

## **MUNICIPALITY OF MORRIS-TURNBERRY**

## **COUNCIL AGENDA**

## Tuesday, November 3<sup>rd</sup> 2020, 7:30 pm

The Council of the Municipality of Morris-Turnberry will meet electronically in regular session on the 3<sup>rd</sup> day of November, 2020, at 7:30 pm.

## 1.0 CALL TO ORDER

Disclosure of recording equipment.

## 2.0 ADOPTION OF AGENDA

Moved by Seconded by

ADOPT THAT the Council of the Municipality of Morris-Turnberry hereby adopts

AGENDA the agenda for the meeting of November 3<sup>rd</sup> 2020 as circulated.

## 3.0 <u>DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST</u>

4.0 MINUTES attached

Moved by Seconded by

ADOPT THAT the Council of the Municipality of Morris-Turnberry hereby adopts the October 20<sup>th</sup>, 2020 Regular Council Meeting Minutes as written.

## 5.0 ACCOUNTS

5.1 ACCOUNTS attached

A copy of the November 3<sup>rd</sup> accounts listing is attached.

Moved by Seconded by

APPROVE THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the November 3<sup>rd</sup> accounts in the amount of \$218,265.39.

## 6.0 PUBLIC MEETINGS AND DEPUTATIONS

6.1 THOMPSON LAMONT DEYELL MUNICIPAL DRAIN MEETING TO CONSIDER ENGINEER'S REPORT

attached

Notice of the meeting to consider the engineer's report being at 7:30 pm was issued to landowners on October 14<sup>th</sup> 2020.

- 6.1.1 Chris Dietrich Professional Engineer, will present the report for the Thompson Lamont Deyell Municipal Drain 2019, dated August 7<sup>th</sup> 2020 to Council.
- 6.1.2 Questions and Comments Council

## 6.1.3 Questions and Comments – Landowners in attendance

## 6.1.4 Consideration of Provisional By-Law

Moved by Seconded by

THOMPSON LAMONT DEYELL DRAIN PROV.

**BY-LAW** 

THAT leave be given to introduce By-Law # 48-2019, being a by-law to provisionally adopt the engineer's report for the Thompson Lamont Devell

Municipal Drain, and that it now be read a first and second time.

6.1.5 Date of Court of Revision and instruction to tender.

> Moved by Seconded by

THOMPSON **LAMONT** DEYELL COURT OF **REVISION** AND TENDER THAT the Court of Revision for the Thompson Lamont Deyell Municipal Drain be set for December 1st, 2020 at 7:30 pm and the project be tendered for results to be presented after December 13th 2020, pending no

appeals.

Appointment of Members of the Court of Revision 6.1.6

> Moved by Seconded by

THOMPSON THAT the members of the Court of Revision for the Thompson Lamont

Deyell Municipal Drain 2020 be: LAMONT

1 – Morris-Turnberry: DEYELL 2 – Morris-Turnberry: COURT OF REVISION 3 - North Huron:

**MEMBERS** 4 - South Bruce: Deputy Mayor Mark Goetz

5 - Huron Kinloss: Deputy Mayor Don Murray, and Councillor Ed

McGugan as alternate.

HENDERSON MUNICIPAL DRAIN 6.2 MEETING TO CONSIDER ENGINEER'S REPORT

attached

Notice of the meeting to consider the engineer's report being at 7:30 pm was issued to landowners on October 14th 2020.

- 6.2.1 Chris Dietrich - Professional Engineer, will present the report for the Thompson Lamont Deyell Municipal Drain 2019, dated August 7th 2020 to Council.
- 6.2.2 Questions and Comments - Council
- 6.2.3 Questions and Comments - Landowners in attendance
- 6.2.4 Consideration of Provisional By-Law

Moved by Seconded by

HENDERSON DRAIN PROV. **BY-LAW** 

THAT leave be given to introduce By-Law # 49-2019, being a by-law to provisionally adopt the engineer's report for Henderson Municipal Drain,

and that it now be read a first and second time.

Date of Court of Revision and instruction to tender. 6.2.5

> Moved by Seconded by

HENDERSON DRAIN

THAT the Court of Revision for the Henderson Municipal Drain be set for December 1st, 2020 at 7:30 pm and the project be tendered for results to

**COURT OF** be presented after December 13th 2020, pending no appeals... REVISION AND TENDER

6.2.6 Appointment of Members of the Court of Revision

Moved by Seconded by

HENDERSON

THAT the members of the Court of Revision for the Henderson Municipal

DRAIN

Drain 2020 be:

COURT OF REVISION

1 –

REVISION 2 – MEMBERS 3 –

## 6.3 COMMITTEE OF ADJUSTMENT, MV03-2019 HOLDEN

attached

Application MV03-2020, Maitland Welding Minor Variance Concession 5 Part North Part Lot 2 a RP 22R3468 Part 5, 34 McCrea Street, Belgrave

Moved by Seconded by

OPEN COMMITTE

COMMITTEE OF

ADJUSTMENT MEETING THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting and the Committee of Adjustment hereby opens their Committee of Adjustment Meeting to review application for

minor variance MV03-2019, submitted by Melissa Holden.

~

## **COMMITTEE OF ADJUSTMENT MEETING - MINOR VARIANCE**

## 1.0 Call to Order

## 2.0 Declaration of Pecuniary Interest

## 3.0 Purpose

The purpose of this application is to allow for the construction of a larger personal shop to be used for storage of construction materials and as a pool shed. The application proposes to increase the maximum ground floor area of accessory buildings from 90 m2 (968 ft2 +/-) to 145 m2 (1560 ft2 +/-).

The specific variance requested is:

1. Proposed relief from Section 14.5.2: To increase the maximum total ground floor area of all accessory buildings from 90 square metres to 145 square metres.

## 4.0 Application Process

An application was submitted by Melissa Holden on October 21st, 2020 and considered complete on October 21st, 2020.

Notice of a Public Meeting was mailed by the municipality to all property owners within 60m of the property on October 23<sup>rd</sup>, 2020 and notice was posted on the subject property.

## 5.0 Comments

- 5.1.1 Council's Questions and/or Comments
- 5.1.2 Applicant and/or Agent
- 5.1.3 Others

## 6.0 Recommendation

It is recommended that application MV03-20 be approved with the following conditions:

1. the structure be located within the footprint contained on the sketch that accompanied the application; and

- 2. the structure must meet all required setbacks to the property lines; and
- 3. the variance approval is valid for a period of 18 months from the date of Council's decision

#### 7.0 **Approve Application for Minor Variance**

Moved by Seconded by

**APPROVE HOLDEN MINOR** VARIANCE THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, and to maintain the appropriate development of the lands and to maintain the general intent of the Morris-Turnberry Zoning By-law 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV03-2020, submitted by Melissa Holden, subject to the following conditions:

- 1. the structure be located within the footprint contained on the sketch that accompanied the application; and
- the structure must meet all required setbacks to the property lines; 2. and
- 3. the variance approval is valid for a period of 18 months from the date of Council's decision.

8.0 **Close Committee of Adjustment Meeting** 

> Moved by Seconded by

CLOSE COMMITTEE OF **ADJUSTMENT** 

**MEETING** 

THAT The Committee of Adjustment hereby adjourns their meeting and the Council of the Municipality of Morris-Turnberry hereby reconvenes their Regular Council Meeting.

#### 7.0 **STAFF REPORTS**

7.1 **BUILDING** attached

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding building department activities for September and October. Mr. Livingston will be in attendance.

BY- LAW ENFORCEMENT 7.2

attached

A report has been prepared by CBO/By-Law Enforcement Officer Kirk Livingston regarding by-law enforcement activities for September and October. Mr. Livingston will be in attendance.

**CLERK** 7.3

7.3.1 COVID-19 Update attached

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

7.3.2 **SLED Grant Application Update**  attached

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

#### 8.0 **BUSINESS**

#### 8.1 Chestnut Lane - Permanent Closure and Disposition

attached

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

Moved by Seconded by

BY-LAW 39-2020

THAT leave be given to introduce By-Law # 39-2020, being a by-law to stop up and close a portion of the road allowance known as Chestnut Street and authorize the sale thereof, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

8.2 Source Protection Committee Appointment attached

At their October 19th meeting, North Huron Council appointed Councillor Paul Heffer as the representative for the central grouping on the Ausable Bayfield Maitland Valley Drinking Water Source Protection Region, Source Protection Committee. As Morris-Turnberry is a member of the central grouping, it is recommended that Council to support the appointment barring any objections.

> Moved by Seconded by

**SUPPORT APPOINTMENT**  THAT The Council of the Municipality of Morris-Turnberry hereby supports the appointment of North Huron Councillor Paul Heffer as representative for the central grouping on the Ausable Bayfield Maitland Valley Drinking Water Source Protection Region, Source Protection Committee.

8.3 Cross-Border Servicing Agreement Correspondence attached

Correspondence regarding the status of the Cross-Border Servicing Agreement negotiations has been received from North Huron and is included here at the request of North Huron for the discussion of Council.

#### 9.0 **COUNCIL REPORTS**

Sharen Zinn

Jamie McCallum

Jim Nelemans

Kevin Freiburger

Jamie Heffer

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

attached

- 10.1 Invitation - Community Spaces, Faith Places Rural Virtual Conference
- 10.2 Invitation - ROMA 2021 AGM and Conference - ROMA
- Report OPP Calls for Service Third Quarter 10.3
- 10.4 Notice of Hearing - Minor Variance MV04-20 - Huron East
- Correspondence Remembrance Day Ceremony Royal Canadian Legion Branch 218 10.5
- 10.6 Media Release - Child Care Recognition - Huron County
- Media Release Housing Advocate Huron County / United-Way Perth-Huron Media Release Basic Income Virtual Forum United-Way Perth Huron / Social 10.7
- 10.8 Planning and Research Council
- 10.9 Resolution – Winter Sports Essential in Stage 2 – Township of Oro-Medonte
- 10.10 Resolution - Regulations regarding Cannabis Retail Stores - City of Clarance-Rockland
- Board Meeting Highlights Avon Maitland School District October 27 10 11
- 10.12 **Outstanding Action Items**

#### 11.0 **NEW BUSINESS**

11.1 Items to be placed on the agenda of the next regular Council meeting.

#### 12.0 **BY-LAWS AND AGREEMENTS**

None.

#### **CLOSED SESSION** 13.0

#### **ENTER CLOSED SESSION** 13.1

Moved by Seconded by

**ENTER CLOSED** SESSION THAT the Council of the Municipality of Morris-Turnberry enter a closed session, with the CAO/Clerk remaining in attendance at p.m.

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.

13.2 **RETURN TO OPEN SESSION** 

> Moved by Seconded by

RISE FROM CLOSED **SESSION** 

THAT the Council of the Municipality of Morris-Turnberry rise from a closed

session at p.m.

13.3 REPORT AND ACTION FROM CLOSED SESSION

#### 14.0 **CONFIRMING BY-LAW**

attached

Moved by Seconded by

CONFIRMING **BY-LAW** 

THAT leave be given to introduce By-Law # 50-2020, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on November 3rd, 2020, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

15.0 **ADJOURNMENT** 

> Moved by Seconded by

**ADJOURN** 

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

## **NEXT MEETINGS:**

1. Regular Meeting of Council 2. Regular Meeting of Council

Tuesday, November 17th 2020, 7:30 pm Tuesday, December 1st 2020, 7:30 pm



## **MUNICIPALITY OF MORRIS-TURNBERRY**

## **COUNCIL MINUTES**

Tuesday, October 20th 2020, 7:30 pm

The Council of the Municipality of Morris-Turnberry met electronically in regular session on the 20<sup>th</sup> day of October, 2020, at 7:30 pm.

## **Council in Attendance**

Mayor Jamie Heffer Deputy Mayor Sharen Zinn Jamie McCallum Jim Nelemans Kevin Freiburger

## Staff in Attendance

Trevor Hallam CAO/Clerk

Mike Alcock Director of Public Works
Jenn Burns Huron County Planner

## Others in Attendance

Mark Heimpel Co-Applicant, MV02-2020 Rob Stute Co-Applicant, MV02-2020

Ryan McClinchey

Denny Scott The Citizen

## 1.0 CALL TO ORDER

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

## 2.0 ADOPTION OF AGENDA

Moved by Sharen Zinn Seconded by Jamie McCallum

MOTION THAT the Council of the Municipality of Morris-Turnberry hereby adopts

the agenda for the meeting of October 20th 2020 as circulated.

Carried.

## 3.0 <u>DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST</u>

None declared.

## 4.0 MINUTES

Moved by Jim Nelemans Seconded by Jamie McCallum

MOTION THAT the Council of the Municipality of Morris-Turnberry hereby adopts

the October 6th, 2020 Regular Council Meeting Minutes as written.

Carried.

## 5.0 ACCOUNTS

## 5.1 ACCOUNTS

Moved by Sharen Zinn Seconded by Jim Nelemans

MOTION 228-2020 THAT the Council of the Municipality of Morris-Turnberry hereby approves for payment the October 20<sup>th</sup> accounts in the amount of \$191,514.73.

Carried.

## 5.2 PAY REPORTS

Copies of the October 14th Pay Reports were provided for information purposes.

## 6.0 PUBLIC MEETINGS AND DEPUTATIONS

## 6.1 COMMITTEE OF ADJUSTMENT, MAITLAND WELDING

Application MV02-2020, Maitland Welding Minor Variance Part of Peter Street and Part of Park Lots 15, 16, 21, 22, 23, and 24, Registered Plan Number 432, 63 North Street Wingham.

Moved by Kevin Freiburger Seconded by Jim Nelemans

MOTION 229-2020 THAT The Council of the Municipality of Morris-Turnberry hereby adjourns their Council Meeting and the Committee of Adjustment hereby opens their Committee of Adjustment Meeting to review application for minor variance MV02-2019, submitted by Maitland Welding and Heimpel Design Inc.

Carried.

## COMMITTEE OF ADJUSTMENT MEETING - MINOR VARIANCE

## 1.0 Call to Order

Mayor Heffer called the meeting of the Committee of Adjustment at 7:35pm.

## 2.0 Declaration of Pecuniary Interest

None Declared.

## 3.0 Purpose

To allow for the expansion of an existing steel fabrication shop (Maitland Welding) that has legal non-conforming status. This application also proposes to reduce the required rear yard setback and increase the maximum lot coverage permitted within the Morris-Turnberry Zoning By-law.

The specific variance requested is:

- 1. Allow for the expansion of an existing legal non-conforming use subject to Section 45 (2)(a)(i) of the Planning Act R.S.O. 1990;
- 2. Proposed relief from Section 19.3.6 of Morris-Turnberry Zoning By-Law 45-2014 to reduce the required rear yard setback from 7.5m to 3.5m;
- 3. Proposed relief from Section 19.3.7 of Morris-Turnberry Zoning By-Law By-law 45-2014 to increase the maximum lot coverage from the required 25 to 30 percent.

## 4.0 Application Process

An application was submitted by Heimpel Design Inc on September  $30^{th}$ , 2020 and considered complete on September  $30^{th}$ , 2020.

Notice of a Public Meeting was mailed by the municipality to all property owners within 60m of the property on October 5<sup>th</sup>, 2020 and notice was posted on the subject property.

## 5.0 Comments

Huron County Planner Jennifer Burns presented a report regarding the application and requested variances.

## 5.1.1 Council's Questions and/or Comments

Councillor Nelemans commented that the application looked quite straight forward.

No other comments were received from Council.

## 5.1.2 Applicant and/or Agent

Mr. Heimpel stated he had no comments to add to Ms. Burns' report.
Mr. Stute made no comments in relation to the report but stated that when the opportunity arises to connect to municipal services they are interested in doing so.

## 5.1.3 Others

Written comments were received from North Huron on October 20, stating there are no concerns with the proposed Heimpel Design/Maitland Welding minor variance application as circulated, and that if any cross border servicing hookups are needed by the applicant, they will be deferred until a cross border servicing agreement can be reached between North Huron and Morris-Turnberry.

## 6.0 Recommendation

It is recommended that application MV02-20 be approved with the following conditions:

- 1. the structure be located within the footprint contained on the sketch that accompanied the application; and
- 2. the variance approval is valid for a period of 18 months from the date of Council's decision.

## 7.0 Approve Application for Minor Variance

Moved by Sharen Zinn Seconded by Kevin Freiburger

## MOTION 230-2020

THAT The Committee of Adjustment of the Municipality of Morris-Turnberry, considering the variance to be minor, and to maintain the appropriate development of the lands and to maintain the general intent of the Morris-Turnberry Zoning By-law 45-2014 and the Morris-Turnberry Official Plan, hereby approves application for minor variance MV02-2020, submitted by Maitland Welding and Heimpel Design Inc., subject to the following conditions:

- 1. the structure be located within the footprint contained on the sketch that accompanied the application; and
- 2. the variance approval is valid for a period of 18 months from the date of Council's decision.

Carried.

## 8.0 Close Committee of Adjustment Meeting

Moved by Kevin Freiburger Seconded by Jim Nelemans

MOTION 231-2020

THAT The Committee of Adjustment hereby adjourns their meeting and the Council of the Municipality of Morris-Turnberry hereby reconvenes their Regular Council Meeting.

Carried.

## 7.0 STAFF REPORTS

## 7.1 PUBLIC WORKS

**Operations Report** 

A report was presented by Director of Public Works Mike Alcock in this regard. There were no questions or comments from Council.

## 7.2 CLERK

COVID-19 Update

A report was presented by CAO/Clerk Trevor Hallam in this regard. There were no questions or comments from Council.

## 8.0 BUSINESS

## 8.1 SOURCE WATER PROTECTION RISK MANAGEMENT AGREEMENT

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

Mayor Heffer commented that the arrangement with the Ausable Bayfield Conservation Authority had been working well

Moved by Jim Nelemans Seconded by Kevin Freiburger

MOTION 232-2020 THAT The Council of the Municipality of Morris-Turnberry hereby accepts the proposal of the Ausable Bayfield Conservation Authority for the provision of risk management services for the years 2021 through 2023, and direct staff to return a by-law authorizing the signing of the draft delegation agreement as presented.

Carried.

## 8.2 EXTENSION OF TIME FOR FILING ENGINEER'S REPORTS

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

There were no questions or comments from Council.

Moved by Sharen Zinn Seconded by Kevin Freiburger

MOTION 233-2020

WHEREAS on November 8, 2017 the Council of the Municipality of Morris-Turnberry appointed Dietrich Engineering Limited to prepare a report under Section 78 of the Drainage Act,, R.S.O. 1990 for the Thompson Lamont Devell Municipal Drain;

AND WHEREAS Dietrich Engineering Limited filed the report for the Thompson Lamont Deyell Municipal Drain with the office of the Clerk on October 8<sup>th</sup> 2020;

AND WHEREAS Section 39 of the Drainage Act Drainage Act,, R.S.O. 1990 states that the engineer shall file the report within one year after the appointment of the engineer or within such further time as may be extended before or after the expiry of the one-year period by resolution of the council of the municipality;

NOWTHEREFORE The Council of the Municipality of Morris-Turnberry hereby extends the time for the filing of the Engineer's Report for the Thompson Lamont Deyell Municipal Drain to October 8<sup>th</sup>, 2020.

Carried.

Moved by Jim Nelemans Seconded by Kevin Freiburger

## **MOTION** 234-2020

WHEREAS on December 5, 2017 the Council of the Municipality of Morris-Turnberry appointed Dietrich Engineering Limited to prepare a report under Section 78 of the Drainage Act,, R.S.O. 1990 for the Henderson Municipal Drain;

AND WHEREAS Dietrich Engineering Limited filed the report for the Henderson Municipal Drain with the office of the Clerk on October 8th 2020;

AND WHEREAS Section 39 of the Drainage Act Drainage Act., R.S.O. 1990 states that the engineer shall file the report within one year after the appointment of the engineer or within such further time as may be extended before or after the expiry of the one-year period by resolution of the council of the municipality;

NOWTHEREFORE The Council of the Municipality of Morris-Turnberry hereby extends the time for the filing of the Engineer's Report for the Henderson Municipal Drain to October 8th, 2020.

Carried.

#### 9.0 **COUNCIL REPORTS**

Sharen Zinn

No report

Jamie McCallum

October 14th participated in a meeting of the Committee for Huron Injury Prevention.

Jim Nelemans

October 19th participated in a meeting of the Belmore Community Centre Committee

Councillor Nelemans also commented that he applied for an open burn permit through the municipal website and within 10 minutes had received confirmation. He said previously there had been issues with delayed or no responses when the applications were submitted by phone and expressed his thanks to Fire Chief Marty Bedard and staff for setting up the online system.

Kevin Freiburger

No report

Jamie Heffer

No report

#### CORRESPONDENCE, MINUTES, ITEMS FOR INFORMATION 10 0

- Correspondence Regulatory update Office of the Solicitor General Correspondence Unauthorized car rallies Town of Wasaga Beach 10.1
- 10.2
- Correspondence Reform to the Municipal Insurance Policy Township of Lake of Bays 10.3
- Correspondence Wingham floodplain mapping public information centre Maitland 10.4 Valley Conservation Authority
- Notice of Passing Zoning By-Law Amendment Huron East 10.5
- 10.6 Report – Belgrave Water September 2020
- Media Release SVCA refocuses efforts Saugeen Valley Conservation Authority Media Release Following public health direction Huron County 10.7
- 10.8
- 10.9 Media Release - Vacant commercial/industrial land tax survey - Huron County
- Media Release Climate change adaption plan Huron County Media Release Single-use item reduction strategy Huron County 10.10
- 10.11
- 10.12 Minutes - August 6, 2020 - Saugeen Valley Conservation Authority
- 10.13 Newsletter - Huron Business and Tourism Update and Support Newsletter Resolution - Capital expenditures under the Safe Restart Agreement - Township of 10.14 North Glengarry
- Resolution Cannabis production governing body Township of Asphodel Norwood
- 10.16 Resolution Landfill development approval City of St. Catharines

- 10.17 Resolution Aggregate resource property valuation County of Wellington
- 10.18 Resolution Funding for community groups and service clubs Loyalist Township
- 10.19 Resolution Unlicensed and unmonitored cannabis grow operations Township of Blandford-Blenheim
- 10.20 Outstanding Action Items

Councillor Freiburger asked to discuss the resolution from the County of Wellington regarding aggregate resource property valuation. Mr. Hallam provided an explanation of the purpose of the resolution.

Moved by Kevin Freiburger Seconded by Jim Nelemans

## MOTION 235-2020

WHEREAS previous assessment methodologies for aggregate resource properties valued areas that were used for aggregate resources or gravel pits at industrial land rates on a per acre basis of the total site and such properties were formally classified and taxed as industrial lands; and

WHEREAS Morris-Turnberry Council supports a fair and equitable assessment system for all aggregate resource properties; and

WHEREAS the Municipal Property Assessment Corporation determined, with the participation only of the Ontario Stone, Sand and Gravel Association, revised criteria for assessing aggregate resource properties; and

WHEREAS Morris-Turnberry Council has concerns that the revised criteria does not fairly assess the current value of the aggregate resource properties.

## NOW THEREFORE BE IT RESOLVED:

- That Morris-Turnberry Council does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties; and
- That Morris-Turnberry Council believes there is a need to review the current assessment scheme for aggregate resource properties to address the inequity of property values; and
- That Morris-Turnberry Council hereby calls upon the Province to work with the Municipal Property Assessment Corporation to address the assessment issue so that aggregate resource properties are assessed for their industrial value; and
- 4. That Morris-Turnberry Council direct the Clerk to provide a copy of this motion to the Ministers of Finance; Municipal Affairs and Housing; and Natural Resources and Forestry; and to AMO, ROMA, MPP Lisa Thompson and the County of Wellington.

Carried

Mayor Heffer stated that the resolution from the Township of Asphodel Norwood seemed relevant to the Municipality's recent experiences and asked if any other members of Council had considered supporting it.

Moved by Jim Nelemans Seconded by Sharen Zinn

## MOTION 236-2020

THAT The Council of the Municipality of Morris-Turnberry hereby supports and endorses the resolution of the Township of Asphodel Norwood calling for a governing body in cannabis production that:

- 1. Takes a unified approach to land use planning restrictions;
- Enforces the regulations under the Cannabis Act on behalf of the licencing agency and ensures local authorities are in fact provided with notification of any licence issuance, amendment, suspension, reinstatement, or revocation within their region;
- 3. Communicates more readily with local governments; and
- 4. Provides local governments with more support.

AND FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, MPP Lisa Thompson, the Minister of Agriculture, Food and Rural Affairs, the Association of Ontario Municipalities (AMO), and the Township of Asphodel Norwood.

Carried

Mayor Heffer asked if there was any support for the resolution of the Township of Blandford-Blenheim.

Moved by Jamie Heffer Seconded by Jamie McCallum

MOTION 237-2020 THAT The Council of the Municipality of Morris-Turnberry hereby supports and endorses the resolution of the Township of Blandford-Blenheim urging the Federal Government to amend the legislation under which cannabis grow operations operate to ensure the safety and rights of the local communities in which they are situated are respected;

AND FURTHER THAT a copy of this resolution be forwarded to the Federal Minister of Health, Federal Minister of Public Safety and Emergency Preparedness, MP Ben Lobb, MPP Lisa Thompson, the Association of Ontario Municipalities, and the Township of Blandford-Blenheim.

Carried.

## 11.0 NEW BUSINESS

Deputy Mayor Zinn asked that a report on the status of the Brussels Industrial Land Strategy be presented at the next meeting of Council.

## 12.0 BY-LAWS AND AGREEMENTS

## 12.1 PERSONNEL POLICY

At their October 6<sup>th</sup> meeting, Council directed staff to return the draft Personnel Policy as presented in by-law form for consideration. By-Law 45-2020 was presented for consideration.

Moved by Sharen Zinn Seconded by Kevin Freiburger

MOTION 238-2020

THAT leave be given to introduce By-Law # 45-2020, being a by-law to adopt a Personnel Policy for the Municipality of Morris-Turnberry, and that it now be read severally a first, second, and third time, and finally passed this 20<sup>th</sup> day of October 2020.

Carried.

## 12.2 INFRUSTRUCTURE ONTARIO LOAN APPLICATION

At their September 15<sup>th</sup> meeting, Council authorized staff to pursue refinancing of the Bank Demand Loan for the Belgrave Development through Infrastructure Ontario. On October 15<sup>th</sup>, the application was approved by Infrastructure Ontario in the amount of \$850,000. The by-law providing final authorization of the loan was presented for the consideration of Council. The loan is for a fixed term of 15 years, at a rate of 1.7%, rather than the 1.8% initially quoted.

Moved by Jim Nelemans Seconded by Sharen Zinn

MOTION 239-2020

THAT leave be given to introduce By-Law # 46-2020, being a by-law to approve the submission of an application to Ontario Infrastructure and Lands Corporation ("OILC") for the long-term financing of certain capital work(s) of The Corporation of the Municipality of Morris-Turnberry (the "municipality"); and to authorize the entering into of a rate offer letter agreement pursuant to which the Municipality will issue debentures to OILC, and that it now be read severally a first, second, and third time, and finally passed this 20<sup>th</sup> day of October 2020.

Carried.

## 13.0 CLOSED SESSION

## 13.1 ENTER CLOSED SESSION

Moved by Sharen Zinn Seconded by Kevin Freiburger

MOTION 240-2020

THAT the Council of the Municipality of Morris-Turnberry enter a closed session, with the CAO/Clerk and Director of Public Works remaining in attendance at 8:07p.m. for the purpose of discussing confidential matters pursuant to the following sections of the Municipal Act:

- Section 239 (2) (b) regarding personal matters about an identifiable individual.
- 2) Section 239 (2) (k) regarding negotiations to be carried on by the municipality.

Carried.

## 13.2 RETURN TO OPEN SESSION

Moved by Jim Nelemans Seconded by Sharen Zinn

MOTION 241-2020

THAT the Council of the Municipality of Morris-Turnberry rise from a closed

session at 9:30 p.m.

Carried.

## 13.3 REPORT AND ACTION FROM CLOSED SESSION

Council discussed two matters regarding an identifiable individual and one matter regarding negotiations to be carried on by the municipality. Direction was given to staff accordingly.

## 14.0 CONFIRMING BY-LAW

Moved by Sharen Zinn Seconded by Jamie McCallum

MOTION 242-2020

THAT leave be given to introduce By-Law # 47-2020, being a by-law to confirm the proceedings of the Municipality of Morris-Turnberry meeting of Council held on October 20<sup>th</sup>, 2020, and that it now be read severally a first, second, and third time, and finally passed this 20<sup>th</sup> day of October 2020.

Carried.

## 15.0 ADJOURNMENT

Moved by Sharen Zinn Seconded by Jim Nelemans

MOTION

THAT the Council of the Municipality of Morris-Turnberry does now adjourn

243-2020 at 9:32 pm.

Carried.

## **NEXT MEETINGS:**

1. Regular Meeting of CouncilTuesday, November3rd2020, 7:30 pm2. Regular Meeting of CouncilTuesday, November17th2020, 7:30 pm

Mayor, Jamie Heffer

Clerk, Trevor Hallam

## Account List November 3 2020

**Municipality of Morris-Turnberry** 

#### **Account List for** November 3 2020 General Morris Office Bell Canada 437.44 Bell Mobility Cell Phones 46.61 Telizon Long Distance Phone 9.14 HuronTel Municipal Website 121.98 Huron Clean Office Cleaning 271.20 CJ Johnston Office Solutions Inc. Office Supplies 81.69 Office Supplies Goderich Print Shop 203.40 Orkin Canada Corporation Pest Control 89.84 Brussels Legion Remembrance Day Wreath 70.00 Wedding Solemnizations **Bruce Whitmore** 600.00 **Detritus Consulting Limited** Belgrave Development 28.815.00 Township of North Huron 2020 Q4 Fire Installment 43,916.50 **OMEIFA** Loan Payment 29,721.46 Minister of Finance EHT - October 2020 634.63 **WSIB** WSIB - October 2020 819.52 **Payroll** October 28 2020 Pavroll 16,386.57 Expenses 117.16 Payroll Council Pay 4,190.87 Expenses 503.67 **General Total** 127,036.68 **Building Department Bell Mobility** Cell Phones 144.75 Lloyd Collins Construction Ltd. Return Double Payment 480.00 Minister of Finance EHT - October 2020 314.35 **WSIB** WSIB - October 2020 459.44 **Payroll** October 28 2020 Payroll 8,942.56 Expenses **Building Total** 10,341.10 **Property Standards Property Standards Total Drainage Drainage Total** Parks & Cemeteries Parks & Cemeteries Total **Belgrave Water** Veolia Water Operations - September 5,610.07 **Water Total** 5,610.07 Landfill **Bell Mobility** Cell Phone 12.71 John McKercher Construction Ltd. Morris Landfill 994.40 Goderich Print Shop Landfill Weigh Slips 271.20

1,278.31

## Account List November 3 2020

<u>Roads</u>						
Union Gas	Turnberry Shop	42.52				
Bell Canada	Morris Shop	218.72				
Bell Mobility	Cell Phones	128.01				
HuronTel	Turnberry Shop Internet	57.52				
New-Lift Hydraulics Ltd.	Parts for 18-11 Backhoe	38.54				
Neils Repair Service	Repair for 18-18 Pickup	92.09				
Listowel Auto Glass Ltd.	Repair for 15-10 Backhoe	129.95				
Jordan Auto Inc.	Maintenance & Repair for 17-14 Pickup	375.91				
Laidlaw Carriers	Haul Road Salt	528.15				
Donegan's Haulage	Winter Sand	7,642.13				
Norjohn Contracting	Surface Treatment Holdback	31,576.25				
Lavis Contracting Co. Ltd	Bluevale Paving Holdback	12,183.64				
Township of North Huron	Radio Antennae Water Tower Rental	600.00				
Minister of Finance	EHT - October 2020	643.61				
WSIB	WSIB - October 2020	940.66				
Payroll						
October 28 2020	Payroll	18,801.53				
	Expenses	-				
	Roads To	tal	73,999.23			
	Account	t Total	218,265.39			
Approved By Council:	November 3 2020					
Mayor - Jamie Heffer	Treasurer- Sean Brophy					

The Municipality of Morris Turnberry 41342 Morris Road, PO Box 310 Brussels, ON NOG 1H0

## Notice of Meeting to Consider the Engineer's Report

Drainage Act, R.S.O. 1990, c. D.17, s. 42

To:

Enter Name and Current Address of Property Owner

Thompson Lamont Deyell Munic	<u>. * </u>	ame of drain)	
are requested to attend a council meetin	g to consider the final	report filed with the	Municipality
of Morris-Turnberry			for this drainage works.
The meeting will take place:			
Date (yyyy/mm/dd)	Time	Location	
2020/11/03	7:30 pm	See Over	
If the share of the project cost assessed to	your property is more the	an \$100, a copy of the	e report is included with this notice.
Name of Clerk (Last Name, First Name ) Hallam, Trevor			
Name of Municipality			
The Municipality of Morris-Turnbe	rry		
Signature of Clerk		Date (yyyy/mm/d	dd)
		2020/10/14	

Failure to attend meeting: If you do not attend the meeting, it will proceed in your absence. If you are affected or assessed by this proposed project, you will continue to receive notification as required by the Drainage Act.

## Activities at the meeting to consider the report:

- Usually the engineer will present a summary of the report to council
- · For drains initiated by petition:
  - Petitioners will be given an opportunity to withdraw their name from the petition
  - Other owners that benefit from the drain will be given an opportunity to add their name to the petition
- Council must decide whether or not to proceed with the project by provisionally adopting the engineer's report by by-law; they also have the option to refer the report back to the engineer for modifications.
- · All property owners affected by the drain will have an opportunity to influence council's decision
- There is no right to appeal assessments or other aspects of the engineer's report at this meeting; these appeal rights will be made available later in the procedure. *Drainage Act*, R.S.O. 1990, c. D.17, s. 47 54.

**Petitioners:** After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.

Ontario

## **Engineer's Report:**

- A copy of the assessment schedule for this Municipal Drain is included with this notice.
- If you are the owner of a property that is assessed <u>over</u> \$100 a copy of the Engineer's Report is included with this notice.
- If you are the owner of any land that is assessed <u>under</u> \$100 a copy of the Engineer's Report can be made available for review at the Municipal Office by appointment, or at any time on the Municipality's website at <a href="https://morristurnberry.ca/departments/public-works/drainage">https://morristurnberry.ca/departments/public-works/drainage</a>.

## **Meeting Details:**

The meeting to consider the Engineer's Report will be held electronically only. If you choose to participate, you may join online or by phone by using the details below.

Join online:

https://us02web.zoom.us/j/89486982919

Meeting ID: 894 8698 2919

Join by telephone:

+1 647 374 4685 Canada +1 647 558 0588 Canada

Meeting ID: 894 8698 2919

You may also access the link for the meeting via the Municipality's website at <a href="https://morristurnberry.ca/government/agendas-minutes">https://morristurnberry.ca/government/agendas-minutes</a>

Thompson Lamont Deyell
Municipal Drain 2020
Municipality of Morris-Turnberry
(Turnberry Ward)



CONSULTING ENGINEERS

Reference No. 1756 August 7, 2020



## **TABLE OF CONTENTS**

1.0	Introduction	1
2.0	Authorization	1
3.0	History	2
4.0	On-Site Meeting	2
5.0	Findings	2
6.0	Recommendations	2
7.0	Environmental Considerations	2
8.0	Working Area and Access	2
9.0	Watershed and Soils Characteristics	3
10.0	Allowances	3
11.0	Estimated Construction Costs	3
12.0	Summary of Estimated Project Costs	3
13.0	Assessment	4
14.0	Maintenance	4
15.0	Schedule A – Allowances	5
16.0	Schedule B – Estimated Construction Costs	6
17.0	Schedule C – Assessment for Construction	7
18.0	Schedule D – Assessment for Maintenance	.17

## Appendix 1

Maitland Valley Conservation Authority – Permit To Alter A Watercourse

Specification for Construction of Municipal Drainage Works

**DIVISION A – General Conditions** 

DIVISION B – Specification for Open Drains

DIVISION H – Special Provisions

CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7

T: (519) 880-2708

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E: mail@dietricheng.com

Kitchener, Ontario

August 7, 2020

# Thompson Lamont Deyell Municipal Drain 2020 Municipality of Morris-Turnberry (Turnberry Ward)

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

Members of Council:

## 1.0 Introduction

We are pleased to present our report on the "Thompson Lamont Deyell Municipal Drain 2020", serving the following Lots and Concessions in the Municipality of Morris-Turnberry, Turnberry Ward, County of Huron:

Lots 10 to 30, Concession B,

Lots 23 to 30, Concession 10,

Lots 23 to 30, Concession 11,

Lots 25 to 35, Concession 12, and

In the Township of North Huron, East Wawanosh Ward, County of Huron:

Lots 30 to 35, Concession 14, and

In the Municipality of South Bruce, Culross Ward, County of Bruce:

Lots 33 to 35, Concession 1, and

In the Township of Huron-Kinloss, Kinloss Ward, County of Bruce:

Lots 1 to 12, Concession 1,

Lots 35 to 40, Concession 2

The attached Plan, and Detail Drawings No. 1 Reference No. 1756, 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 at its November 8, 2017 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, signed by Edward Czerniawski, we have made an examination and survey of the affected area and submit herewith our Report which includes Drawing No. 1, Details 1 and 2 and Specifications for this work.



## 3.0 History

The existing Thompson Lamont Deyell Municipal Drain was originally constructed under the authority of a report prepared by Mr. Fred A. Edgar, P.Eng., dated June 27, 1929.

The outlet for this drain is the Maitland River in the Township of North Huron, East Wawanosh Ward.

In 1992 the maintenance assessment schedule of the existing Thompson Lamont Deyell Municipal Drain was updated to reflect the changes in ownership, lot size and land use that had occurred since 1929. This report was prepared by Maitland Engineering Services Ltd, dated June 26, 1992.

## 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 7, 2018. The place of meeting was the driveway at 39382 Amberly Road. Persons in attendance were:

Chris J. Dietrich

Dietrich Engineering Limited

Landowners:

Edward & Brenda Czerniawski

## 5.0 Findings

We have made an examination of the drainage area and have found that the Edward Czerniawski property (Roll No. 15-007) is severed by the Thompson Lamont Deyell Municipal Drain and the existing 2400mm diameter culvert is failing and not of sufficient length for current farm equipment.

## 6.0 Recommendations

It is our recommendation that:

- 1. A new crossing be constructed on the Edward & Brenda Czerniawski property (Roll No. 15-007).
- 2. The new crossing shall be a 13 metre length of 2400mm diameter corrugated metal pipe laneway culvert with 125mm x 25mm corrugations and a wall thickness of 2.8mm (Type 2 Aluminized).
- 3. The new crossing passes the 10-year return storm with a 12 hour storm duration.

## 7.0 Environmental Considerations

An application to alter a watercourse was submitted to the Maitland Valley Conservation Authority (MVCA). MVCA approved the application and provided a permit on July 14, 2020. Permit ALT21/2020 is attached (refer to Appendix 1).

## 8.0 Working Area and Access

The landowner on whose property the culvert is to be constructed shall designate access to and from the working area.

The working area for construction and maintenance shall be the area enclosed by a 10 metre working width around the footprint of the structure.



## 9.0 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 1891.9 hectares. Land use within the watershed is primarily agricultural and bush lands.

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 Donnybrook Sandy Loam, Dumfries Loam, Harriston Loam, and Muck.

## 10.0 Allowances

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

## 10.1 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.

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

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

<u>\$500</u>

## 11.0 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.

lotal estimated construction costs	
------------------------------------	--

\$16,380

## 12.0 Summary of Estimated Project Costs

The total estimated project costs are as follows:

TOTAL ESTIMATED PROJECT COSTS – Thompson Lamont Deyell Municipal Drain 2020	\$ 39,800
Contingencies, Interest and net H.S.T.	\$ 1,120
Preparation of contract documents, contract administration, supervision and inspection of construction	\$ 3,500
Consultation with Environmental Agencies	\$ 2,200
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)	\$ 16,100
Total Estimated Construction Costs (Refer to Schedule B)	\$ 16,380
Allowances under Sections 30 of the Drainage Act, R.S.O. 1990 (Refer to Schedule A)	\$ 500



The estimated cost of the work in the Municipality of Morris-Turnberry is \$39,800.

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 Drainage Tribunal and/or Drainage Referee.

## 13.0 Assessment

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

## 14.0 Maintenance

After completion, this drainage crossing shall be maintained by the Municipality of Morris-Turnberry at the expense of all the lands and roads assessed in the attached Schedule of Assessment for Maintenance, until such time as the assessment is changed under the Drainage Act.

Respectfully submitted,

**DIETRICH ENGINEERING LIMITED** 

W. J. Dietrich, P.Eng.

WJD:cjd





## Schedule A - Allowances

Lot or Part	Con.	Landowner	Roll No.	Damages to Lands and Crops (Section 30)							
Municipality of N	Morris-Tu	urnberry (Turnberry Ward)									
19	В	E. Czerniawski	(15-007)	\$500							
Total Allowances											
Thompson Lamo	Thompson Lamont Deyell Municipal Drain 2020 \$500										



## **Schedule B - Estimated Construction Costs**

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

<b>Description</b> A) Main Drain (Open)	Estimated Quantity	\$/Unit	Total
<ul> <li>Supply 1 - 2400mm diameter, 2.8mm thickness corrugated metal pipe laneway culvert (125mm X 25mm corrugations) (Type 2 Aluminized)</li> </ul>	13 m	\$660.00	\$8,580.00
Installation of 2400mm diameter laneway culvert complete with quarry stone rip-rap protection and geotextile filter material (50m²) and including the removal of existing 2400mm diameter culvert	l.s.		\$7,800.00
TOTAL ESTIMATED CONSTRUCTION COSTS THOMPSON LAMONT DEYELL MUNICIPAL DRAIN 2020			\$16,380.00



	TOTAL ASSESSMENT										
Lot or Part	Con. or Plan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment	
<u>Municipality</u>	of Morri	s-Turnberry (Turnberry Ward	1								
* Pt. 10	В	W. Wideman	(20-086-35)	1.6		\$22	\$22			\$22	
Pt. 11	В	C. Burke	(15-018)	2.4		\$33	\$33	\$11		\$22	
* Pt. 11	В	D. & K. Kleist	(15-019)	0.1		\$5	\$5			\$5	
Pt. 12	В	C. Burke	(15-018)	5.3		\$71	\$71	\$24		\$47	
Pt. 13	В	K. & L. Winger	(15-020)	5.3		\$48	\$48	\$16		\$32	
Pt. 14	В	K. & L. Winger	(15-020)	6.5		\$52	\$52	\$17		\$35	
Pt. 15	В	P. & D. Kraayenbrink	(15-021)	7.7		\$96	\$96	\$32		\$64	
Pt. 16	В	P. & D. Kraayenbrink	(15-021)	7.7		\$62	\$62	\$21		\$41	
Pt. 17	В	P. & D. Kraayenbrink	(15-021)	5.7		\$46	\$46	\$15		\$31	
Pt. 15	В	P. McNally	(15-022)	0.8		\$11	\$11	\$4		\$7	
Pt. 16	В	P. McNally	(15-022)	1.6		\$22	\$22	\$7		\$15	
Pt. 17	В	P. McNally	(15-022)	2.4		\$33	\$33	\$11		\$22	
18	В	B. & M. Gibbons	(15-006)	14.2		\$128	\$128	\$43		\$85	
19	В	E. Czerniawski	(15-007)	28.5	\$17,900	\$351	\$18,251	\$6,084	\$500	\$11,667	
20	В	E. Czerniawski	(15-007)	36.5		\$439	\$439	\$146		\$293	
21	В	Great Lakes Poultry Farms	(15-009)	40.3		\$444	\$444	\$148		\$296	
22	В	Great Lakes Poultry Farms	(15-009)	40.3		\$481	\$481	\$160		\$321	
23	В	Great Lakes Poultry Farms	(15-010)	40.3		\$504	\$504	\$168		\$336	
24	В	A. & G. Laidlaw	(15-011)	40.3		\$397	\$397	\$132		\$265	
25	В	N. & C. Edgar	(15-012)	40.3		\$444	\$444	\$148		\$296	
26	В	W. & S. Pewtress	(15-013)	40.3		\$459	\$459	\$153		\$306	
27	В	W. & S. Pewtress	(15-013)	40.3		\$437	\$437	\$146		\$291	
28	В	J. & B. Benninger	(15-014)	40.4		\$442	\$442	\$147		\$295	



	TOTAL ASSESSMENT									
Lot or Part	Con. or Plan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Pt. 29	В	J. & B. Benninger	(15-014)	2.0		\$23	\$23	\$8		\$15
S.Pt. 29	В	D. & P. Moore	(15-015)	19.1		\$177	\$177	\$59		\$118
N.Pt. 29	В	D. Bannerman	(15-016)	19.2		\$155	\$155	\$52		\$103
S.Pt. 30	В	D. & P. Moore	(15-015)	20.1		\$184	\$184	\$61		\$123
N.Pt. 30	В	D. Wesley & M. Ducan	(15-017)	20.2		\$163	\$163	\$54		\$109
23	10	M. McKague	(10-030)	4.0		\$54	\$54	\$18		\$36
24	10	R. & G. Johnston	(10-031)	32.4		\$373	\$373	\$124		\$249
25	10	R. & G. Johnston	(10-031)	40.5		\$436	\$436	\$145		\$291
N.Pt. 26	10	J. King	(10-032)	20.2		\$241	\$241	\$80		\$161
S.Pt. 26	10	M. Foxton	(10-032-05)	20.2		\$242	\$242	\$81		\$161
Pt. 27	10	M. Skinn	(10-033-30)	10.1		\$90	\$90	\$30		\$60
Pt. 27	10	R. Bushell	(10-033-40)	15.8		\$127	\$127	\$42		\$85
Pt. 27	10	R. & S. Haanstra	(10-034)	19.8		\$255	\$255	\$85		\$170
Pt. 28	10	R. & S. Haanstra	(10-034)	14.9		\$174	\$174	\$58		\$116
W.Pt. 28	10	B. Lees & D. Galbraith	(10-035)	20.2		\$229	\$229	\$76		\$153
Pt. 28	10	B. & R. Bushell	(10-036)	8.2		\$106	\$106	\$35		\$71
29	10	M. & N. Brouillette	(10-037)	28.3		\$327	\$327	\$109		\$218
30	10	M. & N. Brouillette	(10-037)	14.6		\$138	\$138	\$46		\$92
23	11	M. & S. McKague	(11-025)	14.2		\$190	\$190	\$63		\$127
* Pt. 24	11	J. Good	(11-025-15)	0.4		\$8	\$8			\$8
24	11	KTM Family Farm Ltd.	(11-026)	32.0		\$422	\$422	\$141		\$281
25	11	W. & M. Fenton	(11-027)	38.4		\$361	\$361	\$120		\$241
* Pt. 25	11	G. Watson	(11-028)	0.2		\$5	\$5			\$5
* Pt. 26	11	J. Matthews	(11-029)	1.3		\$10	\$10			\$10

\$49

\$414

\$293

\$153

\$20,413

Less



Con.

M.V.C.A.

M.V.C.A.

M.V.C.A.

(Municipality of Morris-Turnberry, Turnberry Ward)

12 E. Moore & M. Duncan

12

12

**Total Assessment on Lands** 

**TOTAL ASSESSMENT** 

Outlet

\$49

\$414

\$293

\$153

\$12,567

\$49

\$414

\$293

\$153

\$30,467

\$9,554

\$500

	Latina Dani	or	Lordanos	B. II M.	Hectares	Benefit (Control 20)	Liability	Total	1/3 Gov't	Less	Net
	Lot or Part	Plan	Landowner	Roll No.	Affected	(Sec. 22)	(Sec. 23)	Assessment	Grant	Allowances	Assessment
	* Pt. 26	11	M. Flowers	(11-030)	25.9		\$209	\$209			\$209
	* Pt. 26	11	T. Huffman	(11-031)	7.3		\$59	\$59			\$59
	* Pt. 27	11	T. Huffman	(11-031)	17.0		\$137	\$137			\$137
	Pt. 27	11	R. & S. Haanstra	(11-032)	23.5		\$304	\$304	\$101		\$203
	28	11	R. & S. Haanstra	(11-032)	40.5		\$474	\$474	\$158		\$316
_	29	11	M. Hehn	(11-033)	28.3		\$278	\$278	\$93		\$185
2	* W.Pt. 30	11	R. & K. Glasgow	(11-034)	20.2		\$179	\$179			\$179
Ó	E.Pt. 30	11	K. & L. Lewis	(11-035)	11.3		\$141	\$141	\$47		\$94
	25	12	G. & C. Gerber	(12-034)	1.2		\$13	\$13	\$4		\$9
	* 26	12	D. & S. Field	(12-035)	0.4		\$5	\$5			\$5
	27	12	D. & D. Morrison	(12-036)	3.6		\$43	\$43	\$14		\$29
	28	12	D. & B. Morrison	(12-037)	3.6		\$41	\$41	\$14		\$27
	W.Pt. 30	12	D. Becker & T. Farrell-Becker	(12-039)	1.2		\$10	\$10	\$3		\$7
	* S.Pt. 31	12	E. Kitchen	(12-040)	19.8		\$160	\$160			\$160
	* Pt. 31	12	R. & K. Glasgow	(12-041)	10.9		\$88	\$88			\$88

6.1

51.4

36.4

19.0

\$17,900

(12-042)

(12-042)

(12-042)

(12-043)

Approx.

\* 32

\* 33

\* 34

\* 35



	TOTAL ASSESSMENT										
Lot or Part	Con. or	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment	
West Street	i idii	Municipality of Morris-Turnb		0.2	(300. 22)	\$8	\$8	Oldill	Allowances	\$8	
Gibbons Line		Municipality of Morris-Turnb	•	0.8		\$43	\$43			\$43	
Sideroad 20-	21	Municipality of Morris-Turnb	•	4.0		\$53	\$53			\$53	
Holmes Line		Municipality of Morris-Turnb	-	4.2		\$226	\$226			\$226	
Sideroad 30-	31	Municipality of Morris-Turnb	erry	2.3		\$41	\$41			\$41	
Glenannon R	oad	Municipality of Morris-Turnb	erry	6.1		\$244	\$244			\$244	
North Street	W	Municipality of Morris-Turnb	erry	8.7		\$200	\$200			\$200	
Turnberry Kir	nloss Rd.	Municipality of Morris-Turnb	erry	2.5		\$44	\$44			\$44	
Turnberry Cu	Iross W.	Municipality of Morris-Turnb	erry	1.0		\$39	\$39			\$39	
Amberley Ro	ad	County of Huron		3.6		\$195	\$195			\$195	
Total Assessr (Municipality		Roads is-Turnberry, Turnberry Ward)				\$1,093	\$1,093			\$1,093	
		Lands and Roads, s-Turnberry (Turnberry Ward	١		\$17,900	\$13,660	\$31,560	\$9,554	\$500	\$21,506	
iviumcipanty	OI IVIOITI	s-rullibelly (rullibelly walu	l		\$17, <del>5</del> 00	\$15, <del>000</del>	<b>331,300</b>	<b>33,334</b>	<b>Ş</b> 500	321,300	
Township of	North Hu	ron (East Wawanosh Ward)									
Pt. 30	14	Ross Family Farms Ltd.	(14-009)	3.9		\$36	\$36	\$12		\$24	
* Pt.30	14	M. McCormick	(14-010)	0.4		\$8	\$8			\$8	
* Pt. 30	14	K. & C. Galbraith	(14-011)	19.9		\$160	\$160			\$160	
* Pt.30	14	J. Bank	(14-013)	0.2		\$5	\$5			\$5	
* Pt.30	14	J. Franken	(14-014)	0.2		\$5	\$5			\$5	
N.Pt. 31	14	J. & E. Green	(14-015)	38.4		\$385	\$385	\$128		\$257	
S.Pt. 31	14	Ontario Peninsula Farms	(14-016)	10.1		\$94	\$94	\$31		\$63	
* Pt. 32	14	R. Foxton	(14-018)	6.9		\$70	\$70			\$70	



Į					TOTAL A	ASSESSMENT					
	Lot or Part	Con. or Plan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
*	Pt. 32	14	C. & A. Dejong	(14-019)	6.9		\$69	\$69			\$69
	Pt. 32	14	D. & S. Davidson	(14-020)	13.0		\$135	\$135	\$45		\$90
	N.Pt. 33	14	N. & C. Edgar	(14-022)	18.2		\$244	\$244	\$81		\$163
	S.Pt. 34	14	A. Edgar	(14-023)	1.2		\$16	\$16	\$5		\$11
*	Pt. 34	14	M. & D. Ryan	(14-024)	0.4		\$8	\$8			\$8
	N.Pt. 34	14	T. Schlegel	(14-027)	29.1		\$363	\$363	\$121		\$242
	35	14	T. Schlegel	(14-027)	3.6		\$49	\$49	\$16		\$33
	Total Assessment (Township of No		ands uron, East Wawanosh Ward)				\$1,647	\$1,647	\$439		\$1,208
	Beecroft Line		Township of North Huron		1.7		\$70	\$70			\$70
	Norman Line		Township of North Huron		1.2		\$47	\$47			\$47
	Amberley Road		County of Huron		5.3		\$287	\$287			\$287
	Total Assessment on Roads (Township of North Huron, East Wawanosh Ward)						\$404	\$404			\$404
Total Assessment on Lands and Roads,  Township of North Huron (East Wawanosh Ward) \$2,051 \$2,051 \$439 \$1,61									\$1,612		
	Municipality of South Bruce (Culross Ward)										
*	Pt. 33	1	County of Bruce	(1-039)	16.2		\$130	\$130			\$130
*	34	1	County of Bruce	(1-039)	20.2		\$163	\$163			\$163
*	35	1	County of Bruce	(1-039)	7.3		\$59	\$59			\$59



				TOTAL A	ASSESSMENT					
Lot or Part	Con. or Plan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Pt.33	1	J. Walton	(1-079)	2.0		\$27	\$27	\$9		\$18
Total Assessme		Lands n Bruce, Culross Ward)				\$379	\$379	\$9		\$370
Boundary Kinlo		Municipality of South Bruce		0.4		\$5	\$5	ΨJ		\$5
•		Municipality of South Bruce		1.0		\$39	\$39			\$39
Total Assessme (Municipality o		Roads n Bruce, Culross Ward)				\$44	\$44			\$44
		Lands and Roads, n Bruce (Culross Ward)				\$423	\$423	\$9		\$414
Township of H	uron-K	<u>(inloss (Kinloss Ward)</u>								
* S.Pt. 1	1	J. Younglao	(2-001)	3.7		\$50	\$50			\$50
S.Pt. 1	1	G. McIntosh	(2-001-10)	16.4		\$152	\$152	\$51		\$101
* S.Pt. 2	1	J. Younglao	(2-001)	3.7		\$50	\$50			\$50
S.Pt. 2	1	G. McIntosh	(2-001-10)	16.4		\$195	\$195	\$65		\$130
* S.Pt. 3	1	J. Deboer	(2-002)	3.2		\$37	\$37			\$37
S.Pt. 3	1	Open Valley Farms	(2-004)	16.9		\$179	\$179	\$60		\$119
S.Pt. 4	1	J. Deboer	(2-002-05)	3.6		\$44	\$44	\$15		\$29
S.Pt. 4	1	Open Valley Farms	(2-004)	16.5		\$185	\$185	\$62		\$123
S.Pt. 5	1	Open Valley Farms	(2-004)	20.1		\$248	\$248	\$83		\$165
S.Pt. 6	1	Open Valley Farms	(2-004)	20.1		\$253	\$253	\$84		\$169
S.Pt. 7	1	M. Simpson	(2-005)	20.1		\$253	\$253	\$84		\$169
S.Pt. 8	1	M. Simpson	(2-005)	18.9		\$186	\$186	\$62		\$124
S.Pt. 9	1	K. Simpson	(2-040)	15.9		\$174	\$174	\$58		\$116

# Page

					TOTAL A	ASSESSMENT					
	Lot or Part	Con. or Plan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
	S.Pt. 10	1	K. Simpson	(2-040)	11.3	(00000)	\$135	\$135	\$45		\$90
*	S.Pt. 11	1	J. Kikkert	(2-041)	2.0		\$27	\$27			\$27
	S.Pt. 11	1	E. Miller	(2-065)	4.5		\$55	\$55	\$18		\$37
	S.Pt. 12	1	E. Miller	(2-065)	1.6		\$20	\$20	\$7		\$13
	N.Pt. 1	1	M. Duncan	(2-084)	20.2		\$224	\$224	\$75		\$149
	N.Pt. 2	1	M. Duncan	(2-084)	20.2		\$173	\$173	\$58		\$115
	N.Pt. 3	1	C. Whytock	(2-085)	20.2		\$229	\$229	\$76		\$153
	N.Pt. 4	1	C. Whytock	(2-085)	20.2		\$229	\$229	\$76		\$153
	N.Pt. 5	1	D. Wall	(2-086)	20.2		\$207	\$207	\$69		\$138
	N.Pt. 6	1	D. Wall	(2-086)	20.2		\$207	\$207	\$69		\$138
	N.Pt. 7	1	M. Simpson	(2-087)	16.6		\$217	\$217	\$72		\$145
*	N.Pt. 7	1	S. Anderson	(2-087-01)	3.6		\$46	\$46			\$46
	N.Pt. 8	1	M. Simpson	(2-087)	12.1		\$152	\$152	\$51		\$101
*	N.Pt. 8	1	S. Anderson	(2-087-01)	2.4		\$33	\$33			\$33
	N.Pt. 9	1	K. Simpson	(2-088)	8.1		\$109	\$109	\$36		\$73
	N.Pt. 10	1	K. Simpson	(2-088)	2.0		\$23	\$23	\$8		\$15
	35	2	D. Ross	(2-123)	12.1		\$163	\$163	\$54		\$109
	Pt. 36	2	M. Simpson	(2-124)	9.9		\$132	\$132	\$44		\$88
*	Pt. 36	2	J. Albrecht	(2-124-10)	1.5		\$20	\$20			\$20
	37	2	D. Ross	(2-125)	11.3		\$130	\$130	\$43		\$87
*	38	2	Whitechurch Farms Ltd.	(2-126)	13.0		\$169	\$169			\$169
*	Pt. 39	2	Whitechurch Farms Ltd.	(2-127)	6.5		\$87	\$87			\$87
	Pt. 39	2	R. Christy	(2-128)	0.8		\$7	\$7	\$2		\$5
	40	2	R. Christy	(2-128)	20.2		\$211	\$211	\$70		\$141



				TOTAL A	SSESSMENT					
Lot or Part	Con. or Plan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
	Huron-K	inloss (Whitechurch Ward)								
* 32	293	M. Joseph	(2-006)	0.07		\$5	\$5			\$5
* 31	293	M. Joseph	(2-007)	0.07		\$5	\$5			\$5
* Pt. 9	293	Township of Huron-Kinloss	(2-008)	1.12		\$22	\$22			\$22
* 30	293	T. Falconer	(2-009)	0.07		\$5	\$5			\$5
* 29	293	C. Dale	(2-010)	0.07		\$5	\$5			\$5
* 28	293	D. Ross	(2-011)	0.04		\$5	\$5			\$5
* 26 & 27	293	D. Preiss	(2-013)	0.07		\$5	\$5			\$5
* 25	293	M. Lyons	(2-014)	0.04		\$5	\$5			\$5
* Pt. 10	1	M. Thomson	(2-015)	0.05		\$5	\$5			\$5
* Pt. 10	1	J. Hogg	(2-016)	0.05		\$5	\$5			\$5
* Pt. 10	1	L. Smits	(2-017)	0.08		\$5	\$5			\$5
* Pt. 10	1	M. Carriere	(2-018)	2.26		\$32	\$32			\$32
* 4	153	D. Metcalfe	(2-023)	0.04		\$5	\$5			\$5
* 5	153	J. Franken	(2-024)	0.08		\$5	\$5			\$5
* 6	153	J. Dickie	(2-025)	0.08		\$5	\$5			\$5
* 7	153	I. Walker	(2-026)	0.06		\$5	\$5			\$5
* 8	153	C. Humphrey	(2-027)	0.08		\$5	\$5			\$5
* Pt. 10	1	A. Pennington	(2-028)	0.57		\$9	\$9			\$9
* 11	225	R. Ward	(2-031)	0.10		\$5	\$5			\$5
* 12	225	A. Furness	(2-032)	0.10		\$5	\$5			\$5
* 13	225	L. Graumans	(2-033)	0.10		\$5	\$5			\$5
* 14	225	K. Moore	(2-034)	0.10		\$5	\$5			\$5
* 15	225	H. Turner	(2-035)	0.10		\$5	\$5			\$5



				TOTAL A	SSESSMENT					
Lot or Part	Con. or Plan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	
* 16, 17, 18	225	J. Hughes	(2-036)	0.30		\$5	\$5			\$5
* Pt. 10	1	W. Simpson	(2-036-10)	0.13		\$5	\$5			\$5
* Pt. 10	1	J. Lettau	(2-039)	0.21		\$5	\$5			\$5
* Pt. 10	1	M. Simpson	(2-039-01)	0.16		\$5	\$5			\$5
* Pt. 10	1	R. Harris	(2-039-02)	0.16		\$5	\$5			\$5
* 18	226	S. Sutherland	(2-045)	0.23		\$5	\$5			\$5
* Pt. 11	1	G. Potter	(2-045-20)	0.73		\$10	\$10			\$10
* Pt. 11	1	J. Sheperd	(2-046)	0.21		\$5	\$5			\$5
* 17	226	D. Thompson	(2-047)	0.08		\$5	\$5			\$5
* Pt. 16	226	M. Shaik	(2-048)	0.08		\$5	\$5			\$5
* 15, 16	226	J. Franken	(2-049)	0.08		\$5	\$5			\$5
* 14, 15	226	G. Hoggarth	(2-050)	0.10		\$5	\$5			\$5
* 13	226	A. Gregory	(2-051)	0.08		\$5	\$5			\$5
* 12	226	A. Gregory	(2-051)	0.08		\$5	\$5			\$5
* 11	226	K. Hildenbrandt	(2-054)	0.08		\$5	\$5			\$5
* 10	226	T. Wright	(2-053)	0.08		\$5	\$5			\$5
* 9	226	M. Taylor	(2-055)	0.08		\$5	\$5			\$5
* 8	226	J. Little	(2-056)	0.08		\$5	\$5			\$5
* 7	226	B. Benninger	(2-057)	0.08		\$5	\$5			\$5
* 6	226	J. Coulter	(2-058)	0.08		\$5	\$5			\$5
* 5	226	P. Brink	(2-059)	0.08		\$5	\$5			\$5
* 4	226	J. Gibson	(2-060)	0.08		\$5	\$5			\$5
* 3	226	Township of Huron-Kinloss	(2-061)	0.06		\$5	\$5			\$5
Total Assessmo	ents on	Lands (Township of Huron-Kir	ıloss)			\$5,294	\$5,294	\$1,497		\$3,797



				TOTAL A	SSESSMENT					
d	on. or lan	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Whitechurch Stree	et	Township of Huron-Kinloss		2.3		\$126	\$126			\$126
S Kinloss Ave		Township of Huron-Kinloss		4.2		\$169	\$169			\$169
<b>Boundary Culross</b>		Township of Huron-Kinloss		0.4		\$5	\$5			\$5
Turnberry Kinloss F	Rd.	Township of Huron-Kinloss		2.5		\$33	\$33			\$33
Amberley Road		County of Bruce		2.6		\$139	\$139			\$139
Total Assessment of	on Ro	oads (Township of Huron-Kinlo	ss)			\$472	\$472			\$472
Total Assessment	Total Assessment on Lands and Roads,									
Township of Huror	n-Kir	nloss				\$5,766	\$5,766	\$1,497		\$4,269
Total Assessment on Lands and Roads Thompson Lamont Deyell Municipal Drain 2020					\$17,900	\$21,900	\$39,800	\$11,499	\$500	\$27,801

## 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.



	Lot or Part	Con	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
			is-Turnberry (Turnberry Ward)	Non Ito.	, incorcu	<b>303</b> 1
*	Pt. 10	В	W. Wideman	(20-086-35)	1.6	0.05%
	Pt. 11	В	C. Burke	(15-018)	2.4	0.07%
*	Pt. 11	В	D. & K. Kleist	(15-019)	0.1	0.01%
	Pt. 12	В	C. Burke	(15-018)	5.3	0.16%
	Pt. 13	В	K. & L. Winger	(15-020)	5.3	0.11%
	Pt. 14	В	K. & L. Winger	(15-020)	6.5	0.12%
	Pt. 15	В	P. & D. Kraayenbrink	(15-021)	7.7	0.22%
	Pt. 16	В	P. & D. Kraayenbrink	(15-021)	7.7	0.14%
	Pt. 17	В	P. & D. Kraayenbrink	(15-021)	5.7	0.10%
	Pt. 15	В	P. McNally	(15-022)	0.8	0.02%
	Pt. 16	В	P. McNally	(15-022)	1.6	0.05%
	Pt. 17	В	P. McNally	(15-022)	2.4	0.07%
	18	В	B. & M. Gibbons	(15-006)	14.2	0.29%
	19	В	E. Czerniawski	(15-007)	28.5	50.91%
	20	В	E. Czerniawski	(15-007)	36.5	1.01%
	21	В	Great Lakes Poultry Farms	(15-009)	40.3	1.02%
	22	В	Great Lakes Poultry Farms	(15-009)	40.3	1.11%
	23	В	Great Lakes Poultry Farms	(15-010)	40.3	1.16%
	24	В	A. & G. Laidlaw	(15-011)	40.3	0.91%
	25	В	N. & C. Edgar	(15-012)	40.3	1.02%
	26	В	W. & S. Pewtress	(15-013)	40.3	1.06%
	27	В	W. & S. Pewtress	(15-013)	40.3	1.00%
	28	В	J. & B. Benninger	(15-014)	40.4	1.02%
	Pt. 29	В	J. & B. Benninger	(15-014)	2.0	0.05%
	S.Pt. 29	В	D. & P. Moore	(15-015)	19.1	0.41%
	N.Pt. 29	В	D. Bannerman	(15-016)	19.2	0.36%
	S.Pt. 30	В	D. & P. Moore	(15-015)	20.1	0.42%
	N.Pt. 30	В	D. Wesley & M. Ducan	(15-017)	20.2	0.37%
	23	10	M. McKague	(10-030)	4.0	0.12%
	24	10	R. & G. Johnston	(10-031)	32.4	0.86%
	25	10	R. & G. Johnston	(10-031)	40.5	1.00%



					Approx. Hectares	Portion of Maintenance
	Lot or Part	Con.	Landowner	Roll No.	Affected	Cost
Т	N.Pt. 26	10	J. King	(10-032)	20.2	0.55%
	S.Pt. 26	10	M. Foxton	(10-032-05)	20.2	0.56%
	Pt. 27	10	M. Skinn	(10-033-30)	10.1	0.21%
	Pt. 27	10	R. Bushell	(10-033-40)	15.8	0.29%
	Pt. 27	10	R. & S. Haanstra	(10-034)	19.8	0.59%
	Pt. 28	10	R. & S. Haanstra	(10-034)	14.9	0.40%
	W.Pt. 28	10	B. Lees & D. Galbraith	(10-035)	20.2	0.53%
	Pt. 28	10	B. & R. Bushell	(10-036)	8.2	0.24%
	29	10	M. & N. Brouillette	(10-037)	28.3	0.75%
	30	10	M. & N. Brouillette	(10-037)	14.6	0.32%
	23	11	M. & S. McKague	(11-025)	14.2	0.44%
*	Pt. 24	11	J. Good	(11-025-15)	0.4	0.02%
	24	11	KTM Family Farm Ltd.	(11-026)	32.0	0.97%
	25	11	W. & M. Fenton	(11-027)	38.4	0.83%
*	Pt. 25	11	G. Watson	(11-028)	0.2	0.01%
*	Pt. 26	11	J. Matthews	(11-029)	1.3	0.02%
*	Pt. 26	11	M. Flowers	(11-030)	25.9	0.48%
*	Pt. 26	11	T. Huffman	(11-031)	7.3	0.13%
*	Pt. 27	11	T. Huffman	(11-031)	17.0	0.31%
	Pt. 27	11	R. & S. Haanstra	(11-032)	23.5	0.70%
	28	11	R. & S. Haanstra	(11-032)	40.5	1.09%
	29	11	M. Hehn	(11-033)	28.3	0.64%
*	W.Pt. 30	11	R. & K. Glasgow	(11-034)	20.2	0.41%
	E.Pt. 30	11	K. & L. Lewis	(11-035)	11.3	0.32%
	25	12	G. & C. Gerber	(12-034)	1.2	0.03%
*	26	12	D. & S. Field	(12-035)	0.4	0.01%
	27	12	D. & D. Morrison	(12-036)	3.6	0.10%
	28	12	D. & B. Morrison	(12-037)	3.6	0.09%
	W.Pt. 30	12	D. Becker & T. Farrell-Becker	(12-039)	1.2	0.02%
*	S.Pt. 31	12	E. Kitchen	(12-040)	19.8	0.37%
*	Pt. 31	12	R. & K. Glasgow	(12-041)	10.9	0.20%
*	32	12	M.V.C.A.	(12-042)	6.1	0.11%



	Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
*	33	12	M.V.C.A.	(12-042)	51.4	0.95%
*	34	12	M.V.C.A.	(12-042)	36.4	0.67%
*	35	12	E. Moore & M. Duncan	(12-043)	19.0	0.35%
	Total Assessment on Lands (Municipality of Morris-Turnberry, Turnberry Ward)				78.9%	
	West Street		Municipality of Morris-Turnberry		0.2	0.02%
	Gibbons Line		Municipality of Morris-Turnberry		0.8	0.10%
	Sideroad 20-21		Municipality of Morris-Turnberry		4.0	0.12%
	Holmes Line		Municipality of Morris-Turnberry		4.2	0.52%
	Sideroad 30-31		Municipality of Morris-Turnberry		2.3	0.09%
	Glenannon Roa	ıd	Municipality of Morris-Turnberry		6.1	0.56%
	North Street W	,	Municipality of Morris-Turnberry		8.7	0.46%
	Turnberry Kinlo	ss Rd.	Municipality of Morris-Turnberry		2.5	0.10%
	Turnberry Culro	oss W.	Municipality of Morris-Turnberry		1.0	0.09%
	Amberley Road		County of Huron		3.6	0.45%
	Total Assessme (Municipality o		Roads is-Turnberry, Turnberry Ward)			2.51%

Total Assessment on Lands and Roads,	
Municipality of Morris-Turnberry (Turnberry Ward)	81.41%

	Township of North Huron (East Wawanosh Ward)							
	Pt. 30	14	Ross Family Farms Ltd.	(14-009)	3.9	0.08%		
*	Pt.30	14	M. McCormick	(14-010)	0.4	0.02%		
*	Pt. 30	14	K. & C. Galbraith	(14-011)	19.9	0.37%		
*	Pt.30	14	J. Bank	(14-013)	0.2	0.01%		
*	Pt.30	14	J. Franken	(14-014)	0.2	0.01%		
	N.Pt. 31	14	J. & E. Green	(14-015)	38.4	0.88%		
	S.Pt. 31	14	Ontario Peninsula Farms	(14-016)	10.1	0.22%		
*	Pt. 32	14	R. Foxton	(14-018)	6.9	0.16%		
*	Pt. 32	14	C. & A. Dejong	(14-019)	6.9	0.16%		



					Approx. Hectares	Portion of Maintenance
	Lot or Part	Con.	Landowner	Roll No.	Affected	Cost
	Pt. 32	14	D. & S. Davidson	(14-020)	13.0	0.31%
	N.Pt. 33	14	N. & C. Edgar	(14-022)	18.2	0.56%
	S.Pt. 34	14	A. Edgar	(14-023)	1.2	0.04%
*	Pt. 34	14	M. & D. Ryan	(14-024)	0.4	0.02%
	N.Pt. 34	14	T. Schlegel	(14-027)	29.1	0.83%
	35	14	T. Schlegel	(14-027)	3.6	0.11%
	Total Assessme (Township of N		Lands uron, East Wawanosh Ward)			3.78%
	Beecroft Line		Township of North Huron		1.7	0.16%
	Norman Line		Township of North Huron		1.2	0.11%
	Amberley Road	d	County of Huron		5.3	0.66%
	Total Assessment on Roads (Township of North Huron, East Wawanosh Ward)					0.93%
	Total Assessm	ent on	Lands and Roads,			
	Township of N	orth H	uron (East Wawanosh Ward)			4.71%
	Municipality o	of Sout	h Bruce (Culross Ward)			
*	Pt. 33	1	County of Bruce	(1-039)	16.2	0.30%
*	34	1	County of Bruce	(1-039)	20.2	0.37%
*	35	1	County of Bruce	(1-039)	7.3	0.13%
	Pt.33	1	J. Walton	(1-079)	2.0	0.06%
	Total Assessme (Municipality o		Lands า Bruce, Culross Ward)			0.86%
	Boundary Kinlo	oss	Municipality of South Bruce		0.4	0.01%
	•		Municipality of South Bruce		1.0	0.09%
	Total Assessme	ent on	. ,		1.0	0.10%



Lot or Part Con. Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost			
Total Assessment on Lands and Roads,						
Municipality of South Bruce (Culross Ward)			0.96%			

	Township of Hur	on-k	<u> (Kinloss Ward)</u>			
*	S.Pt. 1	1	J. Younglao	(2-001)	3.7	0.11%
	S.Pt. 1	1	G. McIntosh	(2-001-10)	16.4	0.35%
*	S.Pt. 2	1	J. Younglao	(2-001)	3.7	0.11%
	S.Pt. 2	1	G. McIntosh	(2-001-10)	16.4	0.45%
*	S.Pt. 3	1	J. Deboer	(2-002)	3.2	0.08%
	S.Pt. 3	1	Open Valley Farms	(2-004)	16.9	0.41%
	S.Pt. 4	1	J. Deboer	(2-002-05)	3.6	0.10%
	S.Pt. 4	1	Open Valley Farms	(2-004)	16.5	0.42%
	S.Pt. 5	1	Open Valley Farms	(2-004)	20.1	0.57%
	S.Pt. 6	1	Open Valley Farms	(2-004)	20.1	0.58%
	S.Pt. 7	1	M. Simpson	(2-005)	20.1	0.58%
	S.Pt. 8	1	M. Simpson	(2-005)	18.9	0.43%
	S.Pt. 9	1	K. Simpson	(2-040)	15.9	0.40%
	S.Pt. 10	1	K. Simpson	(2-040)	11.3	0.31%
*	S.Pt. 11	1	J. Kikkert	(2-041)	2.0	0.06%
	S.Pt. 11	1	E. Miller	(2-065)	4.5	0.13%
	S.Pt. 12	1	E. Miller	(2-065)	1.6	0.04%
	N.Pt. 1	1	M. Duncan	(2-084)	20.2	0.51%
	N.Pt. 2	1	M. Duncan	(2-084)	20.2	0.40%
	N.Pt. 3	1	C. Whytock	(2-085)	20.2	0.53%
	N.Pt. 4	1	C. Whytock	(2-085)	20.2	0.53%
	N.Pt. 5	1	D. Wall	(2-086)	20.2	0.48%
	N.Pt. 6	1	D. Wall	(2-086)	20.2	0.48%
	N.Pt. 7	1	M. Simpson	(2-087)	16.6	0.50%
*	N.Pt. 7	1	S. Anderson	(2-087-01)	3.6	0.10%
	N.Pt. 8	1	M. Simpson	(2-087)	12.1	0.35%
*	N.Pt. 8	1	S. Anderson	(2-087-01)	2.4	0.07%
	N.Pt. 9	1	K. Simpson	(2-088)	8.1	0.25%



	Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
	N.Pt. 10	1	K. Simpson	(2-088)	2.0	0.05%
	35	2	D. Ross	(2-123)	12.1	0.37%
	Pt. 36	2	M. Simpson	(2-124)	9.9	0.30%
*	Pt. 36	2	J. Albrecht	(2-124-10)	1.5	0.04%
	37	2	D. Ross	(2-125)	11.3	0.30%
*	38	2	Whitechurch Farms Ltd.	(2-126)	13.0	0.39%
*	Pt. 39	2	Whitechurch Farms Ltd.	(2-127)	6.5	0.20%
	Pt. 39	2	R. Christy	(2-128)	0.8	0.02%
	40	2	R. Christy	(2-128)	20.2	0.48%
	Township of H	uron-K	inloss (Whitechurch Ward)			
*	32	293	M. Joseph	(2-006)	0.07	0.003%
*	31	293	M. Joseph	(2-007)	0.07	0.003%
*	Pt. 9	293	Township of Huron-Kinloss	(2-008)	1.12	0.052%
*	30	293	T. Falconer	(2-009)	0.07	0.003%
*	29	293	C. Dale	(2-010)	0.07	0.003%
*	28	293	D. Ross	(2-011)	0.04	0.002%
*	26 & 27	293	D. Preiss	(2-013)	0.07	0.003%
*	25	293	M. Lyons	(2-014)	0.04	0.002%
*	Pt. 10	1	M. Thomson	(2-015)	0.05	0.002%
*	Pt. 10	1	J. Hogg	(2-016)	0.05	0.002%
*	Pt. 10	1	L. Smits	(2-017)	0.08	0.004%
*	Pt. 10	1	M. Carriere	(2-018)	2.26	0.072%
*	4	153	D. Metcalfe	(2-023)	0.04	0.002%
*	5	153	J. Franken	(2-024)	0.08	0.004%
*	6	153	J. Dickie	(2-025)	0.08	0.004%
*	7	153	I. Walker	(2-026)	0.06	0.003%
*	8	153	C. Humphrey	(2-027)	0.08	0.004%
*	Pt. 10	1	A. Pennington	(2-028)	0.57	0.020%
*	11	225	R. Ward	(2-031)	0.10	0.005%
*	12	225	A. Furness	(2-032)	0.10	0.005%
*	13	225	L. Graumans	(2-033)	0.10	0.005%



	Lat av Davit	Con	l am doumou	Roll No.	Approx. Hectares Affected	Portion of Maintenance
44	Lot or Part	Con.				Cost
*	14	225	K. Moore	(2-034)	0.10	0.005%
*	15	225	H. Turner	(2-035)	0.10	0.005%
*	16, 17, 18	225	J. Hughes	(2-036)	0.30	0.012%
*	Pt. 10	1	W. Simpson	(2-036-10)	0.13	0.004%
*	Pt. 10	1	J. Lettau	(2-039)	0.21	0.010%
*	Pt. 10	1	M. Simpson	(2-039-01)	0.16	0.005%
*	Pt. 10	1	R. Harris	(2-039-02)	0.16	0.007%
*	18	226	S. Sutherland	(2-045)	0.23	0.009%
*	Pt. 11	1	G. Potter	(2-045-20)	0.73	0.020%
*	Pt. 11	1	J. Sheperd	(2-046)	0.21	0.010%
*	17	226	D. Thompson	(2-047)	0.08	0.004%
*	Pt. 16	226	M. Shaik	(2-048)	0.08	0.004%
*	15, 16	226	J. Franken	(2-049)	0.08	0.004%
*	14, 15	226	G. Hoggarth	(2-050)	0.10	0.005%
*	13	226	A. Gregory	(2-051)	0.08	0.004%
*	12	226	A. Gregory	(2-051)	0.08	0.004%
*	11	226	K. Hildenbrandt	(2-054)	0.08	0.004%
*	10	226	T. Wright	(2-053)	0.08	0.004%
*	9	226	M. Taylor	(2-055)	0.08	0.004%
*	8	226	J. Little	(2-056)	0.08	0.004%
*	7	226	B. Benninger	(2-057)	0.08	0.004%
*	6	226	J. Coulter	(2-058)	0.08	0.004%
*	5	226	P. Brink	(2-059)	0.08	0.004%
*	4	226	J. Gibson	(2-060)	0.08	0.004%
*	3	226	Township of Huron-Kinloss	(2-061)	0.06	0.003%
	Total Assessme	ents on	Lands (Township of Huron-Kinloss)			11.83%



Lot or Part Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
Whitechurch Street	Township of Huron-Kinloss		2.3	0.29%
S Kinloss Ave	Township of Huron-Kinloss		4.2	0.39%
<b>Boundary Culross</b>	Township of Huron-Kinloss		0.4	0.01%
Turnberry Kinloss Rd.	Township of Huron-Kinloss		2.5	0.08%
Amberley Road	County of Bruce		2.6	0.32%
Total Assessment on	Roads (Township of Huron-Kinloss)			1.09%

Total Assessment on Lands and Roads,	
Township of Huron-Kinloss	12.92%

Total Assessment on Lands and Roads	
Thompson Lamont Deyell Municipal Drain 2020	100.00%

#### NOTES:

1. \* Denotes lands not eligible for ADIP grants.

# **APPENDIX 1**

MAITLAND VALLEY CONSERVATION AUTHORITY – PERMIT TO ALTER A WATERCOURSE



No. ALT21/2020 Wroxeter, Ontario, July 14, 2020 Page 1 of 2

PERMIT TO: DEVELOP IN A REGULATED AREA
X ALTER A WATERCOURSE

In accordance with Ontario Regulation 164/06 and amendments there to, permission has been granted to:

**Municipality of Morris-Turnberry** 

Address: 41342 Morris Rd., Brussels, Ontario N0G 1H0

Location of works: Lot 19, Concession B, Turnberry Ward, Municipality of Morris-Turnberry,

County of Huron; Thompson-Lamont-Devell Municipal Drain

Existing land use: Agriculture

For the following works: Upgrades to the Thompson-Lamont-Deyell Municipal Drain from July 14,

2020 to July 14, 2022, subject to the following conditions:

#### **SPECIFIC CONDITIONS:**

1. All work must be carried out in conformance with the application, dated July 10th<sup>th</sup>, 2020 signed by Chris Dietrich, and in accordance with the following:

- a. Details for Thompson-Lamont-Deyell Municipal Drain 2020; under the stamp of W. J. Dietrich, April 30, 2020, including:
  - i. Drawing No. 1: Watershed Plan
  - ii. Drawing No. 2: Profile
- MVCA requires site to be secured in a manner to ensure water events above base flow will pass unobstructed through site in a manner that prevents flooding upstream or erosion and sediment release downstream.
- 3. Works shall have regard for weather conditions and for potential rapid changes in those conditions.
- Stock piles of overburden material shall not be kept beside or within the floodplain of the
  watercourse. MVCA prefers material to be removed from site as soon as possible unless needed to
  backfill.
- 5. Placed rip rap or field stone shall be sufficient to prevent erosion.
- 6. Equipment and materials should not be stored in the floodplain of the watercourse.

#### **GENERAL CONDITIONS:**

The applicant, by acceptance of and in consideration of the issuance of this Permit, agrees to the following conditions:

- This Permit does not preclude compliance from any other legislation, federal or provincial, or necessary
  approvals from the local municipality.
- Authorized representatives of the Maitland Valley Conservation Authority (MVCA) may, at any time, enter onto the lands which are described herein in order to make any surveys, examinations, investigations, or inspections which are required for the purposes of ensuring the work(s) authorized by this Permit are being carried out according to the terms of the Permit.
- 3. The applicant agrees:
  - a) To indemnify and save harmless on a solicitor and client basis, the Maitland Valley Conservation Authority and its officers, employees, or agents, from any act or omission of the owner and/or applicant or any of his agents, employees or contractors relating to any of the particulars, terms of conditions of the Permit.
  - b) That this Permit shall not release the applicant from any legal liability or obligation and remains in force subject to all limitations, requirements and liabilities imposed by law;
  - c) That all complaints arising from the execution of the works authorized under this Permit shall be reported prior to the expiration of this Permit by the applicant to the Maitland Valley Conservation Authority.
  - d) That the Permit issued herein is based upon the plan(s) submitted to the Authority and the accuracy of the matters contained in the Application to the Authority.
- 4. This Permit is not assignable.

Date: July 16, 2020

Date: July 14, 2020

5. The applicant agrees that should the works be carried out contrary to the terms of this Permit, the Maitland Valley Conservation Authority may enter onto the property and cause the terms to be satisfied, at the expense of the applicant.

I agree to carry out or cause to be carried out the work(s) indicated above in compliance with the conditions set out herein and in accordance with the information contained in the application and any accompanying sketches. I realize should I carry out the work(s) contrary to the terms of this Permit, this Permit may be revoked. I also realize this Permit is valid only for the time period noted, and I agree to c-apply to the Authority prior to the expiration of this period should an extension by tenuired.

Original Signed by (Applicants signature)

Signature of Authority Official

Stephen Jackson, P. Eng.

Flood and Erosion Safety Services Coordinator

MAITLAND VALLEY CONSERVATION AUTHORITY

# SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

**DIVISION A – General Conditions** 

DIVISION B – Specification for Open Drains

DIVISION H – Special Provisions



#### **DIVISION A - GENERAL CONDITIONS**

# **TABLE OF CONTENTS**

A.1.	Scope	1
A.2.	Tenders	1
A.3.	Examinations of Site, Drawings, and Specifications	1
A.4.	Payment	2
A.5.	Contractor's Liability Insurance	2
A.6.	Losses Due to Acts of Nature, Etc.	2
A.7.	Commencement and Completion of Work	2
A.8.	Working Area and Access	3
A.9.	Sub-Contractors	3
A.10.	Permits, Notices, Laws and Rules	3
A.11.	Railways, Highways, and Utilities	3
A.12.	Errors and Unusual Conditions	3
A.13.	Alterations and Additions	3
A.14.	Supervision	4
A.15.	Field Meetings	4
A.16.	Periodic and Final Inspections	4
A.17.	Acceptance By the Municipality	4
A.18.	Warranty	4
A.19.	Termination of Contract By The Municipality	4
A.20.	Tests	5
A.21.	Pollution	5
A.22.	Species and Risk	5
A.23.	Road Crossings	5
A.24.	Laneways	6
A.25.	Fences	7
A.26.	Livestock	7
A.27.	Standing Crops	
A.28.	Surplus Gravel	7
A.29.	Iron Bars	7
A.30.	Rip-Rap	7
A.31.	Clearing, Grubbing and Brushing	7
A.32.	Restoration of Lawns	8



#### **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

**END OF DIVISION** 



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

#### **TABLE OF CONTENTS**

B.1.	Alignment	1
B.2.	Profile	1
B.3.	Excavation	1
B.4.	Excavated Material	1
B.5.	Excavation at Existing Bridge and Culvert Sites	2
B.6.	Pipe Culverts	2
B.7.	Rip-Rap Protection For Culverts	2
B.8.	Clearing, Grubbing and Mulching	2
B.9.	Tributary Tile Outlets	3
B.10.	Seeding	3
B.11.	Hydro Seeding	3
	Hand Seeding	
	Completion	



#### **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.

#### **END OF DIVISION**



# **DIVISION H - SPECIAL PROVISIONS**

# **TABLE OF CONTENTS**

H.1	General	1
H.2	Utilities	1
	Working Area And Access	
	Crossing Construction	
	Culvert Length	



#### **DIVISION H - SPECIAL PROVISIONS**

Thompson Lamont Deyell Municipal Drain 2020 Municipality of Morris-Turnberry

Reference No. 1756

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 notify the Landowners, the Drainage Superintendent and the Engineer forty-eight (48) hours prior to construction and arrange a pre-construction meeting.

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

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

#### 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

The working area for the crossing shall be a width of ten (10) metres from each side of the drain for a distance of ten (10) metres from each end of the crossing. The Contractor shall use the existing laneway to access the working area.

#### H.4 Crossing Construction

#### H.4.1 Dewatering and Working in the Dry

Construction of the crossing shall occur during low flow conditions, and the Contractor shall implement a flow diversion scheme to keep the working area free of any excess water.

If the Contractor expects poor weather before completing construction, the Contractor shall make sure to prepare the construction site so to minimize the amount of sediment transport during the rainfall event.

#### H.4.2 Removals

The Contractor shall remove the existing crossing, and any other debris currently situated on the streambed in the location of the proposed crossing including offsite disposal.

All excess excavated material from the construction of the crossing shall be hauled off site.



#### **H.4.3 Crossing Construction**

The crossing shall be constructed in accordance with the attached crossing detail.

The Contractor shall supply all necessary materials and equipment to construct the crossing approaches.

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.4.4 Restoration**

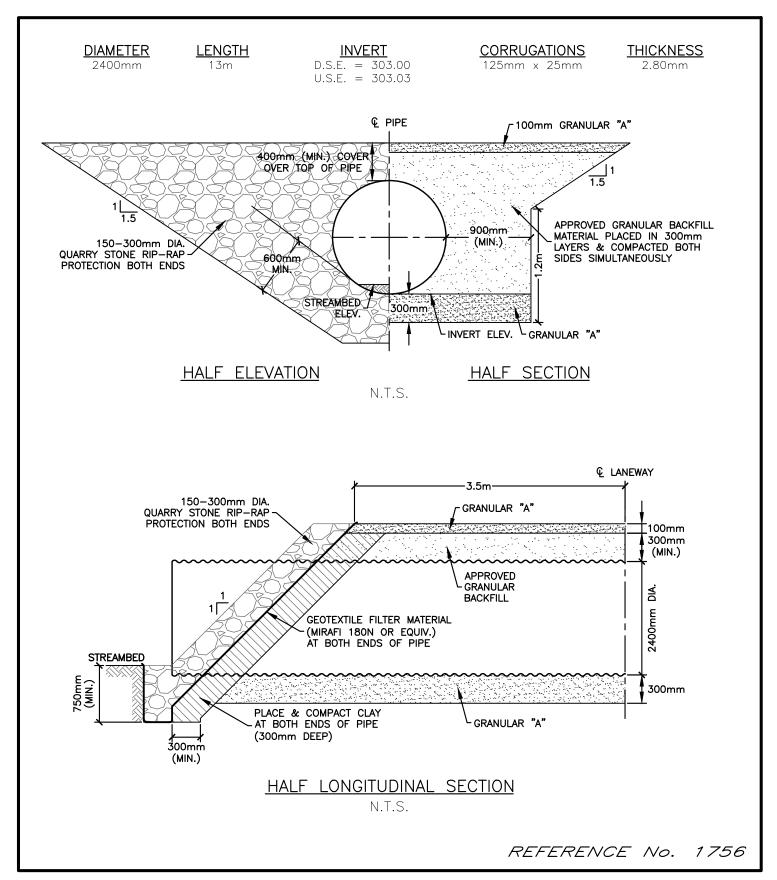
The Contractor shall supply and spread an approved grass seed and fertilizer mixture over all disturbed side slopes where rip-rap will not be placed.

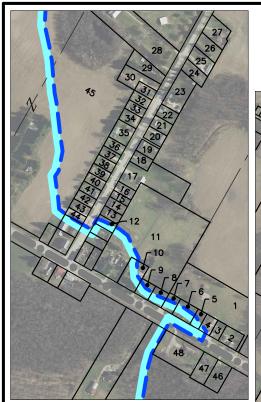
#### H.5 Culvert Length

The Contractor shall supply the culvert in 1 - 13 metre length with no couplers.

**END OF DIVISION** 

# THOMPSON LAMONT DEYELL MUNICIPAL DRAIN E. CZERNIAWSKI PROPERTY (15-007) LOT 19, CONCESSION B MUNICIPALITY OF MORRIS-TURNBERRY (TURNBERRY WARD) LANEWAY CULVERT DETAIL

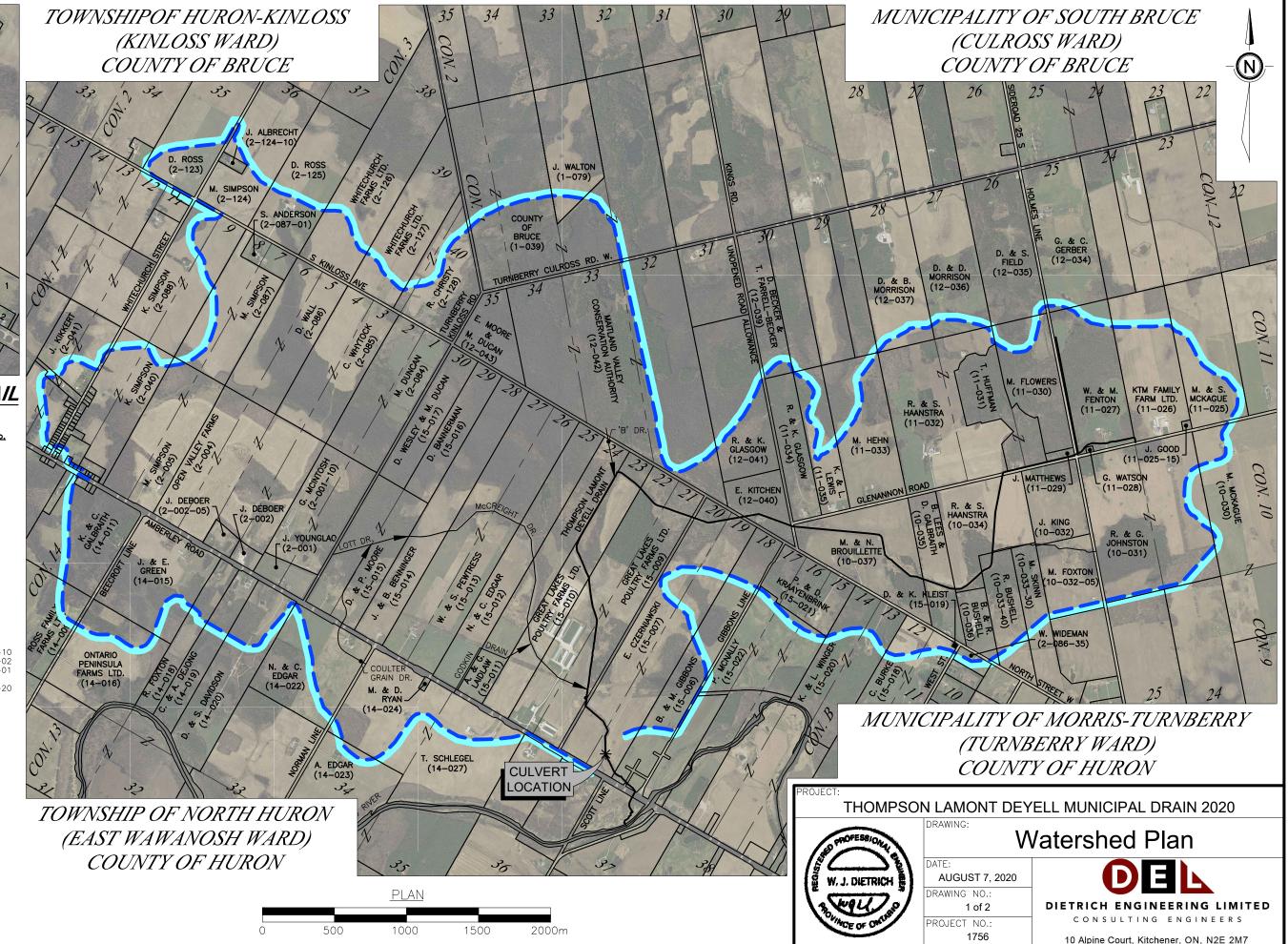


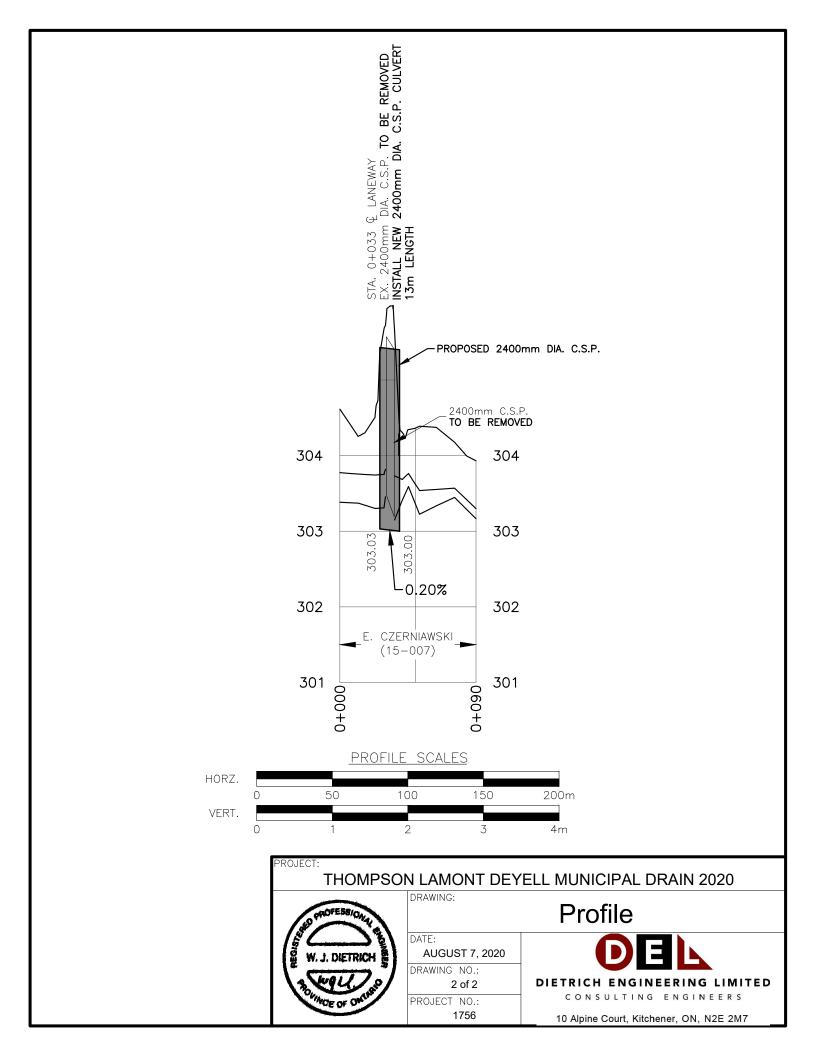


# WHITECHURCH DETAIL

N.T.S

14.1.0.	
NAME	ROLL No.
TOWNSHIP OF HURON-KINLOSS M. JOSEPH T. FALCONER C. DALE D. ROSS D. PREISS M. LYONS M. THOMSON J. HOGG L. SMITS M. CARRIERE D. METCALFE J. FRANKEN J. DICKIE I. WALKER C. HUMPHREY A. PENNINGTON R. WARD A. FURNESS L. GRAUMANS K. MOORE H. TURNES J. HUGHES W. SIMPSON J. LETTAU G. POTTER S. SUTHERLAND J. SHEPERD D. THOMPSON M. SHAIK J. FRANKEN J. FRANKEN G. HOGGARTH A. GREGORY K. HILDENBRANDT T. WRIGHT T. WRIGHT M. TAYLOR J. LITTLE B. BENNINGER J. COULTER J. GIBSON J. LITTLE B. BENNINGER J. COULTER J. GIBSON J. FRANKEN J. FRANKEN J. GIBSON TOWNSHIP OF HURON-KINLOSS E. MILLER J. FRANKEN J. BANK M. MCCORMICK	2-008 2-009 2-010 2-011 2-013 2-014 2-015 2-016 2-017 2-018 2-024 2-025 2-026 2-027 2-028 2-033 2-034 2-035 2-036 2-039 2-045 2-046 2-047 2-048 2-049 2-050 2-049 2-050 2-051 2-054 2-055 2-056 2-057 2-058 2-059 2-060 2-061 2-065 14-014 14-013
	NAME TOWNSHIP OF HURON-KINLOSS M. JOSEPH T. FALCONER C. DALE D. ROSS D. PREISS M. LYONS M. THOMSON J. HOGG L. SMITS M. CARRIERE D. METCALFE J. FRANKEN J. DICKIE I. WALKER C. HUMPHREY A. PENNINGTON R. WARD A. FURNESS L. GRAUMANS K. MOORE H. TURNER J. HUGHES W. SIMPSON R. HARRIS M. SIMPSON R. HARRIS M. SIMPSON J. LETTAU G. POTTER S. SUTHERLAND J. SHEPERD D. THOMPSON M. SHAIK J. FRANKEN G. HOGGARTH A. GREGORY K. HILDENBRANDT T. WRIGHT M. TAYLOR J. LITTLE B. BENNINGER J. COULTER P. BRINK J. GRESON TOWNSHIP OF HURON-KINLOSS E. MILLER J. FRANKEN J. FRANKEN J. GIBSON TOWNSHIP OF HURON-KINLOSS E. MILLER J. FRANKEN J. FRANKEN J. GIBSON TOWNSHIP OF HURON-KINLOSS E. MILLER J. FRANKEN J. FRANKEN J. FRANKEN J. FRANKEN J. GIBSON TOWNSHIP OF HURON-KINLOSS E. MILLER J. FRANKEN J. FRANKEN J. BANK







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

#### BY-LAW NO. 48-2020

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 Thompson Lamont Deyell Municipal Drain;

**AND WHEREAS** the report dated August 2020 has been authored by Dietrich Engineering Limited, 10 Alpine Court, Kitchener ON, N2E2M7 and the attached report forms part of this by-law.

**AND WHEREAS** the estimated total cost of constructing the drainage works is \$ 39,800.00.

**AND WHEREAS** \$ 898.00 is the amount to be contributed by the Municipality of Morris-Turnberry for the drainage works;

**AND WHEREAS** \$ 1,612.00 is being assessed in the Township of North Huron, County of Huron:

**AND WHEREAS** \$ 414.00 is being assessed in the Municipality of South Bruce, County of Bruce;

**AND WHEREAS** \$ 4,269.00 is being assessed in the Township of Huron-Kinloss, County of Bruce;

**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 and the drainage works is 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 \$39,800.00 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 in imposed.
- b. All assessments under \$10.00 shall 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 "Thompson Lamont Deyell Municipal Drain 2020 By-law."

Read a FIRST and SECOND time and PROVISIO day of November 2020	ONALLY ADOPTED this 3 <sup>r</sup>
Mayor, Jamie Heffer	Clerk, Trevor Hallam
Read a THIRD time and FINALLY PASSED this	day of
Mayor, Jamie Heffer	Clerk, Trevor Hallam

The Municipality of Morris Turnberry 41342 Morris Road, PO Box 310 Brussels, ON NOG 1H0

# Notice of Meeting to Consider the Engineer's Report

Drainage Act, R.S.O. 1990, c. D.17, s. 42

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		v	

Enter Name and Current Address of Property Owner

In accordance with section 42 of the <i>Drainag</i>	e Act, you as an owner	of land affected	d by the proposed drainage works for the
Henderson Municipal Drain			
	(Name of	drain)	
are requested to attend a council meeting to	consider the final repor	t filed with the	Municipality
of Morris-Turnberry			for this drainage works.
The meeting will take place:			
Date (yyyy/mm/dd)	Time	Location	
2020/11/03	7:30 pm	See Over	
If the share of the project cost assessed to your	property is more than \$10	00, a copy of the	report is included with this notice.
Name of Clerk (Last Name, First Name ) Hallam, Trevor			
Name of Municipality			
The Municipality of Morris-Turnberry			
Signature of Clerk		Date (yyyy/mm/d	d)
Juli 1	2	2020/10/14	

Faiking to attend meeting: If you do not attend the meeting, it will proceed in your absence. If you are affected or assessed by this proposed project, you will continue to receive notification as required by the Drainage Act.

#### Activities at the meeting to consider the report:

- Usually the engineer will present a summary of the report to council
- For drains initiated by petition:
  - Petitioners will be given an opportunity to withdraw their name from the petition
  - Other owners that benefit from the drain will be given an opportunity to add their name to the petition
- Council must decide whether or not to proceed with the project by provisionally adopting the engineer's report by by-law; they also have the option to refer the report back to the engineer for modifications.
- All property owners affected by the drain will have an opportunity to influence council's decision
- There is no right to appeal assessments or other aspects of the engineer's report at this meeting; these appeal rights will be made available later in the procedure. *Drainage Act*, R.S.O. 1990, c. D.17, s. 47 54.

**Petitioners:** After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act, R.S.O.* 1990, c. D. 17 s. 43.



#### **Engineer's Report:**

- A copy of the assessment schedule for this Municipal Drain is included with this notice.
- If you are the owner of a property that is assessed <u>over</u> \$100 a copy of the Engineer's Report is included with this notice.
- If you are the owner of any land that is assessed <u>under</u> \$100 a copy of the Engineer's Report can be made available for review at the Municipal Office by appointment, or at any time on the Municipality's website at <a href="https://morristurnberry.ca/departments/public-works/drainage">https://morristurnberry.ca/departments/public-works/drainage</a>.

#### **Meeting Details:**

The meeting to consider the Engineer's Report will be held electronically only. If you choose to participate, you may join online or by phone by using the details below.

Join online:

https://us02web.zoom.us/j/89486982919

Meeting ID: 894 8698 2919

Join by telephone:

+1 647 374 4685 Canada

+1 647 558 0588 Canada

Meeting ID: 894 8698 2919

You may also access the link for the meeting via the Municipality's website at <a href="https://morristurnberry.ca/government/agendas-minutes">https://morristurnberry.ca/government/agendas-minutes</a>

# Henderson Municipal Drain 2020 Municipality of Morris-Turnberry (Turnberry Ward)



Reference No. 1763 August 7, 2020



#### **TABLE OF CONTENTS**

1.0	Introduction
2.0	Authorization
3.0	History1
4.0	On-Site Meeting2
5.0	Information Meeting2
6.0	Findings3
7.0	Recommendations3
8.0	Environmental Considerations3
9.0	Summary of Proposed Works
10.0	Working Area and Access4
11.0	Watershed and Soils Characteristics4
12.0	Allowances4
13.0	Estimated Construction Costs5
14.0	Summary of Estimated Project Costs5
15.0	Assessment6
16.0	Abandonment of Existing Municipal Drain6
17.0	Maintenance6
18.0	Schedule A – Allowances
19.0	Schedule B – Estimated Construction Costs
20.0	Schedule C – Assessment for Construction
21.0	Schedule D – Assessment for Maintenance

#### Appendix 1

Maitland Valley Conservation Authority – Permit to Alter A Watercourse

Specification for Construction of Municipal Drainage Works

**DIVISION A – General Conditions** 

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION E – Specification for Drainage Crossings by the Boring Method

DIVISION H – Special Provisions



CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7

T: (519) 880-2708

F: (519) 880-2709

E: mail@dietricheng.com

Kitchener, Ontario

August 7, 2020

# Henderson Municipal Drain 2020 Municipality of Morris-Turnberry (Turnberry 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 "Henderson Municipal Drain 2020", serving the following Lots and Concessions in the Municipality of Morris-Turnberry, Huron County:

#### Morris Ward

Lots 11 and 12, Concession 1, Lots 15 to 19, Concession 1.

#### **Turnberry Ward**

Lots 8 to 19, Concession 1, Lots 12 to 16, Concession 2.

The attached Plan and Profiles Drawings No.'s 1 to 2 Reference No. 1763, 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 December 5, 2017 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, 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 Henderson Municipal Drain was originally constructed under the authority of a report prepared by J. Roger, P.Eng. in 1911. The drain was then improved under the authority of a report prepared by Gamsby & Mannerow Ltd., dated August 22, 1977. This report provided for the deepening of 1436 feet of open drain (Main Drain – Open), the enclosure of 1514 feet of open drain by means of a tile drain and the improvement



of 2770 feet of tile drain (Main Drain – Closed). Three tile branch drains known as 'A' Drain, 'B' Drain and 'C' Drain were also constructed.

## 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,7, 2018. The place of meeting was at the junction of Maple Road ad Amberly Road. Persons in attendance were:

Chris J. Dietrich, EIT Dietrich Engineering Limited

Mike Alcock Municipality of Morris-Turnberry

Kirk Livingston Municipality of Morris-Turnberry

Imran Khalid County of Huron

Stu Moffat Township of North Huron
Sean McGhee Township of North Huron

Landowners:

Jeff Simpson (Wescast Rep.)Dirk RylaarsdamMatt ArmstrongKate TervitRon SchefterManuela Beeler

Steven Ruttan Hedy Glauser Jim Jutzi

Ryan Jutzi Ron Goetz Jim Middegaal

Henry Bauman G. Kraemer

## 5.0 Information Meeting

An information meeting was held on September 25, 2019 at the Municipality of Morris-Turnberry Office. Persons in attendance were:

Chris J. Dietrich, EIT Dietrich Engineering Limited
Mike Alcock Municipality of Morris-Turnberry
Garret Cleghorn Municipality of Morris-Turnberry

Imran Khalid County of Huron

Stu Moffat Township of North Huron

Landowners:

Ron & Kate Tervit Ron Schefter Rob Moffat Steven Ruttan Barry Skinn Manuela Beeler

Ken Grant Hedy Glauser Jim Jutzi

Ryan Jutzi

The information provided proposed improving the Main Drain (Closed) of the Henderson Municipal Drain from the south road limit of Amberley Road (County Road 86) in Lot 17, Concession 1 Municipality of Morris-Turnberry (Morris Ward), to the open ditch in Lot 12, Concession 1, Municipality of Morris-Turnberry (Turnberry Ward). This meeting provided a review of the design of the proposed drainage system, the estimated costs of the project and proposed assessments.

<sup>\*</sup>Other people may have been in attendance but their names were not recorded on the sign in sheet.



#### 6.0 Findings

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

- 1. The existing Henderson 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 existing Henderson Municipal Drain (Main Drain Open) requires to be cleaned out to provide sufficient outlet for the new and existing tile drains.
- 3. Lands within the watershed have been drained towards other Municipal Drains and lands outside the watershed have been drained towards the Henderson Municipal Drain changing the requirements for design purposes.

#### 7.0 Recommendations

It is our recommendation that:

- 1. Main Drain (Open): Cleanout 457 metres of open ditch, and the removal of three 400mm diameter steel culverts.
- 2. Main Drain (Closed): The installation of 462 metres of twin 750mm diameter tiles, and the installation of 911 metres of 450mm to 750mm diameter tile.
- 3. The existing Main Drain (Closed) constructed under the authority of the report prepared by Gamsby & Mannerow Ltd., dated August 22, 1977, shall be abandoned. All other branch drains shall remain as Municipal Drains.
- 4. The drainage coefficient design standard used for the Main Drain (Closed) is 38mm of rainfall per 24 hours.
- 5. This new drainage system shall be known as the "Henderson Municipal Drain 2020".

#### 8.0 Environmental Considerations

The Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas indicates that the Department of Fisheries and Oceans has classified this open drain as an unrated drain. Permits for the work required on the Main Drain (Open) will be applied for through the Department of Fisheries and Oceans and the Maitland Valley Conservation Authority.

#### 9.0 Summary of Proposed Works

The proposed work consists of:

- 1. Approximately 457 metres of open ditch excavation;
- 2. The installation of approximately 1,802 metres of 450mm to 750mm diameter concrete field tile and high density polyethylene pipes;
- 3. The installation of six (6) concrete catch basins and one (1) concrete junction box; and
- 4. The installation of 33 metres of 500mm O.D. smooth wall steel casing by the Boring Method.



#### 10.0 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.

#### 10.1 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.

#### 10.2 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. Where twin tiles are to be installed on the Main Drain (Closed) the working area shall be an average width of thirty (30) metres.

#### 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 210.2 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 Parkhill, Listowel & 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 \$45,000/ha.

#### 12.1.1 Open Drain

The allowances for Right-of-Way under Section 29 of the Drainage Act, R.S.O. 1990 were calculated based on 100% of the land value for the increased average proposed top width of the constructed open ditch.

#### 12.1.2 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. The width is increased to fifteen metres for the installation of twin tiles.



#### 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;

#### **Henderson Municipal Drain 2020:**

\$36,050

#### 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:

A) Total Estimated Construction Costs – Main Drain (Open Work)								
B) Total Estimated Construction Costs – Main Drain (Closed Work)								
Total Estimated Construction Costs								
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)	\$ 36,050							
Total Estimated Construction Costs (Refer to Schedule B)	\$ 270,700							
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)	\$ 49,000							
Consultation with Environmental Agencies	\$ 1,000							
Preparation of contract documents, contract administration, supervision and inspection of construction	\$ 21,500							
Contingencies, Interest and net H.S.T.	\$ 10,150							
TOTAL ESTIMATED PROJECT COSTS – Henderson Municipal Drain 2020								

The estimated cost of the work in the Municipality of Morris-Turnberry is \$388,400.

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 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 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 County of Huron elects to do the work on their property, Sta. 1+318 to Sta. 1+373, (Amberly Road, County Road 86), 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

The existing Main Drain (Closed) of the Henderson Municipal Drain constructed under the report of Gamsby & Mannerow, dated August 22, 1977, shall be abandoned and cease to be a municipal drain after the Henderson Municipal Drain 2020 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, this drain 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.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

W. J. Dietrich, P.Eng.

**Project Engineer** 

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					
Main Drain (Op	en)										
Turnberry Ward											
Pt. 11&12	1	Great Lakes Poultry Farms	1-012		\$1,750	\$1,750					
Pt. 13&14	1	R. Moffat & J. Bondi	1-056-90	\$770	\$1,000	\$1,770					
<b>Total Allowance</b>	s, Maiı	n Drain (Open)		\$770	\$2,750	\$3,520					
Main Drain (Clo	sed)										
Turnberry Ward											
Pt. 13&14	1	M. Beeler	1-014	\$10,830	\$8,230	\$19,060					
Pt. 15&16	1	R. Jutzi	1-015	\$6,150	\$6,070	\$12,220					
Pt. 17&18	1	H. Glauser	1-016	\$450	\$400	\$850					
Total Allowances	s, Turn	berry Ward		\$17,430	\$14,700	\$32,130					
Morris Ward											
Pt. 17&18	1	M. Sluys & A. Emond	1-015		\$400	\$400					
Total Allowances	s, Morr	ris Ward			\$400	\$400					
<b>Total Allowance</b>	s, Maiı	n Drain (Closed)		\$17,430	\$15,100	\$32,530					
<b>Total Allowance</b>	S										
Henderson Municipal Drain 2020 \$18,200 \$17,850 \$36,050											



#### **Schedule B - Estimated Construction Costs**

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

Do		Estimated	\$/Unit	Total
	scription Main Drain (Open)	Quantity	Ş/UIIII	Ioidi
1	Clearing and grubbing	l.s.		\$3,016.00
2	Open ditch excavation (approx. 550m³)	457 m	\$12.00	\$5,484.00
3	Levelling of excavated material	l.s.		\$2,000.00
	al Estimated Construction Costs			640 F00 00
Ma	in Drain (Open)			\$10,500.00
	Main Drain (Closed)			
1	Supply two (2) 750mm diameter HDPE outlet pipes complete with rodent grates Installation of two (2) HDPE oulet pipes complete with geotextile	12 m	\$140.00	\$1,680.00
	filter material and quarry stone rip rap (40m²)	l.s.		\$4,600.00
2	Supply 750mm diameter concrete field tile Installation	1,181 m 1,181 m	\$70.00 \$40.00	\$82,670.00 \$47,240.00
3	Supply 675mm diameter concrete field tile Installation (Sta. 0+731 to Sta. 0+875)	144 m 144 m	\$60.00 \$38.00	\$8,640.00 \$5,472.00
4	Supply 600mm diameter concrete field tile Installation (Sta. 0+875 to Sta. 0+885)	10 m 10 m	\$45.00 \$35.00	\$450.00 \$350.00
5	Supply 525mm diameter concrete field tile Installation (Sta. 0+885 to Sta. 0+990 and Sta. 1+050 to Sta.	373 m	\$34.00	\$12,682.00
	1+318)	373 m	\$25.00	\$9,325.00
6	Supply 525mm diameter HDPE pipe	60 m	\$74.00	\$4,440.00
	Installation (Sta. 0+990 to Sta. 1+050)	60 m	\$60.00	\$3,600.00
	(including granular base and backfill of laneway (4m width) open cut)	l.s.		\$4,500.00
8	Supply and install 1200mm X 2400mm concrete junction box at Sta. 0+462	1 ea.	\$5,500.00	\$5,500.00
9	Supply and install 600mm X 600mm offset concrete catch basin at Sta. 0+462 including connection to the Main Drain with 6m of 200mm dia. HDPE pipe	1 ea.	\$4,500.00	\$4,500.00
10	Supply and install 900mm X 1200mm concrete catch basins at Sta. 0+731 and Sta. 1+278 (inline type)	2 ea.	\$3,000.00	\$6,000.00



	Estimated							
Description	Quantity	\$/Unit	Total					
Supply and install 600mm X 600mm concrete catch basin offset 7m north of Sta. 1+025, including connection to the Main Drain	1	ć2 F00 00	ć2 F00 00					
with 300mm diameter HDPE pipe	1 ea.	\$2,500.00	\$2,500.00					
12 Supply and install 750mm x 200mm dia. HDPE tee at Sta. 0+231 (connect existing hickenbottom)	1 ea.	\$500.00	\$500.00					
	ı cu.	γ500.00	φ300.00					
13 Supply and install 525mm X 300mm HDPE tee at Sta. 1+025 (connect offset catch basin)	1 ea.	\$450.00	\$450.00					
(connect onset catch basin)	ı ca.	Ş <del>4</del> 50.00	Ş <del>4</del> 50.00					
14 Tile connections	l.s.		\$2,541.00					
Sub-Total Sub-Total	Sub-Total Sub-Total							
15 Work to be done on the County of Huron Road Allowance, Amberl (Sta. 1+318 to Sta. 1+373)	y Road (County F	Road 86)						
a) Supply 500mm O.D. smooth wall steel casing, 9.53mm wall								
thickness	33 m	\$220.00	\$7,260.00					
Installation by jack & bore method			4					
(Sta. 1+318 to Sta. 1+351)	33 m	\$520.00	\$17,160.00					
d) Supply 450mm diameter HDPE pipe	22 m	\$60.00	\$1,320.00					
Installation (Sta. 1+351 to Sta. 1+373)	22 m	\$60.00	\$1,320.00					
e) Supply and install 900mm X 1200mm concrete ditch inlet catch								
basins at Sta. 1+318 and Sta. 1+351 (inline type)	2 ea.	\$3,500.00	\$7,000.00					
Sub-Total Sub-Total			\$ 34,060.00					

#### 16 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 descretion 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.

Additional costs associated with installation of the tile drain on 19mm diameter crushed stone bedding. This includes the supply and placement of all stone, labour and equipment required for installation in accordance with the details on Drawing No. 2.



Description	Estimated Quantity	\$/Unit	Total
Description	Quantity	\$/Unit	Total
Install 750mm diameter or 675mm diameter concrete field tile on stone bedding wraped in geotextile filter material	200 m	\$55.00	\$11,000.00
Install 525mm diameter concrete field tile on stone bedding wraped in geotextile filter material	150 m	\$50.00	\$7,500.00
Subtotal			\$ 18,500.00
Total Estimated Construction Costs Main Drain (Closed)			\$ 260,200.00
TOTAL ESTIMATED CONSTRUCTION COSTS HENDERSON MUNICIPAL DRAIN 2020			\$ 270,700.00
Summary of Construction Costs			
A) Total Estimated Construction Costs - Main Drain (Open)			\$10,500.00
B) Total Estimated Construction Costs - Main Drain (Closed)		_	\$260,200.00
TOTAL ESTIMATED CONSTRUCTION COSTS HENDERSON MUNICIPAL DRAIN 2020			\$270,700.00



MAIN DRAIN (OPEN)										
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Main Drain (Open)										
Turnberry						ćana	ćana	4=0		4
8	1	D. & E. Rylaarsdam H. & M. Hauschildt	1-004	4.5		\$233	\$233	\$78		\$155
9	1		1-005	6.3		\$329	\$329	\$110		\$219
* 9	1	2518333 Ontario Inc.	1-005-01	2.0		\$127	\$127			\$127
* Pt.9 & 10	1	S. & D. Ruttan	1-009-30	0.71		\$56	\$56			\$56
10	1	W. Haines	1-007	3.6		\$191	\$191	\$64		\$127
* 10	1	B. Skinn	1-007-10	0.20		\$16	\$16			\$16
* 10	1	G. Jones	1-009	0.12		\$11	\$11			\$11
* 10	1	A. Burrows & K. Gisllespie	1-009-10	0.20		\$16	\$16			\$16
* 10	1	R. & M. Bloemberg	1-009-20	0.33		\$26	\$26			\$26
* 10	1	S. & D. Ruttan	1-009-25	0.50		\$39	\$39			\$39
* 10	1	R. Chambers & J. McDougall	1-010	0.20		\$16	\$16			\$16
* 10	1	G. & D. Kraemer	1-010-05	0.20		\$16	\$16			\$16
* 10	1	Ruttan Aluminum Ltd.	1-010-15	1.51		\$95	\$95			\$95
* 10	1	J. Bradley Estate	1-011	0.13		\$10	\$10			\$10
* 10	1	K. & H. Grant	1-011-01	0.53		\$42	\$42			\$42
* 10	1	J. & A. Morrison	1-011-05	0.20		\$16	\$16			\$16
* 10	1	J. & C. Thompson	1-011-06	0.10		\$8	\$8			\$8
Pt. 11&12	1	Great Lakes Poultry Farms	1-012-05	5.2		\$245	\$245	\$82		\$163
Pt. 11&12	1	Great Lakes Poultry Farms	1-012	33.7	\$3,000	\$1,757	\$4,757	\$1,585	\$1,750	\$1,422
* Pt. 13	1	R. & K. Tervit	1-013	8.0		\$53	\$53			\$53
Pt. 13&14	1	M. Beeler	1-014	38.4		\$1,891	\$1,891	\$630		\$1,261
Pt. 15&16	1	R. Jutzi	1-015	37.6		\$1,903	\$1,903	\$634		\$1,269
* Pt. 15&16	1	W. Armstrong	1-015-05	0.03		\$1	\$1			\$1
Pt. 17&18	1	H. Glauser	1-016	29.1		\$1,526	\$1,526	\$509		\$1,017



MAIN DRAIN (OPEN)											
Lot or Part		Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
19		1	1742841 Ontario Ltd.	1-016-10	7.7		\$201	\$201	\$67		\$134
Pt. 138	&14	1	R. Moffat & J. Bondi	1-056-90	11.3	\$2,500	\$324	\$2,824	\$941	\$1,770	\$113
Pt. 16		1	H. & R. Bauman	1-057	0.8		\$42	\$42	\$14		\$28
Morris	War	<u>d</u>									
Pt. 118	&12	1	Township of North Huron	1-008	9.7		\$509	\$509	\$170		\$339
15		1	R. & C. Schefter	1-013	0.9		\$49	\$49	\$16		\$33
Pt. 16		1	R. & B. Goetz	1-014	1.6		\$43	\$43	\$14		\$29
Pt. 16		1	R. Goetz	1-014-05	0.8		\$21	\$21	\$7		\$14
Pt. 178	&18	1	M. Sluys & A. Emond	1-015	9.9		\$1,064	\$1,064	\$355		\$709
Pt. 18		1	M. Cole	1-015-05	1.4		\$112	\$112	\$37		\$75
Pt. 19		1	M. Sluys	1-016	4.7		\$247	\$247	\$82		\$165
* Pt. 19		1	B. & A. Redecop	1-016-05	1.9		\$122	\$122			\$122
Pt.20		1	I. Martin	1-016-10	0.3		\$16	\$16	\$5		\$11
Total A	Asses	smen	t on Lands			\$5,500	\$11,373	\$16,873	\$5,400	\$3,520	\$7,953
Fische	r Line	9	Municipality of Morris-Turn	berry	0.4		\$85	\$85			\$85
Ambei	rley F	Road	County of Huron		6.0		\$1,251	\$1,251			\$1,251
McLea	an Lin	e	Municipality of Morris-Turn	berry	1.2		\$191	\$191			\$191
Total A	Asses	smen	t on Roads				\$1,527	\$1,527			\$1,527
Hende	Total Assessment on Lands and Roads Henderson Municipal Drain 2020 Main Drain (Open)						\$12,900	\$18,400	\$5,400	\$3,520	\$9,480

#### 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.



MAIN DRAIN (CLOSED)											
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
<u>Main Dra</u>		sed)									
<u>Turnberry</u>	Ward										
8	1	D. & E. Rylaarsdam	1-004	4.5		\$1,630		\$1,630	\$543		\$1,087
9	1	H. & M. Hauschildt	1-005	6.3		\$2,296		\$2,296	\$765		\$1,531
* 9	1	2518333 Ontario Inc.	1-005-01	2.0		\$889		\$889			\$889
* Pt.9 & 10	1	S. & D. Ruttan	1-009-30	0.71		\$392		\$392			\$392
10	1	W. Haines	1-007	3.6		\$1,333		\$1,333	\$444		\$889
* 10	1	B. Skinn	1-007-10	0.20		\$113		\$113			\$113
* 10	1	G. Jones	1-009	0.12		\$65		\$65			\$65
* 10	1	A. Burrows & K. Gisllespie	1-009-10	0.20		\$113		\$113			\$113
* 10	1	R. & M. Bloemberg	1-009-20	0.33		\$183		\$183			\$183
* 10	1	S. & D. Ruttan	1-009-25	0.50		\$275		\$275			\$275
* 10	1	R. Chambers & J. McDougall	1-010	0.20		\$113		\$113			\$113
* 10	1	G. & D. Kraemer	1-010-05	0.20		\$113		\$113			\$113
* 10	1	Ruttan Aluminum Ltd.	1-010-15	1.5		\$667		\$667			\$667
* 10	1	J. Bradley Estate	1-011	0.13		\$70		\$70			\$70
* 10	1	K. & H. Grant	1-011-01	0.53		\$292		\$292			\$292
* 10	1	J. & A. Morrison	1-011-05	0.20		\$113		\$113			\$113
* 10	1	J. & C. Thompson	1-011-06	0.10		\$57		\$57			\$57
Pt. 11&12	1	Great Lakes Poultry Farms	1-012-05	5.2		\$1,712		\$1,712	\$571		\$1,141
Pt. 11&12	1	Great Lakes Poultry Farms	1-012	29.2		\$9,590		\$9,590	\$3,197		\$6,393
* Pt. 13	1	R. & K. Tervit	1-013	0.8		\$370		\$370			\$370
Pt. 13&14	1	M. Beeler	1-014	38.4	\$91,000	\$10,793		\$101,793	\$33,931	\$19,060	\$48,802
Pt. 15&16	1	R. Jutzi	1-015	37.6	\$54,000	\$17,721		\$71,721	\$23,907	\$12,220	\$35,594
* Pt. 15&16	1	W. Armstrong	1-015-05	0.03		\$22		\$22			\$22
Pt. 17&18	1	H. Glauser	1-016	29.1	\$9,500	\$26,858		\$36,358	\$12,119	\$850	\$23,389



	MAIN DRAIN (CLOSED)										
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
19	1	1742841 Ontario Ltd.	1-016-10	7.7		\$3,852		\$3,852	\$1,284		\$2,568
Pt. 13&14	1	R. Moffat & J. Bondi	1-056-90	1.2		\$65		\$65	\$22		\$43
Pt. 16	1	H. & R. Bauman	1-057	0.8		\$44		\$44	\$15		\$29
Morris Wa	<u>rd</u>										
Pt. 11&12	1	Township of North Huron	1-008	9.7		\$3,555		\$3,555	\$1,185		\$2,370
15	1	R. & C. Schefter	1-013	0.9		\$1,015		\$1,015	\$338		\$677
Pt. 16	1	R. & B. Goetz	1-014	1.6		\$880		\$880	\$293		\$587
Pt. 16	1	R. Goetz	1-014-05	0.8		\$427		\$427	\$142		\$285
Pt. 17&18	1	M. Sluys & A. Emond	1-015	9.9	\$20,000	\$21,882		\$41,882	\$13,961	\$400	\$27,521
Pt. 18	1	M. Cole	1-015-05	1.4		\$2,309		\$2,309	\$770		\$1,539
Pt. 19	1	M. Sluys	1-016	4.7		\$5,081		\$5,081	\$1,694		\$3,387
* Pt. 19	1	B. & A. Redecop	1-016-05	1.9		\$2,501		\$2,501			\$2,501
Pt.20	1	I. Martin	1-016-10	0.3		\$327		\$327	\$109		\$218
Total Asses	ssment	on Lands			\$174,500	\$117,718		\$292,218	\$95,290	\$32,530	\$164,398
Fischer Lin	e	Municipality of Morris-Turn	berry	0.4		\$594		\$594			\$594
Amberley	Road	County of Huron		6.0	\$15,000	\$19,895	\$40,960	\$75,855			\$75,855
McLean Lir	ne	Municipality of Morris-Turn	berry	1.2		\$1,333		\$1,333			\$1,333
Total Asses	Total Assessment on Roads			\$15,000	\$21,822	\$40,960	\$77,782			\$77,782	
		t on Lands and Roads cipal Drain 2020									
Main Drain (Closed)					\$189,500	\$139,540	\$40,960	\$370,000	\$95,290	\$32,530	\$242,180

# 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.





				TOTAL ASSE	SSMENT				
Lot or Part		Landowner	Roll No.	Main Drain (Open)	Main Drain (Closed)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
8	1	D. & E. Rylaarsdam	1-004	\$233	\$1,630	\$1,863	\$621		\$1,242
9	1	H. & M. Hauschildt	1-005	\$329	\$2,296	\$2,625	\$875		\$1,750
* 9	1	2518333 Ontario Inc.	1-005-01	\$127	\$889	\$1,016	·		\$1,016
* Pt.9 & 10	1	S. & D. Ruttan	1-009-30	\$56	\$392	\$448			\$448
10	1	W. Haines	1-007	\$191	\$1,333	\$1,524	\$508		\$1,016
* 10	1	B. Skinn	1-007-10	\$16	\$113	\$129			\$129
* 10	1	G. Jones	1-009	\$11	\$65	\$76			\$76
* 10	1	A. Burrows & K. Gisllespie	1-009-10	\$16	\$113	\$129			\$129
* 10	1	R. & M. Bloemberg	1-009-20	\$26	\$183	\$209			\$209
* 10	1	S. & D. Ruttan	1-009-25	\$39	\$275	\$314			\$314
* 10	1	R. Chambers & J. McDougall	1-010	\$16	\$113	\$129			\$129
* 10	1	G. & D. Kraemer	1-010-05	\$16	\$113	\$129			\$129
* 10	1	Ruttan Aluminum Ltd.	1-010-15	\$95	\$667	\$762			\$762
* 10	1	J. Bradley Estate	1-011	\$10	\$70	\$80			\$80
* 10	1	K. & H. Grant	1-011-01	\$42	\$292	\$334			\$334
* 10	1	J. & A. Morrison	1-011-05	\$16	\$113	\$129			\$129
* 10	1	J. & C. Thompson	1-011-06	\$8	\$57	\$65			\$65
Pt. 11&12	1	Great Lakes Poultry Farms	1-012-05	\$245	\$1,712	\$1,957	\$652		\$1,305
Pt. 11&12	1	Great Lakes Poultry Farms	1-012	\$4,757	\$9,590	\$14,347	\$4,782	\$1,750	\$7,815
* Pt. 13	1	R. & K. Tervit	1-013	\$53	\$370	\$423			\$423
Pt. 13&14	1	M. Beeler	1-014	\$1,891	\$101,793	\$103,684	\$34,561	\$19,060	\$50,063
Pt. 15&16	1	R. Jutzi	1-015	\$1,903	\$71,721	\$73,624	\$24,541	\$12,220	\$36,863
* Pt. 15&16	1	W. Armstrong	1-015-05	\$1	\$22	\$23			\$23
Pt. 17&18	1	H. Glauser	1-016	\$1,526	\$36,358	\$37,884	\$12,628	\$850	\$24,406
19	1	1742841 Ontario Ltd.	1-016-10	\$201	\$3,852	\$4,053	\$1,351		\$2,702



	TOTAL ASSESSMENT									
Lot or Part Con. Landowner Roll No.				Main Drain (Open)	Main Drain (Closed)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment	
Pt. 13&14	1	R. Moffat & J. Bondi	1-056-90	\$2,824	\$65	\$2,889	\$963	\$1,770	\$156	
Pt. 16	1	H. & R. Bauman	1-057	\$42	\$44	\$86	\$29		\$57	
Morris War	<u>d</u>									
Pt. 11&12				\$509	\$3,555	\$4,064	\$1,355		\$2,709	
15	1	R. & C. Schefter	1-013	\$49	\$1,015	\$1,064	\$355		\$709	
Pt. 16	1	R. & B. Goetz	1-014	\$43	\$880	\$923	\$308		\$615	
Pt. 16	1	R. Goetz	1-014-05	\$21	\$427	\$448	\$149		\$299	
Pt. 17&18	1	M. Sluys & A. Emond	1-015	\$1,064	\$41,882	\$42,946	\$14,315	\$400	\$28,231	
Pt. 18	1	M. Cole	1-015-05	\$112	\$2,309	\$2,421	\$807		\$1,614	
Pt. 19	1	M. Sluys	1-016	\$247	\$5,081	\$5,328	\$1,776		\$3,552	
* Pt. 19	1	B. & A. Redecop	1-016-05	\$122	\$2,501	\$2,623			\$2,623	
Pt.20	1	I. Martin	1-016-10	\$16	\$327	\$343	\$114		\$229	
Total Asses	sment o	on Lands		\$16,873	\$292,218	\$309,091	\$100,690	\$36,050	\$172,351	
Fischer Line		Municipality of Morris-Turnberry		\$85	\$594	\$679			\$679	
Amberley R	oad	County of Huron		\$1,251	\$75,855	\$77,106			\$77,106	
McLean Lin	е	Municipality of Morris-Turnberry		\$191	\$1,333	\$1,524			\$1,524	
Total Asses	sment o	on Roads	\$1,527	\$77,782	\$79,309			\$79,309		
Total Asses	sment (	on Lands and Roads								
Henderson	Munici	pal Drain 2020		\$18,400	\$370,000	\$388,400	\$100,690	\$36,050	\$251,660	

#### 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

					Approx. Hectares	Portion of Maintenance
	Lot or Part	Con.	Landowner	Roll No.	Affected	Cost
	Main Drain	(Ope	<u>n)</u>			
	Turnberry V	<u>Vard</u>				
	8	1	D. & E. Rylaarsdam	1-004	4.5	1.8%
	9	1	H. & M. Hauschildt	1-005	6.3	2.5%
*	9	1	2518333 Ontario Inc.	1-005-01	2.0	1.0%
*	Pt.9 & 10	1	S. & D. Ruttan	1-009-30	0.71	0.4%
	10	1	W. Haines	1-007	3.6	1.5%
*	10	1	B. Skinn	1-007-10	0.20	0.1%
*	10	1	G. Jones	1-009	0.12	0.1%
*	10	1	A. Burrows & K. Gisllespie	1-009-10	0.20	0.1%
*	10	1	R. & M. Bloemberg	1-009-20	0.33	0.2%
*	10	1	S. & D. Ruttan	1-009-25	0.50	0.3%
*	10	1	R. Chambers & J. McDougall	1-010	0.20	0.1%
*	10	1	G. & D. Kraemer	1-010-05	0.20	0.1%
*	10	1	Ruttan Aluminum Ltd.	1-010-15	1.51	0.7%
*	10	1	J. Bradley Estate	1-011	0.13	0.1%
*	10	1	K. & H. Grant	1-011-01	0.53	0.3%
*	10	1	J. & A. Morrison	1-011-05	0.20	0.1%
*	10	1	J. & C. Thompson	1-011-06	0.10	0.1%
	Pt. 11&12	1	Great Lakes Poultry Farms	1-012-05	5.2	1.9%
	Pt. 11&12	1	Great Lakes Poultry Farms	1-012	33.7	13.5%
*	Pt. 13	1	R. & K. Tervit	1-013	0.8	0.4%
	Pt. 13&14	1	M. Beeler	1-014	38.4	14.5%
	Pt. 15&16	1	R. Jutzi	1-015	37.6	14.5%
*	Pt. 15&16	1	W. Armstrong	1-015-05	0.03	0.1%
	Pt. 17&18	1	H. Glauser	1-016	29.1	11.7%
	19	1	1742841 Ontario Ltd.	1-016-10	7.7	1.5%
	Pt. 13&14	1	R. Moffat & J. Bondi	1-056-90	11.3	3.1%
	Pt. 16	1	H. & R. Bauman	1-057	0.8	0.3%



# Schedule D - Assessment For Maintenance

	Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost		
	Morris War	<u>d</u>						
	Pt. 11&12	1	Township of North Huron	1-008	9.7	3.9%		
	15	1	R. & C. Schefter	1-013	0.9	0.4%		
	Pt. 16	1	R. & B. Goetz	1-014	1.6	0.7%		
	Pt. 16	1	R. Goetz	1-014-05	0.8	0.3%		
	Pt. 17&18	1	M. Sluys & A. Emond	1-015	9.9	8.2%		
	Pt. 18	1	M. Cole	1-015-05	1.4	0.9%		
	Pt. 19	1	M. Sluys	1-016	4.7	1.9%		
*	Pt. 19	1	B. & A. Redecop	1-016-05	1.9	0.9%		
	Pt.20	1	I. Martin	1-016-10	0.3	0.1%		
	<b>Total Asses</b>	sment	on Lands			88.3%		
	Fischer Line	?	Municipality of Morris-Turnberry		0.4	0.6%		
	Amberley Road County of Huron			6.0	9.6%			
	McLean Line Municipality of Morris-Turnberry			1.2	1.5%			
	<b>Total Asses</b>	sment	on Roads			11.7%		
	Total Assessment on Lands and Roads							
	Henderson Municipal Drain 2020 - Main Drain (Open) 100.0%							

# NOTES:

1. \* Denotes lands not eligible for ADIP grants.



# Schedule D - Assessment For Maintenance

					Ammuov	Double work
					Approx. Hectares	Portion of Maintenance
	Lot or Part	Con.	Landowner	Roll No.	Affected	Cost
	Main Drain (	Closed)				
	Turnberry Wo	ard .				
	8	1	D. & E. Rylaarsdam	1-004	4.5	1.9%
	9	1	H. & M. Hauschildt	1-005	6.3	2.7%
*	9	1	2518333 Ontario Inc.	1-005-01	2.0	1.0%
*	Pt.9 & 10	1	S. & D. Ruttan	1-009-30	0.71	0.5%
	10	1	W. Haines	1-007	3.6	1.5%
*	10	1	B. Skinn	1-007-10	0.20	0.1%
*	10	1	G. Jones	1-009	0.12	0.1%
*	10	1	A. Burrows & K. Gisllespie	1-009-10	0.20	0.1%
*	10	1	R. & M. Bloemberg	1-009-20	0.33	0.2%
*	10	1	S. & D. Ruttan	1-009-25	0.50	0.3%
*	10	1	R. Chambers & J. McDougall	1-010	0.20	0.1%
*	10	1	G. & D. Kraemer	1-010-05	0.20	0.1%
*	10	1	Ruttan Aluminum Ltd.	1-010-15	1.51	0.8%
*	10	1	J. Bradley Estate	1-011	0.13	0.1%
*	10	1	K. & H. Grant	1-011-01	0.53	0.3%
*	10	1	J. & A. Morrison	1-011-05	0.20	0.1%
*	10	1	J. & C. Thompson	1-011-06	0.10	0.1%
	Pt. 11&12	1	Great Lakes Poultry Farms	1-012-05	5.2	1.8%
	Pt. 11&12	1	Great Lakes Poultry Farms	1-012	29.2	13.2%
*	Pt. 13	1	R. & K. Tervit	1-013	0.8	0.4%
	Pt. 13&14	1	M. Beeler	1-014	38.4	14.2%
	Pt. 15&16	1	R. Jutzi	1-015	37.6	14.9%
*	Pt. 15&16	1	W. Armstrong	1-015-05	0.03	0.1%
	Pt. 17&18	1	H. Glauser	1-016	29.1	12.5%
	19	1	1742841 Ontario Ltd.	1-016-10	7.7	1.6%
	Pt. 13&14	1	R. Moffat & J. Bondi	1-056-90	1.2	0.5%
	Pt. 16	1	H. & R. Bauman	1-057	0.8	0.3%

100.0%



# Schedule D - Assessment For Maintenance

	Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost	
	Morris Ward						
	Pt. 11&12	1	Township of North Huron	1-008	9.7	4.1%	
	15	1	R. & C. Schefter	1-013	0.9	0.4%	
	Pt. 16	1	R. & B. Goetz	1-014	1.6	0.7%	
	Pt. 16	1	R. Goetz	1-014-05	0.8	0.3%	
	Pt. 17&18	1	M. Sluys & A. Emond	1-015	9.9	8.6%	
	Pt. 18	1	M. Cole	1-015-05	1.4	0.9%	
	Pt. 19	1	M. Sluys	1-016	4.7	2.0%	
*	Pt. 19	1	B. & A. Redecop	1-016-05	1.9	1.0%	
	Pt.20	1	I. Martin	1-016-10	0.3	0.1%	
	Total Assessm	nent on	Lands			87.6%	
	Fischer Line		Municipality of Morris-Turnberry		0.4	0.7%	
	Amberley Road		County of Huron		6.0	10.2%	
	McLean Line Municipality of Morris		Municipality of Morris-Turnberry		1.2	1.5%	
	Total Assessment on Roads 12.4%						
Total Assessment on Lands and Roads							

# NOTES:

1. \* Denotes lands not eligible for ADIP grants.

**Henderson Municipal Drain 2020 - Main Drain (Closed)** 

# **APPENDIX 1**

MAITLAND VALLEY CONSERVATION AUTHORITY - PERMIT TO ALTER A WATERCOURSE



No. ALT20/2020 Wroxeter, Ontario, July 14, 2020 Page 1 of 2

**PERMIT TO:** DEVELOP IN A REGULATED AREA

X ALTER A WATERCOURSE

In accordance with Ontario Regulation 164/06 and amendments there to, permission has been granted to:

**Municipality of Morris-Turnberry** 

Address: 41342 Morris Rd., Brussels, Ontario N0G 1H0

Location of works: Lots 12 and 13, Concession 1, Turnberry Ward, Municipality of Morris-

Turnberry, County of Huron; Henderson Municipal Drain

Existing land use: Agriculture

For the following works: Upgrades to the Henderson Municipal Drain from July 14, 2020 to July 14, 2022,

subject to the following conditions:

#### SPECIFIC CONDITIONS:

 All work must be carried out in conformance with the application, dated July 10th<sup>th</sup>, 2020 signed by Chris Dietrich, and in accordance with the following:

- Details for Henderson Municipal Drain 2020; under the stamp of W. J. Dietrich, April 1, 2020, including:
  - i. Drawing No. 1: Plan
  - ii. Drawing No. 2: Profile and Details
- 2. MVCA requires site to be secured in a manner to ensure water events above base flow will pass unobstructed through site in a manner that prevents flooding upstream or erosion and sediment release downstream.
- 3. Works shall have regard for weather conditions and for potential rapid changes in those conditions.
- Stock piles of overburden material shall not be kept beside or within the floodplain of the
  watercourse. MVCA prefers material to be removed from site as soon as possible unless needed to
  backfill.
- 5. Placed rip rap or field stone shall be sufficient to prevent erosion.
- 6. Equipment and materials should not be stored in the floodplain of the watercourse.

#### **GENERAL CONDITIONS:**

The applicant, by acceptance of and in consideration of the issuance of this Permit, agrees to the following conditions:

- This Permit does not preclude compliance from any other legislation, federal or provincial, or necessary
  approvals from the local municipality.
- 2. Authorized representatives of the Maitland Valley Conservation Authority (MVCA) may, at any time, enter onto the lands which are described herein in order to make any surveys, examinations, investigations, or inspections which are required for the purposes of ensuring the work(s) authorized by this Permit are being carried out according to the terms of the Permit.
- 3. The applicant agrees:
  - a) To indemnify and save harmless on a solicitor and client basis, the Maitland Valley Conservation Authority and its officers, employees, or agents, from any act or omission of the owner and/or applicant or any of his agents, employees or contractors relating to any of the particulars, terms of conditions of the Permit.
  - b) That this Permit shall not release the applicant from any legal liability or obligation and remains in force subject to all limitations, requirements and liabilities imposed by law;
  - c) That all complaints arising from the execution of the works authorized under this Permit shall be reported prior to the expiration of this Permit by the applicant to the Maitland Valley Conservation Authority.
  - d) That the Permit issued herein is based upon the plan(s) submitted to the Authority and the accuracy of the matters contained in the Application to the Authority.
- 4. This Permit is not assignable.

5. The applicant agrees that should the works be carried out contrary to the terms of this Permit, the Maitland Valley Conservation Authority may enter onto the property and cause the terms to be satisfied, at the expense of the applicant.

I agree to carry out or cause to be carried out the work(s) indicated above in compliance with the conditions set out herein and in accordance with the information contained in the application and any accompanying sketches. I realize should I carry out the work(s) contrary to the terms of this Permit, this Permit may be revoked. I also realize this Permit is valid only for the time period noted, and I agree to reapply to the Authority prior to the expiration of this period should an extension be required.

Original Signed by (Applicants signature)

Signature of Authority Official

Stephen Jackson, P. Eng.

Flood and Erosion Safety Services Coordinator

MAITLAND VALLEY CONSERVATION AUTHORITY

Date: July 14, 2020

# 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 E – Specification for Drainage Crossings by the Boring Method

DIVISION H – Special Provisions



# **DIVISION A - GENERAL CONDITIONS**

# **TABLE OF CONTENTS**

A.1.	Scope	1
A.2.	Tenders	1
A.3.	Examinations of Site, Drawings, and Specifications	1
A.4.	Payment	2
A.5.	Contractor's Liability Insurance	2
A.6.	Losses Due to Acts of Nature, Etc.	2
A.7.	Commencement and Completion of Work	2
A.8.	Working Area and Access	3
A.9.	Sub-Contractors	3
A.10.	Permits, Notices, Laws and Rules	3
A.11.	Railways, Highways, and Utilities	3
A.12.	Errors and Unusual Conditions	3
A.13.	Alterations and Additions	3
A.14.	Supervision	4
A.15.	Field Meetings	4
A.16.	Periodic and Final Inspections	4
A.17.	Acceptance By the Municipality	4
A.18.	Warranty	4
A.19.	Termination of Contract By The Municipality	4
A.20.	Tests	5
A.21.	Pollution	5
A.22.	Species and Risk	5
A.23.	Road Crossings	5
A.24.	Laneways	6
A.25.	Fences	7
A.26.	Livestock	7
A.27.	Standing Crops	
A.28.	Surplus Gravel	7
A.29.	Iron Bars	7
A.30.	Rip-Rap	7
A.31.	Clearing, Grubbing and Brushing	7
A.32.	Restoration of Lawns	8



#### **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

**END OF DIVISION** 



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

## **TABLE OF CONTENTS**

B.1.	Alignment	1
B.2.	Profile	1
B.3.	Excavation	1
B.4.	Excavated Material	1
B.5.	Excavation at Existing Bridge and Culvert Sites	2
B.6.	Pipe Culverts	2
B.7.	Rip-Rap Protection For Culverts	2
B.8.	Clearing, Grubbing and Mulching	2
B.9.	Tributary Tile Outlets	3
B.10.	Seeding	3
B.11.	Hydro Seeding	3
	Hand Seeding	
	Completion	



#### **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.

#### **END OF DIVISION**



# **DIVISION C - SPECIFICATIONS FOR TILE DRAINS**

## **TABLE OF CONTENTS**

Pipe Materials	1
-	
·	
	Pripe Materials  Alignment  Profile  Excavation  Installation  Trench Crossings  Outlet Protection  Catch Basins and Junction Boxes  Tributary Drains  Clearing, Grubbing and Mulching  Roads and Laneway Sub-Surface Crossings  Filling In Existing Ditches  Construction of Grassed Waterways  Unstable Soil  Rocks  Broken or Damaged Tile  Recommended Practice For Construction of Sub-Surface Drainage Systems.



#### 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.

**END OF DIVISION** 



# DIVISION E – SPECIFICATIONS FOR DRAINAGE CROSSING BY BORING METHOD

## **TABLE OF CONTENTS**

1
1
1
1
1
2
2



# DIVISION E – SPECIFICATIONS FOR DRAINAGE CROSSING BY BORING METHOD

## E.1. General Requirements

When a drainage crossing of a Roadway, Railway, etc. is to be carried out by the Boring Method, the following Specifications for this work shall apply. The Authority having jurisdiction over the lands involved with the crossing will supply no labour, equipment or materials for the construction of the crossing unless otherwise specified.

The Contractor shall be fully responsible for availing himself of, and satisfying any further Specifications that may apply to borings affecting the Authority having jurisdiction over the lands involved with the crossing.

## E.2. Notification

The Contractor shall give the Authority responsible for the lands being crossed at least five (5) days notice before he commences any work on the crossing.

## E.3. Pipe

The pipe or casing used in the crossing shall be smooth wall welded steel pipe with a minimum wall thickness as specified on the Plan and Profile. All pipe shall be new and manufactured from weldable steel having a minimum yield strength of 241 MPa. Pipe ends shall be bevel edged in the intrude to an angle of thirty (30) degrees for butt weld splicing. The name or trademark of the manufacturer and the heat number shall be clearly marked in the inside of the section of the pipe.

The pipe shall be of sufficient length so that during placement, no part of any excavation shall be closer than three (3) metres to the edge of a pavement and the slope of the excavation from the edge of shoulder, or other point as specified to the invert of the pipe shall be no less than one (1) metre vertical to one (1) metre horizontal (1:1) [See item E.5 "Auger Pit"].

## E.4. Installation

The pipe or casing shall be placed by means of continuous flight augering inside the casing and simultaneous jacking to advance the casing immediately behind the tip of the auger. Complete augering of a tunnel slightly larger than the pipe and placing the entire length by pulling or jacking after completion of the tunnel will not be acceptable unless the method to be adopted is approved in advance by both the Engineer and the Authority responsible for the lands being crossed.

## E.5. Auger Pit

The pit excavated to accommodate the boring machine shall be so constructed so that the top edge of the pit shall not be closer than three (3) metres to the edge of the pavement. The slope of the pit from the top edge at the shoulder to the bottom of the pit shall not be steeper than one (1) metre vertical to one (1) metre horizontal (1:1). Shoring, sheeting, etc. shall be in accordance with the applicable and most recent Provincial Statutes.

The pit shall be left open for an absolute minimum of time, and if at all possible work shall be so scheduled so that excavation, placement of pipe and backfilling take place in one (1) working day. If this is not possible, every effort should be made to schedule the work so that the pit is not left open for more than one (1) day before and one (1) day after the boring operation.



#### E.6. Construction

During excavation, every effort should be made to place the top 300 mm of spoil (topsoil) in a separate pile for replacement on top on completion of the backfill operation. If this is not possible or practical, the Contractor shall import and place a minimum of 150 mm of good quality topsoil over the excavated and backfilled area. The finished work shall be left in a clean and orderly condition flush or slightly higher than the adjacent ground so that after settlement, it will conform to the surrounding ground. Excess earth (if any) shall be disposed of as directed by the Engineer and no additional payment will be allotted for such work.

The Contractor shall at his expense supply, erect and maintain suitable and adequate barricades, flashing lights, warning signs and/or flagmen to the satisfaction of the Engineer to adequately warn and protect the motoring public.

Any areas disturbed within the Right-of-Way of a County Road or King's Highway during construction, shall be covered with a minimum of 75 mm of topsoil, fertilized and seeded with an approved grass seed mixture.

## E.7. Acceptance

All work undertaken by the Contractor shall be to the satisfaction of the Engineer.

**END OF DIVISION** 



# **DIVISION H - SPECIAL PROVISIONS**

# **TABLE OF CONTENTS**

H.1	General	1
H.2	Utilities	1
H.3	Working Area And Access	1
H.4	Topsoil	2
H.5	Main Drain (Open)	2
H.6	Main Drain (Closed)	2
H.7	Pipe, Installation, Bedding & Backfill	2
H.8	Outlet Structure Installation	3
H.9	Catch Basins & Manholes	3
H.9	Existing Drains/Tile Connections	3
H.10	Rip-Rap	4
H.11	Restoration of Lawns	



#### **DIVISION H - SPECIAL PROVISIONS**

Henderson Municipal Drain 2020 Municipality of Morris-Turnberry

Reference No. 1763

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 notify the Landowners, the Drainage Superintendent and the Engineer forty-eight (48) hours prior to construction and arrange a pre-construction meeting.

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

The Contractor shall locate the existing Municipal tile drains and parallel them if possible. The existing Municipal tile drains shall be connected into the new drains at property lines.

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 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. All driveways shall be restored by the Contractor to the original condition.

Any area disturbed within the County Right-of-Way during construction shall be top-soiled and seeded with an approved grass seed mixture.

The roadside ditches shall be graded to the catch basins.

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

Main Drain (Open) - The working area for construction purposes shall be a width of fifteen (15) metres from the top of the bank on the working side of the drain.

The working area for the Main Drain (Closed) shall be a width of twenty-five (25) metres centered over the proposed tile drain. Where twin tiles are to be installed the working area shall be an average width of thirty (30) metres. Each Landowner on whose property the drainage works is to be constructed shall designate access to and from the working area.



## H.4 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. In deep cuts the width of the topsoil to be stripped will be greater than 5 metres. Where the twin 750mm diameter tiles are to be installed (Sta. 0+000 to Sta. 0+462) the Contractor shall strip the topsoil for a width of 10 metres. Where the drain is to be installed by means of an approved hydraulic excavator, the Contractor shall strip the topsoil for a width equal to the trench width.

The Contractor shall stockpile the topsoil and later spread it over the backfilled trench. The Contractor shall use a trim dozer to fine grade the topsoil once it has been placed on the trench.

## H.5 Main Drain (Open)

The working side of the Main Drain (Open) shall be on the west side of the drain. The Contractor shall confirm the working side and placement of spoil prior to construction. The drain shall be brushed and mulched using an approved mulching attachment. Any stumps required to be removed shall be disposed of onsite to the satisfaction of the landowner.

## H.6 Main Drain (Closed)

The Contractor shall clear and grub any trees that interfere with the installation of the new tile drain. Stumps shall be removed and disposed of onsite to the satisfaction of the landowner.

## H.7 Pipe, Installation, Bedding & Backfill

#### H.7.1 Concrete Field Tile

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

The concrete tile (525mm to 750mm) shall be Heavy-Duty Extra Quality Concrete Drain Tile 2000D.

All other concrete tile shall be Heavy-Duty Extra Quality Concrete Drain Tile 1500D.

All concrete field tile shall be backfilled using 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. The Contractor shall be responsible for all trench settlement. Excess excavated material from the installation of the 750mm diameter tiles shall be hauled off site or an agreed placement with the landowner.

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 shall be 400mm wide for tile sizes 450mm diameter to 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 Mirafi 140NC for clay loam soil conditions and Mirafi 160N for sandy or silty soil conditions.

## H.7.2 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 B182.8 320 KPa with bell and spigot joining systems complete with rubber gaskets.



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 in agricultural settings.

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.

#### H.8 Outlet Structure Installation

The Contractor shall install the new outlet pipes such that the side slopes of the ditch match typical side slopes, and the Contractor shall place geotextile filter material and stone rip-rap for long term bank stabilization. A plunge pool lined with quarry stone riprap on slopes and field stone in the bottom (7m length) shall be constructed at the new tile drain outlets (see detail, drawing No.2).

#### H.9 Catch Basins & Manholes

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

All existing catch basins and 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 have hot dipped galvanized bird cage grates.

Knockouts shall be provided in all catch basins.

All catch basins and manholes 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 geo-textile 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 manhole 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.9 Existing Drains/Tile Connections

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



The Contractor shall locate the existing 1977 Municipal Drain (Main Drain – Closed) as part of this work. The new tile drain shall parallel the existing drain where possible. The 1977 Main Drain (Closed) shall be connected into catch basins at every property line if required.

The Contractor shall locate and connect the existing 'B' Drain into the junction box at Sta. 0+462. Any materials required to make these connections will be an extra to the contract.

The Contractor shall be responsible for all tile connections for a period of one year after the issuance of the completion certificate. The 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.

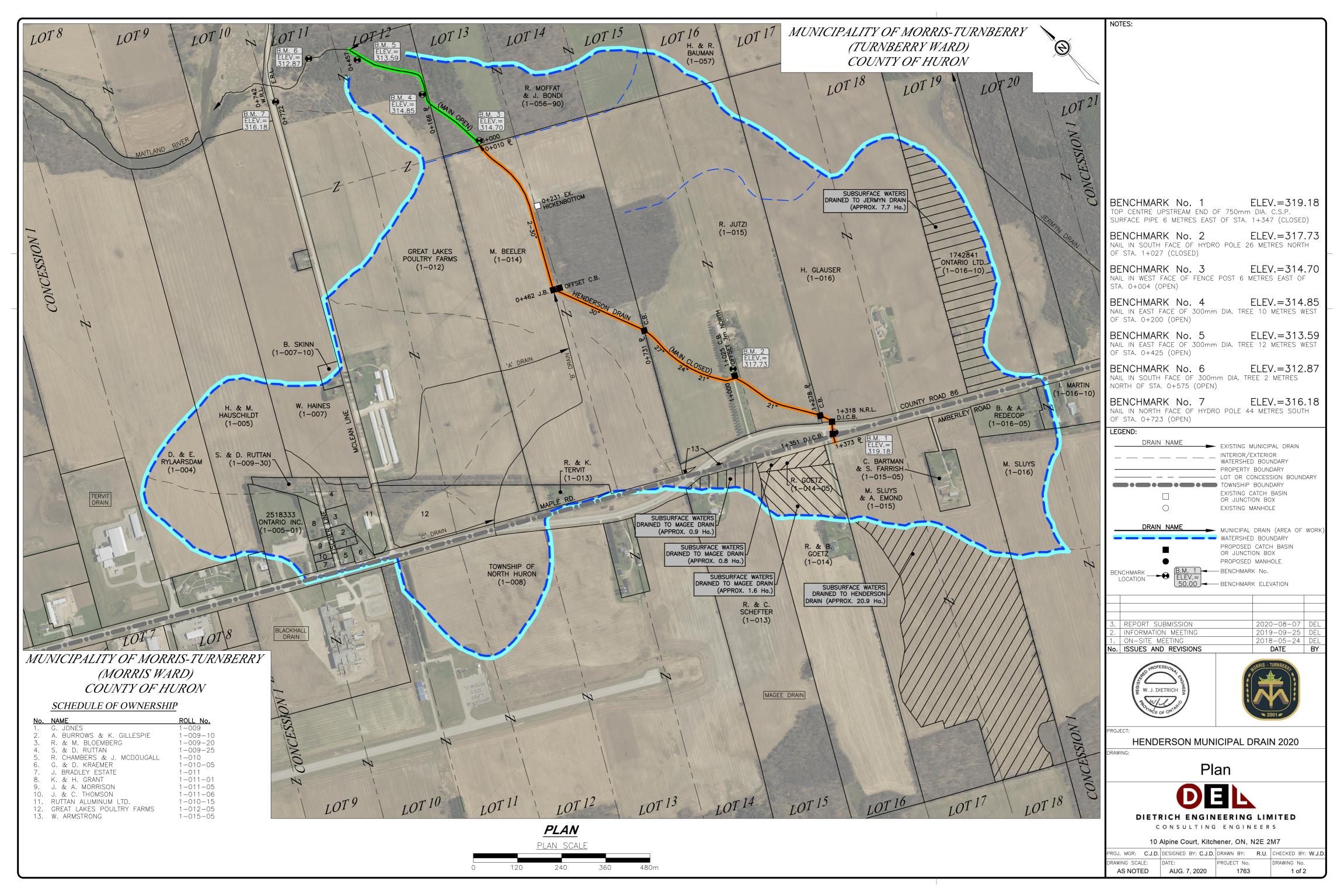
## H.10 Rip-Rap

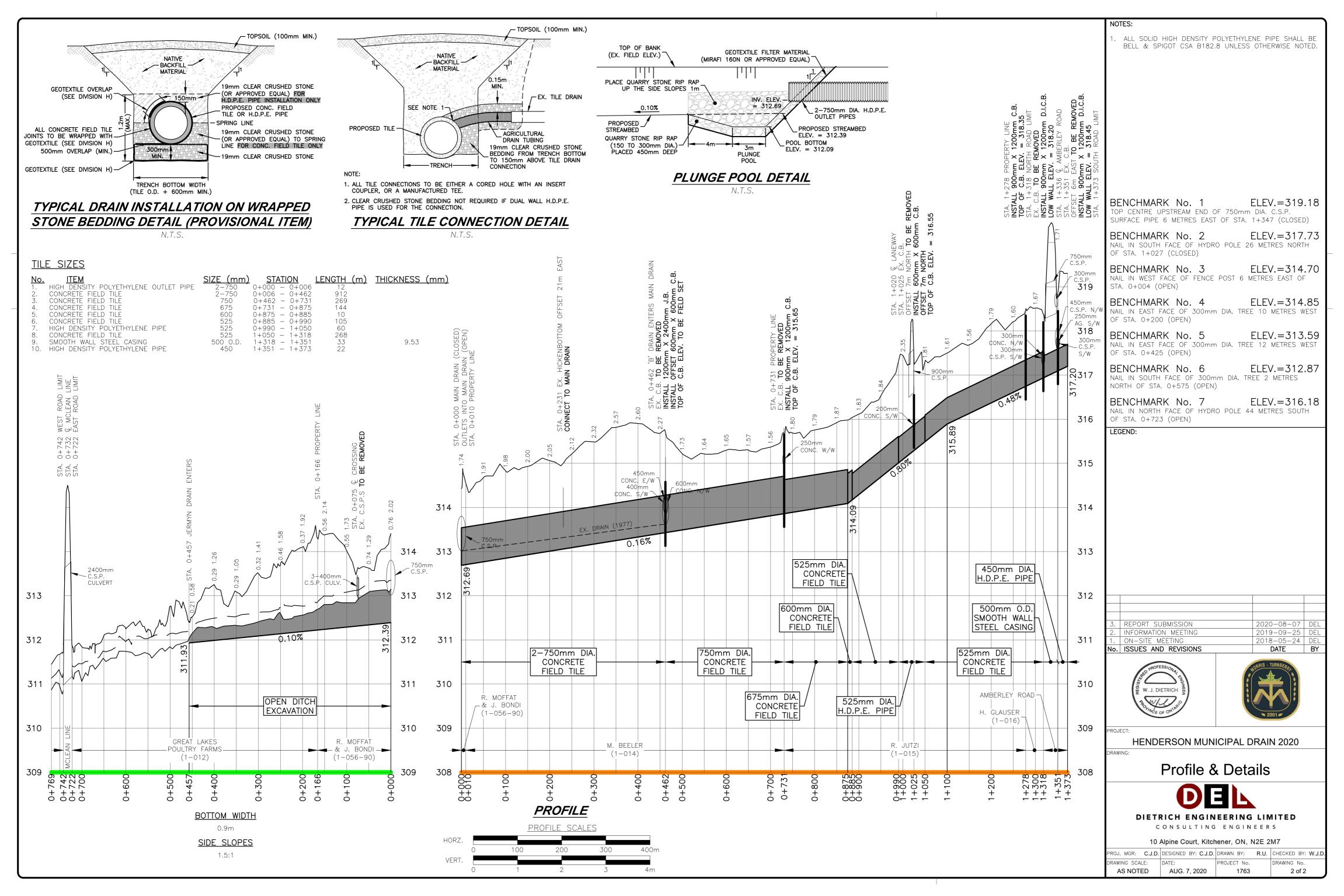
All stone rip-rap material shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 450 mm. All rip-rap material shall be placed on geo-textile filter material (Mirafi 160N).

#### H.11 Restoration of Lawns

Allowances have been provided to landowners where construction will disturb lawn areas. It is the responsibility of the landowner to restore their lawn areas to their satisfaction. The Contractor shall backfill the trench and place a minimum of 100mm of topsoil over the excavation.

**END OF DIVISION** 







## CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

#### BY-LAW NO. 49-2020

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 Henderson Municipal Drain;

**AND WHEREAS** the report dated August 2020 has been authored by Dietrich Engineering Limited, 10 Alpine Court, Kitchener ON, N2E2M7 and the attached report forms part of this by-law.

**AND WHEREAS** the estimated total cost of constructing the drainage works is \$388,400.00.

**AND WHEREAS** \$2,203.00 is the amount to be contributed by the Municipality of Morris-Turnberry for the drainage works;

**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 and the drainage works is 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 \$ 388,400.00 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 in imposed.

b. All assessments under \$10.00 shall 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 "Henderson Municipal Drain 2020 By-law."

Read a FIRST and SECOND time and PROVISIONALLY ADOPTED this $3^{\rm re}$ day of November 2020					
Mayor, Jamie Heffer	Clerk, Trevor Hallam				
Read a THIRD time and FINALLY PASSED this	day of,				
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.huroncountv.ca

To: Municipality of Morris-Turnberry

From: Jenn Burns, Planner Date: October 29<sup>th</sup>, 2020

Re: Application MV03-20 (Melissa and Kelly Holden)

34 McCrea Street, Belgrave ON NOG 1E0

#### RECOMMENDATION

It is recommended that application MV03-20 be approved with the following conditions:

- 1. the structure be located within the footprint contained on the sketch that accompanied the application;
- 2. the structure must meet all required setbacks to the property lines; and
- 3. the variance approval is valid for a period of 18 months from the date of Council's decision.

#### PROPOSED VARIANCE

1.) Proposed relief from Section 14.5.2 of the Morris-Turnberry Zoning By-Law 45-2014 to increase the maximum total ground floor area of all accessory buildings from 90 square metres to 145 square metres.

#### **COMMENTS RECEIVED**

Person/Agency	Summary of Comments
Municipality of Morris-Turnberry staff	- no concerns
Neighbours	- no comments received
Source Water Protection	- no concerns

#### **REVIEW**

The subject property is designated *Settlement Area* on Schedule B of the Morris-Turnberry Official Plan and is zoned Village Residential – Low Density (VR1) in the Morris-Turnberry Zoning By-law (Key Map-Belgrave). The purpose of this application is to allow for the construction of a larger personal shop to be used for storage of construction materials and as a pool shed. The application proposes to increase the maximum ground floor area of accessory buildings from 90 m<sup>2</sup> (968 ft<sup>2</sup> +/-) to 145 m<sup>2</sup> (1560 ft<sup>2</sup> +/-).



MV03-20 –Holden
October 29, 2020
Page 2 of 4

Figure 1. Subject Parcel – Air Photo (subject property outlined in orange, other similar sized garages shown in blue)



Figure 2. Site Photo (McCrea Street looking East, Google Street View)



Figure 3. Sketch



Minor variances are required to satisfy four tests under the Planning Act before they can be approved. To be approved the requested variance must be:

- 1) minor,
- 2) desirable for the appropriate development or use of the land, building or structure,
- 3) maintain the general intent and purpose of the Zoning By-law, and
- 4) maintain the general intent of the Official Plan.

This application is proposing an accessory shed which is larger than what is currently permitted in the Morris-Turnberry Zoning By-law. In looking at surrounding properties (see blue rectangles in Figure 1), the neighbour to the east has a shop in close proximity to the lot line with an approximate floor area of 120 square metres and the property to the south has a garage with an approximate floor area of 225 square metres. This application is proposing a shed with a maximum square footage of 145 square metres. Therefore, the proposal appears to be in line with the size of garages/sheds within the neighbourhood. The application is considered to be minor in nature as there are no foreseen impacts as a result of the development.

This application is desirable for the appropriate development of land, as the applicant has indicated that they require more storage space for their residential use, including the need for a new pool shed. Therefore, the proposed shed will allow for more indoor storage space and will allow for items to be stored securely indoors, not in view of neighbours.

Other than increasing the total floor area to provide more space for personal storage and for a pool shed, no further relief is requested from the Morris-Turnberry Zoning By-law. The applicant has confirmed that the proposed shed will be setback appropriately from all lot lines. This application maintains the general intent and purpose of the Morris-Turnberry Zoning By-law.

The Morris-Turnberry Official Plan requires that the primary use of land within the Hamlet Designation be residential. This proposal meets the general intent of the Official Plan.

At the time of writing this report, no concerns were raised by neighbours, or staff.

It is recommended that application MV03-20 be approved with the following conditions:

- 4. the structure be located within the footprint contained on the sketch that accompanied the application;
- 5. the structure must meet all required setbacks to the property lines; and
- 6. the variance approval is valid for a period of 18 months from the date of Council's decision.

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

Sincerely,

Jennifer Burns Planner



# REPORT TO COUNCIL

Prepared by: Kirk Livingston, Chief Building Official

Date: October 28, 2020

Subject: Building Department Activity Report –

September & October, 2020

## **RECOMMENDATION:**

THAT the Council of the Municipality of Morris Turnberry hereby receive the Building Department Activity Report for September & October, 2020 for information purposes.

#### **BACKGROUND:**

The Building Departments main objective is to provide the best professional service to administer and enforce the Ontario Building Code. Through the examination of plans, issuance of building permits, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and ensure health and safety, fire protection and structural sufficiency in all buildings in which we live, work and play.

The Chief Building Official provides bi-monthly updates to Council on the operations of the Shared Services Building Department.

Sq. Feet New						
Permit # Permit Typ		Permit Type	Va	lue of Project	Const.	Status
0086	-2020	Agricultural Storage Shed	\$	60,000.00	6000	issued
0087	-2020	Agricultural Storage Shed	\$	7,000.00	2400	issued
0088	-2020	Tent - cancelled - 50%	\$	2,500.00	3200	issued
0089	-2020	Agricultural Livestock Barn - Addition	\$	75,000.00	2115	issued
0090	-2020	Accessory Building	\$	102,000.00	10880	issued
0091	-2020	New Residential Dwelling	\$	350,000.00	2419	issued
0092	-2020	New Residential Dwelling	\$	70,000.00	3160	issued
0093	-2020	Billboard	\$	9,000.00	400	issued
0094	-2020	Deck	\$	4,000.00	432	issued
0095	-2020	Commercial Rebuild - fire	\$	800,000.00	6748	issued
0096	-2020	Pool Fence	\$	4,000.00		issued
0097	-2020	On Site Sewage System	\$	11,000.00	600	issued
0098	-2020	Accessory Building	\$	150,000.00	4422	issued
0099	-2020	Accessory Building	\$	15,000.00	240	issued
0100	-2020	Attached Garage	\$	45,000.00	1590	issued
0101	-2020	On Site Sewage System	\$	15,000.00	2706	issued
0102	-2020	On Site Sewage System	\$	5,000.00	2400	issued
0103	-2020	Steel Grain Bin	\$	25,000.00	629	issued

**Total Value of Construction to date**; \$ 7,746,450.00 with 103 permits. (Last year; \$5,682,003.00 with 84 building permits)

Zoning Certificates issued to date; 32 (Last year 42)

Regards

Kirk Livingston, Chief Building Official



Prepared by: Kirk Livingston, Chief Building Official

Date: Oct 28, 2020

Subject: Property Standards & By-Law Enforcement –

September & October 2020

#### **RECOMMENDATION:**

THAT the Council of the Municipality of Morris Turnberry hereby receive the Chief Building Officials report on Property Standards & By-Law Enforcement for September & October 2020 as submitted for information purposes.

#### BACKGROUND:

The Building Department's main objective is to provide the best professional service to administer and enforce the Ontario Building Code along with any Municipal By-Laws. Through the examination of plans, issuance of building permits, reviewing bylaws and performing inspections, we ensure compliance with building standards of the Ontario Building Code and compliance with Municipal By-Laws to ensure health and safety, fire protection and structural sufficiency in all buildings in the Municipality.

The findings outlined below have been provided by Bruce Brockelbank, Property Standards and By-Law Enforcement Officer.

#### **By-law Enforcement New Complaints**

- ➤ Blyth Road, Walton I received a complaint about property standards issues at the property.
- ➤ Blyth Road, Walton I received a complaint about two trailers being lived in on said property.
- Blyth Road, Walton I received a complaint about property standards issues at the property.
- Morris Road I have received a complaint about people living in two travel trailers at the same property.
- ➤ Margaret Street, Bluevale I received a complaint about a neighbor burning garbage at his property.

#### Outstanding Files and ongoing investigations:

- Margaret Street, Bluevale I inspected the property for burning garbage. At the time of the inspection, I did not see any evidence of garbage being burnt. I left my card asking for a return call.
- Amberley Road I attended the property and talked to the female owner about a building permit that was issued to her for a garage last year. Said garage has not been started. There was a transport trailer on the property being used as a shed. The trailer was to be considered as temporary storage as long as they were going to be building a garage. I will talk to the CBO about the issue at the property and discuss an agreeable solution for the issue.
- Morris Road I will be attending the property to confirm whether there are people living in travel trailers.
- Blyth Road, Walton I will be attending the property to inspect for property standards issues.
- Blyth Road, Walton I will be attending the property to inspect for property standards issues.
- Blyth Road, Walton I will be attending the property to inspect for property standards issues.



Prepared by: Kirk Livingston, Chief Building Official

Date: Oct 28, 2020

Subject: Property Standards & By-Law Enforcement –

September & October 2020

➤ Blyth Road, Walton - I attended the property and took pictures of the issues. I have sent out a property standards order to the property owner. The owner has since contacted me and explained the issue with the property to me and I have allowed some extra time for clean up.

- ➤ Brussels Line, Walton I attended the property and took pictures of the issues. I have inquired about the need for a building permit and will be sending out a property standards order to the owner.
- Brussels Line, Walton I attended the property and took pictures of the issues. I have sent out a property standards order to the property owner. The owner has contacted me and advised he will be cleaning up the property. I believe he has been in contact with the building department regarding future improvements.
- ➤ Brussels Line, Walton I attended the property and took pictures of the issues. I have sent out a property standards order to the property owner.
- ➤ London Road The property is not zoned for a Cannabis grow operation. I have sent out a zoning violation letter to the owner. The letter also references building without a building permit. The owner of the property has been given a deadline to apply for rezoning and a building permit; or he must cease operation. This will be ongoing for some time.
- ➤ North Street The Chief Building Official is working with the owner of the property to meet all requirements. This may include building permits, zoning, and setbacks for the property.
- ➤ London Road I attended the property to re-inspect it for progress on the property clean up. The property has been cleaned up, and the tenant of the trailer has left the property. I will contact the owner and ask for a tentative date for the mobile home removal. Once that has happened, the property will be in compliance.
- ➤ I have been reviewing all present Bylaws to determine if updating or new bylaws are needed.

Kirk Livingston, Chief Building Official



Prepared by: Trevor Hallam

Date: November 3, 2020

Subject: COVID update November 3

#### **Recommendation:**

That the Municipal Office remain open by appointment only, and that Staff continue to monitor the situation and report back to Council at the next meeting.

#### **Background:**

At the request of Council, the purpose of this report is to provide an update on the current status of operations.

No substantial changes have been made to the regulatory framework that impact the operations of the Municipality since the last report on October  $20^{th}$ .

#### **Municipal Office**

The office remains open by appointment only, this allows staff to ensure that physical distancing can be enforced by managing the number of people attending the office at any given time. Staff are still being encouraged to work from home when possible to minimize contact. Following the September 25<sup>th</sup> instructions from the health unit active screening and attendance tracking for staff has been put in place. Since opening for appointments, screening questions and attendance tracking has been in place for visitors to the office.

No complaints have been received by staff regarding the current method of operation and the level of service being provided. Three tax installment dates have passed without issue and planning matters and building permits that require interaction with applicants have been proceeding unhindered.

Based on the above, it is my recommendation that the office remain open by appointment only, and that staff continue to monitor the requirements and recommendation of public health officials and revisit the decision at a later date.

#### **Bluevale Hall**

The Bluevale hall remains closed, but some outdoor events have been allowed to proceed. Staff will stay in contact with the Board regarding reopening.

### **Council Meetings**

It is my recommendation that Council continue with the electronic meeting format and revisit the decision at a later date.

#### **Others Consulted:**

None.

Respectfully submitted,

Trevor Hallam



Prepared by: Trevor Hallam

Date: November 3<sup>rd</sup> 2020

Subject: Successful SLED Application

#### Recommendation:

For information only.

#### Background:

At the September 1<sup>st</sup> meeting of Council, staff reported on an application that had been made to the SLED (Supporting Local Economic Development) grant program administered by the Huron County Economic Development Department. Council passed a resolution in support of the application at that meeting.

SLED is a focused program designed to help fund projects targeting key regional economic development priorities: workforce attraction, agriculture, tourism, and investment attraction.

The application made was for a Morris-Turnberry administered program to partially offset costs to new and existing developments that must connect to sanitary sewer and water services. At the time of connecting, landowners and developers are required to pay certain capital connection fees. The intent of the project is to incentivize and attract development to industrial and commercial properties in Morris-Turnberry.

On October 29<sup>th</sup>, staff received confirmation that Morris-Turnberry's application was successful (correspondence attached). Staff will now begin the work of establishing and administering the program. Eligible businesses and developers will be given the opportunity to apply to Morris-Turnberry to have a portion of the capital connection fees for new connections offset by the Municipality. Businesses and developers that apply to Morris-Turnberry will be required to prove that through connecting to services they will be able to grow the workforce and/or bring increased economic activity to the area.

#### **Others Consulted:**

None.

Respectfully submitted,

Trevor Hallam



#### ECONOMIC DEVELOPMENT DEPARTMENT

Address: 57 Napier Street. Goderich, Ontario N7A 1W2

**Phone**: (519) 524-8394, Ext 6

Email: economicdevelopment@huroncounty.ca
Website: www.huroncounty.ca/economic-development

October 23, 2020

Municipality of Morris-Turnberry PO Box 310, 41342 Morris Rd Brussels, ON, NOG 1H0

To Trevor Hallam, CAO:

This letter is to confirm that we have received the Municipality of Morris-Turnberry 2020 SLED application.

We are excited about your project to establish an incentive to businesses to develop in Morris-Turnberry by off-setting costs associated with connecting to services. The Project has been approved as it meets criteria 1-4 and 5d. Thank you for your economic development leadership and innovation in our communities.

The application has been approved for \$10,000 in funding as requested subject to:

- (1) the project, in its entirety as outlined in the application, is completed no later than December 31, 2021 (no extensions will be granted for the SLED program); and
- (2) an accepted final report is submitted to the Program Administrator by December 31, 2021.

If you have any questions please free to contact me.

Kind Regards,

Cody Joudry

Cody Joudry

SLED Program Administrator

**Huron County Economic Development** 

54 West St.

Goderich, ON

N7A 2K3



Prepared by: Trevor Hallam

Date: November 3<sup>rd</sup> 2020

Subject: Permanent Closure and Disposition of

**Chestnut Street** 

#### **Recommendation:**

That Council consider by-law 39-2020, being a by-law to stop up and close a portion of the road allowance known as Chestnut Street and authorize the sale thereof.

#### Background:

In closed session at the September 17<sup>th</sup> meeting of Council, staff reported on emerging issues regarding Chestnut Street, north of Brussels. The street intersects with Turnberry Street and the open portion is 155 feet long, the depth of the adjoining lots. The lot to the north has a house and an entrance onto Chestnut street, and the lot to the south is vacant. The property to the west is farmland and is zoned D - Development.

Chestnut street poses a great expense to the municipality for maintenance, as it is not connected to any other Morris-Turnberry roads, and it requires a dedicated trip to conduct any maintenance or snow removal. To mitigate the expense, in recent years the landowner to the north who has the sole entrance onto Chestnut Street has been contracted by the Municipality for snow removal. The same landowner also owns the lot to the south of Chestnut Street.

Direction was given to staff at the September 17<sup>th</sup> meeting to initiate the process to stop up, close and dispose of the portion of Chestnut Street in question. Following consultation with the adjacent landowner and Huron East staff, an easement was surveyed onto the subject property to provide for future servicing to any development that may happen in the future on the property behind the residential lots that front onto Turnberry Street. That property also has access at its north and south ends, and following discussions with the planning department it was determined that losing the access to the middle of the property by closing Chestnut Street would not create any issues for access if any future development should occur.

Under Morris-Turnberry's Land Sale Policy, Chestnut Street is defined as non-viable land. The policy for its disposal was followed accordingly. In accordance with the Notice Policy, notice of Council's intent to consider a by-law to permanently stop up and close Chestnut Street was published in the Citizen on August 6<sup>th</sup>.

Staff first reported on and presented By-Law 39-2020 for consideration at the September 1<sup>st</sup> meeting of Council. In advance of the publication of the agenda for that meeting, no comments or inquiries were received by staff.

On August 31<sup>st</sup> Huron East staff brought forward comments regarding the layout of the easement. Council deferred consideration of the by-law until such time as Huron East and Morris-Turnberry staff could work together to address any concerns. Pursuant to section 4 of the municipality's Notice By-Law, it was announced that consideration of the by-law would take place at the November 3<sup>rd</sup> meeting of Council.

Incorporating comments from Huron East Staff, the easement has been amended and a new reference plan deposited. By-Law 39-2020, if passed by Council, will stop up and permanently close Chestnut Street once registered at the land registry office. It also authorizes the sale of the closed road allowance to the adjacent land owner, and requires that it be merged with the property to the north.

#### Others Consulted:

Mike Alcock, Director of Public Works Jenn Burns, Huron County Planner Craig Metzger, Huron County Senior Planner Brad Knight, CAO Huron East Barry Mills, Director of Public Works, Huron East Joan Krantz, Krantz Law

Respectfully submitted,

Trevor Hallam



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

#### BY-LAW NO. 39-2020

Being a by-law to stop up and close a portion of the road allowance known as Chestnut Street and authorize the sale thereof.

**WHEREAS** Section 34(1) of the Municipal Act 2001, S.O. 2001, c. 25 provides that a by-law permanently closing a highway does not take effect until a certified copy of the by-law is registered in the proper land registry office;

**AND WHEREAS** it is deemed expedient and in the interest of the Corporation of the Municipality of Morris-Turnberry, hereinafter referred to as the Municipality, that the part of Chestnut Street described in schedule 'A' attached hereto and forming part of this by-law, hereinafter referred to as the subject lands, be permanently closed, stopped up and sold;

**AND WHEREAS** in accordance with by-law 89-2019 of the Municipality, notice of the permanent closure of the subject lands was published in The Citizen on August  $6^{th}$ , 2020;

**AND WHEREAS** the subject lands are deemed to be non-viable property, as defined by by-law 88-2019 of the Municipality, and are exempt from the declaration, notice and valuation provisions thereof.

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

- 1. The part of Chestnut Street described in Schedule 'A' attached hereto and forming part of this by-law is hereby stopped up and closed as a public highway.
- 2. That upon the coming into force and effect of this by-law the soil and freehold of the public highway stopped up and closed by this by-law shall be sold to the persons listed in Schedule 'B', attached hereto and forming part of this by-law, for the price of \$1.00 plus costs;
- 3. That upon sale, an 'Application to Consolidate Parcels be registered on title to consolidate the subject lands to the property listed in Schedule 'B'
- 4. That the Mayor and Clerk of the Municipality are hereby authorized to execute such deeds or other documents as may be necessary to effect the conveyance of the land as described herein;
- 5. That this by-law will come into full force and effect upon its registration in the proper land registry office.

Read a FIRST and SECOND time this 3<sup>rd</sup> day of November 2020

Read a THIRD time and FINALLY PASSED this 3<sup>rd</sup> day November 2020

Mayor, Jamie Heffer
wiayor, Jaillie Heffer

#### Schedule 'A'

The Subject Lands being described as:

PART OF CHESTNUT STREET, PLAN 100, MORRIS, BETWEEN LOT 475 AND LOT 476, PLAN 100, MORRIS, BEING PART 3, PLAN 22R-2459, MUNICIPALITY OF MORRIS-TURNBERRY, COUNTY OF HURON, AND BEING PART OF PIN 41338-0099 (LT),

RESERVING AN EASEMENT IN GROSS IN FAVOUR OF THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY OVER THAT PART OF THE SUBJECT LANDS BEING PART 1, PLAN 22R-6908, AND PART 1 PLAN 22R-6922

## Schedule 'B'

Subject Lands to be sold to:

Anthony Lawrence Peachey or current registered owner of the lands set out below in PIN 41338-0094 (LT)

Subject Lands to be consolidated with: LOT 476, PLAN 100, MORRIS; MUNICIPALITY OF MORRIS-TURNBERRY, COUNTY OF HURON, BEING PIN 41338-0094 (LT)



October 23, 2020

Mary Lynn MacDonald Ausable Bayfield Maitland Valley Source Protection Region 71108 Morrison Line, RR 3 Exeter, ON N0M 1S5 mmacdonald@abca.ca

Attn: Mary Lynn

#### RE: Municipal Representative Appointment- P. Heffer

Please be advised that the Council of the Township of North Huron at their Regular Council meeting held October 19, 2020 adopted Resolution M342/20 appointing Councillor Paul Heffer as the municipal representative for the central grouping on the Maitland Source Water Protection Authority Board.

Please send all correspondence and meeting notices directly to Councillor Paul Heffer, P.O. Box 1422, Wingham, ON NOG 2W0; <a href="mailto:pheffer@northhuron.ca">pheffer@northhuron.ca</a>

Should you have any questions or require additional information concerning this matter, I may be contacted at the North Huron Municipal Office.

Regards,

Carson Lamb, Clerk

Township of North Huron

C.c.: Dwayne Evans, CAO, Township of North Huron

Brad Knight, CAO/Clerk, Municipality of Huron East

Trevor Hallam, CAO/Clerk, Municipality of Morris Turnberry

Councillor Paul Heffer, Township of North Huron Phil Beard, Maitland Valley Conservation Authority



October 21, 2020

Trevor Hallam, CAO/Clerk Municipality of Morris-Turnberry P.O. Box 310 41342 Morris Road Brussels, ON NOG 1HO

Email delivery: <a href="mailto:thallam@morristurnberry.ca">thallam@morristurnberry.ca</a>

Dear Mr. Hallam

#### Re: Green's Meat Market-Services/Cross Border Servicing Agreement Status

At their October 19, 2020 regular meeting, North Huron Council discussed your October 8, 2020 correspondence. Morris-Turnberry has requested permission to allow the Green's Meat Market house to connect to North Huron's services at the curb stop. The request indicates that the curb stop would remain turned off. There are some circumstances surrounding this request which must first be clarified as it relates to your October 8, 2020 correspondence.

On June 26, 2020 a North Huron employee was driving by Green's Meat Market and observed a contractor digging a trench between the house and the road. The employee reported the digging to the then Director of Public Works. The Director subsequently notified the contractor that no connection to North Huron's services was allowed.

On June 30, 2020, the Director received a connection request application from Mr. Green. The Director also learned that the contractor was scheduled to be on site that same day to run the line from the house to the service connection at the property line. The service connection was run to the property line from the North Huron system as part of the Industrial Land Strategy project completed in 2018. According to his notes, the Director clearly informed the contractor that no physical connection to the North Huron system is permitted until such time as the request is approved by the Council of North Huron. The Director also instructed VEOLIA that the connection is not to proceed until direction is given from the municipality. In his notes, the Director also states that he received a call from yourself later that same day. You called to discuss the connection request. The notes state that the Director informed you that he would be forwarding the application and information to CAO, Reeve and Deputy Reeve and await direction. No permission to connect to North Huron's system was granted.

As Morris-Turnberry is aware, all connection requests require Council approval. It is discerning to suggest a decision regarding a connection request would be made the same day that it was received. It is also discerning that dialogue with staff in another municipality did not occur through the CAO.

P.O. Box 90, 274 Josephine Street, Wingham, Ontario N0G 2W0 Phone: 519-357-3550 Fax: 519-357-1110 On numerous occasions and in advance of this most recent request, Morris-Turnberry has been advised in writing that North Huron Council passed a motion deferring all connection requests until such time as a new agreement has been reached with Morris-Turnberry. It is unknown who informed Mr. Green that a physical connection to North Huron's system was permitted.

At their October 19, 2020 meeting, North Huron Council confirmed that no physical connection to North Huron's system is permitted, regardless of whether the curb stop remained shut off. Council confirmed their previous motion that connection requests are deferred until a new agreement is reached with Morris-Turnberry.

With respect to the excavation that remains open, this excavation took place with knowledge of North Huron's Council's previous motion. North Huron appreciates and understands the health and safety risks associated with the excavation remaining open and accepts no responsibility or liability for the risks involved. Mr. Green is a Morris-Turnberry ratepayer and it seems advisable that Morris-Turnberry would want to mitigate this risk.

In an email dated September 22, 2020, you inquired about a CAO meeting to discuss how to move the Cross Border agreement forward. In my response dated September 23, 2020, I advised that North Huron has presented several offers for Morris-Turnberry's consideration and feedback. The offers were criticized and no compromise or counter offers were presented for North Huron's consideration. The offers were designed around Morris-Turnberry bearing responsibility for future growth within their own municipality or giving North Huron the opportunity to facilitate economic development for the region. North Huron ratepayers currently bear all of the financial responsibility and liability for the development of boundary properties in Morris-Turnberry due to Morris-Turnberry's unwillingness to account for their future growth. Morris-Turnberry previously advised North Huron that no new connections would be required to service Morris-Turnberry properties. A few months later and this most recent request demonstrate that Morris-Turnberry has not taken its' future growth into consideration.

In our letter dated May 14, 2020, North Huron expressed an interest in acquiring the lands on the south side of Highway 86 from the intersection of Highway 4 and 86 to the east property line of the airport. In exchange for the transfer of these lands to North Huron, Council expressed support, in principle, to the signing of the Cross Border Agreement with a capacity allocation of 30 cubic metres each of water and sanitary to Morris-Turnberry properties and relinquishing Schedule F. Morris-Turnberry declined the offer however, no counter proposals were provided. Based on preliminary financial calculations, it is suggested that the proposed offer benefits Morris-Turnberry.

If you have new or additional information you would like to discuss, please let me know. In the absence of new information, feedback, or a counter proposal, the Council of the Township of North Huron's stance remains as follows:

- North Huron owns and operates the services. North Huron will only provide services to Morris-Turnberry in return for fair compensation and accountability for future growth;
- As North Huron owns the services, it continues to primarily remain a detriment to Morris-Turnberry if a cross border servicing agreement cannot be reached, not North Huron; and
- North Huron will continue to defer all cross border service connection requests until a new cross border servicing agreement can be reached.

In the meantime and as stated in my September 23, 2020 email, North Huron is starting to work on its 2021 budget. Can you please advise whether it is Morris-Turnberry's intention is to maintain its financial contributions towards North Huron's other services. As of the date of this letter, no response to my email has been received.

I kindly request this correspondence be placed on your next agenda for Council's consideration and response.

Respectfully,

Dwayne Evans

CAO

c.c. Mayor Jamie Heffer, Morris-Turnberry
Deputy Mayor Sharen Zinn, Morris-Turnberry
Councillor Jim Nelemans, Morris-Turnberry
Reeve Bailey, North Huron
Deputy Reeve Seip, North Huron
Councillor van Hittersum, North Huron

Join the Community Spaces, Faith Places Rural Virtual Conference on **November 24th, 10 am-12 pm EST.** Come learn about the impact of faith-building closures on nonprofit & community groups & help us take action to take to build stronger, more resilient communities. **Register at** <u>bit.ly/CommunitySpaceFaithPlace</u>

#### #NoSpaceForCommunity

Estimates suggest that 1/3 of Canada's faith buildings could be in danger of closing. The United Church of Canada reports one building closing a week while the Anglican denomination forecasts a trendline toward a complete loss of members around 2040. With the funding support of the Ontario Trillium Foundation and the City of Toronto, a collaborative team of institutional members designed and executed this survey & report to learn more about the impact of faith-building closures on nonprofit and community groups at a local level and now the conversation continues in this virtual conference.

This Virtual Conference will dive deep into the data collected in the Community Space, Faith Place, or No Space for Community two-year study, with a focus on Huron County and Rural Ontario. The Community Spaces, Faith Places virtual conference will discuss community and not for profit usage of faith buildings and how municipalities, communities, and individuals stop the loss of Faith Building infrastructure in our communities.

Join the conversation on how faith places are invisible infrastructure in rural communities and help frame what actions to take to create stronger, more resilient communities.



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# **Annual Conference**

## **ROMA 2021 Annual General Meeting and Conference**

ROMA: Connecting Rural Ontario

January 25<sup>th</sup>-26<sup>th</sup>, 2021

#### **A Virtual Event**

The ROMA Board invites rural municipal leaders to join them at *ROMA: Connecting Rural Ontario*, January 25-26, 2021.

Rural Ontario knows the importance of connection. This year, connection is more vital than ever. The ROMA Conference is the key opportunity for rural municipal leaders to connect with colleagues, the Provincial Government, and industry experts.

The ROMA Annual Conference is also your opportunity to get updated on issues impacting rural communities. This year, the program will include topics such as:\*

- Broadband
- Flooding
- Seniors' services and aging in rural communities
- Community Safety and Well-Being Plans
- Waste: full producer responsibility
- OPP matters
- Municipal impact of cannabis growing
- Digital government and virtual meetings
- Community paramedicine
- Implicit and explicit bias

Delegates will also hear from provincial leaders, have the opportunity to ask the experts at the Michael J. Smither Panel, and learn from political commentator, Chantal Hébert.

Register today to ensure your spot: roma.on.ca

\*topics are subject to change

Keep up to date with the rural municipal voice of the province, on social media.



D.III. O. (				2020				2019	
Billing Categ	ories								
traditional crime	ies below do not match e groupings)	July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours
Violent	Attempted Murder	0	1	15.9	15.9	0	0		0.0
Criminal Code	Sexual Assault	0	3	15.9	47.7	0	3	15.9	47.7
	Assault With Weapon or Causing Bodily Harm-Level 2	1	2	15.9	31.8	0	1	15.9	15.9
	Assault-Level 1	1	3	15.9	47.7	3	7	15.9	111.3
	Discharge Firearm with Intent	1	1	15.9	15.9	0	0		0.0
	Assault Peace Officer	0	0		0.0	1	1	15.9	15.9
	Forcible confinement	1	1	15.9	15.9	0	0		0.0
	Robbery - Other	0	1	15.9	15.9	0	0		0.0
	Criminal Harassment	0	0		0.0	1	1	15.9	15.9
	Indecent/Harassing Communications	0	1	15.9	15.9	1	3	15.9	47.7
	Utter Threats -Master code	0	1	15.9	15.9	0	0		0.0
	Utter Threats to Person	1	2	15.9	31.8	0	1	15.9	15.9
	Total	5	16	15.9	254.4	6	17	15.9	270.3
Property	Break & Enter	1	14	6.8	95.2	4	12	6.8	81.6
Crime Violations	Theft Over - Farm Equipment	0	0		0.0	0	1	6.8	6.8
	Theft Over - Trailers	0	1	6.8	6.8	0	0		0.0
	Theft of Motor Vehicle	1	3	6.8	20.4	2	3	6.8	20.4
	Theft of - Automobile	0	1	6.8	6.8	0	1	6.8	6.8
	Theft of - Trucks	0	1	6.8	6.8	0	3	6.8	20.4
	Theft of - All Terrain Vehicles	0	1	6.8	6.8	0	1	6.8	6.8
	Theft of - Farm Vehicles	1	2	6.8	13.6	0	0		0.0
	Theft under - Farm Agricultural Livestock	0	0		0.0	1	1	6.8	6.8
	Theft under - Building	0	1	6.8	6.8	0	0		0.0
	Theft under - Other Theft	0	1	6.8	6.8	2	5	6.8	34.0
	Theft Under - Mine Equipment/Property	0	1	6.8	6.8	0	0		0.0
	Theft FROM Motor Vehicle Under \$5,000	2	3	6.8	20.4	0	0		0.0
	Possession of Stolen Goods over \$5,000	0	0		0.0	0	2	6.8	13.6



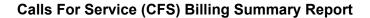
D:::: O-4				2020		2019				
Billing Categ (Billing categori traditional crime	ies below do not match	July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours	
Property Crime	Possession of Stolen Goods under \$5,000	0	0		0.0	0	1	6.8	6.8	
Violations	Fraud -Master code	0	2	6.8	13.6	0	0		0.0	
	Fraud - Forgery & Uttering	1	2	6.8	13.6	0	1	6.8	6.8	
	Fraud - Fraud through mails	0	1	6.8	6.8	0	0		0.0	
	Fraud -Money/ property/security > \$5,000	0	1	6.8	6.8	0	0		0.0	
	Fraud -Money/ property/security <= \$5,000	0	3	6.8	20.4	1	3	6.8	20.4	
	Fraud - Other	2	6	6.8	40.8	5	7	6.8	47.6	
	Breach of Trust (fraud-corruption)	0	1	6.8	6.8	0	0		0.0	
	Mischief - master code	4	7	6.8	47.6	4	7	6.8	47.6	
	Property Damage	0	1	6.8	6.8	1	1	6.8	6.8	
	Total	12	53	6.8	360.4	20	49	6.8	333.2	
Other Criminal Code Violations	Offensive Weapons- Possession of Weapons	0	0		0.0	1	1	7.9	7.9	
(Excluding traffic)	Offensive Weapons- Other Offensive Weapons	0	1	7.9	7.9	0	0		0.0	
	Offensive Weapons- Other Weapons Offences	0	0		0.0	0	1	7.9	7.9	
	Breach of Firearms regulation -unsafe storage	0	1	7.9	7.9	0	0		0.0	
	Bail Violations - Fail To Comply	2	4	7.9	31.6	0	1	7.9	7.9	
	Bail Violations - Others	0	0		0.0	0	2	7.9	15.8	
	Disturb the Peace	0	1	7.9	7.9	0	0		0.0	
	Child Pornography - Possess child pornography	0	0		0.0	1	1	7.9	7.9	
	Child Pornography - Other	1	1	7.9	7.9	0	0		0.0	
	Breach of Probation	0	1	7.9	7.9	0	0		0.0	
	Public mischief - mislead peace officer	0	1	7.9	7.9	0	0		0.0	
	Utter Threats to damage property	0	0		0.0	0	1	7.9	7.9	
	Total	3	10	7.9	79.0	2	7	7.9	55.3	



			- Gu	-	terriber - 2020			2010	
Billing Cate				2020				2019	
traditional crim	ries below do not match ne groupings)	July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours
Drug Possession	Possession - Methamphetamine (Crystal Meth)	0	0		0.0	0	1	6.4	6.4
	Drug related occurrence	0	0		0.0	0	1	6.4	6.4
	Total	0	0		0.0	0	2	6.4	12.8
Drugs	Trafficking Other Controlled Drugs and Substance Act	0	1	37.0	37.0	0	0		0.0
	DRUG Operation - Commercial Grow [Indoor]	0	1	37.0	37.0	0	0		0.0
	Total	0	2	37.0	74.0	0	0		0.0
Statutes &	Landlord/Tenant	9	18	3.3	59.4	0	1	3.3	3.3
Acts	Mental Health Act	3	6	3.3	19.8	0	5	3.3	16.5
	Mental Health Act - No contact with Police	0	1	3.3	3.3	0	1	3.3	3.3
	Mental Health Act - Attempt Suicide	0	1	3.3	3.3	1	1	3.3	3.3
	Mental Health Act û Threat of Suicide	1	4	3.3	13.2	1	1	3.3	3.3
	Mental Health Act - Voluntary Transport	0	0		0.0	0	1	3.3	3.3
	Mental Health Act - Placed on Form	1	1	3.3	3.3	0	2	3.3	6.6
	Trespass To Property Act	5	11	3.3	36.3	0	2	3.3	6.6
	Total	19	42	3.3	138.6	2	14	3.3	46.2
Operational	Animal Rabid	0	0		0.0	0	1	3.6	3.6
	Animal Stray	2	2	3.6	7.2	1	2	3.6	7.2
	Animal Injured	1	4	3.6	14.4	0	3	3.6	10.8
	Animal - Other	0	1	3.6	3.6	0	3	3.6	10.8
	Animal - Dog Owners Liability Act	1	1	3.6	3.6	0	0		0.0
	Alarm -Others	0	0		0.0	0	1	3.6	3.6
	Domestic Disturbance	6	13	3.6	46.8	5	9	3.6	32.4
	Suspicious Person	5	14	3.6	50.4	11	19	3.6	68.4
	Phone -Master code	0	1	3.6	3.6	0	0		0.0
	Phone -Nuisance - No Charges Laid	1	3	3.6	10.8	0	0		0.0
	Phone -Other - No Charges Laid	0	0		0.0	0	2	3.6	7.2
	Fire - Building	1	3	3.6	10.8	0	1	3.6	3.6
	Fire - Vehicle	0	1	3.6	3.6	0	1	3.6	3.6



Dilling Cata	aorioo			2020 2019						
Billing Catego (Billing catego traditional crin	ries below do not match	July to	Year to	Time	Year To Date		July to	Year to	Time	Year To Date
Operational	Fire - Other	September 1	Date 2	Standard 3.6	Weighted Hours 7.2	5	September 1	Date 1	Standard 3.6	Weighted Hours 3.6
Орегацина	Insecure Condition - Others	0	1	3.6	3.6		0	0	3.0	0.0
	Missing Person under 12	0	0		0.0		0	1	3.6	3.6
	Missing Person 12 & older	2	4	3.6	14.4		0	0		0.0
	Missing Person Located Under 12	0	0		0.0		0	1	3.6	3.6
	Missing Person Located 12 & older	0	0		0.0		0	1	3.6	3.6
	Noise Complaint - Master code	1	3	3.6	10.8		1	1	3.6	3.6
	Noise Complaint - Residence	0	0		0.0		1	2	3.6	7.2
	Noise Complaint - Others	0	0		0.0		1	2	3.6	7.2
	Accident - non-MVC -Master code	1	1	3.6	3.6		0	0		0.0
	Accident -non MVC - Others	0	0		0.0		1	1	3.6	3.6
	Found Property - Master code	1	1	3.6	3.6		0	0		0.0
	Found - License Plate	0	0		0.0		0	1	3.6	3.6
	Found - Computer, parts & accessories	0	0		0.0		0	1	3.6	3.6
	Found-Bicycles	0	0		0.0		1	1	3.6	3.6
	Found-Others	0	2	3.6	7.2		1	2	3.6	7.2
	Lost Property - Master code	1	3	3.6	10.8		0	0		0.0
	Sudden Death - Suicide	0	1	3.6	3.6		0	0		0.0
	Sudden Death - Natural Causes	1	1	3.6	3.6		0	0		0.0
	Sudden Death - Others	0	1	3.6	3.6		0	0		0.0
	Suspicious Vehicle	2	10	3.6	36.0		6	15	3.6	54.0
	Trouble with Youth	0	2	3.6	7.2		1	10	3.6	36.0
	Medical Assistance - Master code	1	1	3.6	3.6		0	0		0.0
	Vehicle Recovered - Automobile	0	0		0.0		0	2	3.6	7.2
	Vehicle Recovered - Trucks	0	0		0.0		0	2	3.6	7.2
	Unwanted Persons	1	2	3.6	7.2		0	1	3.6	3.6
	Neighbour Dispute	0	1	3.6	3.6		0	1	3.6	3.6





#### Municipality of Morris-Turnberry July to September - 2020

D.III. O 1				2020		2019				
Billing Category (Billing category traditional crim	ries below do not match	July to September	Year to Date	Time Standard	Year To Date Weighted Hours	July to September	Year to Date	Time Standard	Year To Date Weighted Hours	
Operational	Other Municipal By- Laws	0	0		0.0		1 2	3.6	7.2	
	Assist Fire Department	0	0		0.0		0 2	3.6	7.2	
	Assist Public	6	19	3.6	68.4		3 12	3.6	43.2	
	Distressed/Overdue Motorist	0	1	3.6	3.6		0 0		0.0	
	Family Dispute	2	4	3.6	14.4		2 4	3.6	14.4	
	Protest - Demonstration	0	1	3.6	3.6		0 0		0.0	
	Total	37	104	3.6	374.4	3	7 108	3.6	388.8	
Operational2	False Alarm- Malfunction	0	0		0.0		1 2	1.3	2.6	
	False Alarm -Others	4	9	1.3	11.7		5 7	1.3	9.1	
	False Alarm - Cancelled	0	0		0.0		0 2	1.3	2.6	
	Keep the Peace	12	23	1.3	29.9		8 13	1.3	16.9	
	911 call / 911 hang up	1	6	1.3	7.8		4 25	1.3	32.5	
	911 hang up - Pocket Dial	0	1	1.3	1.3		5 7	1.3	9.1	
	911 call - Dropped Cell	0	2	1.3	2.6	1	0 13	1.3	16.9	
	Total	17	41	1.3	53.3	3	3 69	1.3	89.7	
Traffic	MVC - Personal Injury (MOTOR VEHICLE COLLISION)	0	1	3.4	3.4		0 2	3.4	6.8	
	MVC - Prop. Dam. Non Reportable	2	15	3.4	51.0		1 15	3.4	51.0	
	MVC - Prop. Dam. Reportable (MOTOR VEHICLE COLLISION)	6	31	3.4	105.4	1	2 36	3.4	122.4	
	MVC - Prop. Dam. Failed to Remain (MOTOR VEHICLE COLLISION)	1	1	3.4	3.4		1 2	3.4	6.8	
	MVC - Fatal (MOTOR VEHICLE COLLISION)	1	1	3.4	3.4		0 0		0.0	
	MVC - Others (MOTOR VEHICLE COLLISION)	1	4	3.4	13.6		0 0		0.0	
	Total	11	53	3.4	180.2	1	4 55	3.4	187.0	
Total		104	321		1,514.3	11	4 321		1,383.3	

#### **Note to Detachment Commanders:**

• The content of each report is to be shared by the Detachment Commander only with the municipality for which it was generated.



#### Municipality of Morris-Turnberry July to September - 2020

The municipality may treat this as a public document and distribute it as they wish.

- All data is sourced from the Niche RMS application. Included are 'reported' occurrences (actuals and unfounded occurrences) for 'billable' occurrences ONLY. Data is refreshed on a weekly basis.
- The Traffic category includes motor vehicle collision (MVC) occurrences entered into Niche (UCR code 8521). MVCs are NOT sourced from the eCRS application for this report.
- Only the primary violation is counted within an occurrence.
- Time standards displayed are for the 2017 billing period.

#### **Note to Municipalities:**

- Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continues to investigate and solve crime.
- This report is NOT to be used for crime trend analysis as not all occurrences are included.
- Data groupings within this report do not match traditional crime groupings seen in other public reports such as the OPP Police Services Board reports or Statistics Canada reporting.



#### THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

#### NOTICE OF PUBLIC HEARING

PURSUANT TO SECTION 45 OF THE PLANNING ACT, R.S.O. 1990

#### MINOR VARIANCE APPLICATION FILE# MV04-2020

LOCATION: 42858 Brandon Road

Grey Ward, Concession 7, Lot 3, Municipality of Huron East

OWNER: Scott Cardiff

ROLL NUMBER: 4040 420 007 00300

**TAKE NOTICE** that the Municipality of Huron East Committee of Adjustment will hold a public meeting on: <u>Tuesday, November 3, 2020 at 7:00 p.m.</u> in the Seaforth and District Community Centre at 122 Duke Street in Seaforth, to consider a proposed minor variance under Section 45 of the Planning Act (RSO 1990), as described below and shown on the attached map.

**BE ADVISED** the Municipality of Huron East considered this application complete on October 13, 2020.

#### **PURPOSE AND EFFECT:**

The subject property is zoned General Agriculture (AG1) and NE2 (Natural Environment) on Key Map 5 of the Huron East Zoning By-law.

The purpose of this application is to permit reduced Minimum Distance Separation (MDS) for a new proposed house to three neighbouring livestock barns on Brandon Road.

#### **PROPOSED MINOR VARIANCE:**

Four minor variances are being requested for this development:

- To reduce the Minimum Distance Separation setback from 634 metres to 429 metres (barns to the west of the subject property)
- To reduce the Minimum Distance Separation setback from 346 metres to 121 metres for the barn, and from 477 metres to 252 metres for the manure storage (barn to the south of the subject property)
- To reduce the Minimum Distance Separation setback from 496 metres to 409 metres (barn to the southeast of the subject property)

#### **EXISTING ZONING BY-LAW PROVISIONS:**

Section 4.5 of the Huron East Zoning By-law states that all new residential uses and structures in the agricultural area must comply with Minimum Distance Separation setbacks to neighbouring livestock barns and operations.

OWNER: Scott Cardiff

MINOR VARIANCE FILE MV04-2020

ROLL NUMBER: 4040 420 007 00300

**PUBLIC HEARING** – you are entitled to attend this public hearing in person to express your views about this application or you may be represented by counsel for that purpose. If you are aware of any person interested in or affected by this application who has not received a copy of this notice, you are requested to inform that person of this hearing. If you wish to make written comments on this application, they may be forwarded to the secretary-treasurer of the committee at the address shown below.

Please note that comments and opinions submitted on these matters, including the originator's name and address, become part of the public record and may be viewed by the general public and may be published in a Planning Report, Council Agenda or Council Minutes.

**FAILURE TO ATTEND** – If you do not attend at the hearing, it may proceed in your absence and, except as otherwise provided in the Planning Act, you will not be entitled to any further notice in the proceedings.

**NOTICE OF DECISION** – If you wish to be notified of the decision of the Committee of Adjustment in respect of this application, you must submit a written request to the Committee of Adjustment. This will also entitle you to be advised of a possible Local Planning Appeal Tribunal hearing in the event the decision on this application is appealed.

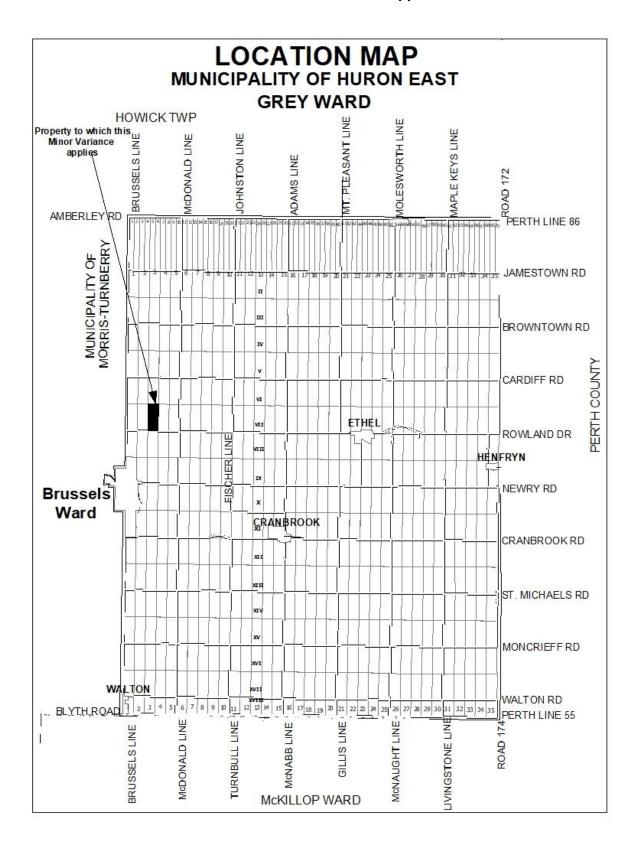
**ADDITIONAL INFORMATION** relating to the proposed minor variance is available for inspection between 8:30 a.m. and 4:30 p.m. at the Clerk's office.

DATED AT THE MUNICIPALITY OF HURON EAST THIS 19th DAY of OCTOBER 2020.

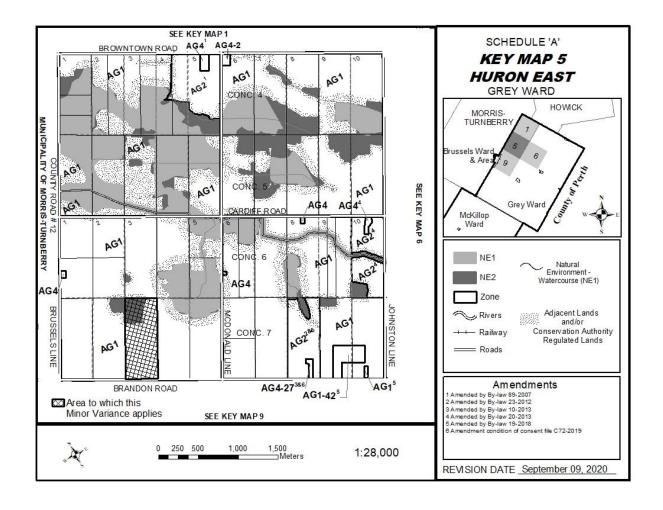
Brad Knight, CAO/Clerk, Municipality of Huron East 72 Main Street South, PO Box 610, Seaforth, Ontario N0K 1W0

Phone: 519-527-0160 or Toll Free 1-888-868-7513

## **Location of the Minor Variance Application**



**OWNER: Scott Cardiff** 







Municipality of Morris-Turnberry

Royal Canadian Legion Branch 218 P.O. 128 Brussels, Ontario N0G 1H0 Tel: 519-887-6562 Fax: 226-889-1018

Email: legion218@ezlink.ca

#### Dear Sir/Madam:

I am writing seeking your support for our annual Remembrance Day ceremony and your consideration to purchase a wreath. This year with the threat of COVID we will be unable to have the wreaths laid at the Cenotaph. We are planning to have most of the wreaths placed prior to the service and then we will address all the wreaths during the ceremony. We are hoping to show the ceremony live on our facebook page for easy viewing from the safety of your home/workplace. Please circle size requested:

**LARGE WREATH \$70** 

**SMALL WREATH \$55** 

CROSS \$50

NAME TO APPEAR ON WREATH_	
CONTACT NUMBER	

Payment can be made by cash or cheque. Please make cheques payable to "RCL: Br. 218 Poppy Fund". Please return forms with payment no later than November 6, 2020. The forms can be dropped off at the Legion Branch after 4pm Thursday or Friday or mailed to: Br. 218 Poppy Fund c/o Sandra Brown, Box 128, Brussels, N0G 1H0

The cenotaph service commences at 10:45 sharp with only Legion members asked to attend and self distance for the service. There will be no parade following the service. There will be no church service and there will be no lunch following the service. We want all to stay safe as we take time to remember those who gave the ultimate sacrifice for our freedom. Veterans still need our help and COVID should not stop us from giving.

I thank you for your support in the Poppy campaign and Acts of Remembrance.

Yours in Comradeship

Sandra Brown Poppy Chairman

Br. 218 Brussels Cell: 519-440 -9703

"Lest We Forget"

1 Courthouse Square Goderich, Ontario N7A 1M2 www.HuronCounty.ca huronadmin@huroncounty.ca

Phone: 519.524.8394 Toll Free: 1.888.524.8394



FOR IMMEDIATE RELEASE October 22, 2020

SPOKESPERSON: Jim Ginn, Warden 519.524.8394 x3224 warden@huroncounty.ca

#### Child care professionals play an important role in Huron County's economy

**Huron County, Ontario** – October 22 is the 20<sup>th</sup> annual Child Care Worker & Early Childhood Educator Appreciation Day in Ontario. There are approximately 220 Early Childhood Educators and Child Care workers who are providing care and education in a licensed child care centre or an approved Huron County Home Child Care home. The County of Huron would like to recognize and thank all Early Childhood Educators (ECEs), staff of child care centres, and Home Child Care providers for the commitment, hard work and education provided to the youngest citizens of Huron County.

"The work that each of you engage in every day is helping to build the foundation of lifelong learning for young children in our community," said Barbara Hall, Director of the County of Huron's Social and Property Services department.

This year has brought forward some extraordinary challenges to all sectors of the local community, including child care. In March 2020, all licensed child care centres were mandated to close, with the exception of licensed home child care. Many Huron County home child care providers remained open and ECEs returned to work to provide emergency child care in a safe and welcoming environment for children whose parents/caregivers were essential workers.

As the province began gradually re-opening, many local businesses were permitted to re-open their doors. ECEs and home child care providers were dedicated to putting all necessary health and safety protocols in place to be able to welcome children back into caring learning environments so their parents/caregivers could return to work.

This year's theme for Child Care Worker and Early Childhood Education appreciation day is **Rising Up!** The Child Care sector has faced many challenges this year, but ECEs and providers were able to embrace these difficulties and continue to welcome children into their centres and homes with open arms. The educators and providers have risen to the challenge and are now **Rising Up** to call for better wages and support for the sector. Each year, the day is proclaimed by municipalities and school boards across Ontario and marked in hundreds of child care centres. (www.childcareontario.org)

"Early Childhood Educators provide an essential service and shape the lives of our young children," said Warden Jim Ginn. "The County of Huron would like to recognize, appreciate, and advocate for our child care providers. Take a moment to give thanks and recognition to the amazing Early Childhood Educators and child care workers in our local communities. It may only take a moment of your time, yet be long remembered by our child care professionals."

For more information on the County of Huron's Children's Services, visit https://www.huroncounty.ca/childrens-services/.

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Huron County continues to urge all residents to practice physical distancing and proper hygiene protocols outlined by the <u>Provincial Medical Officer of Health</u>. Stay informed on the Coronavirus (COVID-19) situation in Huron County by visiting the <u>Huron-Perth Public Health website</u>.



#### For Immediate Release

From: United Way Perth-Huron

32 Erie Street, Stratford ON N5A 2M4 1-877-818-8867 (toll-free) 519-271-7730 (T) County of Huron

1 Courthouse Square, Goderich, ON N7A 1M2 1-888-524-8394 (toll-free) 519-524-8394 (T)

Date: October 20, 2020

#### **Housing Advocate Announced in Huron**

Goderich, ON — As part of ongoing efforts to address the issue of chronic homelessness in Huron, the County of Huron and United Way Perth-Huron (UWPH) are proud to announce the hiring of a new Housing Advocate to help local people experiencing homelessness.

"We have been working hard with our partners to get to this point," said Jim Ginn, Warden for the County of Huron. "To be able to announce this hiring is a testament to the passion and commitment of the Huron community to address homelessness locally."

Helping fund a Housing Advocate in Huron County is the latest piece in the County and UWPH's ongoing work with community partners in the region to tackle the issue of chronic homelessness. In 2016 the County created the Huron Turning Point Residence, a transition home for men in Exeter, and continues to fund the peer support work and support services for all clients using this program. Last year, UWPH helped raise funds for three additional beds at Huron Turning Point, along with continuing to help provide prevention and support services for youth and women. UWPH is also working on longer-term solutions through Basic Income and Living Wage advocacy and a hub/supportive housing feasibility study.

Addressing chronic homelessness is critical to the health of the community. Without stable housing, it's impossible to address health issues, secure income and obtain employment. The Housing Advocate works with tenants and landlords to ensure the best possible housing outcomes for those experiencing homelessness; working with tenants to find the supports they need so their tenancy is successful and landlords to develop and maintain relationships. In 2018, the County of Huron conducted a homeless enumeration where over 100 people identified themselves as experiencing homelessness. However, over 80 per cent of homelessness is hidden, meaning many more local people are coping with this challenge.

"Hiring a Housing Advocate in Huron is another positive step towards eliminating the #UNIGNORABLE issue of chronic homelessness in Huron," said UWPH Executive Director Ryan Erb. "Together with our partners at the County, we're proud to play a role in this project and look forward to seeing the impact the Housing Advocate's work can have in Huron."

#### **About United Way Perth-Huron**

UWPH is a 100% local organization working to address #UNIGNORABLE issues like poverty, homelessness and social isolation in our communities. Thanks to United Way and people across the region, over 34,000 of the most vulnerable in Perth and Huron Counties have a brighter future. To show your #LocalLove by donating or volunteering, call 519-271-7730 or 1-877-818-8867, mail to 32 Erie Street, Stratford, ON N5A 2M4 or visit perthhuron.unitedway.ca

# **#LOCALLOVE**

For more information or to set up an interview with Ryan Erb,Executive Director, contact 1-877-818-8867 or (519) 271-7730 Ext. 222 or email <a href="mailto:info@perthhuron.unitedway.ca">info@perthhuron.unitedway.ca</a>



#### For Immediate Release

From: United Way Perth-Huron and Social Research & Planning Council

32 Erie Street, Stratford ON N5A 2M4 1-877-818-8867 (toll-free) 519-271-7730 (T)

Date: October 23, 2020

# Why Basic Income? United Way's Social Research & Planning Council to Host Virtual Forum

Stratford, ON — The COVID-19 crisis has had a devastating impact on our communities as we know them and it has exposed the reality that the Canadian social safety net is no longer working. People across Perth and Huron are looking for help — help that preserves people's dignity and provides adequate means to support for themselves and their families. A growing number of voices have begun discussing the idea of a Basic Income and United Way Perth-Huron (UWPH)'s Social Research & Planning Council (SRPC) wants to continue that discussion with a virtual Basic Income Forum on November 4 at 7 p.m. live on YouTube.

"We're glad to have an opportunity to further the discussion around Basic Income in our communities," says Joëlle Lamport-Lewis, Director of Research at the SRPC. "Momentum has been building across the social and political spectrum. We feel events like this Basic Income Forum are a great way to educate people further on the topic and have an open and honest discussion around Basic Income and what it means to individuals."

Moderated by critically-acclaimed actor, writer, and voice-over artist Maev Beaty, the Basic Income Forum will feature a 45-minute discussion around Basic Income including what it is, what it isn't, why it's important, and how to lift everyone out of poverty. Panelists are Senator Kim Pate, a nationally renowned advocate and former Executive Director of the Canadian Association of the Elizabeth Fry Society supporting some of the most marginalized, victimized, criminalized, and institutionalized citizens of Canada. Ron Hikel, world-renowned expert and Executive Director of Minicome (the Manitoba Basic Annual Income Experiment) in Dauphin, Manitoba in the 1970's. Dr. Tracy Smith-Carrier, associate professor and the graduate program coordinator in the School of Social Work at King's University College at Western University and chair of Basic Income London, Ontario. Floyd Marinescu, CEO and cofounder of C4Media and a universal Basic Income activist. All four bring a variety of viewpoints on the issue of Basic Income and will share facts, offer opinions, and respond to questions. For more information about the event, the panelists and the link to UWPH's YouTube channel visit perthhuron.unitedway.ca.

A Basic Income is an unconditional cash transfer from government to individuals enabling everyone to meet their basic needs, participate in society, and live with dignity regardless of employment status. Around the world, a Basic Income is becoming recognized as an effective way to help eliminate income and wealth inequalities, reduce poverty and economic insecurity, improve health for individuals, address gender equality, and transform the relationship between people and work.

#### **About the Panelists**

**Maev Beaty** (Moderator): is a critically acclaimed actor, writer and voice-over artist. She is a Toronto Theatre Critics' Award winner, three-time Dora Award winner and twelve-time Dora nominee in both performance and writing, referred to as "the excellent Maev Beaty" by the New York Times. Her film debut Mouthpiece was a Special Presentations Opening Film at the 2018 Toronto International Film Festival.

**Senator Kim Pate** (Panelist): is a nationally renowned advocate who was the Executive Director of the Canadian Association of the Elizabeth Fry Society supporting some of the most marginalized, victimized, criminalized, and

institutionalized. In April 2020, Senators Kim Pate and Frances Lankin spearheaded an open letter from 50 senators to the prime minister on a nation-wide guaranteed livable income program.

**Ron Hikel** (Panelist): was the Executive Director of the original Mincome project in Dauphin, Manitoba from 1974 to 1978 and he's been advocating for a universal Basic Income (BI) ever since. Ron has taught political science at Canadian and American universities, was a Deputy Minister of Health and has worked on more than thirty electoral campaigns in the U.S., Canada and Britain. He currently resides in Stratford, Ontario.

**Dr. Tracy Smith-Carrier** (Panelist): is an Associate Professor and the graduate program coordinator in the School of Social Work at King's University College at Western University, and chair of Basic Income London Ontario. She believes children are socialized at a young age to believe that giving to charity is a venerable, altruistic practice.

**Floyd Marinescu** (Panelist): Floyd is CEO and co-founder of C4Media which provides software development news and learning events serving 1.2M online on InfoQ.com, and 8000 attendees annually via QCon conferences in SF, NY, London, Beijing, Shanghai, and Sao Paulo. Floyd is an angel investor in over a dozen startups and has built teams and businesses in the US, Canada, China, Brazil and Europe. Floyd is also a CEO activist for universal Basic Income.

#### About the Social Research and Planning Council

The SRPC is operated by United Way Perth-Huron and is comprised of volunteer community representatives dedicated to the collection, analysis and distribution of information relating to local social trends. Research enables United Way to discover and understand the root causes of issues affecting Perth-Huron and in turn mobilize the community.

Locally, the SRPC has been heavily involved in discussions around income inequality. The SRPC supports the Living Wage program in Huron and Perth, has previously reported on the struggles of those in local communities trying to get by on less through the *How Much is Enough?* report, made recommendations for the creation of a regional Poverty Reduction Strategy and struck a committee to look at the broader issue of Income Security in Perth-Huron.

#### **About United Way Perth-Huron**

UWPH is a 100% local organization working to address #UNIGNORABLE issues like poverty, homelessness and mental health in our communities. Thanks to United Way and people across the region, over 34,000 of the most vulnerable in Perth and Huron Counties have a brighter future. To show your #LocalLove by donating or volunteering, call 519-271-7730 or 1-877-818-8867, mail to 32 Erie Street, Stratford, ON N5A 2M4 or visit perthhuron.unitedway.ca

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# **#LOCALLOVE**

For more information or to set up an interview with Joëlle Lamport-Lewis, Director of Research, SRPC, contact (519) 440-6715 or email <u>ilewis@perthhuron.unitedway.ca</u>. To set up an interview with Ryan Erb, Executive Director, UWPH, contact (519) 276-0097 or email info@perthhuron.unitedway.ca



October 21, 2020

Via email: george.cornell@simcoe.ca

Warden George Cornell 1110 Highway 26 Midhurst ON L9X 1N6

Dear Warden Cornell and County Councillors:

Re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2.

The Council of the Township of Oro-Medonte, at its October 14th Council meeting, passed the following motion with respect to the above-noted matter:

#### Be it resolved:

that the correspondence dated October 9, 2020 from Sarah Huter, Assistant General Manager, Mount St. Louise Moonstone Ski Resort re: Request for Support from Mount St. Louis Moonstone/Skyline Horseshoe Resort and Hardwood Ski & Bike for their efforts to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2 be received.

And whereas on March 11, 2020 the World Health Organization declared COVID-19 a global pandemic;

And whereas the Government of Ontario, County of Simcoe and Township of Oro-Medonte remain in declared state of emergency in response to the COVID-19 pandemic;

And whereas all levels of Government are effectively working collaboratively in response to the evolving COVID-19 situation;

And whereas the Government of Ontario has developed a comprehensive Framework for Reopening our Province;

And whereas many low risk outdoor activities were permitted to re-open in Stage 1 and 2 of the *Provincial re-opening framework;* 

And whereas the timing of the release of *Stage 3 framework* and Ontario Regulation 364/20 made under *Reopening Ontario(A Flexible Response to COVID-19) Act, 2020* has not fully considered outdoor winter recreation and the operations of Ontario's ski industry;

And whereas Ontario's ski industry generates approximately \$420 million annually to the provincial economy and supports over 14,000 jobs;

And whereas nordic skiing, alpine skiing, snowboarding and snowshoeing provide low risk opportunities and outlets for participation in outdoor based activities that improve physical and mental health and overall well-being;

And whereas the ski industry has developed comprehensive operating plans and established best practices through its *Ski Well*, *Be Well* program to ensure compliance with regulations and public health directives and reduce the risk of COVID 19 transmission;

And whereas the Township of Oro-Medonte is the proud home to three of Ontario's largest ski resorts, Hardwood Ski and Bike, Horseshoe Resort and Mount St Louis Moonstone which provide significant local, regional and provincial economic benefits.

And whereas MPP Downey has advocated on behalf of these businesses.

#### Now therefore

On behalf of Hardwood Ski and Bike, Horseshoe Resort and Mount St. Louis Moonstone, the Council of the Township of Oro-Medonte hereby respectfully requests that the Government of Ontario consult with the ski industry through the Ontario Snow Resorts Association to review reopening policy considerations currently impacting the industry.

And Further that a copy of this resolution be sent, under the Mayor's signature, to the County of Simcoe and Ontario municipalities for their consideration.

Yours sincerely,

Harry Hughes

Mayor /vc

Cc: MPP Doug Downey

MPP Jill Dunlop MP Doug Shipley MPP Jim Wilson

Lisa MacLeod, Minister of Heritage, Sport, Tourism and Culture Industries

Council

Shawn Binns, Director Operations & Community Services

Ontario Municipalities

## CORPORATION de la Cité de / of the City of Clarence-Rockland



October 22, 2020

The Honourable Rod Phillips Ministry of Finance Frost Building South 7th Floor 7 Queen's Park Cres. Toronto, Ontario M7A 1Y7 rod.phillips@pc.ola.org

The Honourable Doug Downey Ministry of the Attorney General 11th Floor 720 Bay St. Toronto, ON M7A 2S9 doug.downey@pc.ola.org

Subject: Cannabis retail stores

Dear Ministers,

On behalf of the City of Clarence-Rockland, I am hereby requesting that the regulations governing the establishment of cannabis retail stores be amended in order to instruct the Alcohol and Gaming Commission to consider over-concentration as an evaluation criterion, and provide added weight to the comments of a municipality concerning matters in the public interest when considering the application of new stores.

Please find attached a certified true copy of Resolution #2020-191 adopted by the Council of the City of Clarence-Rockland on October 19, 2020, requesting a modification to the regulations governing the establishment of cannabis retail stores.

We trust that this request will be given serious consideration.

Sincerely,

Guy Desjardins, Mayor

CC: All Ontario Municipalities

Encl.



#### CORPORATION OF THE CITY OF CLARENCE-ROCKLAND REGULAR MEETING

RESOLUTION

Resolution: 2020-191

Title: Member's resolution presented by Councillor Mario Zanth and seconded by

Councillor Samuel Cardarelli regarding cannabis stores

**Date:** October 19, 2020

Moved by Mario Zanth

Seconded by Samuel Cardarelli

WHEREAS as the regulator for private cannabis retail in Ontario, the Alcohol and Gaming Commission of Ontario (AGCO) has the authority to license, regulate and enforce the sale of recreational cannabis in privately run stores in Ontario; and

WHEREAS on December 17, 2018, Council agreed to 'opt-in' to the Provincial direction to allow Cannabis Retail to occur in the City of Clarence-Rockland; and

WHEREAS Council considers a matter of public interest to include a 150 metre distance separation from other Licensed Cannabis Stores, as the Board of Health has noted concerns that excessive clustering and geographic concentration of cannabis retail outlets may encourage undesirable health outcomes, and Economic Development and Planning are concerned that over-concentration may cause undesirable impacts on the economic diversity of a retail streetscape including the distortion of lease rates, economic speculation, and the removal of opportunity for other commercial businesses; and

WHEREAS cannabis retail is a new and unproven market, and no studies or precedent exists to determine the number or distribution of stores that can reasonably be supported by the local economy, and it is therefore prudent to establish the means by which the AGCO, with input from a municipality, can regulate over-concentration as the cannabis retail market evolves; therefore

BE IT RESOLVED THAT Council directs the Mayor, on behalf of City Council, to write the Honourable Rod Phillips, Minister of Finance of Ontario, and the Honourable Doug Downey, Attorney General of Ontario, requesting the Ministry to modify the regulations governing the establishment of cannabis retail stores to instruct the Alcohol and Gaming Commission to consider over-concentration as an evaluation criteria, and provide added weight to the comments of a municipality concerning matters in the public

BE IT RESOLVED THAT a copy of this resolution	on be forwarded to the other municipalities in Ontario.
	CARRIED
Maryse St-Pierre Deputy Clerk	

interest when considering the application of new stores; and



#### CORPORATION DE LA CITÉ DE CLARENCE-ROCKLAND RÉUNION RÉGULIÈRE

**RÉSOLUTION** 

Résolution: 2020-191

**Titre:** Résolution de membre présentée par le conseiller Mario Zanth et

appuyée par le conseiller Samuel Cardarelli concernant les commerces

de vente de cannabis

Date: le 19 octobre 2020

Proposée par Mario Zanth

Appuyée par Samuel Cardarelli

ATTENDU QU'en tant qu'organisme de réglementation de vente privée de cannabis en Ontario, la Commission des alcools et des jeux de l'Ontario (CAJO) a le pouvoir d'octroyer des licences, de réglementer et de faire respecter la vente de cannabis à des fins récréatives dans les magasins privés de l'Ontario

**ATTENDU QUE** le 17 décembre 2018, le Conseil a accepté de se conformer à la directive provinciale afin de permettre la vente au détail de cannabis dans la Cité de Clarence-Rockland ; et

ATTENDU QUE le Conseil considère qu'il est d'intérêt public d'inclure une distance de 150 mètres de séparation par rapport aux autres magasins de cannabis agréés, étant donné que le Conseil de la santé a pris note des préoccupations selon lesquelles le regroupement et la concentration géographique excessifs des points de vente de cannabis au détail peuvent encourager des résultats indésirables pour la santé, et que le ministère du développement économique et de la planification craint qu'une concentration excessive ne provoque des effets indésirables sur la diversité économique d'un paysage de rue de vente au détail, notamment la distorsion des taux de location, la spéculation économique et la suppression de possibilités pour d'autres entreprises commerciales

ATTENDU QUE la vente au détail de cannabis est un marché nouveau et non éprouvé, et qu'il n'existe aucune étude ni aucun précédent pour déterminer le nombre ou la répartition des magasins qui peuvent raisonnablement être soutenus par l'économie locale, et qu'il est donc prudent d'établir les moyens par lesquels l'AGCO, avec l'aide d'une municipalité, peut réguler la surconcentration au fur et à mesure de l'évolution du marché de la vente au détail de cannabis; par conséquent

QU'IL SOIT RÉSOLU QUE le conseil municipal demande au maire, au nom du conseil municipal,

d'écrire à l'honorable Rod Phillips, ministre des Finances de l'Ontario, et à l'honorable Doug Downey,
procureur général de l'Ontario, pour demander au ministère de modifier les règlements régissant
l'établissement de magasins de vente au détail de cannabis afin de donner instruction à la Commissior
des alcools et des jeux de considérer la surconcentration comme un critère d'évaluation, et de donner
plus de poids aux commentaires d'une municipalité concernant les questions d'intérêt public lorsqu'elle
examine la demande de nouveaux magasins; et

**QU'IL SOIT RÉSOLU QU'**une copie de cette résolution soit acheminée aux autres municipalités de l'Ontario.

Maryse St-Pierre Greffière adjointe

## **Avon Maitland District School Board**

Board Meeting Highlights - October 27, 2020



## **Good News**

Secondary Schools Celebrate Graduates in Unique Ways

Secondary schools across AMDSB showed their creativity over the last two weeks as they celebrated our 2020 graduating students. A variety of activities were organized including:

- Virtual (video) showcases of speeches from school administrators, staff and students
- Drive-through pick up events
- Socially distanced, scheduled photo opportunities

The 2020 graduates have shown incredible resilience and perseverance during these unusual times. The last few months of their graduating year was cut short by the COVID-19 pandemic and they have had to forgo many of the monumental events and celebrations normally associated with the final year of high school (e.g. prom). We congratulate all of our 2020 graduates. We are proud of you!!!



## Supervised Alternative Learning (SAL) Program Update

Trustee Carmichael reported that students from the Supervised Alternative Learning (SAL) program had 984 English and social science lessons and 770 math and science lessons graded in the 2019/2020 school year for a total of 56.5 credits. This program supports students that may not be able to participate in traditional learning.

## Elma Township PS Dedicate a Sunshine Room to Former Teacher

Trustee Rothwell reported that Elma PS acknowledged the one year anniversary of the passing of loved teacher Stephanie McCracken. She has been likened to Elma's "Sunshine"- bringing warmth and comfort (and a big dose of fun) wherever she went. They dedicated her classroom to Stephanie's memory and it will be named the Sunshine Room.

## Eco Exeter and Stratford District SS Organize PPE Recycling Programs

Trustee Sygrove reported that the South Huron District High School Eco Exeter group has once again made headlines by participating in an innovative recycling program. A partnership with Green Circle Salon has resulted in a recycling program for disposable personal protective equipment (PPE) worn by school staff and some students. They purchased six PPE Recovery Initiative Containers and donated them to various spots in the community including Exeter Elementary School. The recycling program takes disposable masks, gowns, gloves and other PPE and after removing any metal from the items, incinerates the material. The heat is used to make clean energy, and all fumes are filtered. Any remaining ash is used in construction materials. See below for the CTV News London story on the initiative. Stratford District Secondary School is also participating in a similar program and the Board is working on plans to roll out the program across other schools in the district.

## Bruce Power Donates Needed Cleaning and Protection Supplies



Bruce Power has made two generous donations to AMDSB schools. First, technology cleaning wipes were received and are now being distributed to schools. This donation is much appreciated as these wipes are difficult to obtain and allow for students to use iPads and Chromebooks in the classroom setting. Safety goggles are also being delivered for use by elementary teachers and support staff. The Board and senior staff express their sincere thanks for this generosity.

### Treaty Recognition Week Celebrations Begin

On October 21 and 22, AMDSB educators participated in an online webinar with Indigenous Education Lead Monique Pregent. Fourteen intermediate and secondary teachers and 25 elementary teachers and principals participated. Pregent worked in partnership with other Program Service coordinators to create a session that included special guest Ray John Jr., a respected Knowledge Keeper from Oneida Nation of the Thames who explained the importance of wampum belts in the treaty process. Examples of activities teachers could use to educate students about the treaties that were made between groups before, during, and after Canada was formed were presented. Digital resources were also shared to enhance the learning experience.





Treaty Recognition Week will be celebrated November 1 to November 7 with a series of social media posts and a display at the Board office showcasing examples of treaties and educational resources.

## New Partnership for Newcomer Settlement Services

Superintendent Bruce reported that AMDSB has entered into an agreement with the Kitchener-Waterloo YMCA to provide settlement services in our schools. This is exciting news, as settlement supports will help newcomer families become connected with the community. Schools have been provided with consent forms that they provide to newcomer families as they register.

## SHDHS Principal Runs to Support Terry Fox Foundation



Trustee Sygrove recognized South Huron DHS principal Jana Bayer-Smith who ran 22 kilometres from Lucan to Exeter in support of her school's Terry Fox Run fundraiser. In total, the students and staff of South Huron raised nearly \$4000 in support of the Terry Fox Foundation.

## Staff Presentation (Summer School Update)

Superintendent Creery and System Principal Emma Watts provided a summary of the 2020 summer school. The program was offered virtually to students looking to reach ahead (grade 8 students), participate in credit recovery, upgrade a credit, take full or half credits, or participate in a co-op program. Feedback from students was very positive and the implemented changes were well received.

## Student Trustee Update

Our new student trustees (Makenzie Hallam and Elizabeth Benoit) provided an update. Elizabeth gave an overview of the OSTA-AECO student conference. Makenzie reported that the student senate is looking to focus on student well-being by providing students with resources that are COVID-19 protocol friendly. They are also looking at a pen pal program with local nursing and retirement homes and a program that provides healthy snacks in classrooms.

## Chair's Report

Chair Geddes sent correspondence regarding the education perspective on the Ministry of Finance budget consultation and the Ministry of Education PPM 164 (AMDSB perspective on the requirements for remote learning). She also highlighted Local Government Week which was celebrated October 19 to 23. AMDSB Communications posted information about the important role of trustees on the amdsb.ca website. They also shared social media posts about what our trustees love about their job.







# Senior Staff Updates

## Stratford Intermediate School Construction Update

Superintendent Carter reported that construction at the Stratford Intermediate site is progressing as planned. The final pieces of the work on the 1926 and 1972 sections, the roofing, is expected to be completed in the coming weeks. Grounds work, including paving is expected to be completed in November. Work in the new addition is progressing well; classrooms are primarily complete while the work in corridors is progressing well. The front entrance and the stairwell still has some work following a slight delay with the delivery of the windows. Inspections (elevator, fire alarms) and some moving of furniture are scheduled for November 6.

## **Bus Driver Shortage Update**

Superintendent Carter reported that in the last weeks, our area has had very few route cancellations compared to other areas in the province and things continue to improve. In September we had 198 route cancellations, in October there have been 39. This significant improvement is a result of recruitment work on behalf of the bus operators.

## Mental Health Update

Superintendent Baker highlighted the October mental health newsletter for families that provides information about Bullying Awareness Week (November 15 to 21) and Cyber Awareness Month (October 26 to November 20). A staff version was also released. The Communications team will also be releasing a social media campaign highlighting a variety of messages and resources for students and families.

## Parent Surveys to Address Remote Learning and Technology Needs

Superintendent Morris reported that two surveys will be released to parents in the coming weeks. One that will ask about student technology needs should we be directed by the Ministry of Education to move to a different learning model (to Model B - hybrid or Model C - fully online). The other will be directed at remote learning families to determine if they plan to continue with remote learning, or if they wish to return to face to face learning.

## **Approved Tenders**

The following tender was approved:

• Snow Removal & Salting/Sanding Services

## **Future Board Meetings**

- Tuesday, November 10, 2020 (Committee of the Whole, Open Session at 4:30 via Microsoft Teams)
- Tuesday, November 24, 2020 (Committee of the Whole, Closed Session at 4:30, Student Advisory Committee at 5:30, and Regular Board 6:00)
- Tuesday, December 8, 2020 (Inaugural/Regular Board Meeting)

Meetings are hosted at the Education Centre unless otherwise noted

# Future Meetings/Events with Trustee Representation

- AODA October 28, 2020 at 3:00 p.m.
- Special Education Advisory Committee November 4, 2020 at 4:00 p.m.
- Audit Committee November 11, 2020 at 5:00 p.m.
- Huron Perth Student Transportation Services November 17, 2020 at 3:30 p.m.
- Parent Involvement Committee November 18, 2020 at 6:30 p.m. (will be hosted online using Microsoft Teams. Details will be posted on <u>parentvoice.ca</u>)
- Supervised Alternative Learning November 30, 2020 at 8:30 a.m.

Meetings hosted at the Education Centre unless otherwise noted



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

#### BY-LAW NO. 50-2020

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 November 3<sup>rd</sup>, 2020.

**WHEREAS** Section 8 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 8, 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 November 3<sup>rd</sup>, 2020 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 3<sup>rd</sup> day of November, 2020, 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  $3^{rd}$  day of November 2020

Read a THIRD time and FINALLY PASSED this 3<sup>rd</sup> day of November 2020

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