



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA

Tuesday, September 5th, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet in Council Chambers in regular session on the 5th day of September 2023, 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 September 5th, 2023, as circulated.

~

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

4.0 **MINUTES**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the August 8th, 2023, Council Meeting Minutes as written.

~

5.0 **ACCOUNTS**

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the September 5th accounts in the amount of \$710,547.41.

~

6.0 **PUBLIC MEETINGS AND DEPUTATIONS**

6.1 MEETING TO CONSIDER ENGINEER'S REPORT – ROBERTSON MUNICIPAL DRAIN

6.1.1 Engineer's Report

A Notice of Request for Drain Improvement was received February 4th 2022, for the replacement of an existing closed tile drain at Part Lot 22, Part Lot 23 Concession 2, Morris Ward.

Notice of the meeting to consider the engineer's report was issued to landowners on August 21st, 2023.

Project Engineer, Bill Dietrich will attend virtually to present the Engineer's report to Council and those in attendance.

6.1.2 Questions and Comments

- Council
- Landowners in attendance

6.1.3 Consideration of Provisional By-Law

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 45-2023, being a by-law to provisionally adopt the engineer's report for the Robertson Municipal Drain 2023, and that it now be read a first and second time this 5th day of September 2023.

~

6.1.4 Date of Court of Revision and instruction to Tender.

*Moved by ~
Seconded by ~*

THAT the Court of Revision for the Robertson Municipal Drain 2023 be set for October 3rd, 2023, at 7:30 pm and the project be tendered with results to be presented on October 17th, 2023, pending no appeals.

~

6.1.5 Appointment of Members to the Court of Revision

*Moved by ~
Seconded by ~*

THAT the members of the Court of Revision for the Robertson Municipal Drain 2023 shall be:

- 1 –
- 2 –
- 3 –

~

6.2 ZONING BY-LAW AMENDMENT PUBLIC MEETING

Z05-2023 Zoning By-Law Amendment / OPA12-2023 Official Plan Amendment

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby Adjourns their regular meeting of Council and opens a Public Meeting to consider Zoning By-Law Amendment MTu Z05-2023 and Official Plan Amendment No. 12.

~

PUBLIC MEETING – ZONING BY-LAW AMENDMENT

6.2.1 Call to Order

6.2.2 Declaration of Pecuniary Interest

6.2.3 Requirement

This Public Meeting is being held under sections 17 and 34 the Planning Act, which requires that Council hold at least one public meeting and that proper notice be given.

6.2.4 MTu Z05-2023/OPA12-2023 John and Michelle Sanders

We have provided Council with a report prepared by Huron County Planner, Meghan Tydd-Hrynyk, regarding this application to amend both the Morris-Turnberry Official Plan & Zoning By-Law.

6.2.5 Purpose

The subject lands are approximately 34 hectares (84 acres). The Official Plan Amendment Application (OPA12-2023) is to amend Schedule B of the Municipality of Morris-Turnberry's Official Plan to re-designate a portion of the lands from Mineral Aggregates to Agriculture and Natural Environment to acknowledge the rehabilitation of a gravel pit. It will also amend the boundary of the Natural Environment to Mineral Aggregates to acknowledge the existing extraction area.

The Zoning By-law Amendment application (Z05-2023) is to rezone a portion of the subject lands from ER1 (Extractive Resources) to AG1 (General Agricultural), NE1 (Natural Environment – Full Protection) and NE2 (Natural Environment – Limited Protection). It also proposes to amend the zoning from NE2 (Natural Environment – Limited Protection) to ER1 (Extractive Resources) to reflect the area of extraction as outlined in the Extraction License. The remainder of the property is not proposed to change.

6.2.6 Comments

1. Planner's Report
2. Council's Questions and/or Comments
3. Applicant and/or Agent Comments
4. Others

6.2.7 Recommendation of the Huron County Planner

It is recommended that Zoning By-law Amendment Z05-2023 be approved, and Official Plan Amendment No. 12 be adopted and forwarded to the County of Huron for approval.

6.2.8 Close public meeting

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby closes the Public Meeting to consider Zoning By-Law Amendment MTu Z05-2023 and Official Plan Amendment No. 12 and reconvenes its regular meeting of Council.

~

6.2.9 Consideration of Zoning By-Law Amendment MTu Z05-2023

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 43-2023, being a by-law to amend by-law 45-2014 of the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 5th day of September 2023.

~

6.2.10 Effect of Public and Agency Comments

6.2.11 Consideration of Official Plan Amendment MTu OPA-12.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law # 44-2022, being a by-law to amend the Official Plan of the Municipality of Morris-Turnberry, as amended, and that it now be read severally a first,

second, and third time, and finally passed this 5th day of September 2023.

6.2.12 Effect of public and agency comments on the decision of Council

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Planning Staff Update

A report has been prepared by CAO/Clerk Trevor Hallam in this regard for the information of Council.

7.2 PUBLIC WORKS

7.2.1 Public Works Operation Report

A report has been prepared by Director of Public Works Mike Alcock in this regard.

8.0 BUSINESS

8.1 POLYMER COATED CSP

A report has been prepared by Director of Public Works Mike Alcock in this regard.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the quotation of \$7217.10 (excluding HST) for the supply of a 48" Polymer Coated CSP and authorizes the staff to execute the quotation and all other required documents.

~

8.2 BRUSH CHIPPER TENDER AWARD

A report has been prepared by Director of Public Works Mike Alcock in this regard.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby accepts the tender of _____ for the supply of a _____ and authorizes the Mayor and CAO/Clerk to execute the tender and all other required documents.

~

8.3 FIRE MARQUE

A report has been prepared by CAO/Clerk Trevor Hallam in this regard.

*Moved by ~
Seconded by ~*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to bring forward the necessary by-laws to enter into an agreement with Fire Marque for the recovery of costs for fire department response from insurance companies to the next meeting of Council.

~

8.4 Appointment of Municipal Auditor 2023 – 2024

A report has been prepared by Treasurer Sean Brophy in this regard.

*Moved by ~
Seconded by ~*

That the Council of the Municipality of Morris-Turnberry hereby accepts the quotation provided by Seebach and Company for the provision of Municipal Auditing Services,

And that staff are directed to return a by-law appointing Seebach and Company as Municipal Auditors for the years 2023 and 2024 for consideration at a future meeting of Council.

~

9.0 **COUNCIL REPORTS**

Kevin Freiburger

Jamie McCallum

Sharen Zinn

Jodi Snell

Jamie Heffer

10.0 **CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION**

- 10.1 Report to County Council – Brussels Fire Expansion Update
- 10.2 Correspondence – Building Faster Fund – MMAH
- 10.3 Event Notice – Wingham Community Connectors Volunteer Fair
- 10.4 Event Notice – Northern Huron Connection Centre Raffle
- 10.5 Monthly Report – Belgrave Water – July
- 10.6 Minutes – Drinking Water Source Protection Committee – Saugeen, Grey, Sauble, Northern Bruce Peninsula
- 10.7 Notice of Public Meeting – North Huron Zoning By-Law Amendment

11.0 **NEW BUSINESS**

None.

12.0 **BY-LAWS AND AGREEMENTS**

12.1 HEALTH AND SAFETY POLICY

At the August 8th meeting of Council, staff were directed to return a by-law to adopt the revised Health and Safety policies as presented. By-Law 46-2023 is provided here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 46-2023, being a by-law to adopt policies regarding Health and Safety for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 5th day of September 2023.

~

12.2 INVESTMENT POLICY

At the August 8th meeting of Council, staff were directed to return a by-law to adopt the Municipal Investment Policy as presented. By-Law 47-2023 is provided here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 47-2023, being a by-law to adopt policies regarding the investment of funds for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 5th day of September 2023.

~

13.0 **CONFIRMING BY-LAW**

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 48-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on September 6th, 2023, and that it now be read severally a first, second, and third time, and finally passed this 6th day of September 2023.

~

14.0 **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, September 5th, 2023, 7:30 pm
Regular Meeting of Council – Tuesday, September 19th, 2023, 7:30 pm



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL MINUTES

Tuesday, August 8th, 2023, 7:30 pm

The Council of the Municipality of Morris-Turnberry met electronically in regular session on the 8th day of August 2023, at 7:30 pm.

Council in Attendance

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

Staff in Attendance

Trevor Hallam CAO/Clerk
Sean Brophy Treasurer

Others in Attendance

Scott Stephenson The Citizen

1.0 CALL TO ORDER

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

Mayor Heffer noted that Scott Stephenson would be recording the meeting for the purpose of writing articles.

2.0 ADOPTION OF AGENDA

Motion 186-2023

*Moved by Kevin Freiburger
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the agenda for the meeting of August 8th, 2023, as circulated.

Carried.

3.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None.

4.0 MINUTES

Motion 187-2023

*Moved by Jodi Snell
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby adopts the July 18th, 2023, Council Meeting Minutes as written.

Carried.

5.0 ACCOUNTS

Motion 188-2023

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the August 8th accounts in the amount of \$253,251.24.

Carried.

6.0 PUBLIC MEETINGS AND DEPUTATIONS

None.

7.0 STAFF REPORTS

7.1 CLERK

7.1.1 Administration Activities Update

A report was presented by CAO/Clerk Trevor Hallam in this regard for the information of Council.

7.2 Health and Safety Policy Update

Mr. Hallam presented a report prepared by Deputy Clerk Kim Johnston in this regard for the information of Council.

Motion 189-2023

*Moved by Kevin Freiburger
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return the updated Health and Safety Policies, as presented, in by-law form for consideration at the next meeting of Council.

Carried.

8.0 BUSINESS

8.1 MUNICIPAL INVESTMENT POLICY

Mr. Brophy presented a draft Investment Policy to Council.

Motion 190-2023

*Moved by Jamie McCallum
Seconded by Kevin Freiburger*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to proceed with the recommended investment options as presented.

Carried.

Motion 191-2023

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry hereby directs staff to return the draft Investment Policy, as presented, in by-law form for consideration at the next meeting of Council.

Carried.

8.2 TAX NEWSLETTER

The newsletter that will be included with the final tax levy mailing was provided for the information of Council.

9.0 **COUNCIL REPORTS**

Kevin Freiburger

No report

Jamie McCallum

No report

Sharen Zinn

July 19th, attended a meeting of the Maitland Valley Conservation Authority Members Board.

Jodi Snell

No report

Jamie Heffer

No report

10.0 **CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION**

10.1 Media Release – Affordable Housing – Huron County

10.2 Correspondence – Funding Available – OMAFRA

10.3 Correspondence – Detachment Board Proposal – Ministry of the Solicitor General

10.4 Notice of Public Meeting – North Huron Zoning By-Law 5 Year Review

Councillor McCallum expressed interest in sitting as a Morris-Turnberry representative on the Huron County Detachment Board, should Morris-Turnberry become eligible for a seat in the future.

11.0 **NEW BUSINESS**

None.

12.0 **BY-LAWS AND AGREEMENTS**

None.

13.0 **CLOSED SESSION**

13.1 Enter closed session.

Motion 192-2023

Moved by Jamie McCallum

Seconded by Jodi Snell

THAT the Council of the Municipality of Morris-Turnberry enter a closed session at 7:57 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:

- 1. Section 239 (2) (k) regarding negotiations to be carried on by the municipality.*

Carried.

13.2 Return to open session.

Motion 193-2023

*Moved by Kevin Freiburger
Seconded by Jamie McCallum*

THAT the Council of the Municipality of Morris-Turnberry rise from a closed session at 8:51 p.m.

Carried.

13.3 Report and Action from Closed Session.

Council discussed a cross border servicing agreement.

14.0 **CONFIRMING BY-LAW**

Motion 194-2023

*Moved by Sharen Zinn
Seconded by Jodi Snell*

THAT leave be given to introduce By-Law 42-2023, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on August 8th, 2023, and that it now be read severally a first, second, and third time, and finally passed this 8th day of August 2023.

Carried.

15.0 **ADJOURNMENT**

Motion 195-2023

*Moved by Kevin Freiburger
Seconded by Jodi Snell*

THAT the Council of the Municipality of Morris-Turnberry does now adjourn at 8:52 pm.

Carried.

NEXT MEETINGS:

Regular Meeting of Council – Tuesday, September 5th, 2023, 7:30 pm
Regular Meeting of Council – Tuesday, September 19th, 2023, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

**Municipality of Morris-Turnberry
Account List for**

September 5 2023

General

Hydro One	Morris Office	338.19
Bell Canada	Morris Office	461.04
Bell Canada	Emergency Lines	113.28
Bell Mobility	Cell Phone	25.07
Telizon	Long Distance Phone	3.77
Huron Clean	Office Cleaning	391.84
Orkin Canada	Pest Control	115.27
Truly Nolen	Pest Control	402.00
Pitneyworks	Postage	2,280.60
Goderich Print Shop	Envelopes	344.65
PBJ Cleaning Depot Group	Office Supplies	307.58
DataFix	Election Voter View Management	1,638.50
Pesce & Associates	Wage Review & Market Check	2,373.00
Township of North Huron	2023 Q3 Fire Levy	47,337.84
Township of North Huron	Water Billings	8,467.89
Bruce Whitmore	Wedding Solemnization	300.00
Property Owner	Tile Drain Loan	49,800.00
Property Owner	Refund Tax Overpayment	1,370.72
Municipality of Morris-Turnberry	Investment Deposit	250,000.00
WSIB	WSIB - August	1,675.05
Minister of Finance	EHT - August	1,133.44

Payroll

August 16 2023	Payroll	20,888.80
	Expenses	59.48
August 30 2023	Payroll	20,427.22
	Expenses	192.20
Council Pay	Payroll - August 2023	5,043.56
	Rec General	528.27

General Total 416,019.26

Building Department

Bell Mobility	Cell Phone	59.76
Foxton Fuels	Fuel	327.61
WSIB	WSIB - August	370.17
Minister of Finance	EHT - August	232.85

Payroll

August 16 2023	Payroll	4,619.99
	Expenses	-
August 30 2023	Payroll	4,408.73
	Expenses	-

Building Total 10,019.11

Property Standards

Keppelcreek	Property Standards & Bylaw Enforcement	1,129.83
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Property Standards Total 1,129.83

Drainage

Hydro One	Hopper Pump	36.76
Maitland Conservation	BiVal MD & Robertson MD Permits	410.00
Dietrich Engineering Limited	Robertson Municipal Drain	18,306.00
Ryan Construction	Thompson Lamont Deyell Municipal Drain	20,695.46

Drainage Total 39,448.22

Parks & Cemeteries

Hydro One	Kinsmen Park	35.69
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Parks & Cemeteries Total 35.69

Belgrave Water

Hydro One	Humphrey Well	47.37
Hydro One	Belgrave Water	1,113.47
Bell Canada	Belgrave Water	155.00
Allstream	Belgrave Water	111.09
Municipality of Morris-Turnberry	Property Taxes	2,622.08
Veolia Water Canada	July Operations	6,966.98

Water Total 11,015.99

Landfill

Hydro One	Morris Landfill	42.55
Bell Mobility	Cell Phone	8.91
Goderich Print Shop	Landfill Weigh Slips	542.40
John McKercher Construction Ltd.	Morris Landfill	1,505.73
AJN Builders Inc.	Concrete Maintenance Pad	5,085.00
Bluewater Recycling Association	Curbside Pickup - August	14,631.02
Municipality of Morris-Turnberry	Property Taxes	8,944.69

Landfill Total 30,760.30

Roads

Hydro One	Morris Shop	169.09
Hydro One	Turnberry Shop	170.96
Enbridge	Turnberry Shop	29.98
Bell Canada	Morris Shop	230.52
Bell Canada	Turnberry Shop	113.28
Bell Mobility	Cell Phones	62.67
Huronian	Shop Supplies	95.00
Comco Fasteners Inc.	Shop Supplies	327.99
PBJ Cleaning Depot Group	Shop Supplies	139.80
Schmidt's Power Equipment	Chainsaw Supplies	94.46
KMM Farm Drainage	Municipal Drain Repair	101.70
Foxtan Fuels	Fuel	10,334.16
New-Lift Hydraulics Ltd.	Parts for 13-03 Grader	313.64
Robert's Farm Equipment	Maintenance for 22-14 & 20-20 Pickups	122.83
Neils Repair Service	Tires for 19-08 Pickup	1,234.95
Altruck International Truck Centres	Parts for 16-05 Tandem	289.59
Con-Voi Septic	Ditching & Spill Cleanup	2,056.60
County of Perth	Clyde Line Paving	5,237.55
AJN Builders Inc.	Bridge Washing	17,797.50
AJN Builders Inc.	Moncrieff Road Bridge (M060)	101,113.80
BM Ross & Associates	Moncrieff Road Bridge (M060)	3,815.61
Municipality of Morris-Turnberry	Turnberry Shop Water	113.73
Property Owners	Entrance Permit Deposit	1,000.00
WSIB	WSIB - August	2,159.51
Minister of Finance	EHT - August	1,358.40

Payroll

August 16 2023	Payroll	27,125.26
	Expenses	-
August 30 2023	Payroll	26,364.03
	Expenses	146.40

Roads Total 202,119.01

Account Total 710,547.41

Approved By Council:

September 5 2023

Mayor - Jamie Heffer

Treasurer- Sean Brophy

**Robertson Municipal Drain 2023
Municipality of Morris-Turnberry
(Morris Ward)**



DIETRICH ENGINEERING LIMITED
CONSULTING ENGINEERS

Reference No. 2209

August 8, 2023

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Specification for Construction of Municipal Drainage Works

DIVISION A – General Conditions

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION H – Special Provisions



DIETRICH ENGINEERING LIMITED
CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7 | T: (519) 880-2708 | F: (519) 880-2709 | E: mail@dietricheng.com

Kitchener, Ontario

August 8, 2023

Robertson Municipal Drain 2023
Municipality of Morris-Turnberry
(Morris Ward)

To the Mayor and Council
of the Municipality of Morris-Turnberry

Members of Council:

1.0 Introduction

We are pleased to present our report on the “Robertson Municipal Drain 2023”, serving the following Lots and Concessions in the Municipality of Morris-Turnberry, Morris Ward, County of Huron:

Parts of Lots 44 to 48, Concession 1, and
Parts of Lots 21 to 25, Concession 2.

The attached Plan, Profile, and Detail Drawings No.’s 1 to 3 Reference No. 2209, Specifications and the Instructions to Tenderers form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

2.0 Authorization

Authority to prepare this report was obtained by a resolution of the Municipality of Morris-Turnberry Council at its February 15, 2022 meeting to appoint Dietrich Engineering Limited to prepare an Engineer’s Report.

In accordance with your instructions pursuant to a request received by Council under Section 78 of the Drainage Act, R.S.O. 1990, for repairs and improvements to the Robertson Municipal Drain, we have made an examination and survey of the affected area and submit herewith our Report which includes Plan, Profile and Specifications for this work.

3.0 History

The existing Robertson Municipal Drain was originally constructed under the authority of a report prepared by John Roger, C.E. & O.L.S. in 1920.

This report included the installation of 3,325 feet of 8” diameter to 14” diameter tile (Main Drain Closed). This existing tile drainage system was installed from the upper end of the (Main Drain Open) in Lot 22, Concession 2, upstream into Lot 46, Concession 1

Improvements to the Main Drain Open were last undertaken by the authority of a report submitted by Maitland Engineering Services Ltd., March 24, 1998.

4.0 On-Site Meeting

In accordance with Section 9(1) of the Drainage Act, R.S.O. 1990, an on-site meeting was held on June 8, 2022. The place of meeting was on the Jamestown Road allowance adjacent to Lot 23, Concession 2. Persons in attendance were:

William J. Dietrich, P.Eng.	Dietrich Engineering Limited
Kyle Morton	Dietrich Engineering Limited
Kirk Livingston	Drainage Superintendent, Municipality of Morris-Turnberry
Mike Alcock	Director of Public Works, Municipality of Morris-Turnberry
Landowners:	
Paul Albers	
Larry Johnston	
Kurt Jacobson (representing Jennifer Jacobson)	

5.0 Information Meeting

An information meeting was held on August 2, 2023 at the Municipality of Morris-Turnberry Municipal Office. Persons in attendance were:

William J. Dietrich, P.Eng.	Dietrich Engineering Limited
Trevor Hallam	CAO/Clerk, Municipality of Morris-Turnberry
Kirk Livingston	Drainage Superintendent, Municipality of Morris-Turnberry
Mike Alcock	Director of Public Works, Municipality of Morris-Turnberry
Landowners:	
Paul Albers	
Kim Johnston (representing Kada Farms Inc.)	

The information provided proposed replacing and upgrading the Robertson Municipal Drain (Main Drain Closed) from the outlet at the upper end of the (Main Drain Open) in Lot 22, Concession 2, upstream to the northerly side of Jamestown Road, adjacent to Lot 46, Concession 1. A cleanout of 400 metres of the (Main Drain Open) and the replacement of the existing laneway culvert in Lot 22, Concession 2 was also proposed. This meeting provided a review of the design of the proposed drainage system, the estimated costs of the project and proposed assessments.

6.0 Findings

We have made an examination of the drainage area and have found the following:

1. The existing Robertson Municipal Drain (Main Drain Closed) is in a poor state of repair and is neither of sufficient capacity nor depth to drain the surrounding and upstream lands within the watershed at today's standards of drainage.
2. The upper portion of the Robertson Municipal Drain (Main Drain Open) is in need of a cleanout.

7.0 Recommendations

It is our recommendation that:

1. A new tile drainage system be constructed from an outlet at the upper end of the (Main Drain Open) in Lot 22, Concession 2 upstream approximately 623 metres to the northerly side of Jamestown Road adjacent to Lot 46, Concession 1.

2. The new tile drainage system includes the installation of 623 metres of 600mm diameter tile.
3. The existing tile drain constructed under the authority of the report prepared by John Roger, C.E., O.L.S., in 1920, shall be abandoned.
4. The drainage coefficient design standard used for this drain is 38mm of rainfall per 24 hours.
5. The existing tile drain located in Npt Lots 22 & 23, Concession 2 shall be destroyed.
6. Approximately 400 metres of the Main Drain Open portion of the Robertson Municipal Drain in the Npt Lot 21 and 22, Concession 2 shall be cleaned out.
7. A new 1200mm diameter laneway culvert shall be installed in the Npt Lot 22, Concession 2.
8. This new drainage system shall be known as the “Robertson Municipal Drain 2023”.

8.0 Summary of Proposed Works

The proposed work consists of:

1. Approximately 400 metres of open ditch excavation;
2. The installation of one (1) farm lane culvert;
3. The installation of approximately 623 metres of 600mm diameter concrete field tile and HDPE pipes;
4. The installation of two (2) concrete catch basins.

9.0 Working Area and Access

Each landowner on whose property the drainage work is to be constructed shall designate access to and from the working area.

10.0 Open Work

The working area shall be a width of 15 metres for construction purposes, and a width of 10 metres for maintenance purposes on the side of the drain where the excavated material is to be placed and levelled.

10.1 Closed Work

The working area shall be an average width of twenty-five (25) metres for construction purposes, and an average width of ten (10) metres for maintenance purposes along the alignment of the proposed tile drain.

11.0 Watershed and Soils Characteristics

The watershed was established through analysis of tile drainage maps, previous engineer’s reports, field investigations, surveys, and data analysis of the Southwestern Ontario Orthophotographic Project (SWOOP).

The Drainage Area comprises of approximately 97.2 hectares. Land use within the watershed is primarily agricultural.

The Ontario Ministry of Agriculture, Food and Rural Affairs’ Agricultural Information Atlas describes the soil types within the watershed and along the route of the drain as Harriston Loam.

12.0 Allowances

In accordance with Sections 29 and 30 of the Drainage Act, R.S.O. 1990, we have calculated Allowances payable to Landowners using the following methodology.

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

The agricultural land values used for calculating allowances for Right-of-Way was \$50,000/ha.

Allowances for Right-of-Way were not provided in the previous Engineers' Report, which authorized the construction of the existing Robertson Municipal Drain.

12.1.1 Closed Drain

The allowances for Right-of-Way under Section 29 of the Drainage Act, R.S.O. 1990 for closed drains were calculated based on 25% of the land value for a ten metre Right-of-Way.

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, R.S.O. 1990 were primarily calculated to compensate landowners for crop losses, bush losses and land damages due to the construction of the drain, including access to the working corridor.

We determined the allowances payable to Landowners entitled thereto as shown in Schedule A.

Total Allowances, under Sections 29 and 30 of the Drainage Act, R.S.O. 1990;

Robertson Municipal Drain 2023: \$17,070

13.0 Estimated Construction Costs

We have made an estimate of the cost of the proposed work based on labour, equipment and materials. A detailed description of the costs involved can be found in Schedule B of this report.

The total estimated construction costs for this project are as follows:

Total Estimated Construction Costs \$ 112,780

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, R.S.O. 1990 (Refer to Schedule A)	\$ 17,070
Total Estimated Construction Costs (Refer to Schedule B)	\$ 112,780
Meetings, survey, design, preparation of preliminary cost estimates, preparation of final drainage report, consideration of report and attendance at the Court of Revision (if necessary)	\$ 24,200
Preparation of contract documents, contract administration, supervision and inspection of construction	\$ 14,900
Contingencies, Interest and net H.S.T.	<u>\$ 4,450</u>
TOTAL ESTIMATED PROJECT COSTS – Robertson Municipal Drain 2023	<u>\$ 173,400</u>

The estimated cost of the work in the Municipality of Morris-Turnberry is \$173,400.00

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

15.0 Assessment

We assess the cost of this work against the lands and roads liable for assessment for benefit and outlet liability as shown in the annexed Schedule C - Assessment for Construction. We have determined that there is no injuring liability assessment involved.

15.1 Special Assessments (Section 26)

Whether or not the Municipality of Morris-Turnberry elects to do the work on their property, Sta. 0+603 to Sta. 0+623 (Jamestown Road), they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as a Special Assessment in addition to any benefit and outlet assessments. The Special Assessment shall be made up of the actual construction costs plus an allowance for administration costs.

16.0 Abandonment of Existing Municipal Drain(s)

The existing Robertson Municipal Drain (Main Drain Closed) constructed under the report of John Roger, C.E., O.L.S., in 1920, shall be abandoned and cease to be a municipal drain after the Robertson Municipal Drain 2023 is constructed. The ownership of the existing tile drain shall be reverted to the landowners for that portion of the drain which is situated on their respective properties.

17.0 Maintenance

After completion, the Main Drain Closed (Sta. 0+000 to Sta. 0+623) and the laneway culvert installed in the Main Drain Open at Sta. 0+290 shall be maintained by the Municipality of Morris-Turnberry at the expense of all the lands and roads assessed in the attached Schedule D - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act, except for those portions of the drain constructed within road right-of-ways. These portions of the drain shall be maintained at the expense of the road authority having jurisdiction over said road.

The Main Drain Open shall be maintained in accordance with the maintenance provisions in the report prepared by Maitland Engineering Services Ltd., dated March 24, 1998.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

W. J. Dietrich, P.Eng.

WJD:sm



Schedule A - Allowances

Lot or Part	Con.	Landowner	Roll No.	Right-of-Way (Section 29)	Damages to Lands and Crops (Section 30)	Total Allowances
<u>Main Drain</u>						
<u>Morris Ward</u>						
Spt. 46 & 47	1	Kada Farms Inc.	1-085		\$500	\$500
Npt. 22 & 23	2	Hatert Poultry Farms Ltd.	2-023	\$7,540	\$6,030	\$13,570
Pts. 21 & 22	2	P.J. Farms Holding Company Inc.	2-022		\$3,000	\$3,000
Total Allowance, Main Drain				\$7,540	\$9,530	\$17,070
Total Allowances						
Robertson Municipal Drain 2023				\$7,540	\$9,530	\$17,070

Schedule B - Estimated Construction Costs

The estimated construction costs for the outlined proposed work below is as follows:

Description	Estimated Quantity	\$/Unit	Total
Main Drain (Open)			
1 Clearing and grubbing	I.s.		\$1,800.00
2 Open ditch excavation including cleanout through all culverts	400 m	\$15.00	\$6,000.00
3 Levelling of excavated material	I.s.		\$1,000.00
4 Hand-seed disturbed side slopes	I.s.		\$200.00
5 Supply 1 - 1200mm diameter, 2.0mm thickness corrugated metal pipe laneway culvert (125mm X 25mm corrugations), type 2 aluminized	12 m	\$450.00	\$5,400.00
Installation of 1200mm diameter laneway culvert at Sta. 0+290 complete with quarry stone rip-rap protection and geotextile filter material (30m ²) and including the removal of two (2) existing 900mm diameter culverts	I.s.		\$8,000.00
Main Drain (Closed)			
6 Supply 600mm diameter concrete field tile	597 m	\$65.00	\$38,805.00
Installation (Sta. 0+006 to Sta. 0+603)	597 m	\$35.00	\$20,895.00
7 Supply 600mm diameter HDPE outlet pipe complete with rodent grate	6 m	\$180.00	\$1,080.00
Installation of 600mm diameter HDPE outlet pipe complete with quarry stone rip-rap protection and geotextile filter material and construction of plunge pool (approx. 35m ²)	I.s.		\$5,000.00
8 Tile connections	I.s.		\$2,000.00
9 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 (text or email) 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.

Description	Estimated Quantity	\$/Unit	Total
1 <u>Additional</u> costs associated with installation of tile drain on 19mm diameter crushed clear stone bedding. This includes the supply and placement of all stone, labour and equipment required for installation in accordance with Typical Pipe Installation on Stone Bedding Detail.			
Install 600mm diameter concrete field tile	100 m	\$35.00	\$3,500.00
Sub-Total			\$93,680.00
10 Work to be done on the Municipality of Morris-Turnberry Road Allowance, (Jamestown Road) (Sta. 0+603 to Sta. 0+623)			
a) Supply 600mm diameter HDPE pipe (bell & spigot)	20 m	\$180.00	\$3,600.00
Installation of 600mm diameter HDPE pipe including granular base and backfill (open cut method)	I.s.		\$8,500.00
b) Supply and install 900mm x 1200mm concrete ditch inlet catch basins at Sta. 0+603 and Sta. 0+623 (inline type)	2 ea.	\$3,500.00	\$7,000.00
Sub-Total			\$ 19,100.00
TOTAL ESTIMATED CONSTRUCTION COSTS			
ROBERTSON MUNICIPAL DRAIN 2023			\$112,780.00



Schedule C - Total Assessment For Construction

TOTAL ASSESSMENT										
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less Gov't Grant	Net Allowances Assessment
Main Drain										
<u>Morris Ward</u>										
Spt. 48 to 50	1	P. & J. Johnston	1-086	2.0		\$2,604		\$2,604	\$868	\$1,736
Spt. 46 & 47	1	Kada Farms Inc.	1-085	17.0	\$5,000	\$21,873		\$26,873	\$8,958	\$17,415
Spt. 42 to 45	1	J. Jacobson	1-084	13.6		\$17,499		\$17,499	\$5,833	\$11,666
* Spt. 44	1	Kada Farms Inc.	1-084-15	0.6		\$719		\$719		\$719
N. Pt. 25	2	F. Breckenridge	2-025	1.6		\$1,886		\$1,886	\$629	\$1,257
Npt. 24	2	L. Johnston	2-024	21.0		\$24,519		\$24,519	\$8,173	\$16,346
Npt. 22 & 23	2	Hatert Poultry Farms Ltd.	2-023	27.5	\$36,900	\$8,609		\$45,509	\$15,170	\$16,769
Pts. 21 & 22	2	P.J. Farms Holding Company Inc.	2-022	12.1	\$13,200	\$842		\$14,042	\$4,681	\$6,361
Total Assessment on Lands					\$55,100	\$78,551		\$133,651	\$44,312	\$72,269
Jamestown Road		Municipality of Morris-Turnberry		1.8	\$6,500	\$7,029	\$26,220	\$39,749		\$39,749
Total Assessment on Roads					\$6,500	\$7,029	\$26,220	\$39,749		\$39,749
Total Assessment on Lands and Roads										
Robertson Municipal Drain 2023										
					\$61,600	\$85,580	\$26,220	\$173,400	\$44,312	\$112,018

NOTES:

1. * Denotes lands not eligible for ADIP grants.
2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
3. The NET ASSESSMENT is provided for information purposes only.

Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
<u>Main Drain (Closed)</u>					
<u>Morris Ward</u>					
Spt. 48 to 50	1	P. & J. Johnston	1-086	2.0	2.3%
Spt. 46 & 47	1	Kada Farms Inc.	1-085	17.0	19.1%
* Spt. 42 to 45	1	J. Jacobson	1-084	13.6	15.3%
Spt. 44	1	Kada Farms Inc.	1-084-15	0.6	0.6%
N. Pt. 25	2	F. Breckenridge	2-025	1.6	1.8%
Npt. 24	2	L. Johnston	2-024	21.0	23.7%
Npt. 22 & 23	2	Hatert Poultry Farms Ltd.	2-023	27.5	31.0%
Total Assessment on Lands					93.8%
Jamestown Road		Municipality of Morris-Turnberry		1.8	6.2%
Total Assessment on Roads					6.2%
Total Assessment on Lands and Roads					
Robertson Municipal Drain 2023 - Main Drain (Closed)					100.0%

NOTES:

1. * Denotes lands not eligible for ADIP grants.

Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
<u>Culvert at Sta. 0+290 (Main Drain Open)</u>					
<u>Morris Ward</u>					
Spt. 48 to 50	1	P. & J. Johnston	1-086	2.0	1.1%
Spt. 46 & 47	1	Kada Farms Inc.	1-085	17.0	9.6%
Spt. 42 to 45	1	J. Jacobson	1-084	13.6	7.7%
* Spt. 44	1	Kada Farms Inc.	1-084-15	0.6	0.3%
N. Pt. 25	2	F. Breckenridge	2-025	1.6	0.9%
Npt. 24	2	L. Johnston	2-024	21.0	11.8%
Npt. 22 & 23	2	Hatert Poultry Farms Ltd.	2-023	27.5	15.5%
Pts. 21 & 22	2	P.J. Farms Holding Company Inc.	2-022	12.1	50.0%
Total Assessment on Lands					96.9%
Jamestown Road		Municipality of Morris-Turnberry		1.8	3.1%
Total Assessment on Roads					3.1%
Total Assessment on Lands and Roads					
Robertson Municipal Drain 2023 - Culvert at Sta. 0+290 (Main Drain Open)					100.0%

NOTES:

- * Denotes lands not eligible for ADIP grants.

**SPECIFICATIONS FOR THE CONSTRUCTION OF
MUNICIPAL DRAINAGE WORKS**

DIVISION A – General Conditions

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION H – Special Provisions

DIVISION A – GENERAL CONDITIONS**TABLE OF CONTENTS**

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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±% 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±%) will be paid 45 days after the final acceptance by the Engineer, and three per cent (3±%) 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
- Dietrich Engineering Ltd.

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

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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 O.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.

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DIVISION C – SPECIFICATIONS FOR TILE DRAINS

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DIVISION C – SPECIFICATIONS FOR TILE DRAINS

C.1. Pipe Materials

C.1.1 Concrete Tile

Concrete drain tile shall conform to the requirements of the most recent A.S.T.M. specification for Heavy-Duty Extra Quality drain tile. All tile with diameters less than 600mm shall have a pipe strength of 1500D. All tile with diameters 600mm or larger shall have a pipe strength of 2000D.

All tile furnished shall be subject to the approval of the Engineer. All rejected tile are to be immediately removed from the site.

C.1.2 High Density Polyethylene (HDPE) Pipe

All HDPE pipe shall be dual-wall corrugated drainage pipe with a smooth inner wall. HDPE pipe shall have a minimum stiffness of 320 kPa at 5% deflection.

Unless otherwise noted, all sealed HDPE pipe shall have a water tight gasketed bell and spigot joining system meeting the minimum requirements of CSA B182.8. Perforated HDPE pipe shall have a soil tight joining system, and shall be enveloped in non-woven geotextile filter sock.

C.2. Alignment

The Contractor shall contact the Engineer to establish the course of the drain. Where an existing drain is to be removed and replaced by the new drain, or where the new drain is to be installed parallel to an existing drain, the Contractor shall locate the existing drain (including repairing damaged tile caused by locating) at intervals along the course of the drain. The costs of locating shall be included in the tender price.

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other watercourses or at sharp corners, it shall run on a curve of at least 15 metres radius. The new tile drain shall be constructed at an offset from and parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water.

The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where any such existing drain is disturbed or damaged, the Contractor shall perform the necessary repair at his expense.

C.3. Profile

Benchmarks have been established along the course of the drain which are to govern the elevations of the drain. The location and elevations of the benchmarks are shown on the drawings. Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times.

When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made.

C.4. Excavation

C.4.1 Wheel machine

Unless otherwise specified, all trenching shall be carried out with a wheel machine approved by the Engineer. The wheel machine shall shape the bottom of the trench to conform to the outside diameter of the pipe. The minimum trench width shall be equal to the outside diameter of the pipe plus 100mm on each side of the pipe, unless otherwise specified. The maximum trench width shall be equal to the outside diameter of the pipe plus 300mm on each side of the pipe, unless otherwise specified.

C.4.2 Scalping

Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capability of the Contractor's wheel machine, he shall lower the surface grade in order that the wheel machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of the topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.

C.4.3 Excavator

Where the use of an excavator is used in-lieu of a wheel machine, the topsoil shall be stripped and replaced in accordance with Item C.4.2. All tile shall be installed on 19mm clear crushed stone bedding placed to a minimum depth of 150mm which has been shaped to conform to the bottom of the pipe. The Contractor shall include the costs of this work in his tender price.

C.5. Installation

C.5.1 Concrete Tile

The tile is to be laid with close joints and in regular grade and alignment in accordance with the drawings. The tiles are to be bevelled, if necessary to ensure close joints. The inside of the tile is to be kept clear when laid. The sides of the tile are to be supported by partial filling of the trench (blinding) prior to inspection by the Engineer. No tile shall be backfilled until inspected by the Engineer unless otherwise permitted by the Engineer. The tile shall be backfilled such that a sufficient mound of backfill is placed over the trench to ensure that no depression remains after settling occurs in the backfill.

Where a tile connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a tile drain passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

The Contractor shall supply and wrap all concrete tile joints with Mirafi 160N geotextile filter material as part of this contract. The width of the filter material should be:

- 300mm wide for tile sizes 150mm diameter to 350mm diameter.
- 400mm wide for tile sizes 400mm diameter to 750mm diameter.
- 500mm wide for tile sizes larger than 750mm diameter.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be.

C.5.2 HDPE Pipe

HDPE pipe shall be installed using compacted Granular 'A' bedding or 19mm clear crushed stone bedding from 150mm below the pipe to 300mm above the pipe. All granular material shall be compacted using a suitable mechanical vibratory compactor. Granular bedding and backfill shall be placed in lifts not exceeding 300mm and compacted to at least 95% Standard Proctor Maximum Dry Density (SPMDD).

Where a pipe connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a pipe passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

As determined by the Engineer, unsuitable backfill material must be hauled off-site by the Contractor and Granular "B" shall be used as replacement backfill material.

C.6. Trench Crossings

The Contractor shall not cross the backfilled trench with any construction equipment or vehicles, except by one designated crossing location on each property. The Contractor shall ensure that the bedding and backfill material at this designated crossing location is properly placed and compacted so as to adequately support the equipment and vehicles that may cross the trench. The Contractor may undertake any other approved work to ensure the integrity of the tile at the crossing location. The Contractor shall ensure that no equipment or vehicles travel along the length of the trench. The Contractor shall be responsible for any damage to the new tile caused by the construction of the drain.

C.7. Outlet Protection

A tile drain outlet into a ditch shall be either HDPE pipe or corrugated steel pipe and shall include a hinged grate for rodent protection. The maximum spacing between bars on the rodent grate shall be 40mm. All corrugated steel outlet pipes shall be bevelled at the end to generally conform to the slope of the ditch bank.

Quarry stone rock rip-rap protection and geotextile filter material (Mirafi 160N), shall be installed around the outlet pipe and extended downstream a minimum distance of three metres, unless otherwise specified. The protection shall extend to the top of the backfilled trench and below the pipe to 300 mm under the streambed. The protection shall also extend 600mm into undisturbed soil on either side of the backfilled trench. In some locations, rip-rap may be required on the bank opposite the outlet.

Where the outlet occurs at the upper end of an open ditch, the rip-rap protection will extend all around the end of the ditch and to a point 800mm downstream on either side. Where heavy overflow is likely to occur, sufficient additional rip-rap and filter material shall be placed as directed by the Engineer to prevent the water cutting around the protection.

C.8. Catch Basins and Junction Boxes

Unless otherwise noted, catch basins shall be in accordance with OPSD 705.010 and 705.030. The catch basin grate shall be a "Birdcage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catch basin with bolts into the concrete. Spacing of bars on grates for use on 600mmX600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmX600mm shall be 90mm.

All catch basins shall be backfilled with compacted Granular 'A' or 19mm clear crushed stone placed to a minimum width of 300mm on all sides. If settling occurs after construction, the Contractor shall supply and place sufficient granular material to maintain the backfill level flush with adjacent ground. The riser sections of the catch basin shall be wrapped with filter cloth.

Quarry stone rip-rap protection shall be placed around all catch basins and shall extend a minimum distance of one (1) metre away from the outer edge of each side of the catch basin, and shall be placed so that the finished surface of the rip-rap is flush with the existing ground.

If there are no existing drains to be connected to the catch basin at the top end of the drain, a plugged tile shall be placed in the upstream wall with the same elevations as the outlet tile.

Junction boxes shall have a minimum cover over the lid of 450mm.

The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. The top of the spill way of the earth berm shall be the same elevation as the high wall of the ditch inlet catch basin. The earth berm shall be covered with 100mm depth of topsoil and seeded with an approved green seed mixture. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 metres each way from all catch basins.

The Contractor shall clean all catch basin sumps after completion of the drain installation. Catch basin markers shall be placed beside each catch basin.

C.9. Tributary Drains

Any tributary tile encountered in the course of the drain is to be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary drains encountered are clean or reasonably clean, they shall be connected into the new drain in accordance with the typical tile drain connection detail. Tributary tile drain connections into the new drain shall be made using high density polyethylene agricultural drain tubing installed on and backfilled with 19mm clear crushed stone. All tile drain connections into the new drain shall be either a cored hole with an insert coupler or a manufactured tee.

Where the existing drains are full of sediment, the decision to connect the tributary drain to the new drain shall be left to the Engineer. The Contractor shall be paid for each tributary drain connection as outlined in the Form of Tender and Agreement.

The Contractor shall be responsible for all tributary tile connections for a period of one year from the date of the Completion Certificate. After construction, any missed tile connections required to be made into the new drain shall be paid at the same rate as defined in the Form of Tender and Agreement. The Contractor will have the option to make any subsequent tile connections or have the Municipality make the required connections and have the cost of which deducted from the holdback.

Where an open ditch is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain.

Where the Contractor is required to connect an existing tile which is not encountered in the course of the drain, the cost of such work shall constitute an extra to the contract.

C.10. Clearing, Grubbing and Mulching

The Contractor shall clear, brush and stump trees from within the working area.

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 installing the drain, and shall not be completed simultaneously at the same location.

C.11. Roads and Laneway Sub-Surface Crossings

All roads and laneway crossings may be made with an open cut. The Contractor may use original ground as backfill to within 600mm of finished grade only if adequate compaction and if the use of the original ground backfill has been approved beforehand by the Engineer.

C.12. Filling In Existing Ditches

The Contractor shall backfill the ditch sufficiently for traversing by farm equipment. If sufficient material is available on-site to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled waterway. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period.

C.13. Construction of Grassed Waterways

Where the Contractor is required to construct a grassed waterway, the existing waterway shall be filled in, regraded, shaped and a seed bed prepared prior to applying the grass seed. The grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO.

- 55% Creeping Red Fescue
- 15% Perennial Rye Grass
- 27% Kentucky Bluegrass
- 3% White Clover

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

C.14. Unstable Soil

The Contractor shall immediately contact the Engineer if unstable soil is encountered. The Engineer shall, after consultation with the Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

C.15. Rocks

The Contractor shall immediately contact the Engineer if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a wheel machine. The Engineer shall determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

If only scattered large stone or boulders are removed on any project, the Contractor shall either excavate a hole to bury same adjacent to the drain, or he shall haul the stones or boulders to a location designated by the Landowner.

C.16. Broken or Damaged Tile

The Contractor shall remove and dispose of all broken (existing or new), damaged or excess tile off site.

C.17. Recommended Practice For Construction of Sub-Surface Drainage Systems

Drainage Guide for Ontario, Ministry of Agriculture, Food and Rural Affairs, Publication 29 and its amendments, dealing with the construction of Subsurface Drainage Systems, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other Specifications of the Contract.

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DIVISION H – SPECIAL PROVISIONS

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DIVISION H – SPECIAL PROVISIONS

Robertson Municipal Drain 2023

Municipality of Morris-Turnberry

Reference No. 2209

Special provisions means special directions containing requirements peculiar to the work not adequately provided for by the standard or supplemental Specifications. Special provisions shall take precedence and govern any standard or supplemental Specifications.

H.1 General

The Contractor shall organize and hold a preconstruction meeting with the Engineer prior to the start of construction. The Contractor shall notify and invite all Landowners along the drain and all applicable road authorities of the preconstruction meeting.

The Contractor shall notify the Landowners, the Public Works Manager, the Drainage Superintendent, and the Engineer forty-eight (48) hours prior to construction.

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

The Contractor shall locate and destroy the existing 300mm diameter and 350mm diameter municipal tile drain in Lots 22 & 23, Concession 2 (Sta. 0+000 to Sta. 0+603) as part of the Contract.

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 contact the landowners prior to the removal of fences so the owner of the fences can optionally remove the fences themselves.

The Contractor shall be responsible for notifying all applicable emergency services, schools, and the public of any road closures, detours or construction taking place unless otherwise stated by the Municipality of Morris-Turnberry.

The Contractor must maintain access to all driveways along the route of the drain as well as maintain access for all emergency vehicles at all times during construction.

The Contractor shall comply with the Highway Traffic Act, Load Restrictions of 5 tonnes per axle on posted roads that is in effect annually from March 1 to April 30.

All objects or obstructions within the construction working area such as signs, mailboxes, fences, property ornamentals, etc., that interfere with the installation of the drain shall be removed and re-erected in the same location or another location satisfactory to the Landowner. Any damages to such objects by the Contractor shall be repaired, replaced, installed and paid for by the Contractor at the discretion of the Engineer.

The Contractor shall be responsible to arrange all traffic control signals, signs and devices that are required for safe and proper traffic management during the installation of the drainage system. The Contractor shall

contact Municipality of Morris-Turnberry for specified local procedures, guidelines and timelines. Traffic control shall meet the standards of Book 7 of the Ontario Traffic Manual.

The Contractor shall be responsible for all trench settlement.

H.2 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.

H.3 Working Area And Access

Each Landowner on whose property the drainage work is to be constructed shall designate access to and from the working area.

Where the working side of the drain is not specified, the Contractor shall verify the working side of the drain with the Landowner.

During construction, if the specified working widths are exceeded, the total actual working area used during construction will be calculated and compared to the total allowable working area, which is the product of the maximum allowable working width and the length of the working area of the affected property.

H.3.1 Open Work

The working area for construction purposes shall be a width of 15 metres on the side of the open ditch where the excavated material is to be placed and levelled. The Contractor shall verify the working side of the open ditch with the Landowner.

The Contractor shall construct a silt fence and sediment trap at the lower end of the drain. Sediment traps may be left in place after construction is complete.

Each landowner shall designate access to and from the working area.

H.3.2 Closed Work

The working area for construction purposes shall be a width of twenty-five (25) metres centered on the proposed tile drain.

Each landowner on whose property the drainage work is to be constructed shall designate access to and from the working area.

H.4 Clearing and Grubbing

The Contractor shall clear, brush and mulch/chip trees from within the working area that interferes with the construction of the drainage system.

An approved mulching attachment for a hydraulic excavator or wood chipper shall be used. Clearing and grubbing, mulching shall be done prior to the construction of the drain.

All trees, limbs and brush less than 150mm in diameter shall be mulched/chipped. Trees greater than 150mm in diameter shall be cut into lengths of no greater than four (4) metres and neatly placed in piles designated by the Landowners. The Contractor shall dispose of stumps in piles designated by the Landowner.

H.5 Plunge Pool

The Contractor shall construct a plunge pool at Sta. 0+000 (Main Drain Open). The plunge pool shall be lined with quarry stone rip rap protection 150mm to 300mm in diameter placed 450mm deep and placed 1m up the side slopes of the ditch and around the new outlet pipes. The rip-rap shall be placed on an approved geotextile filter material (Mirafi 160N or approved equivalent).

The plunge pool shall be constructed in accordance with the Plunge Pool Detail on Drawing 3 in the set of plans.

H.6 Topsoil

Where the drain is to be installed by means of an approved wheel trencher, the Contractor shall strip the topsoil for a minimum width of 5 metres centered on the proposed drain. Where the drain is to be installed by means of an approved hydraulic excavator (due to poor soil conditions), the Contractor shall strip the topsoil for a width equal to the top width of the trench.

For the sections of drain through agricultural properties, the Contractor shall stockpile the topsoil and later spread it over the backfilled trench using an appropriate trim dozer.

The Contractor shall ensure that the top soiled trench is left in a condition such that the landowner can perform final restoration using nothing more than farm equipment.

Under no circumstances will the Contractor attempt to place frozen topsoil over the backfilled trench.

H.7 Seeding

Any areas disturbed within the Jamestown Road allowance during construction shall be top soiled and seeded with an approved grass seed mixture.

H.8 Rip-Rap

All stone rip-rap material shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 450 mm. All rip-rap material shall be placed on geo-textile filter material (Mirafi 180N).

H.9 Pipe, Installation, Bedding & Backfill

H.9.1 Concrete Field Tile

An approved wheel trencher shall be used to install the concrete field tile.

All concrete tile shall be Heavy-Duty Extra Quality Concrete Drain Tile 2000D.

Concrete field tile installed by means of a wheel machine shall be backfilled using suitable native material. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the contractor to allow for settlement flush with adjacent lands.

Concrete field tile installed by means of an approved hydraulic excavator shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the pipe to the spring line of the pipe. Optionally, the Contractor may use pea gravel backfill after the 150mm of crushed stone bedding to the spring line of

the pipe. Suitable native material shall be used as backfill from the spring line to the underside of the topsoil.

The Contractor shall supply and wrap all concrete tile joints with geotextile filter material as part of this contract. The width of the filter material should be:

- 300mm wide & 300mm overlap for tile sizes 150mm diameter to 350mm diameter.
- 400mm wide & 400mm overlap for tile sizes 400mm diameter to 600mm diameter.
- 500mm wide & 500mm overlap for tile sizes larger than 600mm diameter.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be Mirafi 140NC for clay or loam soil conditions and Mirafi 160N for sandy or silty soil conditions.

The Contractor shall be responsible for all trench settlement.

H.9.2 High Density Polyethylene Pipe (H.D.P.E.)

An approved hydraulic excavator shall be used for the installation of all H.D.P.E. pipe.

All H.D.P.E. pipe shall be CSA B182.8-02/320 KPa with bell & spigot joining systems. All perforated H.D.P.E. pipe shall be complete with non-woven filter sock (Terrafix 200R or equivalent).

All H.D.P.E. pipe shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the pipe to 150mm above the pipe. Suitable native material shall be used as backfill from 150mm above the pipe to the underside of the topsoil.

H.10 Catch Basins & Manholes

All catch basins shall be precast concrete catch basins (Coldstream Concrete Ltd. or approved equal).

All existing catch basins and hickenbottoms/manholes that are to be removed shall be disposed of off-site by the Contractor.

All catch basins to have 300mm sumps.

The catch basin grate elevations shall be set to the satisfaction of the Engineer.

All catch basin grates shall be fastened to the new catch basins.

All catch basins shall be hot-dipped galvanized bird cage grates).

Knockouts shall be provided in all catch basins.

All catch basins and manhole structures shall be installed on 150mm crushed stone bedding.

Structures on private property shall be backfilled using approved native material up to the underside of the topsoil layer.

All backfill material shall be placed and thoroughly compacted evenly around each structure in lifts not exceeding 300mm so as to minimize settlement around the structures.

The Contractor shall place quarry stone rip-rap material around all sides of the catch basins for a width of 1m and shall be placed on an approved geotextile filter material.

Lifts (modulocs) shall be placed by the Contractor on all catch basins or manholes if necessary to achieve the desired elevation when field setting the structures.

All holes for manholes and catch basin pipe connections to be cored by the manufacturer.

The Contractor shall be responsible to repair or reapply grout for all grouted connections into any catch basin or manhole for a period of one year after the completion certificate has been issued.

All existing catch basins and manholes to be removed shall be disposed of off-site by the Contractor.

H.11 Existing Drains/Tile Connections

The Contractor shall locate the existing tile drain in several locations prior to installing the new Municipal Drain. The Contractor shall connect the existing 250mm diameter tile into the catch basin at Sta. 0+623.

The contractor shall make all tributary tile drain connections in accordance with the Typical Tile Connection Detail found in the drawing set.

The Contractor shall be responsible for all tile connections for a period of one year after the issuance of the completion certificate. Tile connections required to be made within this warranty period shall be made at the same rate as defined on the Form of Tender and Agreement. After construction, the Contractor will be given the option to make any subsequent tile connections or have the Municipality make said connections and have the costs of which deducted from the holdback.

The Contractor shall supply all necessary materials to complete the connections of the existing drains to the new drain. The type of materials used to make the tributary drain connections shall be verified with the engineer.

All existing drains cut off during the installation of the new draining system that will be connected to the new drainage system shall be flagged or marked by the Contractor prior to the connection being made.

H.12 Road Works/Crossing

The contractor shall be responsible to arrange all traffic control signals. Signs and devices that are required for safe and proper traffic management during the installation of the drainage system. The Contractor shall contact the Municipality of Morris-Turnberry for specified local procedures, guidelines and timelines for installing the Jamestown Road crossing. Traffic control shall meet the standards of Book 7 of the Ontario Traffic Manual.

The Contractor shall notify the Engineer and local road authority having jurisdiction over the road a minimum of forty-eight (48) hours prior to each of the scheduled crossings through the road.

The new crossing; Sta 0+603 to Sta. 0+623 shall be backfilled with approved granular material. The backfilled material shall be thoroughly compacted to 98% Standard Proctor. The top surface of the road crossing shall be granular 'A' placed to a thickness of 200mm.

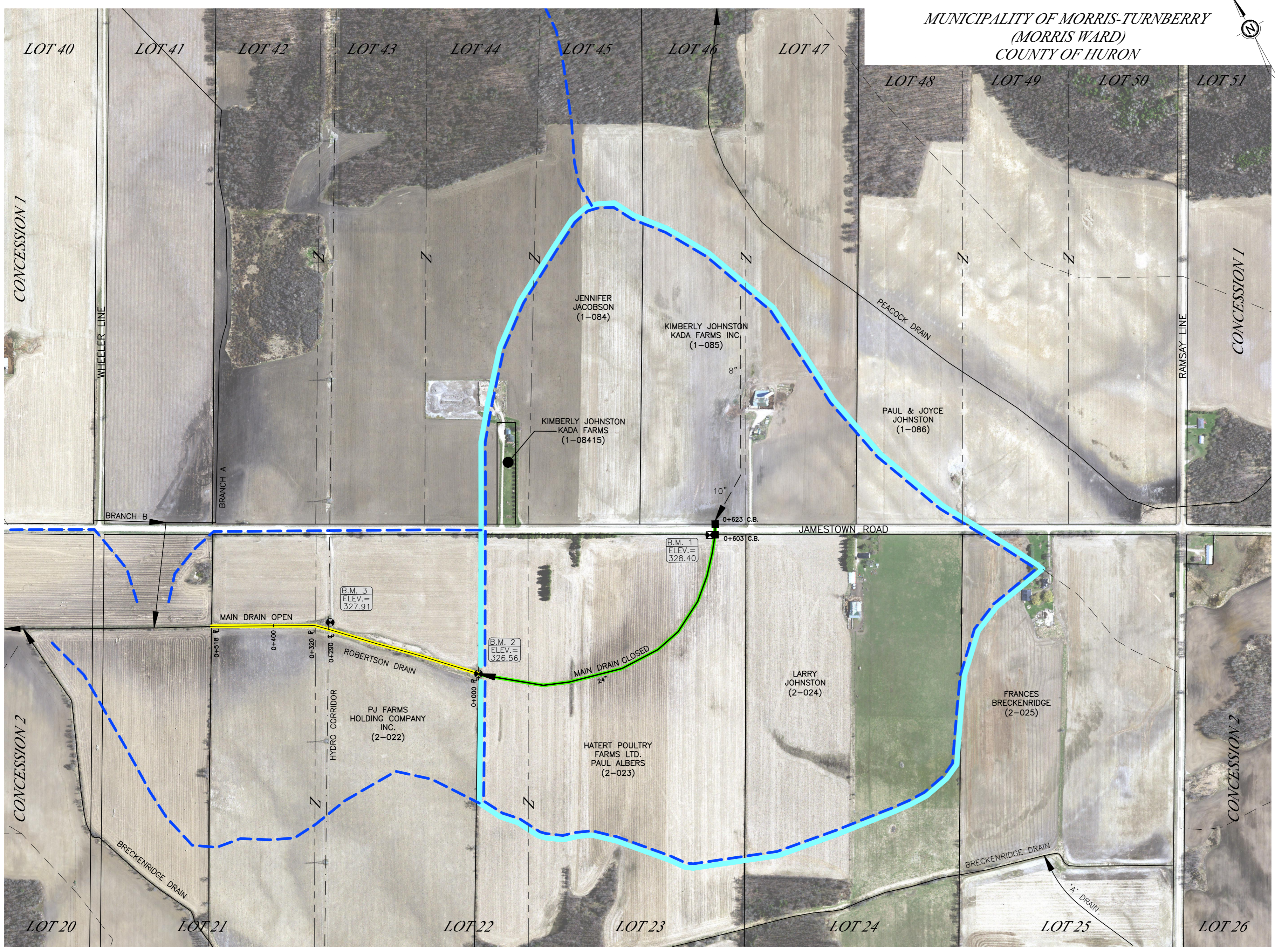
H.13 Laneway Culvert Installation

The existing 900mm diameter culvert at Sta. 0+290 shall be removed and a new 12 metre length of 1200mm diameter CMP culvert is to be installed in accordance with the attached detail (see drawing no. 3 of 3).

All excess excavated material including the existing culverts (unless the Landowner wants the culverts) shall be removed from the site.

END OF DIVISION

MUNICIPALITY OF MORRIS-TURNBERRY
(MORRIS WARD)
COUNTY OF HURON



- NOTES:
1. ALL SOLID HIGH DENSITY POLYETHYLENE PIPE SHALL BE BELL & SPIGOT CSA B182.8 UNLESS OTHERWISE NOTED.
 2. ALL PERFORATED HIGH DENSITY POLYETHYLENE PIPE SHALL BE EXTERNAL SPLIT COUPLER JOINING SYSTEMS UNLESS OTHERWISE NOTED.

- BENCHMARK No. 1 ELEV.=328.40
TOP OF EXISTING CONCRETE CATCH BASIN 10 METRES WEST OF STA. 0+600
- BENCHMARK No. 2 ELEV.=326.56
INVERT OF EXISTING 450mm DIA. CSP OUTLET PIPE AT STA. 0+000
- BENCHMARK No. 3 ELEV.=327.91
TOP OF SOUTH EAST CONCRETE FOOTING OF STEEL HYDRO TOWER 14 METRES NORTH OF STA. 0+295 (OPEN DITCH)

LEGEND:

- DRAIN NAME
- EXISTING MUNICIPAL DRAIN
- - - INTERIOR/EXTERIOR WATERSHED BOUNDARY
- - - PROPERTY BOUNDARY
- - - LOT OR CONCESSION BOUNDARY
- - - TOWNSHIP BOUNDARY
- EXISTING CATCH BASIN OR JUNCTION BOX
- EXISTING MANHOLE
- DRAIN NAME
- MUNICIPAL DRAIN (AREA OF WORK)
- - - WATERSHED BOUNDARY
- - - CONSTRUCTION ACCESS
- PROPOSED CATCH BASIN OR JUNCTION BOX
- PROPOSED MANHOLE
- BENCHMARK LOCATION
- B.M. 1 ELEV.=328.40
- BENCHMARK No.
- B.M. 2 ELEV.=326.56
- BENCHMARK ELEVATION

3.	REPORT SUBMISSION	2023-08-08	DEL
2.	INFORMATION MEETING	2023-08-02	DEL
1.	ON-SITE MEETING	2022-06-08	DEL
No.	ISSUES AND REVISIONS	DATE	BY



PROJECT: ROBERTSON MUNICIPAL DRAIN 2023

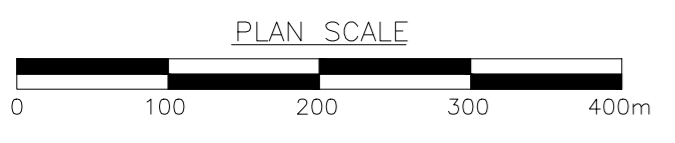
DRAWING: PLAN



DIETRICH ENGINEERING LIMITED
CONSULTING ENGINEERS

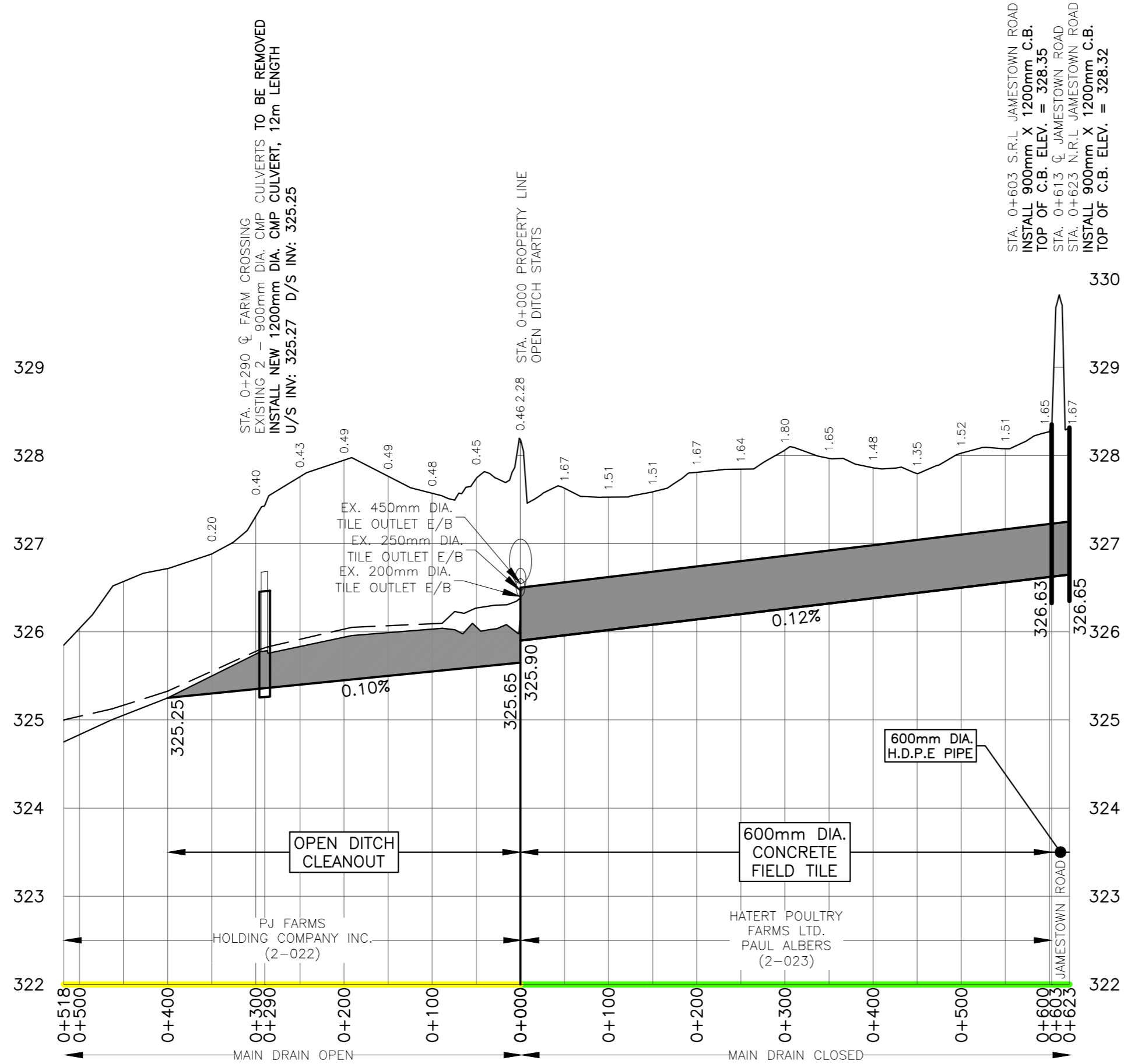
10 Alpine Court, Kitchener, ON, N2E 2M7

PROJ. MGR:	W.J.D	DESIGNED BY:	W.J.D	DRAWN BY:	K.M.M	CHECKED BY:	W.J.D
DRAWING SCALE:	AS NOTED	DATE:	August 8, 2023	PROJECT No.:	2209	DRAWING No.:	1 of 3



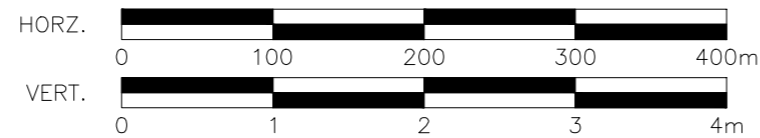
TILE SIZES

No.	ITEM	SIZE (mm)	STATION	LENGTH (m)	THICKNESS (mm)
1.	HIGH DENSITY POLYETHYLENE OUTLET PIPE	600	0+000 - 0+006	6	
2.	CONCRETE FIELD TILE	600	0+006 - 0+603	597	
3.	HIGH DENSITY POLYETHYLENE PIPE	600	0+603 - 0+623	20	



ROBERTSON DRAIN

PROFILE SCALES



NOTES:

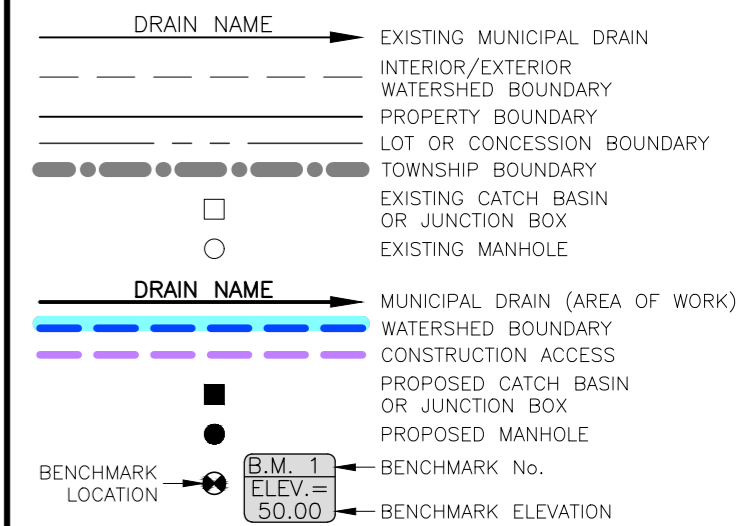
- ALL SOLID HIGH DENSITY POLYETHYLENE PIPE SHALL BE BELL & SPIGOT CSA B182.8 UNLESS OTHERWISE NOTED.
- ALL PERFORATED HIGH DENSITY POLYETHYLENE PIPE SHALL BE EXTERNAL SPLIT COUPLER JOINING SYSTEMS UNLESS OTHERWISE NOTED.

BENCHMARK No. 1 ELEV.=328.40
 TOP OF EXISTING CONCRETE CATCH BASIN 10 METRES WEST OF STA. 0+600

BENCHMARK No. 2 ELEV.=326.56
 INVERT OF EXISTING 500mm DIA. CSP OUTLET PIPE AT STA. 0+000

BENCHMARK No. 3 ELEV.=327.91
 TOP OF SOUTH EAST CONCRETE FOOTING OF STEEL HYDRO TOWER 14 METRES NORTH OF STA. 0+295 (OPEN DITCH)

LEGEND:



No.	ISSUES AND REVISIONS	DATE	BY
3.	REPORT SUBMISSION	2023-08-08	DEL
2.	INFORMATION MEETING	2023-08-02	DEL
1.	ON-SITE MEETING	2022-06-08	DEL



PROJECT: **ROBERTSON MUNICIPAL DRAIN 2023**

DRAWING: **PROFILE**

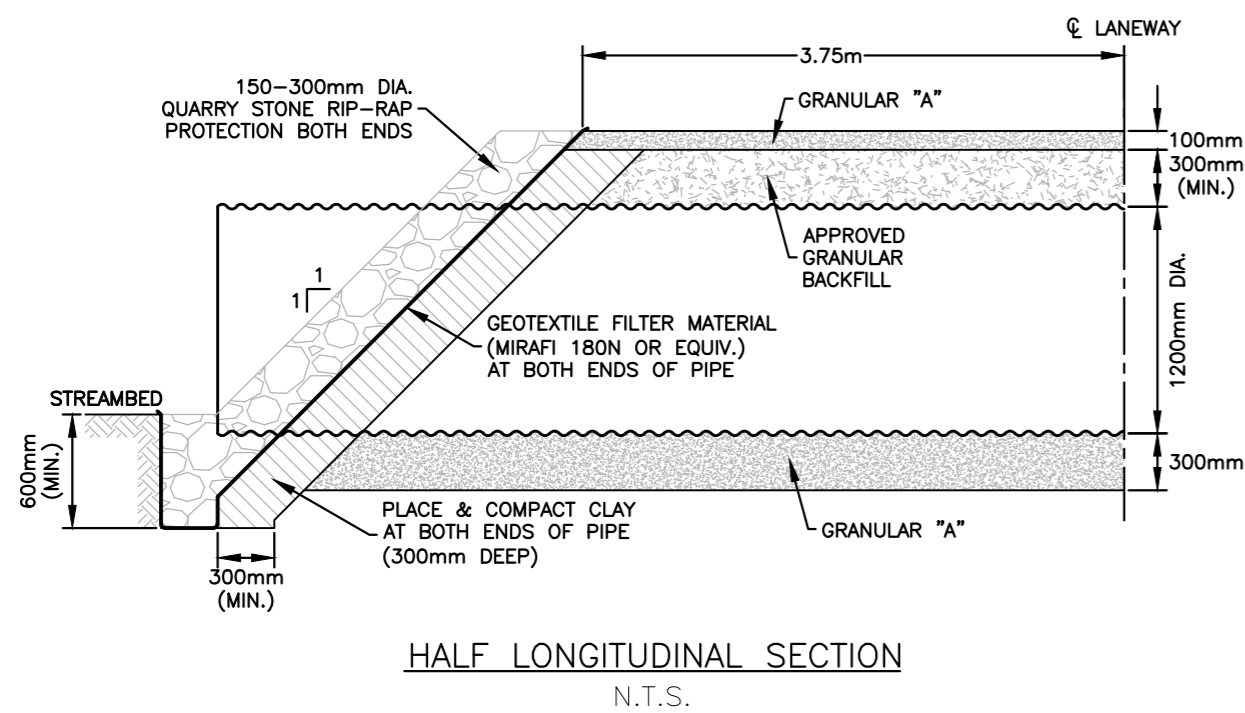
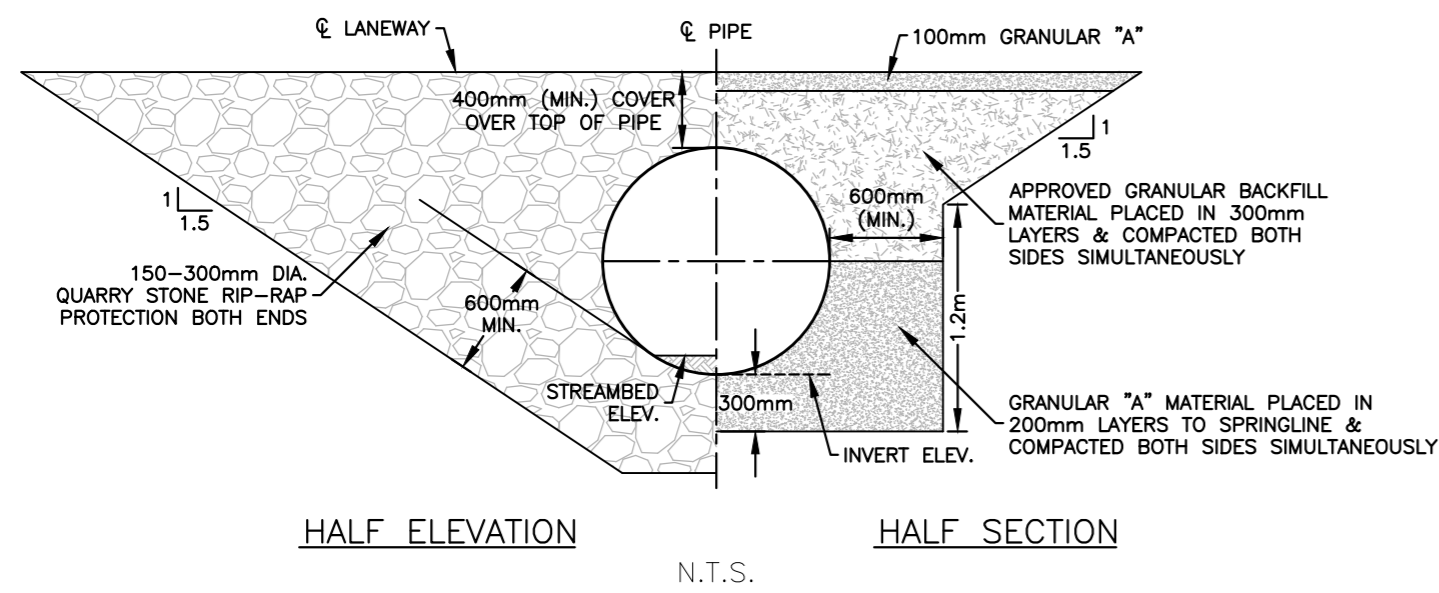


DIETRICH ENGINEERING LIMITED
 CONSULTING ENGINEERS

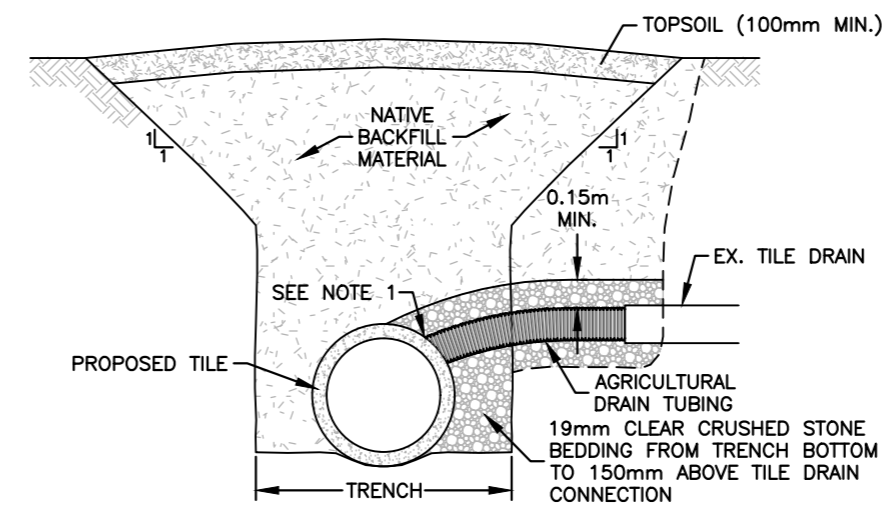
10 Alpine Court, Kitchener, ON, N2E 2M7

PROJ. MGR:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
W.J.D	W.J.D	K.M.M	W.J.D
DRAWING SCALE:	DATE:	PROJECT No.	DRAWING No.
AS NOTED	August 8, 2023	2209	2 of 3

STATION	DIAMETER	LENGTH	INVERT	STREAMBED	CORRUGATIONS	THICKNESS
0+290	1200mm	12m	U.S.E. = 325.27 D.S.E. = 325.25	U.S.E. = 325.37 D.S.E. = 325.35	125mm x 25mm	2.00mm

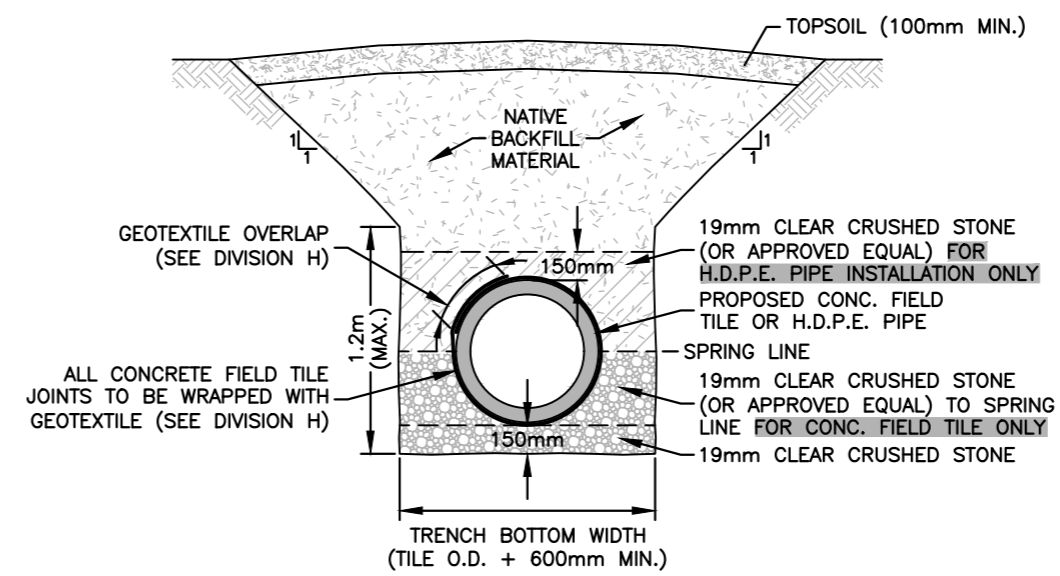


TYPICAL LANEWAY CULVERT DETAIL
N.T.S.

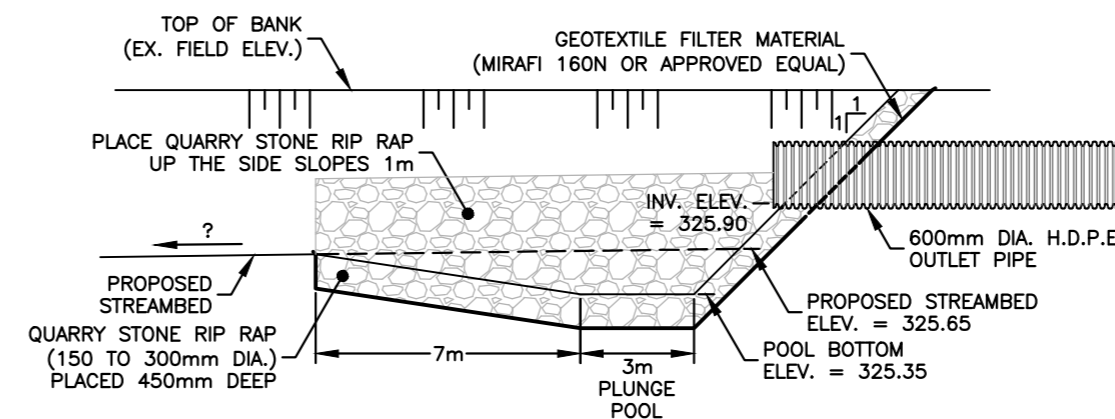


- NOTE:
1. ALL TILE CONNECTIONS TO BE EITHER A CORED HOLE WITH AN INSERT COUPLER, OR A MANUFACTURED TEE.
 2. CLEAR CRUSHED STONE BEDDING NOT REQUIRED IF DUAL WALL H.D.P.E. PIPE IS USED FOR THE CONNECTION.

TYPICAL TILE CONNECTION DETAIL
N.T.S.



TYPICAL DRAIN INSTALLATION ON STONE BEDDING DETAIL
N.T.S.



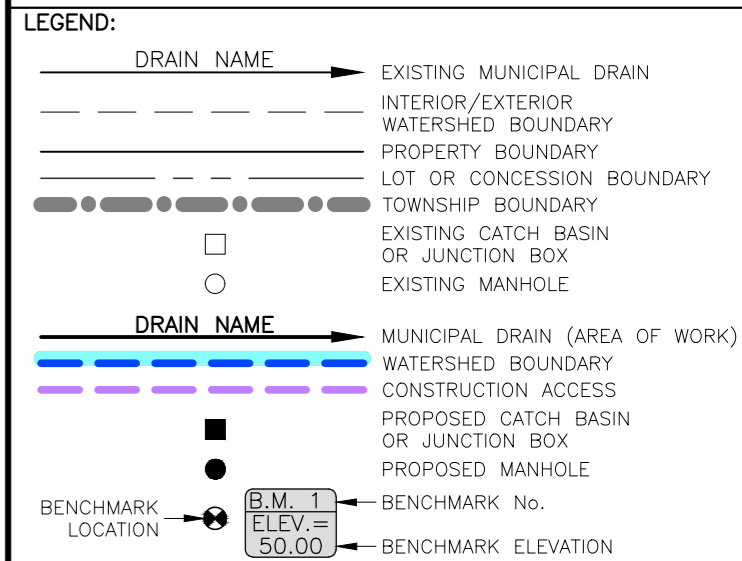
PLUNGE POOL DETAIL
N.T.S.

- NOTES:
1. ALL SOLID HIGH DENSITY POLYETHYLENE PIPE SHALL BE BELL & SPIGOT CSA B182.8 UNLESS OTHERWISE NOTED.
 2. ALL PERFORATED HIGH DENSITY POLYETHYLENE PIPE SHALL BE EXTERNAL SPLIT COUPLER JOINING SYSTEMS UNLESS OTHERWISE NOTED.

BENCHMARK No. 1 ELEV.=328.40
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TOP OF SOUTH EAST CONCRETE FOOTING OF STEEL HYDRO TOWER 14 METRES NORTH OF STA. 0+295 (OPEN DITCH)



No.	ISSUES AND REVISIONS	DATE	BY
3.	REPORT SUBMISSION	2023-08-08	DEL
2.	INFORMATION MEETING	2023-08-02	DEL
1.	ON-SITE MEETING	2022-06-08	DEL

PROJ. MGR: W.J.D. DESIGNED BY: W.J.D. DRAWN BY: K.M.M. CHECKED BY: W.J.D.

DRAWING SCALE: AS NOTED DATE: August 8, 2023 PROJECT No. 2209 DRAWING No. 3 of 3

PROJECT: ROBERTSON MUNICIPAL DRAIN 2023

DRAWING: DETAILS

DEL
DIETRICH ENGINEERING LIMITED
CONSULTING ENGINEERS
10 Alpine Court, Kitchener, ON, N2E 2M7

PROJ. MGR:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
W.J.D.	W.J.D.	K.M.M.	W.J.D.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 45-2023

Being a by-law to provide for a 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 Robertson Municipal Drain;

AND WHEREAS the report dated August 8th, 2023, has been authored by Dietrich Engineering Limited, 10 Alpine Court, 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 \$ 173,400.00.

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 \$ 173,400.00 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 \$10.00 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 “Robertson Municipal Drain 2023 By-law.”

Read a FIRST and SECOND time and PROVISIONALLY ADOPTED this 5th day of September 2023.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Read a THIRD time and FINALLY PASSED this 17th day of October, 2023.

Mayor, Jamie Heffer

Clerk, Trevor Hallam



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

To: Municipality of Morris-Turnberry
From: Meghan Tydd-Hrynyk, Planner
Date: September 5, 2023
Re: Official Plan Amendment OPA 12 & Zoning By-law Amendment Z05-2023
Concession 6, South Part Lot 20, Morris-Turnberry (41812 Cranbrook Road)
Owner/Applicant: Pig by Pig Inc. c/o Michelle and Jeff Sanders

RECOMMENDATION

It is recommended that the Official Plan Amendment application OPA 12 & Zoning By-law Amendment application Z05-2023 be **approved**.

PURPOSE AND EFFECT

Applications for an Official Plan Amendment and Zoning By-law Amendment have been received for lands known as Concession 6, South Part Lot 20, Morris-Turnberry (41812 Cranbrook Road). The total area is approximately 34 hectares (84 acres). The applicant has relinquished a portion of their Aggregate Licence and the Ministry of Natural Resources and Forestry (MNRF) have inspected the site and deemed it to have been remediated.

The concurrent applications apply to a large portion of the property. This area is currently designated Mineral Aggregate and Natural Environment in the Morris Turnberry Official Plan. The area to be rezoned is currently Extractive Resource Zone (ER1), Natural Environment – Full Protection (NE1) and Natural Environment – Limited Protection (NE2) in the Zoning By-law (Figure 3). There is a wooded area and wetland along the western lot line which is not recognized in the zoning. The applicant has proposed that the designation and zoning on the wooded area be changed to Natural Environment and NE1 and NE2. It is also proposed that the area still licensed under the MNRF reflect the accurate boundary of the extraction area changing the zoning from NE2 to ER1. The balance of the subject area be changed to Agriculture and AG1, respectively.

There is a livestock barn proposed to be constructed in the southern portion of the vacant farmland.

Figure 1. Subject Lands (outlined in blue) – 2020 Air Photo



Figure 2. Identifies the area of designation change in Morris-Turnberry Official Plan

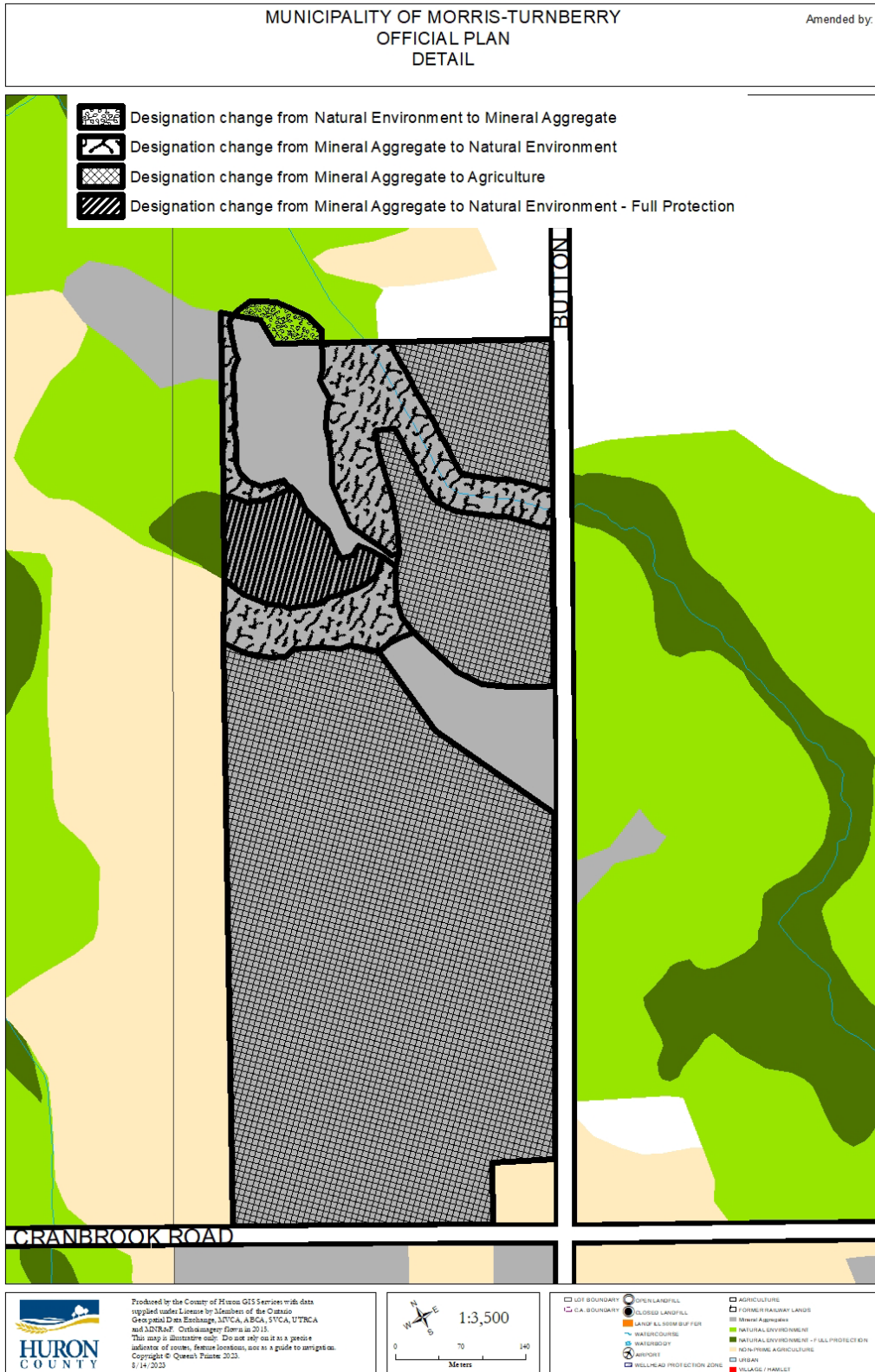
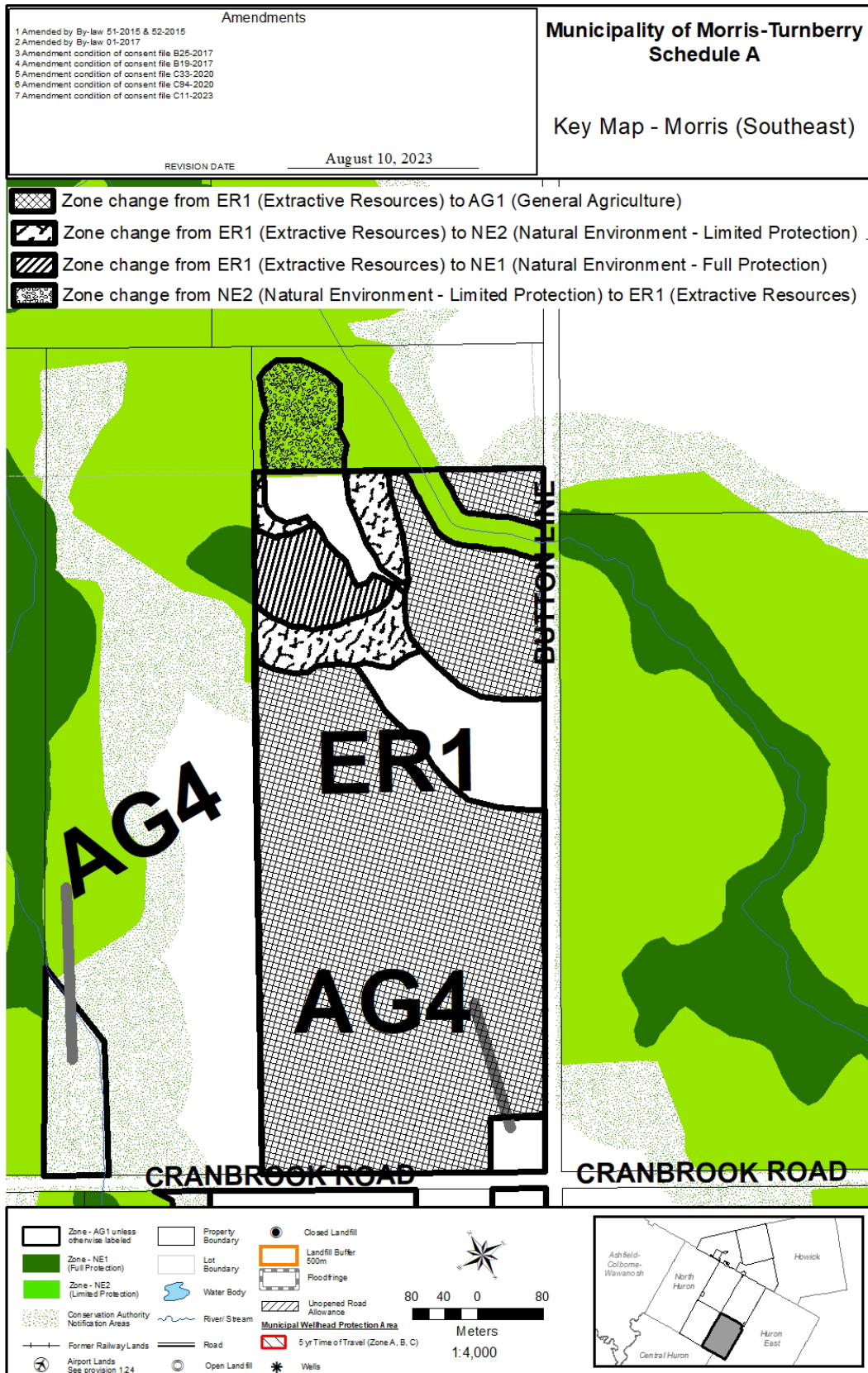


Figure 3. Identifies the area to be rezoned in Morris-Turnberry Zoning By-law



The *Provincial Policy Statement (PPS) 2020*, encourages rehabilitation to accommodate subsequent land uses, to promote land use compatibility, to recognize the interim nature of extraction, and to mitigate negative impacts to the extent possible. Final rehabilitation must take surrounding land use and approved land use designations into consideration. This application reflects the use of the land and recognizes the long term use of the property. As such, this application is consistent with the PPS 2020.

The Morris-Turnberry Official Plan is the guiding document for development within the Municipality. The plan sets out the vision, goals and policies to ensure that future development within the Municipality meets the specific needs of the community. The Morris-Turnberry Official Plan is approved in conformity with the policies of the Huron County Official Plan.

Section 5 of the Huron County Official Plan outlines the goals for the extraction of mineral aggregate resources. It is considered an *“interim use, and progressive and final rehabilitation will be required to return the lands to a previous use or natural environment. Rehabilitated lands will be designated for the same use as existed prior to extraction.”*

Section 8 of the Morris-Turnberry Official Plan outlines the goals for rehabilitating the lands. The policies of the plan require that *“all mineral aggregate operations shall be progressively rehabilitated. The Municipality will work with operators and the Ministry of Natural Resources and Forestry to ensure that all licenses have appropriate progressive rehabilitation plans.”* The property has been rehabilitated to the satisfaction of the MNRF. Provided the above comments, this application conforms to the Huron County and Morris-Turnberry Official Plans.

The proposed zoning bylaw amendment is submitted in conjunction with the Official Plan amendment to recognize the location of the Natural Environment area, Extraction Area and to rezone the previously extracted areas back to Agriculture.

At the time of writing this report, no concerns were received from staff, agencies or neighbours.

Please note this report is prepared without the benefit of input from the public as may be obtained through the public meeting. Council should carefully consider any comments and/or concerns expressed at the public meeting prior to making their decision on this application.

Considering the amendment has regard for matters of provincial interest, are consistent with the Provincial Policy Statement, conform to the Huron County Official Plan and Morris-Turnberry Official Plan, and will not have any significant adverse negative impacts on surrounding land uses, it is recommended that the proposed amendment to the Morris-Turnberry Official Plan (OPA12-2023) be adopted and forwarded to the County of Huron for approval and that the associated Zoning By-law amendment (Z05-2023) be approved.

The Zoning By-law amendment will not come into force until the Official Plan amendment has been adopted by the Municipality of Morris-Turnberry and then approved by the County of Huron.

CONCLUSION

Provided that no concerns are raised at the Public meeting, it is recommended that the Official Plan Amendment application OPA12 and Zoning By-law amendment application Z05-2023 be **approved**.

Sincerely,

“original signed by”

Meghan Tydd-Hrynyk
Planner



THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 43-2023

Being a by-law to amend by-law 45-2014 of the Municipality of Morris-Turnberry.

WHEREAS the Municipal Council of the Corporation of the Municipality of Morris-Turnberry considers it advisable to amend Morris-Turnberry Zoning By-law 45-2014, as amended, of the Corporation of the Municipality of Morris-Turnberry; and

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

1. This by-law shall apply to 41812 Cranbrook Road in the Municipality of Morris-Turnberry and is comprised of Schedules 1-3.
2. By-law 45-2014 is hereby amended on Zoning Map “Morris (Southeast)” by changing the zone symbol from ER1 (Extractive Resources) to AG1 (General Agricultural), NE1 (Natural Environment – Full Protection) and NE2 (Natural Environment – Limited Protection) and NE2 (Natural Environment – Limited Protection) to ER1 (Extractive Resources) for the lands as identified on the attached Schedule 3.
3. Key Map – Morris Southeast, By-law 45-2014 is hereby amended as shown on the attached Schedule 3 of this by-law.
4. All other provisions of By-law 45-2014 shall apply.
5. This by-law shall come into force pursuant to Section 34(21) of the Planning Act, RSO 1990, as amended.

Read a FIRST and SECOND time this 5th day of September, 2023.

Read a THIRD time and FINALLY PASSED this 5th day of September, 2023.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

SCHEDULE 1

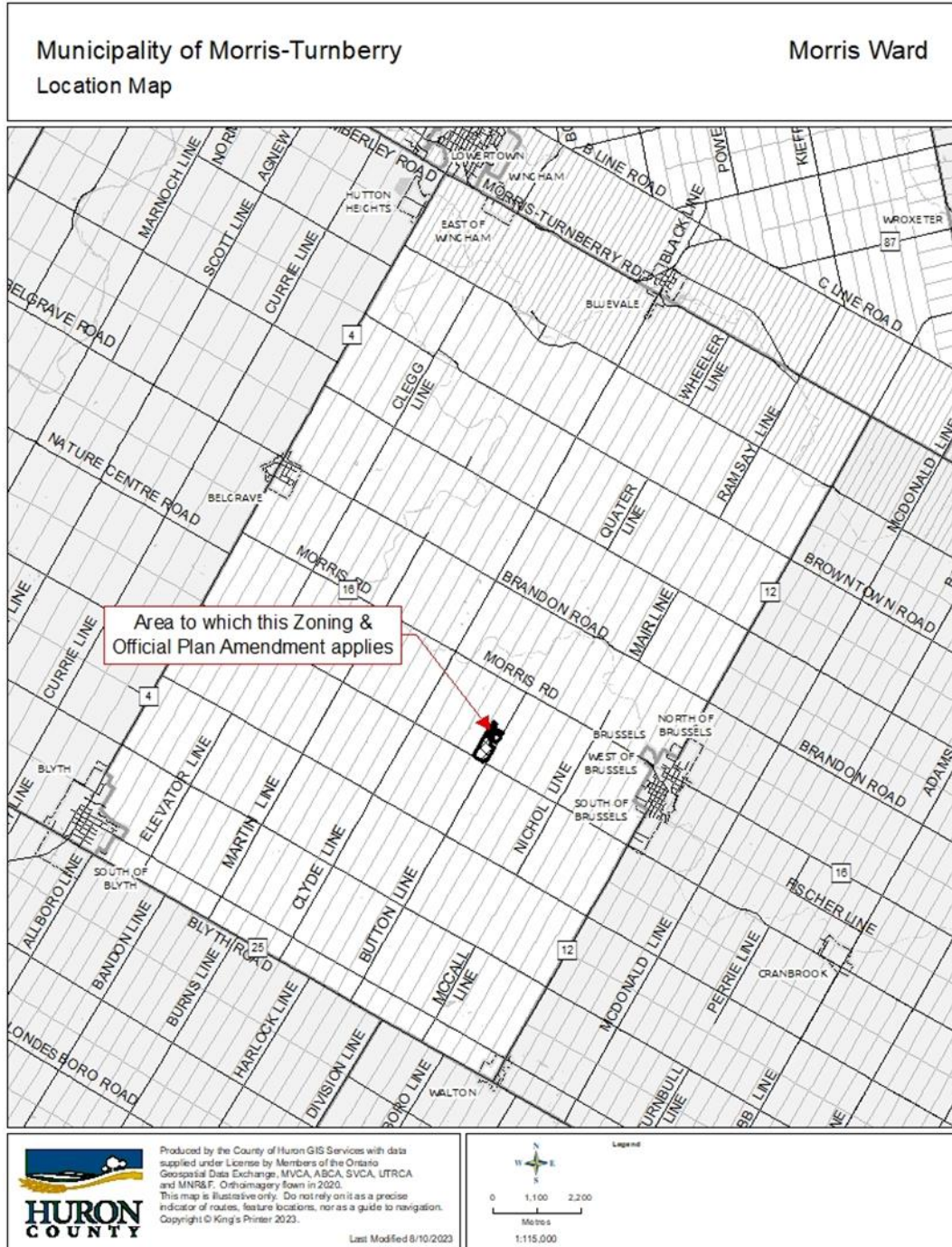
CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY BY-LAW NO. 43-2023

By-law No. 43-2023 has the following purpose and effect:

1. This zoning by-law amendment applies to property known as Part Lot 20, Concession 6, municipally known as 41812 Cranbrook Road in the Municipality of Morris-Turnberry. The effect of the application is to rezone the property from ER1 (Extractive Resources) to AG1 (General Agricultural), NE1 (Natural Environment – Full Protection) and NE2 (Natural Environment – Limited Protection). It also proposed to amend the zoning from NE2 (Natural Environment – Limited Protection) to ER1 (Extractive Resources) to reflect the area of extraction as outlined in the Extraction License. The remainder of the property is not proposed to change.
2. This by-law amends the Municipality of Morris-Turnberry Zoning By-law 45-2014. All other zone provisions apply.
3. The location map and key map showing the location to which this by-law applies are found on the following pages and are entitled Schedule 2 and Schedule 3.

SCHEDULE 2

THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY
BY-LAW NO. 43-2023

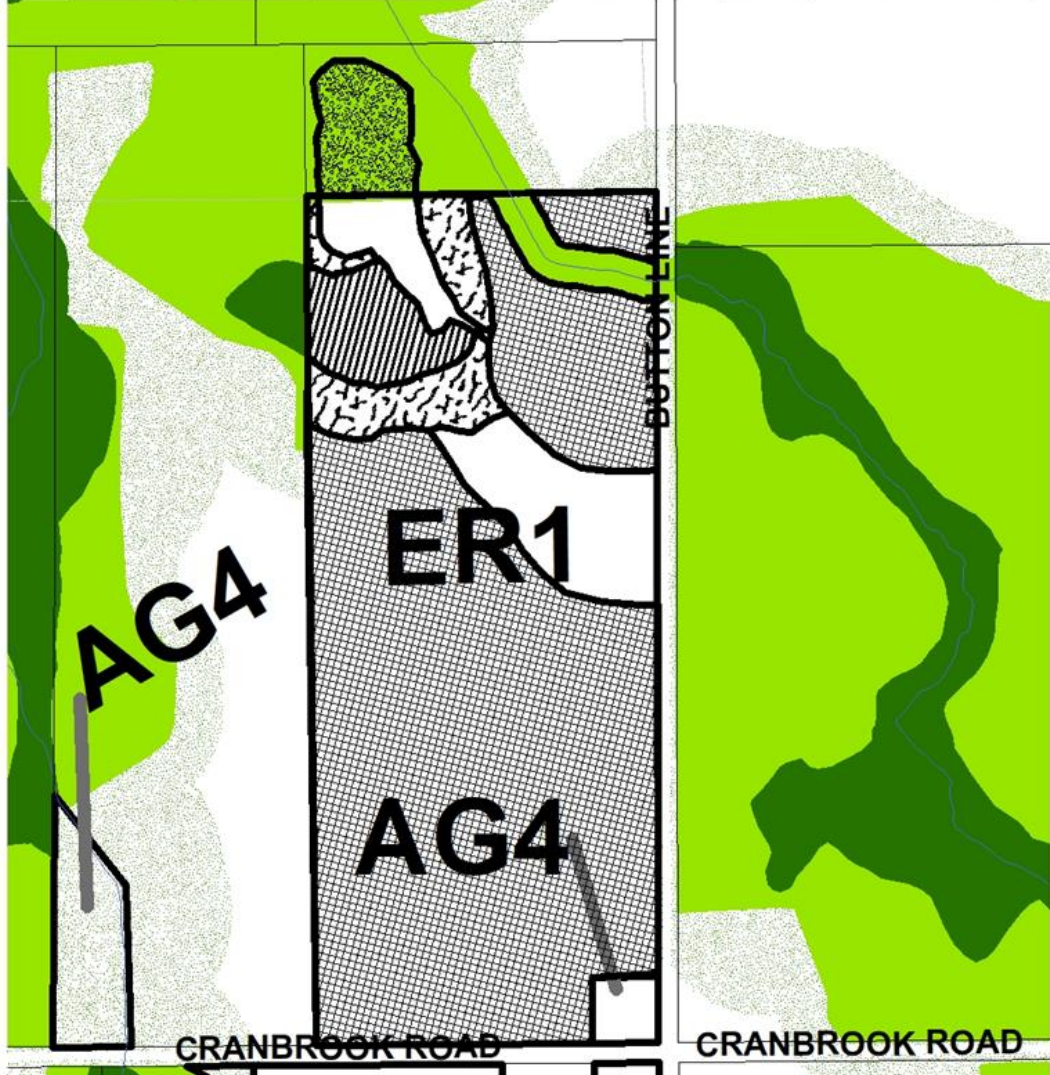


SCHEDULE 3

THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY
BY-LAW NO. 43-2023

<p style="text-align: center;">Amendments</p> <p>1 Amended by By-law 51-2015 & 52-2015 2 Amended by By-law 01-2017 3 Amendment condition of consent file B25-2017 4 Amendment condition of consent file B19-2017 5 Amendment condition of consent file C33-2020 6 Amendment condition of consent file C94-2020 7 Amendment condition of consent file C11-2023</p> <p style="text-align: right;">REVISION DATE <u>August 10, 2023</u></p>	<p style="text-align: center;">Municipality of Morris-Turnberry Schedule A</p> <p style="text-align: center;">Key Map - Morris (Southeast)</p>
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- Zone change from ER1 (Extractive Resources) to AG1 (General Agriculture)
- Zone change from ER1 (Extractive Resources) to NE2 (Natural Environment - Limited Protection)
- Zone change from ER1 (Extractive Resources) to NE1 (Natural Environment - Full Protection)
- Zone change from NE2 (Natural Environment - Limited Protection) to ER1 (Extractive Resources)



<ul style="list-style-type: none"> Zone - AG1 unless otherwise labeled Zone - NE1 (Full Protection) Zone - NE2 (Limited Protection) Conservation Authority Notification Areas Former Railway/Lands Airport Lands See provision 1.24 	<ul style="list-style-type: none"> Property Boundary Lot Boundary Water Body River/Stream Road Open Landfill 	<ul style="list-style-type: none"> Closed Landfill Landfill Buffer 500m Floodings Unopened Road Absorbance Municipal Wethead Protection Area 5yr Time of Travel (Zone A, B, C) Wells 	<div style="text-align: center;"> <p>Meters 1:4,000</p> </div> <div style="text-align: right;"> </div>
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AMENDMENT NO. 12

TO THE

MUNICIPALITY OF MORRIS-TURNBERRY

OFFICIAL PLAN



THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 44-2023

Being a by-law to amend the Official Plan of the Municipality of Morris-Turnberry.

WHEREAS the Municipal Council of the Corporation of the Municipality of Morris-Turnberry considers it advisable to amend the OFFICIAL PLAN of the Corporation of the Municipality of Morris-Turnberry.

NOW THEREFORE the Council of the Corporation of the Municipality of Morris-Turnberry ENACTS as follows:

1. Amendment No. 12 to the Morris-Turnberry Official Plan consisting of the attached map and explanatory text is hereby adopted.
2. That the Clerk is hereby authorized and directed to provide Notice of Adoption of the Amendment in accordance with Section 17(23) of the Planning Act, RSO 1990, as amended.
3. The plan authorized by this by-law shall come into effect pursuant to Section 17(27) of the Planning Act, RSO 1990, as amended.
4. This By-law shall come into force and take effect on the day of final passing thereof.

Read a FIRST and SECOND time this 5th day of September, 2023.

Read a THIRD time and FINALLY PASSED this 5th day of September, 2023.

Mayor, Jamie Heffer

Clerk, Trevor Hallam

CONSTITUTIONAL STATEMENT

PART 'A'

Part 'A' is the preamble to Amendment No. 12 to the Morris-Turnberry Official Plan. Part "A" does not constitute part of the amendment. It provides general introductory information on the purpose, location and basis of the amendment.

PART 'B'

Part 'B' consisting of the following text and map (Schedules 'A' & 'B') constitutes Amendment No. 12 to the Morris-Turnberry Official Plan. Part 'B' contains the policies and land use designations which apply to the amended site.

PART 'C'

Part 'C' is the appendix and does not constitute part of this amendment. The appendices contain the background data, planning considerations and public participation associated with this amendment. Although the attached appendices do not constitute part of the formal amendment, they do provide explanatory material. In cases where a more detailed interpretation of the amendment is required, such an interpretation will be obtained from the appendices.

PART 'A' **PREAMBLE** **AMENDMENT NO. 12** **TO THE MORRIS-TURNBERRY OFFICIAL PLAN**

1. PURPOSE

The purpose of this amendment is to change the Official Plan designation on the subject lands from "Mineral Aggregates" to "Agriculture" and "Natural Environment" as well as to change a small portion from "Natural Environment" to "Mineral Aggregates".

2. LOCATION

The amendment affects Part Lot, Concession 6, municipally known as 41812 Cranbrook Road within the Municipality of Morris-Turnberry.

3. BASIS

The subject lands are currently vacant farmland.

The purpose of the Official Plan Amendment is to amend Schedule B of the Municipality of Morris-Turnberry's Official Plan to re-designate a portion of the lands from Mineral Aggregates to Agriculture and Natural Environment to acknowledge the rehabilitation of a gravel pit. It will also amend the boundary of the Natural Environment to Mineral Aggregates to acknowledge the existing extraction area.

An application to rezone the subject lands from ER1 (Extractive Resources) to AG1 (General Agricultural), NE1 (Natural Environment – Full Protection) and NE2 (Natural Environment – Limited Protection) and NE2 (Natural Environment – Limited Protection) to ER1 (Extractive Resources) is also being considered. The remainder of the property is not proposed to change.

PART 'B'

Schedule 'A'

**AMENDMENT NO. 12
TO THE MORRIS-TURNBERRY OFFICIAL PLAN**

1. INTRODUCTION

All of this part of the document entitled Part 'B' consisting of the following text and attached map, Schedule 'A', constitutes Amendment No. 12 to the Morris-Turnberry Official Plan.

2. DETAILS OF THE AMENDMENT

Schedule "B", Land Use Plan, of the Morris-Turnberry Official Plan is hereby amended by changing the designation of the lands shown on the attached Schedule 'B' from Mineral Aggregate to Agriculture and Natural Environment as well as from Natural Environment to Mineral Aggregate.

PART 'C'
APPENDICES

The appendices do not form part of the amendment but are for information purposes only.

Background

The proposed Official Plan Amendment and Zoning By-Law Amendment would change the land use designation and zoning of a portion of the land legally known as Part Lot 20, Concession 6, 41812 Cranbrook Road in the Municipality of Morris-Turnberry; as illustrated in the attached schedules.

This application proposes to acknowledge the property has been rehabilitated from the previous use of a gravel pit.

The Official Plan Amendment is proposed to designate lands approximately 34 hectares (84 acres) from 'Mineral Aggregate' to 'Agriculture' and 'Natural Environment' as well as amend a small portion from 'Natural Environment' to 'Mineral Aggregate'.

The Zoning By-law Amendment proposes to rezone a portion of the subject lands ER1 (Extractive Resources) to AG1 (General Agricultural), NE1 (Natural Environment – Full Protection) and NE2 (Natural Environment – Limited Protection) and NE2 (Natural Environment – Limited Protection) to ER1 (Extractive Resources) is also being considered. The remainder of the property is not proposed to change.

This By-Law amends the Municipality of Morris-Turnberry Official Plan and Zoning By-Law 45-2014. A Key Map showing the location of the lands is attached as Schedule A.

The Zoning B-Law Amendment will not come into force until the Official Plan Amendment (OPA 16) is approved by the County of Huron, in accordance with Section 34(21) of the Planning Act.

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: September 5th, 2023
SUBJECT: Planning Staff Update

RECOMMENDATION

For information only

COMMENTS

In February of 2022, staff reported to council that the Planning and Development Department was undergoing some staffing changes and reassignments. The shift at the time saw Jenn Burns moving from Howick and Morris-Turnberry to the municipality of Huron East, and Meghan Tydd-Hrynyk joining the Department from the Ausable Bayfield Conservation Authority to cover the posting until March of 2023. At that time, assignments were reviewed, and Meghan remained with Morris-Turnberry and Howick. With staff returning from extended leaves and contracts coming to an end, the Department is adjusting assignments again. Meghan will be returning to the Ausable Bayfield Conservation Authority, and Laura Simpson will be assigned to work with Morris-Turnberry and Howick.

Meghan has built strong working relationships with both staff and ratepayers alike and her expertise has been much appreciated. She has been excellent to work with and will be missed.

Laura has been with the Planning Department since 2015 and has worked in both Huron East and North Huron. She has experience with community improvement plans, comprehensive zoning by-law review, five-year official plan reviews, and worked on the Wingham Area Industrial Land Strategy in 2018, which included properties in Lowertown. The municipality will certainly benefit from her experience and expertise and staff are looking forward to her joining our team.

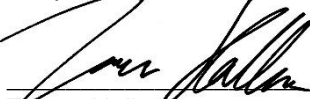
ATTACHMENTS

None.

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Mike Alcock, Director of Public Works
DATE: September 5th, 2023
SUBJECT: Operations Report

RECOMMENDATION

That the Council of the Municipality of Morris-Turnberry receive the Public Works Operations Report.

For Information Purposes Only

BACKGROUND

This report is intended to provide Council with an outline of Public Works Staff operations:

- Routine Road Patrols are being completed as scheduled and / or as required.
- The students have been line trimming around guiderails and at intersections for sight lines and around the “Welcome to Morris-Turnberry” signs as needed.
- The students have also been maintaining the parks and cemeteries by maintaining the grass and weeds, emptying garbage cans and keeping them tidy.
- Our summer students’ last day was Friday September 1st, they performed there jobs well with minimal supervision. We held our traditional end of summer bar-b-que during the week before they left. All staff and some Councilors were able to attend.
- Shop maintenance and vehicle maintenance is being completed as time permits and as required.
- Public Works staff continue cutting trees that pose a hazard when time permits.
- Public works staff continue cutting brush in the R.O.W. with the Brush cutter.
- Stumps grinding and rehab continues.
- Reconstruction work in Bluevale is expected to start in late September or early October.
- Roadside vegetation management for Phragmites will be completed in the upcoming weeks. ABCA completes this work on our behalf, and we receive funding through the Huron County Clean Water Program. We are really beginning to see a huge impact in the destruction of phragmites with this ongoing program.
- Scattered heavy rainfalls have let to an increased number of minor washouts requiring repair and monitoring.
- Public Works staff have removed several beaver dams affecting municipal roads.
- The numerous high speed internet projects on the go have let to a large increase in the number of locates each week. Completing 30 – 40 locates per week has become common.
- Public works staff have completed a few ditching projects. Of note is a ditching project on North Street that is over a priority gas line. Requirements for ditching in the area of priority gas lines involved “day lighting” with a vacuum truck. In this case 6 holes approximately 5’ deep had to opened up to allow the gas company to see the gas line prior to ditching. This process adds considerable cost to ditching projects in areas such as these.

Respectfully submitted,



Mike Alcock, Director of Public Works



Report to the Council on September 4th, 2023

Subject: 48" Polymer Coated CSP

Presented by: Mike Alcock

- **Recommendation:** That the Council of the Municipality of Morris-Turnberry accept the quotation of:

Hubb CAP (formerly E.S. Hubbell) for a **48" Polymer Coated CSP**, in the amount of \$7,217.10 (excluding HST).

- and authorize staff to execute the quotation and all other required documents.

Executive Summary:

In April 2023 after final revisions to the Morris-Turnberry budget had been completed, Public Works staff noticed that the culvert on the MacEwan Drain, crossing Kieffer Line north of C-Line Road appeared to be buckling. Upon further investigation the culvert bottom was found to be severely corroded and the mid section of the culvert had begun to collapse. These 2 factors together led to preparations for the ultimate replacement of the Culvert.

An investigation on the MacEwan Drain resulted in determining the drain is a class "D" water course. A class "D" watercourse has permanent flow and sensitive fish species present. Due to this factor, a site specific review by DFO is required. In addition, class "D" watercourses also have very restrictive timing windows for this type of work.

Since the culvert is on a Municipal Drain, the Drainage Superintendent was consulted and DFO was notified. The Municipality did its best to impress on them that the Culvert was in desperate need of replacement due to its imminent collapse which would not only harm habitat, but also result in a road closure. The Municipality also impressed on the DFO that the watercourse was more stagnant than its classification would suggest. Numerous attempts to get approval, or preliminary approval in order to allow us to order the CSP proved fruitless. Special made CSP can take as much as 6 – 8 weeks depending on the pipe manufacturers schedule.

The Director of Public Works and the Drainage Superintendent met with a DFO biologist to review the watercourse on August 25th, 2023. The Biologist determined that the pipe could be replaced with a same sized pipe and that it there did not appear to be any sensitive fish species present. The Municipality must still complete the work within the timing window but they will allow a 2 week extension beyond the September 30th timing window deadline.

Comments:

The existing CSP was installed approximately 20 years ago and failed prematurely. For this reason the Municipality requested Polymer Coated CSP which should last in excess of 75 years and comes at a premium cost approximately 25% more than galvanized.

The Municipality notified 3 qualified suppliers of CSP along with the specifications for the proposed pipe. Two suppliers sent quotes for the proposed pipe.

The following table summarizes the actual initial cost to the Municipality:

Supplier / Manufacturer	Delivery Lead Time	Chipper Price	Applicable HST (1.76%)	Actual Cost including 1.76% HST
HubbCAP	2 – 3 weeks	\$7,217.10	\$127.02	\$7,344.12
Armtec	3 – 4 weeks	\$11,521.50	\$202.78	\$11,724.28

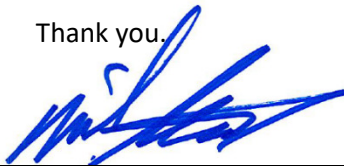
Both companies have supplied similar products to the Municipality in the past and both are capable of producing high quality CSP as specified.

In addition to the cost above there will also be the need to rent equipment and also provide some materials which are not expected to exceed \$6000 in addition to Morris-Turnberry staff and equipment time.

Budget:

This is an unbudgeted expense but necessary to avoid damage to the road or municipal drain. There is sufficient funds in the Public Works budget to complete the work. The budget impact for the purchase and delivery of the culvert will be \$7,344.12 (including 1.76% HST).

Thank you.



Mike Alcock
Director of Public Works



Report to the Council on September 4th, 2023

Subject: 2023 Trailer Mounted Chipper Tender

Presented by: Mike Alcock

- **Recommendation:** That the Council of the Municipality of Morris-Turnberry accept the tender of:

Vermeer Canada Inc. for a **Vermeer BC1500 Trailer Mounted Wood Chipper**, in the amount of \$123,000.00 (excluding HST).

- and authorize the Mayor and Administrator Clerk-Treasurer to execute the tender and all other required documents.

Executive Summary:

The approved 2023 Public Works budget includes \$120,000 for the proposed Trailer Mounted Wood Chipper in accordance with their equipment replacement schedule.

The tender closed at 12:00 noon on August 24th, 2023 at the Municipality of Morris-Turnberry office. Three equipment suppliers picked up tenders and two submitted tenders for the Tandem Snow Plow.

The equipment specified meets all of the required specification.

Comments:

Once the new chipper is delivered the replaced chipper will be advertised for sale on the Gov Deals website. The proceeds from the sale of the chipper are budgeted at \$10,000.

The Municipality's existing chipper is a Vermeer and has performed well. The replacement chipper is a couple model sizes larger than the existing chipper. The larger chipper is required due to the large amount of ash trees that are being removed as well as the Municipality not burning brush any longer. In 2010 when the existing chipper was purchased it was mainly used in urban areas. With the cessation of burning brush in the Municipality, the chipper is used more extensively and is required to chip larger brush than previously.

The following table summarizes the actual initial cost to the Municipality:

Supplier	Manufacturer	Chipper Price	Applicable HST (1.76%)	Actual Cost including 1.76% HST
Vermeer Canada Inc.	Vermeer	\$123,000.00	\$2,164.80	\$125,164.80
Allan Fyfe Equipment Inc.	Carlton	\$133,930.00	\$2,357.17	\$136,287.17

The Carlton Chipper was unable to meet some of the specifications. Most of the specifications that it failed to meet were minor, with a few of the unmet specifications being major, such as:

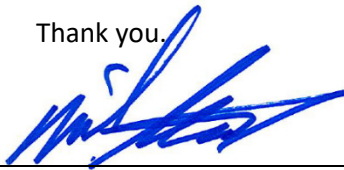
- No lower safety bar
- Feed table does not fold up also leading to a 31" longer unit.
- Horizontal measurement on In-feed opening is 15" vs. 20" min.

Budget:

The Municipality of Morris-Turnberry included \$120,000 for the replacement of the 2005 Vermeer Chipper that was purchased in 2010. The budget impact will be \$125,164.80 (including 1.76% HST).

To date with Fleet purchases and dispositions the municipality has realized approximately \$7,800 in savings and is expecting to do better than budgeted on the sale of our existing chipper.

Thank you.



Mike Alcock

Director of Public Works

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: September 5th, 2023
SUBJECT: Fire Response Cost Recovery

RECOMMENDATION

That staff be directed to bring forward the necessary by-laws to enter into an agreement with Fire Marque for the recovery of costs for Fire Department response from insurance companies.

BACKGROUND

Currently the Municipality of Morris-Turnberry receives fire protection services from the North Huron and Huron East fire departments. With the exception of costs associated with responses to unauthorized open burns, the Departments and the Municipality do not bill ratepayers directly for fire protection services. Revenues from the general levy (property taxes) cover the costs associated with fire protection, as well as any capital expenses the Municipality is responsible for associated with the fire halls, trucks, and equipment.

COMMENTS

In Ontario, home insurance is not mandatory, but many homeowners do have home insurance coverage as required by their bank or mortgage lender, and pay premiums accordingly. Most home insurance policies include policies for fire department service charges as additional coverage up to a certain amount that varies from \$500 to \$10,000, and in some cases is unlimited. Currently, Morris-Turnberry, and the Fire Departments that service it do not have the resources or expertise to submit claims to recover costs for fire department services from insurance companies under these policies.

Fire Marque is a Canadian company that specializes in the recovery of funds from insurance companies based on the costs incurred by the fire department while dealing with an emergency at properties that have insurance coverage. They have agreements in place with over one third of Ontario municipalities, including North Huron, Central Huron, and South Bruce.

Since Morris-Turnberry does not bill or submit claims for these services, insurance companies do not have to pay out these policies and are retaining the eligible funds as profit. The result is that ratepayers are paying for fire service coverage both through their property taxes and their insurance policies, but only receiving the benefits of the payments through property taxes.

In order to be able to recover fire department service charges from insurers, an agreement is required to authorize Fire Marque as an agent of the Municipality to collect on its behalf. The property owner would not be billed for the fire response, the claim would be submitted directly to the insurer by Fire Marque. There is no additional cost to the property owners as this coverage is already within their policies, and this type of coverage does not have a deductible. In twelve years of operation, Fire Marque reports that its experience has been that insurance premiums for property owners should not be affected, as the coverage already exists in their policies. The amount paid out by the insurance company for fire department service coverage does not reduce the payout to a homeowner directly from the insurer for a separate loss claim under the policy, as the fire service portion of the policy is established as additional coverage. No cost recovery or other action will be taken by Fire Marque if the homeowner's policy does not include fire department expense coverage, or if they do not have an insurance policy at all.

By partnering with Fire Marque, and passing a by-law establishing the appropriate fees, the Municipality will be able to begin to collect these fees, providing a new revenue stream for fire protection services. For their service, Fire Marque retains 30% of the recovered money. There is no additional cost to the Municipality.

The municipality has the legal authority to collect these funds as a fee, but measures must be taken to ensure they do not go to general revenues as this could be interpreted as an indirect tax, for which municipalities do not have legal authority. To protect Municipalities from this possibility, the Fire Marque agreement stipulates that must go directly to fire departments and be used for capital purchases and public education. While Morris-Turnberry does not have its own fire department, allocating the funds appropriately in the fire budget will satisfy the terms of the agreement. Money received in Morris-Turnberry would be put in a capital fire reserve to prepare for Morris-Turnberry's share of future capital equipment and vehicle replacement expenses.

Fire Chief Kent Readman has worked with Fire Marque previously and recommended that Morris-Turnberry consider partnering with them as a way to take advantage of this opportunity. The documentation and reporting that Fire Marque requires to submit the claims is already being done

by Chief Readman in the course of regular duties. Chief Readman assured staff that entering into an agreement with Fire Marque would not result in additional administrative work for his departments, or Morris-Turnberry staff.

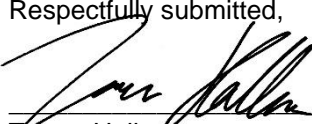
ATTACHMENTS

1. Fire Marque Brochure
2. Draft Fire Marque Agency Agreement
3. Draft Fire Department Specific Response Fee By-Law

OTHERS CONSULTED

Sean Brophy, Treasurer
Kent Readman, North Huron/Huron East Fire Chief

Respectfully submitted,



Trevor Hallam,
CAO/Clerk

Here are answers to some of the questions property owners frequently ask...

What or who is Fire Marque?

Fire Marque Inc. is a Canadian company that works with municipalities across Canada. We recover from insurance companies some of the costs fire departments incur while fighting fires or dealing with other insured emergencies impacting property.

Will the Fire Marque Program cost me any money out of my pocket?

No. The Fire Marque Program includes a formal agreement with a municipality and a process by which to recover the costs from your insurance company—not you.

Does Fire Marque Inc. have a legal right to claim reimbursement of these expenses?

Yes. Fire Marque Inc. has an agreement with your municipality to recover these expenses from your insurance company.

I pay property taxes, which include the cost of the fire department's services. Am I being charged a second time for the fire department?

No, you will never be charged. Only your insurance company will be required to pay. Your property taxes pay for the fixed costs of your fire department, like the fire hall, the trucks and equipment. The additional costs the fire department incurs (such as the fire suppressant or "foam" they use) are eligible to be recovered through your property policy.

Here's an example of a Homeowners Insurance Policy with "Fire Department Expense" coverage

Homeowners Insurance
protecting you and your home

Your State Farm® Homeowners Policy Provides Coverage For:

- Dwelling - Coverage A**
This coverage protects your home, including attached units like a porch or garage, and unattached buildings on your property that are not used for business.
- Personal Property - Coverage B**
This coverage protects personal property in your home, like clothes and furniture. It also provides protection for your personal property you take with you while away from home in motor vehicles throughout the world.

Coverage for your Home and Personal Property may include loss caused by:

- Fire or lightning
- Windstorm or hail
- Explosion
- Impact by aircraft or land vehicle
- Riot
- Strike
- Theft
- Falling object
- Vandalism or malicious acts
- Weight of ice, snow or sleet
- Sudden and accidental water damage from plumbing or appliances
- Sudden and accidental damage from artificially generated electrical current

Fire Department Service Charge
Pays up to \$500.

In this policy, the insurance company refers to the coverage as "Fire Department Service Charge" and provides a \$500 limit.

Some companies will increase coverage limits for a small, additional premium.

Check your policy for your coverage.

Will my insurance rates go up as a result of the Fire Marque Program?

No. Your property insurance policy already has the Fire Department Expense Coverage in it. Insurance companies have calculated premiums to include cost recoveries for your fire department's services.

Will the Fire Department expenses reduce my insurance payout or the amount of my insurance coverage?

No. The expenses a fire department incurs is an additional coverage in your policy.

If Fire Marque's invoice is more than my insurance coverage, do I have to pay the balance outstanding?

No. Fire Marque will only recover from your insurance company the limits of your coverage. There is NO cost to you.



What if I don't have insurance or my policy doesn't have "Fire Department Expense" coverage?

Nothing happens as there is no insurance coverage.

How am I kept informed about what's going on?

Fire Marque ensures you receive a copy of all letters and invoices sent to your insurance company.

Why is my name and address on the invoice?

The insurance companies have requested that the insured's name (property owner) and the property address is on the invoice.



■ **Where does the money go that Fire Marque Inc. collects?**

The funds go to the fire department. Many fire departments dedicate these funds to public education, training and equipment.

■ **How come auto premiums go up after an accident and property premiums don't?**

Auto policies are rated on a driver's driving record which may include factors such as: age, location, experience, vehicle use, as well as the type of vehicle driven.

Property insurance is rated on the building and contents. Some of the factors underwriters consider are: type of building and construction, age, location, how close a building is to a fire hydrant, what the replacement cost is of the building, whether there is an alarm system, type of heating, etc.



■ **Our municipality has volunteer firefighters. How does that work?**

When the volunteer fire fighter's pagers go off, they immediately rush to their designated fire station. The first fire fighters to arrive at the station jump into Bunker Gear (fire suits) and are dispatched to the fire. The ladder truck, pumper truck, utility truck (air tanks), tanker trucks then arrive at your property.

The volunteer fire fighters who arrive at the station after the trucks have left the fire hall, remain at the hall for backup duties or replacements. When the units return, the fire fighters who remained at the fire hall prepare the units for the next call.



To read the story about our mascot, Mickey go at our website www.firemarque.com



INFORMATION FOR PROPERTY OWNERS ABOUT THE FIRE MARQUE PROGRAM AND YOUR MUNICIPALITY



www.firemarque.com

1-855-424-5991

PO Box 2018, Thornton ON L0L 2N0

AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the "Agreement") made the ____ day of _____, 2023.

BETWEEN:

FIRE MARQUE INC.
(herein after referred to as the "Agent")

- and -

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
(herein after referred to as the "Municipality")

WHEREAS the Fire Department attends, when required, at Incident Sites to provide emergency services;

AND WHEREAS the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the Insurance Policies of the owner or tenant of the Incident Site;

AND WHEREAS the Municipality wishes to appoint the Agent, as its agent for the purpose of filing Claims on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites.

AND WHEREAS the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. DEFINITIONS

"**Agreement**" is this agreement, as may be amended;

"**Agency Fee**" is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds in accordance with Section 6;

"**Agency Fee Taxes**" are all taxes, duties and other charges (including any GST, HST or other value added taxes) applicable to the Agency Fee;

"**Agent**" is Fire Marque Inc., or its successors and assigns;

"**Claims**" an amount requested for payment for an insured loss which falls under the terms of Insurance Policies;

"**Emergency Cost Recovery Proceeds**" are the funds recovered by the Agent as a result of filing Claims with insurers pursuant to the Insurance Policies of the owner and or tenant of an Incident Site to recover the costs and expenses incurred by the Fire Department as result of attending and providing emergency services at an Incident Site;

"**Fire Department**" means a group of firefighters authorized to provide fire protection services by the Municipality;

"**Incident Reports**" are the property statistical fire reports;

"**Incident Sites**" is the municipal address or property location of the incident which is attended at by the Fire Department in relation to which the Fire Department incurs costs and expenses as a result of providing their emergency services;

"**Indemnification Technology®**" is the intellectual property owned and employed by the Agent in making claims to recover costs and expenses of the Fire Department incurred as result of providing emergency services at an Incident Site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the Fire Department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils;

"**Indemnitees**" means the Agent, its directors, partners, officers, agents, and employees;

"**Initial Term**" is the period commencing from the date of first written above and continuing thereafter for a period of five years;

"**Insurance Policies**" means an insurance policy of the owner or tenant who owns or rents the property located on the Incident Site;

"**Intellectual Property**" is any intellectual property of the Agent, including but not limited to any software, trade names, trademarks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology®;

"**Losses**" means all loses, costs, expenses, interest, charges, assessments, damages, liabilities, obligations, fines and penalties, including all reasonable costs incurred investigating, defending or negotiating the settlement or resolution of any demand, lawsuit, action, or proceeding, and specifically including reasonable legal and other professional fees and expenses on a "full indemnity", "solicitor and his own client" or comparable basis, regardless of whether the foregoing arise in, under or by virtue of common law, equity or other applicable law, contract, negligence, strict liability, breach of duty or otherwise;

"**Party**" or "**Parties**" is the Agent and the Municipality;

"**Municipality**" is the Corporation of the Municipality of Morris-Turnberry;

"**Renewal Term**" is a renewal term of 3 years;

"**Term**" is the Initial Term together with any subsequent Renewal Terms, until this Agreement is terminated in accordance with Section 14;

"**Termination Date**" is the date this Agreement terminates in accordance with Section 14; and,

"**Third Party Fire Departments**" is a fire department, fire brigade, persons and/or equipment that are not part of the Fire Department.

2. **TERM**

The term of this Agreement will begin as of the date first written above and continue for the period of the Initial Term and will automatically renew for successive Renewal Terms upon the expiry of the Initial Term or any preceding Renewal Term, unless this Agreement is terminated in accordance with Section 14.

3. **APPOINTMENT**

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all Claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policies of an owner or the tenant at any Incident Site.

4. **AGENT OBLIGATIONS**

During the Term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file Claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Fire Department;
- (b) To establish and maintain a non interest bearing trust account to receive and hold any Emergency Cost Recovery Proceeds in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);
- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7.
- (d) To deliver a statement to the Municipality providing reasonable detail in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to Claims and Emergency Cost Recovery Proceeds.

5. MUNICIPALITY'S OBLIGATIONS

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) in accordance with the Insurance Policies, ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:
 - (i) the purchase of equipment for the Fire Department
 - (ii) the provisions of training and education to the firefighters of the Fire Department; and/or
 - (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs;
- (c) if requested, to provide the Agent with documentation evidencing that the Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4; and
- (d) to the extent the Municipality or the Fire Department is paid or receives Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy, or from the owner or tenant of an Incident Site (as a result of such owner or tenant receiving the Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy), the Municipality agrees that it shall promptly remit payment of the Agency Fee that is payable to the Agent in relation to such Emergency Cost Recovery Proceeds (as determined in accordance with Section 6) and will provide the Agent with copies of all communications and notices received from the insurer under the Insurance Policy in relation to such Emergency Cost Recovery Proceeds for the Agent's own records.

6. AGENCY FEE

In consideration for the services provided by the Agent pursuant to this Agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "**Agency Fee**"). The Agent will be entitled, on a monthly basis, to invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

7. TAXES

It is understood by the parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("**Agency Fee Taxes**"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Fire Department, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

8. INTELLECTUAL PROPERTY

The Municipality agrees and acknowledges that any Intellectual Property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and confidential procedures for recovering funds for Fire Departments and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.

9. AUDIT

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

10. UNRECOVERABLE EXPENSES

No action will be undertaken by the Agent to collect any proceeds or file any Claims on behalf of the Municipality. The Fire Department will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by the Agent on behalf of the Municipality. The Municipality, at its own discretion, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through powers granted by their By-Laws or through litigation. Unless prior arrangements have been made on a specific file.

11. INCIDENTS ATTENDED TO BY OTHERS

It is acknowledged by the Parties that in certain instances, in addition to the Fire Department, other fire departments or other emergency personnel ("**Third Party Fire Departments**") may attend at an Incident Site and whose costs and expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required to take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third-Party Fire Departments. If the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Indemnitees from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

12. LIMIT ON LIABILITY

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policies of the owner or tenant of such services

13. INSURANCE & IDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or otherwise, in connection with the performance of its duties under this Agreement or any actions or inactions taken by the Fire Department or Municipality in connection with this Agreement, including as a result of any claims: (i) from insurers as a result of inaccuracies, misrepresentations or fraud in any of the Incident Reports and other information provided to Agent for the purpose of filing Claims; and (ii) from Third Party Fire Departments claiming rights to any Emergency Cost Recovery Proceeds that have been disbursed to the Fire Department. The foregoing liability and indemnification by Municipality shall not apply where the Losses arise from the Agent's gross negligence fraud or willful misconduct.

- (a) During the Term (and any renewal thereof as applicable) of this Agreement, the Agent shall procure and maintain an errors and omissions insurance policy of not less than five million dollars (\$5,000,000.00) coverage. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00).

- (b) The Agent shall carry a Commercial Blanket Bond with an amount no less than Fifty Thousand Dollars (\$50,000.00) that protects both the Agent and the Municipality with respect to any loss resulting from dishonesty, disappearance, destruction and Forgery act(s) arising from the work being performed by the Agent under this Agreement on behalf of the Municipality.
- (c) The Agent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate. This policy shall contain products and completed operations coverage, Non-owned automobile coverage, and coverage for claims resulting from Technology Network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00). The Municipality has the right to request, at any time confirmation of the insurance coverages and that the policy is in force.

14. TERMINATION

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party (the "**Termination Date**"), provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Fire Department at Incident Sites which occurred prior to the date of the Termination Date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Fire Department shall not make claims in respect of any incidents attended to by the Fire Department which occurred prior to the Terminate Date. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

15. NOTICES

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

If to the Municipality:

The Municipality of Morris-Turnberry
41342 Morris Road, PO Box 310
Brussels, ON
N0G 1H0
Phone: 519-887-6137
Fax: 519-887-6424

Attention: CAO

If to the Agent:

Fire Marque Inc.
P.O. Box 2018, Thornton, ON L0L 2N0
Phone: 1-855-424-5991 or 705-424-5991
Fax: 705-424-5702

Attention: Ted K. Woods

16. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

17. ARBITRATION

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act*, 1991, S.O. 1991, C. 17, as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;
- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator;
- (d) the *Arbitration Act*, 1991, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) All arbitrations shall be conducted in Barrie, Ontario **or in a location suitable to both parties.**

18. GOVERNING LAW

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.

19. WAIVER

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

20. ENTIRE AGREEMENT

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

21. AMENDMENTS

Amendments to this agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this agreement an amendment shall form a part of this Agreement.

22. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

23. ENUREMENT

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

24. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

25. LEGAL RELATIONSHIP

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION

Any information collected by the Agent and Municipality pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

27. LAWS

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

28. CONFIDENTIALITY

The Agent shall hold confidential and not disclose or release to any person other than the Agent and Municipality at any time during or following the term of this Agreement, except where required pursuant to the provisions of the Municipal Freedom of information and Protection of Privacy Act and/or the Personal Information Protection & Electronic Documents Act (PIPEDA), any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information. The Agent shall be entitled to disclose publicly the fact that the Municipality and/or the Fire Department are clients of the Agent.

29. CONFLICT OF INTEREST

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this Section by the Agent shall entitle the Municipality to terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**THE CORPORATION OF THE MUNICIPALITY OF
MORRIS-TURNBERRY**

By: _____
Name:
Title:

By: _____
Name:
Title:

FIRE MARQUE INC.

By: _____
Name:
Title:

By: _____
Name:
Title:



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. XX-2023

Being a By-Law to authorize cost recovery (fees) with respect to fire department specific response.

WHEREAS pursuant to section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time (the “Municipal Act”), the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS pursuant to section 391 of the Municipal Act, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

AND WHEREAS pursuant to section 398 of the Municipal Act, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

AND WHEREAS Council of the Corporation of the Municipality of Morris-Turnberry deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses;

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

1. In this By-Law:

- a. “Council” means Council of the Municipality;
- b. “Fire Department” means a fire department established by the Municipality in accordance with the provisions of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended from time to time;
- c. “Fire Department Specific Response Fees” means *cost recovery* fees for Fire Department attendance at a Property for which the Owner has Fire Department insurance coverage;
- d. “Indemnification Technology®” shall mean Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils;
- e. “Municipality” means the Corporation of the Municipality of Morris-Turnberry;
- f. “Owner” means the registered owner of property or any person, firm, corporation, partnership or society and their heirs, executors, administrators or other legal representatives, including a property manager, tenant, occupant, mortgagee in possession, receiver, manager, trustee or trustee in bankruptcy having control over or possession of the property or any portion thereof;
- g. “Property” means any real property located within the geographical boundaries of the Municipality, and any real property to which the Fire Department is under a service agreement to provide Fire Department Response services, Automatic Aid or Mutual Aid. Real property includes buildings, contents and structures of any nature and kind in or upon such lands to which service is provided;

2. The Municipality hereby authorizes the imposition of fees from time to time in accordance with the provisions of this By-Law.
3. The Owner of Property shall be responsible for the payment of Fire Department Specific Response Fees imposed by this By-Law in accordance with the Schedule of Fees, attached hereto and forming part of this By-Law.
4. The Municipality may use Indemnification Technology® to assess applicable insurance coverage for Fire Department Specific Response Fees.
5. Fees imposed pursuant to this By-Law constitute a debt of the Owner to the Municipality and may be added to the tax roll of the Property to which the Fire Department Specific Response Fees relate.
6. Where the Municipality believes and/or Indemnification Technology® indicates Fire Department Specific Response Fees are applicable but the Owner does not have, in part or in full, insurance coverage for fire department charges for the Property, the Municipality may adjust the Fire Department Specific Response Fees to the extent of insurance coverage upon provision by the Owner of evidence, to the satisfaction of the Municipality, that no such insurance coverage exists or to demonstrate the limits of such coverage.
7. In this By-Law, words importing the neuter gender shall include the feminine gender and masculine gender and vice versa and words importing the singular shall include the plural where the context requires.
8. If any term or provision of this By-Law or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this By-Law or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby, it being the intention of the Council that each term and provision of this By-Law shall be separately valid and enforceable to the fullest extent permitted by law.

Read a FIRST and SECOND time this ____ day of ____ 2023

Read a THIRD time and FINALLY PASSED this ____ day of ____ 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam

SCHEDULE OF FEES

1. Fire Department Specific Response Fees

The Fire Department Specific Response Fees shall be the total of:

- a. **Current MTO* rate per unit per hour or portion thereof for each unit
- b. rate per person per hour or portion thereof for each firefighter
- c. *other costs including but not limited to; Foam, Metered Water, Air Tank Re-filling, Cleaning Equipment, DSPA or similar type units, cost to replace damaged or destroyed equipment, specialized response costs such as Water Bomber Drops*

*The MTO rate per unit per hour is set by the Ministry of Transportation. This rate is adjusted periodically in accordance with the consumer price index.

Such fees shall be charged and calculated on the basis of each Fire Department vehicle attending, resources consumed in attendance to the property incident. The time shall be measured from the time of departure of each unit from the Fire Department's facilities to the time the unit is cleared for the next call out.

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Sean Brophy, Treasurer
DATE: September 5, 2023
SUBJECT: Audit Fee Proposal for 2023 & 2024

RECOMMENDATION

That Council review the attached audit quote for auditing services for 2023 & 2024 and accept the quote from Seebach & Company.

*Moved by
Seconded by*

That the Council of the Municipality of Morris-Turnberry hereby accepts the quotation provided by Seebach and Company for the provision of Municipal Auditing Services,

And that staff are directed to return a by-law appointing Seebach and Company as Municipal Auditors for the years 2023 and 2024 for consideration at a future meeting of Council.

BACKGROUND

Section 296(1)(a) of the Municipal Act states that:

"A municipality shall appoint an auditor licensed under the *Public Accounting Act, 2004* who is responsible for, annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit"

Professional Services are defined in the Morris-Turnberry Procurement Policy as:

"**Professional Services**" means those services requiring the skills of professionals for a defined service required including but not limited to:

(i) architects, engineers, economic development, designers, surveyors, geoscientists, project managers, consultants, **auditors**, accountants, medical professionals and legal counsel/advisors;

Section 4 of the Morris-Turnberry Procurement Policy states the procedure for engaging Consultants, Engineers, Architects, Trainers and similar types of **Professional Services** to be exempt from the Procurement Policy, provided that:

- a) Funding for these goods and services must be included in the approved annual budget
- b) The following criteria will be used in the selection of the above:
 - i. Competence and experience on similar projects;
 - ii. Previous experience and satisfactory performance in carrying out similar and related work in the Municipality including the ability to complete the work within the required time frame and project budget
 - iii. Fees for service will be competitive and reasonable

COMMENTS

For comparison, the previous auditing services quote was received on September 28, 2021 from Seebach & Company and covered the fiscal years 2021 & 2022.

2021 \$15,750 plus HST
2022 \$16,000 plus HST

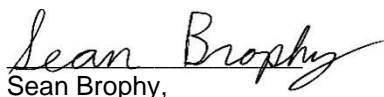
ATTACHMENTS

1. Seebach & Company, Audit fee proposal for 2023 & 2024

OTHERS CONSULTED

Trevor Hallam, CAO/Clerk

Respectfully submitted,


Sean Brophy,
Treasurer

Seebach & Company

Chartered Accountants

P.O. Box 758
41 Ontario Street
CLINTON, ONTARIO N0M 1L0
Tel: (519) 482-7979
Fax: (519) 482-5761
vbs@vbsca.ca

August 10, 2023

Sean Brophy, Treasurer
Municipality of Morris-Turnberry
41342 Morris Road, RR 4
Brussels, ON
N0G 1H0

Dear Sean:

Re: Audit fee proposal

Thank you for the opportunity to present our proposal.

Our proposed fees for preparation and audit of your Consolidated Financial Statements for the fiscal years 2023 and 2024 are \$17,000. and \$17,500. respectively, plus HST.

Additional projects requested by the municipality or additional services required for changes in reporting standards would be in addition to the proposed fee for audit services. As in the past, routine assistance and advice would generally be provided at no extra charge.

Please contact us should you require additional information.

Yours truly
Seebach & Company
per:

A handwritten signature in cursive script, appearing to read "Nancy Bruce".

CORPORATION OF THE COUNTY OF HURON

TO: Warden and Members of Council
FROM: Jeff Horseman, Chief Emergency Services
DATE: 8/16/2023
SUBJECT:

RECOMMENDATION:

RECOMMENDED MOTION:

THAT:

The Council of the County of Huron receives the report by Jeff Horseman, Chief Emergency Services, dated August 16, 2023, titled Brussels Paramedic Base Approval and Draft Lease Agreement, as presented for information;

AND FURTHER THAT:

The Council of the County of Huron direct Huron County staff to proceed with the Municipality of Huron East on the construction of the Brussels Fire Hall expansion and Paramedic Base;

AND FURTHER THAT:

A final lease agreement be brought to Huron County Council for approval once the final construction costs have been determined.

BACKGROUND:

County staff, with direction from Huron County Council, have been working with the Municipality of Huron East to develop a renovation and expansion of the Brussels fire hall to include a proper Paramedic base for a long-term solution.

At the March 22, 2023, County Council meeting, approval was given to staff to proceed with Huron East in issuing an RFP for the construction of this base (report attached). Once the initial costing was determined, County Council was to be advised for final consideration before proceeding.

COMMENTS:

The Municipality of Huron East issued a design-build tender on May 12, 2023. The tender closed June 13, 2023. One (1) tender was received from Domm Construction Ltd.

The tender submission is as follows:

- Total \$1,175,000.00 + HST:
- Breakdown of total:
 - Fire Hall Expansion: \$243,200 + HST;
 - EMS Station Addition: \$729,300 + HST;
 - Site Works: \$153,000 + HST;
 - Asphalt: \$49,500 + HST.
- Domm Construction has estimated the construction to take approximately 24 weeks.

Cost includes the design and construction for the expansion/addition. Huron East staff recommend that a 15% contingency amount of \$176,000 be available for the project.

The Paramedic station will include two (2) drive through vehicle bays, medical storage areas, Paramedic crew room, two (2) small administration offices, and associated washroom/changerooms.

The original approach that was agreed upon by staff from Huron East and Huron County is as follows:

- Huron East would be the lead on the project and would procure the work;
- Huron County would have input on their needs and requirements for the Paramedic station;
- Huron East would debenture Huron County’s share of the capital cost with Huron County paying Huron East principal and interest for a 5-year (proposed) debenture period;
- Huron East would invoice Huron County for rent, indexed for cost of living increases, for the Paramedic portion that would cover the following costs:
 - Capital replacement and repair costs over the life of the addition;
 - Administrative costs;
 - Maintenance cost for the building, grounds, equipment and parking areas;
 - Insurance;
 - Property tax in lieu;
- Huron East will track and invoice Huron County for utility costs apportioned to the Paramedic station – project includes secondary meters on services that will not create separate service connections.
- Huron County will be responsible for:
 - cleaning of the Paramedic station
 - supply of consumables
 - separate security system;
 - BTS systems
 - Liability insurance;
 - Contents insurance.

Details of the above terms have been incorporated into a draft formal agreement between Huron County and Huron East (attached) which will be finalized and submitted for approval in the late fall of 2023 or early 2024 once final construction costs have been determined.

OTHERS CONSULTED:

Meighan Wark, CAO
 Steve Lund, Director of Operations.
 Michael Blumhagen, County Treasurer.
 Rob Taylor, Deputy Chief Operations
 Brad McRoberts, CAO Huron East
 Kent Readman, Fire Chief Huron East

INFORMATION TECHNOLOGY IMPACTS:

FINANCIAL IMPACTS:

Work/Scope Description	Huron East	Huron County	Total
Building	\$ 243,200	\$ 729,300	\$ 972,500
Percentage	25%	75%	100%
Ground Work	\$ 38,262	\$ 114,738	\$ 153,000
Asphalt	\$ 12,379	\$ 37,121	\$ 49,500
Sub Total	\$ 293,841	\$ 881,160	\$ 1,175,001
Contingency	\$ 44,000	\$ 132,000	\$ 176,000
Total	\$ 337,841	\$ 1,013,160	\$ 1,351,001
Note: All costs exclusive of HST			

The estimated time to complete construction for this project is 24 weeks, therefore, expected completion is approximately February 2024. At this point, none of the costs for this project have been incorporated into the 2023 Emergency Services budget.

All costs will be incorporated into the 2024 Emergency Services budget. Although all costs should be approved to be included in the normal 50/50 funding agreement with the Province, it is likely that Huron County will be required to carry 100% of the costs for 2024 but will receive the increased funds for this project in 2025.

Currently, staff are recommending that the Capital costs for this project be paid over a five (5) year period. As outlined in the draft agreement, the amount would be approximately \$232,000.00 per year.

The proposed annual rental agreement for this building includes an initial 10-year term with an annual rent of approximately \$25,920.00 + HST (increased annually by CPI).

The associated costs for building security, BTS equipment, and furnishings has not been completely costed at this point but would be included in the 2024 Emergency Services budget.

PRIVACY IMPACTS:

CLIMATE IMPACTS:

COUNCIL PRINCIPLES:

Long-term fiscal sustainability, Service excellence, Community-centered

SMT VALUES:

Support, Respect, Honesty

SMT MANTRAS:

Tell me how it's good for Huron County, Have honest conversations

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Draft Lease Brussels Paramedic Base	Agreement/Contract	8/3/2023	Draft_Lease_-_Brussels_Fire_-_Paramedic_Base.pdf
▢ March 22 2023 Report Brussels Base Design	Backup Material	8/3/2023	March_22_2023_Brussels_Base_Design.pdf

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2023-4205

August 22, 2023

Dear Head of Council,

Subject: Building Faster Fund

The housing supply crisis affects all of Ontario – from rural communities to large, urban centres. Our government is committed to building at least 1.5 million homes by 2031, with municipalities across the province as our key partners.

On August 21, 2023, Premier Ford announced the new Building Faster Fund, a new three-year-\$1.2 billion program to help municipalities meet or exceed their share of the province's 1.5 million homes goal.

As announced by Premier Ford, 10% of the overall funding will be set aside for small, rural and northern communities that have not been assigned a housing target by the province, in order to address their unique needs in supporting growth in housing supply.

Ontario will be consulting with the Association of Municipalities of Ontario and the Housing Supply Action Plan Implementation Team on program design details of the Building Faster Fund, including how the funds can best support small, rural and northern communities, and I look forward to sharing more information with you in the future. As Ontario grows, we need to build more homes. I look forward to your support in ensuring that everyone – newcomers, young families and seniors – can afford a place to call home.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c: Hon. Nina Tangri, Associate Minister of Housing
Ryan Amato, Chief of Staff, Minister's Office
Martha Greenberg, Deputy Minister
Joshua Paul, Assistant Deputy Minister, Market Housing Division
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division
Caspar Hall, Assistant Deputy Minister, Local Government Division

WINGHAM COMMUNITY CONNECTORS *presents*

*Come out to meet
representatives from our
community organizations.*

*Sign up to volunteer
because doing good,
does you good!*

Supported by



United Way
Perth-Huron



Sunday
September

24, 2023

1 – 3 pm

Knights of
Columbus Centre
99 Kerr Drive
Wingham

VOLUNTEER FAIR 2023

For information contact Peggy Kinsman: pkinsman50@icloud.com

Proceeds Support:



United Way
Perth-Huron

NORTHERN HURON
CONNECTION
CENTRE

Lucky Local Raffle

MUSIC/FOOD PACKAGE:

★ VALUE \$1,100 ★

- FOGAL'S INDEPENDENT \$100
- FOODLAND \$100
- BLYTH FOOD MARKET \$100
- FOUR MUSIC IN THE FIELDS
2024 WEEKEND PASSES \$800

WINGHAM PACKAGE:

★ VALUE \$570 ★

- WINGHAM IRONMEN SEASON PASS \$120
- TOWN HALL HERITAGE THEATRE \$100
- HOTEL LUX \$250
- CASTINGS PUBLIC HOUSE \$50
- SWEETS N' TREATS \$50

BLYTH PACKAGE:

★ VALUE \$350 ★

- BLYTH FESTIVAL 2024 SEASON \$100
- CARRIAGE HOUSE SUITES \$150
- THE BLYTH INN \$50
- SWEETS N' TREATS \$50

\$10/TICKET ★ 1,000 PRINTED

Draw Date: Sunday, Sept. 24 ★ 2pm ★ North Huron
Wecast Community Complex ★ *Volunteer Fair 1-3pm*

TICKETS AVAILABLE FOR CASH PURCHASE AT:

IN BLYTH: ULTRAMAR • SWEETS N' TREATS • PENNY'S

IN WINGHAM: LIBRO CREDIT UNION • SWEETS N' TREATS • THE WORKSHOP



OR CALL 877-818-8867 TO ARRANGE
DELIVERY BY A VOLUNTEER

Belgrave Summary (with SCADA Data)

July, 2023

WELL FLOW

		<u>Flow, L/s</u>	<u>Volume, m3</u>
McCrea	Max:	3.85	144.37
	Average:	3.51	85.82
	Total:		2,660.55

TREATED FLOW - Discharge

Max:	160.43	m3
Average:	95.93	m3
Total:	2,973.68	m3

Jane

Max:	1.46	34.66
Average:	1.35	21.48
Total:		665.89

SCADA On-Line Analyzer

CL2 Residual (free):

Max:	1.65	mg/L
Min:	1.22	mg/L
Average:	1.41	mg/L

Combined:

Min:	4.69
Max:	178.41
Average:	107.30
Total:	3,326.44

TURBIDITIES

	<u>McCrea</u>	<u>Jane</u>	
Max:	0.16	0.20	NTU
Min:	0.16	0.20	NTU
Average:	0.16	0.20	NTU
# Grab Samples:	1	1	

Treated Water Grab Residuals:

CL2 Residual (free):

Max:	1.51	mg/L
Min:	1.28	mg/L
Average:	1.38	mg/L
# Grab Samples:	18	

CHEMICAL USE

Chlorine:		<u>Pump # 1</u>	<u>Pump # 2</u>
Total	Litres	0.00	116.57
Total	kg	0.00	7.58
Average, mg/L	Dosage	0.00	7.78

CHLORINATION ON DISTRIBUTION SYSTEM

Humphrey On-Line Analyzer:

CL2 Residual (free)

Max:	1.44	mg/L
Min:	1.34	mg/L
Average:	1.23	mg/L

Potassium Permanganate:

Total	Litres	156.74	60.85
Total	kg	3.13	1.22
Average, mg/L	Dosage	1.25	1.25

Distribution Grab Residuals:

CL2 Residual (free)

Max:	1.32	mg/L
Min:	1.17	mg/L
Average:	1.24	mg/L
# Grab Samples:	18	

BACTERIOLOGICAL TESTING

Treated Water to Distribution

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

Heterotrophic Plate Counts

Tests Done:	4
Counts >500/mL:	0

Distribution Water

Tests Done:	8
E.Coli Found:	0
Total Coliform Found:	0

Heterotrophic Plate Counts

Tests Done:	4
Counts >500/mL:	0

Operators that operated the system:

Nancy Mayhew	Water Treatment - Class 2	16185	Jan 31, 2024
Gary Nicholson	Water Treatment - Class 2	95123	July 31, 2025
Ben Nethery	Water Treatment - Class 1	98589	Sept. 30, 2023
Ryan Mackay	Water Treatment - Class 1	114060	May 31, 2024

Jane Raw Water

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0

McCrea Raw Water

Tests Done:	4
E.Coli Found:	0
Total Coliform Found:	0



SOURCE PROTECTION COMMITTEE

MINUTES – MEETING #91

MEETING: SOURCE PROTECTION COMMITTEE

DATE: FRIDAY, MARCH 31, 2023

TIME: 1:00 P.M.

LOCATION: GREY SAUBLE CONSERVATION

CALL TO ORDER

The Chair called the meeting to order at 1:00 p.m.

In Attendance: Chair, Carl Kuhnke
Andrew Barton, Stan Eby, John Fruin, Harley Greenfield, Dick Hibma,
Les Nichols, Dan Orr, Troy Pelletier, Gord Timmerman,

Virtual Attendance: Tara Saab, Mitch Twolan
Mary Gooding, Ex-officio, Ministry of the Environment, Conservation
and Parks (MECP)
Karen Gillan, Program Supervisor & Communications Specialist, DWSP

Others Present: Carl Seider, Project Manager, Drinking Water Source Protection (DWSP)
Nancy Guest, Recording Secretary, DWSP

Also in Attendance: Tim Lanthier, CAO, Grey Sauble Conservation
Jennifer Stephens, General Manager/Secretary-Treasurer, Saugeen Conservation
Danielle Walker, Wellington County DWSP
Devon Wilhelm, Water Operator, Chippewas of Nawash

Regrets: Robert Emerson

The newly appointed Chair introduced himself and welcomed all present including Source Protection Committee members and visitors.

1. Adoption of Agenda

Motion No.
SPC-23-243

Moved by John Fruin
Seconded by Stan Eby

THAT the Agenda be adopted as distributed.

Carried

2. Disclosure of Pecuniary or Conflict of Interest

Source Protection Committee (SPC) members were reminded to disclose any pecuniary interest that may arise during the course of the meeting. No disclosures of pecuniary interest were expressed at this time.

3. Adoption of Minutes

**Motion No.
SPC-23-244**

**Moved by Dick Hibma
Seconded by Les Nichols**

THAT the Minutes of the November 25, 2022 Source Protection Committee meeting be adopted as distributed.

Carried

4. Matters Arising from the Minutes

No matters arose from the previous minutes. The Project Manager noted that the pesticides issue will be carried forward to a future meeting.

5. Correspondence

There was no correspondence at this time.

6. Reports

Administration Report 6a

Source Protection Committee Chair Appointment:

The Project Manager thanked member Dick Hibma for graciously and capably acting as interim chair until the formal appointment of Chair Kuhnke was finalized.

The Project Manager welcomed the newly appointed Chair of the SPC, Carl Kuhnke, who comes to the Committee with extensive experience, having recently retired as the CEO of the Walkerton Clean Water Centre, is the President and CEO of the Owen Sound Transportation Company, as well as a municipal councillor in Brockton and representative on the Brockton Police Services Board.

Source Protection Committee Representative Appointments:

Several members' terms are ending and searches are in progress for renewals/replacements. CAOs of the relevant municipalities were contacted for names of candidates respecting the municipal representatives, resulting in the appointment of Troy Pelletier and Harley Greenfield who replaced Dennis Kefalas and Jim Uram respectively. Notices have been issued respecting two agricultural representatives and one environmental representative and the usual appointment process will be followed.

Scott's Point Well Update:

Work continues respecting the delineation of the new wellhead protection area (WHPA) around the new Scott's Point well in the Municipality of Kincardine. Staff confirmed that, since the new WHPA delineation falls completely within the old area and there were no new threats affecting property owners, Source Protection Plan (SPP) amendments can be completed as part of the other planned sec. 34 amendments. The original well will not be a backup well and will be decommissioned when the replacement well comes online and the new WHPA is delineated.

Chesley Well:

The Municipality of Arran-Elderslie has plans to drill a new test well in the spring of 2023 in the hopes of locating a suitable location for the production well.

**Motion No.
SPC-23-245**

**Moved by Gord Timmerman
Seconded by Andrew Barton**

THAT: the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee receives Administration Report 6a for information and welcomes Harley Greenfield as the new Municipal Sector Representative Group #4 on the Committee.

Carried

Communications Report 6b

The Communications Specialist reviewed Communications Report 6b and advised that work is underway to complete the annual newsletter and documents that accompany the release of the Annual Progress Report. Information respecting salt distribution was shared earlier in the winter. The Children's Water Festival will be an in-person event this year and the organizing committee is seeking volunteers to share their knowledge and expertise. The Communications Specialist and Project Manager attended the Grey-Bruce Farmers week and helped inform attendees about the Source Water program.

7. New Business

Annual Progress Report 7a

The Project Manager reviewed the Annual Progress Report 7a and advised that the Annual Progress Report covers the period from January 1, 2022 to December 31, 2022 and highlights the progress of the Source Protection Plan (SPP) implementation, results of municipal monitoring programs, risk management activities, Ministry reporting of prescribed instruments, and reporting requirements for Conservation Authorities under the local Source Protection Plan. Out of 164 Risk Management Plans (RMP) in this Region, 160 have been completed. The remaining 4 RMPs are in progress awaiting responses from owner corporations. The terms of the RMPs are spread out over time to enable Staff to monitor the Plans. New RMPs will be required with the introduction of the amended salt policies. Staff is anticipating a larger number of RMPs in the Wellington County portion of the Region, perhaps double the current numbers.

Municipalities continue to conduct regular septic inspections and some previous inspections are being updated after the 5-year inspection period expires. Municipalities are pro-active in this matter and some have consultants conducting inspections on their behalf.

The Committee discussed that the message being sent to the Ministry with the Annual Progress Report and agreed that there should be an emphasis on the increasing cost of implementation and climate change.

**Motion No.
SPC-23-246**

**Moved by John Fruin
Seconded by Harley Greenfield**

THAT: the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee receives a copy of the draft Source Protection Annual Progress Report and directs Staff to provide the Report, along with any comments, as discussed, to the Ministry of the Environment, Conservation and Parks by May 1, 2023.

Carried

Septic Policy Report 7b

The Project Manager reviewed Septic Policy Report 7b and advised that the proposed septic policy impacting Lake Rosalind and Marl Lake were discussed at a recent Council meeting for the Municipality of Brockton, with the municipal representative from the SPC, John Fruin, the General Manager of Saugeen Conservation, Jennifer Stephens, and the Lake Association members in attendance. The new policy will be drafted to reduce the risk of drinking water systems from septic systems or holding tanks in vulnerable areas around the Lakes. The matter was discussed at some length and a motion passed as below.

**Motion No.
SPC-23-247**

**Moved by John Fruin
Seconded by Harley Greenfield**

THAT: Staff is directed to continue discussions with the Municipality of Brockton, the Lake Rosalind Residents Association and the residents surrounding Lake Rosalind/Marl Lake regarding the possibility of future Source Protection Plan amendments,

AND FURTHER: THAT: Staff is directed to submit draft wording for a new Moderate/Low policy for a discretionary inspection program for septic systems around Lake Rosalind/Marl Lake to Ministry staff for early engagement consultation.

Carried

Snow Policy Report 7c

The Project Manager reviewed Snow Policy Report 7c and advised that the thresholds for snow storage and distance that would determine a significant threat have been lowered according to the 2021 Director's Technical Rules. Amended snow storage policies were reviewed given these Technical Rule changes.

**Motion No.
SPC-23-248**

**Moved by John Fruin
Seconded by Harley Greenfield**

THAT: Drinking Water Source Protection Staff is directed to submit draft wording for snow policy amendments to the Ministry of the Environment, Conservation and Parks for early engagement consultation purposes.

Carried

8. Other Business

There was no other business.

**Motion No.
SPC-23-249**

**Moved by John Fruin
Seconded by Harley Greenfield**

THAT: the Saugeen, Grey Sauble, Northern Bruce Peninsula Source Protection Committee receives all reports presented at this meeting for information, including all recommendations contained therein.

Carried

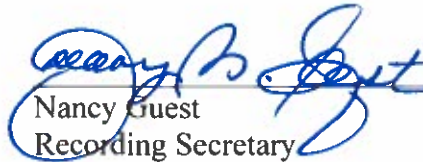
9. Confirmation of Next Meeting and Adjournment

The next Committee meeting will be held on Friday, July 28, 2023 at Grey Sauble Conservation.

There being no further business, Stan Eby made a motion to adjourn at 3:00 p.m.



Carl Kuhnke
Chair



Nancy Guest
Recording Secretary

Notice of Public Meeting

For a Proposed Zoning Change as part of the 5-Year Review of the Township's Zoning By-law (Zoning By-law Amendment)

The Township of North Huron is currently reviewing its Zoning By-law. As part of this review, pre-zoning of large, undeveloped land designated Residential in the Official Plan and currently zoned Future Development is being considered.

Pre-zoning is proposed for 309 King Street, Blyth (Plan 170, Park Lots 2 to 5 Part Park Lot 1, Blyth Ward, Township of North Huron – locally known as the Jackson Farm).



Figure 1: Map of subject lands and surrounding area with 2020 dated aerial imagery.

The subject lands are designated Residential in the North Huron Official Plan. You are being notified of this re-zoning because your name appears on the assessment roll for properties within 120 metres of the subject lands, or you are an agency requiring notice.

The proposed zoning change will be considered at a Public Meeting on **Monday, September 18th, 2023 at 6:00pm** at the Town Hall Theatre at 274 Josephine St., Wingham.

Purpose and Effect

- Change the zoning on the subject lands from Future Development (FD) zone to Residential Low Density Special Zones with Holding (R1-15-h) or Residential Medium Density Special Zone with Holding (R2-24-h)
 - The proposed zone provisions and zone map is included in **Schedule 1**
 - The permitted uses, including residential building types, for the R1 and R2 zones are included in **Appendix A**.
- Inclusion of a holding symbol (-h) on subject zoning until such time that the required technical materials and studies are received and an accompanying planning application (e.g. Plan of Subdivision) is received, circulated and processed.

What is Pre-zoning?

Pre-zoning is a process by which large, undeveloped parcels of land are zoned to permit specific uses (residential in this case). The goal of pre-zoning is to facilitate the development of more housing units, recognizing that other planning approvals, such as a Plan of Subdivision for example, will be required.

Effect of Holding Symbol

It is proposed that a holding (-h) symbol be applied to the pre-zone. The effect of the holding is that development would not proceed until the required technical materials (e.g. servicing information, stormwater management details, technical studies) are received and related planning approvals (i.e. Plan of Subdivision) are in place.

Details of the Site-Specific Pre-zoning

A conceptual plan, prepared by representatives of the subject landowner, is attached solely for informational purposes in **Appendix B**. This concept is subject to change as detailed technical materials relating to servicing, stormwater management, or other technical matters are addressed. Stormwater management facilities are permitted in residential zones and the location/size is subject to change upon detailed engineering.

Have Your Say:

Any person may provide comments, either in support of or in opposition to the proposed Zoning By-law Amendment. It is recommended that members of the public reach out to the County Planner first if they have any questions or comments about the proposal. Hanna Holman, Planner, may be reached at (519) 524-8394 ext. 3 or hholman@huroncounty.ca

You may speak during the public meeting, however individuals are encouraged to submit their written comments before the meeting for the public record. It is recommended that these written comments be received prior to **September 11, 2023** to be included on the Council agenda.

Written comments may be submitted by:

- Emailing Hanna Holman at hholman@huroncounty.ca
- Mail to the Township of North Huron Municipal Office at 274 Josephine Street, Wingham ON, N0G 2W0, PO Box 90 (Attn: Hanna Holman, Planner)

Comments submitted, including the originator's name and address, become part of the public record. Comments may be viewed by the general public or published in a planning report and Council agenda.

Your Rights

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of North Huron before the by-law is passed, the person or public body is not entitled to appeal the decision.

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

If you are receiving this notice because you are the owner of property in the area of the amendment that contains seven or more residential units, you must post this notice in a location that is visible to all of the residents of your property.

Additional Information relating to the proposed Zoning By-law Amendment is available for inspection during regular office hours at the Township of North Huron Municipal Office (519-357-3550) and the Huron County Planning and Development Department (519) 524-8394 ext. 3. The County Planner assigned to this file, Hanna Holman, may also be contacted at hholman@huroncounty.ca.

Dated at the Township of North Huron
This 11th day of August, 2023

Carson Lamb, Director of Legislative Services/Clerk
Township of North Huron,
274 Josephine Street, Wingham ON
N0G 2W0
(519)-357-3550

APPENDIX A – Current Proposed Zoning Framework

The following is provided for information, showing the proposed permitted uses and residential building types the R1 (Residential Low Density) and R2 (Residential Medium Density) zones as per the current proposed draft Zoning By-law Update.

Residential Low Density (R1) Zone

Permitted uses in areas of full services:

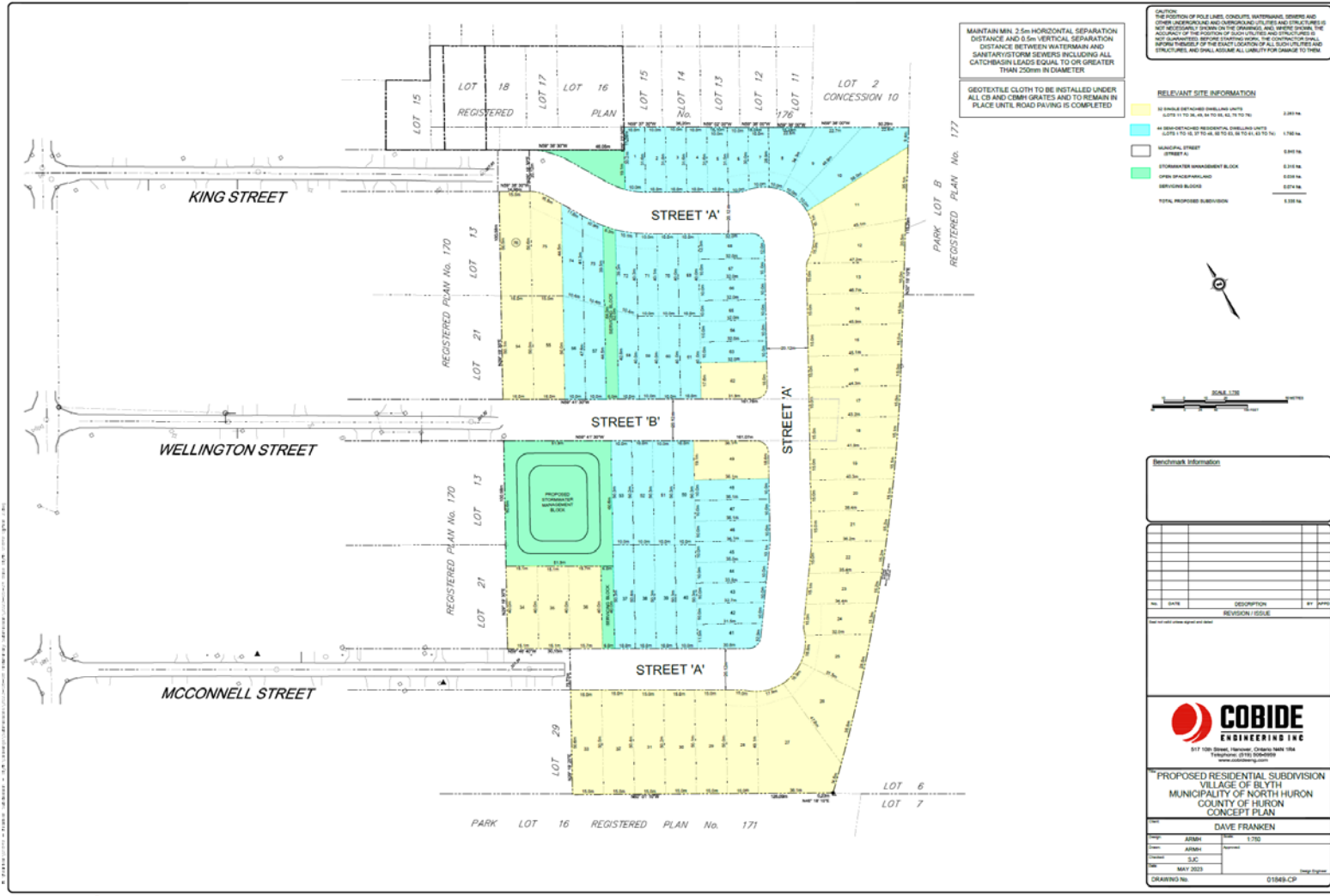
- single detached dwelling
- semi-detached dwelling
- duplex dwelling
- rowhouse dwelling (maximum of 3 units)
- triplex dwelling
- quadraplex dwelling
- dwelling with supports
- converted dwelling
- dwelling with supports

Residential Low Density (R2) Zone

Permitted uses in areas of full services:

- Uses permitted in the R1 zone
- rowhouse dwelling (no unit limit)
- multiple unit dwelling (apartment building to a maximum of 3 storeys)
- retirement home
- dwelling with supports

APPENDIX B – Concept Plan (as provided by landowner’s representatives for information, subject to change)



Note: This concept plan, prepared by the representatives of the subject landowner, is subject to change and is provided solely for information purposes. This concept is subject to change as detailed technical materials relating to servicing, stormwater management, or other technical matters are addressed. Stormwater management facilities are permitted in all residential zones and the location/size is also subject to change upon detailed engineering.

**SCHEDULE 1
CORPORATION OF THE
TOWNSHIP OF NORTH HURON
BY-LAW -2023**

WHEREAS Section 39.1(3) of the Planning Act, 1990, authorizes a municipality to pass a by-law under Section 34 of the Planning Act, 1990, for the purpose of authorizing the use of lands, buildings, or structures for purposes otherwise prohibited by the by-law.

WHEREAS the Council of the Corporation of the Township of North Huron considers it advisable to amend Zoning By-law 82-2008 of the Township of North Huron.

NOW, THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS as follows:

1. This by-law shall apply to the property at Plan 170, Park Lots 2 to 5 Part Park Lot 1, Blyth Ward, Township of North Huron as shown in the attached Schedules. The property is known municipally as 309 King Street, Blyth.
2. By-law 82-2008 is hereby amended by changing from FD (Future Development) to R1-15-h (Residential Low Density with Holding Special Zone 15 or R2-24-h (Residential-Medium Density with Holding Special Zone 24) as per the zone symbol on the lands outlined the attached Schedule B.
3. Section 26.13, R1 Special Zones is hereby amended by the addition of the following:

26.13.15 R1-15-h

In the areas zoned R1-15-h, R1 uses are permitted subject to the provisions of Section 26 upon the removal of the holding symbol. The holding symbol shall not be removed until an application for a Plan of Subdivision or Plan of Condominium receives draft approval, sufficient servicing is available, and the required technical materials and studies at the time of application are received regarding land use compatibility with existing industrial operations.

4. Section 27.13, R2 Special Zones is hereby amended by the addition of the following:

27.13.21 R2-24-h

In the areas zoned R2-24-h, R1 and R2 uses are permitted subject to the provisions of Section 27 upon the removal of the holding symbol. The holding symbol shall not be removed until an application for a Plan of Subdivision, Plan of Condominium or Site Plan Control receives draft approval, sufficient servicing is available, and the required technical materials and studies at the time of application are received regarding land use compatibility with existing industrial operations.

5. All other provisions of By-law 82-2008 shall apply.
6. This by-law shall come into force upon final passing, pursuant to Section 34(21) and 39.1(3) of the Planning Act, RSO 1990, as amended.

READ A FIRST TIME ON THE	DAY OF	, 2023.
READ A SECOND TIME ON THE	DAY OF	, 2023.
READ A THIRD TIME AND PASSED THIS	DAY OF	, 2023.

Paul Heffer, Reeve

Carson Lamb, Clerk

Schedule A Location Map

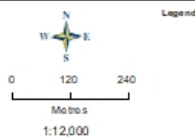
Township of North Huron
Location Map

Village of Blyth



Produced by the County of Huron GIS Services with data supplied under License by Members of the Ontario Geospatial Data Exchange, MVCA, ABCA, SVCA, UTRCA and MNR&F. Orthoimage flown in 2020. This map is illustrative only. Do not rely on it as a precise indicator of routes, feature locations, nor as a guide to navigation. Copyright © King's Printer 2023.

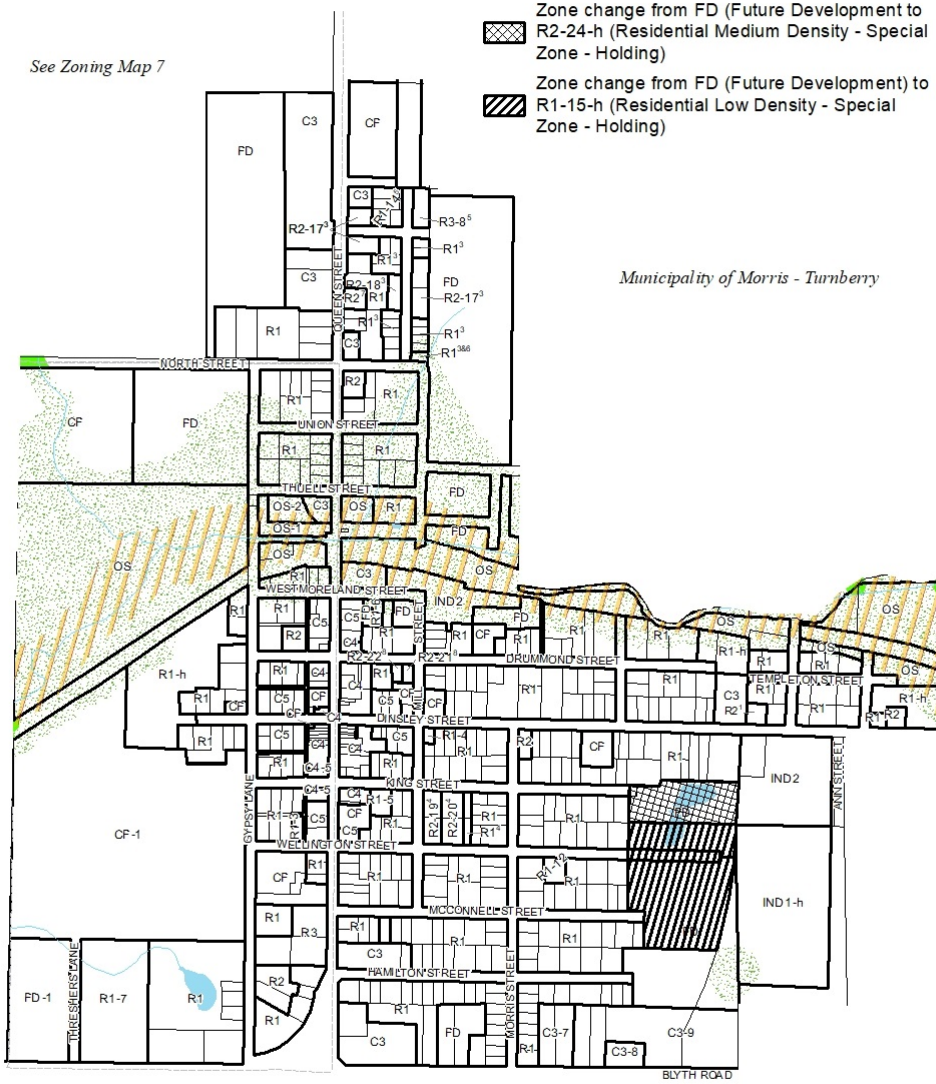
Last Modified 7/31/2023



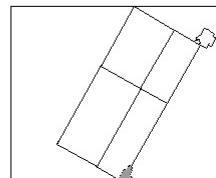
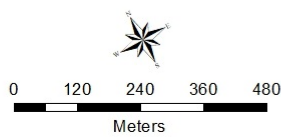
Schedule B Map of Proposed Zone Changes

Zone Map 3	<p>Amendments</p> <ol style="list-style-type: none"> 1 Amended by By-law 24-2016 2 Amended by By-law 81-2017 3 Amended by By-law 11-2018 4 Amended by By-law 57-2019 5 Amended by By-law 53-2021 6 Amended by By-law 85-2021 7 Amended by By-law 02-2022 8 Amended by By-law 11-2022 <p>REVISION DATE <u>July 31, 2023</u></p>	<p>Schedule 'A' Township of North Huron <i>Blyth</i> Zone Map</p>	Zone Map 3
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See Zoning Map 7



Municipality of Morris - Turnberry



Zone Map 3

Amendments

- 1 Amended by By-law 24-2016
- 2 Amended by By-law 31-2017
- 3 Amended by By-law 11-2018
- 4 Amended by By-law 57-2019
- 5 Amended by By-law 53-2021
- 6 Amended by By-law 58-2021
- 7 Amended by By-law 02-2021
- 8 Amended by By-law 11-2022

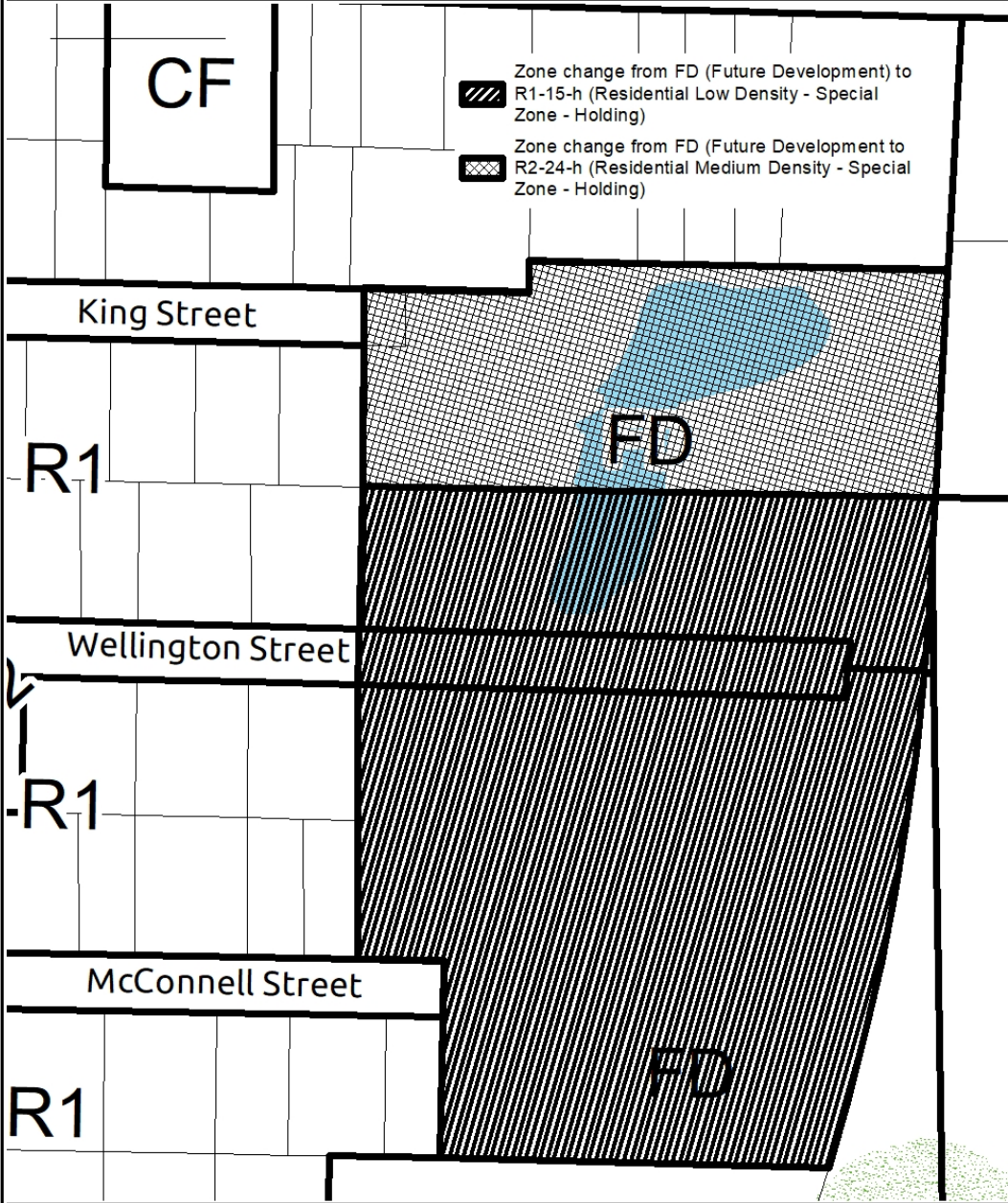
REVISION DATE August 01, 2023













Schedule 'A'
Township of North Huron
Blyth
Zone Map

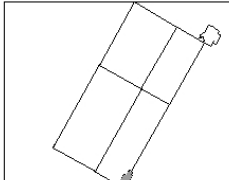
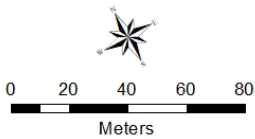
Zone Map 3

CF

-  Zone change from FD (Future Development) to R1-15-h (Residential Low Density - Special Zone - Holding)
-  Zone change from FD (Future Development) to R2-24-h (Residential Medium Density - Special Zone - Holding)



 Zone - AG1 unless otherwise labeled	 Conservation Authority Regulated Lands	 Floodplain
 Property Boundary	 Water Body	
 Lot Boundary	 River/ Stream	
 Zone - NE1 unless otherwise labeled	 Open Landfill	
 Zone - NE2 unless otherwise labeled	 Closed Landfill	
	 Landfill Buffer 500m	





CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 46 -2023

Being a By-law to adopt revised Health and Safety Policies

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 224 of the *Municipal Act, 2001*, as amended, establishes that it is the role of Council to develop and evaluate the policies and programs of the municipality;

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

- 1) That the amendments of the Municipal Health and Safety Policy of the Municipality of Morris-Turnberry are hereby adopted and attached hereto as Schedule 'A';
- 2) That the Mayor and Clerk are hereby empowered to sign and execute all documents necessary to empower this by-law;
- 3) That annually, the Joint Health and Safety Committee will review the Health and Safety Policy and make such changes to its appendices as are considered appropriate to keep the plan current;
- 4) That other By-laws or resolutions or parts of By-laws or resolutions relating to the Municipal Health and Safety Policy inconsistent with this By-law are hereby repealed;
- 5) That this by-law comes into force on the final passing thereof.

Read a FIRST and SECOND time this 5th day of September 2023

Read a THIRD time and FINALLY PASSED this 5th day of September 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam

LEADERSHIP, COMMITMENT, ROLES & RESPONSIBILITIES

Date of Issue: September 21, 2022	Review Date: Annually - September
Written by: Kim Johnston	Date: September 16, 2022
Reviewed by: Joint Health and Safety Committee	Date: September 21, 2022
Approved by: Trevor Hallam, CAO/Clerk	Date: September 21, 2022

1. PURPOSE

To define the health and safety responsibilities of Senior Management with various levels of authority in the organization, following obligations established in the Occupational Health and Safety Act (OHSA) and Regulations.

The elected officials and management of the Municipality of Morris-Turnberry are vitally interested in the health and safety of all its employees. Protection of employees from injury or occupational disease is a continuing objective. The Municipality of Morris-Turnberry will make every effort to provide a safe, healthy work environment. All supervisors and workers must be dedicated to the continuing objective of reducing the risk of injury.

Effective leadership and commitment from Senior Management for the health and well-being of everyone in the workplace is essential. Senior management has the ultimate responsibility for the health and safety of all workers. Senior Management will ensure a Health and Safety Policy is developed annually in accordance with OHSA legislation and to reflect our municipality's commitment to health and safety.

Health and Safety Policy:

To provide a guideline which outlines the health and safety responsibilities of various workplace parties.

The Municipality of Morris-Turnberry as an employer is ultimately responsible for worker health and safety. The Council and Senior Management will take every precaution reasonable for the protection of the worker.

Every worker must protect their own safety by working in compliance with the law and safe work practices and guidelines established by the Municipality.

The Municipality of Morris-Turnberry is committed in that a policy of health and safety form an integral part of its visions and everyone from the Mayor to the worker endorses the policy.



Trevor Hallam, CAO/Clerk

2. SCOPE

This standard applies to all areas of the workplace and all workers at all levels of the organization.

3. DEFINITIONS

Competent Person – Means a person who:

- Is qualified because of knowledge, training and experience to organize the work and its performance.
- Is familiar with the Act and the Regulations that apply to the work, and
- Has knowledge of any potential or actual danger to health or safety in the workplace.
- When appointing a Supervisor, the Employer must appoint a Competent Person.

Constructor – Means a person who:

- Undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer.

Employer – Means a person who:

- Employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, contractor or subcontractor to perform work or services.
- Includes Councillors, Senior Management such as CAO/Clerk, Director of Public Works

Health and Safety Management System (HSMS) – means a coordinated system of procedures, processes and other measures that is designed to be implemented by employers in order to promote continuous improvement in occupational health and safety.

Owner – Includes:

- A trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace, and a person who acts for or on behalf of any owner as an agent or delegate.

Prescribed – Means:

- Prescribed by a regulation made under the Occupational Health and Safety Act.
- To lay down, in writing or otherwise, as a rule or a course of action to be followed.

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Supervisor – Means a person who:

- Has charge of a workplace or authority over a worker.
- Includes Public Works Foreman

Worker – Means any of the following:

- A person who performs work or supplies services for monetary compensation.
- A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student enrolled.
- A person who performs work or supplies services for no monetary compensation under a program approved by a college or applied arts and technology, university, private career college or other post-secondary institution.

Workplace – Means:

- Any place in, on, or near where a worker works. It could be a building, an open field, a road, forest, vehicle, etc.

4. ROLES AND RESPONSIBILITIES

Morris-Turnberry Council Responsibilities

- Responsible for the Health and Safety of all employees.
- Responsible for ensuring all employees and management are protected from personal injury (and liability).
- Ultimately accountable for the health and safety management system and ensuring it addresses and complies with all provincial acts, regulations, and requirements.
- Ensures compliance with legislative and regulatory requirements on behalf of the Municipality and assumes the responsibilities of the employer in legislation.
- Ensures proper functioning of the Internal Responsibility System (IRS).
- Ultimately responsible for establishing the Health and Safety Policy Statement for the organization (signed and dated annually), including the setting of safety objectives and ensuring those actions are appropriately resourced.
- Responsible for promoting, sponsoring, and supporting the Health and Safety Policy Manual. Holds ultimate accountability to employees, management, and regulatory authorities for health and safety.

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

Senior Management Responsibilities

- Responsible for setting the Municipality's safety rules, ensuring a program to ensure rules are followed, and for the performance of the health and safety system.
- Responsible for ensuring the implementation and maintenance of a program for managing and evaluating sub-contractors performing work under the organization.
- Responsible for reviewing and endorsing the Municipal Workplace Violence and Harassment Program and ensuring that program is appropriately resourced. Senior Management is responsible for taking the appropriate actions to prevent incidents of violence and harassment in the workplace.
- Responsible for reviewing and endorsing the company Return to Work and Re-Employment Program to manage the procedures surrounding employee return to work following a workplace injury.
- Responsible for participating in the Annual Joint Health and Safety Policy Review process.
- Responsible for the health and safety performance of the employees.
- Accountable to the Council for health and safety performance and for carrying out the Council's vision for health and safety for the Municipality.
- Accountable to employees, supervisors, and management under their control and area(s) of responsibility – for health and safety.
- Responsible for ensuring the health and safety manual addresses all current health and safety legislative requirements and that an effective program is in place to ensure these requirements are being met.
- Responsible for conducting workplace inspections as per the workplace inspection schedule.
- Responsible for implementing and maintaining a program to manage the health and safety requirements of sub-contractors.
- Responsible for ensuring the Municipality's rules are adhered to.
- Responsible for ensuring employees under their control are current with required health and safety training, including health and safety orientation training for new employees.
- Responsible for promoting, sponsoring and supporting the Health and Safety Policy and Manual.
- Accountable for health and safety performance and for carrying out the Council's vision for health and safety for the corporation (Health & Safety Policy Statement).
- Accountable to employees, supervisors, and management under their control and area(s) of responsibility – for health and safety.

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

- Responsible for ensuring all employees are aware of their health and safety responsibilities and that all employees put the rules, procedures, and regulations into practice.
- Responsible for implementing and maintaining a program to manage the health and safety requirements of sub-contractors.
- Responsible for ensuring that employees under their control are current with required health and safety training and that a mechanism is in place to identify and carry out safety-related training.
- Responsible for cooperating with the Joint Health and Safety Committee (JHSC) where required.
- Responsible for holding meetings during which health and safety performance is reviewed, including incidents and investigations, workplace inspections, etc.
- Responsible for promoting, sponsoring and supporting the Health and Safety Policy/Manual.
- Design and develop Municipal policies and procedures on workplace safety and health issues.

Supervisor Responsibilities

- Responsibilities include their assistance in developing, implementing, and enforcing the Municipality's policies and procedures.
- Must continually promote health and safety awareness with instruction, information, training and supervision to ensure the safe performance of employees.
- Review Health and Safety Policy Statement with all staff.
- Utilize the process of hazard identification, risk management and incident investigation.
- Perform occupational health and safety inspections of the workplace to identify and control any and all hazards to employees.
- Held accountable for the health and safety of workers under their supervision.
- Ensure that machinery and equipment are safe and that employees work in compliance with established safe work practices and procedures.
- Ensure that employees receive adequate training in their specific work tasks to protect their health and safety.
- Conduct health and safety meetings within department.
- Design and develop accident / incident reports and investigation procedures

Health & Safety Committee Responsibilities

- Revise Health and Safety Policy Statement and forward draft to Council.
- Liaise with government agencies to ensure workplace health and safety compliance.
- Act as an advisor to management on safety and health policy issues.

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- Coordinate and perform health and safety inspections as per the workplace inspection schedule and follow up to ensure the completion of necessary corrective actions.
- Research/ Recommend Best Practices.
- Maintain an up-to-date working knowledge of health and safety regulations as mandated locally, federally, or by the province.
- Review injury and illness trends and identify problem areas and solutions.

Worker Responsibilities

- Review Health and Safety Policy Statement.
- Completion of required occupational health and safety training.
- Responsible for compliance with occupational health and safety policies and procedures.
- Performance of their duties in a manner conducive to a safe workplace, following all safety practices and procedures.
- Must notify Supervisor/Foreman of any health and safety concerns, so that they may be dealt with promptly.
- Every employee must protect his or her own health and safety by working in compliance with the law and with safe work practices and procedures established.
- Use appropriate personal protective equipment as required.
- Reporting of any incident, injury or hazard as outlined in procedures.
- Report any acts of violence or harassment in the workplace.
- Promoting a hazard-free workplace.
- Learning the posted Emergency Plan detailing their facilities procedures pertaining to: Fire, Weather, or Medical Emergency.
- Report unsafe or potentially hazardous conditions, without fear of reprisal, to their Supervisor/Foreman or Human Resources.

5. PROCEDURES AND GUIDELINES

1. Senior Management will develop draft/revision of Health and Safety Policy Statement and forward it to the Joint Health and Safety Committee for review.

At a minimum the statement will confirm employer's commitment in the following areas of health and safety.

- a) Commitment to preventing occupational illness and injury in the workplace
- b) Commitment to meet all legal requirements
- c) Involve workers in the development of the policy

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- d) Working together to create a workplace that is physically and psychologically safe
 - e) Commitment to continually improving the health and safety program and health and safety performance
2. Once the Senior Management has reviewed the Health & Safety Policy Statement the draft will be forwarded to the Council who will review draft provided and make revisions as required. Final approved version will be signed and dated by the most Senior Management person on site (CAO/Clerk) and be sent to Health and Safety Committee for distribution to the various areas.
 3. Senior Management will ensure the Health and Safety Policy Statement is posted in a high traffic area within the workplace under their control and ensure distribution to all staff. These include but are not limited to the Health and Safety Board and Front Entrance of the Municipal office.

This process will be done every year in January at the first meeting of the Senior Management. A documented record of the annual review will be retained in the meeting minutes.

6. HAZARDS

This policy, program and procedures are applicable to all hazards which may affect any Municipality of Morris-Turnberry workers.

7. COMMUNICATION

- Health & Safety responsibilities will be communicated to all management during their health and safety management training program (completed within 3 days of hire).
- The Health & Safety Policy Statement will be posted in high traffic areas such as the Health and Safety bulletin boards and/or front entrance in all facilities. A safety meeting will be held to explain and subsequently review the Policy annually. The Policy will be introduced to new staff and reviewed with recently promoted staff during orientation.
- Employees that bring forward (voice or identify) a health and safety concern will be recognized as contributing to the HSMS and never be subject to retaliation.
- Health and Safety comments will be reviewed by Senior Management/Joint Health and Safety Committee. The Senior Management & the Joint Health and Safety Committee will initiate an investigation on each reported and/or potential hazard.

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- Employees are encouraged to inform their supervisor or Health & Safety representative of any matter they perceive to be an actual or potential workplace hazard.
- Communication can be written, oral or electronic and may be anonymous, if so desired.

8. TRAINING

- All employees require training on their legislative and internal health and safety responsibilities. The training will be performed within each department. The training will be completed annually as well as within the first 3 days for any new hires.
- Each employee must sign the training record at the completion of the health and safety training/refresher session.
- All records of any health and safety training must be kept in their personnel file.

9. RELATED FORMS AND DOCUMENTATION

Health and Safety Policy Statement

10. LEGISLATION AND STANDARDS

- Occupational Health and Safety Act (OHSA) – Section 8 Representative
- Occupational Health and Safety Act (OHSA) – Section 9 JHSC
- Occupational Health and Safety Act (OHSA) – Section 25 Employers
- Occupational Health and Safety Act (OHSA) – Section 27 Supervisor
- Occupational Health and Safety Act (OHSA) – Section 28 Worker

11. EVALUTION AND REVISION HISTORY

Annually the Senior Management/Supervisors will evaluate through surveys, interviews and observations to ensure all procedures outlined in the policy are conducted.

CHANGES TRACKING	
DETAILS OF CHANGES	DATE CHANGED

HEALTH AND SAFETY COMMUNICATION

Date of Issue: July 7, 2023	Review Date: Annually - September
Written by: Kim Johnston	Date: June 16, 2023
Reviewed by: Joint Health and Safety Committee	Date: June 21, 2023
Approved by: Trevor Hallam, CAO/Clerk	Date: July 7, 2023

1. PURPOSE

Communication is one of the keys to a healthy, safe, and productive workplace. It is needed to ensure roles and directions are understood; to warn against dangers; to avoid unsafe practices; to promote critical emergency response and particularly to learn about (and from!) the concerns and hazards that workers encounter.

The purpose of this policy is to outline the various channels used by the Municipality to facilitate communication coming from Senior Management, and to provide a means for two-way communication and dialogue among management and workers.

2. OBJECTIVE

To ensure the roles and directions are understood, to warn against dangers, to avoid unsafe practices, and to promote critical emergency response and particularly to learn about and from the concerns and hazards those worker's encounter.

3. SCOPE

This policy applies to all workers at all levels of the organization.

4. DEFINITIONS

Communication – is not simply the transmission of messages; rather, it is the mutual exchange of understanding and shared meaning leading to co-operation and better practices.

5. ROLES AND RESPONSIBILITIES

Senior Management, Supervisors and Employees

Supervisors at all levels, (including Senior Managers), are expected to inform employees of the hazards to which they may be exposed based on the job function or task being performed. The type and format of communication will vary based upon the level of responsibility.

As a minimum, the following is expected of each of the levels within the Municipality:

Morris-Turnberry Council Responsibilities

- Responsible for the Health and Safety of all employees.
- Responsible for ensuring all employees and management are protected from personal injury (and liability).
- Ultimately accountable for the health and safety management system and ensuring it addresses and complies with all provincial acts, regulations, and requirements.
- Ensures compliance with legislative and regulatory requirements on behalf of the Municipality and assumes the responsibilities of the employer in legislation.
- Ensures proper functioning of the Internal Responsibility System (IRS).
- Ultimately responsible for establishing the Health and Safety Policy Statement for the organization (signed and dated annually), including the setting of safety objectives and ensuring those actions are appropriately resourced.
- Responsible for promoting, sponsoring, and supporting the Health and Safety Policy Manual. Holds ultimate accountability to employees, management, and regulatory authorities for health and safety.

Senior Management Responsibilities

- Senior Managers should have regular discussions with their teams to specifically discuss safety-related issues. Health and Safety will be a standing agenda item on all management team meeting agendas. The purpose of including health and safety as an agenda item on management team meetings is to update the management team on the status of health and safety objectives as well as to discuss areas of OHS concerns. These meetings will be documented and made available to relevant parties.
- Senior management must ensure that health and safety issues, documents, reports etc. are shared with the JHSC/HSR.
- In addition to internal health & safety communication, senior management may be required to communicate with external stakeholders (e.g. MLTSD, WSIB, Health & Safety consultants).
- Modes of communication will include newsletters, bulletin boards, safety talks, department meetings, memorandums included with paysheets.

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

Supervisor Responsibilities

- Managers and Supervisors must communicate regularly with employees to ensure expectations are clear and that controls required to reduce risk are understood and implemented. Managers and Supervisors should strongly encourage employees to identify and report hazards. Instances of observed non-conformance to safe work procedures will be discussed, including any issues related to the failure of workers to use proper personal protective equipment and/or safety devices. Managers and Supervisors should consult with front-line employees and JHSC/HSR with respect to health and safety hazards, controls and implementation.
- In addition to internal health & safety communication, managers and supervisor may be required to communicate with external stakeholders (e.g. MLTSD, WSIB, Health & Safety consultants).

Health & Safety Committee Responsibilities

- The Joint Health and Safety Committee plays an important role in sharing and resolving health & safety information between management and workers related to health & safety concerns, control measures, action plans etc.

Worker Responsibilities

- In addition to the requirement to report incidents, all employees have a legal duty, under the Occupational Health and Safety Act, to advise their supervisor of any workplace hazards they are aware of. When appropriate, employees should also communicate safety concerns to their co-workers, and/or their JHSC/HSR.
- Employees may communicate with external parties regarding health and safety issues as required.

Contractors

- Prior to the start of any work done by contractors it is essential they are advised of any known hazards, including the presence of designated substances, which may be encountered during the scope of work. Should the contractor encounter any unforeseen hazard during the course of their work they are required to advise the organization.
- Observations of unsafe work practices on the part of a contracted employee are to be brought to the attention of the contractor supervisor, preferably by the project manager of the company, so that the contractor supervisor can relay appropriate safe work instructions to their staff.
- All written contract documents should outline the health and safety responsibilities of all workplace parties, including for example, who is the “constructor”.

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

6. PROCEDURES AND GUIDELINES

The Municipality, in its endeavour to create and maintain a healthy and safe work environment, as outlined in our health and safety policy, believes that communication is essential to the effective working of our Health and Safety program.

For an organization to survive and function effectively, there must be a constant flow of operational, strategic, and corporate communication to inform, instruct and motivate target audiences, including Employers, Managers, workforce, clients, and contractors.

Effective communication allows growth and development and helps with anticipating and responding to changes in the external environment.

The Municipality of Morris-Turnberry uses various methods for communicating safety information across the organization. This communication is both formal and informal, scheduled and routine, and in response to various emergencies, incidents that have occurred, or in direct response to a risk.

Effective health and safety communication shall be achieved by means such as:

1. Health and Safety Communication Boards

Health and Safety board's include information pertaining to: workplace inspections, safety newsletters, copies of Safety legislation, and members of the Joint Health and Safety Committees and those trained in First Aid. The safety board will be in prominent locations in all workplaces of the Municipality. There are legislative requirements for the information that must be posted on the safety board.

2. Safety Talks

The purpose of safety talks is to provide information, instruction, and supervision to a worker to protect the health and safety of a worker. Supervisors will conduct weekly safety talks with all employees under their control (intended for public works as opposed to administrative workers). Such meetings will be held during normal work time and can be approximately 10-15 minutes in duration. They also act as a means for workers to participate in their personal safety. Safety talks are documents with employees' signatures, dates and the name of the supervisor conducting the safety talk.

3. JHSC Communications

As required by legislation, Joint Health & Safety Committees are expected to communicate the minutes of the JHSC meetings and results of any workplace inspections. The JHSC is required to post a hard copy of the minutes on the location's health and safety board.

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

4. Job Hazard Analysis/ Hazard Identification

The Job Hazard Analysis must be completed prior to the start of any new work or the start of every work shift. In addition, they must also be done on an ongoing basis to include instances where there are changes to the process or environment, or if a new hazard is introduced/identified during the work process or any other significant change to the original job plan. The Job Hazard Analysis form will be used for ongoing assessments.

Hazard Assessments are to be completed with the involvement of all applicable workers on the job site including Project Managers, Supervisors, workers and sub-contractors (when applicable). Each individual must sign a copy of the JHA as documentation that the hazards have been discussed and all parties are aware of how to control or mitigate them. If a new hazard is identified or introduced, the Supervisor will immediately stop the work and implement control measures to eliminate or reduce the hazard. The work will not re-start until all workers have been made aware of the hazards and are instructed on the control measures.

5. Safety Alerts/Bulletins

The Joint Health and Safety committee from time to time will issue communication to all employees on safety related matters that may be time sensitive or require immediate dissemination.

6. Safe Work Practices & Procedures

Safe Work practices offer general information related to the protection of workers' health and safety by offering reminders, actions and tips for dealing with certain work situations. Safe Work practices list the responsibilities of both supervisors and workers, provide an explanation on selection and use of the Safe Work practices and the various protective mechanisms that relate to the practice.

Worker input in the development and review of safe work practices and procedures is an important part of the health and safety management system. Both workers and management shall participate in the development and review of Safety Work Practices and Procedures.

7. Training Program

Training is an essential component to employees, personal and skill development. It is also instrumental in preventing incidents, injuries, illness and property damage. When employees have the skills to perform the work tasks properly, the awareness of hazards, and the knowledge of the potential risk – they are equipped to perform the job safely.

8. Participation in Safety Communication

Safety communication is most effective when it is “two-way” – from management to workers and from workers to management. Participation of Senior Management in safety communication – including safety meetings, safety training sessions, annual general meetings are crucial to successful communication. Management participation in safety talks, safety meetings and communication with crews during workplace inspections is strongly encouraged.

9. Reporting to Provincial Authorities

If a person is killed or critically injured at the workplace, the employer must immediately notify the Ministry of Labour, JHSC Representative by telephone or other direct means. The employer must provide a written report of the circumstances surrounding the incident to the Chief Administrative Officer within 48 hours of the incident.

If a person is unable to perform his or her regular work activities or requires medical attention because of a workplace incident, the employer must provide a written report of the circumstances surrounding the incident to the JHSC Representative within four days of being advised.

If an incident or unexpected event (premature or unexpected explosion, fire, flood or in rush of water, failure of any equipment, machine, device, article or thing, cave-in), occurs at a construction site, the constructor of the project must provide a written report containing any prescribed information to the JHSC Representative and employer within two days of the incident.

All health and safety communication must adhere to confidentiality requirements with respect to legislation, municipal policies and industry best practices.

Methods of ensuring communication is appropriate for the intended audience (ie accommodating an individual with hearing or vision impairment, language skills & literacy)

7. HAZARDS

This policy, program and procedure is applicable to all hazards which may affect any Municipality of Morris-Turnberry workers.

8. COMMUNICATION AND TRAINING

- Inclusion in the Municipal Health and Safety manual
- Senior Management communicating directly to subordinates
- New employee orientation and initial job instruction
- Reviewed annually with all employees, including as part of the annual performance review

**Municipality of Morris-Turnberry Health and Safety
POLICY & PROCEDURE**

9. RELATED FORMS AND DOCUMENTATION

- Hazard Reporting Policy
- Injury, Illness and Incident Reporting Policy
- Health & Safety Training

10. LEGISLATION AND STANDARDS

- Occupational Health and Safety Act (OHSA)

11. EVALUTION AND REVISION HISTORY

Senior Management will measure the effectiveness of the policy.

- Number of employees who have received health and safety communications.
- Document evidence of managers/supervisor communicating this policy.
- Recorded # of communications delivered, and media used (ex. # of safety talks; # of emails related to this policy; accuracy and quality of information on the health and safety notice boards)
- Worker feedback/survey on effectiveness of communication procedures
- Management will identify and address gaps in this policy and its implementation and communicate the changes to relevant parties.
- Based on the results of the annual review management will acknowledge the success of this policy and its implementation through Board Report, e-mails, memos, presentations.

CHANGES TRACKING	
DETAILS OF CHANGES	DATE CHANGED

HEALTH AND SAFETY PARTICIPATION

Date of Issue: July 7, 2023	Review Date: Annually - September
Written by: Kim Johnston	Date: June 16, 2023
Reviewed by: Joint Health and Safety Committee	Date: June 21, 2023
Approved by: Trevor Hallam, CAO/Clerk	Date: July 7, 2023

1. PURPOSE

This standard provides a framework to establish, implement, monitor, and maintain a procedure(s) to ensure people at all levels of the business are consulted and participate in the planning, implementation and evaluation of the health and safety program.

2. SCOPE

This standard applies to all areas of the workplace and all workers at all levels of the organization.

3. OBJECTIVES

- To ensure worker representation on the Joint Health & Safety Committee and/or Health and Safety Representation.
- To ensure people at all levels participate in hazard identification, risk assessments, and determination of controls.
- To ensure people at all levels participate in incident investigations.
- To ensure people at all levels participate in the document and review of health and safety policies, procedures, processes and health and safety objectives.
- To ensure relevant health and safety reports are accessible.
- To ensure people at all levels participate in health and safety matters, as appropriate.

To be effective, any health and safety program needs the meaningful participation of workers and their representatives. Workers have much to gain from a successful program and the most to lose if the program fails. They also often know the most about potential hazards associated with their jobs. Successful programs tap into this knowledge base.

4. DEFINITIONS

Participation - is about employees of all levels being engaged, consulted with and contributing to his/her health, safety and wellbeing.

5. ROLES AND RESPONSIBILITIES

Senior Management Responsibilities

- Acquaint a worker or a person in authority over a worker with any hazards OHS s. 25(2)(d)
- To establish a Joint Health and Safety Committee and/or a health and safety representative at a worksite as per OHS requirements. OHS s 8 (1), s. 9 (2)
- To afford assistance and co-operation to a committee and/or a health and safety representative in the carrying out by the committee and/or the health and safety representative of any of their functions OHS s.25(2)(e)
- Provide to the committee and/or to a health and safety representative the results of a report respecting occupational health & safety in the employer's possession and, if that report is in writing, a copy of the portions of the report that concern occupational health and safety OHS s.25(2)(l)
- Advise the committee or a health and safety representative of the results of the workplace violence assessment, and provide a copy if the assessment is in writing OHS s. 32.0.3(3)(a)
- The employer shall, in consultation with the committee develop and maintain a written program to implement the policy with respect to workplace harassment OHS 32.0.6(1)
- Every employer in consultation with the Joint Health and Safety Committee, upon consideration of the recommendation thereof, shall develop, establish, and put into effect measures and procedures for the health and safety of workers. HCRF s. 8
- The review and revision of the measures and procedures shall be done more frequently than annually if, the employer on the advice of the Joint Health and Safety Committee and/or Health and Safety representative, if any, determines that such review and revision is necessary; or there is a change in circumstance that may affect the health and safety of a worker. HSRF s. 9(3)
- The employer, in consultation with and in consideration of the recommendation of the Joint Health and Safety Committee and/or Health and Safety Representative, if any, shall develop, establish, and provide training and educational programs in health and safety measures and procedures for workers that are relevant to the workers' work. HCRF s. 9(4)
- Where a person is killed or critically injured from any cause at a workplace the employer shall notify an inspector, and the committee, health and safety representative and trade union if any, immediately OHS s 51 (1)

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

- If a person is disabled from performing his or her usual work or requires medical attention because of an accident, explosion, fire or incident of workplace violence at a workplace, but no person dies or is critically injured because of the occurrence, give written notice of the occurrence containing prescribed information and particulars to the committee, the health and safety representative and trade union, if any and Department Head.
- If an employer is advised by a worker or on behalf of a worker that a worker has an occupational illness the employer shall give notice in writing within four days of being so advised to the Department Head, the committee or a health and safety representative and to the trade union if any. OHSAA s 52(2)
- Where an inspector makes an order in writing or issues a report on his/her inspection to an employer, the employer shall forthwith cause a copy or copies of it to be posted in a conspicuous place or places in the workplace where it is most likely to come to the attention of the workers and shall furnish a copy of the order or report to the health and safety representative and/or the committee OHSAA s 57(10)(a)

Supervisor Responsibilities

- Advise a worker of the existence of any potential or actual danger to the health or safety of the worker, of which the supervisor is aware OHSAA s. 27(2)(a)
- Where so prescribed, provide a worker with written instructions as to the measures and procedures to be taken for the protection of the worker. OHSAA s. 27 (2) (b)

Worker Responsibilities

- Report to his/her employer/supervisor the absence of or defect in any equipment or protective device or contravention of the OHSAA or regulations or the existence of any hazard OHSAA s 28 (c, d)
- Worker member of the Joint Health and Safety Committee and/or health and safety representative shall inspect the physical conditions of the workplace OHSAA s 9 (23)

Joint Health and Safety Committee Responsibilities

- It is the function of a committee and/or health & safety representative and it has power to,
 - Identify situations that may be a source of danger or hazard to workers;
 - Make recommendations to the employer and the workers for the improvement of the health and safety of workers;
 - Recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers;

- Obtain information from the employer respecting: the identification of potential or existing hazards of materials, processes or equipment, and health and safety experience, work practices and standards in similar or other industries of which the employer has knowledge;
- Obtain information from the employer concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety; and
- Be consulted about and have a designated member representing workers be present at the beginning of testing OHS s 8(11), s9(18).

6. PROCEDURES AND GUIDELINES

- Senior management are encouraged to review and implement best practices to foster more worker participation in the company's Health and Safety Management System.
 - Direct Worker Consultation: Management engages with the workers during formal and informal meetings, interviews and discussions about safety. Notes should be kept so the management team can respond in writing to the workers ideas and/or suggestions.
 - Project Teams and Groups: Teams and groups are established to introduce new technologies, work tasks or new equipment in the workplace. They can also be useful in training employees on new processes and procedures. Examples such as personal protective equipment review, new equipment installation, changes in legislation, etc.
 - Questionnaires and Surveys: Questionnaires on working conditions and safety processes/procedures are used widely in different contexts with respect to health and safety management. A questionnaire is an instrument to provide feedback from a defined number of respondents. Quantitative questionnaires allow management to generate statistics or to get a representative overview on working conditions in a company or in parts of a company. Qualitative estimations of single workers or groups of workers are often collected via face-to-face interviews or group interviews
 - Peer Observations: Where colleagues observe workers' behaviour at the workplace, observations can contribute to revealing weak points in work organization or to correcting inadequate working habits. The worker receives feedback from his/her colleague and can learn from experience. Peer observations can be used during risk assessments, near miss reporting systems or for improving the company's safety culture. These observations must not be punitive in nature and must allow for positive feedback to correct unsafe behaviour.

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- Internal Feedback Systems: This system encourages employees to suggest changes and or upgrades to the company's Health and Safety Systems and programs. This can be accomplished using digital and hand written "suggestion box" reporting to a centralized location. The company would then respond to the suggestions by direct contact or generalized open announcement to all workers.
- The standard advocates that the organization leaders, workers and workers representatives when applicable will work together in the development and continuous improvement of the occupational health and safety management system.
- The cross-functional approach is encouraged, as the standard requires that the organization establish processes for consulting workers and getting them actively involved in the process.
- Through incorporation of cross-functional teams, multiple viewpoints and experiences are shared, allowing for increased identification of risks and opportunities.
- Human Resources, in consultation with management, will determine the success of this procedure on an annual basis. Any gaps will be identified and corrected as appropriate.
- Minutes of meetings, training and consultation are required as proof of all employee participation.
- Occupational Health & Safety Programs that outline how employees of all levels participate in Health and Safety, this list includes but is not limited;
 - Joint Health and Safety Committee and/or Health & Safety Representative Terms of Reference
 - Workplace Inspections
 - Hazard Reporting
 - Incident/Accident Reporting and Investigation

7. COMMUNICATION

To clearly communicate the Health and Safety Participation Standard with all employees. All employees must be provided with appropriate information, training, time and resources necessary to effectively participate in health and safety.

Mechanisms to advise employees of available training programs should be developed and implemented. These mechanisms include, but are not limited to:

- Tailgate sessions, staff meetings
- Posting on bulletin boards within the workplaces

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8. TRAINING

All employees will be educated about this standard and made aware of their responsibilities to participate in health and safety.

9. RELATED FORMS AND DOCUMENTATION

Health and Safety Policy Statement

10. LEGISLATION AND STANDARDS

- Occupational Health and Safety Act (OHSA)

11. EVALUTION AND REVISION HISTORY

An annual review of the Health & Safety Participation standard will be performed to determine whether effective participation has been taking place in accordance with the above stated standard. Evidence of successful Health & Safety Participation will be reviewed, such as:

- Meeting minutes of engaging employees of all levels
- Examples of employees of all levels contributing
- Record of Joint Health and Safety Committee meeting minutes
- Record of Joint Health and Safety Committee and/or Health and Safety Representative workplace inspections
- Record of Hazard, Incident, Accident reports, investigations, and corrective measures
- Record of incorporating health and safety topics in day-to-day operations such as safety talks, training etc.

12. IMPROVEMENT & ACKNOWLEDGEMENT

Appropriate information gathered through Health & Safety Participation will be implemented into the ongoing improvement of the Occupational Health and Safety Management System. Acknowledgements will be made through Board Reports, e-mails, memos, presentations, and references on materials.

CHANGES TRACKING	
DETAILS OF CHANGES	DATE CHANGED

**Municipality of Morris-Turnberry Health and Safety
POLICY & PROCEDURE**

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FIRST AID

Date of Issue: July 19, 2023	Review Date: Annually - September
Written by: Kim Johnston	Date: June 16, 2023
Reviewed by: Joint Health and Safety Committee	Date: June 21, 2023
Approved by: Trevor Hallam, CAO/Clerk	Date: July 19, 2023

1. PURPOSE

The purpose of the First Aid program is to ensure employees at the Municipality of Morris-Turnberry receive appropriate first aid treatment in the event of an injury. All employers who are subject to the Occupational Health and Safety Act must comply with R.R. O. 1990, Regulation 1101: First Aid Requirements under the *Workplace Safety and Insurance Act, 1997*.

2. OBJECTIVE

The objective of the First Aid Program is:

1. To comply with Regulation 1101 under the *Workplace Safety and Insurance Act, 1997*;
2. To ensure that the required first aid stations and boxes are provided, maintained, and inspected; and
3. To outline the training and certification requirement for first aiders.

3. SCOPE

This program covers first aid requirements of the Workplace Safety Insurance Board (WSIB), specifically Regulation 1101, and applies to all employees at the Municipality who require or provide first aid treatment in the event of an injury.

While Regulation 1101 only applies to employees, First Aid Treatment will be provided for student and visitor injuries as necessary.

4. DEFINITIONS

First Aid – is immediate care given to a person who is injured or ill. Treatment is provided until medical aid can be administered by a health care professional (if applicable).

In accordance with Regulation 1101, first aid includes but is not limited:

- Cleaning minor cuts, scrapes or scratches;
- Treating a minor burn;
- Apply bandages and/or dressings;
- Applying cold compress, cold pack, or ice bag, apply a splint;
- Changing a bandage or a dressing after a follow-up observation visit; and
- Any follow up for observational purposes only

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First Aider – is a person holding a valid First Aid Certificate issued by a training agency recognized by the Workplace Safety & Insurance Board (WSIB).

First Aid Kit – is a box or container that must, at a minimum, containing items listed in:

- Sections 8, 9, 10, 11 or 16 of Regulation 1101; OR
- CSA Standard, First Aid kits for Workplaces.

In addition to the prescribed content for a first aid box, the following should be included: non-latex gloves in varying sizes and optionally consider a Cardiopulmonary Resuscitation (CPR) mask (barrier device). Quantities of first aid supplies may be increased to suit the needs of a particular workplace.

First Aid Station – The conspicuous location of a first aid box and the postings required by Regulation 1101 in the workplace.

Work in Isolation – Working alone or working in a location remote from normal services and support, where the capacity to readily summon assistance from a workplace first aider in the event of injury, illness or emergency is limited.

5. ROLES AND RESPONSIBILITIES

Morris – Turnberry Council and Senior Management

- To ensure appropriate first aid stations are provided;
- To ensure trained first aiders are assigned to each first aid station; and
- To ensure first aid supplies are provided, maintained, and inspected.

Senior Management and Supervisors

- To provide first aid immediately, in accordance with the regulations;
- To ensure locations of first aid stations and their assigned first aider are communicated to all staff under their supervision;
- To arrange appropriate first aid provision for individuals working in isolation or working outside normal work hours;
- To follow the Municipal procedures for Accident/Incident Reporting;
- To ensure the name of each first aider and their valid training certificate or cards are posted in a conspicuous place close to the first aid station;
- To ensure the WSIB “In Case of Injury” at work Poster, Form 82 is posted;
- To complete first aid risk assessment/hazard assessment;

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- A WSIB Form 7, Employer's report of Injury/Disease shall be completed when worker:
 - ✓ Receives health care
 - ✓ Is absent from regular work (lost time)
 - ✓ Requires modified duties at less than regular pay
 - ✓ Requires modified work at regular pay for more than seven calendar days after the date of the accident
 - ✓ Earns less than regular pay at the regular work.

- Ask the worker to sign the WSIB Form 7 and give a copy to the worker
 - ✓ Submit to the board, within three days of learning of the reporting obligation, an employer's report of accidental injury/industrial disease, WSIB Form 7 and other information that may be requested. If the work is unable or unwilling to sign, send the forms in without signature

- Pay full wages and benefits for the day or shift on which the injury occurred,
- Cooperate in the worker's early and safe return to work;
- To arrange for transportation of the injured individual if necessary to receive further medical treatment.

Worker and First Aiders

(All employees of the Municipality of Morris-Turnberry are certified in First Aid and CPR with AED.)

- To report all incidents, accidents or first aid treatment to their supervisors;
- To utilize the first aid services provided if necessary;
- To follow emergency procedures;
- To respond to first aid emergencies within the limits of their training;
- To obtain and maintain a valid First Aid certificate issued by a training agency recognized by WSIB;
- To follow appropriate emergency procedures and provide interim first aid until medical services arrive (if applicable);
- To be in charge of a first aid station and inspect the first aid box and its contents at least every three months and replenish the supplies as needed. The inspection card for the first aid box should be signed and dated;
- To keep a record, indicating the date, time, and nature of the first aid treatment given to any injured person.

Health & Safety Committee Responsibilities

- To arrange first aid courses to assist employees in obtaining and maintaining valid Standard Workplace First Aid Training certificate for compliance with Regulation 1101;
- The Municipality will pay for all employees to be certified in First Aid & CPR;
- Upon request, provide a copy of Regulation 1101 as a reference to the first aiders;
- To maintain a list of first aiders with valid first aid certificates;
- To maintain an inventory of all first aid stations at each workplace;
- To maintain records of all employee incidents, first aid, healthcare and lost-time incidents; and
- Follow up with WSIB with respect to incidents involving healthcare, lost time.

6. PROCEDURES AND GUIDELINES

The employer shall ensure that all first aid boxes and stations for every shift are in the charge of workers who hold valid first aid certificates issued by a training agency recognized by the WSIB – St. John's Ambulance.

- A first aid station shall be in the charge of a worker who works in the immediate vicinity of the first aid station and who is qualified in first aid to the standards required by Regulation 1101.
- First aid stations shall be so located within quick and easy access for the prompt treatment of any worker or visitor at all times when work is in progress.
- Every employer shall, at all times, keep posted in other conspicuous places in the place of employment the WSIB poster known as Form 82 respecting the necessity of reporting all accidents and receiving first aid treatment.
- Every employers shall keep a record of all circumstances respecting an accident as described by the injured worker: the date and time of its occurrence; the names of witnesses; the nature and exact location of the injuries to the worker; and the date, time, and nature of each first aid treatment given.
- First aid boxes and their contents shall be inspected at not less than quarter-yearly intervals by respective supervisors and shall record the inspection card for each box with the date of the most recent inspection and the signature of the person making the inspection.

7. FIRST AID REQUIREMENTS

1. In workplaces where there are no more than five workers in any one shift, a first aid station with a first aid box is required and shall contain as a minimum:
 - A current edition of a standard St. John Ambulance First Aid manual;
 - 1 card of safety pins; and
 - Dressings consisting of:
 - 12 adhesive dressings individually wrapped,
 - 4 sterile gauze pads, 3 inches square,
 - 2 rolls of gauze bandage, 2 inches wide
 - 2 field dressings, 4 inches square or 2 four-inch sterile bandage compresses, and
 - 1 triangular bandage.
2. In workplaces where there are more than five workers and not more than fifteen workers in any one shift, a first aid station with a first aid box is required.

8. COMMUNICATION AND TRAINING

- Inclusion in the Municipal Health and Safety manual
- New employee orientation and initial job instruction
- Reviewed annually with all employees, including as part of the annual performance review

9. RELATED FORMS AND DOCUMENTATION

- WSIB Form 7
- First Aid Report
- First Aid Transportation Policy

10. LEGISLATION AND STANDARDS

- First Aid Requirements – Regulation 1101
- Workplace Safety and Insurance Act, 1997, S.O. 1997, C.16, Sched.A

11. EVALUATION AND REVISION HISTORY

Senior Management will measure the effectiveness of the policy.

- Document evidence of managers/supervisor communicating this policy
- Management will identify and address gaps in this policy and its implementation and communicate the changes to relevant parties.

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CHANGES TRACKING	
DETAILS OF CHANGES	DATE CHANGED

INJURY, ILLNESS, AND INCIDENT REPORTING

Date of Issue: July 19, 2023	Review Date: Annually - September
Written by: Kim Johnston	Date: June 16, 2023
Reviewed by: Joint Health and Safety Committee	Date: June 21, 2023
Approved by: Trevor Hallam, CAO/Clerk	Date: July 19, 2023

1. PURPOSE

The purpose is to ensure the Occupational Health and Safety Act, WSIB and other legislated reporting requirements are met regarding accidents that cause: critical injuries or fatalities, disabling injuries (lost time, medical aid, fire and explosion, violence), occupation illnesses, and first aid etc. Consistent reporting will allow the organization to complete timely investigations and implement corrective actions to eliminate future potential injuries/illnesses.

2. SCOPE

This standard applies to all employees, clients, contractors, and visitors.

3. DEFINITIONS

Injury - An instance of being hurt and can include emotional or physical harm.

Illness - A disease or period of sickness affecting the body or mind.

Incident - An unplanned, unwanted, or chance event that may or could have resulted in injury and/or equipment or property loss.

Critical Injury - An injury of a serious nature that:

- Places life in jeopardy;
- Produces unconsciousness;
- Results in substantial loss of blood;
- Involves the fracture of a leg or arm but not a finger or toe; The Ministry of Labour, Training and Skills Development interprets this provision as including the fracture of a wrist, hand, ankle or foot – i.e. any such fracture would constitute a critical injury if it is of a serious nature. While the fracture of a single finger or single toe does not constitute a critical injury, the ministry takes the position that the fracture of more than one finger or more than one toe does constitute a critical injury if it is an injury of a serious nature.

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- Involves the amputation of a leg, arm, hand or foot but not a finger or toe. While the amputation of a single finger or single toe does not constitute a critical injury, the ministry takes the position that the amputation of more than one finger or more than one toe does constitute a critical injury if it is an injury of a serious nature.
- Consists of burns to a major portion of the body; or
- Causes the loss of sight in an eye.

Environmental Release (If applicable) - Means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration into the environment.

First Aid Injury or Illness - A first aid injury/illness results in the treatment given at the time of the accident/incident by a qualified first aider as outlined in WSIB Regulation 1101.

Hazardous Condition - A situation that is identified as having the potential to cause an accident, incident or near miss.

Health Care/Medical Aid Injury - A health care injury/illness results in attention received from a recognized health care provider but does not result in time away from scheduled work or a wage loss and includes those incidents that are related to violence.

Lost Time (Disabling) Injury - A lost time injury is a worker related injury that results in the injured employee missing time from work, resulting in a wage loss and includes those incidents related to violence.

Near Miss - An event that under different circumstances could have resulted in physical harm to an employee or damage to the environment, equipment, property and/or material.

Occupational Illness - An occupational illness means a condition that results from exposure in a workplace to a physical, chemical or biological agent to the extent that normal physiological mechanisms are affected, and the health of the worker is impaired.

Post-traumatic Stress Disorder (PTSD) - A mental illness resulting from exposure to trauma involving death or the threat of death, serious injury, or sexual violence.

Psychological Injury/Illness - A work-related mental stress injury or illness caused by one or more substantial work-related stressors.

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Property Damage - Property damage is where there is significant damage, a value of \$200 or more. This amount is to be used as a general guideline by a supervisor, although many other factors could impact on the need and level of the investigation.

WSIB – Workplace Safety Insurance Board.

4. ROLES AND RESPONSIBILITIES

Senior Management Responsibilities

- Develop and maintain an Injury, Illness and Incident Reporting program, encourage immediate reporting of all injuries, illnesses and incidents.
- Ensure all incidents are reported to appropriate authorities where necessary.

Supervisor Responsibilities

- Review all injuries, illnesses or incidents reported and corrective actions taken to ensure hazards are addressed and safe conditions exist.

Worker Responsibilities

- Report all injuries, illnesses or incidents immediately to their supervisor and employer using the Injury, Illness and Incidents Investigation Form.

Joint Health and Safety Committee Responsibilities

- Review all injury, illness and Incident reports and follow up on recommendations for corrective actions as required.
- Follow the process outlined in the return-to-work procedure for all work-related injuries/ illnesses.

5. PROCEDURES AND GUIDELINES

General Reporting Procedure for an Injury, Illness, and Incident Reporting:

- If an injury, illness, or incident is experienced, the worker shall immediately report it to their supervisor/employer. Immediate reporting helps to minimize risk of further injuries or property damage. If required, the supervisor will ensure medical assistance as required is provided.
- The worker and the Supervisor shall complete the Injury, Illness and Incident Reporting Form and forward a copy to the appropriate department manager and the Joint Health and Safety Committee.
- If the injury/illness requires outside medical attention the Health and Safety Coordinator will be immediately notified and the return to work program will be initiated.

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- The factors contributing to the injury, illness or incident will be noted on the reporting form, along with all additional relevant information. Any contributing factors leading to injury/illness will be corrected safely (for example, moving boxes out of a doorway). Immediate action taken to remove or reduce the risk will be documented on the reporting form. Serious issues that require expertise shall be handled by the employer with assistance from appropriate designated parties.

See the specific requirements for reporting under the following headings.

Critical Injury or Fatality Reporting Procedure:

- Prevent further injury to victims by providing First Aid and calling 911 for emergency medical care.
- Ensure that transportation is provided to the hospital by the most appropriate means. This may include accompanying the injured employee, if needed.
- Notify Supervisor/Manager/Employer immediately.
- Preservation of Wreckage:
Where a person is killed or is critically injured at a workplace, no person shall, except for the purpose of, (a) saving life or relieving human suffering; (b) maintaining an essential public utility service or a public transportation system; or (c) preventing unnecessary damage to equipment or other property, interfere with, disturb, destroy, alter or carry away any wreckage, article or thing at the scene of or connected with the occurrence until permission has been given by an inspector
- In the event of a critical injury or fatality, the employer is to notify the **Ministry of Labour, Training and Skills Development by calling 1-877-202-0008 immediately.**
- The Ministry of Labour, Training and Skills Development must be notified in writing within 48 hours of the incident, as prescribed by Regulation 420/21. Make sure to:
 - address the notice to "Attention: Director"
 - mail or fax it, to the Ministry of Labour, Training and Skills Development regional office closest to the workplace where the incident happened
- The employer must notify the Joint Health and Safety Committee immediately.
- The Ministry of Labour and the Police (if applicable) will arrive and take control of the scene.
- A worker member of the JHSC is legally required to participate in the accident investigation including the investigation, inspection of the accident scene, and preparation of the report.
- Follow Accident Investigation Procedure.
- Provide a copy of the Accident Investigation report as soon as possible after the accident and within 24 hours to Human Resources.

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Accident, Incident, Fire or Explosion or an Incident of Violence Reporting Procedure:

- Where accident, fire or explosion or incident of violence lead to a lost time injury, (time away from work, not including day of injury), a visit to a doctor or other health care professional for treatment the following steps need to be followed.
- Prevent further injury to the worker by providing First Aid.
- Ensure that transportation is provided to the hospital by the most appropriate means. This may include accompanying the injured employee, if needed.
- Complete documentation and follow Accident Investigation Procedure.
- Provide a copy of the Accident Report to Supervisor/Department Head within 24 hours.
- The Supervisor/Department Head will complete the WSIB Form 7 electronically within 3 days. A copy will be provided to the employee. (if applicable)
- The employee is required to provide a copy of the WSIB Functional Abilities Form completed by the attending health care provider to their manager as soon as possible,
- The Supervisor will provide a written notice within 4 days of the occurrence containing the prescribed information and particulars to the following:
 - The Joint Health and Safety committee.
 - The Department Head.

Occupational Illness Reporting Procedure:

- If an employer is advised by or on behalf of a worker that the worker has an occupational illness or that a claim in respect of an occupational illness has been filed with the Workplace Safety and Insurance Board by or on behalf of the worker, the employer shall give notice in writing, within four days of being so advised, to the Joint Health and Safety committee, containing such information and particulars as are prescribed.
- The Employer/Supervisor will complete the WSIB Form 7 electronically within 3 days. A copy will be provided to the employee. (if applicable)
- Provide a copy of the Accident Investigation report as soon as possible after the report of an occupational illness and within 24 hours to Human Resources.

WSIB External Reporting Requirements:

- Employers must report a workplace injury to the WSIB within three days of learning about the workplace injury or illness if the worker:
 - needs treatment from a health professional, or
 - is absent from work, or
 - earns less than regular pay for regular work (e.g., working fewer hours or being paid less per hour),
 - requires modified work at regular pay for more than seven calendar days following the date of accident.

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First Aid Injury or Illness Procedure:

- Prevent further injury to the worker by providing first aid. Ensure medical attention is obtained if necessary.
- Ensure that transportation is provided to the hospital by the most appropriate means. This may include accompanying the employee if needed and determine if this falls under a lost time or medical aid injury or if the employee returns to work on the date of injury.
- Record first aid in the first aid log as required.
- Follow Accident Investigation Procedure.

Property Damage (Non-Injury) Reporting Procedure:

- The Owner(s) and Insurance Company must be informed of the property damage.
- Where there is a potential for personal injury follow the Accident Reporting and Investigation Procedure.

Near Misses (Non-Injury) Reporting Procedure:

- Follow Reporting and Accident Investigation Procedure.
- Provide a copy of the report to the Supervisor.

Environmental Release or Internal Chemical Spill Investigation Procedure:

- The Ministry of the Environment may need to be contacted for external spills
- For personal injury ensure first aid and medical attention is obtained if required.
- Ensure that transportation is provided to the hospital by the most appropriate means. This may include accompanying the employee if needed.
- Follow Reporting and Accident Investigation Procedure.

Documentation:

- Documentation will be retained by the organization for 3 years.

6. COMMUNICATION AND TRAINING

This procedure will be communicated to all employees and new hires at their orientation, through department meetings or toolbox sessions. Everyone will be trained in the procedures. A record of the communication/training session will be kept on file for review.

7. RELATED FORMS AND DOCUMENTATION

Incident, Illness Reporting & Investigation Form
Accident Reporting Guidelines Chart
WSIB Form 7
First Aid Policy
First Aid Transportation Policy
Functional Abilities Form

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8. LEGISLATION AND STANDARDS

Occupational Health and Safety Act
Workplace Safety and Insurance Board

9. EVALUTION AND REVISION HISTORY

Appropriate information gathered through Injury, Illness and Incident Reporting evaluation will be implemented into the ongoing improvement of the Health and Safety program / Occupational Health and Safety Management System. Acknowledgements will be made through JHSC Reports, e-mails, memos, presentations.

CHANGES TRACKING	
DETAILS OF CHANGES	DATE CHANGED

INCIDENT INVESTIGATION AND ANALYSIS

Date of Issue: July 19, 2023	Review Date: Annually - September
Written by: Kim Johnston	Date: June 16, 2023
Reviewed by: Joint Health and Safety Committee	Date: June 21, 2023
Approved by: Trevor Hallam	Date: July 19, 2023

1. PURPOSE

The purpose of this procedure is to identify the duties, roles and responsibilities of workplace parties so that an effective and immediate accident/incident investigation and reporting process is in place.

2. OBJECTIVE

The objective includes identifying all contributing factors of the accident/incidents and hazardous situation and making the necessary recommendations to prevent the accident/incident from recurring.

3. SCOPE

When an incident occurs, potential danger is not limited to those directly involved. When there is a gas leak or a fire, for instance, other workers on site and the general public may also be threatened.

Though not really part of the investigation proper, quick and efficient response to an incident can help your investigation.

Proper Emergency response will:

- Prevent the present situation from getting worse.
- Protect workers and public from further danger and injury.
- Provide first aid to injured workers
- Protect material and equipment from further damage.
- Isolate and secure the area to ensure that nothing is disturbed

4. DEFINITIONS

First Aid – is immediate care given to a person who is injured or ill. Treatment is provided until medical aid can be administered by a health care professional (if applicable).

In accordance with Regulation 1101, first aid includes but is not limited:

- Cleaning minor cuts, scrapes or scratches;
- Treating a minor burn;
- Apply bandages and/or dressings;
- Applying cold compress, cold pack, or ice bag, apply a splint;
- Changing a bandage or a dressing after a follow-up observation visit; and
- Any follow up for observational purposes only

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Health Care – An injury that results in attention received from a recognized health care provider but that does not result in time away from scheduled work or a wage loss.

Near Miss – An event that under different circumstances could have resulted in physical harm to an individual or damage to the environment, equipment, property and/or material.

The following categories of accident/incidents require an immediate investigation as they may produce a loss to people, equipment, material and environment:

Fatality – an injury that results in loss of life

Critical Injury – As defined in the Ontario Regulation 834/90 it is a critical injury if the injury places life in jeopardy; produces unconsciousness; results in substantial loss of blood; involves the fracture of a leg, or arm but not a finger or toe; involves the amputation of a leg, arm, hand, or foot but not a finger or toe; consists of burns to a major portion of the body; or causes the loss of sight in an eye.

Lost Time – A work related injury that results in the injured employee missing scheduled time from work resulting in wage loss.

Property Damage – When there is significant property damage, a value of \$250 is suggested as a general guideline to be used by a supervisor, although other factors could impact on the need and level of investigation and reporting.

Occupational Illness – A condition that results from exposure in a workplace to a physical, chemical or biological agent that normal physiological mechanisms are affected, and the health of the workers is impaired.

Environmental Release – An accidental discharge of a physical, biological or chemical substance into the workplace and/or community

Fire/Explosion – An event where undesired combustion occurs.

5. ROLES AND RESPONSIBILITIES

Senior Management

- Ensures that completed Accident/Incident investigation reports are submitted to the correct agencies.
- Reviews all Accident/Incident investigation reports for their department and identifies the cause or contributing factors. Ensures all corrective actions have been taken to prevent recurrence and have been communicated to all employees in the work area. Other service units may be contacted to assist in implementing corrective actions.

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- Assists or works in cooperation with the Joint Health and Safety Committee as needed to correct or address identified matters of health and safety within their department.

Supervisor (Investigator)

- The supervisor investigates the accident/incident and completes the investigation report within 24 hours of the accident/incident or hazardous situation.
- In the case of personal injury, the supervisor ensures that the injured employee(s) receive immediate and appropriate first aid and/or health care.
- Reports those injuries that result in critical injury to the Joint Health and Safety Committee.
- In conducting the accident/incident investigation and completing the Accident/Incident Investigation Report, the supervisor must ensure the following has been completed:
 - Assessment of the Scene
 - Inspection of the site, equipment, material that were involved in the accident/incident.
 - Site must be secured especially in the case of a critical injury.
 - Use of photographs, sketches, drawings of the accident/incident scene indicating sizes, distances, and weights of objects as appropriate.
 - Interviewing
 - Interview employee(s) involved.
 - Interview any eyewitnesses.
 - Interview outside experts if applicable i.e. suppliers, equipment designers.
 - Interviews must be documented.
 - Interviews should be conducted as soon as possible.
 - Interviews should be conducted one-on-one in a quiet place.
 - Identifying the contributing factors
 - Factors to consider are people, equipment, material, environment, process.
 - Write the Report
 - Record all findings of the accident/incident investigation on the standard investigation reporting form ensuring that all requirements of the written investigation procedure are captured.
 - Copies of the completed Accident/Incident Investigation form are distributed as per the distribution list on the form.
 - Make Recommendation for corrective action.
 - Responsibilities must be assigned (investigators, Management, technical personnel) for completion of the Action Plan.

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- Record on Accident/incident Investigation Report from under Action plan.
- Recommendation should focus on the corrective action(s) to all the contributing factors identified.
- Ensure recommendations are acted upon.
 - Assign responsibility for the follow-up of the corrective action(s).
 - Record on action plan section of the accident/incident investigation report form.
 - Detail what has been done, who has completed the actions and when the actions were completed.
- Ensure the recommendation are communication to all employees.
- Reviews the Accident/Incident investigation report for the purpose of determining the need for rehabilitation and/or accommodation assessment.
- Refers corrective actions and follow up with the JHSC.
- Completes and forwards necessary documentation and any other supporting correspondence to the Workplace Safety and Insurance Board within 3 working days of being notified of a work-related accident/illness.

Health & Safety Committee Responsibilities

- Reviews and analyzes accident/incident, details identifying areas of concern and makes recommendation to administration as necessary on matter of health and safety.
- The certified worker member will participate in the investigation of all “critical injury” accidents.
- Ensures that recommendations are appropriate and that preventative and corrective actions have been taken. Assists or provides direction as needed for the implementation of corrective actions.
- Ensures reports are distributed to any areas requiring information for subsequent follow up of additional corrective actions or for injury treatment and rehabilitation and/or accommodation purposes.
- If an accident results in a “critical injury”, JHSC will immediately notify the following:
 - Ministry of Labour
 - JHSC certified worker member
 - Co-chairs of the JHSC

Employees

- Immediately reports to supervisor any work-related injury/illness. This includes accidents such as cuts, puncture wounds, needle stick injuries, sprains, and burns as well as those that are of a gradual onset (chronic) i.e. back pain, repetitive strain.
- Immediately reports to supervisor any “near miss” events and/or unsafe work situations and provide necessary details to the supervisor.

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

- If an employee has to leave the workplace due to a work related injury or illness, they must inform their supervisor/department head.
- In the case of an emergency, the employee or person providing assistance must contact the supervisory as soon as possible following the treatment of the injury.

6. PROCEDURES AND GUIDELINES

Investigating an Incident

- **Take Immediate Action**
 - Taking immediate action to prevent injury or damage.
 - Informing workers of the identified hazard and how it is being controlled.
 - Securing the incident scene until the investigation at the scene is finished.
 - Identifying potential information sources (people you can talk to, evidence you can look at or gather).
- **Gather Evidence** – helps you gain a clear picture of what has happened so that actions can be taken to prevent similar incidents in the future.
When gathering evidence:
 - Look for Clues from the scene of the incident:
 - Take pictures.
 - Make sketches.
 - Take measurements.
 - Take samples of substances/fluids.
 - Note environmental conditions.
 - Collect foreign objects or broken pieces of equipment.
 - Check written work processes and procedures.
 - Collect information from people (injured worker, witnesses, supervisor)
 - Ask effective questions that stimulate more than “yes” or “no” answers.
 - Be objective, do not ask questions that simply support pre-determined conclusions.
 - Ensure that workers are asked if they have any ideas about how to control or eliminate the hazard.
- **Put the evidence in order** – this will help you develop a mental picture of what happened. Make sure that you have enough evidence (avoid information gaps) and that the evidence makes sense.
- **Analyze Your Information** – The “whys” are the safety programs that must have existed for the incident to occur. Incidents generally occur because of a combination of “symptom” and “root” safety problems.
 - Symptom safety problems are obvious. They include immediately recognizable problems that need to be analyzed to find out why they exist.
 - Root safety problems are often management problems.

This can make it very difficult to be objective. Management responsibility includes: lack of/poor policy, procedures, training and supervision, no accountability, and lack of adequate resources.

Municipality of Morris-Turnberry Health and Safety POLICY & PROCEDURE

- **Recommend Corrective Action** – Look ahead to see how the risk of similar incidents can be reduced. Use your knowledge and the knowledge and expertise of workers when identifying potential solutions.

Based on this information, recommend changes that are practical, will improve health and safety in the workplace, and upon which everyone can agree.

Your recommendations may be related to:

- ✓ Policy/procedure revision or development
- ✓ Training
- ✓ Equipment repair, maintenance, or replacement
- ✓ Supervision

Make sure your recommendations are:

- ✓ Specific for the identified safety problems – fix what does not work.
- ✓ Effective and sound – ex. an existing problem without creating any new safety problems.
- ✓ Practical – they will work and are not “pie in the sky”.
- ✓ Affordable – are within available resources.
- ✓ Credible – can be trusted to work.
- ✓ Ranked according to priority. If not all recommendations can be carried out at once, identify which ones are most important.
- ✓ Based on consultation, worker expertise can be very helpful in achieving these goals.

- **Follow up on Corrective Action** - Follow up your corrective actions to determine whether they have been implemented and, if so, whether they were effective. This information will help you when making corrective actions on subsequent incident investigations.
Without this follow up, the effort of investigating may be wasted.
- **Write an Investigation Report** – Write a report to explain what happened, why it happened and what can be done to prevent similar incidents. Your report should:
 - Be objective
 - Be descriptive (clearly state the sequence of incident events – who, what, when, where and how, so a reader with no knowledge of the incident will be able to understand what happened).
 - Identify the hazard – why the incident happened.
 - Suggest corrective actions.
 - Schedule follow up dates.
 - Leave space for follow up comments.

**Municipality of Morris-Turnberry Health and Safety
POLICY & PROCEDURE**

7. COMMUNICATION AND TRAINING

- Inclusion in the Municipal Health and Safety manual
- New employee orientation and initial job instruction
- Reviewed annually with all employees, including as part of the annual performance review

8. RELATED FORMS AND DOCUMENTATION

- Employee Accident Corrective Action Memo
- Interview during Injury/Incident Investigation Policy
- Injury, illness, and incident reporting policy

9. LEGISLATION AND STANDARDS

- Workplace Safety and Insurance Act, 1997, S.O. 1997, C.16, Sched.A

10. EVALUTION AND REVISION HISTORY

Senior Management will measure the effectiveness of the policy.

- Document evidence of managers/supervisor communicating this policy
- Management will identify and address gaps in this policy and its implementation and communicate the changes to relevant parties.

CHANGES TRACKING	
DETAILS OF CHANGES	DATE CHANGED



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 47-2023

Being a By-law to adopt a policy with respect to the investment of municipal funds.

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 224 of the *Municipal Act, 2001*, as amended, establishes that it is the role of Council to develop and evaluate the policies and programs of the municipality;

AND WEHREAS Section 418 of the *Municipal Act, 2001*, establishes that a municipality may invest in prescribed securities, in accordance with the prescribed rules, money that it does not require immediately;

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

- 1) That the Investment Policy of the Municipality of Morris-Turnberry attached hereto as Schedule 'A' and forming part of this by-law is adopted;
- 2) That the Mayor, Clerk, and Treasurer are hereby empowered to sign and execute all documents necessary to carry out actions authorized thereby;
- 3) That this by-law comes into force on the final passing thereof.

Read a FIRST and SECOND time this 5th day of September 2023

Read a THIRD time and FINALLY PASSED this 5th day of September 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Municipality of Morris-Turnberry

Investment Policy

Approved By: Council - By-Law 47-2023

Date: September 5, 2023

Last Review Date: N/A

Effective Date: September 5, 2023

Policy Statement

This Policy outlines the Objectives, Standard of Care, Governance, Reporting & Investment Guidelines for financial investments made by the Municipality of Morris-Turnberry.

Objectives

The primary investment objectives, in priority order, shall be:

- Adherence to statutory requirement
- Preservation of capital
- Earning a competitive rate of return
- Maintaining liquidity

Standard of Care

1. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probability of the income to be derived.
2. Staff and Council shall refrain from personal business activity that could conflict with the proper execution of the investments or which could impair their ability to make important investment decisions.

Governance and Management

1. Council shall adopt this policy in the form of a by-law.
2. Council approval is required for:
 - a. Changes to the Investment Policy
 - b. Changes to the Investment Guidelines
 - c. Transfer of funds out of the investments
3. Council shall consider and approve the investment guidelines.

Reporting

The Treasurer shall report the results of the investments to Council on an annual basis, or more frequently as required, in the manner and form set out in legislation.

Investment Category A – Lattimer Estate, School Awards & Fairs

The Municipality of Morris-Turnberry holds investments received from the Lattimer Estate in addition to investments held for school awards and school fair support.

It is the intention of the Municipality of Morris-Turnberry to hold these GICs in perpetuity while utilizing the interest generated to fund park maintenance, school awards and school fairs.

Investment Guidelines

1. All investments shall comply with the Municipal Act and Ontario Regulation 438/97, as amended from time to time, which provides the legislative authority and regulations for municipal investments.
2. Guaranteed Investment Certificates (GICs) Details as of December 31, 2022:

Amount	Rate	Term	Maturity Date	Details
\$5,000.00	2.55%	5 Year	April 2023	Lattimer - Park Maintenance
\$55,600.00	2.70%	5 Year	November 2024	Lattimer - Park Maintenance
\$10,491.47	3.05%	5 Year	June 2024	Turnberry 125 th & R. Nicholson 140 th – School Awards
\$15,764.05	2.90%	5 Year	May 2027	Lattimer - School Fairs & Awards

3. Upon a GIC’s maturity, the capital shall be reinvested in a non-redeemable GIC with a 5 Year term.
4. Interest generated from the investments will be paid to the municipality annually.
5. The interest received will be used to fund park maintenance, school awards and school fairs respectively, in accordance with the originating donor’s wishes.

Investment Category B - Surplus Funds from Property Sale

In 2022 The Municipality of Morris-Turnberry approved the investment of surplus proceeds of \$250,000 from the sale of surplus property.

It is the intention of the Municipality of Morris-Turnberry to hold the surplus proceeds in perpetuity while utilizing the generated interest to fund municipal expenses.

Any surplus proceeds from property sale that the Municipality may be in possession of in the future shall be managed in accordance with this policy.

Fund Investment Guidelines

1. All investments shall comply with the Municipal Act and Ontario Regulation 438/97 as amended from time to time which provides the legislative authority and regulations for municipal investments.
2. The initial investment of \$250,000 shall be split into five (5) equal portions of \$50,000 each.
3. Each portion of \$50,000 shall be initially invested in non-redeemable Guaranteed Investment Certificates (GICs) in the following manner:

Amount	Term Length
\$50,000	1 Year
\$50,000	2 Year
\$50,000	3 Year
\$50,000	4 Year
\$50,000	5 Year

4. Upon a GIC's maturity, the \$50,000 of capital shall be reinvested in a non-redeemable GIC with a 5 Year term.
5. Interest generated from the investments will be paid to the municipality annually.
6. The investment interest received will be used to fund general municipal expenses, thereby offsetting by an equal amount of monies that are required to be collected from the ratepayers by way of the annual tax levy.



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 48-2023

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 September 5, 2023.

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 September 5th, 2023, 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 the 5th day of September 2023, 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 this 5th day of September 2023

Read a THIRD time and FINALLY PASSED this 5th day of September 2023

Mayor, Jamie Heffer

Clerk, Trevor Hallam