

THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA



Date: Tuesday, April 6, 2021
Time: 6:00 p.m.
Location: CISCO WEBEX VIRTUAL MEETING - Public Call in # 1-416-216-5643

Pages

1.	CALL TO ORDER	
2.	CONFIRMATION OF THE AGENDA	
	<i>THAT the Council of the Township of North Huron hereby accept the Agenda for the April 6, 2021 Council Meeting; as presented.</i>	
3.	DISCLOSURE OF PECUNIARY INTEREST	
4.	PUBLIC COMMENT (Opportunity for members of the public to speak to an item of business on the agenda, two minutes per person)	
5.	CONSENT AGENDA	
	<i>THAT the Council of the Township of North Huron hereby adopts Consent Items 5.1.1. to 5.1.2.;</i>	
	<i>AND FURTHER, THAT the Council of the Township of North Huron hereby receives Consent Items 5.1.3. to 5.3.8. for information.</i>	
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6. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

6.1.	Jeff Dickson, R.J. Burnside & Associates Limited - Presentation of Engineer's Report for the (Murray) Scott Drain & Stream Rehabilitation Project 2020	97
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THAT the Council of the Township of North Huron hereby adopt the Engineer's Report for the (Murray) Scott Drain & Stream Rehabilitation Project 2021 as presented by R.J. Burnside & Associates Limited;

AND FURTHER, THAT Council provisionally adopt the first and second reading of By-law No. 10-2021.

7. REPORTS

7.1. Clerks Department

7.1.1.	PL-2021-10 Site Plan Control Agreement with Gary Rutledge/Rutling Holdings Ltd.	225
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Location: Plan 173 Part Block East as Registered Plan; 22R1777 Parts 3 to 5 Subject; to Right of Way, Blyth Ward, Township of North Huron, County of Huron

Applicant/Owners: Gary Rutledge/Rutling Holdings Ltd.

THAT the Council of the Township of North Huron hereby approves the Rutling Holdings Ltd. proposed development as it applies to Plan 173 Part Block East as Registered Plan; 22R1777 Parts 3 to 5 Subject; to Right of Way, Blyth Ward, Township of North Huron, County of Huron, Blyth Ward, Township of North Huron;

AND FURTHER, THAT Council deems the adoption of By-law No. 26-2021 to be time sensitive and approves an exception to Section 19.1 of the Procedure By-law allowing for By-law No. 26-2021 to be adopted at the April 6, 2021 regular meeting.

- 7.1.2. CL-2021-07 Cannabis Policy Statement 232
- THAT the Council of the Township of North Huron hereby receives the report of the Clerk, dated April 6, 2021 regarding the Cannabis Policy Statement, for information purposes;*
- AND FURTHER, THAT Council hereby approves the Cannabis Policy Statement, as presented;*
- AND FURTHER, THAT Council directs the Clerk to prepare a by-law for the April 19, 2021 Regular meeting to adopt the Cannabis Policy Statement.*
- 7.2. Finance Department - No Reports
- 7.3. Recreation and Community Services
- 7.3.1. RC-2021-07 Proposed Upgrades to the Blyth Campground 241
- THAT the Council of the Township of North Huron hereby receives the report prepared by the Director of Recreation and Community Services dated April 6, 2021 regarding the Blyth Campground for information purposes.*
- AND FURTHER, THAT Council provide direction to staff regarding the proposed enhancements to the Blyth Campground.*
- 7.4. Public Works and Facilities
- 7.4.1. PW-2021-11 Tandem Snow Plow Tender Outcome 253
- THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works and Facilities, dated April 6, 2021 regarding the procurement of a replacement tandem truck for information;*
- AND FURTHER, THAT the purchase of the tandem truck with snow plow equipment be awarded to Altruck International in the amount of \$278,673, plus applicable taxes;*
- AND FURTHER, THAT Council authorizes fleet vehicle #07-16 to be sold and directs the Director of Finance to place proceeds from the sale of this vehicle into the public works reserve.*
- 7.5. Fire Department - No Reports
- 7.6. Building Department - No Reports
- 7.7. Childcare Department
- 7.7.1. CC-2021-01 Child Care Services – Wage Enhancement Grant Overpayment 255
- THAT the Council of the Township of North Huron hereby receive the report prepared by the Director of Recreation and Community Services dated April 6, 2021, regarding the Wage Enhancement Grant for Child Care Services, for information purposes;*
- AND FURTHER, THAT the Director of Finance be authorized to transfer \$42,075.46 from Day Care Reserves to return the 2020 overpayment of the Wage Enhancement Grant to Huron County.*

7.8. CAO - No Reports

8. CORRESPONDENCE

8.1. Letter from Paul Montgomery RE: Expression of Interest to be Appointed to the Economic Development and Recovery Committee 257

THAT the Council of the Township of North Huron hereby accepts the North Huron Economic Development and Recovery Committee's recommendation to appoint Paul Montgomery to the North Huron Economic Development and Recovery Committee;

AND FURTHER, THAT By-law No. 25-2019; being a Committee Appointment By-law, be amended to reflect this appointment.

9. COUNCIL REPORTS

9.1. REEVE ACTIVITY REPORT

9.2. COUNCIL MEMBER REPORTS (Verbal or written updates from members who sit on boards/committees)

9.3. COMMENTS BY MEMBERS

10. NOTICE OF MOTION

10.1. Request from Deputy Reeve Seip

THAT the Council of the Township of North Huron hereby directs staff to send a joint delegation invitation to Maitland River Elementary School, FE Madill Secondary School and Sacred Heart Catholic School regarding their Umbrella Project and its progress.

11. BY-LAWS

11.1. By-law No. 10-2021 - (Murray) Scott Municipal Drain & Stream Rehabilitation Project 2021 (Provisional Adoption) 259

THAT By-law No.10-2021; being a by-law to provide for a drainage works in the Township of North Huron, in the County of Huron; (Murray) Scott Municipal Drain & Stream Rehabilitation Project 2021; be introduced, read a first and second time and provisionally adopted this 6th day of April, 2021.

11.2. By-law No. 25-2021 Demolition and Removal Agreement with Kieswetter Demolition (1992) Inc. 385

THAT By-law No. 25-2021; being a By-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Demolition and Removal Agreement between the Corporation of the Township of North Huron and Kieswetter Demolition (1992) Inc.; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk, and be engrossed in the By-law book.

- 11.3. By-law No. 26-2021 Site Plan Control Agreement (Gary Rutledge/Rutling Holdings Ltd.)

THAT By-law No. 26-2021; being a By-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Site Plan Control Agreement between the Corporation of the Township of North Huron and Rutling Holdings Ltd.; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk, and be engrossed in the By-law book.

12. ANNOUNCEMENTS

The next Regular Council meeting will be held on Monday, April 19, 2021 at 6:00pm through electronic participation.

The next Museum Committee meeting will be held on Thursday, April 8, 2021 at 2:00pm through electronic participation.

The next Economic Development and Recovery Committee meeting will be held on Thursday, April 15, 2021 at 2:00pm through electronic participation.

The next Wingham BIA Board meeting will be held on Thursday, April 15, 2021 at 6:30pm through electronic participation.

The next Blyth BIA Board meeting will be held on Thursday, April 29, 2021 at 8:00am through electronic participation.

13. OTHER BUSINESS

- 13.1. Notice of Motion Request from Councillor van Hittersum

THAT the Council of the Township of North Huron hereby directs staff to prepare a letter to the Honourable Carla Qualtrough, Minister of Employment, Workforce Development and Disability Inclusion; the Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance; the Honourable Ben Lobb, Huron Bruce MP; and the Honourable Lisa Thompson, Minister of Government and Consumer Services and Huron Bruce MPP; in an effort to request the restoration of funding to the Centre for Equitable Learning Access (CELA) and to reverse their funding cuts.

- 13.2. Court of Revision - (Murray) Scott Drain & Stream Rehabilitation Project 2021

- 13.2.1. Date of Court of Revision and Instruction to Tender

THAT the Court of Revision for the (Murray) Scott Drain & Stream Rehabilitation Project 2021 be set for Thursday, April 29, 2021 at 9:00am through electronic participation, and that the project be tendered by R.J. Burnside & Associates Limited, with results to be collected and presented subject to any appeals;

AND FURTHER, THAT any appeals must be received in writing 10 days prior to the Court of Revision in accordance with Section 52(2) of the Drainage Act; R.S.O. 1990, Chapter D17, Amended by 2010, C.16, Sched. 1, s.(21).

- 13.2.2. Members for the Court of Revision

THAT the Members for the Court of Revision for the (Murray) Scott Drain & Stream Rehabilitation Project 2021 shall consist of the following three members: Councillor ..., Councillor ..., and Councillor ...

14. CLOSED SESSION AND REPORTING OUT - None

15. CONFIRMATORY BY-LAW

15.1. By-law No. 27-2021 - Confirmatory By-law

400

THAT By-law No. 27-2021; being a by-law to adopt, confirm and ratify matters dealt with by the Council of the Township of North Huron at the April 6, 2021 meeting; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk and be engrossed in the By-law book.

16. ADJOURNMENT

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at pm.

**MINUTES OF THE TOWNSHIP OF NORTH HURON
REGULAR COUNCIL MEETING**



Date: Monday, March 15, 2021
Time: 6:00 p.m.
Location: CISCO WEBEX VIRTUAL MEETING - Public Call in # 1-416-216-5643

MEMBERS PRESENT: Reeve Bernie Bailey
Deputy Reeve Trevor Seip
Councillor Kevin Falconer
Councillor Paul Heffer
Councillor Ric McBurney
Councillor Chris Palmer
Councillor Anita van Hittersum

STAFF PRESENT: Dwayne Evans, CAO/Deputy Clerk
Carson Lamb, Clerk
Donna White, Director of Finance
Kirk Livingston, CBO/Property Standards/Zoning
Marty Bedard, Fire Chief
Vicky Luttenberger, Director of Recreation and Community Services
Monica Walker-Bolton, Planner
Jamie McCarthy, Director of Public Works and Facilities
Denise Lockie, Recreation and Marketing Assistant

OTHERS PRESENT: John Graham, Vedrana Pavlovic, Denny Scott, Cory Bilyea

1. CALL TO ORDER

Reeve Bailey called the meeting to order at 6:00pm.

2. CONFIRMATION OF THE AGENDA

M80/21

MOVED BY: P. Heffer

SECONDED BY: R. McBurney

THAT the Council of the Township of North Huron hereby accept the Agenda for the March 15, 2021 Council Meeting; as presented.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

3. DISCLOSURE OF PECUNIARY INTEREST

None noted.

4. PUBLIC COMMENT (Opportunity for members of the public to speak to an item of business on the agenda, two minutes per person)

No comments.

5. CONSENT AGENDA

Councillor Palmer commented on agenda item 5.3.3. regarding North Huron's implementation of non-resident fees. A discussion occurred regarding the motion to reconsider process.

M81/21

MOVED BY: R. McBurney

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby adopts Consent Item 5.1.1.;

AND FURTHER, THAT the Council of the Township of North Huron hereby receives Consent Items 5.1.2. to 5.3.5. for information.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

5.1 Minutes

5.1.1 Minutes of the Regular Council Meeting held March 1, 2021

5.1.2 Minutes of the Museum Committee Meeting held February 11, 2021

5.1.3 Minutes of the County of Huron Council Meeting held February 3, 2021

5.1.4 Minutes of the County of Huron Special Council Meeting held February 11, 2021

5.1.5 Minutes of the County of Huron Council Meeting held February 17, 2021

5.2 Reports

5.2.1 Bills and Accounts

5.2.2 BE-2021-02 Property Standards/By-law Enforcement Activity Report - January and February 2021

5.2.3 BU-2021-03 Building Department Activity Report - January and February 2021

5.2.4 PW-2021-09 Public Works Activity Report - February 2021

5.3 Correspondence

- 5.3.1 Letter from the Honourable Steve Clark, Minister of Municipal Affairs and Housing – 2021 COVID-19 Recovery Funding
- 5.3.2 John Pegg, Ontario Fire Marshal - Ontario Fire College Training Modernization
- 5.3.3 Letter from Dixie-Lee Arbuckle RE: Non-Resident Fees
- 5.3.4 Huron County Official Plan Five Year Review - Notice of Public Open House and Public Meeting
- 5.3.5 Letter from the Huron County Historical Society RE: North Huron Museum

6. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

- 6.1 John Graham, Veolia Water Canada – 2020 Annual Activities Review

John Graham presented an update to Council on the 2020 water and wastewater operations and maintenance summary activities. This included a discussion about: the maintenance, improvements and projects completed for water and wastewater; the MECP water inspections; the water taking limits; the water quality summary; the adverse sample results; the wastewater capacities; the wastewater bypasses; and the wastewater quality summary.

A discussion occurred regarding options to reduce the length of bypasses in Blyth.

Reeve Bailey discussed a number of scenarios related to liability, maintenance, connecting and servicing of neighbouring municipalities.

M82/21

MOVED BY: P. Heffer

SECONDED BY: A. van Hittersum

THAT the Council of the Township of North Huron hereby receives the presentation from John Graham, Veolia Water Canada, regarding the 2020 Annual Activities Review for information;

AND FURTHER, THAT Council receives the 2020 Annual and Summary Reports for the Blyth and Wingham Water Systems for information;

AND FURTHER, THAT Council receives the 2020 Annual Reports for the Blyth and Wingham Wastewater Systems for information;

AND FURTHER, THAT the 2020 Annual and Summary Reports for the Blyth and Wingham Water Systems be made available for the public free of charge and posted on the Township's website.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7. REPORTS**7.1 Clerks Department****7.1.1 PL-2021-07 Consent Application, van Leeuwen****Consent Application Report:** File # C13-21**Owner/Applicant:** Gary and Heather van Leeuwen**Property Description:** Lots 16 and 17, Registered Plan 170, (264 Wellington Street) Blyth Ward, Township of North Huron, County of Huron

Monica Walker-Bolton, Planner presented consent severance application File# C13-21. Walker-Bolton recommended that Council recommend approval of the application with the conditions noted in her staff report.

M83/21**MOVED BY:** K. Falconer**SECONDED BY:** T. Seip

THAT the Council of the Township of North Huron hereby recommend approval of the Consent Application, File #C13-21 Owner/Applicant: Gary and Heather van Leeuwen, Property Description: Lots 16 and 17, Registered Plan 170, (264 Wellington Street) Blyth Ward, Township of North Huron, County of Huron; with the conditions set out in the Huron County Planning and Development Report presented by Monica Walker-Bolton at the March 15, 2021 Council meeting.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)**7.1.2 PL-2021-08 - Housing Initiative - "Through a Housing Friendly Lens"**

Walker-Bolton presented the "Through a Housing Friendly Lens" initiative to Council. This included a discussion about the purpose and the current status of the initiative. Walker-Bolton noted the purpose of the proposed workshop would be to discuss the recommendations of the Planning Department and to prepare a plan for implementation.

Deputy Reeve Seip inquired into whether the policies proposed have been suggested by developers. Walker-Bolton noted that the majority of the policy and zone changes are developed based on Planning Department experiences.

Councillor Palmer discussed the importance of providing for a range of housing as opposed to just high-density housing.

M84/21**MOVED BY:** A. van Hittersum**SECONDED BY:** T. Seip

THAT the Council of the Township of North Huron hereby receives the report from Monica Walker-Bolton, Planner regarding the "Through a Housing Friendly Lens" Housing Initiative, for information purposes;

AND FURTHER, THAT a Council workshop be scheduled for Friday, May 28th from 9:00am to 11:00am to discuss the options and provide direction on implementation.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.1.3 CL-2021-05 Reconsideration of Opt-Out of Cannabis Retail Locations in North Huron

Carson Lamb, Clerk presented the requested follow-up information about opting into cannabis retail locations. This included information provided by: the Alcohol and Gaming Commission of Ontario, neighbouring municipalities, and the Green Cloud Cannabis business. Lamb discussed the importance of adopting a Cannabis Policy Statement if Council were to opt into hosting cannabis retail locations.

M85/21

MOVED BY: T. Seip

SECONDED BY: K. Falconer

THAT the Council of the Township of North Huron hereby receives the report of the Clerk, dated March 15, 2021 regarding the Reconsideration of the Opt-Out of Cannabis Retail Locations in North Huron, for information purposes;

AND FURTHER, THAT Council hereby agrees to permit the licensing of cannabis retail locations within its jurisdiction;

AND FURTHER, THAT staff be authorized to notify the Alcohol and Gaming Commission of Ontario (AGCO) regarding Council's decision;

AND FURTHER, THAT staff be directed to prepare a draft Cannabis Policy Statement for consideration by Council;

AND FURTHER, THAT staff be directed to present a report at a future meeting regarding the allocation of North Huron's \$10,000 Cannabis Implementation Legalization Funds.

For (5): B. Bailey, T. Seip, K. Falconer, R. McBurney, and A. van Hittersum

Against (2): P. Heffer, and C. Palmer

CARRIED (5 to 2)

7.1.4 CL-2021-06 Return to In-Person Council, Committee and Board Meetings

Lamb presented Council with an approach to return to in-person Council, Committee and Board meetings while the Huron-Perth Public Health Unit remains in the Green-Prevent, Yellow-Protect, or Orange-Restrict zones.

M86/21

MOVED BY: P. Heffer

SECONDED BY: R. McBurney

THAT the Council of the Township of North Huron hereby receives the report of the Clerk, dated March 15, 2021 regarding a return to in-person Council, Committee and Board Meetings, for information purposes;

AND FURTHER, THAT Council directs all Township of North Huron Council, Committee, and Board meetings return to in-person meetings as of April 1, 2021 and subject to Huron-Perth being in the Green-Prevent, Yellow-Protect or Orange-Restrict zone;

AND FURTHER, THAT if Huron-Perth moves to Red-Control or Grey-Lockdown, staff be directed to resume electronic formats for Council, Committee and Board meetings at the earliest time possible.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.2 Finance Department

7.2.1 FIN-2021-09 2021 BIA Budgets

Donna White, Director of Finance presented the Wingham BIA and Blyth BIA budgets to Council. This included a presentation of the levy for both BIAs and how the LED sign in the Wingham BIA budget would be funded.

M87/21

MOVED BY: P. Heffer

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby receives the report from the Director of Finance, dated March 15, 2021 for information purposes;

AND FURTHER, THAT the Council of the Township of North Huron hereby adopts the 2021 Wingham and Blyth BIA budgets, as presented;

AND FURTHER, THAT Council directs staff to incorporate the Wingham BIA and Blyth BIA levy amounts into the 2021 Township of North Huron Final Budget and 2021 tax levy.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.2.2 FIN-2021-10 2020 Statement of Remuneration & Expenses

M88/21

MOVED BY: K. Falconer

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby receives the 2020 Council Statement of Remuneration and Expenses, dated March 15, 2021 prepared by the Director of Finance.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.2.3 FIN-2021-11 2020 Development Charges Summary

White presented the amount collected from development charges in 2020 as well as the amount collected since the implementation of development charges. White noted that the development charges are up for renewal in 2021 and that BM Ross will be in attendance on March 26, 2021 to start the process with Council.

Reeve Bailey noted the benefit being experienced by the Township because of the implementation of development charges.

M89/21

MOVED BY: R. McBurney

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby receives the 2020 Development Charges Statement, dated March 15, 2021 as presented by the Director of Finance.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.3 Recreation and Community Services

7.3.1 RC-2021-06 Implementation of the New Municipal Website

Vicky Luttenberger, Director of Recreation and Community Services described the implementation process for the new North Huron municipal website. Luttenberger noted that staff are seeking feedback from the public and Council.

Denise Lockie, Recreation and Marketing Assistant provided a demonstration of the new website to Council. A discussion occurred regarding the benefit of the new website to the community.

M90/21

MOVED BY: P. Heffer

SECONDED BY: K. Falconer

THAT the Council of the Township of North Huron hereby receives the report prepared by the Director of Recreation & Community Services, dated March 15, 2021, regarding implementation of the new municipal website for information purposes.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.4 Public Works and Facilities

7.4.1 FA-2021-02 Wingham Armouries Demolition

Jamie McCarthy, Director of Public Works and Facilities presented the RFP results for the demolition of the Armouries. This included a presentation of the costs of the three bids received and a description of the different demolition options. McCarthy noted the importance of considering the future use of the property when considering the different options for demolition. McCarthy provided potential future uses for Council's consideration.

Deputy Reeve Seip inquired into whether an environmental assessment would be required to build on to the Municipal Office.

M91/21

MOVED BY: K. Falconer

SECONDED BY: P. Heffer

THAT the Council of the Township of North Huron hereby receives the report of the Director of Public Works and Facilities, dated March 15, 2021 regarding the Armouries Demolition Proposal for information;

AND FURTHER, THAT Council agrees to receive the confidential components of this report in Closed Session at the March 15, 2021 regular Council meeting prior to providing direction to staff on the future use of the property.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.4.2 PW-2021-06 Blyth G2G Trail Lease Extension and Agreement

M92/21**MOVED BY:** K. Falconer**SECONDED BY:** T. Seip

THAT the Council of the Township of North Huron hereby receives the report of the Director of Public Works, dated March 15, 2021 regarding an extension of a lease agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services for a portion of the former abandoned Guelph to Goderich Rail Line for information;

AND FURTHER, THAT Council agrees to enter into the extension of lease agreement for a portion of the former abandoned Guelph to Goderich Rail Line;

AND FURTHER, THAT the Council of the Township of North Huron hereby deems an extension of lease agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services and the Township of North Huron to be a time sensitive and administrative matter and grants an exception to Section 19.1 of the Township's Procedure By-law to allow By-law No. 22-2021 to be adopted at the March 15, 2021 regular Council meeting.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.4.3 PW-2021-08 Management of the Airport Woodlot

McCarthy noted that the Township has retained a Forester to harvest the woodlot at the Richard LeVan Airport. McCarthy presented the process that would be used by the Forester.

Deputy Reeve Seip inquired whether the plantation of new trees has been discussed. Councillor van Hittersum described the natural reforestation process that occurs.

M93/21**MOVED BY:** P. Heffer**SECONDED BY:** C. Palmer

THAT the Council of the Township of North Huron hereby receives the report of the Director of Public Works, dated March 15, 2021 regarding management of the airport woodlot, for information;

AND FURTHER, THAT Council authorizes G.W.G. Resources Services to proceed with the development and implementation of woodlot management plan for the Richard LeVan Airport property;

AND FURTHER, THAT Council directs the Director of Finance to put the net proceeds from the woodlot harvest into the Airport Reserves.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7.4.4 PW-2021-10 Surplus and Sale of Airport Property

McCarthy noted the previous direction provided by Council regarding disposition of the Richard LeVan Airport. McCarthy presented an approach to sever and sell the airport lands.

A discussion occurred regarding whether approval from Morris-Turnberry is required to sever the lands.

McCarthy explained the rationale behind the recommendation to include an additional 15 acre-parcel in the lands to be severed. van Hittersum inquired into how access would be provided to the agricultural lands.

M94/21

MOVED BY: K. Falconer

SECONDED BY: C. Palmer

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works, dated March 15, 2021 regarding Airport Operations for information;

AND FURTHER, THAT staff be directed to sever the 77 acres of Airport Property along with an additional 15-acre parcel, a combined total of 92-acres and obtain an appraisal for the severed lands;

AND FURTHER, THAT staff be directed to retain the Agricultural lands;

AND FURTHER, THAT the Council of the Township of North Huron hereby declares the severed 92-acre area of Airport Property as surplus to the needs of the municipality;

AND FURTHER, THAT Council authorizes staff to proceed with the disposal of the 92-acre area of Airport Property through the direct advertising method and with the assistance of a professional agency;

AND FURTHER, THAT Council authorizes staff to negotiate terms and conditions of potential offers, with the assistance of a professional agency to obtain the best purchase and sale agreement for Council to consider;

AND FURTHER, THAT Council directs staff to prepare a report for a future meeting detailing all offers and expressions of interest received for Council's consideration;

AND FURTHER, THAT Council directs staff to prepare a report for Council's consideration for the Agricultural lands.

For (6): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, and C. Palmer

Against (1): A. van Hittersum

CARRIED (6 to 1)

7.5 Fire Department

7.5.1 FR-2021-04 Fire Dispatch Agreement with Owen Sound Police Services - Follow Up Report

Marty Bedard, Fire Chief provided the follow up information requested by Council regarding the reason for the increased term in the termination clause of the renewal agreement.

M95/21

MOVED BY: P. Heffer

SECONDED BY: K. Falconer

THAT the Council of the Township of North Huron hereby receives the report from the Fire Chief, dated March 15, 2021, regarding renewal of the Fire Dispatch Agreement;

AND FURTHER, THAT Council approves the renewal of the dispatch service agreement with Owen Sound Police Services, as presented;

AND FURTHER, THAT Council adopts By-law No. 20-2021, being a By-law to enter into an agreement with Owen Sound Police Services for fire dispatch services.

For (6): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, and A. van Hittersum

CARRIED (6 to 0)

7.6 Building Department - No Reports

7.7 Childcare Department - No Reports

7.8 CAO - No Reports

8. CORRESPONDENCE

8.1 Canadian Union of Postal Workers – Request for Support for Delivering Community Power

No action was taken by Council on the correspondence received from the Canadian Union of Postal Workers.

- 8.2 Dave Tiffin, Chair, Wingham BIA - Appointment of Wingham BIA Board Members

M96/21

MOVED BY: P. Heffer

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby approves the new appointments to the Wingham BIA Board as set out in the letter from Dave Tiffin, Wingham BIA Chair, dated February 26, 2021;

AND FURTHER, THAT By-law No. 25-2019; being a Committee Appointment By-law, be amended to reflect the new Wingham BIA Board appointments.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

- 8.3 David Sparling, Chair, Blyth BIA - Appointment of Blyth BIA Board Members

M97/21

MOVED BY: K. Falconer

SECONDED BY: R. McBurney

THAT the Council of the Township of North Huron hereby approves the new appointments to the Blyth BIA Board as set out in the letter from David Sparling, Blyth BIA Chair, dated March 5, 2021;

AND FURTHER, THAT By-law No. 25-2019; being a Committee Appointment By-law, be amended to reflect the new Blyth BIA Board appointments.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

9. COUNCIL REPORTS

9.1 REEVE ACTIVITY REPORT

Reeve Bailey expressed his pleasure with the new website. Bailey thanked Dave Clarke and North Huron staff for the organization of the COVID-19 vaccination clinic at the North Huron Westcast Community Complex.

9.2 COUNCIL MEMBER REPORTS (Verbal or written updates from members who sit on boards/committees)

Deputy Reeve Seip updated Council on the Wingham Community Connectors welcoming newcomers to North Huron initiative.

Councillor Heffer discussed the progress of the Museum Committee. Heffer noted that the Committee is currently preparing the final presentation to Council.

9.3 COMMENTS BY MEMBERS

Reeve Bailey noted the importance of receiving updates on the work of the Economic Development and Recovery Committee.

10. NOTICE OF MOTION

10.1 Request from Councillor van Hittersum

THAT the Council of the Township of North Huron hereby directs staff to prepare a letter to the Honourable Carla Qualtrough, Minister of Employment, Workforce Development and Disability Inclusion; the Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance; the Honourable Ben Lobb, Huron Bruce MP; and the Honourable Lisa Thompson, Minister of Government and Consumer Services and Huron Bruce MPP; in an effort to request the restoration of funding to the Centre for Equitable Learning Access (CELA) and to reverse their funding cuts.

11. BY-LAWS

11.1 By-law No. 20-2021 - Fire Dispatch Service Agreement with Owen Sound Police Services Board

M98/21

MOVED BY: A. van Hittersum

SECONDED BY: T. Seip

THAT By-law No. 20-2021; being a By-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Fire Dispatch Agreement between the Corporation of the Township of North Huron and the Owen Sound Police Services Board; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk, and be engrossed in the By-law book.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

11.2 By-law No. 21-2021 - Storm Outlet Licence Extension and Agreement

M99/21

MOVED BY: K. Falconer

SECONDED BY: R. McBurney

THAT By-law No. 21-2021; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Licence Extension and Agreement under Lease ID M72546 between Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services and The Corporation of the Township of North Huron; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk, and be engrossed in the By-law book.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

11.3 By-law No. 22-2021 - Goderich to Guelph Rail Line Land Lease Agreement

M100/21

MOVED BY: T. Seip

SECONDED BY: K. Falconer

THAT By-law No. 22-2021; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Net Lease Agreement between The Corporation of the Township of North Huron and Her Majesty the Queen in right of Ontario as Represented by the Minister of Government and Consumer Services for the land (abandoned rail lands) used for the Goderich to Guelph Rail Line; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk, and be engrossed in the By-law book.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

12. ANNOUNCEMENTS

A Special Council meeting will be held on Friday, March 26, 2021 at 9:00am through electronic participation.

The next Regular Council meeting will be held on Tuesday, April 6, 2021 at 6:00pm in the North Huron Town Hall Theatre, unless notified otherwise.

The next Polices Services Board meeting will be held on Tuesday, March 16, 2021 at 7:00pm in the North Huron Town Hall Theatre.

The next Economic Development and Recovery Committee meeting will be held on Thursday, March 18, 2021 at 2:00pm through electronic participation.

The next Wingham BIA Board meeting will be held on Thursday, March 18, 2021 at 6:30pm through electronic participation.

The next Blyth BIA Board meeting will be held on Thursday, March 25, 2021 at 8:00am through electronic participation.

The next Museum Committee meeting will be held on Thursday, April 8, 2021 at 2:00pm in the North Huron Town Hall Theatre, unless notified otherwise.

13. OTHER BUSINESS

None noted.

14. CLOSED SESSION AND REPORTING OUT**M101/21****MOVED BY:** P. Heffer**SECONDED BY:** K. Falconer

THAT the Council of the Township of North Huron hereby proceeds at 9:02pm to an In-Camera Session (Closed to the Public) to discuss the following:

- *A proposed or pending acquisition or disposition of land by the municipality or local board (the Armouries).*

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

Dwayne Evans reported that further to the staff report received in open session regarding the Armouries building, Council received legal advice and property value information in closed session. Evans reported out that Council also discussed an offer of purchase and sale for the Armouries building.

In open session, Council declined the offer of purchase and sale and discussed the preferred option for demolition of the building. The following motions were passed:

M102/21**MOVED BY:** T. Seip**SECONDED BY:** C. Palmer

THAT the Council of the Township of North Huron hereby declines the written offer of purchase and sale for the Armouries building;

AND FURTHER, THAT Council confirms its previous direction given to staff to proceed with demolition of the Armouries building.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)**M103/21****MOVED BY:** K. Falconer**SECONDED BY:** C. Palmer

THAT the Council of the Township of North Huron hereby authorizes staff to proceed with demolition in accordance with provisional option B plus paving as set out in the RFP documents;

AND FURTHER, THAT Council awards the contract for the demolition work in the amount of \$94,258.60 plus HST and paving work in the amount of \$17,940.00 plus HST to Kieswetter Demolition Inc;

AND FURTHER, THAT the paving work be funded through the Public Works Reserves;

AND FURTHER, THAT the Director of Finance be directed to make the necessary changes to the 2021 budget;

AND FURTHER, THAT Council directs the Clerk to prepare a by-law and agreement to award the demolition work and the paving work for the April 6, 2021 regular Council meeting.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

15. CONFIRMATORY BY-LAW

15.1 By-law No. 23-2021 - Confirmatory By-law

M104/21

MOVED BY: T. Seip

SECONDED BY: C. Palmer

THAT By-law No. 23-2021; being a by-law to adopt, confirm and ratify matters dealt with by the Council of the Township of North Huron at the March 15, 2021 meeting; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk and be engrossed in the By-law book.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

16. ADJOURNMENT

M105/21

MOVED BY: K. Falconer

SECONDED BY: C. Palmer

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 9:57pm.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

Bernie Bailey, Reeve

Carson Lamb, Clerk

**MINUTES OF THE TOWNSHIP OF NORTH HURON
SPECIAL MEETING OF COUNCIL**



Date: Friday, March 26, 2021
Time: 9:00 a.m.
Location: CISCO WEBEX VIRTUAL MEETING - Public Call in # 1-416-216-5643

MEMBERS PRESENT: Reeve Bernie Bailey
Deputy Reeve Trevor Seip
Councillor Kevin Falconer
Councillor Paul Heffer
Councillor Ric McBurney
Councillor Chris Palmer
Councillor Anita van Hittersum

STAFF PRESENT: Dwayne Evans, CAO/Deputy Clerk
Carson Lamb, Clerk
Donna White, Director of Finance
Kirk Livingston, CBO/Property Standards/Zoning
Marty Bedard, Fire Chief
Vicky Luttenberger, Director of Recreation and Community Services
Jamie McCarthy, Director of Public Works and Facilities
Trisha McLean, Manager of Child Care Services

OTHERS PRESENT: Lisa Courtney, Denny Scott, Cory Bilyea

1. CALL TO ORDER

Reeve Bailey requested that Deputy Reeve Seip assume the Chair. Deputy Reeve Seip called the Special Council Meeting to order at 9:01am.

2. CONFIRMATION OF AGENDA

M106/21

MOVED BY: P. Heffer

SECONDED BY: A. van Hittersum

THAT the Council of the Township of North Huron hereby accept the Agenda for the March 26, 2021 Special Council Meeting; as presented.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

3. DISCLOSURE OF PECUNIARY INTEREST

None noted.

4. DELEGATIONS

4.1 Lisa Courtney, BM Ross and Associates Limited - Development Charges 101

Council received a presentation from Lisa Courtney of BM Ross and Associates Limited regarding development charges. This included a presentation about: what development charges are, the rules and eligible costs for development charges, the process for calculating development charges, the process for implementing development charges, the current development charges in North Huron, the 2021 development charges update process, and the new community benefit charges.

Councillor Falconer inquired into whether development charges are able to be implemented to recover costs for expansion of services into neighbouring municipalities. Courtney discussed the difficulty of collecting development charges for developments in neighbouring municipalities. Reeve Bailey noted the potential for neighbouring municipalities to implement their own development charges to pay North Huron for the costs of expansion.

A discussion occurred regarding the appeal period timelines after the passing of the development charges by-law. Donna White, Director of Finance explained the proactive efforts used by North Huron previously to inform the developers of the proposed changes.

Courtney outlined the process used to develop a municipality's forecast for future growth. This included a discussion about the short-, medium-, and long-term trends. Council inquired into numerous different scenarios of when development charges can and cannot be implemented.

M107/21

MOVED BY: K. Falconer

SECONDED BY: C. Palmer

THAT the Council of the Township of North Huron hereby receives the presentation from Lisa Courtney, BM Ross and Associates Limited, dated March 26, 2021 regarding Development Charges 101, for information purposes;

AND FURTHER, THAT Council directs staff to proceed with the next steps to update the Township of North Huron development charges in 2021, at a cost of \$19,500 plus HST;

AND FURTHER, THAT the costs for the development charges update be recovered through the development charges.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

5. REPORTS - None

6. CLOSED SESSION AND REPORTING OUT

M108/21

MOVED BY: A. van Hittersum

SECONDED BY: R. McBurney

THAT the Council of the Township of North Huron hereby proceeds at 10:01am to an In-Camera Session (Closed to the Public) to discuss the following:

- *Labour relations or employee negotiations (Human Resources Policy Manual).*
 - For (6): T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (6 to 0)

Dwayne Evans, CAO reported out that in closed session, Council was presented with a draft human resources policy manual for consideration. Evans reported out that Council discussed the manual and provided direction to staff on the manual.

M109/21

MOVED BY: K. Falconer

SECONDED BY: R. McBurney

THAT the Council of the Township of North Huron hereby directs staff to proceed as directed in closed session.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

7. CONFIRMATORY BY-LAW

7.1 By-law No. 24-2021 - Confirmatory By-law

M110/21

MOVED BY: P. Heffer

SECONDED BY: R. McBurney

THAT By-law No. 24-2021; being a by-law to adopt, confirm and ratify matters dealt with by the Council of the Township of North Huron at the March 26, 2021 meeting; be introduced, read a first, second, third and final time, be signed by the Reeve and Clerk and be engrossed in the By-law book.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

8. ADJOURNMENT

M111/21

MOVED BY: P. Heffer

SECONDED BY: K. Falconer

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 11:58am.

For (7): B. Bailey, T. Seip, K. Falconer, P. Heffer, R. McBurney, C. Palmer, and A. van Hittersum

CARRIED (7 to 0)

Bernie Bailey, Reeve

Carson Lamb, Clerk

MINUTES OF THE NORTH HURON POLICE SERVICES BOARD

MEETING

Date: Tuesday, December 15, 2020
Time: 7:00 pm
Location: HELD IN THE WINGHAM TOWN HALL THEATRE

MEMBERS PRESENT: Chair Trevor Seip
Vice-Chair Ric McBurney
Board Member James Zorychta
Board Member William McGrath
Board Member Joan Middleton

STAFF PRESENT: Amanda Piskorski, Recording Secretary

OTHERS PRESENT: Andrew Maclsaac, Huron O.P.P Acting Inspector
Adam Illman, Huron O.P.P Acting Staff Sergeant

1. CALL TO ORDER

Chair Seip called the meeting to order at 7:00pm.

2. CONFIRMATION OF THE AGENDA

PSB21/20

MOVED BY: William McGrath

SECONDED BY: Ric McBurney

THAT the North Huron Police Services Board hereby accept the Agenda for the December 15, 2020 Police Services Board Meeting; as presented.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

None noted.

4. MINUTES OF THE PREVIOUS MEETING

PSB22/20

MOVED BY: Joan Middleton

SECONDED BY: Ric McBurney

THAT the North Huron Police Services Board hereby adopts the Minutes of the Police Services Board Meeting held October 20, 2020; as presented.

CARRIED

5. DELEGATIONS - None

6. BUSINESS ARISING FROM THE MINUTES

Chair Seip commented that Police Services Board meetings will continue to be held in the Wingham Townhall Theatre throughout COVID-19. The Police Services Act does not allow for meetings to be held electronically.

Chair Seip introduced the new members of the Ontario Provincial Police. Adam Illman, Acting Inspector and Andrew MacIsaac, Acting Staff Sergeant.

7. REPORTS

7.1 DETACHMENT COMMANDER REPORT

Sergeant MacIsaac provided the calls service as well as the Community Safety/Mobilization hours. Sergeant MacIsaac provided an update on the operations of the Auxiliary unit that was impacted by COVID-19.

Sergeant MacIsaac outlined the detachment initiatives including: the number of targeted media releases, the crime and traffic initiatives, the public education campaigns, the crime stoppers tips received for Huron County, and the continuous learning undertaken.

Sergeant MacIsaac provided details on the School/Youth Officer hours, the work of the Community Mobilization Officer, and the focused patrol initiatives. Sergeant MacIsaac discussed the success of a new program with the Ontario Provincial Police. The new program is comprised of mental health professionals assisting police officers in handling calls with persons with mental illness.

Sergeant MacIsaac discussed the noteworthy occurrences as outlined in the Detachment Commander report. Sergeant MacIsaac explained the current crime trends, detachment pressures, and community pressures.

Sergeant MacIsaac provided details of the total number of COVID-19 related occurrences and the total number of COVID-19 related charges.

Sergeant MacIsaac commented that they are currently looking into opening an extended service office in North Huron.

Chair Seip provided more details on the community safety/mobilization hours and explained how they will be used in a future billing model.

PSB23/20

MOVED BY: William McGrath

SECONDED BY: James Zorychta

THAT the North Huron Police Services Board hereby approves the Detachment Commanders Report for the December 15, 2020 meeting; as presented.

CARRIED

7.2 FINANCE REPORT - None

7.3 OTHER

7.3.1 PO-2020-03 Schedule of 2021 Police Services Board Meetings

Chair Seip commented that the Police Services Act requires a Police Services Board to holding (4) four meetings a year and summarized the draft meeting schedule.

PSB24/20

MOVED BY: Ric McBurney

SECONDED BY: Joan Middleton

THAT the North Huron Police Services Board hereby receives the report of the Clerk/Recording Secretary, dated December 15, 2020 regarding the Schedule of 2021 Police Services Board Meetings for information purposes;

AND FURTHER, THAT the North Huron Police Services Board agrees to meet on the dates of March 16th, June 15th, September 21st, and December 21st in 2021 at 7:00pm;

AND FURTHER, THAT Special Meetings will be called by the Board as required;

AND FURTHER, THAT staff be directed to advertise the 2021 schedule of the North Huron Police Services Board meetings on the Township's website.

CARRIED

7.3.2 PO-2020-04 Police Services Board Procedure By-law Update

Chair Seip commented on the draft changes to the proposed Procedural by-law.

PSB25/20

MOVED BY: James Zorychta

SECONDED BY: William McGrath

THAT the North Huron Police Services Board hereby receives the report of the Clerk/Recording Secretary, dated December 15, 2020 regarding the Police Services Board Procedure By-law Update for information purposes;

AND FURTHER, THAT the North Huron Police Services Board agrees to adopt the updated Police Services Board Procedure By-law, as presented.

CARRIED

8. BY-LAWS

8.1 01-2020 Police Services Board Procedure By-Law

PSB26/20

MOVED BY: Ric McBurney

SECONDED BY: Joan Middleton

By-law No. 01-2020; Being a by-law to govern the proceedings of the Township of North Huron Police Services Board; be introduced, read a first, second, third and final time, signed by the Chair and Secretary, and be engrossed in the By-law book.

CARRIED

8.2 02-2020 Authorization of R.I.D.E Funding

PSB27/20

MOVED BY: William McGrath

SECONDED BY: James Zorychta

By-law No. 02-2020; Being a by-law to authorize the Chair to sign, on behalf of the North Huron Police Services Board, a Reduce Impaired Driving Everywhere (R.I.D.E.) transfer payment agreement with Her Majesty the Queen in right of Ontario as represented by the Solicitor General; be introduced, read a first, second, third and final time, signed by the Chair and Secretary, and be engrossed in the By-law book.

CARRIED

9. **CORRESPONDENCE - None**

10. **NEW BUSINESS**

Chair Seip commented on the process of the Ontario Provincial Police actual hours and reconciling process.

11. **OPPORTUNITY FOR PUBLIC COMMENT**

No comments.

12. **CLOSED SESSION AND REPORTING OUT - None**

13. **NEXT MEETING**

The next North Huron Police Services Board will be held on Tuesday, March 16, 2021 at 7:00pm in the Town Hall Theatre.

14. **ADJOURNMENT**

PSB28/20

MOVED BY: Ric McBurney

SECONDED BY: James Zorychta

THAT there being no further business before the North Huron Police Services Board, the meeting be hereby adjourned at 7:41 pm.

CARRIED

Trevor Seip, Chair

Amanda Piskorski, Secretary



MINUTES OF THE TOWNSHIP OF NORTH HURON

ECONOMIC DEVELOPMENT AND RECOVERY COMMITTEE MEETING

Date: Thursday, February 18, 2021
Time: 2:00 p.m.
Location: CISCO WEBEX VIRTUAL MEETING - Public Call in # 1-416-216-5643

MEMBERS PRESENT: Dave Tiffin, Chair/Financial Sector Representative (via electronic participation)
Renate Sieber-Schlegel, Vice-Chair/ Realtor Sector Representative (via electronic participation)
Glen Manjin, Wingham BIA Representative (via electronic participation)
Kevin Falconer, Council Representative (via electronic participation)
Bernie Bailey, Ex-Officio (via electronic participation)
Anita van Hittersum, Council Representative (via electronic participation)
Alicia Deitner, Retail Sector Representative (via electronic participation)

MEMBERS ABSENT: Shane Yerema, Blyth BIA Representative

STAFF PRESENT: Dwayne Evans, CAO/ Deputy Clerk
Amanda Piskorski, Recording Secretary
Monica Walker-Bolton, Planner
Cody Joudry, County of Huron Director of Economic Development
David Clarke, Emergency Manager
Vicky Luttenberger, Director of Recreation and Community Services (all through electronic participation)

OTHERS PRESENT: Heather Boa, Operations Manager, Huron Chamber of Commerce
David Sparling, Chair, Blyth Business Improvement Association
Rebecca Rathwell, Job Developer, The Centre of Employment and Learning
Rachael King, General Manager, Blyth Festival (all through electronic participation)

1. CALL TO ORDER

Introduction Heather Boa, Operations Manager, Huron Chamber of Commerce

Chair Tiffin called the meeting to order at 2:00pm and welcomed Heather Boa, Operations Manager with the Huron Chamber of Commerce.

2. CONFIRMATION OF THE AGENDA

ED08/21

MOVED BY: A. van Hittersum

SECONDED BY: K. Falconer

THAT the North Huron Economic Development and Recovery Committee; hereby accept the Agenda for the February 18, 2021 Committee Meeting; as amended to include a Campground Trend PowerPoint presented by David Sparling for agenda item 6.5.

For (7): D. Tiffin, G. Manjin, K. Falconer, B. Bailey, A. van Hittersum, R. Sieber-Schlegel, and A. Deitner

CARRIED (7 to 0)

3. DECLARATION OF PECUNIARY INTEREST

None noted.

4. MINUTES OF THE PREVIOUS MEETING

ED09/21

MOVED BY: D. Tiffin

SECONDED BY: G. Manjin

THAT the North Huron Economic Development and Recovery Committee hereby adopts the minutes of the meetings held January 21, 2021; as presented.

For (7): D. Tiffin, G. Manjin, K. Falconer, B. Bailey, A. van Hittersum, R. Sieber-Schlegel, and A. Deitner

CARRIED (7 to 0)

5. DELEGATIONS - None

6. REPORTS

6.1 COUNTY UPDATE

Cody Joudry, County of Huron, Director of Economic Development, gave an update on the department initiatives at the County. The update included the following: the Workforce Attraction and Retention Strategy is continuing to increase the workforce in Huron County, additional business supports are available for local businesses in hardship due to COVID-19, a

review was provided of the current investment opportunities to attract new businesses to the area, hosting free business development workshops, events and virtual series continue, the Supporting Local Economic Development Grant Program closes on March 31, 2021, and the department currently working on an online county-wide events calendar, and an agricultural strategic plan.

Member Anita van Hittersum, Council Representative, commented on the lack of support and funding provided to meat processing facilities in the province. A short discussion was had and the following motion was supported by the Committee.

ED10/21

MOVED BY: A. van Hittersum

SECONDED BY: B. Bailey

THAT the North Huron Economic Development and Recovery Committee recommends North Huron Council direct staff to submit a letter to the Honourable Ernie Hardeman Ontario Minister of Agriculture, Food and Rural Affairs and the Honourable Marie-Claude Bibeau, Federal Minister of Agriculture and Agri-Food, with a copy to the Honourable Lisa Thompson, Huron-Bruce MPP, and Huron County Warden Glen McNeil seeking additional funding to increase meat processing capacity in order to address a growing demand for abattoir services across the province.

CARRIED

6.2 MUNICIPAL UPDATE

Member Bernie Bailey, Ex-Officio and Dwayne Evans, Chief Administrative Officer, provided an update of the Municipality as it relates to the Committee. The updated included discussion on the following: the passing of the 2021 Municipal budget, the development of Greens Meat Market, the Wingham Trailer Park property being declared surplus, the progression of the Wingham Creek Estates and Hutton Heights developments, the Blyth Public Works project moving forward with Environmental Site Condition Assessments and an agreement with the Blyth Festival to facilitate outdoor productions has been approved.

6.3 BLYTH BIA UPDATE

An update was provided for the Blyth BIA. New banners are being made for the Blyth main street and the Guelph to Goderich Trail is seeing an increase of traffic.

6.4 WINGHAM BIA UPDATE

Chair Tiffin commented that the Wingham Business Improvement Association is holding the BIA Annual General Meeting Thursday, February 25, 2021 at 7:00pm through electronic participation.

6.5 Blyth Campground - Vicky Luttenberger

David Sparling, Chair of the Blyth Business Improvement Association, presented his report on Campground Trends. The presentation included discussion on the following: camping accommodation distribution with tent camping holding the majority over recreation vehicle and cabin camping, top camping offerings and amenities in a venue people value, predictions and trends in recreation vehicle sales, COVID-19 affects on camping, 2021 camping trends showing a shift towards local camping and explained how the campground that is provided by the Municipality of South Huron is facilitated.

Vicky Luttenberger, Director of Recreation and Community Services, commented on the Blyth Campground report. The report included discussion on the following: the Blyth BIA's interest in the Blyth Campground being converted into a full-service campground, the increase in recreation vehicle sales due to the COVID-19 pandemic, the requirements needed for a full-service campground, the inclusion of the Blyth Campground in the Parks, Recreation and Cultural Master Plan being completed in the fall of 2021, no budgeted funds allocated in 2021 for this project and explained how past projects were not approved because of the high costs associated with them in the past.

Sparling commented that a full-service campground may not be necessary but to provide the basic amenities required for tent camping.

Member Bailey commented that it is a unique opportunity as the campground would be at the same location as the outdoor festival.

Luttenberger commented that with a new layout to accommodate tent camping they could provide a total of 25 tent sites. These sites would need to include firepits and other requirements suited for tent campers.

Rebecca Rathwell, Centre of Employment and Learning commented that the Supporting Local Economic Development Grant Program provided by the County could be an option for funding support.

ED11/21

MOVED BY: R. Sieber-Schlegel

SECONDED BY: K. Falconer

THAT the North Huron Economic Development and Recovery Committee hereby receives the report prepared by the Director of Recreation & Community Services, dated February 18, 2021, regarding the Blyth

Campground for information purposes;

AND FURTHER, THAT the North Huron Economic Development and Recovery Committee hereby receives the presentation delivered by David Sparling, Chair of the Blyth Business Improvement Association, at their February 18, 2021 Committee meeting, regarding a Blyth Campground transformation initiative project;

AND FURTHER, THAT the North Huron Economic Development and Recovery Committee supports the idea of the Blyth Campground transformation initiative project based on the presentation provided by David Sparling at their February 18, 2021 Committee meeting;

AND FURTHER, THAT the North Huron Economic Development and Recovery Committee recommends the Blyth Business Improvement Association present their Blyth Campground transformation initiative project to Council at a future meeting.

CARRIED

6.6 Industrial Representative Update - Renate Sieber-Schlegel

Member Renata Sieber-Schlegel, Realtor Sector Representative, commented that she continues to reach out to potential members in the industrial sector to seek their interest in joining the Committee. The Committee discussed including trades persons as potential representatives.

6.7 Property Development - Renate Sieber-Schlegel

Chair Tiffin and Member Sieber-Schlegel commented on the need for commercial development along Highway 86. Member Sieber-Schlegel commented that the development of the property would need to include Morris-Turnberry as they own the land and North Huron owns the services.

Reeve Bailey commented on a boundary adjustment agreement for access between the two municipalities to the highway.

Member Falconer commented that the Cross-Boarder Servicing Committee has not heard back from Morris-Turnberry on other developments for commercial properties.

Member Sieber-Schlegel indicated she will bring back a report at a future meeting regarding the potential development of the commercial property.

6.8 Business Retention & Expansion Project - Dave Tiffin

Chair Tiffin indicated Cole Nicholson, Business Retention & Expansion Coordinator, with the County of Huron, will be presenting at the March Committee Meeting.

6.9 Economic Development Job Description - Dwayne Evans

Evans provided an update regarding an Economic Development Officer Job Description. The update included discussion on the following: Council's request for continued discussion on the position, drafting of a job description, performance indicators, job duties and focus of the position.

Member Falconer commented on the potential for the position to be a shared service with neighboring municipalities.

Evens commented that he would bring back a draft job description for the Committee's feedback.

7. CORRESPONDENCE

7.1 County Media Release - SLED Funding

8. ANNOUNCEMENTS

9. OTHER BUSINESS

10. NEXT STEPS

- Cole Nicholson to present at the March Committee meeting regarding Business Retention and Expansion.
- Dwayne Evans to bring back a draft job description for an Economic Development Officer position.
- Health Boa, Operations Manager with the Huron Chamber of Commerce to present at the March Committee meeting.

11. NEXT MEETING

The next Economic Development and Recovery Committee Meeting is scheduled for March 18, 2021 at 2:00pm though electronic participation unless otherwise notified.

12. ADJOURNMENT

ED12/21

MOVED BY: B. Bailey

SECONDED BY: R. Sieber-Schlegel

THAT the North Huron Economic Development and Recovery Committee agree that there being no further business before the Committee; the meeting be hereby adjourned at 3:50 am.

For (7): D. Tiffin, G. Manjin, K. Falconer, B. Bailey, A. van Hittersum, R. Sieber-Schlegel, and A. Deitner

CARRIED (7 to 0)

Dave Tiffin, Chair

Amanda Piskorski, Recording Secretary



MINUTES OF THE BLYTH BIA BOARD MEETING

DATE: THURSDAY, FEBRUARY 25, 2021

TIME: 8:00AM

LOCATION: ZOOM VIRTUAL MEETING

MEMBERS PRESENT: D. Sparling, Chair
S. Yerema, Vice Chair
J. Todd, Treasurer
C. Jordan, Secretary
K. Falconer, NH Council Rep.
R. King
C. O'Donnell

OTHERS PRESENT: D. Scott

1. ROLL CALL/CONFIRM QUORUM:
Chair Sparling called Regular BBIA meeting to order 8:00am

2. CONFIRMATION OF THE AGENDA

MOVED BY: C. O'Donnell

SECONDED BY: R. King

That the Blyth BIA Board hereby accept the Agenda for February 25, 2021 Meeting
For (6): S. Yerema, J. Todd, C. Jordan, K. Falconer, R. King, C. O'Donnell

CARRIED (6 TO 0)

3. APPROVAL OF LAST MEETINGS MINUTES

MOVED BY: S. Yerema

SECONDED BY: C O'Donnell

That the Blyth BIA Board hereby accepts the Minutes of January 28, 2021 Meeting.

For (6): S. Yerema, J. Todd, C. Jordan, K. Falconer, R. King, C. O'Donnell
CARRIED (6 TO 0)

4. DISCLOSURE OF PECUNIARY INTERESTS

None

5. BUSINESS ARISING:

none

6. TREASURER REPORT

- received \$500 from the Legion- thank you.
- N.H. Business Development Fund- \$1000 for Education series
- Balance \$7847.88
- Audit is taking place, everything looks good, will receive HST return
- Changeable sign invoice outstanding

MOVED BY: J. Todd
SECONDED BY: C. O'Donnell

That the Blyth BIA Board hereby accepts the Treasurer Report as it stands.

For (6): S. Yerema, J. Todd, C. Jordan, K. Falconer, R. King, C. O'Donnell
CARRIED (6 TO 0)

7. NORTH HURON COUNCIL REPORT

- Ec dev staff person needed to handle all the growth. In negotiation for part-time position

8. COMMITTEE REPORTS

a) Economic Development

- Shane was unable to attend meeting

b) Marketing Committee

- Banners- 30 banner projected, 25 brackets, to be installed in Spring
- G2G Work in progress

9. NEW BUSINESS

a) Main Street music starts March 1 week.

b) Campground 2021

N.H. committee meeting in fall of 2021-too late for our season

-costs N.H. 50K in maintenance fees every year

-Camping, RV vacationing is definitely trending as many reports show.

The Idea

-add 25 picnic tables and fire pits

-automatic booking and payment through N.H. website

-K. Falconer advised to go as a committee of council

That the Blyth BIA Board approves the Chair and Vice Chair to appear as a delegation before North Huron Council to review opportunities at the Blyth Campground

MOVED BY: J. Todd

SECONDED BY: C. O'Donnell

For (6): S. Yerema, J. Todd, C. Jordan, K. Falconer, R. King, C. O'Donnell

CARRIED (6 TO 0)

c) G2G Connectivity

-Fat Tire Bike Rentals 10 call/day on average

-approx 10 riders of the 200 cyclists will pass through the downtown

-main street is dangerous, current route is ineffective for business

-bike security important downtown

*possible solution-go through Skidunk Alley-main street is more visible

-N.H. to install privacy fence to create passage to Skidunk Alley from G2G
Rail Trail

- form a Committee of Council to get a shovel ready proposal to present
to N.H. for creating a passage to Skidunk Alley from G2G

That the Blyth BIA asks North Huron Council to investigate improving connectivity Blyth's main Street to the G2G by creating a passage from the G2G to Skidunk Alley.

MOVED BY: S. Yerema

SECONDED BY: C. O'Donnell

For (6): S. Yerema, J. Todd, C. Jordan, K. Falconer, R. King, C. O'Donnell
CARRIED (6 TO 0)

-Volunteers for Plan

S. Yerema, C. O'Donnell, D. Sparling—reach out to Chris Lee for Community member.

d) Wayfinding Signs

-G2G Greenway-change to G2G only (small font Greenway Trail)

-make parking more visible

That the Blyth BIA update the existing signs as per the changes above.

MOVED BY: J. Todd

SECONDED BY: R.King

For (6): S. Yerema, J. Todd, C. Jordan, K. Falconer, R. King, C. O'Donnell
CARRIED (6 TO 0)

10. OTHER BUSINESS

-R. King—no new news

- J. Todd- Church- Anglican Church not opening, real mix of who is opening

-Ministerial booth at outdoor market

-outdoor service in June-Lion's Park

- C. Jordan—Sweets N Treats coming to the new retail space

-K. Falconer—look at costs of Central Huron helping us to get cyclist to Cowbell and Tim Hortons via downtown

- D. Sparling—online Market going well, sold signs on main street encouraging
 - need to grow Blyth as well to 1500, 1100 population presently
 - udos to K. Falconer and Council

11. MOTION TO ADJOURN

MOVED: J. Todd

12. NEXT MEETINGS

- a. Thursday 25 March 8:00am
- b. Thursday 29 April 8:00am IN PERSON AT B&DCC

MINUTES APPROVED BY:



CHAIR

SECONDED BY:



SECRETARY

ON THIS DATE:



Wingham BIA Board Meeting
Thursday, January 14, 2021 @ 6:32pm via Zoom

Board Members Present:

Lisa Hearnden, Doug Kuyvenhoven, Annette Monsma, Jason Schiestel, Ryan Ferguson, Jim Snyder,
Council Representative Deputy Reeve Trevor Seip

Board Members Absent:

Jordan Hodgins,

Others Present:

Paul Heffer - Township of North Huron Councillor
Kendra Quinlan - Ship 2 Shore

1. Call to Order

Chair Kuyvenhoven called the meeting to order at 6:30pm via Zoom.

2. Public Input (Opportunity for guests to speak up to 2 minutes on any agenda item)

No comments from the public.

3. Approval of the Agenda

Moved by: J Snyder

Seconded by: D Tiffin

THAT the Wingham BIA Board hereby approves the agenda

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson,
A.Monsma

CARRIED (8-0)

4. Approval of Previous Minutes

4.1. Approval of BIA Board Meeting minutes - December 3, 2020

Moved by: T.Seip

Seconded by: R.Fergusson

THAT the Wingham BIA Board hereby adopts the minutes of the December 3, 2020

Wingham BIA Board Meeting; as presented.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson,
A.Monsma

CARRIED (8-0)

5. Declaration of Conflicts of Interest

None noted.

7. Financials

7.1. Financial Statements

Member and Treasurer Schiestel provided the financial report as sent out with the agenda to the board of management.

7.2. Cheques Written - approval

Moved by: R.Fergusson

Seconded by: T. Seip

THAT the Wingham BIA Board hereby approves the cheques written since the December 3, 2020 Board Meeting.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson, A.Monsma

CARRIED (8-0)

7.3. Accounts Receivable

Accounts Receivable was reviewed by the Board. D. Kuyvenhoven to follow-up with overdue accounts.

7.4. BIA Community Cash

The new booklets are \$200 with 10x\$10 & 5x\$20

8. BIA Board Positions

8.1. Jordan Hodgins- we received Jordan's resignation.

Moved by: J. Snyder

Seconded by: L. Hearnden

THAT the Wingham BIA Board accepts the resignation of Jordan Hodgins.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson, A.Monsma

CARRIED (8-0)

8.2. Jason Schiestel- we received a letter of resignation from Jason Schiestel

Moved by: T. Seip

Seconded by: D. Tiffin

THAT the Wingham BIA Board accepts the resignation of Jason Schiestel.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson, A.Monsma

CARRIED (8-0)

8.3. BIA Board Treasurer position - Doug Kuyvenhoven was nominated and accepted the nomination.

Moved by: L. Hearnden

Seconded by: D. Tiffin

THAT the Wingham BIA Board elect Doug Kuyvenhoven to the position of treasurer.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson, A.Monsma

CARRIED (8-0)

8.5. BIA Board Chair position -

8.5.1. Doug Kuyvenhoven resigned from the Chair effective the end of the meeting. **Moved by:** T. Seip

Seconded by: R. Fergusson

THAT the Wingham BIA Board accept the resignation of the chair Doug Kuyvenhoven.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R.

Fergusson, A.Monsma

CARRIED (8-0)

8.5.2. Dave Tiffin was nominated for the position of Chair and accepted the nomination for one year.

Moved by: T. Seip

Seconded by: R. Fergusson

THAT the Wingham BIA Board elect Dave Tiffin to the position of Chair.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R.

Fergusson, A.Monsma

CARRIED (8-0)

9. Bank account

9.1. TD to Libro - D. Kuyvenhoven requested that the BIA bank account be moved to Libro as that will be more convenient for the new treasurer. The BIA Community Cash account is already with Libro.

Moved by: D. Kuyvenhoven

Seconded by: J. Snyder

THAT the Wingham BIA Board open a chequing account at Libro and close the BIA bank account at the TD bank.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson, A.Monsma

CARRIED (8-0)

9.2. Signing authority

Moved by: J. Snyder

Seconded by: R. Fergusson

THAT the D.Kuyvenhoven, D.Tiffin, and L.Hearnden be the signing authorities on the bank account.

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson, A.Monsma

CARRIED (8-0)

10. BIA AGM

10.1. Date - Thur, Feb 25 @ 7:30 pm

10.2. COVID contingency plans for AGM - will hold it via Zoom if necessary

10.3. Agenda - year in review, financial statement 2020, budget 2021, new board members nominations and voting to two board vacancies.

10.4. Meeting Notices - must be sent out 2 weeks before the AGM by mail.

11. BIA 2021 Budget - Will likely be similar to 2020. Suggestion made to increase the main street decorations budget. T. Seip, L. Hearnden, D. Kuyvenhoven, & D. Tiffin will work on preparing the draft budget to present at the next board meeting.

12. BIA AGM Awards for 2020 - Awards committee was made up of Kendra Quinlan, D. Tiffin, L. Heandren, & T. Seip. The categories are: Volunteer of the year, Business of the year, Civic improvement, Lifetime Achievement (optional award), New Businesses.

13. COVID Crisis- North Huron website has information

- 14. **BIA Committees & Liaisons**
 - 14.1. **Retail Committee**
 - 14.1.1. **Spend your Shift** - no update
 - 14.1.2. **Huron County Wish Book promotion** - no update
 - 14.2. **Radio Ads** - No update
 - 14.3. **Curb Appeal**
Doug to follow up on the flower colours and ordering of the flower baskets.
 - 14.4. **NH Museum Committee**
Paul updated saying that they are in the final stage and the presentation will be made to council in the next few months.
 - 14.5. **Wingham Community Connectors**
D. Tiffin reported that the winners for the 12 Days of Christmas have been decided and the BIA Community Cash will be awarded soon.
 - 14.6. **Cruikshank Park Christmas Lighting** - T. Seip will mail out thank you letters to Tharon Riley and Len Walters.
- 15. **Other Business**
 - 15.1. **LED Sign at Tim Hortons Corner - Doug Kuyvenhoven**
3 quotes were received and it looks like the LED sign can be completed within budget. The committee to review the quotes will be waiting for COVID restrictions to be lifted before visiting vendors and then making recommendations to the board.
 - 15.2. **Music on Main Street**
Christmas music was turned off Dec 31. There were no complaints this year.
 - 15.3. **Meeting schedule for 2021**
Moved by: D. Tiffin
Seconded by: L. Hearnden
THAT Wingham BIA Board meetings will normally be held the 3rd Thursday of each month at 6:30 PM starting in March with the exception of July when there will be no BIA meeting.
For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson , A.Monsma
- 16. **Next BIA Board Meeting - Thursday Feb 4, 2021 via Zoom**

CARRIED (8-0)

18. Motion to Adjourn

Moved by: L.Hearnden

Seconded by: T.Seip

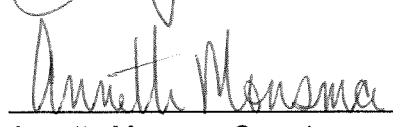
THAT there being no further business before the Wingham BIA Board, the meeting be hereby adjourned at 7:41pm

For (8): J. Snyder, D. Kuyvenhoven, J. Schiestel, L. Hearnden, T. Seip, D. Tiffen, R. Fergusson ,
A.Monsma

CARRIED (8-0)



Doug Kuyvenhoven, Chair



Annette Monsma, Secretary

Wingham BIA Board Meeting

Thursday, February 4, 2021 @ 6:32pm via Zoom

Board Members Present:

Ryan Fergusson, Lisa Hearnden, Doug Kuyvenhoven, Annette Monsma, Council Representative Deputy Reeve Trevor Seip, Dave Tiffin

Board Members Absent:

Jim Snyder

Others Present:

Paul Heffer- Township of North Huron Councillor
Ally Sieber Peyton

1. Call to Order

Chair Dave Tiffin called the meeting to order at 6:32pm via Zoom

2. Public Input (Opportunity for guests to speak up to 2 minutes on any agenda item) No comments from public noted

3. Approval of the Agenda

Moved by: D.Kuyvenhoven

Seconded by: A.Monsma

THAT the Wingham BIA Board hereby approves the agenda

For (6): D.Kuyvenhoven, L.Hearnden, T.Seip, D.Tiffin, R.Fergusson, A.Monsma

CARRIED (6-0)

4. Approval of Previous Minutes

Approval of BIA Board Meeting minutes - Jan.14, 2021

Moved by: T.Seip

Seconded by: R.Fergusson

THAT the Wingham BIA Board hereby adopts the minutes of the Jan. 14, 2021 Wingham BIA Board Meeting; as presented.

For (6): D Kuyvenhoven, L. Hearnden, T. Seip, D. Tiffin, R.Fergusson, A. Monsma

CARRIED (6-0)

5. Declaration of Conflicts of Interest

None Noted

6. Financials

6.1. Financial Statements

Member and Treasurer D. Kuyvenhoven reviewed the financial statements, also noted that the TD account is now closed and Libro account now open with D.Kuyvenhoven, L.Hearnden and D. Tiffin having signing privileges. Quickbooks is also set up for the new year.

6.2 Cheques Written - approval

Moved by: L.Hearnden

Seconded by: T.Seip

THAT the Wingham BIA Board hereby approves the cheques written since the Jan. 14, 2021 Board Meeting.

For (6): D.Kuyvenhoven, L.Hearnden, T.Seip, D.Tiffin, R.Fergusson, A.Monsma

CARRIED (6-0)

6.3 Accounts Receivable

Accounts Receivables were reviewed by the board. D.Kuyvenhoven followed up with the A/R that was over 90 days noting that about ½ the accounts were cleaned up at the time of the meeting.

7. Budget 2021 Review

D.Kuyvenhoven reviewed the budget with the board members that will be presented at the AGM.

Moved by: D.Kuyvenhoven

Seconded by: L.Hearnden

THAT the Wingham BIA Board accepts the budget for presentation at the BIA AGM on Feb. 25.

For (6): D.Kuyvenhoven, L.Hearnden, T.Seip, D.Tiffin, R.Fergusson, A.Monsma

CARRIED (6-0)

8. BIA Board Positions

8.1. Ally Sieber-Peyton is interested in joining the board. R.Fergusson to nominate her at the AGM.

9. BIA AGM Date - Thurs.Feb 25 @7:00pm

9.1. BIA AGM to be held virtual. Letter to be sent out with a link and agenda.

9.2. AGM Agenda

Welcome

- Meeting protocols due to being online.

Approval of Agenda

Chair- Report of the year

Financials -2020 J.Schiestel

Goals for 2021

Budget presentation.

Election of 2021 Board members

Awards

Questions at the end

10. BIA AGM Awards for 2021

New Businesses Awards:

Volunteer of the year: L.Hearnden

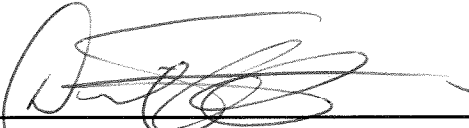
Lifetime Achievements: J. Schiestel

Civic Improvement: Ideal Supply

Business of the Year: No award for 2020 due to Covid

10.1. Rewards will be presented by showing then delivering when safe to do so.

11. **Business Retention & Expansion**
Cole Nicholson from Huron County Initiative sending out a survey starting in April. More details to come prior.
12. **BIA Committees & Liaisons**
 - 12.1. **Retail Committee-** Nothing to report
 - 12.2. **Radio Ads -** Nothing to report
 - 12.3. **Curb Appeal -** Gnomes are collected. Spring Breezes have contract this year for flowers (yellow & purple & white)
 - 12.4. **Communications-** keep website/facebook updated
D.Tiffin reported that 11 businesses in our area received grants from Digital Main Street.
 - 12.5. **Economic Development-** next meeting on the 18th
G.Manjin congratulated D.Tiffin as chair and Renate as vice chair
 - 12.6. **NH Museum Committee-** they are finalizing a presentation to present to the town council.
 - 12.7. **Wingham Community Connectors -** not much to report due to Covid.
Their FB page is seeing quite a bit of traffic.
13. **New Businesses-** none noted
14. **Other Business-** none noted
15. **Next BIA Meeting-** AGM -Thursday February 25 @7:00pm
Next Regular Board Meeting Thurs.March 18 @ 6:30pm
16. **Motioned to Adjourn**
Moved by : R. Fergusson
Seconded by: L.Hearnden
THAT there being no further business before the Wingham BIA Board, the meeting be hereby adjourned at 7:36pm
For (6): D.Kuyvenhoven, L.Hearnden, T.Seip, D.Tiffin, R.Fergusson, A.Monsma
CARRIED (6-0)



Dave Tiffin ,Chair



Annette Monsma, Secretary

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 506435 Date 03/26/2021 Amount 97.89					
003499	ALTRUCK INTL TRUCK CENTRES	679353X1	03/09/2021	PW- LIGHT ASSEMBLY 07-16	97.89
				Invoice Count 1 Total	97.89
Cheque 506436 Date 03/26/2021 Amount 250,674.40					
000035	AVON MAITLAND DISTRICT	March 2021	03/01/2021	MARCH 2021 PAYMENT	250,674.40
				Invoice Count 1 Total	250,674.40
Cheque 506437 Date 03/26/2021 Amount 2,208.32					
002943	BERGOR EQUIPMENT SUPPLY	129674	03/12/2021	PW- PARTS FOR 99-04	198.12
002943	BERGOR EQUIPMENT SUPPLY	129678	03/12/2021	PW- PARTS FOR 99-04	2,010.20
				Invoice Count 2 Total	2,208.32
Cheque 506438 Date 03/26/2021 Amount 178.86					
000072	BLYTH PRINTING INC.	33807	03/15/2021	PW- VINYL NUMBERS FOR VE	178.86
				Invoice Count 1 Total	178.86
Cheque 506439 Date 03/26/2021 Amount 1,032.27					
005052	BRANDT TRACTOR LTD	4703096	03/09/2021	PW- REPAIRS TO 08-21	1,032.27
				Invoice Count 1 Total	1,032.27
Cheque 506440 Date 03/26/2021 Amount 66.21					
004447	BRITTANY WEBER	March 2021	03/03/2021	EARLY ON/BAMR- SUPPLIES	66.21
				Invoice Count 1 Total	66.21
Cheque 506441 Date 03/26/2021 Amount 140.12					
000086	BROPHY TIRE	48409	02/16/2021	PW- REPAIR TIRE 03-10	70.06
000086	BROPHY TIRE	48419	02/23/2021	PW- REPAIR TIRE 03-10	70.06
				Invoice Count 2 Total	140.12
Cheque 506442 Date 03/26/2021 Amount 311.88					
002016	CENTRA DOOR NORTH COMPANY LTD	4452	03/02/2021	PW- WINGHAM- REPAIR DOO	311.88
				Invoice Count 1 Total	311.88
Cheque 506443 Date 03/26/2021 Amount 79.48					
004956	CHARLENE BEYERSBERGEN	3-17-2021	03/17/2021	DC/BASH- SUPPLIES/POLICE	79.48
				Invoice Count 1 Total	79.48
Cheque 506444 Date 03/26/2021 Amount 335.00					
003919	CINTAS CANADA LIMITED	4076255889	02/18/2021	FIRE/PW- GRAY MATS	80.01
003919	CINTAS CANADA LIMITED	4078884174	03/18/2021	FIRE/PW- GRAY MATS	80.01
003919	CINTAS CANADA LIMITED	4079009842	03/19/2021	ARENA/HALL B- GRAY MATS	174.98
				Invoice Count 3 Total	335.00
Cheque 506445 Date 03/26/2021 Amount 3,363.10					
000146	CLIFF'S PLUMBING & HEATING	38788	01/01/2021	COLUMBUS CENTRE- REPAIF	1,408.25

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000146	CLIFF'S PLUMBING & HEATING	38990	01/01/2021	COMPLEX- HOT SURFACE IG	160.03
000146	CLIFF'S PLUMBING & HEATING	39586	02/25/2021	ARENA B- REPAIR BACKFLOW	1,794.82
				Invoice Count	3 Total 3,363.10
Cheque 506446		Date 03/26/2021	Amount 225.77		
002982	COMCO FASTENERS INC	210032	01/08/2021	PW- SCRAPER BLADE BOLTS	225.77
				Invoice Count	1 Total 225.77
Cheque 506447		Date 03/26/2021	Amount 1,043.48		
000186	DELTA ELEVATOR COMPANY LTD	9235145	03/01/2021	TOWN HALL- ELEVATOR MAINT	522.41
000186	DELTA ELEVATOR COMPANY LTD	9235146	03/01/2021	COMPLEX- ELEVATOR MAINT	521.07
				Invoice Count	2 Total 1,043.48
Cheque 506448		Date 03/26/2021	Amount 146.22		
004484	EDUCATIONAL TOY OUTLET	1053001	03/17/2021	DC/MR/SH- SUPPLIES	146.22
				Invoice Count	1 Total 146.22
Cheque 506449		Date 03/26/2021	Amount 532.23		
003375	FIRESERVICE MANAGEMENT LTD	445970	03/17/2021	FIRE- BUNKER GEAR CLEANING	532.23
				Invoice Count	1 Total 532.23
Cheque 506450		Date 03/26/2021	Amount 481.38		
005189	FIVE9 SOLUTIONS INC.	262	03/15/2021	FIRE - RADIO REPAIRS	481.38
				Invoice Count	1 Total 481.38
Cheque 506451		Date 03/26/2021	Amount 23,907.31		
000074	FOXTON FUELS LIMITED	464632	02/01/2021	PW-WINGHAM DYED DIESEL	1,066.49
000074	FOXTON FUELS LIMITED	464683	02/02/2021	LANDFILL- COMPACTOR FUE	265.00
000074	FOXTON FUELS LIMITED	465086	02/08/2021	PW-EW- CLEAR DIESEL	1,803.55
000074	FOXTON FUELS LIMITED	465087	02/08/2021	PW-EW- DYED DIESEL	3,869.45
000074	FOXTON FUELS LIMITED	465208	02/09/2021	LANDFILL- COMPACTOR FUE	253.38
000074	FOXTON FUELS LIMITED	465048	02/10/2021	PW- DRUM 15W30- PAIL 80W	1,024.86
000074	FOXTON FUELS LIMITED	465519	02/12/2021	PW- WINGHAM CLEAR DIESEL	1,446.13
000074	FOXTON FUELS LIMITED	465520	02/12/2021	PW-WINGHAM- DYED DIESEL	1,256.81
000074	FOXTON FUELS LIMITED	465604	02/14/2021	LANDFILL- COMPACTOR FUE	303.56
000074	FOXTON FUELS LIMITED	465605	02/14/2021	PW- CLEAR DIESEL BLYTH	1,109.30
000074	FOXTON FUELS LIMITED	465666	02/18/2021	PW- GREASE HAND PUMP, O	670.71
000074	FOXTON FUELS LIMITED	465886	02/22/2021	PW- PAIL DURON 30 ENGINE	101.93
000074	FOXTON FUELS LIMITED	466028	02/22/2021	PW- WINGHAM CLEAR DIESEL	1,451.76
000074	FOXTON FUELS LIMITED	466029	02/22/2021	PW-WINGHAM DYED DIESEL	1,295.52
000074	FOXTON FUELS LIMITED	466126	02/23/2021	LANDFILL- COMPACTOR FUE	326.71
000074	FOXTON FUELS LIMITED	466363	02/25/2021	PW-EW- CLEAR DIESEL	1,544.52
000074	FOXTON FUELS LIMITED	466364	02/25/2021	PW- EW- DYED DIESEL	3,195.95
000074	FOXTON FUELS LIMITED	466910	02/28/2021	FIRE- FEBRUARY FUEL	640.70
000074	FOXTON FUELS LIMITED	467232	02/28/2021	PW- FEBRUARY FUEL	1,148.25
000074	FOXTON FUELS LIMITED	464631	03/01/2021	PW-WINGHAM- CLEAR DIESEL	1,132.73
				Invoice Count	20 Total 23,907.31

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 506452		Date 03/26/2021	Amount 662.25		
000249	GREEN'S MEAT MARKET	20924	03/11/2021	DAY CARE- MEAT SUPPLIES	662.25
				Invoice Count 1 Total	662.25
Cheque 506453		Date 03/26/2021	Amount 650.88		
004321	HORTON AUTOMATICS OF ONTARIO	100616	03/22/2021	COMPLEX- REPAIR SECURIT	650.88
				Invoice Count 1 Total	650.88
Cheque 506454		Date 03/26/2021	Amount 533.00		
000274	HORTON'S DAIRY	44719	03/02/2021	DAY CARE- DAIRY SUPPLIES	170.48
000274	HORTON'S DAIRY	44866	03/09/2021	DAY CARE- DAIRY SUPPLIES	171.67
000274	HORTON'S DAIRY	45008	03/16/2021	DAY CARE - DAIRY SUPPLIE	190.85
				Invoice Count 3 Total	533.00
Cheque 506455		Date 03/26/2021	Amount 575.00		
000282	HURON COUNTY ROAD SUPERVISORS	2021	03/01/2021	ROADS- 2021 MEMBERSHIP	575.00
				Invoice Count 1 Total	575.00
Cheque 506456		Date 03/26/2021	Amount 226.00		
000289	HURON PIONEER THRESHERS ASSOC	2-28-2021	02/28/2021	REC ADMIN- AD IN HERITAGE	226.00
				Invoice Count 1 Total	226.00
Cheque 506457		Date 03/26/2021	Amount 16.16		
000286	HURON TRACTOR LTD	B07212- Cr	02/10/2021	REVERSE CREDIT- USED TW	16.16
				Invoice Count 1 Total	16.16
Cheque 506458		Date 03/26/2021	Amount 263.00		
000290	HURONIA WELDING & INDUSTRIAL	D79908	02/10/2021	PW- OXYGEN FOR TORCH	73.00
000290	HURONIA WELDING & INDUSTRIAL	D79917	02/19/2021	PW- OXYGEN FOR TORCH	79.00
000290	HURONIA WELDING & INDUSTRIAL	D82227	03/01/2021	PW- ARGON GAS	111.00
				Invoice Count 3 Total	263.00
Cheque 506459		Date 03/26/2021	Amount 1,371.82		
000352	KITSUPPLY	162279	03/02/2021	TH/LIBRARY- JANITORIAL SU	665.80
000352	KITSUPPLY	162383	03/09/2021	COMPLEX- TOILET BOWL CLI	31.19
000352	KITSUPPLY	162400	03/09/2021	DAY CARE- JANITORIAL SUPI	496.69
000352	KITSUPPLY	162496	03/16/2021	DAY CARE- CREDIT FOR RET	-25.37
000352	KITSUPPLY	162510	03/16/2021	COMPLEX- JANITORIAL SUPP	203.51
				Invoice Count 5 Total	1,371.82
Cheque 506460		Date 03/26/2021	Amount 2.78		
000388	MAITLAND WELDING & MACHINING	21581	02/23/2021	WINTER CONTROL- BOLTS	2.78
				Invoice Count 1 Total	2.78
Cheque 506461		Date 03/26/2021	Amount 387.82		

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
002732	MCGAVIN FARM EQUIPMENT LIMITED	P32103	03/12/2021	PW- HYDRAULIC OIL	387.82
				Invoice Count 1 Total	387.82
Cheque 506462		Date 03/26/2021	Amount 188.71		
000420	MGM TOWNSEND TIRE	80735	03/15/2021	PW- REPAIR TIRE 18-36	188.71
				Invoice Count 1 Total	188.71
Cheque 506463		Date 03/26/2021	Amount 6,110.37		
000421	MICROAGE BASICS	406044	02/04/2021	PW- PRINTER CARTRIDGE BL	81.35
000421	MICROAGE BASICS	406104	02/05/2021	DAY CARE- OFFICE SUPPLIE	244.79
000421	MICROAGE BASICS	406129	02/05/2021	REC ADMIN- LAMINATING SE	82.47
000421	MICROAGE BASICS	406143	02/05/2021	DAY CARE- OFFICE SUPPLIE	18.27
000421	MICROAGE BASICS	472229	02/05/2021	ADMIN- DRY ERASE BOARDS	307.79
000421	MICROAGE BASICS	472350	02/08/2021	ADMIN- FILING CABINET	4,008.80
000421	MICROAGE BASICS	406482	02/09/2021	EARLY LEARNING- OFFICE S	366.04
000421	MICROAGE BASICS	406575	02/10/2021	DAY CARE- BOOK TAPE	30.14
000421	MICROAGE BASICS	472838	02/16/2021	ADMIN- DRY ERASE BOARDS	447.46
000421	MICROAGE BASICS	407469	02/18/2021	ARENA/HALL B- OFFICE SUP	63.25
000421	MICROAGE BASICS	407479	02/18/2021	REC ADMIN- OFFICE SUPPLI	141.85
000421	MICROAGE BASICS	407631	02/19/2021	ADMIN- LASER TONER	142.37
000421	MICROAGE BASICS	473048	02/19/2021	DAY CARE- LASER CARTRID	117.51
000421	MICROAGE BASICS	408016	02/22/2021	REC ADMIN- OFFICE SUPPLI	19.20
000421	MICROAGE BASICS	408498	02/25/2021	REC ADMIN- PADS OF PAPER	39.08
				Invoice Count 15 Total	6,110.37
Cheque 506464		Date 03/26/2021	Amount 1,501.32		
000123	MUNICIPALITY OF CENTRAL HURON	162198	03/09/2021	ROADS- SNOW REMOVAL AU	1,501.32
				Invoice Count 1 Total	1,501.32
Cheque 506465		Date 03/26/2021	Amount 1,520.29		
000444	MUNICIPALITY OF MORRIS TURNBERR	9655	01/01/2021	PW- WEATHER TRACKER	1,520.29
				Invoice Count 1 Total	1,520.29
Cheque 506466		Date 03/26/2021	Amount 170.26		
004173	MURRAY D KEITH B.A.	36282	03/18/2021	LANDFILL- RESEARCH DOCU	170.26
				Invoice Count 1 Total	170.26
Cheque 506467		Date 03/26/2021	Amount 224.41		
005432	OLIVIA KEMPEL	1-15-2021	01/15/2021	MAIL OUTS FOR SCOTT DRAI	224.41
				Invoice Count 1 Total	224.41
Cheque 506468		Date 03/26/2021	Amount 161.03		
000498	ORKIN CANADA CORPORATION	C2478002	03/06/2021	LANDFILL- PEST CONTROL	161.03
				Invoice Count 1 Total	161.03
Cheque 506469		Date 03/26/2021	Amount 6.60		

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
003358	PRAGMATIC	5980022821	02/28/2021	ADMIN- TELECONFERENCING	6.60
				Invoice Count	1 Total 6.60
Cheque 506470 Date 03/26/2021 Amount 53.50					
000520	PUROLATOR INC.	447022657	03/12/2021	FIRE- FREIGHT FOR GEAR CI	53.50
				Invoice Count	1 Total 53.50
Cheque 506471 Date 03/26/2021 Amount 562.45					
004569	RICOH	SCO93159963	02/26/2021	REC/ADMIN- COPIER RENT, C	413.80
004569	RICOH	SCO93159964	02/26/2021	DC/FIRE- COPIER RENT, COF	148.65
				Invoice Count	2 Total 562.45
Cheque 506472 Date 03/26/2021 Amount 305.10					
000539	RINTOULS POOLS AND SPAS	83717	03/18/2021	POOL- KLEAN SURFACE	305.10
				Invoice Count	1 Total 305.10
Cheque 506473 Date 03/26/2021 Amount 122.56					
004330	SEPOY WIRING	15920	03/11/2021	PW- REPLACE LAMPS	122.56
				Invoice Count	1 Total 122.56
Cheque 506474 Date 03/26/2021 Amount 1,155.78					
002155	SMYTH WELDING & MACHINE SHOP	47100	02/01/2021	PW- REPAIRS 09-22,12-30, 04	765.60
002155	SMYTH WELDING & MACHINE SHOP	47223	02/16/2021	PW- REPAIRS TO 13-31	390.18
				Invoice Count	2 Total 1,155.78
Cheque 506475 Date 03/26/2021 Amount 627.15					
004780	SUNBELT RENTALS OF CANADA INC.	73384955-0001	03/09/2021	PW- AT HEIGHTS TRAINING	627.15
				Invoice Count	1 Total 627.15
Cheque 506476 Date 03/26/2021 Amount 82.26					
004578	TALBOT UNIFORMS/TALBOT MARKETIN	278700	03/15/2021	FIRE- UNIFORM PANTS	82.26
				Invoice Count	1 Total 82.26
Cheque 506477 Date 03/26/2021 Amount 188.03					
000631	TEESWATER AGRO PARTS LTD	5201	03/18/2021	PW- PARTS FOR 11-01 & 99-0	188.03
				Invoice Count	1 Total 188.03
Cheque 506478 Date 03/26/2021 Amount 113.00					
005007	TJM LOCK & KEY SERVICE	1463	10/07/2019	ARENA B- DOOR LOCK REPA	113.00
				Invoice Count	1 Total 113.00
Cheque 506479 Date 03/26/2021 Amount 37,086.49					
001365	TOWNSHIP OF NORTH HURON WATER	3-9-2021	03/09/2021	WATER ARREARS ADDED TC	37,086.49
				Invoice Count	1 Total 37,086.49

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 506480		Date 03/26/2021	Amount 24.00		
003270	TRISHA MCLEAN	3-11-2021	03/11/2021	DAY CARE- TRAINING WORK:	24.00
			Invoice Count	1 Total	24.00
Cheque 506481		Date 03/26/2021	Amount 156.00		
003532	TRULY NOLEN	V57654	03/18/2021	COMPLEX- PEST CONTROL	84.00
003532	TRULY NOLEN	V57677	03/18/2021	DAY CARE- PEST CONTROL	72.00
			Invoice Count	2 Total	156.00
Cheque 506482		Date 03/26/2021	Amount 2,565.34		
003739	UNITED ROTARY BRUSH CORP OF CAI	CI44939	03/08/2021	PW- PARTS FOR 99-04 & 11-0	2,565.34
			Invoice Count	1 Total	2,565.34
Cheque 506483		Date 03/26/2021	Amount 33.45		
004451	VANESSA MARKS	3-22-2021	03/22/2021	DAY CARE- SPRING SUPPLIE	33.45
			Invoice Count	1 Total	33.45
Cheque 506484		Date 03/26/2021	Amount 19,670.22		
001735	WASTE MANAGEMENT	0602367-0256-3	03/02/2021	FEBRUARY WASTE/RECYCLI	19,670.22
			Invoice Count	1 Total	19,670.22
Cheque 506485		Date 03/26/2021	Amount 1,195.03		
000685	WATSON'S HOME HARDWARE	BJ1858	02/01/2021	HALL B- TOILET BOLTS, PAIN	45.31
000685	WATSON'S HOME HARDWARE	BJ2026	02/03/2021	DAY CARE- HINGES	11.29
000685	WATSON'S HOME HARDWARE	BJ2190	02/05/2021	PW- PAINT FOR W SHOP WAI	550.26
000685	WATSON'S HOME HARDWARE	BJ2343	02/08/2021	PW- RUST PAINT, ROLLER RE	211.99
000685	WATSON'S HOME HARDWARE	BJ2348	02/08/2021	HALL B- POLY TARP, SPONGI	54.21
000685	WATSON'S HOME HARDWARE	BJ2393	02/08/2021	HALL B- ADHESIVE	14.11
000685	WATSON'S HOME HARDWARE	BJ2441	02/09/2021	HALL B- TSP CLEANER	31.04
000685	WATSON'S HOME HARDWARE	BJ2458	02/09/2021	HALL B- RETURN TSP CLEAN	-16.94
000685	WATSON'S HOME HARDWARE	BJ2520	02/10/2021	HALL B- PAINT	237.29
000685	WATSON'S HOME HARDWARE	BJ2569	02/11/2021	HALL B- PAINT BRUSH SET	30.49
000685	WATSON'S HOME HARDWARE	BJ3520	02/25/2021	ARENA B- MOUSE BAIT	25.98
			Invoice Count	11 Total	1,195.03
Cheque 506486		Date 03/26/2021	Amount 1,355.65		
002186	WEED MAN PAYMENT PROCESSING	2021 Day Care	02/25/2021	DAY CARE- WEED & FEED PF	336.30
002186	WEED MAN PAYMENT PROCESSING	2021-Cruickshank	02/25/2021	CRUICKSHANK PARK- LAWN	1,019.35
			Invoice Count	2 Total	1,355.65
Cheque 506487		Date 03/26/2021	Amount 2,378.09		
000856	WEILER'S CLEANING & RESTORATION	12318826	01/01/2021	DAY CARE- STRIP/WAX FLOC	2,378.09
			Invoice Count	1 Total	2,378.09
Cheque	Date	Amount			0.00

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000000			//		0.00
				Invoice Count	1 Total 0.00
	Cheque 506489	Date 03/26/2021	Amount 9.00		
002081	WINGHAM FOODLAND	725-600-6162	03/17/2021	BAMR- VANILLA PUDDING	9.00
				Invoice Count	1 Total 9.00
				Report Total	367,078.72

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 046347 Date 03/16/2021 Amount 33.50					
005027	LINI YAN	46778	11/06/2019	DAY CARE- REIMBURSE FEE:	33.50
				Invoice Count 1 Total	33.50
Cheque 046348 Date 03/26/2021 Amount 85.00					
005454	BROOKE BISSCHOP	2-2-2020	02/02/2021	ROADS- REPLACE DAMAGED	85.00
				Invoice Count 1 Total	85.00
Cheque 046349 Date 03/26/2021 Amount 3,575.44					
000585	COMPASS MINERALS CANADA	777168	02/25/2021	ROADS- WINTER SALT	3,575.44
				Invoice Count 1 Total	3,575.44
Cheque 046350 Date 03/26/2021 Amount 849.24					
000885	DEAN'S VALU-MART	90045500022-0587	03/08/2021	BASH- FOOD SUPPLIES	59.86
000885	DEAN'S VALU-MART	90045500022-5285-21	03/08/2021	BAMR- FOOD SUPPLIES	234.65
000885	DEAN'S VALU-MART	90045500023-4536	03/12/2021	COMPLEX- BLEACH	23.66
000885	DEAN'S VALU-MART	90045500022-1896	03/15/2021	BASH- FOOD SUPPLIES	49.47
000885	DEAN'S VALU-MART	90045500022-7368	03/15/2021	BAMR- FOOD SUPPLIES	77.73
000885	DEAN'S VALU-MART	90045500022-5638	03/16/2021	DAY CARE- CHICKEN BREAS	126.20
000885	DEAN'S VALU-MART	90045500022-5480	03/18/2021	DAY CARE- FOOD SUPPLIES	277.67
				Invoice Count 7 Total	849.24
Cheque 000000 Date Amount 0.00					
000000			/ /		0.00
				Invoice Count 1 Total	0.00
Cheque 046352 Date 03/26/2021 Amount 248.60					
000211	E COX SANITATION	207601	03/11/2021	COMPLEX- TORK TOWELS	248.60
				Invoice Count 1 Total	248.60
Cheque 046353 Date 03/26/2021 Amount 1,737.15					
005455	GEORGE YOUNG	3-16-2021	03/16/2021	CEMETERY- REPURCHASE 3	1,737.15
				Invoice Count 1 Total	1,737.15
Cheque 046354 Date 03/26/2021 Amount 71.70					
004812	IRON MOUNTAIN CANADA	DLDD394	02/28/2021	DAY CARE- DOCUMENT SHRI	23.90
004812	IRON MOUNTAIN CANADA	DLDD395	02/28/2021	ADMIN- DOCUMENT SHREDD	23.90
004812	IRON MOUNTAIN CANADA	DLDD396	02/28/2021	REC ADMIN- DOCUMENT SHF	23.90
				Invoice Count 3 Total	71.70
Cheque 046355 Date 03/26/2021 Amount 171.62					
005355	JD'S TRUCK AND TRACTOR SERVICE	16109	02/09/2021	PW- REPAIRS TO 07-16	171.62
				Invoice Count 1 Total	171.62
Cheque 046356 Date 03/26/2021 Amount 177.50					
000322	JOE KERR LTD	1000014123	02/28/2021	LANDFILL- MOVE SNOW	169.50

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000322	JOE KERR LTD	1000014185	03/11/2021	PW- PART FOR 07-16	8.00
				Invoice Count 2	Total 177.50
		Cheque 046357	Date 03/26/2021	Amount	42.66
005187	LINDSAY MARKS	8-5-2020	08/05/2020	FITNESS MEMBERSHIP REFL	42.66
				Invoice Count 1	Total 42.66
		Cheque 046358	Date 03/26/2021	Amount	102,173.19
000431	MINISTER OF FINANCE	200803211100116	03/08/2021	POLICE- 4TH 1/4 CREDIT 202	-631.52
000431	MINISTER OF FINANCE	200803211100175	03/08/2021	POLICE- CREDIT- 4TH 1/4 202	-1,495.77
000431	MINISTER OF FINANCE	210903211234076	03/09/2021	POLICE- RIDE GRANT COSTS	897.48
000431	MINISTER OF FINANCE	211203211113071	03/15/2021	POLICE- MARCH OPP BILLINC	103,403.00
				Invoice Count 4	Total 102,173.19
		Cheque 046359	Date 03/26/2021	Amount	105.00
000628	TECHNICAL STANDARDS & SAFETY AL	6733043	02/15/2021	MEM HALL- ELEVATOR LICEN	105.00
				Invoice Count 1	Total 105.00
		Cheque 046360	Date 03/26/2021	Amount	416.60
001634	VEOLIA WATER CANADA INC	90274622- Extras	02/22/2021	AIRPORT- SEDIMENT FILTER	416.60
				Invoice Count 1	Total 416.60
					Report Total 109,687.20

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 003421 Date 03/15/2021 Amount 16.99					
000140	CIBC VISA	Canva pro 2973	02/21/2021	REC ADMIN- SOFTWARE SUE	16.99
				Invoice Count 1 Total	16.99
Cheque 003422 Date 03/15/2021 Amount 508.50					
000140	CIBC VISA	MFOA- 30923	02/10/2021	PW- WORKSHOP REGISTRAT	508.50
				Invoice Count 1 Total	508.50
Cheque 003423 Date 03/15/2021 Amount 98.31					
000140	CIBC VISA	HiMama 10295	01/28/2021	DAY CARE- MONTHLY SUBSC	98.31
				Invoice Count 1 Total	98.31
Cheque 003424 Date 03/15/2021 Amount 436.63					
000140	CIBC VISA	Canada Post 1291570	02/17/2021	ADMIN- POSTAGE	436.63
				Invoice Count 1 Total	436.63
Cheque 003425 Date 03/15/2021 Amount 249.12					
000140	CIBC VISA	OACETT- 1558859	02/18/2021	PW- OACETT MEMBERSHIP C	249.12
				Invoice Count 1 Total	249.12
Cheque 003426 Date 03/15/2021 Amount 97.78					
000140	CIBC VISA	Burchill 276859	01/28/2021	PW- PARTS FOR 09-22	97.78
				Invoice Count 1 Total	97.78
Cheque 003427 Date 03/15/2021 Amount 415.84					
000140	CIBC VISA	Canada Post- 1289696	02/11/2021	ADMIN- POSTAGE	415.84
				Invoice Count 1 Total	415.84
Cheque 003428 Date 03/15/2021 Amount 192.07					
000140	CIBC VISA	Canadian Tire- 81	02/22/2021	PW- SMALL TOOLS	192.07
				Invoice Count 1 Total	192.07
Cheque 003429 Date 03/15/2021 Amount 30.45					
000140	CIBC VISA	Digital River 657848	01/27/2021	ADMIN CISCO WEBEX	30.45
				Invoice Count 1 Total	30.45
Cheque 003430 Date 03/15/2021 Amount 22.54					
000140	CIBC VISA	Cisco Systems 2784	01/24/2021	ADMIN- CISCO WEBEX STAR	22.54
				Invoice Count 1 Total	22.54
Cheque 003431 Date 03/15/2021 Amount 67.73					
000140	CIBC VISA	Amazon- 5212229	02/18/2021	PW- OTTERBOX FOR IPHONE	67.73
				Invoice Count 1 Total	67.73
Cheque 003432 Date 03/15/2021 Amount 14.99					

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Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000140	CIBC VISA	Spotify- 64105-1-18	02/17/2021	FITNESS- MONTHLY SUBSCR	14.99
				Invoice Count 1 Total	14.99
		Cheque 003433	Date 03/15/2021	Amount 185.49	
000140	CIBC VISA	Amazon- 1953217	01/28/2021	PW- BOOK- RUSSELL ON RO	185.49
				Invoice Count 1 Total	185.49
		Cheque 003434	Date 03/15/2021	Amount 88.80	
000140	CIBC VISA	Municipal world- WC3	01/28/2021	PW- ONTARIO MUNICIPAL AC	88.80
				Invoice Count 1 Total	88.80
		Cheque 003435	Date 03/15/2021	Amount 50.00	
000140	CIBC VISA	MOECP- 885685	01/27/2021	ARENA W- HWIN REGISTRAT	50.00
				Invoice Count 1 Total	50.00
		Cheque 003436	Date 03/15/2021	Amount 870.10	
000140	CIBC VISA	Orfa- 29143	02/08/2021	REC ADMIN- ARENA W/B- ME	870.10
				Invoice Count 1 Total	870.10
		Cheque 003437	Date 03/15/2021	Amount 18.99	
000140	CIBC VISA	GoDaddy- 2-16-2021	02/16/2021	ADMIN- WEBSITE HOSTING	18.99
				Invoice Count 1 Total	18.99
		Cheque 003438	Date 03/15/2021	Amount 592.98	
003295	GLOBAL PAYMENTS	1119	02/28/2021	REC CLASS- DEBIT MACHINE	592.98
				Invoice Count 1 Total	592.98
		Cheque 003439	Date 03/15/2021	Amount 73.26	
003295	GLOBAL PAYMENTS	5590	02/28/2021	REC-LEGEND DEBIT MACHIN	73.26
				Invoice Count 1 Total	73.26
		Cheque 003440	Date 03/15/2021	Amount 73.00	
003295	GLOBAL PAYMENTS	1616	02/28/2021	ADMIN- DEBIT MACHINE FEE	73.00
				Invoice Count 1 Total	73.00
		Cheque 003441	Date 03/15/2021	Amount 82.23	
003295	GLOBAL PAYMENTS	8114	02/28/2021	LANDFILL- DEBIT MACHINE F	82.23
				Invoice Count 1 Total	82.23
		Cheque 003442	Date 03/15/2021	Amount 5,033.47	
000687	WESTARIO POWER INC.	300308327	02/19/2021	16003 KWH- WINGHAM STRE	5,033.47
				Invoice Count 1 Total	5,033.47
		Cheque 003443	Date 03/18/2021	Amount 173.00	

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
004896	FAMILY RESPONSIBILITY ONTARIO	3-18-2021	03/18/2021	WAGE GARNISHMENT	173.00
				Invoice Count 1 Total	173.00
Cheque 003444 Date 03/18/2021 Amount 12,608.21					
000687	WESTARIO POWER INC.	2104604793	02/22/2021	73440 KWH- COMPLEX	12,608.21
				Invoice Count 1 Total	12,608.21
Cheque 003445 Date 03/19/2021 Amount 30,124.97					
000535	RECEIVER GENERAL FOR CANADA	3-18-2021-FT	03/18/2021	FT PAYROLL REMITTANCE	30,124.97
				Invoice Count 1 Total	30,124.97
Cheque 003446 Date 03/19/2021 Amount 264.90					
000535	RECEIVER GENERAL FOR CANADA	3-18-2021-Fire	03/18/2021	FIRE PAYROLL REMITTANCE	264.90
				Invoice Count 1 Total	264.90
Cheque 003447 Date 03/19/2021 Amount 6,343.71					
000535	RECEIVER GENERAL FOR CANADA	3-18-2021-PT	03/18/2021	PT PAYROLL REMITTANCE	6,343.71
				Invoice Count 1 Total	6,343.71
Cheque 003448 Date 03/19/2021 Amount 247.83					
000535	RECEIVER GENERAL FOR CANADA	3-12-2021-PT-Cerb	03/12/2021	RT PAYROLL REMITTANCE	247.83
				Invoice Count 1 Total	247.83
Cheque 003449 Date 03/19/2021 Amount 155.10					
000687	WESTARIO POWER INC.	2104604866	02/23/2021	866 KWH- JOSEPHINE STREE	155.10
				Invoice Count 1 Total	155.10
Cheque 003450 Date 03/19/2021 Amount 377.73					
000687	WESTARIO POWER INC.	2104604864	02/23/2021	2444 KWH- LIBRARY	377.73
				Invoice Count 1 Total	377.73
Cheque 003451 Date 03/19/2021 Amount 538.97					
000687	WESTARIO POWER INC.	2104604862	02/23/2021	3597 KWH- DAY CARE	538.97
				Invoice Count 1 Total	538.97
Cheque 003452 Date 03/22/2021 Amount 572.66					
003224	HURONTEL	10886810-3-2021	03/01/2021	TH/ADMIN/EW- PHONE/INTER	572.66
				Invoice Count 1 Total	572.66
Cheque 003453 Date 03/22/2021 Amount 308.65					
003224	HURONTEL	10886812-3-2021	03/01/2021	REC ADMIN- PHONE/INTERNI	308.65
				Invoice Count 1 Total	308.65
Cheque 003454 Date 03/22/2021 Amount 28.61					

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
003224	HURONTEL	10886861-3-2021	03/01/2021	MUSEUM- PHONE	28.61
				Invoice Count 1 Total	28.61
		Cheque 003455	Date 03/22/2021	Amount 96.35	
003224	HURONTEL	208857860-3-2021	03/01/2021	PW -WINGHAM- PHONE/INTE	96.35
				Invoice Count 1 Total	96.35
		Cheque 003456	Date 03/22/2021	Amount 159.73	
003224	HURONTEL	10886818-3-2021	03/01/2021	FIRE-W- PHONE/INTERNET	159.73
				Invoice Count 1 Total	159.73
		Cheque 003457	Date 03/22/2021	Amount 96.35	
003224	HURONTEL	10886815-3-2021	03/01/2021	AIRPORT- PHONE/INTERNET	96.35
				Invoice Count 1 Total	96.35
		Cheque 003458	Date 03/22/2021	Amount 163.18	
003224	HURONTEL	10886813-3-2021	03/01/2021	DAY CARE- PHONE/INTERNE	163.18
				Invoice Count 1 Total	163.18
		Cheque 003459	Date 03/23/2021	Amount 65.87	
001987	ALLSTREAM BUSINESS INC.	1726358-21394496	02/28/2021	PW-EW- PHONE	65.87
				Invoice Count 1 Total	65.87
		Cheque 003460	Date 03/23/2021	Amount 120.92	
000294	HYDRO ONE NETWORKS INC	February 2021-5734	03/05/2021	0 KWH- # 8 CAMP ENTRANCE	120.92
				Invoice Count 1 Total	120.92
		Cheque 003461	Date 03/23/2021	Amount 30.62	
000294	HYDRO ONE NETWORKS INC	January 2021-5736	03/05/2021	4 KWH- 377 GYPSY OTHR SH	30.62
				Invoice Count 1 Total	30.62
		Cheque 003462	Date 03/23/2021	Amount 49.17	
000294	HYDRO ONE NETWORKS INC	January 2021-5738	03/05/2021	120 KWH- 429 MILL ST PW	49.17
				Invoice Count 1 Total	49.17
		Cheque 003463	Date 03/23/2021	Amount 30.03	
000294	HYDRO ONE NETWORKS INC	January 2021-5770	03/05/2021	0 KWH- 377 GYPSY LANE	30.03
				Invoice Count 1 Total	30.03
		Cheque 003464	Date 03/23/2021	Amount 39.60	
000294	HYDRO ONE NETWORKS INC	February 2021-5772	03/05/2021	60 KWH- 377 GYPSY OTHR O	39.60
				Invoice Count 1 Total	39.60
		Cheque 003465	Date 03/23/2021	Amount 48.64	

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000294	HYDRO ONE NETWORKS INC	February 2021- 5774	03/05/2021	231 KWH- AIRPORT LIGHTS	48.64
				Invoice Count 1 Total	48.64
		Cheque 003466	Date 03/23/2021	Amount 152.79	
000294	HYDRO ONE NETWORKS INC	January 2021-5776	03/05/2021	771 KWH- LANDFILL	152.79
				Invoice Count 1 Total	152.79
		Cheque 003467	Date 03/23/2021	Amount 6,800.30	
000294	HYDRO ONE NETWORKS INC	January 2021-5778	03/05/2021	28736 KWH- BLYTH COMMUN	6,800.30
				Invoice Count 1 Total	6,800.30
		Cheque 003468	Date 03/23/2021	Amount 25.52	
000294	HYDRO ONE NETWORKS INC	February 2021-5780	03/05/2021	108 KWH- HUTTON HEIGHT S	25.52
				Invoice Count 1 Total	25.52
		Cheque 003469	Date 03/23/2021	Amount 754.97	
000294	HYDRO ONE NETWORKS INC	February 2021-5782	03/05/2021	4503 KWH- AIRPORT	754.97
				Invoice Count 1 Total	754.97
		Cheque 003470	Date 03/23/2021	Amount 36.27	
000294	HYDRO ONE NETWORKS INC	January 2021-5786	03/05/2021	39 KWH- 423 MILL ST PW	36.27
				Invoice Count 1 Total	36.27
		Cheque 003471	Date 03/23/2021	Amount 774.82	
000294	HYDRO ONE NETWORKS INC	January 2021-5788	03/05/2021	3470 KWH- BLYTH STREETLIK	774.82
				Invoice Count 1 Total	774.82
		Cheque 003472	Date 03/23/2021	Amount 36.72	
000294	HYDRO ONE NETWORKS INC	January 2021-5792	03/05/2021	43 KWH- 850 JOSEPHINE ST	36.72
				Invoice Count 1 Total	36.72
		Cheque 003473	Date 03/23/2021	Amount 138.73	
000294	HYDRO ONE NETWORKS INC	February 2021-5794	03/05/2021	683 KWH- CEMETERY	138.73
				Invoice Count 1 Total	138.73
		Cheque 003474	Date 03/23/2021	Amount 55.42	
000294	HYDRO ONE NETWORKS INC	February 2021-5796	03/05/2021	255 KWH- AUBURN STREETLI	55.42
				Invoice Count 1 Total	55.42
		Cheque 003475	Date 03/23/2021	Amount 296.22	
000294	HYDRO ONE NETWORKS INC	January 2021- 5798	03/05/2021	1673 KWH- BELGRAVE PW	296.22
				Invoice Count 1 Total	296.22
		Cheque 003476	Date 03/23/2021	Amount 54.71	

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000294	HYDRO ONE NETWORKS INC	February 2021-5800	03/05/2021	262 KWH- HUMPHREY ST LIG	54.71
				Invoice Count 1 Total	54.71
		Cheque 003477	Date 03/23/2021	Amount 768.15	
000294	HYDRO ONE NETWORKS INC	February 2021-3568	03/05/2021	4640 KWH- 685 QUEEN ST BL	768.15
				Invoice Count 1 Total	768.15
		Cheque 003478	Date 03/23/2021	Amount 952.17	
000594	SPARLINGS PROPANE	88250178531296	01/01/2021	PW-EW- PROPANE DECEMBE	952.17
				Invoice Count 1 Total	952.17
		Cheque 003479	Date 03/23/2021	Amount 118.24	
000594	SPARLINGS PROPANE	88250005972092	02/24/2021	ARENA/HALL B- PROPANE	118.24
				Invoice Count 1 Total	118.24
		Cheque 003480	Date 03/23/2021	Amount 1,395.43	
000594	SPARLINGS PROPANE	88250178931288	02/08/2021	PW- EW- PROPANE	1,395.43
				Invoice Count 1 Total	1,395.43
		Cheque 003481	Date 03/23/2021	Amount 338.44	
000594	SPARLINGS PROPANE	88250178931290	03/04/2021	PW-EW- PROPANE	338.44
				Invoice Count 1 Total	338.44
		Cheque 003482	Date 03/23/2021	Amount 2,776.31	
000594	SPARLINGS PROPANE	88250005973093	02/24/2021	ARENA/HALL B- PROPANE	2,776.31
				Invoice Count 1 Total	2,776.31
		Cheque 003483	Date 03/23/2021	Amount 2,050.54	
000594	SPARLINGS PROPANE	88250005973091	02/09/2021	ARENA/HALL B- PROPANE	2,050.54
				Invoice Count 1 Total	2,050.54
		Cheque 003484	Date 03/23/2021	Amount 1,717.83	
004311	TELUS	2-28-2021	02/28/2021	CELL PHONES	1,717.83
				Invoice Count 1 Total	1,717.83
		Cheque 003485	Date 03/23/2021	Amount 49.72	
002697	TUCKERSMITH COMMUNICATIONS CO	1123710-3-2021	03/01/2021	PW- BLYTH- INTERNET	49.72
				Invoice Count 1 Total	49.72
		Cheque 003486	Date 03/23/2021	Amount 164.90	
002697	TUCKERSMITH COMMUNICATIONS CO	11283616-3-2021	03/01/2021	ARENA/HALL B- TV/INTERNE	164.90
				Invoice Count 1 Total	164.90
		Cheque 003487	Date 03/23/2021	Amount 203.81	

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
002697	TUCKERSMITH COMMUNICATIONS CO	11283708-3-2021	03/01/2021	FIRE B- PHONE/INTERNET	203.81
				Invoice Count 1 Total	203.81
Cheque 003488 Date 03/23/2021 Amount 6,015.24					
000721	W S I B	2-28-2021	02/28/2021	FEBRUARY 2021 REMITTANC	6,015.24
				Invoice Count 1 Total	6,015.24
Cheque 003489 Date 03/24/2021 Amount 35.20					
003329	EASTLINK	15308261	03/03/2021	EARLY LEARNING PHONE	35.20
				Invoice Count 1 Total	35.20
Cheque 003490 Date 03/25/2021 Amount 684.07					
000657	TOWNSHIP OF NORTH HURON WATER	225185	02/26/2021	COMPLEX WATER/SEWER	684.07
				Invoice Count 1 Total	684.07
Cheque 003491 Date 03/25/2021 Amount 796.66					
000657	TOWNSHIP OF NORTH HURON WATER	225747	03/01/2021	ARENA/HALL B- WATER/SEW	796.66
				Invoice Count 1 Total	796.66
Cheque 003492 Date 03/25/2021 Amount 173.06					
000657	TOWNSHIP OF NORTH HURON WATER	225760	03/01/2021	PW/FIRE BLYTH- WATER/SEV	173.06
				Invoice Count 1 Total	173.06
Cheque 003493 Date 03/25/2021 Amount 211.70					
000657	TOWNSHIP OF NORTH HURON WATER	225164	02/26/2021	LIBRARY - WATER/SEWER	211.70
				Invoice Count 1 Total	211.70
Cheque 003494 Date 03/25/2021 Amount 354.56					
000657	TOWNSHIP OF NORTH HURON WATER	225119	02/26/2021	CAMPGROUND B- WATER/SE	354.56
				Invoice Count 1 Total	354.56
Cheque 003495 Date 03/25/2021 Amount 139.57					
000657	TOWNSHIP OF NORTH HURON WATER	225194	02/26/2021	DAY CARE - WATER/SEWER	139.57
				Invoice Count 1 Total	139.57
Cheque 003496 Date 04/01/2021 Amount 282.50					
003888	EQUITABLE LIFE OF CANADA	3748	03/23/2021	ADMIN- STD ASSESSMENT Q	282.50
				Invoice Count 1 Total	282.50
Cheque 003497 Date 04/01/2021 Amount 16,719.03					
003888	EQUITABLE LIFE OF CANADA	4-1-2021	04/01/2021	APRIL 2021 REMITTANCE	16,719.03
				Invoice Count 1 Total	16,719.03
Cheque 003498 Date 04/01/2021 Amount 115.33					

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED 9801014

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
004896 FAMILY RESPONSIBILITY ONTARIO	4-1-2021	04/01/2021	WAGE GARNISHMENT	115.33
			Invoice Count 1 Total	115.33
			Report Total	107,053.00

Accounts Payable

Paid Invoice History By Cheque Report - SEWER GENERAL TD CANADA TRUST

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 003633		Date 03/26/2021	Amount	19,491.86	
002512	TOWNSHIP OF NORTH HURON	2021-S	01/01/2021	SEWER- 2021 INSURANCE	19,491.86
				Invoice Count 1	Total 19,491.86
Cheque 003634		Date 03/26/2021	Amount	25,345.48	
001634	VEOLIA WATER CANADA INC	90274622-S	02/22/2021	SEWER- JANUARY 2021 SER\	25,345.48
				Invoice Count 1	Total 25,345.48
				Report Total	44,837.34

Accounts Payable

Paid Invoice History By Cheque Report - SEWER PRE-AUTHORIZED/PAP

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 900351		Date 03/19/2021	Amount 908.21		
000687	WESTARIO POWER INC.	2104604863	02/23/2021	6241 KWH- SEWAGE PUMP S	908.21
				Invoice Count 1 Total	908.21
Cheque 900352		Date 03/22/2021	Amount 67.74		
003224	HURONTEL	10886877-3-2021	03/01/2021	WING SEWAGE TRT PLT- INT	67.74
				Invoice Count 1 Total	67.74
Cheque 900353		Date 03/22/2021	Amount 96.35		
003224	HURONTEL	10886876-3-2021	03/01/2021	WING SEWGE PUMP STN- PH	96.35
				Invoice Count 1 Total	96.35
Cheque 900354		Date 03/23/2021	Amount 4,670.82		
000294	HYDRO ONE NETWORKS INC	February 2021-5790	03/05/2021	31434 KWH- 60 LLOYD ST SE	4,670.82
				Invoice Count 1 Total	4,670.82
Cheque 900355		Date 03/23/2021	Amount 4,454.96		
000294	HYDRO ONE NETWORKS INC	January 2021-5784	03/05/2021	25440 KWH- 117 NORTH ST S	4,454.96
				Invoice Count 1 Total	4,454.96
Cheque 900356		Date 03/23/2021	Amount 96.44		
002697	TUCKERSMITH COMMUNICATIONS CO	11286584-3-2021	03/01/2021	BL SEWAGE TRT PLT- PHON	96.44
				Invoice Count 1 Total	96.44
Report Total					10,294.52

Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 005236		Date 03/17/2021		Amount 48,207.70	
005424	TOWNSHIP OF NORTH HURON SEWAG	363543	02/12/2021	SERVICE LINE WARRANTIES	102.41
005424	TOWNSHIP OF NORTH HURON SEWAG	364859	02/26/2021	SEWER CONNECTION 692 QL	1,750.00
005424	TOWNSHIP OF NORTH HURON SEWAG	83075	02/26/2021	FEBRUARY SEWER BILLING	46,355.29
				Invoice Count	3
				Total	48,207.70
Cheque 005237		Date 03/26/2021		Amount 2,034.00	
002395	C.T. ENVIRONMENTAL	5337	03/08/2021	WATER- HYDRO VAC BLYTH	2,034.00
				Invoice Count	1
				Total	2,034.00
Cheque 005238		Date 03/26/2021		Amount 151.35	
004713	KTI LIMITED	132026	03/12/2021	WATER- RECOVERABLE FLAI	151.35
				Invoice Count	1
				Total	151.35
Cheque 005239		Date 03/26/2021		Amount 19,730.18	
002512	TOWNSHIP OF NORTH HURON	2021	01/01/2021	WATER- 2021 INSURANCE	19,730.18
				Invoice Count	1
				Total	19,730.18
Cheque 005240		Date 03/26/2021		Amount 38,018.22	
001634	VEOLIA WATER CANADA INC	90274622-W	02/22/2021	WATER- JANUARY 2021 SER\	38,018.22
				Invoice Count	1
				Total	38,018.22
Report Total					108,141.45

Accounts Payable

Paid Invoice History By Cheque Report - WATER INTERNET/PRE-AUTHORIZED 6902413

Cheque Date 03/13/2021 to 12/31/2021

Vendor 000000 to 999999

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 001086		Date 03/15/2021	Amount 72.60		
003924	GLOBAL PAYMENTS	1938	02/28/2021	WATER- DEBIT MACHING FEE	72.60
				Invoice Count 1	Total 72.60
Cheque 001087		Date 03/18/2021	Amount 1,751.61		
000687	WESTARIO POWER INC.	2104604794	02/22/2021	9120 KWH-WELL #4 ELECTRIC	1,751.61
				Invoice Count 1	Total 1,751.61
Cheque 001088		Date 03/22/2021	Amount 96.35		
003224	HURONTEL	10886878-3-2021	03/01/2021	WELL 4- PHONE/INTERNET	96.35
				Invoice Count 1	Total 96.35
Cheque 001089		Date 03/22/2021	Amount 67.74		
003224	HURONTEL	10886875-3-2021	03/01/2021	WELL #3- INTERNET	67.74
				Invoice Count 1	Total 67.74
Cheque 001090		Date 03/22/2021	Amount 210.07		
003224	HURONTEL	10886873-3-2021	03/01/2021	WATER TOWER- INTERNET	210.07
				Invoice Count 1	Total 210.07
Cheque 001091		Date 03/22/2021	Amount 112.94		
003224	HURONTEL	10886915-3-2021	03/01/2021	VEOLIA OFFICE- INTERNET	112.94
				Invoice Count 1	Total 112.94
Cheque 001092		Date 03/23/2021	Amount 88.64		
000052	BELL CANADA	3-1-2021	03/01/2021	WATER- PHONE- 357-9942	88.64
				Invoice Count 1	Total 88.64
Cheque 001093		Date 03/23/2021	Amount 1,757.39		
000294	HYDRO ONE NETWORKS INC	February 2021-5732	03/05/2021	10858 KWH- WELLS 1 & 2 BLY	1,757.39
				Invoice Count 1	Total 1,757.39
Cheque 001094		Date 03/23/2021	Amount 831.93		
000294	HYDRO ONE NETWORKS INC	January 2021- 5802	03/05/2021	5040 KWH- WELL # 5 BLYTH	831.93
				Invoice Count 1	Total 831.93
Cheque 001095		Date 03/23/2021	Amount 86.64		
002697	TUCKERSMITH COMMUNICATIONS CO	11283709-3-2021	03/01/2021	WELL 1 & 2- PHONE/INTERNE	86.64
				Invoice Count 1	Total 86.64
Cheque 001096		Date 03/23/2021	Amount 30.70		
002697	TUCKERSMITH COMMUNICATIONS CO	11224287-3-2021	03/01/2021	WELL 5 BLYTH - PHONE	30.70
				Invoice Count 1	Total 30.70
Report Total					5,106.61



TOWNSHIP OF NORTH HURON

REPORT

Item No. RC-2021-07

REPORT TO: Reeve Bailey and Members of Council
PREPARED BY: Vicky Luttenberger, Director of Recreation and Community Services
DATE: 06/04/2021
SUBJECT: RC-2021-07 Recreation & Community Services Activity Report from January – March 2021
ATTACHMENTS: Divisional Activity Reports

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the Activity Report prepared by the Director of Recreation and Community Services, dated April 6, 2021, for information purposes.

EXECUTIVE SUMMARY

The information contained in this report is intended to provide Council with an overview of the activities and operations of the Recreation & Community Services department for the specified reporting period.

DISCUSSION

Attached to this report are the Quarterly Activity Reports for each division of the Recreation and Community Services Division for the first quarter of 2021. These reports provide an overview of staff's activities above and beyond the normal day to day duties, facility operations, facility usage and other statistical information.

FINANCIAL IMPACT

The information contained in this report is for information purposes and does not have financial implications.

FUTURE CONSIDERATIONS

N/A

RELATIONSHIP TO STRATEGIC PLAN

The recommendation in this report is related Goal #3: Governance and Modernization of the Strategic Plan. Being that "Our goal is to be fiscally sustainable, transparent, and a forward-thinking municipality that works with its residents and stakeholders through communications and community engagement.

Vicky Luttenberger, Director of
Recreation and Community Services

Dwayne Evans, CAO



Recreation and Community Services Department

Quarterly Activity Report

January 01 – March 31, 2021

CHILD CARE SERVICES

- The **Main Day Care** is working its way back to full capacity. The Program continues to follow the Operational Guidelines, which includes strict sanitary requirements, stringent cohort groupings, limiting staff movement throughout the programs and daily active screening. Parents are still not allowed into the building and the screener continues to deliver children to their groups.
- Staff have implemented after-hours tours for new families to view our centre and meet some staff. We had one Positive case of COVID-19 in January, which resulted in no room closures but 4 additional “high-risk” contacts self-isolating for 14 days.
- On February 25th, the Province introduced changes to the COVID-19 screening requirements for school and child care screening. The Province now requires a child to self-isolate for 10 days if they have one symptom and they are required to take a COVID-19 test. To be eligible to return to the program, the child needs to have a negative COVID test or an alternative diagnosis from a doctor. This includes any asymptomatic family members as well. The Province has also indicated that child care service providers are not allowed to charge any fees when a child is off due to COVID-19 self-isolation.

At the present time the Township is not receiving provincial funding to help offset these costs. It is possible the province’s recently announced changes could have a negative financial impact on the main day care centre.

- Currently, the Child Care Centre has approximately 65-70 participants. As per below and for the period January to March, 2021 the main day care centre was operating below capacity. Also provided below is a breakdown of the waitlist numbers for residents and non-residents.

Jan-March Capacity:

Infants 25-50%
 Toddlers 50-75%
 Preschool 50-75%

April Forecasted Capacity

Infants 80-100%
 Toddlers 100%
 Preschool 80-100%

Waitlist	Number Waiting	Resident	Non-Resident
Infants	40	11	29
Toddlers	9	1	8
Preschool	15	5	10



Recreation and Community Services Department Quarterly Activity Report January 01 – March 31, 2021

- Staff have received numerous verbal complaints regarding the implementation of the new non-resident fees in January, 2021. The complainants are being advised to fill out the Township's Complaint Form. The form has been provided to 9 families and 3 families have cancelled services due to the new non-resident rates. Huron County and Bruce County's Subsidy Program are trying to help families deal with the increased cost of child care due to the non-resident fees. They are currently covering the additional cost of non-resident fees to help reduce the financial impact the fees are having during COVID-19. Huron and Bruce County has both advised this may not continue into the future. Both has indicated they are going to re-evaluate the funding allocation later this year.
- There are approximately 19 new enrollments at the main day care centre since January; 9 of those are residents and 10 are non-residents.
- The **Wage Enhancement Grant** is a supplemental grant from the Ontario government that we receive in lump sums throughout the year. The W.E.G is to help close the gap between R.E.C.E wages in the education sector and licensed childcare sectors. The intent is to help retain RECES/childcare staff.

The W.E.G is applied for at the beginning of the year based on capacity and enrollment. Any funding not used for the intended purpose is recovered by the Ministry. Huron County overpaid WEG to childcare operators during the closure period in 2020. A WEG Reconciliation was completed and it has been determined that Huron County overpaid North Huron by \$42,075.46. A separate report will be presented to Council regarding this overpayment.

- **Sacred Heart Early Learning** has remained closed until enrollment numbers have increased. Staff are currently looking at options to re-open the Sacred Heart Early Learning Centre in April. The plan is open this space with a group of 8 children. The opening of this space will make more childcare spaces available at the main centre.
- **Before and After School at Sacred Heart** re-opened February 8, 2021. On a typical day, 8-10 of the available 15 spaces are being used in the mornings and approximately 11 of the available 15 spaces are being used after school. There was a confirmed positive COVID-19 case within this program in February and as a result participants in the program were considered "high risk" and were directed to self-isolate. In collaboration with the Director of Recreation and Community Services, the Before and After School at Sacred Heart was voluntarily closed on February 15, 2021 and re-opened February 25, 2021 when isolation was completed.
- **Maitland River Before and After** re-opened February 8, 2021. Staff have been operating with approximately 11-12 JK/SK aged children (lower than normal) and approximately 18-24 grade one and up children (also lower than typical). In accordance with public health requirements,



Recreation and Community Services Department Quarterly Activity Report January 01 – March 31, 2021

staff are not allowed to have parents enter the school. Staff have been provided access to the gym and a multi-purpose room. This program has been closed twice due to weather.

- **EarlyON** continues to be closed to in-person gatherings. EarlyOn staff are offering virtual parenting and learning programs. The Manager of Children's Services will be working closely with the County monitoring any upcoming operational changes and guidelines that follow.
- All permanent, part-time and supply staff have been recalled to work. With the new strict screening requirements, the Manager of Children's Services is looking to hire additional supply staff to help cover programs. The Manager of Children's Services, in collaboration with the Director of Recreation and Community Services, will also be advertising for two upcoming maternity leaves.



Recreation and Community Services Department Quarterly Activity Report January 01 – March 31, 2021

AQUATICS DIVISION

- **Fusion Recreation Management Software** – participated in training sessions for the operation and configuration of the Fusion Software System. Assisted with the back-end configuration and entry of aquatic program information. Created descriptions and write-ups for every aquatic program and activity, and writing program information into the system
- **Website** – assisted with the proof reading of the entire website for spelling and grammar and tested all links
- **Lifesaving Webinars** – attended webinars regarding Bronze level curriculum updates
- **Participated in Zoom Meetings** with other indoor pools regarding Ontario’s Revised Reopening Plan
- **Participated in Zoom Meetings** regarding programming for spring and summer
- **Safety Plans** – as per Provincial requirements created COVID Safety Plans for the re-opening of the North Huron Westcast Community Complex and the Blyth and District Community Centre. Drafted the COVID Safety Plan for Town Hall.
- **Spring Programming** – began planning spring and summer programming based on current COVID restrictions
- **Pool Re-opening** - coordinated re-opening of Aquatic Centre under the Orange category; arranged for Health Inspection, addressed issues and ensured compliance. Determined programming and staffing levels required; recalled staff and provided refresher COVID training, etc. Made changes and revamped programming when the change was made from the Orange to the Yellow Code of the COVID Reopening Plan. Retrained staff on procedures.
- **Advance Courses** – planned and reorganized advanced level aquatic courses to meet to comply with COVID -19 requirements.
- **Parks, Recreation & Culture Master Plan** – attended meeting with consultant; assisted with gathering background information and began compiling aquatic participation statistics from 2015-2019



Recreation and Community Services Department Quarterly Activity Report January 01 – March 31, 2021

FACILITIES

- **Blyth Community Centre**
 - Facility closed due to COVID-19
 - Took ice out mid-January
 - Washed and cleaned cement pad
 - Cleaned and disinfected washrooms
 - Stripped and waxed all floors, upstairs and downstairs
 - Did a deep cleaning upstairs and downstairs
 - Performed routine maintenance and preparing for summer season
 - In the process of painting the hall, washrooms, bar, and kitchen upstairs

- **Wescast Complex**
 - Due to covid-19 and another lockdown, all part time staff were laid off; one rec operator was re-deployed to Blyth to assist with cleaning
 - Removed the ice from the Wescast complex the week of January 15/21. Compared to January 2020, this resulted in a hydro bill cost savings in excess of \$10,000
 - Cleaned arena floor and primed and repainted all lacrosse lines
 - Acid washed the pool deck and maintained pool chemical levels
 - Shampooed carpeted areas in front office and fitness centre
 - Scrubbed and sanitized arena dressing rooms
 - Repaired arena boards and benches
 - Cimco did oil changes to the compressors and installed new relief valves to the ammonia system as per TSSA regulations.
 - Laid carpet in facility managers office
 - Touched up paint in complex
 - Participated in “Sharps Handling” training with Huron County
 - Attended Fusion software training
 - Worked with the Emergency Management Coordinator to provide a COVID Vaccination Clinic on the arena floor. Staff did the setup and tear-down for the clinic
 - Recalled staff and provided refresher COVID-19 training. Worked with supervisors to develop modified operational schedule and scheduled staff accordingly
 - Prepared facility for reopening. Facility reopened on Monday, March 15th.



Recreation and Community Services Department Quarterly Activity Report January 01 – March 31, 2021

FITNESS DIVISION

- **Fusion Software launch**
 - Configured both the online and in-person platforms
 - Co-ordinated supervisor input of information
 - Set up public access for programs, memberships, facility rentals & internal bookings, door access
 - Rewrote program descriptions and promoted more cohesiveness across departments
 - Ensured design was consistent with new website for seamless interaction and viewing by the public
 - Updated forms – Par-Q and the informed consent forms for all clients
 - Obtained pictures of all clients for integration with client accounts
 - Assisted clients with set up of online accounts

- **Reopening**
 - Phoned all members to advise of protocols and determine return dates
 - Adjusted policies, sign ups and client attendance limits based on COVID-19 Orange Code Restrictions; readjusted policies and sign ups and capacity limits when we moved to yellow colour restrictions
 - Instructed clients on how to access new system, how to get into the building, etc.

- **Concussion Policy**
 - Began developing a Concussion Policy for North Huron Programs as per legislative requirements

- **Membership Update:**

Membership Area	2020 February	2020 October		2021 March	
	# of Members	# of Members	% of Members left since 2020 February	# of Members	% Drop from 2020 February
Aquatics	181	114	63%	97	54%
Fitness	303	148	49%	146	48%
Complete	408	159	39%	128	31%
Total	892	401	45%	371	42%



Recreation and Community Services Department Quarterly Activity Report January 01 – March 31, 2021

- **Membership Usage Stats:**

User Area	2020 February	2020 October		2021 March	
	# of Average Users Per Week	# of Average Users Per Week	% of Users compared to February 2020	# of Average Users Per Week	% of Users compared to February 2020
Aquatics	794	331	42%	n/a	n/a
Fitness	473	221	47%	274	58%
Group Fitness	174	41	24%	53	30%
Total	1441	593	41%		

- **Non-Resident Fees**

Staff continue to receive verbal complaints from patrons regarding the non-resident fees. The complaints are coming from both non-residents and residents. The complaints are that the fees are:

- Forcing people to choose between day care and recreation
- Making day care and after school programs unaffordable
- Making recreation unaffordable
- Going to result in lower registration numbers so classes will be cancelled
- Going to result in higher taxes because there will be less participation/revenue for programs and classes
- Going to result in less people spending money in town
- Not being applied fairly. Arena users don't have to pay.
- Not fair because residents of Wingham and Morris Turnberry contributed towards the construction of the Complex



Recreation and Community Services Department

Quarterly Activity Report

January 01 – March 31, 2021

RECREATION ADMINISTRATION

FRONT OFFICE

- Participated in training and assisted in the configuration of Fusion software
- Trained front office staff on the software
- Investigated and purchased a new RICOH printer/scanner for the Recreation Department
- During Lockdown (Jan. 01 – Feb. 22) maintained the everyday office duties in regards to:
 - Year-end billings
 - Month end billings
 - Cash reports
 - Bank deposits
 - Answering on-line and phone inquiries
 - Mail
- The Complex re-opened on March 15th, Front Office staff have been registering members into the classes/swims/gym times that they wish to attend. Drop-In programs are not permitted under COVID-19 restrictions – all participants must register in advance of entering the facility.

RECREATION AND LEISURE PROGRAMMING

- Planned for a virtual march break/spring program, which will be implemented in April. There are currently five children registered.
- Planned and delivered a virtual martial arts winter program for children. Ten children registered for the program
- Currently, planning for virtual and in-person Spring/Summer 2021 programming.
- Posted for the Summer Student Day Camp Leader job positions
- Currently, planning for Summer Day Camp 2021 (COVID Camp). Investigating COVID protocols and will incorporate into programs accordingly
- Master Plan – participated in meeting with Master Plan consultant. Currently, compiling statistics for Rec. & Leisure program registered programs, drop-in activities, and facility rental numbers, etc. for the past five years

FACILITY RENTALS

Wingham Complex:

- Assisted with the re-opening procedures of the North Huron Westcast Community Complex and Blyth Community Centre for March 15, 2020:
 - Setup pre-registered swim times, gym work out times and fitness times in the new software system.
 - Registering patrons for the above times in the new software.



Recreation and Community Services Department

Quarterly Activity Report

January 01 – March 31, 2021

- Changing over the Active Screening for patrons to passive screening stations in each area for the patrons – signage, organized traffic flow, protocols, etc.
 - Setup new Active Screening Station for staff – signage, protocols, etc.
 - Front Office preparation for passive screening of visitors and sanitization and protocols.
- Front Office staff assisted with the Administration Preparation for Vaccination Clinic held at the North Huron Westcast Community Complex on March 11, 2021.
 - North Perth Lacrosse looking at booking Floor Times at the Wingham Arena.
 - Sports Field Request Forms have been sent out to all of our regular Sports Field users in both Blyth and Wingham. Deadline return date is April 14, 2021.

Blyth Community Centre Arena:

- Blyth Brussels Minor Hockey has booked “FLOOR TIME” at the Blyth Arena for Ball Hockey games for their participants to finish out their Hockey Season. This will run from March 10 – April 14th.

Blyth Campgrounds:

- 1 group of campers have booked at the Blyth Campground for May 2021
- The Barn Dance camping event has been cancelled for 2021

Meeting Rooms/Blyth Hall:

- Blyth BIA meetings will resume on the last Thursday of every month, starting on April 29th at 8:00 a.m. COVID protocols will apply.
- Blyth Thresher’s will be having a meeting in the Blyth Hall on April 13th – COVID protocols will apply.

Wingham Town Hall Theatre:

- Approximately 15 performances were cancelled in 2020 due to COVID.
- Received some Theatre Bookings for 2022.
- Committee of Council and Council Meetings have been booked in the Theatre for 2021. Meetings are scheduled to resume at the beginning in April.

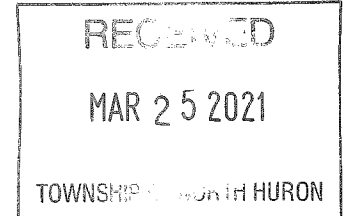


North Huron Community Food Share

Phone: 519-357-2277 x4
Email: office@nhfoodshare.ca
Website: <http://nhfoodshare.ca>

405-D Josephine Street, PO Box 354
Wingham, ON N0G 2W0

Township of North Huron
PO Box 90
WINGHAM ON N0G 2W0



Dear Council

On behalf of our board, I send our heartfelt thanks for your generous donation to the North Huron Community Food Share. With your contribution, we are able to provide well-balanced food and supplies to those facing food scarcities.

In the past year we have served over 1,499 households -- that translates into 4,486 people with 1/3 of our users being children and 1/5 seniors. More than half of our users are on the Ontario Disability Support Program, 5% are homeless and 10% are working poor.

The Food Share is solely funded by community donations; which include donations of food and money, from individuals, churches, schools, service clubs and businesses. Together we are able to make a difference in the lives of our neighbours facing financial instability. Now, more than ever, it will take our united efforts to care for each other.

Your donation expresses your compassion and care for others. Thank you,

Roxane Nicholson
Chair
North Huron Community Food Share

Mar 16/21

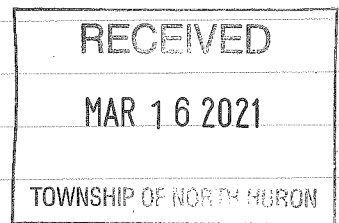
North Huron Council

This letter is to let you know I am quite disappointed with the behavior of the council while dealing with Morris-Turaberry Council and Greensmeats.

I have shopped at Greens for over 30 years and would like to continue -

Whatever the Council's disagreement with Morris-Turaberry Council, it is now time to settle it like adults, responsible to the voters who elected both councils.

Jean Adams -



March, 17, 2021.

To the elected Councils of the municipalities of
North Huron and Morris Turnberry:

Dear Councillors, Reeve, Deputy Reeve, Mayor and Deputy Mayor,

Oxford Languages give us this definition of community:

- 1) a group of people living in the same place or having a particular characteristic in common.
- 2) a feeling of fellowship with others, as a result of sharing common attitudes, interests, and goals.

Miriam-Webster Dictionary gives us:

- 1) *a unified body of individuals: such as the people with common interests living in a particular area*

The Cambridge Dictionary defines “community” as:

- 1) the people living in one particular area or people who are considered as a unit because of their common interests, social group or nationality.

I would ask whether you consider the residents and business people of the municipalities of North Huron and Morris Turnberry together to be a community.

What I see, being a person who for many years was a rate payer in both municipalities, are indications that you do not.

After watching a lengthy recorded joint meeting pertaining to “cross border” issues and reading newspaper and other accounts regarding these same issues, I was left with the impression that both councils have put dollars and perhaps personal issues (ideas of political legacy?) before the best interests and wishes of the people of this community.

Businesses (and the people that go with them) that bring services and employment to residents of the community and substantial revenue to both municipalities are being used as pawns in a municipal chess game that has gone on far too long.

In itself, the term “cross border” seems a barrier to solving these issues. The people of

the community do not see borders except when they are held up to them by politicians or when they are caught in the middle of a squabble or dispute created by these arbitrary dividing lines and the concomitant politics.

The “them and us” mentality that is fostered by terms such as “non resident user fees” and “cross border” is not healthy for the community or the municipalities. When these two, community and municipality, are seen as one perhaps a solution benefiting all can be reached.

Obviously I have little political experience, nor do I want to gain more, but I would suggest to you that a mediation process might be sought to help you overcome the dead end situation you seem to have reached.

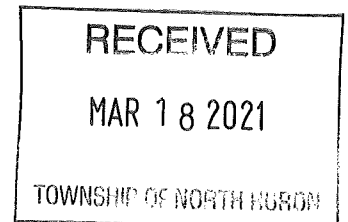
In plain words, the Councillors need counselling.

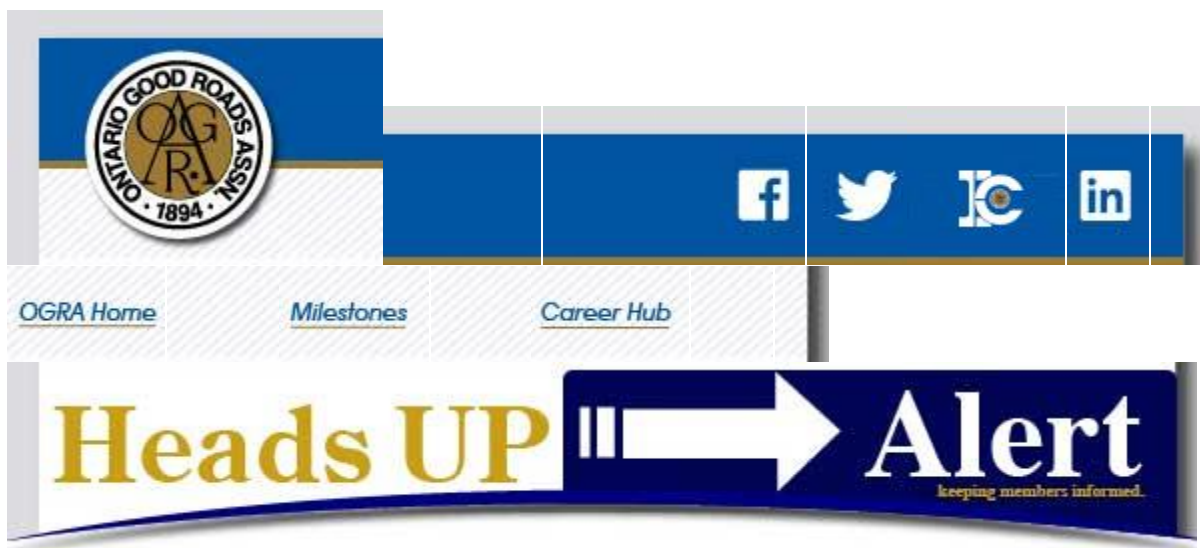
This situation, frankly, has become an embarrassment and an impediment to the well being of all in the municipalities you represent and detrimental to the community they form.

Sincerely,



Dr. David Magee
40560A Howick Turnberry Road,
Morris Turnberry Twp.
Wingham, Ontario.
N0G 2W0





Amendments to the Asset Management Planning for Municipal Infrastructure Regulation

The province has announced that they are amending O. Reg. 588/17, the Asset Management Planning for Municipal Infrastructure regulation. More specifically, they are extending each of the key dates of the phase-in schedule by one year. By July 1st of this year, municipalities were to have had an approved asset management plan for core assets such as roads, bridges, and culverts which identifies current levels of service and the cost of maintaining them. This has now been pushed to July 1, 2022. The same would have applied for remaining municipal assets on July 1, 2023. This has now been extended to July 1, 2024.

Furthermore, the date in which municipalities would have needed to complete the proposed level of service portion has been extended from July 1, 2024 to July 1, 2025. To meet that deadline, any updates to current levels of service must now be made by July 1, 2024 rather than July 1, 2023.

OGRA was a major proponent in the development of O. Reg 588/17, as asset management plans are key tools in preserving public safety and sustaining municipal finances. While OGRA hoped to see municipalities meet the July 1, 2021 deadline for core assets, COVID-19 proved to be too big of a hurdle for municipalities both big and small. OGRA members made it clear that this reprieve would be necessary and asked that the Ministry of Infrastructure be approached for an extension.

“I want to thank Minister Scott for listening to the concerns of municipalities in meeting this deadline” said OGRA President Dave Burton.

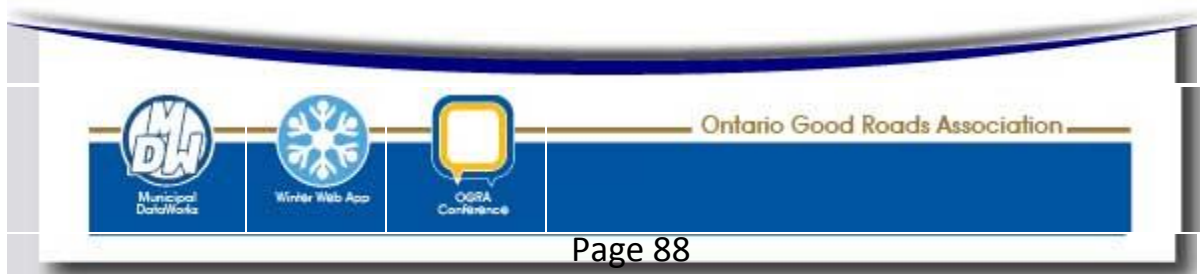
“O. Reg 588/17 remains a very important regulation and will continue to build asset management capacity in the municipal sector” added Scott Butler, OGRA Executive Director.

About Ontario Good Roads Association

The Ontario Good Roads Association (OGRA) was founded in 1894. Based out of Oakville, Ontario, OGRA is governed by 15 board members with 17 staff supporting its membership. The mandate of the Ontario Good Roads Association is to advance the infrastructure and transportation interests of its members through training, advocacy and services. OGRA currently has more than 650 members, which includes corporations, municipalities, and First Nations. For more information visit www.ogra.org.

Join the conversation about this *Heads Up Alert* at [the OGRA Interchange](#)

The Ontario Good Roads Association advances the infrastructure and transportation interests of our members through training, advocacy and services.



Good News

Student Senate Release Video Campaign for Feeder Schools

Trustee Sygrove highlighted the Student Senate video campaign that helps communicate to feeder school students that they have a voice too! All eight secondary schools produced a video introducing the Senators to their respective feeder school students. [Click here for a link to all of the videos](#). South Huron District High School's was shown to the board and [can be viewed here](#).

New Indigenous Language Course

Superintendent Creery was pleased to announce that a new Indigenous Language (Ojibway) course is being offered to 21 people across the Board in a virtual setting. Trustee Schenk is also participating.

Mental Health and Well-being Team Release You Matter Report

Superintendent Marotta was pleased to share that a report from research partners at Western and Queen's Universities that highlights the You Matter work has been released. The report provides an overview of the initiative, highlights the key learnings from the virtual You Matter 2 event, describes the ongoing support available to students in AMDSB, and outlines the initiative's future plans. [The full media release is posted here](#) and the report and an accompanying scavenger hunt for students can be found on the [Mental Health and Well-being page](#). A story highlighting this report can be found on the [Stratford Beacon Herald website](#).

Program Team Releases New Guidelines for the Return to Music Class (for Secondary Students)

Superintendent Creery reported that supports are being provided to secondary school music programs (with advice from Huron Perth Public Health) to facilitate the return to wind and brass instrumental music. These programs will be permitted to resume with new health and safety protocols.

Board Advocates for Families Seeking Reimbursement from Cancelled International Trips

The Board of Trustees will be taking action to advocate for families who have not yet received refunds from international trips to France and Italy that were cancelled due to the COVID-19 pandemic in March 2020. A number of AMDSB families continue to await reimbursement available through cancellation insurance. In order to support these impacted families, the Trustees passed a motion to advocate on their behalf. In addition, a letter will be sent to the impacted AMDSB families informing them of the specific actions.

Student Trustee Update

Student Trustee Makenzie Hallam reported that they have received a great deal of positive feedback about their PPE recycling project. They continue to await approval for the federal grant that they submitted to expand the initiative. She also reported that other school-based projects including the Stratford District SS mentoring program and the long-term care home pen pal project continue as planned.

Staff Presentations

Long-term Enrolment Projections

Superintendent Carter introduced Jack Ammendolia from Watson & Associates Economists and staff member Hugh Cox. Mr. Ammendolia recorded the video below which was shared with trustees in the agenda package along with the accompanying information report. Mr. Ammendolia and Mr. Cox were available to answer questions and [all information can be found on the Board website on the Pupil Accommodation & Enrolment Projections page](#).

Director's Work Plan Update

Superintendents Bruce, Marotta and Langis presented an update on the work of the Director's Work Plan. Superintendent Bruce outlined details of some of the updates underway for streamlining the processes for the Learning Services Department. These changes will simplify things for school teams and bring consistency across the teams within the Learning Services Department.

Superintendent Marotta announced that a Recruiter for the International Education has been hired. Minh Le will be responsible for working with International Education agents from around the world to highlight AMDSB as a desirable location for International students.

Superintendent Langis reviewed the AMDSB plans for equitable hiring practices that align with the new provincial PPM 165.

Senior Staff Updates

Superintendents Creery and Bruce gave an update from the Equity Steering Committee (ESC). The ESC meets monthly and is in the process of developing an Equity Action Plan. Two members of the ESC (Vice Principal Jason Burt - South Huron DHS, and Principal Kim Crawford - Listowel District SS) presented some of the work that has happened to date. The ESC work is being guided by Marva Wisdom who is an expert in diversity, inclusivity and anti-racism. The ESC is learning from stories of AMDSB community members (students, staff and community members), are acknowledging that there is racism and oppression in our system, and are making the commitment to change. They are reading a wide variety of resources and have developed the following belief statements:

- We believe all stakeholders are responsible for dismantling systemic racism.
- We believe in making space for voices typically marginalized or not heard.
- We believe in calling each other in and out, as needed.
- We believe allyship is a lifelong commitment and not a title we can give ourselves.

Future Board Meetings

- Tuesday, April 27, 2021 (Committee of the Whole, Closed Session at 4:30 p.m., and Regular Session at 6:00 p.m.)

Meetings will be hosted online using Microsoft Teams until further notice. [Links to join the meetings will be posted on the Board Meeting page.](#)

Future Meetings/Events with Trustee Representation

- Joint Health & Safety – March 25, 2021 at 1:30 p.m.
- Supervised Alternate Learning – March 29, 2021 at 8:30 a.m.
- Audit Committee – April 6, 2021 at 5:00 p.m.
- Accessibility for Ontario Disabilities Act Committee – April 7, 2021 at 3:00 p.m.
- Special Education Advisory Committee – April 7, 2021 at 4:00 p.m.
- Parent Involvement Committee – April 7, 2021 at 6:30 p.m.
- Huron Perth Student Transportation Services – April 20, 2021 at 3:30 p.m.

Meetings will be hosted online until further notice.

WINGHAM & AREA						
Health Professionals Recruiting Committee						
Budget /Actual 2020						
to December 31, 2020						
2021 Budget						
Expense	2019	2020	2020	2021		
Fixed Costs:	Actual	Budget	Actual to date	Budget		
- Physician, Health Professional Visits	\$ 917.12	\$ 1,000.00	300.00	\$ 1,000.00		
- Recruiting Tours	\$ 4,028.44	\$ 5,400.00	\$451.64	\$ 5,400.00		
- Membership Fees, Casper	525.00	\$ 175.00		\$ 175.00		
- Discovery Week- first year Medical Students	135.60	\$ 500.00		\$ 500.00		
-Discovery Health Camp		\$ 200.00		\$ 200.00		
- Medical Student Expense		\$ 300.00		\$ 300.00		
- Stipend to Physicians on Recruitment Tour 2 days @ \$500.00/ day		\$ -		\$ -		
- Doctor Appreciation Expense		\$ 500.00	593.25	\$ 500.00		
- Physician Incentives - held by Municipalities	25,000.00	\$ -		\$ -		
Physician Moving Expense	4,294.00	\$ -		\$ -		
- Marketing & Advertising/Promotion/web		\$ 1,500.00	167.03	\$ 1,500.00		
- Miscellaneous Expense	399.01	\$ 600.00	164.95	\$ 600.00		
- Office Supplies & Newspapers	52.55	\$ 325.00	38.00	\$ 325.00		
- Recruitment Co Coordinator - Salary & Benefits	66,930.78	\$ 65,000.00	35,000.01	\$ 45,000.00	Wingham share	
- Recruitment Co Coordinator Expense (Travel etc.)		\$ -		\$ -		
- Cell Phone Charges	183.66	\$ 900.00	250	\$ 900.00		
- Catering - Recruitment Meetings		\$ 100.00	0	\$ 100.00		
- Apartment Rental	1,875.00	\$ 7,500.00	7500	\$ 7,500.00		
- Scholarship - F E Madill Student	500.00	\$ 500.00	500	\$ 500.00		
- Mileage	17.15	\$ 300.00	127.07	\$ 300.00		
- Web Site Design & Software					Comparison to 2020 Budget	
Total Fixed Budget/Costs - Expenses billed quarterly	\$ 104,858.31	\$ 84,800.00	\$ 45,091.95	\$ 64,800.00	76.42 %	
Income - Other Sources				2021 Budget		
- Donations, Other (Net)		\$ -	10,000	\$ 9,733.76		
- Raffle	\$ 1,535.80	0.00				
- Libro - Community Event						
- Interest on Account	472.85	\$ -	217.84	\$ 217.84		
Wingham Foundation Donation	10,000.00	\$ 10,000.00	10,000	\$ 10,000.00		
LMH Cost sharing Recovery	7398.10	\$ -	7,398.10	\$ -	one time only	
LWHA in kind donation		\$ 8,700.00	8,700.00	\$ 8,700.00		
Total Anticipated Income - Other Sources	\$ 19,406.75	\$ 18,700.00	\$ 36,315.94	\$ 28,651.60		
Municipal income based on 2020 Useage numbers:	2019 Actual to date	2020 Budget	2020 Actual	2021 Budget	Total of levy for 2021	
North Huron 38%	33,097.00	\$ 32,224.00	32,224.00	\$ 24,624.00		
Huron Kinloss 16%	13,076.00	\$ 13,568.00	13,568.00	\$ 10,368.00		
South Bruce 11%	7,802.00	\$ 9,328.00	9,328.00	\$ 7,128.00		
Morris Turnberry 8%	7,717.00	\$ 6,784.00	6,784.00	\$ 5,184.00		
ACW 1%	941.00	\$ 848.00	848.00	\$ 648.00		
Remaining 26%- funded by the Foundation						
Munc share baed on 74% of Expenses						
Total Income from Municipalities	\$62,633.00	\$62,752.00	\$62,752.00	\$47,952.00	\$ 47,952.00	76.42 % of 2020
Total income from all sources	\$ 82,039.75	\$ 81,452.00	\$ 99,067.94	\$ 76,603.60		
(Deficit)/ Surplus	\$ (22,819)	\$ (3,348)	\$ 53,976	\$ 11,804		
2020 Surplus Funds	Surplus Funds to be returned					
Balance as of Jan 1, 2021 \$53,976	North Huron 38%		20,510.88			
	Huron Kinloss 16%		8,636.16			
Bank Balance \$68,163.55 December 31, 2020	South Bruce 11%		5,937.36			
	Morris Turnberry 8%		4,318.08			
	ACW 1%		539.76			
	Contingency Fund		5,000.00			
	Other donations		9,033.76			
revised budget approved by committee: March 22, 2021	Total		\$53,976	\$53,976.00		

March 29, 2021

To North Huron Council,

We are writing to you in regards to the dramatic increase in the fee for non-resident's children that attend the North Huron Children's Program. In a time where everyone is struggling to live through a pandemic and provide the best possible opportunities for our children to learn and succeed, North Huron has decided to impose a dramatic price increase to families that are non-residents. While we understand there has been an increased cost of operation, the increased fees imposed starting in January 2021 are beyond reasonable especially for those that fall in the category of non-resident. What divides our family from being a resident of North Huron is a mere 50 m. For our part time attending toddler and pre-school age children (2 days/week), we will pay \$2163/year more than a North Huron resident. Meanwhile our children receive the same programming, the same food and the same education as those children who are residents. When you work that out for a full-time attending family, they are paying \$5407.50/year more than a resident family. This has prompted some families to leave the daycare center to pursue other options. North Huron Council provided three weeks' notice for the increase in price. Not only was there not enough time for families to adjust their budgets but it came at one of the most financially stressful times of the year, Christmas. Merry Christmas from North Huron Council, here is your price increase.

In our age demographic (25-35 years old) we have seen a substantial increase in families moving back to rural Ontario, particularly in North Huron and surrounding areas. We are excited to raise our family with the numerous other families in our area. There is a bit of a "baby boom" happening locally, as many of the families we went to high school with have settled down locally and hope to raise their respective families here. With an increased need/demand for local support and infrastructure for growing families we need to focus on keeping these families within our community. If North Huron wants to turn their back on our young families (ie increasing daycare costs), these families will naturally start to look for other opportunities in other municipalities that are willing to support them. Just like anything else, it takes a community to raise a child. Community involves more than daycare – it involves schools, sports and entertainment facilities, churches, parks, local businesses, the list is endless.

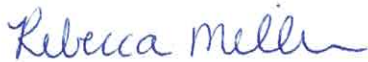
There is a large movement currently to shop local and support those businesses, as there should be. We need to support local businesses not only during a pandemic but at all times. North Huron council expects us to support the businesses of North Huron but when it comes to where we send our children to daycare, you are going to charge us a significant amount more because we live 50 metres from the boundary. When we purchase items for our family and business we spend our income in Wingham, now we are going to have to think twice about how we spend those dollars. When it comes to charitable donations we have always supported those in the North Huron area such as the North Huron Food Share, The Salvation Army and Wingham & District Hospital.

If you ask local businesses (we operate our own business so this includes ours as well) what their biggest struggle is, everyone will say finding good employees. Our business employs people from the local community, with staff coming from the North Huron area. With it being difficult to find daycare spots to begin with and now the dramatic increase in cost, it is forcing families to choose whether they can afford to send their children to daycare or if they should quit their jobs to stay home. This results in less people working in the local economy. The availability

and affordability of daycare for our children should not be the deciding factor on whether a parent chooses to have a career or chooses to stay home and care for their children.

The North Huron Children's Program has been an excellent resource for our children. It provides a great learning opportunity and prepares them for when they reach school age. We understand that the operating costs increase but to impose the resident and non-resident fees is hurting the families that support the economy within North Huron. If your concern is with neighbouring municipalities, then please address this between each municipality in a democratic and civil manner—our families should not be held victim to these increased costs. Why put the young families of your community in more financial hardship than necessary? A response to this letter would be greatly appreciated.

Sincerely,
Rebecca & Elliott Miller





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)

Date: March 31, 2021

United Way surges past campaign goal, celebrates with community

Stratford, ON – United Way Perth-Huron (UWPH) marked the end of the 2020/2021 annual campaign and was proud to use part of this year’s Spirit of Community online video celebration to announce a record-breaking total of \$1,924,517, well past the campaign goal of \$1.762 million and up 18 per cent over last year.

“The response by donors across Perth and Huron counties has been beyond our expectations,” said UWPH Executive Director Ryan Erb. “With everyone dealing with the ongoing pandemic and the challenges it presents, we weren’t sure what to expect. But our communities responded and embraced how important it was to help those in need.”

“We’re grateful to our communities for stepping up,” added UWPH Campaign Co-chair Martin Ritsma. “The incredible level of generosity and caring really stand out to me as a highlight of the past seven months. A lot of vulnerable local people will receive help thanks to support from donors in communities across Perth-Huron.”

Demonstrating the power of local love in the face of unprecedented challenges, UWPH celebrated the powerful work local individuals, organizations and communities helped them achieve, featuring the efforts of community committees in Exeter, Goderich, North Perth and St. Marys, along with ongoing work in Stratford at UWPH’s United Centre as well as in the larger community. Impact stories of local people who have the chance for a brighter future because of the help they received from a UWPH supported partner or program were also highlighted.

Leader Match donors — individuals and organizations giving \$6,000 or more to help inspire others to become Leader (\$1,200+) donors and increase impact in their communities — also received special thanks during online Spirit of Community celebrations, as did the Top 20 workplace campaigns.

This year’s Top 20 workplaces are:

- 1) FIO Automotive Canada
- 2) Huron Perth Healthcare Alliance
- 3) Steelcraft
- 4) City of Stratford
- 5) LCBO
- 6) Huron Perth Catholic District School Board
- 7) Famme & Company
- 8) Hendrickson Spring
- 9) Cooper Standard Automotive
- 10) Scotiabank
- 11) Dyna Mig Manufacturing of Stratford

- 12) Avon Maitland District School Board
- 13) Ward & Uptigrove Chartered Professional Accountants
- 14) Curtiss Wright
- 15) FGC Limited
- 16) TD Canada Trust
- 17) Huron Perth Public Health
- 18) Sun Life Financial
- 19) EFS-plastics
- 20) Medavie Health Foundation

For a complete list of volunteers, sponsors and donors — and to view UWPH's Spirit of Community videos — visit perthhuron.unitedway.ca.

UWPH is grateful to Famme & Co. Professional Corporation, investStratford, McCutchen & Pearce Professional Corporation and Monteith Ritsma Phillips Law Offices for sponsoring this year's Spirit of Community videos.

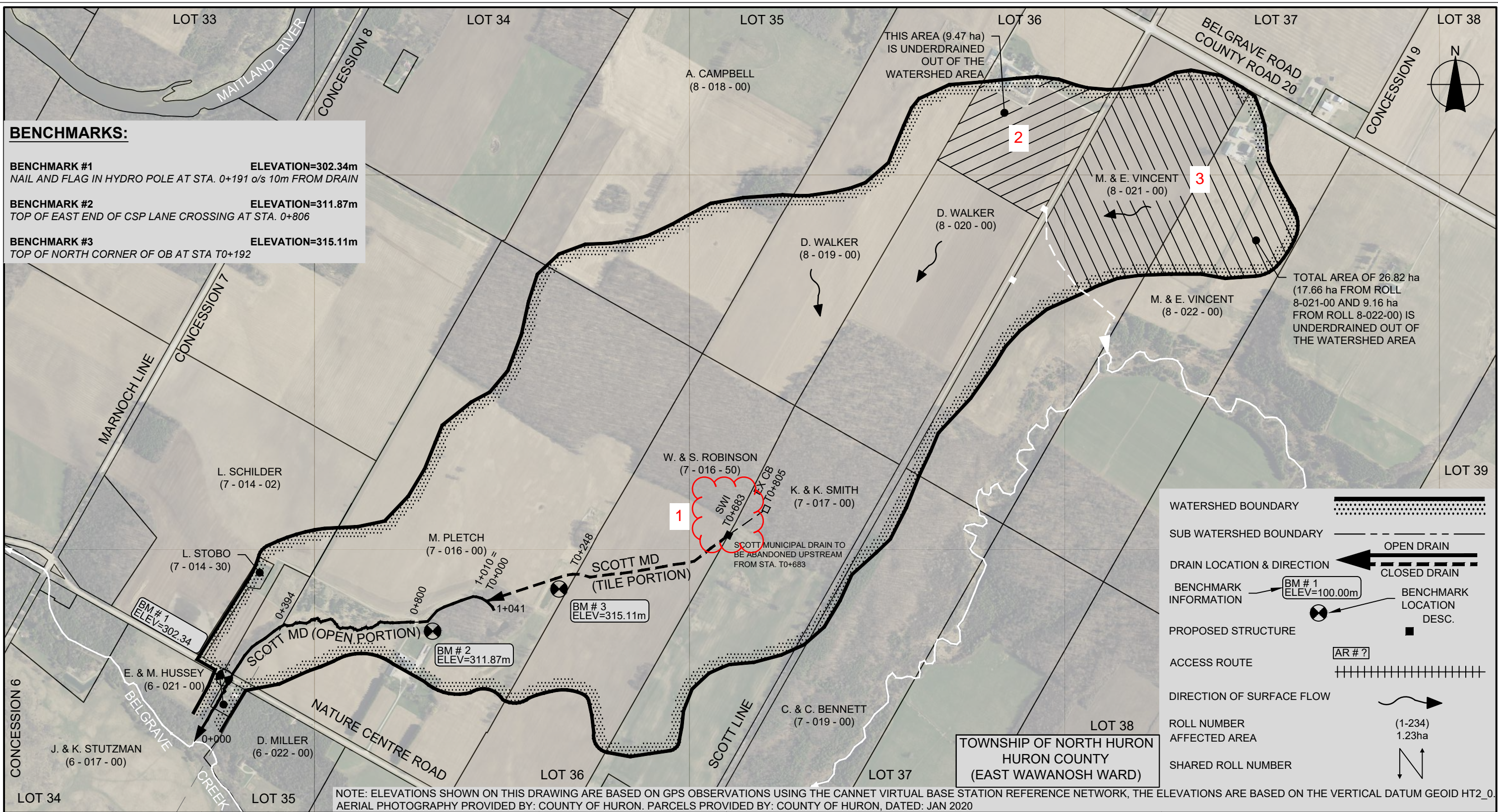
About United Way Perth-Huron

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

-30-

#LOCALLOVE

For more information, or to set up an interview with UWPH Executive Director Ryan Erb, please call 519-271-7730 or email info@perthhuron.unitedway.ca.



BENCHMARKS:

BENCHMARK #1 ELEVATION=302.34m
NAIL AND FLAG IN HYDRO POLE AT STA. 0+191 o/s 10m FROM DRAIN

BENCHMARK #2 ELEVATION=311.87m
TOP OF EAST END OF CSP LANE CROSSING AT STA. 0+806

BENCHMARK #3 ELEVATION=315.11m
TOP OF NORTH CORNER OF OB AT STA T0+192

WATERSHED BOUNDARY [Symbol]

SUB WATERSHED BOUNDARY [Symbol]

DRAIN LOCATION & DIRECTION
 OPEN DRAIN [Symbol] ←
 CLOSED DRAIN [Symbol] ←

BENCHMARK INFORMATION
 BM # 1 ELEV=100.00m [Symbol]
 BENCHMARK LOCATION DESC. [Symbol]

PROPOSED STRUCTURE [Symbol]

ACCESS ROUTE [Symbol]

DIRECTION OF SURFACE FLOW [Symbol]

ROLL NUMBER AFFECTED AREA (1-234) 1.23ha

SHARED ROLL NUMBER [Symbol]

NOTE: ELEVATIONS SHOWN ON THIS DRAWING ARE BASED ON GPS OBSERVATIONS USING THE CANNET VIRTUAL BASE STATION REFERENCE NETWORK, THE ELEVATIONS ARE BASED ON THE VERTICAL DATUM GEOID HT2_0. AERIAL PHOTOGRAPHY PROVIDED BY: COUNTY OF HURON. PARCELS PROVIDED BY: COUNTY OF HURON, DATED: JAN 2020

Notes

- This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.
- The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
- This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

NOT FOR CONSTRUCTION

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DFO REVIEW	2020/05/06	JRD
2	ISSUED FOR MUNICIPAL REVIEW	2020/10/16	JRD
3	ISSUED FOR ENGINEER'S REPORT	2020/12/04	JRD
4	REVISED ENGINEER'S REPORT	2021/03/19	JRD



BURNSIDE

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 Wingham, Ontario, N0G 2W0
 telephone (519) 357-1521
 fax (519) 357-3624
 web www.rjburnside.com

Client
TOWNSHIP OF NORTH HURON
 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Page 97

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 WATERSHED PLAN

0 200 400 600m

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 1 of 11
Scale 1:10000	Project No. 300040864		

8.2.2 Environmental Features

The environmental features that form part of the (Murray) Scott Drain & Stream Rehabilitation Project and which are to be maintained by the Township shall be those as described in Section 6.2 of this report. The details and dimensions of all SWIs, control boxes, culverts, surface water pipes, french drains, rip-rap and spillways, wetlands, berms, etc. shall be as specified in this report. These environmental components shall not be increased or decreased in size, shall not be removed or added to, and shall remain as described in Section 6.2. Any improvement to or any removal of the environmental features or components in this report would (if even possible) presumably be under the auspices of Section 78 of the Drainage Act and would necessitate the completion and filing of a new engineer's Report.

The Township Drainage Superintendent shall also refer to Section 6.2 for the various components that are not part of the drain and therefore not subject to maintenance.

Scott (Murray) Scott Municipal Drain & Stream Rehabilitation Project 2021

Comparison of Costs

Geoff King Estimate
May 6, 2018 (presented –May 22, 2018)

Engineer's Report Estimate (Appendix B)
March 19, 2021

Description	Estimate	Subtotals		Description	Estimate	Subtotals	Dec 2020 Report
Engineering:				Engineering:			
– Channel	15,000.00			Prepare Report, Meetings & Procedure	53,500.00		
– Drainage Act Report	<u>50,000.00</u>			Tendering & Contract Administration	<u>11,500.00</u>		
Construction:		65,000.00		Construction:		65,000.00	61,500.00
Channel Restoration work	25,000.00			Work on Private Property - Open	44,200.00		
Plant material	<u>3,000.00</u>			Work on Private Property - Closed	2,000.00		
		28,000.00		Road Crossing	21,900.00		
		1,000.00		Other Work	<u>10,300.00</u>		
Other:				Other:		78,400.00	79,600.00
Signage	1,000.00			Allowances	27,000.00		
		<u>1,000.00</u>		Administration (net HST, Interest, etc.)	<u>20,600.00</u>		
						47,600.00	47,900.00
Total Estimated Cost	\$ 94,000.00	\$ 94,000.00		Total Estimated Cost	\$ 191,000.00	\$ 191,000.00	18,900.00
Funding:				Funding:			
Drainage Act Grant	26,400.00	(1/3 for Ag lands) (Farm Class Tax)		less OMAFRA Grant	48,953.00		
Bruce Power Grant	<u>67,600.00</u>			less Allowances	27,000.00		
				less Bruce Power Grant	67,599.00		
Estimated Funding	\$ 94,000.00			less Estimated Funding	\$ 143,552.00		143,156.00
				Remainder to be Assessed (i.e. NET)	\$ 47,448.00		
				Net Assessment to Lands	6,318.00	13.32%	11.79%
				Net Assessment to Roads	41,130.00	86.68%	88.21%
				Net Assessments	\$ 47,448.00	100.00%	



**ASSESSMENTS for CONSTRUCTION
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT**

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE: March 19, 2021

TOWNSHIP: North Huron
PROJECT #: 300040864

Conc. or Plan	Lot or Part	Owner	Roll No.	Affected Area (Ha.)	Benefit Assess't (Sect.22)	Outlet Assess't (Sect.23)	Special Assess't (Sect.26)	Totals	Less	Less	Net	Est. Bruce Power Grant	Revised
									1/3 Grant	Allowances	Assessment		Net Assessment
Agricultural Lands													
6	Pt. 34 & Pt. 35	* J. & K. Stutzman	(6-017)	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ (200)	\$ -	\$ (200)
6	Pt. 34	* E. & M. Hussey	(6-021)	0.51	\$ 1,750	\$ -	\$ -	\$ 1,750	\$ -	\$ 490	\$ 1,260	\$ 1,149	\$ 111
7	Pt. 34	* L. Stobo	(7-014-30)	0.51	\$ -	\$ 520	\$ -	\$ 520	\$ -	\$ -	\$ 520	\$ 474	\$ 46
7	Pt. 34	L. Schilder	(7-014-02)	3.00	\$ -	\$ 1,800	\$ -	\$ 1,800	\$ 600	\$ -	\$ 1,200	\$ 1,094	\$ 106
7	35 & Pt. 34	M. Pletch	(7-016)	62.26	\$ 9,620	\$ 32,710	\$ -	\$ 42,330	\$ 14,110	\$ 21,330	\$ 6,890	\$ 6,284	\$ 606
7	W 1/2 36	W. & S. Robinson	(7-016-50)	29.82	\$ 1,190	\$ 19,300	\$ -	\$ 20,490	\$ 6,830	\$ 4,640	\$ 9,020	\$ 8,227	\$ 793
7	E 1/2 36	K. & K. Smith	(7-017)	25.17	\$ -	\$ 15,520	\$ -	\$ 15,520	\$ 5,173	\$ 340	\$ 10,007	\$ 9,127	\$ 880
7	W 1/2 37	* C. & C. Bennett	(7-019)	1.89	\$ -	\$ 740	\$ -	\$ 740	\$ -	\$ -	\$ 740	\$ 675	\$ 65
8	35	A. Campbell	(8-018)	12.88	\$ -	\$ 7,890	\$ -	\$ 7,890	\$ 2,630	\$ -	\$ 5,260	\$ 4,797	\$ 463
8	W 1/2 36	D. Walker	(8-019)	20.37	\$ -	\$ 16,510	\$ -	\$ 16,510	\$ 5,503	\$ -	\$ 11,007	\$ 10,039	\$ 968
8	E 1/2 36	D. Walker	(8-020)	34.21	\$ -	\$ 21,700	\$ -	\$ 21,700	\$ 7,233	\$ -	\$ 14,467	\$ 13,195	\$ 1,272
8	W 1/2 37	M. & E. Vincent	(8-021)	23.23	\$ -	\$ 14,340	\$ -	\$ 14,340	\$ 4,780	\$ -	\$ 9,560	\$ 8,719	\$ 841
8	E 1/2 37	M. & E. Vincent	(8-022)	10.75	\$ -	\$ 6,280	\$ -	\$ 6,280	\$ 2,093	\$ -	\$ 4,187	\$ 3,819	\$ 368
TOTAL ON LANDS				224.60	\$ 12,560	\$ 137,310	\$ -	\$ 149,870	\$ 48,953	\$ 27,000	\$ 73,917	\$ 67,599	\$ 6,318
Roads													
Nature Centre Road		* Township of North Huron		0.33	\$ 6,580	\$ 440	\$ 25,900	\$ 32,920	\$ -	\$ -	\$ 32,920	\$ -	\$ 32,920
Scott Line		* Township of North Huron		3.44	\$ -	\$ 8,210	\$ -	\$ 8,210	\$ -	\$ -	\$ 8,210	\$ -	\$ 8,210
TOTAL ON ROADS				3.77	\$ 6,580	\$ 8,650	\$ 25,900	\$ 41,130	\$ -	\$ -	\$ 41,130	\$ -	\$ 41,130
ALL LANDS AND ROADS				228.37	\$ 19,140	\$ 145,960	\$ 25,900	\$ 191,000	\$ 48,953	\$ 27,000	\$ 115,047	\$ 67,599	\$ 47,448

Notes: (1) It is presumed that all private lands are Agricultural, within the meaning of the Drainage Act except properties denoted with *
(2) It is the responsibility of the landowner to confirm whether their property is eligible for an OMAFRA grant, under ADIP policies as eligibility has not been confirmed as part of the preparation of this report.

**Engineer's Report
(Murray) Scott Drain & Stream
Rehabilitation Project 2021**

**Township of North Huron
P.O. Box 90, 274 Josephine Street
Wingham ON N0G 2W0**



BURNSIDE

**Engineer's Report
(Murray) Scott Drain & Stream
Rehabilitation Project 2021**

**Township of North Huron
P.O. Box 90, 274 Josephine Street
Wingham ON N0G 2W0**

**R.J. Burnside & Associates Limited
449 Josephine Street
Wingham ON N0G 2W0 CANADA**

**March 2021
300040864.0000**

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Distribution List

No. of Hard Copies	PDF	Email	Organization Name
21	Yes	Yes	Township of North Huron (for distribution to Landowners and Township)
2	Yes	Yes	Maitland Valley Conservation Authority (MVCA)
0	Yes	Yes	Fisheries and Oceans Canada (DFO)
1	Yes	Yes	Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)
0	Yes	Yes	Ministry of Environment, Conservation and Parks (MECP)

Record of Revisions

Revision	Date	Description
0	October 16, 2020	Draft Submission to Municipality
1	December 4, 2020	Issued for Engineer's Report
2	March 19, 2021	Revised Engineer's Report

R.J. Burnside & Associates Limited

Report Prepared By:



Trevor Kuepfer, P.Eng.
Project Engineer
TK:tp



Jeff Dickson, P.Eng.
Project Engineer
JRD:tp

Executive Summary

Authorization

This report is being prepared in response to the appointment of R.J. Burnside & Associates Limited (Burnside) by the Township of North Huron (Township), dated May 22, 2018 to improve the existing Scott Municipal Drain in accordance with Section 78 of the Drainage Act (Act), R.S.O. 1990.

Objective & Recommendations

The objectives of this Report are to improve the aquatic habitat within the existing Scott Municipal Drain between the Nature Centre Road and the outlet into the Belgrave Creek, as well as to incorporate the various environmental features that were constructed privately (by the late Murray Scott) on the M. Pletch property (Roll No. 7-016-00) as part of the Scott Municipal Drain.

The recommended improvements to the existing Scott Municipal Drain are proposed on the E. & M. Hussey property (Roll No. 6-021-00), part of Lot 34, Concession 6, as well as the crossing under Nature Centre Road.

A summary of the assessments, as estimated by the engineer (and as per Column 1 of the Ontario Ministry of Agriculture, Food and Rural Affairs [OMAFRA] *Application for a Grant for Municipal Drain Construction or Improvement form*), for this project are as follows:

1. Canada Owned Lands	\$ 0
2. Ontario Lands	\$ 0
3. Municipal Lands	\$ 15,230
4. Privately owned Non-Agricultural	\$ 3,010
5. Privately owned Agricultural	
➤ grantable	\$ 146,860
➤ non-grantable	\$ 0
6. Special non-proratable assessments	
➤ agricultural (grantable)	\$ 0
➤ agricultural (non-grantable)	\$ 0
➤ non-Agricultural (Sec. 26)	<u>\$ 25,900</u>
7. Project Total	\$ 191,000

Acknowledgements

Burnside would like to acknowledge the assistance and cooperation of the property owners directly involved with this project, as well as: Kirk Livingston, Drainage Superintendent for the Township; Chris Van Esbroeck, Geoff King, and Ben Van Dieten from the Maitland Valley Conservation Authority (MVCA); and other staff and the Township Council.

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Appendix F Special Provisions
Appendix G Agency Correspondence
Appendix H Manufacturer Product Information
Appendix I Drawings

Nomenclature

General

ac – acre (0.4047 ha)
BSWI – buried surface water inlet
CB – catchbasin
CCTV – closed circuit television
CDT – concrete drain tile
CSP – corrugated steel pipe
c/w – complete with
dia. – diameter
DICB – ditch inlet catchbasin
d/s – downstream
ea. – each
FL – fence line
FPPDT – filtered perforated plastic drainage tubing
H – horizontal
ha – hectare (2.471 ac)
HDPE – high density polyethylene
BJB – buried junction box
km – kilometre
LS – lump sum
m – metre
mm – millimetre
m² – square metre
m³ – cubic metre
OB – observation box
o/s – offset
PDT – plastic drainage tubing
PL – property line
ROW – right of way
S & I – supply and install
Sta. – station (chainage)
SWI – surface water inlet
SWWSP – smoothwall welded steel pipe
t – tonne (2,205 pounds)
u/s – upstream
V – vertical

Other

CA – Conservation Authority
DFO – Department of Fisheries and Oceans
MECP – Ministry of Environment, Conservation and Parks
MTO – Ministry of Transportation
NRCS – Natural Resources Conservation Service
OMAFRA – Ontario Ministry of Agriculture, Food and Rural Affairs
SCS – Soil Conservation Service

1.0 Introduction

1.1 Request for Improvement

The Township received a request for improvement to the existing drain from two landowners. The first, dated March 9, 2018, was submitted by Melanie Pletch (Roll No. 7-016-00); owner of Lot 35, Concession 7. The second, dated March 9, 2018, was submitted by Eric (Dale) and Marion Hussey (Roll No. 6-021-00); owners of part Lot 34, Concession 6.

1.2 Appointment under the Act

In a Report from the Drainage Superintendent to the Reeve and Members of Council dated 22/05/2018, in response to receiving two separate Notice of Requests for Drain Improvement, he recommended that Burnside be appointed under Section 78 of the Act.

1.3 Instructions to the Engineer

It was indicated in the report to the Council that several land owners in the watershed of the Scott Municipal Drain had been working with MVCA since 2005 on a rural storm water management approach to help address the impacts of climate change, to improve drainage, water quality and fish habitat, while also attempting to reduce future maintenance. The drain improvements requested were to undertake approximately 90 metres of open drain improvements at the bottom end and to incorporate fish habitat. The appointed engineer was also instructed to incorporate existing infrastructure into a drainage report that would provide direction for future maintenance provisions.

1.4 Engineer's Report

The proposed works and costs contained herein are intended to reflect the wishes of the stakeholders and are based on information gathered during the existing conditions survey, as well as during the property owner meetings and follow up discussions. Details of the proposed work for the (Murray) Scott Drain & Stream Rehabilitation Project are described in this Report, its Appendices and on the Drawings.

2.0 Background Information

2.1.1 Municipal Drain History

Burnside conducted a thorough review of all the historical documentation available in the Township office pertaining to the Scott Municipal Drain, as well as for other abutting Municipal Drains.

The Scott Municipal Drain was originally to be constructed in accordance with a report prepared by Fred A. Edgar, P. Eng., dated October 8, 1945. That report was later amended by a subsequent one the engineer dated May 13, 1946.

The 1945 report provided for the construction of over 1,040 m (3,425 feet) of open drain beginning in Lot 35, Concession 7, and outletting in Lot 34, Concession 6, geographic Township of East Wawanosh into the Belgrave Creek. It also included over 800 m (2,640 feet) of closed drain from its outlet into the open drain in Lot 35 upstream to the north and east to just beyond the midpoint of Lot 26, Concession 7. However, the 1945 report was appealed, and the scope of work on the open drain was reduced (the closed drain remained as proposed).

The amended 1946 report provided for the improvement of two separate portions of drain, one with a length of approximately 273 m (895 feet) extending downstream from the outlet of the tile portion (the short open portion upstream from 1+20 to Stake A was removed) and the other a length of approximately 434 m (1,425 feet) from the line between Lots 34 & 35, Concession 7 to the outlet into the Belgrave creek in Lot 34, Concession 6. These lengths of drain were separated by approximately 300 m (985 feet) where no work was proposed; this portion of channel that was not part of the drain began at the west limit of Lot 35, Concession 7 and extended upstream. In 1946, this owner agreed to accept flows from the tiled portion and upstream watershed and to address any maintenance concerns on this 300 m portion of existing drain.

2.1.2 Existing Conditions

The open portion of the Scott Municipal Drain is currently in good condition and serves as valuable aquatic habitat for various fish species. The closed portion is believed to be the original tile from its installation in approximately 1946 and is in fair condition.

The existing culvert through Nature Centre Road is a 900 mm dia. CSP that is currently in fair condition; however, its age is unknown, and it is more than half full of sediment.

The watershed area is divided by a large woodlot on the northern portion of Concession 7, and the southern portion of Concession 8. This woodlot provides water storage, and runoff attenuation from the surrounding area as well as the upstream agricultural lands.

There are many environmental features that have been constructed in, and around the Scott Municipal Drain on Lot 35, Concession 7. These features were constructed primarily by Murray Scott, in consultation with Geoff King and with the generous support of many partners. The purpose of these features was to improve the water quality characteristics of the watershed area, provide water storage and runoff attenuation, and improve the aquatic characteristics of the Scott Municipal Drain to encourage fish species to utilize the drain as they once did. The environmental features include:

- A Diversion Berm
- Flow Control Boxes
- French Drains
- Grassed Waterways
- Nitrate Filters
- Pool and Riffle Structures
- Rip-rap Spillways
- Surface Culverts
- Surface Water Inlets
- Trees and other Vegetative Plantings
- Wetland Areas

The features have had a positive effect on both the hydraulic conditions in the Scott Municipal Drain and on the hydrologic conditions of the watershed. Murray Scott and the MVCA administered numerous tours of this property to educate the general public and demonstrate the benefits of incorporating environmental features into drainage projects.

2.2 Watershed Area & Land Use

The total watershed area contributing runoff to the Scott Drain & Stream Rehabilitation Project is approximately 229 ha. The watershed area was delineated through the examination of topographic contour mapping data with computer aided drafting (CAD) software, the examination of existing adjacent watersheds for other Municipal Drain reports, and the review of field survey and observations. The watershed area for of this drain and the land use within it is divided as follows:

- 161 ha of agricultural land;
- 63 ha of woodlot;
- 1 ha of residential land; and
- 4 ha of municipal road ROW

The proposed Scott Drain shares a contiguous watershed boundary with the following drainage systems.

- The Belgrave Creek to the south and east; and
- The Maitland River to the north and west.

2.3 Length of Drains

The following are the lengths of the portions of the Scott Drain that form part of this report:

- The open portion of the Scott Drain is approximately 1,010 m; and
- The closed portion of the Scott Drain is approximately 683 m.

2.4 Soils

The soils survey for Huron County taken from the Soil Survey of Huron County, 1952 indicates that the predominant soil types within the watershed area are Donnybrook Sandy loam and Dumfries loam, with smaller areas of Harriston loam.

- **Donnybrook Sandy Loam** - A stony soil with good drainage characteristics and rolling topography.
- **Dumfries Loam** - A moderately stony soil with good drainage characteristics and rolling topography.
- **Harriston Loam** - A slightly soil with good drainage characteristics and rolling topography.

Based on the characteristics of the soils and their potential for future agricultural use, the Canada Land Inventory (CLI) provides Soil Capability Classification of Agriculture for lands across the country. The soils within the Scott Drain watershed area have an agricultural capability rating of Class 1 with no limitation in crop use.

3.0 Preliminary Investigations

3.1 On-Site Meeting

The On-Site Meeting for the drain was held on September 5, 2018 at 39298 Nature Centre Road. The following were present at the meeting:

- Eric (Dale) and Marion Hussey Property owners (Roll No. 6-021-00)
- Lucas Schilder Property owner (Roll No. 7-014-02)
- Melanie Pletch Property owner (Roll No. 7-016-00)
- Bill (William) Robinson Property owner (Roll No. 7-016-50)
- Kevin Scott Property owner (Roll No. 7-017-00)
- Andrew Campbell Property owner (Roll No. 8-018-00)
- Murray Vincent Property owner (Roll Nos. 8-021-00 & 8-022-00)
- Dean Vincent Representative (Roll Nos. 8-021-00 & 8-022-00)
- Douglas Walker Property owner (Roll Nos. 8-019-00 & 8-020-00)
- Linda Campbell Property owner (Roll No. 8-023-00)
- Ray Hallahan Councilor, Township of North Huron
- Kirk Livingston Drainage Superintendent, Township
- Geoff King Stewardship Services Coordinator, MVCA
- Caitlin Fergusson Burnside
- Jeff Dickson Burnside

Initially, Geoff King summarized the primary reasons for the drain improvement requests. He described the environmental improvements that had been made on the M. Pletch property (Roll No. 7-016-00) by the former owner, Murray Scott, in an effort to reduce sediment transport into the drain and to encourage fish to utilize the habitat that the drain

provided. Geoff explained the positive impacts that these features have made on the Scott Drain and emphasized that these features should become part of the Drain to ensure they are not removed in the future. He noted that the drain on the E. & M. Hussey property (Roll No. 6-021-00) was also in need of improvement, and the existing culvert crossing under Nature Centre Road, needs to be improved as it is approximately ¾ blocked. Geoff also indicated that Bruce Power has contributed funds to offset some of the costs to incorporate the existing features as well as provide for further environmental works within this watershed.

Eric (Dale) and Marion Hussey agreed that they have recently noticed worsening conditions in the drain and would like it to be improved on their property.

The general drainage conditions within the watershed were also discussed amongst those in attendance.

As a result of the meeting it was determined that the primary purpose of this Report was to propose improvements to the drain under Nature Centre Road and through the E. & M. Hussey property (Roll No. 6-021-00), as well as incorporate the various existing environmental features that had been installed on Lot 35, Concession 7.

4.0 Design Criteria & Engineering Considerations

4.1 Drainage System Design & Sizing

The applicable sections of the “A Guide for Engineers Working Under the Drainage Act in Ontario” (Publication 852), and the applicable sections of the “Drainage Guide for Ontario” (Publication 29), both of which were published by the Ontario Ministry of Agriculture and Food, were used to determine and supplement the design considerations for this drain.

Each component of the open drain was checked to ensure that the design criteria specified in Table 1 below was met.

Table 1 – Open Drain Design Criteria

Component	Design Storm Return Period ¹
Drain – Rural/Agricultural	2 year
Field Crossings	2 – 5 year
Residential or Major Agricultural Crossings	5 – 10 year
Lower-Tier Municipal Road Crossing	5 – 10 year
Upper-Tier Municipal Road Crossing	10 – 25 year

Table based on OMAFRA Publication 852, dated 2018.

¹ The Municipality and Conservation Authority may require a design varying from those listed

4.1.1 Modelling

A hydrologic and hydraulic model was created for the Scott Drain watershed using the computer program PCSWMM to simulate effects of the 2-year up to the 100-year return period design rainfall events on the drainage system.

Input parameters were based on watershed land use and soil characteristics gathered from aerial photography and the Huron County soils report and mapping. The Ministry of Transportation (MTO) intensity duration frequency (IDF) curve tool was used to develop a local IDF curve for the watershed and determine rainfall amounts and intensities as input to the design storm. A 24-hour SCS Type II rainfall distribution was chosen to provide design storms for the simulation.

4.1.2 Nature Centre Road Culvert Crossing

A simulation was run for a 10-year and a 25-year return period storm event both neglecting and considering the flow restriction caused by an existing 800 mm dia. culvert on the M. Pletch property (Roll No. 7-016-00). All storages (wetlands, berms, etc.) upstream of Nature Centre Road were neglected. The results of the modelling are summarized in Table 2 below.

Table 2 – Peak Flow Comparison at Nature Centre Road

Scenario	Neglecting Upstream 800 mm dia. Culvert		Considering Upstream 800 mm dia. Culvert	
	10 - Year	25 - Year	10 - Year	25 - Year
Peak Flow (m ³ /s)	2.0	3.5	1.3	1.5

It is anticipated that the effects of the storages (wetlands, berms, etc.) would result in considerably smaller peak flows at Nature Centre Road compared to what is presented in Table 2. As a result, it is our judgement that these values represent a conservative estimate of the flows that could reach Nature Centre Road.

As a result, a 1,200 mm dia. polymer laminated corrugated steel culvert was selected based on the following reasoning.

- This size of culvert in the proposed arrangement can convey a design flow of 2 m³/s. This should accommodate a 10-year storm return period storm at a minimum, satisfying the criteria specified in Table 1. Note that overtopping of the road at this crossing is not anticipated until flows are approximately 3 m³/s;
- Polymer laminated CSP has a service life of around 100 years, which is twice that of typical galvanized CSP, and was preferred by the Township; and
- The corrugated inside of the pipe will encourage slower flow velocities and encourage sediment deposition. This will help maintain drain bottom cover within the culvert which is important from an aquatic perspective.

4.1.3 Drain Design Considerations

The simulation suggested that a 2-year return period design storm resulted in a flow of approximately 0.8 m³/s in the Scott Drain downstream of Nature Centre Road. Cross sections of the existing drain and their corresponding gradient were reviewed on the E. & M. Hussey property (Roll No. 6-021-00) to determine the capacity of the existing drain. It was determined that the existing drain would require work just downstream of Nature Centre Road where a large amount of sediment has accumulated, and the drain cross-section is not well defined. The proposed work is anticipated to increase the capacity of the existing drain to the 2-year return period design flow at a minimum, satisfying the criteria specified in Table 1.

The elevations of the buildings on the E. & M. Hussey property (Roll No. 6-021-00) were also reviewed to determine any possible flooding risks resulting from the improvement of the culvert under Nature Centre Road. For flooding to occur, water would have to flow over the existing gravel driveway. The lowest survey shot on the gravel driveway was 302.41. A flow depth in the drain of approximately 1.2 m would be required to exceed this elevation and cause flooding on the private lands. For the 2 m³/s flow (design capacity of the Nature Centre Road culvert crossing) a flow depth of approximately 0.6 m is anticipated within the drain. As a result, flooding of the private lands is not anticipated unless an extreme storm event were to occur, or if a major blockage occurred downstream of the property causing a significant backwater effect.

4.2 Water Quality Considerations

The transport of sediment and nutrients from cropped land into drains and watercourses is a major concern to water quality in Ontario. Therefore, the design for the Scott Drain has incorporated several features to attempt to minimize these impacts including:

- Pools in the drain bottom to retain water and sediment and to provide fish refuge.
- Vegetated buffer strips to act as both a minimum setback distance for agricultural work for the drain, as well as a create a physical barrier and an area for soil particles and residue to settle out of sediment laden runoff before entering the drain.
- Rip-rap, vegetated stone revetment, large woody debris, and live staking to provide erosion protection along drain banks which are susceptible to erosion to reduce degradation, to provide some shade, and to enhance fish habitat.

4.3 Utilities Investigation

All public and private utilities shall be located by the Contractor prior to the construction of the proposed drain.

5.0 Environmental and Fisheries Considerations

As part of any Municipal Drain project, consideration must be given as to whether the drainage works has the potential to affect the environment, an existing drain, a natural

watercourse, a wetland, or any other environmental feature. A review of the work is required by and comments and concerns regarding the natural environment are provided by various agencies; subsequent approvals and/or permits must often also be obtained from the applicable agencies. The improvements proposed within this Report are intended to mitigate, wherever possible, potential impacts to existing aquatic and terrestrial habitat within the drain as well as the areas adjacent to the drain. After completion of the proposed work, it is Burnside's desire and intent to have designed and constructed a drainage system that respects and enhances the existing natural environment while at the same time provides improved drainage for the affected lands and roads within the watershed.

Environmental Agencies involved in this project are the local Conservation Authority (CA), The Ministry of the Environment, Conservation and Parks (MECP) and Fisheries and Oceans Canada (DFO).

5.1 Maitland Valley Conservation Authority (MVCA)

The MVCA was apprised of the project throughout its progression. Ben Van Dieten and Stephen Jackson of the MVCA reviewed a final draft of the Burnside report and drawings and confirmed via email that they did not have any issues or concerns and that they would process a Permit for the proposed works. A copy of Permit ALT25/2020 received from MVCA dated November 26, 2020 has been included in Appendix G of this Report.

5.2 Ministry of the Environment, Conservation and Parks (MECP)

A site screening was completed by Burnside and no terrestrial Species at Risk (SAR) were identified within the working area. The proposed works will predominately occur on Township's ROW and through a manicured lawn area. The areas will be restored following construction and therefore no permanent impacts on SAR are anticipated.

The Contractor will still be responsible to ensure that during the construction no extirpated, endangered, threatened, or special concern species or their habitats are adversely affected.

5.3 Fisheries and Oceans Canada (DFO)

A request for review of the proposed works was submitted to DFO for review (DFO File Number 20-HCAA-00925). A copy of the Letter of Advice received from DFO dated August 7, 2020 has been included in Appendix G of this Report.

No aquatic Federal Species at Risk have been identified within this drainage area that would require special consideration under the Species at Risk Act (SARA).

6.0 Proposed Design

6.1 Proposed Construction Work on Each Property

Part of Lot 34, Concession 7 (Roll No. 7-016-00)

- Excavation of a 5 m long x 0.5 m deep pool in the drain bottom; and
- Installation of a cofferdam and pumping system.

Nature Centre Road

- Installation of approximately 18 m of 1,200 mm Polymer Laminated CSP (68 mm x 13 mm corrugations, 2.0 mm thickness) by the open cut method through (under) Nature Centre Road;
- Restoration of Nature Centre Road; and
- Installation of rip-rap erosion protection along the banks of Nature Centre Road at the inlet and outlet of the CSP.

Part of Lot 34, Concession 6 (Roll No. 6-021-00)

- Excavation of three 5 m long x 0.5 m pools in the drain bottom;
- Approximately 12 m of sediment removal and drain realignment;
- Approximately 30 m of low flow meandering drain construction;
- Installation of vegetated stone revetment including the installation of red osier dogwood live stakes, and installation of large woody debris along the drain banks;
- Removal of one willow tree within the existing top of bank;
- Tree removal as required for construction access;
- Installation of a rock check dam as erosion and sediment control; and
- Complete restoration and seeding of all of the disturbed lawn areas.

Lot 36, Concession 7 (Roll No. 7-016-50 & Roll No. 7-017-00)

- Installation of one (1) 150 mm dia. surface water inlet c/w connection to the existing 350 mm (14 inch) drain tile (on the property line) at Station T0+683.

6.2 Incorporation of Environmental Features

Following the adoption of this Report, many of the previously constructed environmental features on the former (Murray) Scott property shall be considered part of this Drain, and therefore subject to future maintenance. As per the accompanying drawings, any areas denoted as being grassed, forested, wetland, or hayed/foraged shall remain as such in the future. If, in the future a property owner changes any of these areas to an alternative land use, the Drainage Superintendent (if deemed necessary) shall have the authority to restore an area to the designation in this Report and at the property owner's expense.

Four separate Feature Areas on Lots 34 and 35, Concession 7 are defined and depicted in the drawing set in Appendix H. The environmental components in each Feature Area are summarized below:

Feature Area One (Drawing No. 6 of 11)

The environmental features to be included in this area are:

- Wetland F;
- The small berm;
- All surface water inlets, surface water pipes, and rip-rap spillways required for the proper function of the small berm;
- Any overland flow routes required for the proper function of the wetland; and
- All trees and plantings within this area.

Figure 1 – Wetland F, Facing West



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the wetland area as required when requested by the property owner(s). The footprint of this wetland shall be approximately 0.03 ha and side slopes shall be no steeper than 2H:1V. The Drainage Superintendent shall ensure that adequate vegetation remains on the swale directing flows from the outlet of wetland F to

the existing nitrate filters and rip-rap flow route. Neither of the nitrate filters shall be considered to be part of the Drain for future maintenance purposes.

The small berm shall be maintained to a height of approximately 1.2 m (from top of berm to low area at upstream end of the berm). The SWI has been installed in the low area at the upstream end of the berm, shall be approximately 0.75 m lower than the catchbasin servicing the berm, and may be replaced by the Drainage Superintendent with a 200 mm dia. SWI as needed. The SWI shall outlet to Wetland F as depicted on the attached drawing set and the 200 mm dia. pipe shall be maintained by the Drainage Superintendent. The catchbasin shall be maintained as a 900 mm x 1,200 mm concrete OB with an 800 mm dia. outlet pipe (either CSP or dual-wall HDPE) with an invert elevation no less than 1.0 m below the top of the CB.

This area shall remain as a wetland and woodlot only. No land uses within Feature Area One shall be altered, cultivated, removed or utilized for agricultural purposes.

Feature Area Two (Drawing No. 7 of 11)

The environmental features to be included in this area are:

- The diversion berm;
- Wetland D and the grassed buffer surrounding the wetland;
- The french drain servicing Wetland D;
- All surface water inlets, surface water pipes, and rip-rap spillways required for the proper function of the diversion berm and wetland area; and
- The grassed waterway north of the diversion berm.

The diversion berm shall be maintained to the elevations as indicated on the profile on the accompanying drawings. The berm shall be maintained with one outlet at Sta. B0+100. This outlet shall consist of a 200 mm dia. SWI with a 200 mm dia. outlet as per the accompanying drawings. An additional outlet shall be maintained at Sta. B0+220. This outlet shall consist of a 200 mm dia. SWI with a 200 mm dia. CSP or HDPE pipe (320 kPa) through the diversion berm. The elevations of these structures shall be as denoted on the applicable drawings.

Figure 2 – Wetland D, Facing West



Photo Credit: MVCA, Geoff King

Wetland D shall be maintained to an elevation no deeper than the specified depth on the accompanying drawings (approx. 312.00). **A shallow ground water aquifer is located in this general area and shall not be disturbed.** Sediment shall be removed from the wetland area as required when requested by property owner(s). The footprint of this wetland shall be approximately 0.15 ha and side slopes shall be no steeper than 2H:1V. The 150 mm dia. CSP outlet pipe for this wetland area shall be maintained by the Drainage Superintendent and be replaced as required with a new CSP outlet or dual-wall HDPE pipe (320 kPa). There is also a french drain present within this wetland area that shall be maintained by the Drainage Superintendent. The french drain shall be repaired with perforated dual wall HDPE pipe (320 kPa) c/w pipe sock in the approximately same location and depth of the existing french drain as per the applicable details.

Furthermore, all shrubs, trees, and other vegetation (i.e. phragmites) near Wetland D shall be closely monitored by the Drainage Superintendent to ensure that they do not impact or clog the french drain or storage area within the wetland area. Vegetation has been problematic in this area in the past and shall be monitored and controlled as this area is believed to be **responsible for a large portion of the baseflow** within the Scott Drain.

The grassed spillway used as an overflow for Wetland D shall be maintained to a minimum width of 5 m from Sta. B0+500 to B0+620. The grassed spillway currently outlets across the diversion berm with two 450 mm dia. CSP pipes. For maintenance purposes this overflow, including the two CSP pipes can be reinstalled to approximately the same elevations as specified on the applicable drawing(s). The CSPs can alternatively be replaced with HDPE pipes (320 kPa) with a similar capacity to the existing CSPs. The grassed swale to the east of Wetland D starting near Sta. B0+280 and outletting at the west edge of Wetland D shall also be maintained to a minimum width of 5 m. There is also a subdrain in this portion of the swale that shall be maintained with perforated HDPE pipe (320 kPa) in the same general location, and with a similar capacity to the existing subdrain.

The rip-rap spillway extending downstream from the outlet of the two CSP pipes shall be maintained to its confluence with the Scott Drain. If required, additional OPSS R50 rip-rap shall be installed to repair damaged sections of this spillway.

Figure 3 – Major Storm Outlet for Diversion Berm



Photo Credit: MVCA, Geoff King

Figure 4 – Drain Pool and Spillway from Diversion Berm Overflow near Sta. 0+995



Photo Credit: MVCA, Geoff King

The existing nitrate filter in this area shall not be considered to be part of the Drain for future maintenance purposes.

Feature Area Three (Drawing No. 8 of 11)

The environmental features to be included in this area are:

- Wetland C;
- All surface water inlets, surface water pipes, and rip-rap spillways required for the proper function of Wetland C;
- Natural channel design features within the closed portion of the Scott Drain;
- The existing 800 mm dia. CSP culvert crossing in the Scott Drain;
- All trees and plantings within this area;
- Wetland E; and
- The control box, french drain, CSP outlet and major storm CSP outlet required for the proper function of the Wetland E.

Figure 5 – Wetland C, Facing West



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the wetland area as required when requested by property owner(s). The footprint of Wetland C shall be approximately 0.16 ha and side slopes shall be no steeper than 2H:1V.

The SWI shall be installed in the low area in the location depicted in the accompanying drawing set. The SWI may be replaced by the Drainage Superintendent with a 200 mm dia. SWI as needed. The SWI shall outlet in the woodlot area as depicted on the attached drawing set and the 150 mm dia. pipe shall be maintained by the Drainage Superintendent with dual-wall HDPE pipe (320 kPa).

The spillway from the outlet of the Wetland C including the 500 mm dia. CSP and 400 mm dia. CSP crossing the existing trail shall be maintained to its confluence with the Scott Drain. Any erosion occurring in this area may be reinforced with OPSS R50 rip-rap. The CSPs can alternatively be replaced with HDPE pipes (320 kPa) with a similar capacity to the existing CSPs.

Figure 6 – Wetland E, Facing West



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the wetland area as required when requested by property owner(s). The footprint of Wetland E shall be approximately 0.16 ha and side slopes shall be no steeper than 2H:1V. The control box shall be monitored by a Commissioner as appointed by the Township (refer to Section 8.2.3.1 of this Report). For future maintenance, the Drainage Superintendent may replace the overflow 250 mm dia. CSP with a similar sized CSP or alternatively a solid dual-wall HDPE pipe (320 kPa) with a similar capacity to the existing CSP. The control box shall be maintained as an Inline Water Level Control Structure as manufactured by Agri Drain (see product specifications in Appendix H) with the same or an equivalent box, and pipe dimensions and same number and height of stoplogs as the existing control box. There is also a french drain present within this wetland area that shall be maintained by the Drainage Superintendent. The french drain shall be repaired with perforated dual wall HDPE pipe (320 kPa) c/w pipe sock in approximately the same location and depth as the existing french drain as per the accompanying details.

Figure 7 – Outlet of CSP Culvert Crossing on Scott Drain near Sta. 0+800



Photo Credit: MVCA, Geoff King

The laneway crossing and the drain in this area shall be maintained as noted on the profile and details in the accompanying drawing set.

This area shall remain as wetland and woodlot area only. No land uses within Feature Area Three shall be altered, cultivated, removed or utilized for agricultural purposes.

Feature Area Four (Drawing No. 9 of 11)

The environmental features to be included in this area are:

- Wetland A;
- Wetland B;
- The modified catchbasin c/w backflow preventor which only allows flows from the catchbasin to the wetland and not vice versa, control box, CSP outlets, major storm CSP outlet and rip-rap spillways required for the proper function of the wetland areas; and
- Buffer plantings around both wetlands.

Figure 8 – Modified Catchbasin



Photo Credit: MVCA, Geoff King

The modified catchbasin shall be maintained to the elevations as specified on the accompanying drawings. The modified catchbasin is intended to divert flow to the wetland during low flows periods and to utilize the closed portion of the Drain during high flow events. The pipe directing flows from the catchbasin to Wetland A is complete with a backflow preventor which shall be maintained by the Drainage Superintendent as it is essential to the proper functionality of the Wetlands A, B, and C. The structure shall be kept free of sediment to ensure that it can function properly.

Figure 9 – Wetland A and Control Structure, Facing North



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the Wetland A as required when requested by property owner(s). The footprint of Wetland A shall be approximately 0.29 ha, and side slopes shall be no steeper than 2H:1V.

The pipe from Wetland A both to and from the control box controlling flows to Wetland B shall be maintained as either a 150 mm dia. CSP or dual-wall HDPE pipe (320 kPa). Similarly, the major storm overflow pipe of Wetland A shall be maintained as either a 375 mm dia. dual-wall HDPE pipe or similarly sized CSP. These pipes shall be maintained to the approximate elevations depicted on the accompanying drawing set. The control box shall be monitored by a Commissioner as appointed by the Township (refer to Section 8.2.3.1 of this Report) and maintained by either the Drainage Superintendent or Commissioner. The control box shall be maintained as an Inline Water Level Control Structure as manufactured by Agri Drain (see product specifications in Appendix H) with the same or an equivalent box, and pipe dimensions and same number and height of stoplogs as the existing control box. Plantings surrounding the wetlands shall extend from the Lot 36, Lot 37 property line as dimensioned on the accompanying drawings.

When in a closed position this control box has been designed to primarily utilize the storage in Wetland A, but will allow for flow to Wetland B prior to allowing flow into the closed portion of the Municipal Drain or the major storm overflow of Wetland A.

The control box servicing the systematic tile of the Lot 36, Concession 7 lands that outlet into Wetland A shall not be considered to be part of the Drain for future maintenance purposes. The owner(s) of the Lot 36, Concession 7 lands shall have the authority to access and adjust the control box on Lot 36, Concession 7 property as required for their tile drainage.

Figure 10 – Wetland B, Facing East



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the Wetland B as required when requested by property owner(s). The footprint Wetland B shall be approximately 0.41 ha, and side slopes shall be no steeper than 2H:1V.

The SWI shall be installed in the low area in the location depicted in the accompanying drawing set. The SWI may be replaced by the Drainage Superintendent with a 200 mm dia. SWI as needed. The SWI shall outlet in the woodlot area as depicted on the attached drawing set and the 200 mm dia. pipe shall be maintained by the Drainage Superintendent.

Any erosion occurring in these areas may be reinforced with OPSS R50 rip-rap to the discretion of the Drainage Superintendent.

The buffer area around Wetland B may be farmed with only hay or forage crops; no row crops will be permitted. No land uses within Feature Area Four, other than the hay or forage crops, shall be altered, cultivated, removed or utilized for agricultural purposes.

The Existing Drain from Sta. 0+214 to Sta. 1+050

The environmental features that are to be included in this area are:

- The riffle and pool sequencing in the Scott Drain; and
- All trees and plantings within this area.

Figure 11 – Riffle and Pool Sequencing in the Scott Drain



Photo Credit: MVCA, Geoff King

The drain in this area shall be maintained as noted on the profile and detailed in the accompanying drawing set. All riffles shall be maintained where noted on the profile and shall not be removed. Repairs to the riffles shall be completed with riverstone and granular 'B' material.

This area shall remain as a wetland and woodlot area only. It should be noted that the plantings on the south and west sides of the drain are most critical for maintaining good fish habitat as they provide shade to the watercourse during the hottest periods of the day in an attempt to maintain thermal conditions.

6.3 Scott Drain (1946) Partial Abandonment

Section 19 of the Act states:

"The engineer in the report may recommend the abandonment of any drain or part thereof that is no longer useful or that is being supplanted by a new drainage works. R.S.O. 1990, c. D.17, s.19."

This report authorizes the abandonment of the portion of the Scott Municipal Drain (1946) upstream of Station T 0+683 for the purposes of future maintenance. This portion of the drain shall cease to have Municipal Drain status following the adoption of this Report. The clay tile on Roll No. 7-017-00 shall become the property and responsibility of the owner of the land upon which it is located. The existing clay tile shall be re-connected to the Scott Drain on the property line at the mid-point of Lot 36, Concession 7 (between Roll No. 7-016-50 and 7-017-00) at the proposed SWI to be installed as part of this Report.

6.4 Working Space and Access Routes

The working space and access routes being provided for construction and future maintenance are described in Appendix F – Special Provisions. Access to the working space as shown on the accompanying drawings is to be confirmed by the Contractor with property owners and the engineer prior to the commencement of construction.

6.5 Change Orders

If unforeseen circumstances are encountered following the adoption of this Report, the Engineer may issue change orders, as required to have the work properly constructed.

7.0 Description of Appendices

7.1 Appendix A – Allowances

In accordance with Section 8(1)(d) of the Act, this Appendix provides a breakdown of the allowances provided under Sections 29, and 31 of the Act. These sections are:

- Section 29 – Right-of-Way
- Section 30 – Damages
- Section 31 – Existing Drains

A summary of the allowances provided under each section of the Act is included in this Appendix. Allowances will be deducted from total assessments in accordance with Section 62(3) of the Act.

7.1.1 Section 29 – Right-of-Way

Section 29 the Act states:

“The engineer in the report shall estimate and allow in money to the owner of any land that it is necessary to use,

[1] for the construction or improvement of a drainage works;

[2] for the disposal of material removed from drainage works;

[3] as a site for a pumping station to be used in connection with a drainage works;

[4] or as a means of access to any such pumping station, if, in the opinion of the engineer, such right of way is sufficient for the purposes of the drainage works,

the value of any such land or the damages, if any, thereto, and shall include such sums in the estimates of the cost of the construction, improvement, repair or maintenance of the drainage works. R.S.O. 1990, c. D.17, s.29.”

The right-of-way is defined as the footprint of the drain, the working space for the Contractor during construction, and also the working space for the Township for future maintenance. No ROW allowances were provided in the 1946 report for the Scott Municipal Drain.

In this report, an assumed land value of workable, agricultural land of **\$30,888** per hectare (i.e., **\$12,500** per acre) has been used to calculate the right-of-way allowances. This value is adjusted based on the factors summarized in Table 3.

Table 3 – ROW Allowance Factors

ROW Provided For	Allowance Width (m)	Factor
Existing Open Drain	Drain Width	0.00
Road ROW	10	0.00
Working Space - Wetland/Woodlot	6	0.10
Working Space - Ag Land	6	0.20
Working space - Residential	6	0.30
Tile Drain - Ag Land	10-15	0.30
Tile Drain - Wetland/Woodlot	10-15	0.15

No allowance was provided for the footprint of the existing open drain on the basis that the land is currently occupied by the open drain. A working space allowance has been provided for all components of the drain that may require maintenance in the future at a reduced land value on the basis that these lands will be useable by the property owner(s) following construction.

A \$200 access allowance has also been provided to the M. Pletch (Roll No. 7-016-00) property to provide access as required to get to the working spaces described in Appendix F.

Permanent buildings, structures or plantings should be avoided within the right-of-way, to allow for the future maintenance of this drain; any such features may be removed if deemed necessary by the Drainage Superintendent in order to perform maintenance.

7.1.2 Section 31 – Existing Drain

Section 31 of the Act states:

“Where an existing drain that was not constructed on requisition or petition under this Act or any predecessor of this Act is incorporated in whole or in part in any drainage works, the engineer in the report shall estimate and allow in money to the owner of such drain or part the value to the drainage works of such drain or part and shall include such sum in the estimates of the cost of construction, improvement, repair or maintenance of the drainage works. R.S.O. 1990, c. D.17, s.31.”

In this Report, the environmental features constructed (by the late Murray Scott) on the M. Pletch property; namely, Lot 35, Concession 7 (Roll No. 7-016-00) have been incorporated into the proposed drain. These features required a considerable amount of labour, time and capital to construct, and as such, an existing drain allowance was provided as follows:

- An allowance of \$500 per 0.1 ha of land utilized has been provided for each of the wetland areas described in this Report;
- A \$5,000 allowance has been provided for the construction of the diversion berm and all the infrastructure required for its proper function (Refer to drawing 7 of 11); and
- A \$500 allowance has been provided for the construction of the small berm and all the infrastructure required for its proper function (Refer to drawing 6 of 11).

7.2 Appendix B – Project Cost Estimate

In accordance with Section 8(1)(b) of the Act, this Appendix provides a breakdown of the total estimated cost of the proposed work, including all labour, materials, construction, engineering, administration and allowances.

7.3 Appendix C – Special Assessments

Section 26 of the Act states:

“In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be

assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority. R.S.O. 1990, c. D.17, s.26.”

In this Report, a Section 26 assessment was levied to Nature Centre Road. The increased cost for installing the road crossing has been assessed to the road authority, as has an administrative charge for the on-site construction inspection. The remaining administrative costs have been assessed as a Specific Benefit to the affected road.

7.4 Appendix D1 – Schedules of Assessment for Construction

7.4.1 General

In accordance with Section 8(1)(c) of the Act, this Appendix show the distribution of the total estimated cost over the lands and roads involved and are in accordance with Sections 21, 22, 23 and 26 of the Act (a description and breakdown of the Section 26 - Special Assessments is shown in Appendix C). Affected private lands that are deemed to have an agricultural tax class may be eligible for any grants which may be available through the Ontario Ministry of Agriculture and Food and Rural Affairs (OMAFRA). The engineering and administration costs have been assessed out over the entire drain.

The assessments have been calculated using a modified Todgham Method to distribute the project costs throughout the watershed in a fair and equitable manner. Detailed calculations of these assessments are available to affected property owners upon request. More information on assessment and the Drainage Act can be found on the OMAFRA website.

7.4.2 Sections 21, 22 and 23 – Benefit and Outlet Assessment

Section 21 of the Act states:

“The engineer in the report shall assess for benefit, outlet liability and injuring liability, and shall insert in an assessment schedule, in separate columns, the sums assessed for each opposite each parcel of land and road liable therefor. R.S.O. 1990, c. D.17, s. 21.”

Section 22 of the Act states:

“Lands, roads, buildings, utilities or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance or repair of a drainage works may be assessed for benefit. R.S.O. 1990, c. D.17, s.22”

Section 23 of the Act states:

“(1) Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly

or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse, may be assessed for outlet liability.

(2) If, from any land or road, water is artificially caused by any means to flow upon and injure any other land or road, the land or road from which the water is caused to flow may be assessed for injuring liability with respect to a drainage works to relieve the injury so caused to such other land or road.

(3) The assessment for outlet liability and injuring liability provided for in subsections (1) and (2) shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments.

(4) The owners of the lands and roads made liable to assessment only under subsection (1) or (2) shall neither count for nor against the petition required by section 4 unless within the area therein described. R.S.O. 1990, c. D.17, s.23.”

Throughout the course of the drain, specific costs were assigned to various property owners. Parts of the costs of items such as catchbasins, junction boxes, berms, etc. were assessed to the lands directly upstream and downstream of the item and/or the entire upstream watershed.

7.5 Appendix D2 – Schedules of Assessment for Maintenance

In accordance with Section 38 of the Act, assessment schedules for future maintenance of the proposed drain have been completed. Affected lands located upstream of the maintenance shall be determined by the Drainage Superintendent and assessed according to these schedules.

7.6 Appendices D3 Through D7 – Supporting Assessment Calculations

The Todgham Method (modified) has been used to determine assessments for this project and supporting calculations for the assessments have been provided in these Appendices.

The Todgham Method is explained in detail below:

The estimated costs have been assessed to all affected lands and roads, in accordance with the appropriate Sections of the Act, and in general following what is commonly referred to as the “*Todgham Method*”. This is a manner or system of determining assessments that is generally accepted by the drainage engineering community as being fair and equitable. The basics of this method are explained here, whereas the details of the assessments for this Drain are included in Appendix D.

- a) **Equivalent Areas** – In order to conform to Section 23(3) of the Act, an “equivalent area factor” is applied to all lands and roads within the drainage area. This factor is established for each parcel of land within the drainage area and is dependent on the particular characteristics of that land, the prime characteristics being land use and topography. In this way “... *the volume and rate of flow of the water artificially caused to flow ... into the drainage works ...*” is established on a relative basis for “... *the lands and roads liable for such assessments.*” The equivalent area factors for this Drain are shown in Appendix D and using this information, a Section Data Table is prepared for the drainage area for each part of the Drain.
- b) **Sections of the Drain** – Based on sub-drainage areas and property lines, the subject Drain or Drains are divided into various Sections for assessment purposes, normally with Section 1 being at the downstream end. These Sections are shown on the Section Data Table. The equivalent areas within and upstream of each Section are also determined and are shown on this Table.
- c) **Costs for Each Section** – A total cost for each Section is calculated and includes all costs, such as materials, construction, allowances, engineering and administration. The total of these sectional costs must equal the total project cost including any special assessments made in accordance with Sections 24 and 26 of the Act. The Section Costs table for this project is shown in Appendix D.
- d) **Assessment for Benefit** – To completely understand the assessment process, the reader must be aware of the definition of “benefit” contained in Section 1 of the Act. Standard practice is to make an assessment for benefit only to those properties upon which the work is actually done or to those properties adjacent to where the work is actually done, when the drain is located on or near the boundary between one or more properties.
- e) **Outlet Liability Assessment** – An understanding of “outlet liability”, as defined in Section 1 of the Act, is also required to comprehend the assessment process. Standard practice is to also make an assessment for outlet liability to any and all lands and roads that are within the drainage area since, in some manner, runoff from those lands will use all or part of the Drain as an outlet.
- f) **Direct Outlet Assessment** – This term is used to describe the assessment for outlet made to those lands within each section of the Drain that outlet directly into that section. For example, if there are 15 equivalent hectares within the sub-drainage area of Section 3 of the Drain, these 15 equivalent hectares gain direct outlet to the Drain somewhere within the length of Section 3 and can be assessed for the outlet obtained within that section. This assessment is not separately defined in the Act and is usually included with benefit when assessments are calculated.
- g) **Variation of Assessments throughout the Length of the Drain** – When engineers calculate assessments, they must decide; (1) what portion of the cost of each section will be assessed as benefit and direct outlet to the land upon which the Drain is being constructed, and (2) what portion will be assessed as outlet to the lands and roads upstream of that section. It is generally accepted that the benefit and direct outlet

portion of a downstream section is comparatively low since most of the capacity of the Drain is being provided as outlet for the upstream lands. Conversely then, the benefit and direct outlet portion of an upstream section is normally high since most of the capacity there is being provided for the land upon which the Drain is being constructed. Normally; therefore, for a downstream section of the Drain, the portion of the cost assessed as benefit and direct outlet is low, and the portion assessed as outlet is high while, for an upstream section of the Drain, the portion of the cost assessed as benefit and direct outlet is high, and the portion assessed as outlet is low. Taken to the extreme, that is to the last upstream property in the drainage area, all of the cost of any work done on that property would be assessed to it as benefit and direct outlet, since there are no other lands upstream thereof that can be assessed for outlet.

h) **Actual Assessment Calculations for a Typical Section of the Drain** – The process used for the calculation of the assessments for each section of the Drain is generally the same. A brief description of this process follows. Reference to a typical “Sectional Assessment Worksheet” should assist the reader with this description by matching the numbers in the square brackets (i.e. [#]).

- [1] **Cost/Eq. Ha. from D/S** – This figure is the cumulative outlet assessment per equivalent hectare that is brought forward from the previous section (where applicable).
- [2] **Total Section Cost** – This is the total sectional cost, as previously explained.
- [3] **Specific Costs** – These are costs for specific items that are considered to apply only to a particular property or road and not to all the lands within the drainage area. These costs can be Section 24 Assessments, Section 26 Assessments or “specific” benefit assessments. The total of all specific costs is calculated and deducted from the Total Section Cost to leave the “Remainder to Assess”. These specific assessments are then posted to the particular property or road in the Summary Table.
- [4] **Normal Outlet** – At this point in the process, the engineer uses professional judgment and experience to establish the percentage of this “Remainder to Assess” that should be assessed as Normal Outlet to the lands and roads upstream of this section. The balance will then be the amount to be assessed as Normal Benefit and Direct Outlet to the lands and roads in this section.
- [5] **Equivalent Area Drained** – This is the equivalent area that is upstream of the subject section of the Drain. The portion of the cost that has been determined to be assessed as outlet for this section is then divided by this equivalent area. This results in the amount per equivalent hectare that is to be assessed as outlet to those upstream lands and roads for this section. This amount is then transferred to the “Cumulative Cost/Eq. Ha. carried U/S” item at the bottom of the worksheet.

- [6] **Remaining for Normal Benefit and Direct Outlet** – This figure is the amount remaining to be assessed after subtracting the outlet assessment amount.
 - [7] **Direct Outlet** – At this stage, the engineer uses professional judgment and experience to establish the length of this section of the Drain that is used by each parcel of land within the section. The calculation, as shown on the worksheet, is then made to determine the “Direct Outlet” assessment for each of these parcels. These “Direct Outlet” assessments are then transferred to the Summary Table. The “Total of Direct Outlet” amount is then subtracted from the previous sub-total to provide the amount “Remaining for Normal Benefit”.
 - [8] **Remaining for Normal Benefit** – This figure is the Normal Benefit assessment levied against the lands within this section. It is then transferred to the appropriate location in the Summary Table.
 - [9] **Summary Table - In Section** – This is the listing of the parcels of land within this section of the Drain. The assessments determined for each of these parcels are posted in this Table.
 - [10] **Summary Table - U/S of Section** – This is where the properties that use only this section of the Drain, and outlet through those downstream, are listed and the outlet assessments applicable to each are posted. These assessments are calculated by multiplying the equivalent area of each property listed by the Cumulative Cost/Eq. Ha. carried U/S.
 - [11] **Sub-Total** – This is the total of the assessments levied within this section of the Drain.
 - [12] **Cumulative Total** – This is the total of all the assessments levied to this point on the Drain.
- i) **Initial Reconciliation of Total Assessments** – When all sectional assessments have been completed, they are reconciled, and the totals established per property.
 - j) **Final Fairness Test** – The engineer then reviews the reconciled totals from above, comparing each one with all of the others, to ensure that, in his/her opinion, each property has been dealt with fairly as compared with every other property. If any unfairness appears, this is adjusted out until the engineer is satisfied that all assessments are fair and in balance, having in mind the actual conditions in the field.
- Schedule of Assessments** – When the engineer is satisfied with the final assessments, the Schedule of Assessments is prepared. The Schedule of Assessments for Main Drain Open, Main Drain Closed, Branch A, Branch B and the entire drain are provided in Appendix B.

7.7 Appendix E – Standard Drain Specifications

The Standard Drain Specifications have been provided in Appendix E and govern the work described herein.

7.8 Appendix F – Special Provisions

Special Provisions are specific directions for this project. The Special Provisions detail requirements not encompassed by Appendix E – Standard Drain Specifications. Special Provisions shall take precedence over Standard Drain Specifications where a conflict between the two documents may exist.

7.9 Appendix G – Agency Correspondence

Project recommendations and requirements from the MVCA, MECP, and DFO are listed in this Appendix.

7.10 Appendix H – Manufacturer Product Specifications

Specifications for the different products used in the construction of the wetlands are included in this appendix.

7.11 Appendix I – Drawings

Eleven (11) drawings are included with this report, consisting of a plan, profiles and details pertinent to the construction and maintenance of the proposed drain.

8.0 Maintenance and Future Considerations

8.1 General

While the Township will be responsible for the maintenance of the (Murray) Scott Drain & Stream Rehabilitation Project after construction is complete, the sections with the Act dealing with obstruction of, damage, and injury to a Municipal Drain, namely Sections 80 and 82, are brought to the attention of the property owners. Under these sections, both the property owners and the Township have responsibilities to ensure that the Drain is properly maintained and kept in good working condition.

Proper maintenance of the existing and proposed works described herein will be necessary to ensure that all parts continue to function properly. The maintenance and integrity of open drains are especially important since these conduits often provide an outlet for either the closed portions of a municipal drain or private drainage systems.

This maintenance should include regular inspections and subsequent necessary work along the entire length of the Drain and should ensure that all open drains, sediment traps, permanent sediment control measures, closed drains, outlet pipes/structures, rodent grates, trash racks, stilling basins, precast concrete structures and associated grates, berms and storage areas, spillways, surface water inlets, control gates, french drains, wetlands, and municipal drain tile remain unobstructed by trash, debris or sediment and are cleaned on a regular basis. As well, any areas of washout, settlement or erosion should be attended to immediately.

Landowners involved with this Drain should make regular inspections of the portion(s) on their property and immediately report any problems to the Township so that the Drainage Superintendent and/or Commissioner can take proper action in implement appropriate remediation to ensure drain continues to function properly and as intended. It will also be necessary to maintain any permanent sediment control measures that form part of the drainage works. Further, regular inspections will be required by the Drainage Superintendent and/or Commissioner.

8.2 Future Maintenance

8.2.1 Maintenance Methods

Where possible, maintenance shall be completed using non-intrusive methods; i.e. “hand work” as the (Murray) Scott Drain & Stream Rehabilitation Project is a sensitive aquatic environment. Only hand work shall be allowed downstream of Sta. 0+103.

If hand work is not feasible, construction of portions of the drain may be performed with a machine. Any tree clearing required for access to complete this work shall be limited to the working spaces specified in Appendix F. Disturbance of trees and plantings, especially those on the south and west side of the drain shall be minimized.

It shall be to the discretion of the Drainage Superintendent to determine when machine work is necessary for drain maintenance as opposed to hand work.

8.2.2 Environmental Features

The environmental features that form part of the (Murray) Scott Drain & Stream Rehabilitation Project and which are to be maintained by the Township shall be those as described in Section 6.2 of this report. The details and dimensions of all SWIs, control boxes, culverts, surface water pipes, french drains, rip-rap and spillways, wetlands, berms, etc. shall be as specified in this report. These environmental components shall not be increased or decreased in size, shall not be removed or added to, and shall remain as described in Section 6.2. Any improvement to or any removal of the environmental features or components in this report would (if even possible) presumably be under the auspices of Section 78 of the Drainage Act and would necessitate the completion and filing of a new engineer’s Report.

The Township Drainage Superintendent shall also refer to Section 6.2 for the various components that are not part of the drain and therefore not subject to maintenance.

8.2.3 Open Drain Maintenance

Any areas of washout, settlement, erosion, or other disrepair within the proposed drain shall be maintained as needed by the Drainage Superintendent. The rip-rap erosion protection, stilling basin, etc. shall be inspected on a periodic basis by the

Drainage Superintendent and cleaned out as required to maintain the efficiency of the structures and to prevent sedimentation or erosion of the drain.

8.2.4 Closed Drain Maintenance

Catchbasin inlets and surface water inlets should be inspected by the Drainage Superintendent on a regular basis, prior to heavy rainfall events and spring snowmelt to ensure that ice or snow or other material have not obstructed the inlets. Property owners should assist with the maintenance activity by making regular inspections of the drain and inlet structures, clearing debris from the inlet structures in a timely manner and reporting any problems to the Township of North Huron, so that the Drainage Superintendent can take proper action. Note that following the adoption of this report as per Section 0 of this report the closed drain will no longer be Maintained by the Township upstream of Sta. T 0+683 following the adoption of this report.

8.2.4.1 Maintenance Commissioner

Section 95 of the Act states:

“For the better maintenance and repair of drainage works by embanking, pumping or other mechanical operations, the council of the municipality initiating the drainage works may by by-law,

(a) appoint one or more commissioners with power to,

(i) enter into all necessary and proper contracts for the purchase of fuel, erection or repairs of buildings and purchase and repairs of machinery, and

(ii) do all other things necessary for successfully operating the drainage works and for keeping the embankment thereof in repair as may be set forth in the by-law appointing the commissioner or commissioners; and

(b) provide for defraying the annual cost of maintaining and operating the drainage works by assessment upon the lands and roads in any way liable to assessment therefor. R.S.O. 1990, c. D.17, s.95.”

The adjustment of the Agri Drain control structures that service the wetlands and that form part of the (Murray) Scott Drain & Stream Rehabilitation Project may be required multiple times each year. As such, it is recommended the Township consider the appointment of a Commissioner by the Council to monitor the control structures on an as needed basis. Typically, the control structures are set to allow more flow during higher flow periods in the year (i.e. spring) and allow less flow during the lower flow periods in the year (i.e. summer). This is in an effort to maximize the effectiveness of the wetlands from both a water quality and quantity perspective.

The control structures are recommended to be adjusted as follows:

Control Box	Timing	Control Box Setting	Comment
Wetland A Control Box	Late Fall	Open	To drain wetlands and allow for storage in wetland areas during winter and for spring thaw
	After Spring Thaw	Closed	To encourage ponding in wetland areas A, B and C and help maintain constant baseflow in the Scott Drain in dryer months
Wetland E Control Box	Late Fall	Open	To drain wetlands and allow for storage in wetland areas during winter and for spring thaw
	After Spring Thaw	Closed	To encourage ponding in wetland areas and help maintain constant baseflow in the Scott Drain in dryer months
Control Box for Systematic Tiling on Robinson Property	All Year	Open	Robinson property Roll No. (7-016-50) to have control of the box. Can consider closing box in summer months to hold water and nutrients in soil during dry conditions

It is recommended that the Township “consider” the appointment of one or more commissioners in accordance with this section of the Drainage Act to tend to the maintenance requirements as described above.

All work completed by any appointed maintenance commissioner shall be communicated to the Drainage Superintendent and approved prior to it being completed.

8.3 Maintenance Costs

The (Murray) Scott Drain & Stream Rehabilitation Project shall be maintained by the Township of North Huron at the expense of the upstream lands and roads as indicated in the appropriate Schedule contained in Appendix D of this report, and as determined by the Drainage Superintendent in accordance with Section 74 of the Drainage Act.

Costs shall be distributed among the upstream property owners using Appendix D2 – Maintenance Assessment Schedule and in the same relative portions until such a time as they are varied in accordance with the Drainage Act.

The Township of North Huron shall be entirely responsible for the maintenance of the drain located within the Nature Centre Road ROW.

8.4 Future Connections

Connections by the property owners or their Contractor not approved by the Township of North Huron or its Drainage Superintendent may be removed at the expense of the Owner responsible for the connection.

After construction, new private tile drains may be installed and outlet directly into the open drain, provided that each one is installed with a corrugated steel or dual-wall HDPE outlet pipe complete with a rodent grate, sufficient rip-rap erosion protection, and identified along the ditch bank of the drain with a proper outlet marker or sign to the satisfaction of the Drainage Superintendent.

Any outlets not installed as described above and causing damage or erosion to the drain may be upgraded as described above or removed at the expense of the Owner responsible for the connection.

All future connections to the closed drain must be made at the plugged inlet provided in any precast concrete structure or with an approved core drilled hole into the tile or with approved fittings and materials to the satisfaction of the Drainage Superintendent.

Appendix A

Allowances – Sections 29, 30 & 31

APPENDIX A - ALLOWANCES

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : March 19, 2021

TOWNSHIP: North Huron
PROJECT #: 300040864

Conc.	Lot	Owner	Roll No.	Right of Way (Sect.29)	Damages (Sect. 30)	Existing Drain (Sect.31)	Totals
6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)	\$ 200	\$ -	\$ -	\$ 200
6	Pt. 34	E. & M. Hussey	(6-021)	\$ 490	\$ -	\$ -	\$ 490
7	35 & Pt. 34	M. Pletch	(7-016)	\$ 9,830	\$ -	\$ 11,500	\$ 21,330
7	W ½ 36	W. & S. Robinson	(7-016-50)	\$ 4,610	\$ 30	\$ -	\$ 4,640
7	E ½ 36	K. & K. Smith	(7-017)	\$ -	\$ 340	\$ -	\$ 340
TOTAL ALLOWANCES				\$ 15,130	\$ 370	\$ 11,500	\$ 27,000



Appendix B

Project Cost Estimate

Appendix B - Project Cost Estimate

The estimate of the cost of all labour, equipment and material required to construct this project is as follows:

Note **SP** refers to the **Special Provisions** (in Appendix F) to reference for additional details of work.

Item	Description	Approx. Quantity	Cost Estimate
<u>A. (Murray) Scott Drain & Stream Rehabilitation Project 2020</u>			
A1	Mobilization (SP 0)	LS	\$ 3,000
<u>Work on Private Property (Open Work)</u>			
A2	Construct rock check dam (OPSD 219.211). (SP 1) (Sta. 0+109)	LS	\$ 2,000
A3	Supply and install cofferdam(s) to isolate working area c/w pumping to maintain flows in the downstream watercourse throughout construction. (SP 2) (Sta. 0+109 to Sta. 0+214)	LS	\$ 5,000
A4	Removal of existing willow tree (SP 3) (Sta. 0+109)	LS	\$ 1,500
A5	Excavation of low flow meandering channel in the existing channel bottom. (SP 4) (Sta. 0+109 to Sta. 0+149)	LS	\$ 1,200
A6	Clearing trees as required (maximum 6 m width) to access channel with machinery for approx. 40 m length. (SP 5) (Sta. 0+109 to Sta. 0+149)	LS	\$ 1,000
A7	Vegetated stone revetment on approximately 85 m ² of channel bank. (SP 6) (Sta. 0+109 to Sta. 0+175)	LS	\$ 13,450
A8	Excavation of refuge pool (5m long x 0.5 m deep) c/w riverstone in the pool base. (SP 7) (Sta. 0+124 to Sta. 0+129)	LS	\$ 1,000
A9	Excavation of refuge pool (5m long x 0.5 m deep) c/w riverstone in the pool base. (SP 7) (Sta. 0+144 to Sta. 0+109)	LS	\$ 1,000

A10	Drain realignment including construction of culvert outlet pool, excavating new channel alignment, installation of vegetated stone revetment and large woody debris, and filling existing channel alignment. (SP 8) (Sta. 0+175 to Sta. 0+192)	LS	\$ 11,750
A11	Grading and topsoil restoration on disturbed lawn area (seeding to be completed by landscaping contractor retained by the Township). (SP 9) (Sta. 0+140 to Sta. 0+192)	LS	\$ 1,000
A12	Installation of approximately 170 red osier dogwood live stakes. (SP 10) (Sta. 0+109 to Sta. 0+192)	LS	\$ 4,300
A13	Excavation of refuge pool (5m long x 0.5 m deep) c/w riverstone in the pool base. (SP 7) (Sta. 0+210 to Sta. 0+215)	LS	\$ 1,000

Work on Private Property (Closed Work)

A14	Supply and install one (1) 150 mm dia. SWI c/w connection to existing Municipal Drain. (SP 11) (Sta. T0+683)	LS	\$ 2,000
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Total Estimated Cost of Construction (Private Property) \$ 46,200

Work on Public Property (Open Work)

A15	Supply & install approx. 18 m of 1200 mm dia. polymer laminated CSP (2.0mm thickness, 68 mm x 13 mm corrugations) by the open cut method c/w backfill to the existing surface. (SP 12) (Sta. 0+192 to Sta. 0+210)	LS	\$ 20,200
A16	Supply & install approx. 30 m ² of 150 mm to 300 mm (OPSS R50) dia. quarry stone rip-rap with a min. 450 mm thickness at the culvert inlet and outlet (15 m ² on each end). (SP 13) (Sta. 0+192 & Sta. 0+210)	LS	\$ 1,700

Total Estimated Cost of Construction (Public Property) \$ 21,900

B CONTINGENCIES

B1	Supply and install a 450 mm thickness of OPSS R50 quarry stone riprap with geotextile underlay. (SP 14)	50 m ²	\$ 2,800
B2	19 mm (3/4") clear crushed stone delivered on-site. (SP 15)	45 t	\$ 1,100
B3	OPSS Granular 'B' material delivered on-site. (SP 16)	45 t	\$ 900

B4	Vegetated Stone revetment, live staking, and placement of large woody debris. (SP 17)	25 m ²	<u>\$ 2,500</u>
Total Estimated Cost of Construction - Contingencies			\$ 7,300
<u>Total Estimated Cost of Construction</u>			<u>\$ 78,400</u>

SUMMARY OF COSTS

Total Estimated Cost of Construction			\$ 78,400
Including On-site Aquatic Ecologist Inspection Time (3 days)			
Allowances to Owners (Sections 29, 30, & 31)			\$ 27,000
Preparation of Report			\$ 48,000
On-site meeting, field survey, drawing set and system design, report preparation, determining allowances, construction and maintenance assessment schedules			
Meetings and Procedure			\$ 2,000
Preparation of report copies for distribution, preparation and attendance at the consideration of the report			
Resubmission of Engineer's Report			\$ 3,500
Follow up with stakeholders after initial Consideration meeting; make revisions to report, assessment schedules, drawings, etc.; prepare for and attend second Consideration Meeting			
Tendering			\$ 3,500
Preparation and distribution of tender and preparation of letter of recommendation for Council			
Contract Administration			\$ 8,000
Site reviews during construction (10 days for construction), payment certificates and related appurtenances (progress payment, substantial performance, statutory holdback, and maintenance holdback certificates included), Section 26 inspection (\$2,000)			
Total Estimated Engineering			\$ 65,000
Administration, Financing, and Other Costs			\$ 20,600
MVCA review fee, landscaping contractor, printing, mileage, net HST (construction and engineering), and interest charges			
<u>Total Estimated Cost</u>			<u>\$ 191,000</u>

Note:

The above summary contains cost estimates only. It is emphasized that these estimates do NOT include costs to defend the Drainage Report and procedures if appeals are filed with the Court of Revision, Ontario Drainage Tribunal and/or the Ontario Drainage Referee. Unless otherwise directed, additional costs to defend the report are typically distributed in a pro rata fashion over the assessments contained in the Construction Assessment Schedule, excluding any Special Assessments.

Also, in addition to the work included in the above estimate, should repairs, replacements, underpinning or other alterations be required for existing bridges, culverts, overflow culverts or any other structure necessary to conduct overflow water, or water in open channels under or across a road allowance, as affected by this drainage work, the work and cost thereof, including any necessary expenses incidental thereto, and if not determined otherwise, shall be the responsibility of and shall be assessed against the authority having control of such road or road allowance.



BURNSIDE

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Appendix C

Special Assessment – Section 26

Appendix C

Appendix C — Special Assessments (Section 26)

Pursuant to Section 26 of the Drainage Act the following Special Assessments are made:

1. Nature Centre Road (Township of North Huron) (Sta. 0+192 to 0+210)

The Special Assessment for this portion of the work is the increased cost to the proposed drain due to the presence and operation of the road and is calculated as follows:

Construction Costs	-	Equivalent Drain	+	Engineering/ Administration	=	Special Assessment
Consisting of Items: Item A3 - 50% of cofferdam and pumping costs Item A15 - 18 m of 1200 mm dia. polymer laminated CSP installed by the open cut method. Item A16 - Rip-rap at inlet and outlet of culvert		Consisting of: 18 m of channel deepening		Consisting of: Construction layout and inspection.		
\$ 24,400	-	\$ 500	+	\$ 2,000	=	\$ 25,900

Whether or not the Township of North Huron elects to do work on their property (Nature Centre Road), they shall be assessed the actual cost of the work incurred (estimated as \$ 24,400), minus the actual cost of an equivalent drain (estimated as \$ 500), plus engineering/administration (estimated as \$ 2,000) as a Special Assessment.



Appendix D

Schedules of Assessment and Supporting Calculations

Assessment – For Construction	D1
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**Ontario**Ministry of Agriculture,
Food and Rural Affairs**AGRICULTURAL
ENGINEERING**

UNDERSTANDING DRAINAGE ASSESSMENTS

Agriculture and Rural Division
(Reprinted March 1997)

The *Drainage Act* provides a legal procedure by which an "area requiring drainage" may have an outlet drain constructed to dispose of excess water.

The drainage work is initiated by interested individuals within an "area requiring drainage" who will benefit from the construction of the drain. A petition form, obtained from the municipal clerk, is signed by interested landowners. In order to be valid or sufficient, the petition must be signed by the majority of the owners in the "area requiring drainage" or by owners that represent at least 60% of the lands in this area. The "area requiring drainage" is usually described by lot and concession, or other legal land description. By taking this action, it is presumed that the owners signing the petition have made a decision that the drain will be of benefit to them and that the probable cost will be lower than the anticipated benefits. The initial benefit-cost decision is made at this point by the landowners, not the engineer or Council.

The petition is presented to and considered by Council. If the petition represents a proper "area requiring drainage", that is a real drainage basin, and appears to be valid, the Council may decide to proceed. Council then notifies each of the petitioners of this decision as well as any other municipality affected and the local Conservation Authority and the Ministry of Natural Resources.

Council then appoints an engineer. The engineer is an employee of Council, hired to design this specific drain. Under *The Drainage Act*, Section 9(2), the engineer is required to hold an on-site meeting to determine (1) the area requiring drainage, (2) if the petition is valid, (3) the drainage needs of the area. The engineer is then required "to make an examination of the area requiring drainage as described in the petition and to prepare a report which shall include:

- (a) plans, profiles and specifications of the drainage works;
- (b) a description of the area requiring drainage;
- (c) an estimate of the total cost thereof;
- (d) an assessment of the amount or proportion of the cost of the works to be assessed against every parcel of land and road for benefit, outlet liability and injuring liability;

- (e) allowances, if any, to be paid to the owners of land affected by the drainage works and
- (f) such other matters as are provided for under this Act."

The engineer's report is presented to Council, who then notifies all persons assessed and calls a special meeting where the report is considered. General objections to the report may be raised at this time. At this meeting signatures may be added or removed from the petition and this determines if the project will continue. Unresolved problems, depending on the subject, may be appealed to the Court of Revision, the Ontario Drainage Tribunal or the Drainage Referee. Details on appeal procedures may be found in *The Drainage Act** or in Ontario Ministry of Agriculture, Food and Rural Affairs Factsheet, Drainage Legislation.

The engineer's report includes two important items:

1. The estimated cost of the work — No matter how individual assessments are arrived at, this total estimated cost must always be equal to the total amount assessed, otherwise the work cannot proceed.
2. The assessment liability — This may be spread over several pages if an owner owns several parcels of land and if there are branch drains. It may be summarized.

Let us examine the obligations regarding this assessment.

RESPONSIBILITIES UNDER COMMON LAW

A natural watercourse is defined generally as a stream of water which flows along a defined channel, with bed and banks, for a sufficient time to give it substantial existence. This may include streams that dry up periodically.

**The Drainage Act may be found in the Revised Statutes of Ontario 1980, Chapter 126, available in most public libraries. Individual copies may be purchased from the Ontario Government Bookstore, 1-800-668-9938.*

A riparian landowner (owner of lands that abut upon a natural watercourse) has the right to drain his or her lands into the natural stream, but may not bring water in from another watershed. He or she can collect water in ditches and drains and discharge it into the watercourse even though it results in an increase in volume and rate of flow.

Where a natural watercourse becomes a part of a drain, it is no longer a natural watercourse. When this occurs, the riparian rights, as described earlier, are lost.

Surface water not flowing in a natural watercourse (i.e. not having discernible bed and banks) has no right of drainage. An owner of lower land may, at his or her own choice, either allow the water from higher land to flow over it or by dams or banks, keep such water off his or her property. No owner has the right to collect such surface water by ditches or drains and discharge it on lands of another. He or she has a responsibility to take this water to a sufficient outlet, i.e., a natural watercourse or a drain constructed under *The Drainage Act*.

Since there is no right to drain surface water, the owner of each parcel of land in the watershed is generally assessed for "outlet liability". In other words, his or her Common Law liability is removed by paying for the increased size or cost of the drain due to the volume of water which is discharged from his or her property, even though the drain may not provide a direct outlet for this water. The authority for this liability is set out in Section 23(1).

Since, through Common Law, a landowner is also liable for any damage he or she may cause from water which he or she collects in drains and discharges on other land without a sufficient outlet, he or she may be assessed for relief from such "injuring liability" if the new drain serves as an outlet for his or her drains and prevents this injury from occurring. The authority for this liability is set out in Section 23(2).

Injuring liability is frequently difficult to distinguish from outlet liability, consequently many engineers' reports do not contain such an item.

The assessment for outlet liability and injuring liability is based on the volume and rate of flow of the water artificially caused to flow from an owner's property. Generally, the assessment is based upon a unit value per hectare. Owners at higher elevations on a watershed may have a higher unit charge than those owners near the outlet since the water from their land makes use of a greater length of drain. A difference may be made in the unit outlet charge due to varying types of soil or land use, or the distance to the drain.

RESPONSIBILITY UNDER THE DRAINAGE ACT

In addition to the Common Law responsibility, an owner may also be assessed for benefit.

Benefit will vary between different lands, according to their differences of elevation, quantity of water to be drained from each, distance of undrained land from the course of the proposed ditch, and the presence or absence of existing drains, and other like factors.

To consider whether a parcel of land will receive any benefit from the construction, it is proper to consider whether any enhanced financial value will accrue to it as a result of the drain construction. This may occur through the increased productive power of the land or by rendering it more salable and at a better price, or by preventing water from entering on to it.

If the proposed drainage works can be of no possible benefit to the owner, or is of no commercial or agricultural value, the Act does not authorize a contribution for benefit.

Sometimes, an owner has an undeveloped area that he or she intends to leave in this condition. The owner may feel that he or she should not be assessed since the drain will be of no benefit. However, the property could change hands and the new owner might want to drain and develop it. It is with this in mind that the engineer must make an assessment, regardless of the present owner's intentions.

It is the duty of the engineer to determine whether or not a parcel of land will benefit from the project. When appealing a benefit assessment, the landowner must prove that the land does not benefit from the drain.

An owner has no responsibility for work done upstream from his or her property unless the work provides a benefit by "cutting off" a harmful flow of water across the property.

In some instances, a "special benefit assessment" may be levied against the property. This value usually represents the difference in cost between that which was originally designed and the increased level of design requested by a landowner. Examples include a closed or tile drain where open ditches would ordinarily suffice, or the construction of ponds beside the drain, or other special requests by a landowner specifically for this benefit. The authority for this liability is set out in Section 24.

ENGINEER'S REPORT

The Engineer's report should contain a plan and profile of the drain, as well as details on the drain design and the assessment schedule.

The plan shows the location of drains and the limits of the watershed. The profile shows ground elevations along the drain and the present and proposed drain bottom. The specifications give details on how the drain is to be constructed.

The Schedule of Assessment contains several columns. The first group contains the names of owners with a description of each parcel of land assessed.

The hectarage shown in the schedule for which an owner is assessed is only approximate. No survey is made to accurately establish the watershed boundary or farm areas. Any minor error in hectarage assessed is not a valid basis for appeal nor does it greatly affect the assessment. The other columns in the Schedule set forth the assessment liability for each drain and/or branch drain. These values are only estimates. The final value will not be known until the construction work is finished. The assessment will then be prorated to recover the actual cost.

Allowances to lands injured by the work are set out in a separate schedule by the engineer as authorized in Sections 29 to 33 of *The Drainage Act*.

Damage to crops during construction and disposal of waste material will vary depending on the time of year that the work is constructed. Crop damage due to spreading the spoil on the banks is based on a decreasing yearly loss of crop over several years. All or part of the cost of access bridges from a public road to the property may be assessed to the property owner.

Farm bridges are constructed as a part of the work. In certain circumstances a severance allowance may be paid instead of building the bridge. The allowance will depend upon the value of the land severed, or the cost of the bridge that would be required. The cost, or part of the cost of farm bridges or the severance allowance may be assessed across the property.

Where private drains are incorporated into the new drain, a nominal allowance may be paid based on any saving that may result from using the private drain. These allowances may not be included in the Summary of Assessments but are usually shown in a separate Schedule of Allowances.

RELEVANT OMAFRA FACTSHEETS

Drainage Legislation.

This Factsheet was authored by **Sid Vander Veen, P.Eng.**, Resources Management Branch.

POD
ISSN 1198-712X
Également disponible en français
(commande n° 92-065)





**APPENDIX D1 - ASSESSMENTS for CONSTRUCTION
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT**

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : March 19, 2021

TOWNSHIP: North Huron
PROJECT #: 300040864

Conc. or Plan	Lot or Part	Owner	Roll No.	Affected Area (Ha.)	Benefit Assess't (Sect.22)	Outlet Assess't (Sect.23)	Special Assess't (Sect.26)	Totals
Agricultural Lands								
6	Pt. 34 & Pt. 35	* J. & K. Stutzman	(6-017)	0.00	\$ -	\$ -	\$ -	\$ -
6	Pt. 34	* E. & M. Hussey	(6-021)	0.51	\$ 1,750	\$ -	\$ -	\$ 1,750
7	Pt. 34	* L. Stobo	(7-014-30)	0.51	\$ -	\$ 520	\$ -	\$ 520
7	Pt. 34	L. Schilder	(7-014-02)	3.00	\$ -	\$ 1,800	\$ -	\$ 1,800
7	35 & Pt. 34	M. Pletch	(7-016)	62.26	\$ 9,620	\$ 32,710	\$ -	\$ 42,330
7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	\$ 1,190	\$ 19,300	\$ -	\$ 20,490
7	E ½ 36	K. & K. Smith	(7-017)	25.17	\$ -	\$ 15,520	\$ -	\$ 15,520
7	W ½ 37	* C. & C. Bennett	(7-019)	1.89	\$ -	\$ 740	\$ -	\$ 740
8	35	A. Campbell	(8-018)	12.88	\$ -	\$ 7,890	\$ -	\$ 7,890
8	W ½ 36	D. Walker	(8-019)	20.37	\$ -	\$ 16,510	\$ -	\$ 16,510
8	E ½ 36	D. Walker	(8-020)	34.21	\$ -	\$ 21,700	\$ -	\$ 21,700
8	W ½ 37	M. & E. Vincent	(8-021)	23.23	\$ -	\$ 14,340	\$ -	\$ 14,340
8	E ½ 37	M. & E. Vincent	(8-022)	10.75	\$ -	\$ 6,280	\$ -	\$ 6,280
TOTAL ON LANDS				224.60	\$ 12,560	\$ 137,310	\$ -	\$ 149,870
Roads								
Nature Centre Road		* Township of North Huron		0.33	\$ 6,580	\$ 440	\$ 25,900	\$ 32,920
Scott Line		* Township of North Huron		3.44	\$ -	\$ 8,210	\$ -	\$ 8,210
TOTAL ON ROADS				3.77	\$ 6,580	\$ 8,650	\$ 25,900	\$ 41,130
ALL LANDS AND ROADS				228.37	\$ 19,140	\$ 145,960	\$ 25,900	\$ 191,000

- Notes:**
- (1) It is presumed that all private lands are Agricultural, within the meaning of the Drainage Act except properties denoted with *
 - (2) It is the responsibility of the landowner to confirm whether their property is eligible for an OMAFRA grant, under ADIP policies as eligibility has not been confirmed as part of the preparation of this report.



**APPENDIX D2 - ASSESSMENTS for MAINTENANCE
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT**

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : March 19, 2021

TOWNSHIP: North Huron
PROJECT #: 300040864

Conc. or Plan	Lot or Part	Owner	Roll No.	Affected Area (Ha.)	Equivalent Area (Ha.)	Totals
Agricultural Lands						
6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)	0.88	0.44	0.23%
6	Pt. 34	E. & M. Hussey	(6-021)	0.51	1.02	0.53%
7	Pt. 34	L. Stobo	(7-014-30)	0.51	1.02	0.53%
7	Pt. 34	L. Schilder	(7-014-02)	3.00	3.00	1.55%
7	35 & Pt. 34	M. Pletch	(7-016)	62.26	48.99	25.27%
7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	24.59	12.68%
7	E ½ 36	K. & K. Smith	(7-017)	25.17	19.65	10.13%
7	W ½ 37	C. & C. Bennett	(7-019)	1.89	0.95	0.49%
8	35	A. Campbell	(8-018)	12.88	10.90	5.62%
8	W ½ 36	D. Walker	(8-019)	20.37	20.37	10.51%
8	E ½ 36	D. Walker	(8-020)	34.21	26.60	13.72%
8	W ½ 37	M. & E. Vincent	(8-021)	23.23	17.34	8.95%
8	E ½ 37	M. & E. Vincent	(8-022)	10.75	7.70	3.97%
TOTAL ON LANDS				225.48	182.56	94.17%
Roads						
Nature Centre Road		* Township of North Huron		0.33	0.99	0.51%
Scott Line		* Township of North Huron		3.44	10.32	5.32%
TOTAL ON ROADS				3.77	11.31	5.83%
ALL LANDS AND ROADS				229.25	193.87	100.00%

Notes: (1) It is presumed that all private lands are Agricultural, within the meaning of the Drainage Act except properties denoted with *

APPENDIX D3 - SECTION 29 - ALLOWANCE CALCULATIONS - Right-of-Way

PROJEC (Murray) Scott Drain & Stream Rehabilitation Project
 DATE : Mar-21

TOWNSHIP: North Huron
 PROJECT #: 300040864

\$ / hectare 30,888 \$ / acre 12,500

Section	Conc.	Lot	Owner	Desc'n	Station (m)	Station (m)	Length (m)	Width (m)	Allowance Factor	Allowance (\$)	Section Sub-Total
Scott Drain											
M0	6	Pt. 34 & Pt. 35	J. & K. Stutzman	Open Drain (part of amended 1946 report)	0	103	103	5	0.00	-	
				Working Space - Woodlot/Wetland	0	103	103	6	0.10	200	
6	Pt. 34	E. & M. Hussey	Open Drain (part of amended 1946 report)	103	191	88	5	0.00	-		
			Working Space - Residential	103	191	88	6	0.30	490		
			Access Route to property						-		
											690
M1	Nature Centre Road		Township of North Huron	Culvert Crossing	191	211	20	10	0.00	-	-
M2	7	35 & Pt. 34	M. Pletch	Open Drain (part of amended 1946 report)	211	429	218	5	0.00	-	
				Open Drain (not pt.of 1946 report)	429	732	303	5	0.00	-	
				Open Drain (part of amended 1946 report)	732	794	62	5	0.00	-	
				Open Drain (part of amended 1946 report)	806	1041	235	5	0.00	-	
				Culvert Crossing	794	806	12	10	0.15	60	
				Working Space - Agricultural	211	390	179	6	0.20	660	
				Working Space - Woodlot/Wetland	390	794	404	6	0.10	750	
				Working Space - Woodlot/Wetland	806	1041	235	6	0.10	440	
				Working space around Wetland A		N/A	250	6	0.10	460	
				Working space around Wetland B		N/A	320	6	0.10	590	
				Working space around Wetland C		N/A	200	6	0.10	370	
				Working Space around Wetland D		N/A	150	6	0.10	280	
				Working Space around Wetland E		N/A	165	6	0.10	310	
				Working Space around Wetland F		N/A	100	6	0.10	190	
				Working Space for Small Berm (includes width of berm plus 6m from both bottom of bank)		N/A	40	16	0.10	200	
Working Space for diversion berm (incl. width of berm plus 6m from both bottom of bank)		N/A	600	20	0.10	3,710					
											200
Closed Drain - Wetland/Woodlot					T 0+000	T 0+065	65	10	0.15	300	
Closed Drain - Agricultural					T 0+065	T 0+165	100	10	0.30	930	
Closed Drain - Wetland/Woodlot					T 0+165	T 0+248	83	10	0.15	380	
											9,830
M3	7	W ½ 36	W. & S. Robinson	Closed Drain - Agricultural	T 0+248	T 0+275	27	10	0.30	250	
					T 0+275	T 0+400	125	15	0.30	1,740	
					T 0+400	T 0+683	283	10	0.30	2,620	
											4,610
											TOTAL \$ 15,130

Factors	
Existing Open Drain	0.00
Road ROW	0.00
Working Space - Wetland/Woodlot	0.10
Working Space - Ag Land	0.20
Working space - Residential	0.30
Tile Drain - Ag Land	0.30
Tile Drain - Wetland/Woodlot	0.15

APPENDIX D3 - SECTION 30 - ALLOWANCE CALCULATIONS - Damages

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
 DATE: Mar-21

TOWNSHIP: North Huron
 PROJECT #: 300040864

\$ / acre 800.00

\$ / hectare 1976.84

Section	Conc.	Lot	Owner	Description	Station (m)	Station (m)	Length (m)	Width (m)	Factor	Allow (\$)	Section Sub-Total
<u>Scott Drain</u>											
M0	6	Pt. 34 & Pt. 35	J. & K. Stutzman		0	103	103	N/A	0.00	-	
	6	Pt. 34	E. & M. Hussey		103	191	88	N/A	0.00	-	-
M1		Nature Centre Road	Township of North Huron		191	211	20	N/A	0.00	-	-
M2	7	35 & Pt. 34	M. Pletch		211	1041	830	N/A	0.00	-	
					T 0+000	T 0+248	248	N/A	0.00	-	-
M3	7	W ½ 36	W. & S. Robinson	Tile Align	T 0+248	683	435	N/A	0.00	-	
	7	E ½ 36	K. & K. Smith	Access Route Damage for CB			310	5	1.00	310	370
										TOTAL \$	370

Damage Factors:

Cultivated ag land
 Bush
 Access
 Berms

Working Space
 Working Space

Use Factor

1.00
 0.00
 1.00
 1.00

APPENDIX D3 - SECTION 31 - ALLOWANCE CALCULATIONS - Existing Drain

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
 DATE : Mar-21

TOWNSHIP: North Huron
 PROJECT #: 300040864

Section	Conc.	Lot	Owner	Desc'n	Area Occupied (ha)	Allow (\$)	Section Sub-Total
<u>Scott Drain</u>							
M0	6	Pt. 34	E. & M. Hussey	N/A	N/A	-	-
M1		Nature Centre Road	Township of North Huron	N/A	N/A	-	-
M2	7	35 & Pt. 34	M. Pletch	Wetland A	0.29	1,450	
				Wetland B	0.41	2,050	
				Wetland C	0.16	800	
				Wetland D and Grassed Wway	0.15	750	
				Wetland E	0.16	800	
				Wetland F	0.03	150	
				Small Berm Outletting to Wetland F	0.03	500	
				Diversion Berm	0.67	5,000	11,500
M3	7	W ½ 36	W. & S. Robinson	N/A	N/A	-	-
						TOTAL \$	11,500

Allowance Factors		
Wetland Allowance	\$	500 /0.1ha
Small Berm	\$	500
Diversion Berm	\$	5,000

APPENDIX D4 - SUMMARY of AREAS and EQUIVALENT AREAS

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
 DATE : March 19, 2021

TOWNSHIP: North Huron
 PROJECT #: 300040864

Conc.	Lot	Owner	Roll No.	Affected Area (ha)	Agri Area (ha)	Equiv. Factor	Agri Equiv.	Bush Area (ha)	Equiv. Factor	Bush Equiv.	Other Use (ha)	Equiv. Factor	Other Equiv.	Equiv. Factor (net)	Equiv. Area (ha)	Land Use
Lands:																
6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)													Woodlot, Some Grassland
6	Pt. 34	E. & M. Hussey	(6-021)	0.51							0.51	2.00	1.02	2.00	1.02	Residential Land
7	Pt. 34	L. Stobo	(7-014-30)	0.51							0.51	2.00	1.02	2.00	1.02	Residential Land
7	Pt. 34	L. Schilder	(7-014-02)	1.28	1.28	1.00	1.28							1.00	1.28	Agricultural Land
7	Pt. 34	L. Schilder	(7-014-02)	1.72	1.72	1.00	1.72							1.00	1.72	Agricultural Land
7	35 & Pt. 34	M. Pletch	(7-016)	17.68	7.57	1.00	7.57	10.11	0.50	5.06				0.71	12.63	Ag Land, Ecological Features and Woodlot
7	35 & Pt. 34	M. Pletch	(7-016)	44.58	28.15	1.00	28.15	16.43	0.50	8.22				0.82	36.37	Ag Land, Woodlot
7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	19.36	1.00	19.36	10.46	0.50	5.23				0.82	24.59	Ag land and Woodlot
7	E ½ 36	K. & K. Smith	(7-017)	25.17	14.12	1.00	14.12	11.05	0.50	5.53				0.78	19.65	Ag Land and Woodlot
7	W ½ 37	C. & C. Bennett	(7-019)	1.89				1.89	0.50	0.95				0.50	0.95	Woodlot
8	35	A. Campbell	(8-018)	12.88	8.92	1.00	8.92	3.96	0.50	1.98				0.85	10.90	Ag Land and Woodlot
8	W ½ 36	D. Walker	(8-019)	20.37	20.37	1.00	20.37							1.00	20.37	Ag Land
8	E ½ 36	D. Walker	(8-020)	34.21	15.83	1.00	15.83	8.91	0.50	4.46	9.47	0.67	6.31	0.78	26.60	Ag Land, woodlot, residential, and surface water only
8	W ½ 37	M. & E. Vincent	(8-021)	23.23	5.57	1.00	5.57				17.66	0.67	11.77	0.75	17.34	Ag Land
8	E ½ 37	M. & E. Vincent	(8-022)	10.75	1.59	1.00	1.59				9.16	0.67	6.11	0.72	7.70	Ag. Land and surface water only
	Nature Centre Road	Township of North Huron		0.33							0.33	3.00	0.99	3.00	0.99	Gravel Road
	Scott Line	Township of North Huron		3.44							3.44	3.00	10.32	3.00	10.32	Gravel Road
				228.37	124.48			62.81			41.08				193.43	

Equivalency Factors

Agricultural Land @	1.000
Residential @	2.000
Gravel Roadways @	3.000
Surface Water Only @	0.667
Underdrainage Only @	0.333
Upland Hardwood Bush @	0.500
Surface Water Only @	0.500
Underdrainage Only @	0.500

APPENDIX D5 - SECTION DATA TABLE

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE: Mar-21

TOWNSHIP: North Huron
PROJECT #: 300040864

Section	Conc.	Lot	Owner	Roll No.	Affected Area (ha)	Equiv. Factor	Equiv. Area (ha)	Sub Totals	Equivalent Area U/S (ha)
								Total Equivalent Area	193.43
M0	6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)		0.00	0.00		
	6	Pt. 34	E. & M. Hussey	(6-021)	0.51	2.00	1.02	1.02	192.41
u/s M0								0.00	192.41
M1	Nature Centre Road		Township of North Huron		0.33	3.00	0.99	0.99	191.42
u/s M1	7	Pt. 34	L. Schilder	(7-014-02)	1.72	1.00	1.72		
	7	Pt. 34	L. Stobo	(7-014-30)	0.51	2.00	1.02	2.74	188.68
M2	7	35 & Pt. 34	M. Pletch	(7-016)	17.68	0.71	12.63	12.63	176.05
u/s M2	7	Pt. 34	L. Schilder	(7-014-02)	1.28	1.00	1.28		
	7	35 & Pt. 34	M. Pletch	(7-016)	44.58	0.82	36.37		
	8	35	A. Campbell	(8-018)	12.88	0.85	10.90	48.55	127.51
M3	7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	0.82	24.59	24.59	102.92
u/s M3	7	E ½ 36	K. & K. Smith	(7-017)	25.17	0.78	19.65		
	7	W ½ 37	C. & C. Bennett	(7-019)	1.89	0.50	0.95		
	8	W ½ 36	D. Walker	(8-019)	20.37	1.00	20.37		
	8	E ½ 36	D. Walker	(8-020)	34.21	0.78	26.60		
	8	W ½ 37	M. & E. Vincent	(8-021)	23.23	0.75	17.34		
	8	E ½ 37	M. & E. Vincent	(8-022)	10.75	0.72	7.70		
		Scott Line		Township of North Huron		3.44	3.00	10.32	102.92

APPENDIX D6 - SECTION COSTS

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : Mar-21

TOWNSHIP: North Huron
PROJECT #: 300040864

Section	Construction	Contingency	Allowances	Sub-Total Cons & Allow	Admin. Costs	SECTION TOTALS
M0	46,200	4,740	690	51,630	35,950	87,580
M1	21,900	2,250	-	24,150	19,690	43,840
M2	1,000	100	21,330	22,430	25,680	48,110
M3	2,000	210	4,980	7,190	4,280	11,470
TOTAL	\$ 71,100	\$ 7,300	\$ 27,000	\$ 105,400	\$ 85,600	\$ 191,000

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project**
 DATE : **19-Mar-21**
 Project # : **300040864**

Section Number = **M0**
 [1] Cost/Eq. Ha. from D/S = **-**
 [2] Total Section Cost = **\$ 87,580**

[3] DIRECT COSTS	
[a] SPECIFIC COSTS	
No Specific Costs in this Section	
Total Specific Costs	
Total Direct Costs =	
-	

Remainder to Assess = 87,580

[4] NORMAL OUTLET	98 %
Normal Benefit and Direct Outlet	2 %

[5] Equiv't Area Drained = 192.41 Ha. @ \$ 446.08 per Eq. Ha. for Normal Outlet = 85,830

[6] Remaining for Normal Benefit and Direct Outlet = 1,750

[7] DIRECT OUTLET	
No Direct Outlet in this section	
Total of Direct Outlet =	
-	

[6] Remaining for Normal Benefit = 1,750

SUMMARY TABLE

OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
J. & K. Stutzman	(6-017)	0.00	-	-	0	-	-	-	-
E. & M. Hussey	(6-021)	1.02	-	1,750	-	-	-	-	1,750
[10] U/S Section									
			-	-	-	-	-	-	-

[11] Sub - Total = \$ 1,750

[12] Cumulative Total = \$ 1,750

Cumulative Cost/Eq. Ha. carried U/S = **\$ 446.08**

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project** Section Number = **M1**
 DATE : **19-Mar-21** [1] Cost/Eq. Ha. from D/S = **446.08**
 Project # : **300040864** [2] Total Section Cost = **\$ 43,840**

[3] DIRECT COSTS	
[a] SPECIAL ASSESSMENT (SECTION 26)	
Road/ Utility Name	
Polymer Coated CSP Supply and Install	16200
50% Pumping/Cofferdam Costs	2500
Rip-Rap	1700
Granular restoration of roadway	4000
Channel deepening through roadway	- 500
	23900
Admin Associated with Crossing (prorateable)	5980
Inspection Cost	2000
	Total Special Assessment 25,900
	Total Direct Costs = 31,880

Remainder to Assess = 11,960

[4] NORMAL OUTLET	95 %
Normal Benefit and Direct Outlet	5 %

[5] Equiv't Area Drained = 191.42 Ha. @ \$ 59.35 per Eq. Ha. for Normal Outlet = 11,360
[6] Remaining for Normal Benefit and Direct Outlet = 600

[7] DIRECT OUTLET	No direct outlet in this section
	Total of Direct Outlet = -

[6] Remaining for Normal Benefit = 600

SUMMARY TABLE									
OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
Nature Centre Road		0.99	5,980	600	-	440	-	25,900	32,920
[10] U/S Section Lands:									
L. Schilder	(7-014-02)	1.72	-	-	-	870	-	-	870
L. Stobo	(7-014-30)	1.02	-	-	-	520	-	-	520

[11] Sub - Total = \$ 34,310
[12] Cumulative Total = \$ 36,060
 Cumulative Cost/Eq. Ha. carried U/S = **\$ 505.43**

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project** Section Number = **M2**
 DATE : **19-Mar-21** [1] Cost/Eq. Ha. from D/S = **505.43**
 Project # : **300040864** [2] Total Section Cost = **\$ 48,110**

[3] DIRECT COSTS	
[a] SPECIFIC COSTS	
No Specific Costs in this Section	
	Total Direct Costs = -

Remainder to Assess = 48,110

[4] NORMAL OUTLET	80 %
Normal Benefit and Direct Outlet	20 %

[5] Equiv't Area Drained = 176.05 Ha. @ \$ 218.63 per Eq. Ha. for Normal Outlet = 38,490

[6] Remaining for Normal Benefit and Direct Outlet = 9,620

[7] DIRECT OUTLET	
No Direct Outlet in this Section	
	Total of Direct Outlet = -

[6] Remaining for Normal Benefit = 9,620

SUMMARY TABLE									
OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
M. Pletch	(7-016)	12.63	-	9,620	-	6,380	-	-	16,000
[10] U/S Section Lands:									
L. Schilder	(7-014-02)	1.28	-	-	-	930	-	-	930
M. Pletch	(7-016)	36.37	-	-	-	26,330	-	-	26,330
A. Campbell	(8-018)	10.90	-	-	-	7,890	-	-	7,890

[11] Sub - Total = \$ 51,150

[12] Cumulative Total = \$ 87,210

Cumulative Cost/Eq. Ha. carried U/S = **\$ 724.06**

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project**
 DATE : **19-Mar-21**
 Project # : **300040864**

Section Number = **M3**
 [1] Cost/Eq. Ha. from D/S = **724.06**
 [2] Total Section Cost = **\$ 11,470**

[3] DIRECT COSTS	
[a] SPECIFIC COSTS	
Upstream Watershed Area (Assessed as Outlet Costs)	
SWI	2000
Admin associated with SWI	500
Total Specific Costs 2,500	
Total Direct Costs = 2,500	

Remainder to Assess = 8,970

[4] NORMAL OUTLET	70 %
Normal Benefit and Direct Outlet	30 %

[5] Equiv't Area Drained = 102.92 Ha. @ \$ 61.02 per Eq. Ha. for Normal Outlet = 6,280

[6] Remaining for Normal Benefit and Direct Outlet = 2,690

[7] DIRECT OUTLET	
W. & S. Robinson	Uses 100% 1,500
Total of Direct Outlet = 1,500	

[8] Remaining for Normal Benefit = 1,190

SUMMARY TABLE

OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
W. & S. Robinson	(7-016-50)	24.59	-	1,190	1,500	17,800	-	-	20,490
[10] U/S Section Lands:									
K. & K. Smith	(7-017)	19.65	-	-	-	15,520	-	-	15,520
C. & C. Bennett	(7-019)	0.95	-	-	-	740	-	-	740
D. Walker	(8-019)	20.37	-	-	-	16,510	-	-	16,510
D. Walker	(8-020)	26.60	-	-	-	21,700	-	-	21,700
M. & E. Vincent	(8-021)	17.34	-	-	-	14,340	-	-	14,340
M. & E. Vincent	(8-022)	7.70	-	-	-	6,280	-	-	6,280
Roads:									
Scott Line		10.32	-	-	-	8,210	-	-	8,210

[11] Sub - Total = \$ 103,790

[12] Cumulative Total = \$ 191,000

Cumulative Cost/Eq. Ha. carried U/S = **\$ 785.08**



BURNSIDE

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Appendix E

Standard Drain Specifications

General Drain Specifications	E.2.1
Specifications for Open Drains	E.2.2
Specifications for Closed Drains	E.2.3
Specifications for Road Crossing (Open Cut Method)	E.2.4

E.2.1 GENERAL DRAIN SPECIFICATIONS

E.2.1.1 SCOPE OF SPECIFICATIONS

This specification covers the general conditions governing the construction of a Municipal Drain under the most recent revision of The Drainage Act and amendments. All work shall be done in accordance with current and applicable Ontario Provincial Standard Specifications and Drawings (OPSS and OPSD).

E.2.1.2 BENCHMARKS

Benchmarks shall be set at intervals along the course of the work at locations shown on the accompanying plan and/or profile. The Contractor or landowner shall be held liable for the cost of re-establishing benchmarks destroyed. Attention is drawn to Section 13 of The Drainage Act.

E.2.1.3 STAKES/FLAGS/MARKERS

Stakes, flags or markers are typically set at intervals throughout the course of the work, at all fences and property lines. The Contractor or landowner shall be held liable for the cost of replacing any stakes removed or destroyed.

E.2.1.4 PROFILE

The drain is to be excavated or installed to regular gradient lines as shown on the profile(s). These gradients show the bottom of the finished drain (open or closed) and are governed entirely by the benchmarks. In the case of closed drains, the gradient is that of the invert of the tile. The profile(s) shows the approximate depth from the surface of the ground to the invert of the tile or drain bottom at the point where the stations are set and from the average bottom of the open drain as taken at the time of survey. Open drains shall be brought to an even gradient in the bottom to prevent standing water. For closed drains, a variation of 25 mm (unless specified otherwise) from the gradient may be deemed sufficient reason for the work to be rejected and required to be rebuilt.

E.2.1.5 CLEARING

Clearing means the cutting of all standing trees, brush, bushes and other vegetation to a maximum height of 300 mm above original ground level as well as the removal of felled materials and windfalls. Trees measuring 150 mm or more in diameter shall be felled, delimbed, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents.

The work shall consist of clearing all areas of earth excavation, earth surfaces to be covered by embankments up to and including 1.2 m in height, and any other areas specified in the Contract Documents.

No trees, brush or bushes are to be left inside the slopes of the drain, whether they are located within the limits of the excavation or not. Brush cleared in accordance with the above shall be piled in a location and in a manner satisfactory to the Engineer for burning by the Owner. Unless otherwise specified or directed, these piles shall be a minimum of 100 m apart and shall contain only cleared material. All work shall be done in accordance with OPSS 201.

E.2.1.6 CLOSE CUT CLEARING

Close Cut Clearing means the cutting of all standing trees, stumps, brush, bushes and other vegetation at original ground level and the removal of felled materials and windfalls. Grubbing means the removal of all stumps, roots, embedded logs, debris and secondary growth. Trees measuring 150 mm or more in diameter shall be felled, delimited, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents.

The work shall consist of close cut clearing all earth surfaces to be covered by embankments greater than 1.2 m in height, and any other areas specified in the Contract Documents.

No trees, stumps, brush or bushes are to be left inside the slopes of the drain whether they are located within the limits of the excavation or not. Brush cleared in accordance with the above shall be piled in a location and in a manner satisfactory to the Engineer for burning by the Owner. Unless otherwise specified or directed, these piles shall be a minimum of 100 m apart and shall contain only cleared material. All work shall be done in accordance with OPSS 201.

E.2.1.7 BRUSHING

Brushing means the grinding or chipping to ground level of vegetation in the working space under 150 mm in diameter by means of a hydraulic brushing attachment used with an excavator or approved equivalent. This includes grinding or chipping all standing trees, stumps, brush, bushes and other vegetation to original ground level.

Trees measuring 150 mm or more in diameter shall be felled, delimited, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

E.2.1.8 GRUBBING

Grubbing means the removal of all stumps, roots, embedded logs, debris and secondary growth.

The work shall consist of grubbing all areas of earth excavation, earth surfaces to be covered by embankments up to and including 1.2 m in height and any other areas specified in the Contract Documents.

Grubbing is not required in swamps. Mechanical stump cutters are permitted, provided the entire root structure is removed. Depressions remaining after grubbing shall be backfilled with suitable earth material and compacted to avoid settlement. When clearing has been previously completed by others, all secondary growth, brush and debris shall be removed.

Piled boulders and surface boulders that are not specified in the Contract Documents for removal and lie within areas to be grubbed shall be removed. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

E.2.1.9 REMOVAL OF SURFACE BOULDERS & REMOVAL OF PILED BOULDERS

Piled Boulders means any cobbles, boulders or rock fragments that have been placed in fence rows or piles.

Rock means rock as defined in OPSS 206.

Surface Boulder means any boulder or rock fragment that measures 200 mm or greater in any one dimension, extends a minimum of 200 mm above original ground and can be removed without excavation.

The work shall consist of the removal of surface boulders and removal of piled boulders within the areas specified in the Contract Documents. Depressions remaining after removal shall be backfilled with suitable earth material and compacted to avoid settlement. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

E.2.1.10 FENCES

The Contractor will be permitted to remove fences to the extent necessary to allow the construction of the drain and to dispose of any excess material according to the specifications. Any such fences shall be carefully handled so as to cause no unnecessary damage. Unless allowance has been provided, such fences shall be replaced by the Contractor in as good a condition as found. The Contractor shall supply all material necessary to properly reconstruct any fences. The Contractor shall not leave any fence open when he is not at work in the immediate area and shall replace the fence in a timely manner, all to the satisfaction of the Engineer.

E.2.1.11 STANDING CROPS AND LIVESTOCK

Should a property owner wish to harvest any crop along an access route or within the construction working space as set out in the Engineer's Report, then it shall be the responsibility of the property owner to do so prior to construction. Provisions for the loss of, or damage to, crops along the access route or in the construction area ("Working Space") have been made in the Report and such loss or damage shall not be the liability of the Contractor.

The Contractor shall contain construction operations to the working space and width specified. As long as the construction operations are contained within the specified working space, the Contractor shall not be responsible for damages to crops along the course of the drain.

It shall be the responsibility of the property owners to keep their livestock clear of the construction area upon receiving 24 hours advance notice by the Contractor. After receiving proper notice, the Owner of the property upon which a drain is being constructed shall be liable for any loss or damage to livestock, the drain, drain materials or the Contractor's equipment caused by their livestock.

E.2.1.12 NOTIFICATION OF AGENCIES

The Contractor shall notify the appropriate agency before performing any work affecting the land or property of the MTO, railway, telephone, pipeline or public utility or regulatory agency. The Contractor shall further agree to perform the work affecting such lands or property in accordance with the specifications and approval/permit of the applicable agency.

E.2.1.13 FINAL INSPECTIONS

After substantial completion of the work, but prior to demobilization and final removal of all equipment and materials from the site, the Contractor MUST arrange an on-site FINAL Inspection of the work with the engineer to ensure all aspects of the work have been satisfactorily completed and/or that arrangements have been made to expedite the completion of any outstanding "minor" items or deficiencies. All the work included in the contract, at the time of the Final Inspection, must have the full dimensions and cross-sections called for in the plans and specifications. Notification to the Engineer of this Final Inspection shall be provided at least 5 days prior and it shall be completed as soon as possible or as soon thereafter as weather conditions permit.

E.2.2 SPECIFICATIONS FOR OPEN DRAINS

E.2.2.1 GEOMETRY

The drain shall have the full bottom width, at the gradient, specified or shown on the accompanying plan(s), profile(s) and detail sheet(s).

E.2.2.2 ALIGNMENT

The drain shall run in straight lines throughout each course except at intersections, where it shall run on a minimum curve of 15 m radius unless otherwise specified. If the work consists of the improvement of an existing open drain, then the centre line of the existing drain may be the centre line of the finished work unless otherwise specified.

E.2.2.3 EXCAVATED MATERIAL

A clear buffer of at least 3 m shall be left between the top edge of the open drain and the excavated material. Excavated material shall be placed on the side specified or, if not specified, on the lower side of the drain or on the side opposite trees or fences. No excavated material is to be left in any low runs intended to conduct water into the open drain. It shall be deposited, spread and leveled to a maximum depth of 150 mm, unless specified otherwise and left in a manner such that the lands on which it is spread may be cultivated with adjacent lands by use of ordinary farm machinery. Material excavated in land that is timbered, may be spread to the depth specified or to a maximum depth of 300 mm, which ever is greater. In cultivated areas, the Contractor shall remove stones and boulders on the surface greater than 100 mm diameter from the excavated material and dispose of in an approved location. Treatment of excavated material shall be to the satisfaction of the Engineer. After the excavated material has been spread and leveled, it shall be seeded as specified.

E.2.2.4 SURFACE WATER INLETS

Surface water inlets to the drain shall be provided through the leveled spoil on each property at obvious natural low runs or at other locations as specified by the Engineer on site at the time of construction. No excavated material shall be left in, or any damage done to a ditch, furrow, pipe, tile or depression that is intended to conduct water into an open drain. The drain bank at all such inlets shall be ripped as directed by the Engineer and reimbursed under the appropriate contract item.

E.2.2.5 OUTLETS

During the construction of an open drain, the Contractor shall guard against damaging the outlet of any tributary drain or pipes encountered. The Contractor will be reimbursed for damage to unmarked outlet pipes under the appropriate contract item.

E.2.2.6 ACCESS CULVERTS

All culverts shall be installed with the invert a minimum of 10% of its diameter or as specified below the gradient and the firm bottom of the drain.

All pipes installed under these specifications shall be carefully bedded so as to ensure uniform bearing throughout its entire length.

Except where requiring concrete cradle or encasement, all pipes shall be bedded on granular fill as specified or as shown on the contract drawings. Bedding shall be hand placed, tamped and consolidated throughout. Granular fill and bedding shall be gravel or crushed stone having no particles over 20 mm in size, except where otherwise specified.

Concrete cradle and concrete encasement shall be placed as shown on the drawings, and the concrete shall be minimum 25 MPa.

From the top of the bedding material to a point 150 mm below the existing grade of the laneway, backfill material shall be clean pit run gravel meeting O.P.S.S. Granular "B" or approved equivalent. The material shall be placed in lifts not to exceed 300 mm in depth and all granular materials shall be compacted to 100 % SPMDD and all subsoil or previously excavated material to 95 % SPMDD.

The final 150 mm of the excavation shall be filled with clean crushed gravel conforming to O.P.S.S. Granular "A" specifications. The material shall be placed in lifts not exceeding 150 mm in depth and shall be thoroughly compacted to 100 % SPMDD.

E.2.2.7 EXCAVATION AT BRIDGE SITES

The excavation at bridge sites shall be to the full depth of the drain and as nearly as possible the full width of the drain as specified for the bridge location. The excavation at a bridge site shall be made in a manner to protect the structural integrity of any permanent bridge. A temporary bridge may be carefully removed to allow excavation. The removal of a bridge is to be done in such a manner so as to cause no damage to the bridge components. Temporary bridges removed to allow excavation shall be replaced in as good a condition as found, so far as material allows. Replacing of such bridges shall be to the satisfaction of the Engineer. The Contractor shall immediately notify the Engineer if it becomes apparent that excavating to a specified gradient will endanger or underpin any culvert or bridge. The Contractor shall cease excavation at the bridge or culvert site until the Engineer instructs the Contractor to proceed.

E.2.2.8 SEEDING

Unless indicated otherwise in the Special Provisions, the Contractor shall seed all disturbed areas which includes newly excavated drain banks and leveled spoil (where

specified) with the OPSS (MTO) Standard Roadside Seed Mix, consisting of 55% Creeping Red Fescue, 27% Kentucky Bluegrass, 15% Perennial Ryegrass and 3% White Clover, at an application rate of 100 kg/10,000 m², plus a nurse crop of Fall Rye Grain or Winter Wheat Grain at an application rate of 60 kg/10,000 m², at the end of each working day.

E.2.2.9 TEMPORARY SEDIMENT CONTROLS

Unless indicated otherwise in the Special Provisions, the Contractor shall install an approved sediment control measure at the downstream end of the open drain excavation and at any other locations specified. The Contractor shall remove any accumulated sediment at regular intervals or as directed by the Engineer. The Contractor shall then remove these temporary measures, and any accumulated sediment therein, after the new open drain has stabilized and only after authorized by the Engineer or the Drainage Superintendent.

E.2.2.10 PERMANENT SEDIMENT/STILLING BASINS

The Contractor shall construct and maintain sediment control or stilling basins as specified in the Special Provisions.

E.2.2.11 RIP RAP & NON-WOVEN GEOTEXTILE

Rip Rap – The Contractor shall supply and install a 450 mm thickness of 150 mm to 300 mm (R-50) diameter quarry stone rip rap with filter cloth underlayment for culvert and pipe outlets. This will include areas of the existing bank where erosion or bank slumping has occurred, as directed on-site by the Engineer. For the area surrounding catchbasins, unless noted otherwise, the contractor shall supply and install a 300 mm thickness of 100 to 150 mm (R-10) diameter quarry stone rip rap with filter cloth underlayment.

Non-Woven Geotextile - All geotextile used for tile wrapping under these specifications shall be non-woven Terrafix 200R (or equivalent). All geotextile used under these specifications for heavy duty applications such as under rip-rap surrounding catchbasins, and at tile outlets into drains shall be non-woven Terrafix 270R (or equivalent).

E.2.3 SPECIFICATIONS FOR CLOSED DRAINS

E.2.3.1 MATERIALS

Tile, tubing and pipe materials supplied by the Contractor shall be approved by the Engineer prior to being incorporated in the work. The Contractor shall be responsible for the unloading and placement of all materials required for the Municipal Drain construction. Such unloading and placement shall be undertaken in a manner acceptable to the Engineer using only the specified and approved access routes and working space.

Concrete Drain Tile (CDT) - All CDT installed under these specifications shall have a circular cross section with a minimum 2000D, meeting the latest revision of CSA A257.1-14 and ASTM C412. The manufacturer shall provide the Engineer with a copy of all available test results for the materials being shipped to the project site. The Engineer shall have the right to order any additional tests he deems necessary to be performed on the tile taken from inventory prior to shipment from the manufacturer's plant. The cost of such additional tests shall be borne by the Contractor.

Plastic Drainage Tubing (PDT) - All PDT installed under these specifications shall be manufactured in accordance with the latest revision of the Drainage Guide for Ontario, as published by the Ministry of Agriculture and Food.

Corrugated Steel Pipe (CSP) - All CSP installed under these specifications shall be galvanized spiral wound corrugated steel pipe. All corrugated steel pipe installed under these specifications shall conform to CSA G401.

- CSP tile outlet pipes shall be up to 1,200 mm in diameter and 2.0 mm in thickness and shall have 68 mm x 13 mm corrugations unless specified otherwise.
- CSP culverts shall up to 1,000 mm in diameter and 2.8 mm in thickness and shall have 68 mm x 13 mm corrugations unless specified otherwise. CSP culverts equal to and larger than 1,200 mm in diameter shall be 3.5 mm in thickness and shall have 125 mm x 25 mm corrugations unless specified otherwise.

High Density Polyethylene(HDPE) Pipe - All corrugated or dual wall smooth walled HDPE pipe (Armtex BOSS 2000 or equivalent) installed under these specifications as culverts or as part of a new closed drain shall be manufactured in accordance with the latest revision of Ontario Provincial Standard Specification 1840 and shall have a pipe stiffness of 320 kPa.

- All perforated dual-wall smoothwalled HDPE pipe joining systems shall be soil-tight split coupler unless specified otherwise, conforming to CSA B182.8. As

specified, perforated pipe shall include a knitted sock or non-woven geotextile covering (Terrafix 200R or equivalent).

- All solid dual-wall smoothwalled HDPE pipe shall be soil-tight split coupler, unless specified otherwise, conforming to CSA B182.8.
- All watertight solid dual-wall HDPE pipe joining systems shall be water-tight bell and spigot, complete with gasketed connections unless specified otherwise, conforming to CSA B182.6.

Steel Reinforced Polyethylene (SRPE) Pipe - All smooth walled SRPE pipe (Armtec DuroMaxx or equivalent) installed under these specifications as culverts or as part of a new closed drain shall be manufactured in accordance with the latest revision of Ontario Provincial Standard Specification 1840. All SRPE pipe shall conform to AASHTO M294.

- All solid SRPE pipe shall be soil-tight split coupler, unless specified otherwise, conforming to CSA B182.14.
- All watertight solid SRPE pipe joining systems shall be water-tight bell and spigot, complete with gasketed connections unless specified otherwise, conforming to CSA B182.15.

Polypropylene (PP) Pipe - All triple-wall smooth walled PP pipe (ADS HP Sanitite or equivalent) installed under these specifications as culverts or as part of a new closed drain shall be manufactured in accordance with the latest revision of Ontario Provincial Standard Specification 1843 and shall have a pipe stiffness of 320 kPa.

- All watertight solid triple-wall PP pipe joining systems shall be water-tight bell and spigot, complete with gasketed connections unless specified otherwise, conforming to CSA B182.13.

Non-Woven Geotextile - All geotextile under these specifications shall conform to OPSS 1860. All geotextile used for tile wrapping under these specifications shall be non-woven Terrafix 200R (or equivalent). All geotextile used under these specifications for heavy duty applications such as under rip-rap surrounding catchbasins, and at tile outlets into drains shall be non-woven Terrafix 270R (or equivalent).

E.2.3.2 DRAIN GRADIENT AND VERIFICATION

The proposed gradient shall be established using laser grade control equipment, cross-head boning rods together with horizontal sight-bars at stations above and below the point where the tile is being laid or other method acceptable to the Engineer.

If the Engineer has not checked the tile, inspection points shall be left at intervals of not greater than 50 m for sections with gradients less than 0.5 % and at intervals of not greater than 30 m for sections with gradients above 0.5 %. Inspection points shall also

be left at all structures and all changes in gradient. Other inspections points may be required from time to time as requested by the Engineer.

E.2.3.3 TILE LAYING INCLUDING TOPSOIL STRIPPING

In the case of the installation of CDT, and unless specified otherwise in the Special Provisions, the Contractor shall strip the topsoil a full width of the trenching machine plus 0.3 m on each side prior to installing the new tile with the trencher as part of the work under the appropriate item and no extra payment will be made for this stripping. After installation, confirming gradient, blinding, and back filling of the trench, the topsoil shall be replaced throughout the entire length of the Drain. The Contractor shall take into consideration the settlement of the backfill material over the trench prior to replacing the topsoil.

All CDT shall be installed with a wheel-type trencher and each tile shall be laid firmly and carefully in a smooth bottomed trench so that successive tiles align both vertically and horizontally as tightly as possible; the maximum allowable space between successive tiles shall be 6 mm.

ALL joints of the CDT MUST be completely wrapped with geotextile (Terrafix 200R or equivalent) as part of the work under the appropriate item and no extra payment will be made for this wrapping. The wrap on each joint shall be a minimum of:

- 300 mm wide for tile sizes smaller than 450 mm diameter
- 600 mm wide for tile sizes 450 mm diameter and above

The Contractor is reminded that the widths of the tile trenches are to be kept to a minimum. It is recommended that the minimum trench width be 300 mm greater than the outside diameter of the tile or 150 mm on each side of the tile being installed. It is recommended that the maximum trench width be 600 mm greater than the outside diameter of the tile or 300 mm on each side of the tile being installed.

All PDT shall be installed with a self-propelled drainage plow.

All obstructions, dirt or foreign material shall be removed from the inside of the tile prior to laying.

Tile drains shall be constructed at an offset from, and parallel to, any existing drain, defined watercourse or low run. The Contractor shall exercise care not to disturb any existing private or municipal tile drains which follow the same course as the new drain.

E.2.3.4 RECONNECTION OF EXISTING PRIVATE TILE

Any subsurface drain encountered by the Contractor when constructing a Municipal Drain under these specifications shall be reconnected to itself and not connected to the

new Municipal Drain, unless approved otherwise by the Engineer. The accepted practice for reconnecting existing tile drains will be to compact sub-base material from the new trench bottom to the underside of the existing tile. Rigid pipe, HDPE (320 kPa) or approved equivalent, with a diameter equal or larger than the existing tile with a minimum length of 0.6 m beyond the trench width to the existing tile. This connection shall be made only where the existing tile is operable and in good condition. When completing backfilling of the Municipal Drain trench at such a location, the Contractor shall take sufficient care to ensure that the new connecting pipe is not damaged.

The Contractor shall provide a unit price per connection and the unit price shall include the supply of all material, labour and equipment necessary to make the connection. Further, the Contractor shall keep a written record of all sub-surface drains encountered. All connections completed shall be reviewed with the Engineer on a daily basis and a summary of all subdrains shall be provided to the landowner.

E.2.3.5 CONNECTION OF EXISTING PRIVATE TILES TO MUNICIPAL DRAIN

A subsurface drain encountered during construction can be connected to the Municipal Drain if requested by the landowner and approved by the Engineer prior to commencement of the connection. The drain shall be connected to the Municipal Drain either by core drilling through the CDT or a prefabricated fitting for HDPE. The core shall be drilled on-site and backfilled as per the specified detail included within the drawings. Any tile drains connected to the Municipal Drain shall have the downstream end of the tile plugged to prevent entry of foreign material into the tile.

E.2.3.6 TRENCH BACKFILLING

As the laying of the tile progresses, partial filling or blinding shall be made at the sides of the trench sufficient to hold the tiles securely in place. The Contractor shall place the remainder of the excavated material carefully when backfilling the trench. Any excess backfill material shall be mounded over the trench such that future settlement and compaction around the new tile can occur without creating a depression over the width of the trench. The Contractor shall not operate construction equipment over any backfilled trench, except as specified in Trench Crossings. Care shall be exercised in backfilling the trench to see that no stone or boulder capable of damaging the tile is used in the backfill material adjacent to the tile. In no case shall stones having a diameter greater than 150 mm be used in backfill material within 300 mm of the tile. The Contractor shall backfill any open tile trenches at the end of each working day except for inspection points as specified. The Contractor shall be entirely responsible for any damage to the new tile throughout the warranty period.

E.2.3.7 TRENCH CROSSINGS

The Contractor shall not cross any backfilled trench with any construction equipment or vehicles, except at only **ONE** designated crossing location on each property which shall be marked in an acceptable manner. 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 insure that no equipment or vehicles are allowed to travel along the length of any trench. The Contractor shall be entirely responsible for any damage to the new tile throughout the warranty period.

E.2.3.8 OUTLET PROTECTION

The outlet end of a tile drain shall normally consist of a 6 m length of CSP or HDPE fitted with a rodent proof grating which is hinged at the top to allow the exit of foreign material from the tile. An outlet marker shall be supplied and installed.

Unless otherwise specified, the end of the CSP or HDPE shall be protected with the type of riprap on geotextile as specified by the Engineer from a point 500 mm above the drain bottom on the opposite side of the drain, across the drain bottom, and for the full height of the drain sideslope where the pipe is located. The minimum width of this riprap shall be equal to the outside diameter of the outlet pipe plus 2 m.

E.2.3.9 PRECAST CONCRETE STRUCTURES

Junction Box (JB) means an acceptable precast concrete structure installed and buried below the surface of the ground to facilitate two or more tiles meet and connect.

Catchbasin (CB) or **Ditch Inlet Catchbasin (DICB)** means an acceptable precast concrete structure installed at or slightly below the surface of the ground where two or more tiles meet and connect and that is intended to accommodate surface water.

Observation Box (OB) means an acceptable precast concrete structure installed above the surface of the ground where two or more tiles meet and connect and that is intended to only inspect the tile connected thereto.

Unless specified otherwise, JB's, CB's, DICB's and OB's shall be supplied by a precast manufacturer meeting the Engineer's approval. An "approximate elevation of top" of each structure has been indicated on the "Structures Table"; however, each structure shall be placed onsite such that the exact horizontal and vertical location in the field is as directed by the Engineer. All structures shall have a knock out, set at a minimum of 100 mm above the elevation of the outlet or as specified, placed in ***all*** sides not used by the municipal drain. Knock outs must be of a size capable of connecting a HDPE pipe with

a minimum inside diameter of 250 mm. All structures shall have a minimum 300 mm deep sump, unless specified otherwise.

Non-shrink grouting material, unless specified otherwise, shall be placed around all pipes connected to the structure. In addition, the exterior of all grouted connections shall be completely wrapped with geotextile (similar to a wrapped joint). Geotextile shall also be placed in the joints between all sections of the box and around the full perimeter of the box at these joints. For the area surrounding catchbasins, unless noted otherwise, the contractor shall supply and install a 300 mm thickness of 100 to 150 mm (R10) diameter quarry stone rip rap with filter cloth underlayment.

Hot dipped galvanized, heavy duty, three-sided protruding type bird cage grates, shall be supplied for all CBs, DICBs or OBs, unless specified otherwise. All DICBs shall have a slope of 2H:1V, unless specified otherwise. Grates shall be fastened to the structure using non-corrosive fasteners as recommended by the Ontario Farm Safety Association. JB's shall have no sump and shall have a minimum 150 mm thick solid reinforced concrete tops.

Post and sign type markers shall be supplied and installed at each at or above ground structure.

E.2.3.10 STRIPPING FOR DEEP TILE INSTALLATION

Where the tile installation depth exceeds the digging or plowing depth of the Contractor's equipment, the Contractor shall undertake any stripping that may be necessary in a manner such that when restored, the topsoil returns uncontaminated to the top of the stripped area. This would normally mean that the topsoil would be stripped and piled separately from the subsoil. The Contractor shall have regard for the working space provided for such stripping operations. Unless approved otherwise by the Engineer prior to work being undertaken, stripping shall be done using a hydraulic excavator. The cost of any stripping shall be included in the price provided for the tile installation.

E.2.3.11 STONE REMOVAL

The Contractor shall remove and dispose of any stones larger than 100 mm that remain on the surface of the working space after completion of construction.

E.2.4 SPECIFICATIONS FOR ROAD CROSSING (OPEN CUT METHOD)

E.2.4.1 GENERAL

When a drainage works crossing of a Road is to be carried out by the open cut method, the following specifications shall apply as well as OPSS 401 and 410. Under these specifications, the Contractor shall supply all labour, equipment and material unless specified otherwise in the Special Provisions.

E.2.4.2 EXCAVATED MATERIAL

All excavated material removed from the traveled portion of the road and 1.3 m or the full width of the gravel shoulder, whichever is greater, on each side of the traveled portion shall be disposed of off the site by the Contractor in a location approved by the Engineer or the Municipality. No excavated material shall be spread on the right-of-way without the written consent of the Engineer or the Municipality. The excavated material from a trench beyond a point 1.3 m from the traveled portion or beyond the outside edge of the gravel shoulder may be placed in the trench in the case of covered drains.

E.2.4.3 BEDDING

All pipes installed under these specifications shall be carefully bedded so as to ensure uniform bearing throughout its entire length.

Except where requiring concrete cradle or encasement, all pipes shall be bedded on granular fill as specified or as shown on the contract drawings. Bedding shall be hand placed, tamped and consolidated throughout. Granular fill and bedding shall be gravel or crushed stone having no particles over 20 mm in size, except where otherwise specified.

Concrete cradle and concrete encasement shall be placed as shown on the drawings, and the concrete shall be minimum 25 MPa.

E.2.4.4 BACKFILLING

The material and the method for backfilling the excavated area on the traveled portion of the right-of-way and for 1.3 m or the full shoulder width on each side shall conform to the following specifications, or as directed by the Engineer or Municipality.

From the top of the bedding material to a point 300 mm below the existing grade of the road, backfill material shall be clean pit run gravel meeting O.P.S.S. Granular "B" or approved equivalent. The material shall be placed in lifts not to exceed 300 mm in depth and all granular materials shall be compacted to 100 % SPMDD and all subsoil or previously excavated material to 95 % SPMDD.

The final 300 mm of the excavation shall be filled with clean crushed gravel conforming to O.P.S.S. Granular "A" specifications. The material shall be placed in lifts not exceeding 150 mm in depth and shall be thoroughly compacted to 100 % SPMDD.

E.2.4.5 PRECAST CONCRETE STRUCTURES

The type, location and the elevation of all structures in the right-of-way shall be as specified by the Engineer, and as indicated on the "Structures Table".

E.2.4.6 NOTICE

Before commencing work on any right-of-way, the Contractor shall furnish at least 7 days notice in writing to the Engineer and Road Authority having jurisdiction over said right-of-way. A copy of this notice shall also be sent to the Municipality's Drainage Engineer.

E.2.4.7 MAINTENANCE

The Contractor shall maintain the road surface at the road crossing until the Engineer or Road Authority has approved the work. Such maintenance shall include keeping the road surface free from pot-holes and the application of calcium chloride at the rate of two pounds per square meter to the finished surface for the entire width of the excavation.

The Contractor shall give the Engineer or Road Authority four days notice in writing that the work has been completed, and if the work has approved, the Contractor will no longer be responsible for maintenance of the said portion of the right-of-way.

E.2.4.8 PERMITS & TRAFFIC

The Contractor shall be responsible for providing the Road Authority at least 7 days notice in writing before commencing any work on any right-of-way. If the crossing is on a right-of-way that requires a Municipal or Provincial Permit, the Contractor shall ensure that the Permit is obtained before any work commences.

The Contractor shall be responsible for providing, erecting, maintaining and removing all signage and traffic control in accordance with the Ontario Traffic Manual (OTM) and the OTM Book 7 Temporary Conditions - Field Edition as noted in Document D of the Tender/Contract.



BURNSIDE

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Appendix F

Special Provisions

Appendix F – Special Provisions

(Murray) Scott Drain & Stream Rehabilitation Project 2020

These **Special Provisions** are specific directions for this project and detail requirements not encompassed by the **Appendix E Standard Drain Specifications**.

Special Provisions shall take precedence over the **Standard Drain Specifications** where a conflict between them may exist.

All work items do not necessarily have an associated Special Provision (SP); accordingly, for those items of the work that do NOT have a SP, please refer to the appropriate **Standard Drain Specification in Appendix E**.

1.0 Standard Drain Specifications

All work for this project shall also be governed by **Appendix E - Standard Drain Specifications**. The Contractor is fully responsible for a reasonable and prudent review of these Standards to have a complete and clear understanding of the scope and character of the work.

2.0 Description and Location

The proposed drain is located on Lots 34, Concessions 6-7, Township of North Huron, Huron County.

The Scott Municipal Drain includes approximately 100 m of drain work consisting of the installation of erosion protection, excavation of refuge pools, drain realignment, sediment removal, low flow channel excavation, tree clearing, and approximately 18 m of closed drain work consisting of one road crossing. The location of the work is shown in the enclosed plan.

3.0 Instructions and Process

3.1 Pre-Construction Meeting

The Contractor **MUST** arrange an on-site Pre-Construction Meeting with the Engineer, Drainage Superintendent and affected landowners before any equipment or materials are moved onto the site and before any work is commenced on this project.

Furthermore, the Contractor shall also provide notification of the commencement of in-water work (as required) to Fisheries and Oceans Canada (DFO) and to the Maitland Valley Conservation Authority (MVCA), or to any other applicable agency(s), at least ten (10) working days prior to the commencement of the work.

3.2 Working Space

The locations and widths being provided for the proposed construction as well as for the future maintenance are specified in the Table below.

<u>Working Space</u>		
Station	Max. Width (m)	Comments
<u>Scott Municipal Drain – Open Portion</u>		
Sta. 0+000 to Sta. 0+103	6 m working space on east side of Drain	Access to this portion of the drain shall be from Nature Centre Road to the E. & M. Hussey property (Roll No. 6-021-00) (AR#3) and subsequently following the drain alignment as shown on the accompanying drawings. For future maintenance only nonintrusive hand work shall occur in this portion of the Municipal Drain.
Sta. 0+103 to Sta. 0+191	6 m working space on east side of Drain	Access to this portion of the drain shall be from Nature Centre Road to the E. & M. Hussey property (Roll No. 6-021-00) (AR#3) and subsequently following the drain alignment as shown on the accompanying drawings. Where possible, work in this portion of the open drain shall be hand work, however a 6 m working space has been provided along the east side of the drain for access with machinery. Removal of any trees in the vicinity of the drain shall be minimized if access with machinery is required.
Nature Centre Road ROW Sta. 0+191 to Sta. 0+211	10 m working space	Access to this portion of the drain shall be from Nature Centre Road and/or on the E. & M. Hussey property (Roll No. 6-021-00) or M. Pletch property (Roll No. 7-016-00) adjacent to Nature Centre Road.
Sta. 0+211 to Sta. 0+390	6 m working space on southeast side of drain	Access to this portion of the drain shall be from Nature Centre Road to the M. Pletch property (Roll No. 7-016-00) (AR#2) and subsequently following the drain alignment as shown on the accompanying drawings. Where possible, work in this portion of the open drain shall be hand work, however a 6 m working space has been provided along the southeast side of the drain for access with machinery. Removal of any trees in the vicinity of the drain shall be minimized if access with machinery is required.

<u>Working Space</u>		
Sta. 0+390 to Sta. 0+794 & Sta. 0+804 to Sta. 1+041	6 m working space on the north side of drain	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00) (AR#1 or AR#2), then following the drain alignment as shown on the accompanying drawings.</p> <p>Where possible, work in this portion of the open drain shall be hand work, however a 6 m working space has been provided along the north side of the drain for access with machinery. Removal of any trees in the vicinity of the drain shall be minimized if access with machinery is required.</p>
Private Laneway Sta. 0+794 to Sta. 0+804	10 m working space	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00) (AR#1).</p>
<u>Scott Municipal Drain – Closed Portion</u>		
Sta. T 0+000 to Sta. T 0+683	10 m working space	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway (AR#1) on the M. Pletch property (Roll No. 6-021-00), then following the drain alignment as shown on the accompanying drawings.</p> <p>Alternatively, this portion of the drain can be accessed from the access off Scott Line to the K. & K. Smith property (Roll No. 7-014-00) (AR#4).</p>
<u>Wetlands A - F</u>		
N/A	6 m working space surrounding Wetlands	<p>Access to these wetlands shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00) (AR#1 or AR#2). An access allowance has been provided to this property. The Drainage Superintendent shall be permitted to access this portion of the drain in any manner they require, ideally in the least intrusive manner possible.</p>
Small Berm		
N/A	16m working space centred along Berm	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00). An access allowance has been provided to this property. The Drainage Superintendent shall be permitted to access this portion of the drain in any manner they require, ideally in the least intrusive manner possible.</p>
Diversion Berm		

<u>Working Space</u>		
N/A	20m working space centred along Berm	Access to this portion of the drain shall be from Nature Centre Road to the private driveway (AR#1 or AR#2) on the M. Pletch property (Roll No. 6-021-00), then following the berm alignment as shown on the accompanying drawings.

NOTES:

- (1) The Contractor shall contain their construction operations to as narrow a width as possible, so as to prevent damage to lands, crops, bush, etcetera and shall not exceed the widths indicated.
- (2) The Contractor shall be entirely responsible for any damage to lands, crops, etcetera, beyond the widths and locations of both the access routes and the working spaces specified, caused by the Contractor, their Subcontractors or their employees while undertaking the work.
- (3) The Contract Administrator's approval **MUST BE OBTAINED BEFORE** exceeding the maximum widths indicated.
- (4) Access to the working space shall be public roads or as specified. All routes must be approved by the Contract Administrator and/or the Drainage Superintendent prior to construction.

3.3 Access Routes

The access routes for construction shall be from specified locations on Nature Centre Road to the drain, as specified in the Table entitled 'Working Space' and on the drawings. The Contractor shall confirm these access routes with the Contract Administrator, the Drainage Superintendent and affected landowners prior to commencing any work.

The width of the access route on each property shall be a maximum 6 m. Any increase of this width shall be at the discretion of the Contract Administrator.

3.4 Utilities Investigation

The Contractor shall locate all utilities prior to construction.

3.5 Staging of Construction

The rock check dam (downstream of Sta. 0+103) shall be installed prior to any other drain construction.

The Contractor shall stage the construction to ensure that the site is left at the end of each day with appropriate and the required erosion and sediment controls in place. As part of the price bid for the various items that involve excavation and soils (some of which may be excess), the

Contractor shall protect any and all excavated materials and spoil areas with silt fence or other measures, as approved and/or directed by the Contract Administrator, to avoid erosion during construction and to prevent them from being washed into the drain. All in-water works shall be completed during periods of low or no flow. Only additional erosion measures shall be paid for as extra items on an as directed basis.

3.6 Construction Document Errors

Any issues during construction with respect to errors or omissions with the design drawings or documents, the constructability of the system, etc. must be brought to the attention of the Contract Administrator immediately. It is expected that a clear communication channel will exist between the Contractor and the Contract Administrator and that any discrepancies relating to construction of the work will be remedied immediately. Work resulting from failure to seek clarification with the Contract Administrator by the Contractor will be the responsibility of the Contractor to remedy at no extra charge to the project and must be completed to the satisfaction of the Contract Administrator prior to demobilization.

3.7 Final Inspection

After substantial completion of the work and prior to demobilization and removal of equipment and materials from the site, the Contractor **MUST** arrange an on-site FINAL inspection of the work with the Contract Administrator. This is to ensure all aspects of the work have been satisfactorily completed and/or that arrangements have been made to expedite the completion of any outstanding minor items or deficiencies. Notification to the Contract Administrator of this Final Inspection shall be provided at least 2 days prior.

3.8 Deficiencies

Deficient items such as catchbasin markers, grate tabs, rodent grates, additional rip-rap, etc. shall be remedied by the Contractor during the warranty period and paid at the Contract price. If the Contractor fails to complete the work within a reasonable timeframe in the opinion of the Contract Administrator and/or the Municipality, the work shall be completed by a Contractor of the Contract Administrator's choosing and the cost of the work deducted from the Contract holdback.

4.0 Agency Project Requirements

4.1 Maitland Valley Conservation Authority (MVCA)

Attention is drawn to the MVCA permit. All work is to be in accordance with the terms of this permit and the mitigation practices described in the Engineer's Report.

4.2 Ministry of Environment, Conservation, and Parks (MECP)

No terrestrial Species at Risk (SAR) are anticipated within the working area. The Contractor will still be responsible to ensure that during construction no extirpated, endangered, threatened, or special concern species or their habitats are adversely affected.

4.3 Fisheries and Oceans Canada (DFO)

Attention is drawn to the DFO Letter of Advice in Appendix G. All work is to be done in accordance with the terms in the Letter of Advice. Some mitigation measures are highlighted below:

- It is recommended that DFO be notified of the work approximately **10 days before the start of construction**.
- All works be carried out in accordance with the most recent sealed engineering drawings.
- Works be conducted during a period of low or no flow.
- Works to be conducted between **July 15 to September 30** in any given year.

5.0 General Construction

The following general conditions and requirements apply to this project:

- Install, maintain and remove any temporary sediment control measures as specified and/or directed by the Contract Administrator, Drainage Superintendent or the Conservation Authority.
- Spreading and levelling of excavated material, or disposal of all waste material off-site as directed by the Contract Administrator.
- Restoration and rehabilitation of all areas disturbed by the Contractor to pre-construction conditions or better with the exception of the manicured lawn area which will be fine graded and seeded by a separate landscaping contractor.

5.1 Topsoil Stripping

Drain Work: Unless specified otherwise, prior to completing work in the drain, the Contractor shall strip the topsoil in the proposed spoil levelling area. The topsoil shall be stockpiled separately from any native subsoil and subsequently replaced over the excavated spoil. This shall be included as part of the price bid for the work under the appropriate item and no extra payment will not be made for stripping, stockpiling and replacing topsoil.

5.2 Subsoil Conditions

Drain Work: Subsoil investigations have not been undertaken on this project. The Contractor shall tender the installation of any drain structures and the excavation of the existing drain on the basis of typical soil conditions. Additionally, if specified in the Contingency Items, the Contractor shall provide a unit price for rip-rap bank erosion protection where needed and as directed on-site by the Contract Administrator.

6.0 Description of Work

The following Special Provisions for the items listed are to supplement the brief descriptions in the Project Cost Estimate (Appendix B) and the Standard Drain Specifications (Appendix E). The numbering of each item references the corresponding item in the Estimate. Each Item shall be bid as a lump sum price unless otherwise noted. **For the lump sum price bid, unless otherwise noted, the Contractor shall provide the following items:**

Section A – Scott Municipal Drain

SP 0 Mobilization

This item covers the Contractors costs associated with the transportation and/or accommodation (meals and lodging) of labour, equipment, offices, conveniences, temporary facilities, construction plant and other items not required to form part of the permanent works and not covered by other items in the Schedule of Prices. This line item shall only apply to the first/primary mobilization and demobilization required to fulfill the Contract. Additional mobilization/demobilization costs will not be paid when and if the Contractor chooses to leave the site on their own accord following the initial mobilization. However, if at the discretion of the Contract Administrator, a situation warrants the Contractor to demobilize from the site and to complete the remainder of the work at a later date, the costs associated may be negotiated with the Contract Administrator and may be considered for payment as an extra item.

Payment at the Lump Sum price set out in the Schedule of Prices for mobilization and demobilization will be made as follows:

- 50% payable on first Payment Certificate
- 50% payable on Substantial performance Payment Certificate.

SP 1 Temporary Rock Flow Check Dam, Sta. 0+109

The Contractor shall install a temporary rock flow check dam in downstream of Sta. 0+109, prior to commencement of any work on the open portion of the Scott Municipal Drain; Refer to OPSS 219.211. After the completion of the work and when so instructed by the Contract Administrator, the rock flow check dam shall be removed. The excess stone can be incorporated into the surrounding drain features.

SP 2 Cofferdam Installation and Pumping

A cofferdam(s) shall be installed to isolate the work area from Sta. 0+175 to Sta. 0+214 (roadway culvert installation and drain realignment) for the necessary work as described herein. A pump shall be used to maintain downstream flows and the pump shall not outlet downstream of the proposed rock check dam at the downstream extents of the proposed working area. Damming and pumping is not required in areas outside of this station range.

All cofferdam and pumping works shall be as per OPSS.MUNI 182. This line item shall include all cofferdam installation and pumping works **required to complete the entire project** and **no additional payments** will be made if the Contractor is required to complete additional damming or pumping without a suitable reason to the discretion of the Contract Administrator.

This special provision sets out the requirements for the management and control of flows during construction to enable the work to be carried out with minimal impact to the downstream portions of the drain.

OPSS.MUNI 182.01 shall be amended to include the following:

The Contractor will be required to provide protection for the drain throughout this portion of the work area to prevent contamination during construction. All protection must be provided while maintaining flow downstream using by-pass pumping to the open portion of the main drain

downstream while providing an allowance for fluctuations in flow volume during construction. The Contractor shall assess the risk of fluctuations in flow volume and provide excess capacity for their waterway control measures based on their acceptance of this risk.

The Contractor shall select the design elevations for the two proposed cofferdams based on their experience. No Claims will be accepted for lost time caused by dewatering operations if the water level of the main drain open portion overtops the Contractor's cofferdams or other waterway control systems.

Materials

OPSS.MUNI 182.05.02 shall be amended to include the following:

It is anticipated that the Contractor will provide isolation of the work area using pea gravel filled bags or similar temporary cofferdams (i.e. sheet piles). Only clean material, free of dirt, debris, sediment, fines, oil or grease may be introduced into the waterway.

All proposed materials deemed to be unsuitable will be rejected. Any materials found incorporated into the work and subsequently deemed to be unsuitable shall be removed and replaced at the Contractor's expense.

Construction

OPSS 182.07 shall be amended to include the following:

The Contractor is reminded that, while the work is being undertaken in traditionally low-flow summer months, the Contractor must be aware of the potential for fluctuations in water levels resulting from rain or other weather events as well as the natural baseflow of the working drain. The Contractor must identify and accept the level of risk associated with their selection of methods and design capacity.

The Contractor shall be responsible for all flood or washouts resulting from their assessment of flood risk during construction. The Contractor shall select temporary cofferdam elevations that allow for fluctuations in the flow as a result of rainfall events or other anticipated conditions.

The Owner and/or Contract Administrator make no guarantee with respect to flows, rainfall events or groundwater elevations. The Owner cannot assess the risk for the Contractor or be held responsible for the Contractor's assessment of the risk.

Once any cofferdam has been installed, the Contractor shall undertake the following:

- Before starting construction, any fish or aquatic life shall be removed from the construction area between the cofferdams by Burnside's Aquatic Ecologist.
- Remove and dispose of any accumulated sediment from behind each cofferdam before it is removed from the main drain open portion; ensure that the original streambed material is not excavated.
- Under the direction of Burnside's Aquatic Ecologist, the Contractor shall restore the original drain bottom gradient and substrate before removing the two cofferdams.

- Under the direction of Burnside's Aquatic Ecologist, the Contractor shall gradually remove the cofferdam to equalize the water levels inside and outside the isolated areas and reduce the amount of suspended sediment that is carried downstream.

Quality Assurance

The Contractor and/or Contract Administrator and/or Burnside's Aquatic Ecologist will inspect the in-water works on a daily basis. Any evidence of failure of the works or potential for failure shall be immediately rectified by the Contractor at no extra cost.

SP 3 Removal of the Existing Willow Tree, Sta. 0+109

The Contractor shall close cut clear (cut to ground level) the existing willow tree located in the drain at approximately Sta. 0+109. The tree shall be delimbed and cut into lengths no longer than 4 m and disposed of off-site. Alternatively, with approval from the property owner, the Contractor may pile the wood as directed by the property owner for personal use. The stump of the willow tree shall remain as is in the existing drain bottom.

SP 4 Low Flow Meandering Drain Construction, Sta. 0+109 to Sta. 0+149

A low flow meandering channel shall be excavated within the base of the existing drain as depicted on the accompanying details and under direction of the Aquatic Ecologist. The drain shall be dug with a bottom width of approximately 0.6 m and 2H:1V side slopes to tie back into the existing drain bottom. The existing banks of the drain shall remain undisturbed, where possible, during the construction of the low flow channel (with the exception of the locations where vegetated stone revetment and placement of large woody debris is proposed).

SP 5 Tree Clearing, Sta. 0+109 to Sta. 0+149

The Contractor shall clear a maximum 6 m width along the east bank of the existing drain. As per the Standard Drain Specifications, trees and limbs larger than 250 mm dia. shall be trimmed and stacked to the side of the corridor for use by the landowner. The Contractor shall remove only the trees necessary to access the working corridor along the east bank of the existing drain.

SP 6 Vegetated Stone Revetment, Sta. 0+109 to Sta. 0+175

The Contractor will be responsible to ensure that they coordinate with Burnside to have their Aquatic Ecologist on-site for the completion of this work. The Contractor shall supply a minimum of one laborer and one machine operator for the completion of this line item. The brook trout spawning areas depicted on the accompanying drawing set shall not be disturbed during this work. If this area is disturbed the Contractor will be required to re-establish the area to the satisfaction of Burnside's Aquatic Ecologist at their own cost and the Contractor will also be liable for responsible for any penalties from DFO.

The Contractor shall complete a vegetated stone revetment as per the accompanying details along approximately 85 m² of drain bank. Only rounded riverstone shall be used for the stone revetment and it shall range from 150 mm to 400 mm in diameter. A mixture, or layers of native material will be used with the round stone to provide growth medium for the proposed plantings and/or live staking. The largest stoned shall be "keyed" into the drain banks as directed by the on-site Aquatic Ecologist.

With guidance from the on-site Aquatic Ecologist the Contractor shall gather appropriate large woody debris from either previously cleared trees, or if not enough suitable material has been previously cleared, select trees shall be delimited (as directed by the Aquatic Ecologist) and used. The Contractor shall then provide all necessary machines and labour to relocate the limbs to the necessary location and install into the drain banks as directed by the on-site Aquatic Ecologist. A minimum of 16 hours (2 days) of direct work with the on-site aquatic ecologist shall be included with this line item.

SP 7 Refuge Pool Excavation, Sta. 0+124 to Sta. 0+129 & Sta. 0+144 to Sta. 0+149

A refuge pool shall be constructed in the locations specified above using appropriate heavy equipment suitable for excavation and removal/placement of granular substrate, Burnside's Aquatic Ecologist will provide guidance for pool creation with regards to as built design and habitat creation. Each refuge pool is proposed to be approximately 5 m long and 0.5 m deep with a maximum 1H:1V sideslopes and shall have riverstone ranging from 150 mm to 400 mm in diameter installed in the pool base. The Contractor shall ensure that the minimum pool depth is achieved based on the design profile.

SP 8 Drain Realignment and Culvert Outlet Work, Sta. 0+175 to Sta. 0+192

The Contractor shall excavate a 5 m long and 0.5 m deep pool with a 1.0 m bottom width and 2H:1V sideslopes as depicted on the accompanying details. Fill from the excavation may be used to fill in the existing drain in this station range, as directed by the Contract Administrator. All excess fill shall be disposed of offsite by the Contractor; however, it may alternatively be used to mix with the river stone for the stone revetment if approved by the Contract Administrator.

The Contractor shall complete a vegetated stone revetment as per the accompanying details along all drain banks side banks in this location as per SP 6.

The existing lilac tree (noted on the accompanying details) shall remain undisturbed during this work. The Contractor will be responsible to remedy any damages to this tree at their cost during construction.

SP 9 Manicured Lawn Restoration Work, Sta. 0+140 to Sta. 0+192

Although the final grading and seeding of the manicured lawn area is intended to be completed by a landscape Contractor that will be retained by the Township following the construction works encompassed by this Contract, the Contractor will still be required to grade the area after the completion of the work and leave in a condition satisfactory to the Contract Administrator or Drainage Superintendent.

Therefore, the Contractor in completing the work in this area shall regrade and restore any areas disturbed on the E. & M. Hussey property from Sta. 0+140 to Sta. 0+192 to the satisfaction of the Contract Administrator. The Contractor shall strip topsoil as required and ensure that topsoil is not mixed with subsoil material. Any salvaged topsoil material shall be placed and levelled in this area to the satisfaction of the Contract Administrator or Drainage Superintendent.

SP 10 Red Osier Dogwood Live Staking, Sta. 0+109 to Sta. 0+192

The live staking **shall be completed between October 15th and December 15th of the year of construction** when the plantings are in a dormant state and soils are workable and not frozen.

Red osier dogwood live stakes shall be installed between the stones on the drain banks in all locations where the vegetated stone revetment is implemented. The live stakes shall be a min 2.5 cm in diameter and 30 cm in length (maximum 1.5 m in length). Plantings shall be inserted into the drain banks approximately 70% of the length and installed with a deadblow hammer (rubber mallet with lead pellets). Approximately 70 live stakes shall be installed along both drain banks from Sta. 0+175 to Sta. 0+192, and approximately 100 live stakes shall be installed along the applicable banks from Sta. 0+109 to Sta. 0+175.

The Contractor will be responsible to find suitable live stakes, and the stakes shall be approved by Burnside's Aquatic Ecologist prior to their installation.

SP 11 Surface Water Inlet Installation, Sta. T 0+683

The Contractor shall excavate to and locate the existing drain at the approximate midpoint on Lot 36, Concession 7 on the line between the property identified by Roll No. 7-016-50 and property identified by Roll No. 7-017-00. The Contractor shall remove and replace the existing 350 mm dia. clay tile in this location with an approved fitting(s) and/or piping to suit a 150 mm dia. surface water inlet (SWI – Hickenbottom or approved equal); this SWI shall be installed on the line of the existing Municipal Drain. The SWI shall be connected to the existing Municipal Drain with an appropriate tee, and appropriately sized dual-wall HDPE pipe (320 kPa) to the satisfaction of the Contract Administrator. The existing 350 mm dia. clay tile shall be RE-connected to the downstream end and to the upstream end of the new fitting/tee and/or piping. The SWI shall be installed with 19 mm clear stone backfill for a 1 m diameter surrounding the riser pipe from the vertical tee as well as an approved post and marker. Minor re-grading may also be required. Disturbance of the agricultural lands shall be minimized in the completion of the aforementioned work.

SP 12 Polymer Laminated CSP Installation, Sta. 0+192 to Sta. 0+210

The Nature Centre Road crossing from Sta. 0+192 to Sta. 0+210 shall be completed using the Open Cut Method, as per the Standard Drain Specifications (Appendix E).

Pipe Installation

Bedding shall be a minimum thickness of 150 mm compacted Granular 'A' material or geotextile wrapped 19 mm crushed clear stone. Similarly, the bedding material shall be used to provide a minimum 300 mm cover over top of the proposed pipe.

Road Subbase and Base Restoration

The Township's preference is for select native material to be used for backfill within the crossing if it is deemed suitable granular material by the Township at the time of construction. All unsuitable excavated material shall be removed and disposed of off-site by the Contractor. In this case OPSS Granular 'B' shall be used and paid for as a contingency item.

A minimum 450 mm depth of new OPSS Granular 'B' material shall be installed immediately beneath a minimum 150 mm top cost depth of new OPSS Granular 'A' in the road crossing. A smooth transition through the open cut shall be established to the discretion of the Contract Administrator.

All granular material shall be installed in lifts no greater than 300 mm in depth and shall be compacted to a minimum 100% SPDD as per the standard specifications. Similarly, all subsoil material if reused shall be compacted in lifts no greater than 300 mm in depth and shall be compacted to a minimum 95% SPDD as per the standard specifications.

Traffic Control Plan: A traffic control plan shall be prepared and submitted to the Township of North Huron and the Contract Administrator by the Contractor a minimum of 10 days prior to the proposed start of construction of the open crossing. The plan must be approved by the Township and implemented by the Contractor prior to the beginning of the crossing construction.

Any settlement or impact caused to the road shall be the sole responsibility of the Contractor, per the Standard Drain Specifications (Appendix E). The Owner of the road ROW shall be contacted by the Contractor regarding any issues pertaining to the pipe installation on their property, prior to leaving the site. Issues shall be remedied to the satisfaction of the Contract Administrator and the Owner.

SP 13 Culvert Rip-Rap Inlet and Outlet Protection

The Contractor shall supply and install approximately 30 m² of 150 to 300 mm (OPSS R50) diameter quarry stone rip-rap with a min. 450 mm thickness and geotextile underlay (approx. 15 m² at the culvert outlet and 15 m² at the culvert inlet).

Section B – Contingency Items

This section covers work that may be required for this project. These items shall apply only as and when approved by the Contract Administrator.

SP 14 OPSS R50 Rip-Rap Erosion Protection

For the unit price bid per square metre, the Contractor shall supply and install a 450 mm thickness of 150 to 300 mm (OPSS R50) diameter quarry stone rip-rap with geotextile underlay. These unit prices shall be used for payment for any rip-rap installed in addition to those quantities already specified in other items and for credit for any quantities of rip-rap deleted from other items. Additionally, this will include areas of existing drain bank where erosion or bank slumping has occurred, as directed on-site by the Contract Administrator.

SP 15 OPSS 19 mm dia. Clear Crushed Stone

For the unit price bid per tonne, the Contractor shall supply and install 19 mm (3/4 inch) dia. clear crushed stone. These unit prices shall be used for payment for any 19 mm clear crushed stone installed in addition to those quantities already specified in other items and for credit for any quantities of 19 mm clear crushed stone deleted from other items.

SP 16 OPSS Granular 'B' Material

For the unit price bid per tonne, the Contractor shall supply and install OPSS Granular 'B' material. These unit prices shall be used for payment for any Granular 'B' material installed in addition to those quantities already specified in other items and for credit for any quantities of Granular 'B' deleted from other items.

SP 17 Vegetated Stone Revetment and Placement of Large Woody Debris

For the unit bid price per m² the Contractor shall supply and install additional 150 mm dia. to 400 mm dia. rounded stone, red osier dogwood live stakes and large woody debris as directed by Burnside's on-site Aquatic Ecologist. These quantities are in addition to the quantities already specified in other items.



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Appendix G

Agency Correspondence



November 26, 2020

274 Josephine St.,
Wingham, Ontario
N0G 2W0

MVCA File No. 9978

Attention: Township of North Huron

Re: Permit ALT25/2020

Part Lot 34, Concession 6, Part Lots 34 to 36, Concession 7, East Wawanosh Ward,
Township of North Huron, County of Huron

The Maitland Valley Conservation Authority (MVCA) has approved your application signed November 26th, 2020 to improve water features and replace a culvert on the Scott Municipal Drain.

The work is to be undertaken within a Watercourse. Watercourses plus a 15-metre buffer is regulated pursuant to *Ontario Regulation 164/06 (Development, Interference with Wetlands, Alteration to Shorelines and Watercourses Regulation)* made under Section 28 of the *Conservation Authorities Act (R.S.O. 1990, Chapter C.27)*. Your application was reviewed with regard for *O. Regulation 164/06* and in accordance with MVCA Board approved policies made under the Regulation.

Please be advised that Permit No. ALT25/2020 is subject to conditions outlined on the attached Permit.

MVCA has the legal authority to revoke your Permit should the specific and/or general conditions of the Permit not be met. Every person who contravenes the regulation or the terms and conditions of a Permit is liable to fines and prosecution under Section 28 of the *Conservation Authorities Act (R.S.O 1990, as amended)*.

MVCA permission does not exempt you (the applicant) from complying with any or all other approvals, laws, statues, ordinances, directives, regulations, by-laws etc. that may affect the property. Specifically this Permit does not exempt you from approvals from Fisheries and Oceans Canada (DFO).

Thank you for your cooperation. Please sign the Permit and return a copy to this office. You may fax or email the signed copy.

Feel free to contact this office should you have any questions or concerns.

Regards,

A handwritten signature in black ink, appearing to read "Stephen Jackson". The signature is fluid and cursive, written in a professional style.

Stephen Jackson, P.Eng.
Flood and Erosion Safety Services Coordinator

Enc.: *Permit No. ALT 25/2020*

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:

Township of North Huron
Address: P.O. Box 90, 274 Josephine St., Wingham ON N0G 2W0
Location of works: Part Lot 34, Concession 6, Part Lots 34 to 36, Concession 7, East Wawanosh Ward, Township of North Huron, County of Huron
Existing land use: Agriculture
For the following works: Improvement of water features and replacement of a culvert for the Scott Municipal Drain from November 26, 2020 to November 26, 2022, subject to the following conditions:

SPECIFIC CONDITIONS:

1. All work must be carried out in conformance with the application, dated November 26th, 2020 signed by Trevor Kuepfer, and in accordance with the following:
 - a. Engineer's Report (Murray) Scott Drain & Stream Rehabilitation Project 2020 ; including:
 - i. Drawing 1: Watershed Plan
 - ii. Drawing 2: Natural Channel Design
 - iii. Drawing 3: Profile Open Portion Sta. 0+100 to Sta. 0+225
 - iv. Drawing 4: Details
 - v. Drawing 5: Environmental Feature Area Key Plan
 - vi. Drawing 6: Environmental Feature Area One
 - vii. Drawing 7: Environmental Feature Area Two
 - viii. Drawing 8: Environmental Feature Area Three
 - ix. Drawing 9: Environmental Feature Area Four
 - x. Drawing 10: Profile – Open Portion
 - xi. Drawing 11: Profile – Closed Portion
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.
4. 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:

1. 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 re-apply to the Authority prior to the expiration of this period should an extension be required.

Original Signed by (Applicants signature): _____ Date: _____

Signature of Authority Official



**Stephen Jackson, P. Eng.
Flood and Erosion Safety Services Coordinator
MAITLAND VALLEY CONSERVATION AUTHORITY**

Date: November 26, 2020



Ontario and Prairie Region
Fish and Fish Habitat Protection Program
650 – 2010 12th Avenue
Regina, SK S4P 0M3

Région de l'Ontario et des Prairies
Programme de protection du poisson et de son habitat
650 – 2010 12^e Avenue
Regina, SK S4P 0M3

August 7, 2020

Your file *Votre référence*

Our file *Notre référence*

20-HCAA-00925

Township of North Huron
Attention: Kirk Livingston
P.O. Box 90, 274 Josephine Street
Wingham, ON
N0G 2W0

**Subject: Culvert Replacement Habitat Restoration, Belgrave Creek, Belgrave–
Implementation of Measures to Avoid and Mitigate the Potential for Prohibited
Effects to Fish and Fish Habitat**

Dear Kirk Livingston:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on June 5, 2020. We understand that you propose to:

- Replace a 13 m long by 900 mm diameter corrugate steel pipe (CSP) culvert with a polymer coated 18 m long by 1200 mm diameter CSP culvert embedded at least 150 mm. Inlets and outlets will be armoured with riprap to protect against scouring; and,
- Realign an 80 m section of the unnamed tributary immediately downstream of the culvert crossing consisting of:
 - low flow meandering channel with two 0.5 m by 5 m long pools;
 - live stone revetments with large woody debris to stabilize channel banks and improve fish habitat;
 - realigned channel to improve alignment with the existing culvert and remove sediment blockage;
 - plunge pool will be installed at the culverts outlet; and
 - lining the channel with native substrate and smooth-run river stones, removing a fish barrier (>0.7 m in height); and, the creation of riparian vegetation buffer to protect from manicured lawns and stabilize banks.

We understand the following aquatic species listed under the *Species at Risk Act* may use the area in the vicinity of where your proposal is to be located:

- Black Redhorse (*Moxostoma duquesnei*) listed as Threatened

Our review considered the following information:

- Request for Review and additional supporting documents dated June 5, 2020. 2019.

- Email correspondence between David Braun (DFO) and Trevor Kuepfer (R.J. Burnside) on July 23, 2020.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and
- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*.

The aforementioned outcomes are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures listed below:

- Plan in-water works, undertakings and activities to respect [timing windows](#) to protect fish and fish habitat.
 - Works will be conducted between July 15 to September 30 of any given year
- Limit the duration of in-water works, undertakings and activities so that it does not diminish the ability of fish to carry out one or more of their life processes (e.g., spawning, rearing, feeding, migrating).
- Screen intake pipes to prevent entrainment or impingement of fish.
 - Follow the [Interim code of practice: End of pipe fish protection screens for small water intakes in freshwater](#), when using pumps.
- Capture and relocate any fish trapped within an isolated/enclosed work area and safely relocate them to an appropriate location in the same waterbody.
 - Dewater gradually to reduce the potential for stranding fish.
 - Relocate any fish as per applicable permits for capturing and relocating fish.
 - During processing, fishes should be held in aerated live well or multiple buckets/tubs to reduce overcrowding and water in buckets/tubs shall be replaced every 10 minutes or otherwise aerated (flow-through, aeration stones etc.) to maintain dissolved oxygen levels and water temperatures (within $\pm 1^{\circ}\text{C}$).
 - If a Black Redhorse is captured and/or any other SAR it/they shall be recorded and digitally vouchered and the species released unharmed to the watercourse. Photo vouchers shall be collected [following the protocol outlined in Appendix 2 of Mandrak and Bouvier \(2014\)](#) (Mandrak, N.E., and Bouvier, L.D. 2014. Standardized data collection methods in support of a classification protocol for the designation of watercourses as municipal drains. DFO Can. Sci. Advis. Sec. Res. Doc. 2013/077. v + 26 p.). Digital vouchers shall be taken while SAR are fully submersed in a net or viewing box. Digital vouchers shall be retained and submitted to David Braun by email at david.braun@dfo-mpo.gc.ca.
- Use of temporary cofferdams and diversion channels to isolate a section of a watercourse or water body in order to conduct works, undertakings and activities in the dry while maintaining the natural downstream flow and coastal currents.
 - Follow the [Interim code of practice: Temporary cofferdams and diversion channels](#), when using temporary cofferdams and diversion channels.
- Maintain fish passage during all phases of works, undertakings and activities.
 - Avoid changing flow or water levels.

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- Avoid obstructing and interfering with the movement and migration of fish.
- Maintain an appropriate depth and flow (i.e., base flow and seasonal flow of water).
- Conduct during periods of low flow.
- Limit impacts on riparian vegetation to those approved for the works, undertakings or activities.
 - Avoid tree/shrub removal whenever possible.
 - Use methods to prevent soil compaction (e.g., swamp mats, pads).
 - Do not grade streambanks or approaches.
 - Avoid stockpiling of material on stream banks and riparian zones.
 - Limit access to banks or areas adjacent to water bodies.
 - Prune or top the vegetation instead of grubbing/uprooting to ensure root structure stability.
 - Limit grubbing on watercourse banks to the area required for the footprint of the works, undertakings and activities.
 - Construct access points and approaches perpendicular to the watercourse or water body.
 - Remove vegetation or species selectively and in phases.
 - Re-vegetate the disturbed areas with native species suitable for the site.
 - Restore the banks affected by the work, undertakings and activities to their natural state (profile, vegetation, etc.).
- Operate machinery in a manner that minimizes disturbance to the watercourse bed and banks.
- Avoid disturbing or removing aquatic vegetation, natural wood debris, rocks, sand or other materials from the banks, shoreline or the bed of the water body.
- Salvage, reinstate or match habitat structure (e.g., large wood debris, boulders, instream aquatic vegetation/substrate) to its natural state.
- Restore stream geomorphology (i.e., restore the bed and banks, gradient and contour of the waterbody) to its natural state.
- Install effective erosion and sediment control measures prior to beginning works, undertakings and activities.
 - Schedule work to avoid wet, windy and rainy periods and heed weather advisories.
 - Use only clean materials (e.g., rock, coarse gravel, wood, steel, snow) for works, undertakings and activities.
 - Use appropriate isolation materials and designs to minimize disturbance to the bed and banks of the watercourse or water body.
 - Use methods to prevent substrate compaction (e.g., swamp mats, pads).
 - Conduct all in-water works, undertakings and activities in isolation of open or flowing water to reduce the introduction of sediment into the watercourse.
 - Dispose of and stabilize all excavated material above the ordinary high water mark or top of bank of nearby water bodies and ensure sediment re-entry to the watercourse is prevented.
 - Maintain the natural flow regime for any diversion works.
 - Operate machinery on land, from barges or on ice.
 - Use biodegradable erosion and sediment control materials whenever possible.
 - Regularly inspect and maintain the sediment control measures and structures during all phases of the project.

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- Regularly monitor the watercourse for signs of sedimentation during all phases of the works, undertakings and activities and take corrective action when needed.
- Keep the erosion and sediment control measures in place until all disturbed ground has been permanently stabilized.
- Remove all sediment control materials once site has been stabilized.
- Develop and immediately implement a response plan to prevent deleterious substances from entering a water body.
 - Stop works, undertakings and activities in the event of a spill of a deleterious substance.
 - Immediately report any spills (e.g., sewage, oil, fuel or other deleterious material), whether near or directly into a water body.
 - Keep an emergency spill kit on site during the works, undertakings and activities.
 - Contain any water with deleterious substances.
 - Ensure clean-up measures are suitably applied so as not to result in further alteration of the bed and/or banks of the watercourse.
 - Clean-up and appropriately dispose of the sediment-laden water and water contaminated with deleterious substances.
 - Maintain all machinery on site in a clean condition and free of fluid leaks.
 - Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
 - Dispose of all waste materials (e.g., construction, demolition, commercial logging) above the ordinary high water mark to prevent entry into the water body.
 - Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, poured concrete or other chemicals do not enter the watercourse.
- Aquatic invasive species are introduced and spread through transporting sands and sediments and using contaminated construction equipment. To prevent the introduction and/or spread of aquatic invasive species during construction in aquatic environments.
 - Clean, drain and dry any equipment used in the water, and
 - Never move organisms or water from one body of water to another.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, the *Species at Risk Act* and the *Aquatic Invasive Species Regulations*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to (<http://www.dfo-mpo.gc.ca/pnw-ppe/contact-eng.html>).

We recommend that you notify this office at least 10 days before starting your project and that a copy of this letter be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

.../5

If you have any questions with the content of this letter, please contact David Braun at (306) 780-8727 or by email at david.braun@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'David Braun', is positioned above the typed name.

David Braun
A\Senior Biologist
Linear Development
Fish and Fish Habitat Protection Program

cc: Trevor Kuepfer (R.J. Burnside and Associates Limited)



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Appendix H

Manufacturer Product Information

Inline Water Level Control Structure™

- ◆ Available in manual or automated.
- ◆ Constructed of rugged ½" PVC with lockable plastic lid.
- ◆ Stainless steel screws and custom anodized aluminum corner extrusions used for strength and durability.*
- ◆ Flexible couplers allow PVC, plastic pipe, or other materials to be easily attached. *(Please specify type of pipe when ordering.)*
- ◆ Rugged injection molded stoplogs in 5" and 7" heights for adjustability (included in structures with 4" through 12" pipe sizes).
- ◆ PVC stoplogs with metal hooks in 5" and 7" heights for adjustability (included in structures with 15" through 24" pipe sizes).
- ◆ Stoplog maintenance recommended: Remove stoplogs and grease seal with Ultra Lube (included). Ensure there is no debris in the tracks or along the bottom of the structure. Replace stoplogs after greasing, ensuring bottom stoplog is installed first.
- ◆ To minimize seepage, align stoplogs firmly against one side of the stoplog track.
- ◆ Stoplogs must remain in track during structure installation.
- ◆ Structures are intended for gravity flow; some seepage may occur.
- ◆ 5-year warranty on all standard structures.

**For water that is caustic, acid, corrosive, salt, or pH below 5 pH or above 9 pH, please notify us of your requirements to ensure structures are built with compatible hardware. For these applications, Agri Drain recommends stainless steel.*



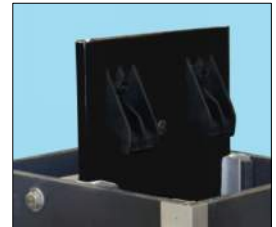
Call for details on Automated.

US Patent No. 6,715,508 B2
 US Patent No. 6,786,234 B2
 Canadian Patent No. 2,403,456
 Canadian Patent No. 2,466,976

Comes with a handle to install and remove stoplogs.



Stoplog seal ensures a tight fit to prevent leakage.



Inline Water Level Control Structure™			
Pipe Size	Available Heights	Width	Depth
4"	2' - 12'	8"	10"
6"	2' - 12'	8"	10"
8"	2' - 12'	11 ^{5/8} "	12"
10"	2' - 12'	14"	16"
12"	2' - 12'	16"	20"
15"	2' - 12'	20"	24"
18"	2' - 12'	24"	28"
24"	3' - 10'	31"	39"

Rugged injection molded stoplogs used in structures with 4", 6", 8", 10", and 12" pipe sizes.

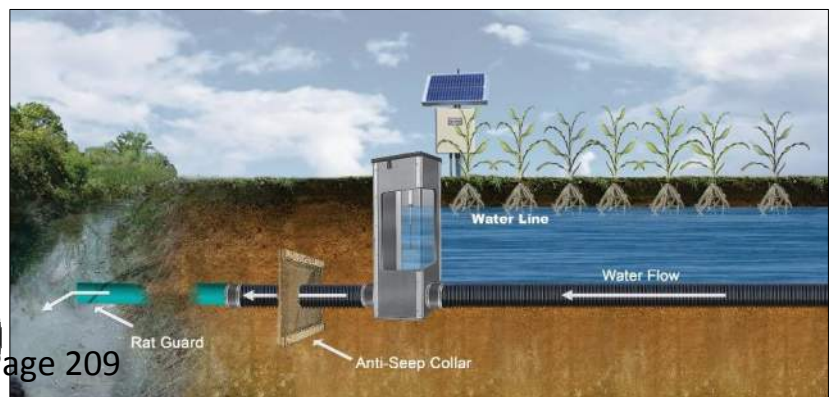


PVC stoplogs with stainless steel lifting hooks used in structures with 15", 18", and 24" pipe sizes.



Stoplog Retainer Hold extra stoplogs up & out of the way!

- ◆ Stainless steel retainer hooks to lowest stoplog that you want to hold up within your Inline Water Level Control Structure™.



INLINE WATER LEVEL CONTROL STRUCTURE™ INSTALLATION INSTRUCTIONS

- Important!** —To minimize seepage, align stoplogs firmly against one side of the stoplog track.
—Stoplogs must remain in track during structure installation.
—Structures are intended for gravity flow: Low pressure and some seepage may occur.

1.) EXCAVATION AND GRADING

Structure base, inlet pipe, & outlet pipe must be set on compacted soil or fill sand to provide a solid, stable base. This will reduce settling and reduce stress or misalignment of pipe connections.

2.) PIPE CONNECTION

Remove stainless steel clamps from inside structure. Place pipe inside flex couplers and tighten SS clamps.

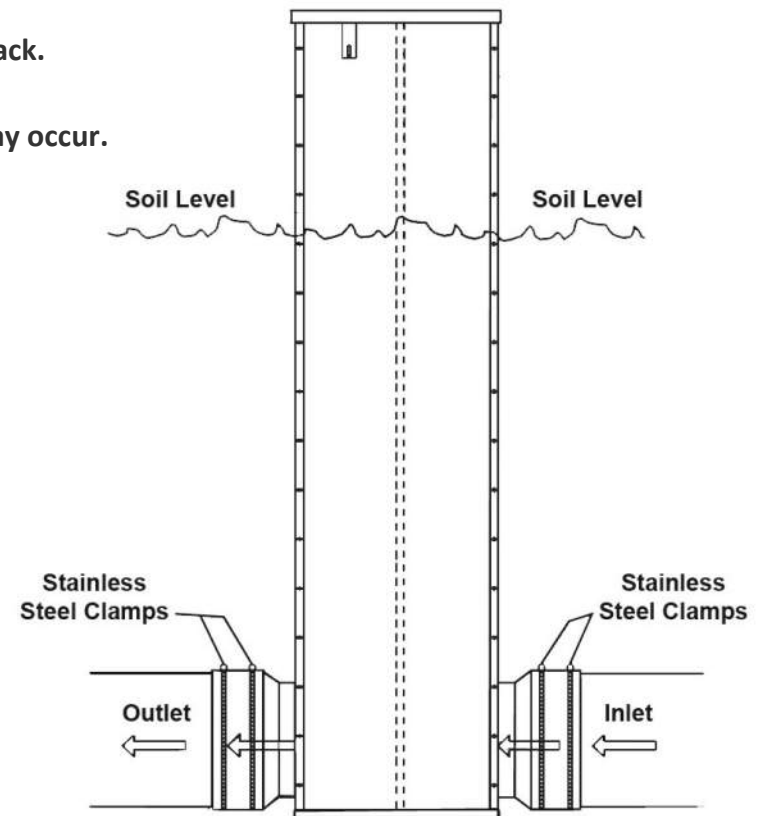
3.) BACKFILL AND COMPACTION

Level structure vertically before placing backfill. Backfill around control structure by hand in 6" lifts. Hand tamp only - **do not** mechanically compact. **Do not** use a backhoe or blade to place backfill directly against the water control structure.

- Seal on stoplog faces downstream/outlet side of structure.

Excessive compaction may cause structural damage or failure.

- ◆ Either the inlet or inline structure may be used for primary or secondary outlet, with larger pipe or emergency spillway as primary.
- ◆ Inline structure removes subsurface water.
- ◆ On the inline installation, the inlet end of the pipe should be held off the bottom of the impoundment to allow for siltation, and be protected with an inlet guard. The outlet end of the structure should be protected with a rodent guard.
- ◆ In a controlled drainage or subsurface irrigation application, the structure nearest the outlet should be installed with a minimum of 20' of non-perforated pipe on the downstream end. Anti-Seep Collars are recommended.



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www.agridrain.com
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— Since 1976 —

Water Level Control Structures

The **Water Level Control Structures** manufactured by *Agri Drain Corp.* are constructed of rugged 1/2"-thick PVC sheets, connected at the corners by means of specially extruded anodized aluminum profiles sealed with waterproof caulking and secured with stainless steel screws.* The bottom of the structure is sealed with either a 1/2"- or 1"-thick PVC sheet (dependent upon structure size) and also utilizes waterproof caulking for sealant and stainless steel screws to hold it in place. *For water that is caustic, acid, corrosive, salt, or pH below 5 pH or above 9 pH, please notify us of your requirements to ensure structures are built with compatible hardware. For these applications, Agri Drain recommends stainless steel.

The stoplogs* are constructed of PVC and utilize a seal that mates against the downstream surface of the extruded aluminum track and the top of the stoplog that it rests upon. The stoplogs are equipped with hooks to facilitate their removal by means of a special handle/hook assembly. ***Important!** To minimize seepage, align stoplogs firmly against one side of the stoplog track. Stoplogs must remain in track during structure installation.

In order to obtain inch-by-inch water level adjustment capabilities, the stoplogs are built in two heights: 5" and 7" tall. This allows for various combinations and nearly infinite adjustability. An additional, 7"-tall stoplog is specified with a sticker stating "Bottom Board", and this stoplog must be placed in the bottom of the structure. Examples: 7"+7"=14", 5"+5"+5"=15", 5"+5"+7"=17", 5"+7"+7"=19", 5"+5"+5"+5"=20", etc.

The means of connecting to the downstream and upstream pipe is a flexible rubber sewer coupler. It will accommodate corrugated plastic tubing, PVC pipe, corrugated metal pipe or virtually any other conduit material.

The units are available in two different types. The first type (Inlet) is designed to be installed on the upstream end of the conduit so the water must enter the structure before it enters the pipe. The Inlet must be anchored down when installed or it may have the tendency to float. The second type (Inline) is designed to be installed in the pipe line, so the water enters the pipe, then flows into the box, over the stoplogs, then out the downstream side of the structure. The Inline structure is equipped with a lockable plastic lid and is available in manual or automated. Both structures come with a handle to remove, install, or adjust the stoplogs.

The structures are manufactured in various sizes based on diameter of the conduit and engineered to provide a minimum of 30% greater capacity than the conduit it is connected to. They are available in heights to suit the specific installation.

INLINE WATER LEVEL CONTROL STRUCTURE™ SHIPPING WEIGHTS								
Pipe Size	HEIGHT							
	2'	3'	4'	5'	6'	8'	10'	12'
4"	50U	64U	81U	102U	121T	216T	244T	278T
6"	52U	66U	83U	103U	164T	222T	272T	320T
8"	64U	84U	105U	176T	198T	264T	320T	392T
10"	79U	107U	168T	210T	238T	300T	375T	458T
12"	99U	157T	190T	242T	294T	366T	480T	542T
15"	154T	222T	270T	322T	382T	502T	614T	722T
18"	191T	236T	340T	402T	450T	592T	710T	834T
24"	N/A	348T	454T	524T	600T	766T	946T	N/A

INLET WATER LEVEL CONTROL STRUCTURE™ SHIPPING WEIGHTS					
Pipe Size	HEIGHT				
	2'	3'	4'	5'	6'
4"	26U	38U	51U	64U	76U
6"	35U	41U	52U	67U	78U
8"	37U	51U	67U	86U	132T
10"	49U	62U	85U	130T	150T
12"	55U	76U	125T	164T	152T
15"	82U	126T	158T	196T	216T
18"	110T	150T	186T	224T	250T
24"	178T	192T	248T	310T	336T

UPS=U
 TRUCK LINE=T

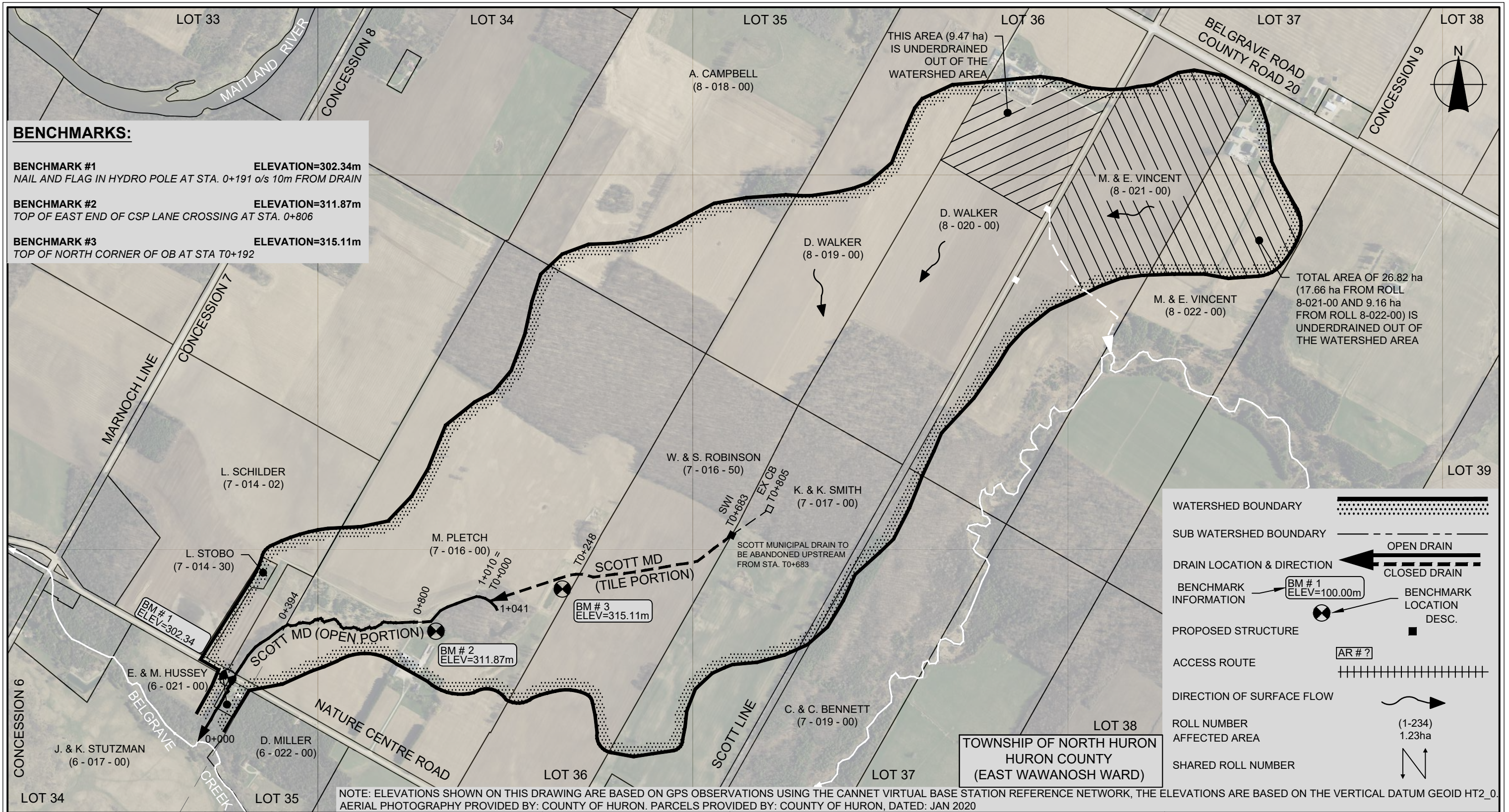
Larger CMP structures also available. Call for details on custom sizes and pricing.



Appendix I

Drawings

Watershed Plan	1 of 11
Natural Channel Design Plan View	2 of 11
Profile Open Portion Sta. 0+100 to Sta. 0+225	3 of 11
Details	4 of 11
Environmental Feature Area Key Plan	5 of 11
Environmental Feature Area One	6 of 11
Environmental Feature Area Two	7 of 11
Environmental Feature Area Three	8 of 11
Environmental Feature Area Four	9 of 11
Profile – Open Portion	10 of 11
Profile – Closed Portion	11 of 11



BENCHMARKS:

- BENCHMARK #1** ELEVATION=302.34m
NAIL AND FLAG IN HYDRO POLE AT STA. 0+191 o/s 10m FROM DRAIN
- BENCHMARK #2** ELEVATION=311.87m
TOP OF EAST END OF CSP LANE CROSSING AT STA. 0+806
- BENCHMARK #3** ELEVATION=315.11m
TOP OF NORTH CORNER OF OB AT STA T0+192

TOTAL AREA OF 26.82 ha
(17.66 ha FROM ROLL 8-021-00 AND 9.16 ha FROM ROLL 8-022-00) IS UNDERDRAINED OUT OF THE WATERSHED AREA

WATERSHED BOUNDARY [Symbol]

SUB WATERSHED BOUNDARY [Symbol]

DRAIN LOCATION & DIRECTION
 OPEN DRAIN [Symbol] ←
 CLOSED DRAIN [Symbol] ←

BENCHMARK INFORMATION
 BM # 1 ELEV=100.00m [Symbol] BENCHMARK LOCATION DESC.

PROPOSED STRUCTURE [Symbol]

ACCESS ROUTE [Symbol]

DIRECTION OF SURFACE FLOW [Symbol]

ROLL NUMBER AFFECTED AREA (1-234) 1.23ha

SHARED ROLL NUMBER [Symbol]

NOTE: ELEVATIONS SHOWN ON THIS DRAWING ARE BASED ON GPS OBSERVATIONS USING THE CANNET VIRTUAL BASE STATION REFERENCE NETWORK, THE ELEVATIONS ARE BASED ON THE VERTICAL DATUM GEOID HT2_0. AERIAL PHOTOGRAPHY PROVIDED BY: COUNTY OF HURON. PARCELS PROVIDED BY: COUNTY OF HURON, DATED: JAN 2020

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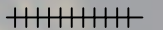

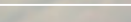






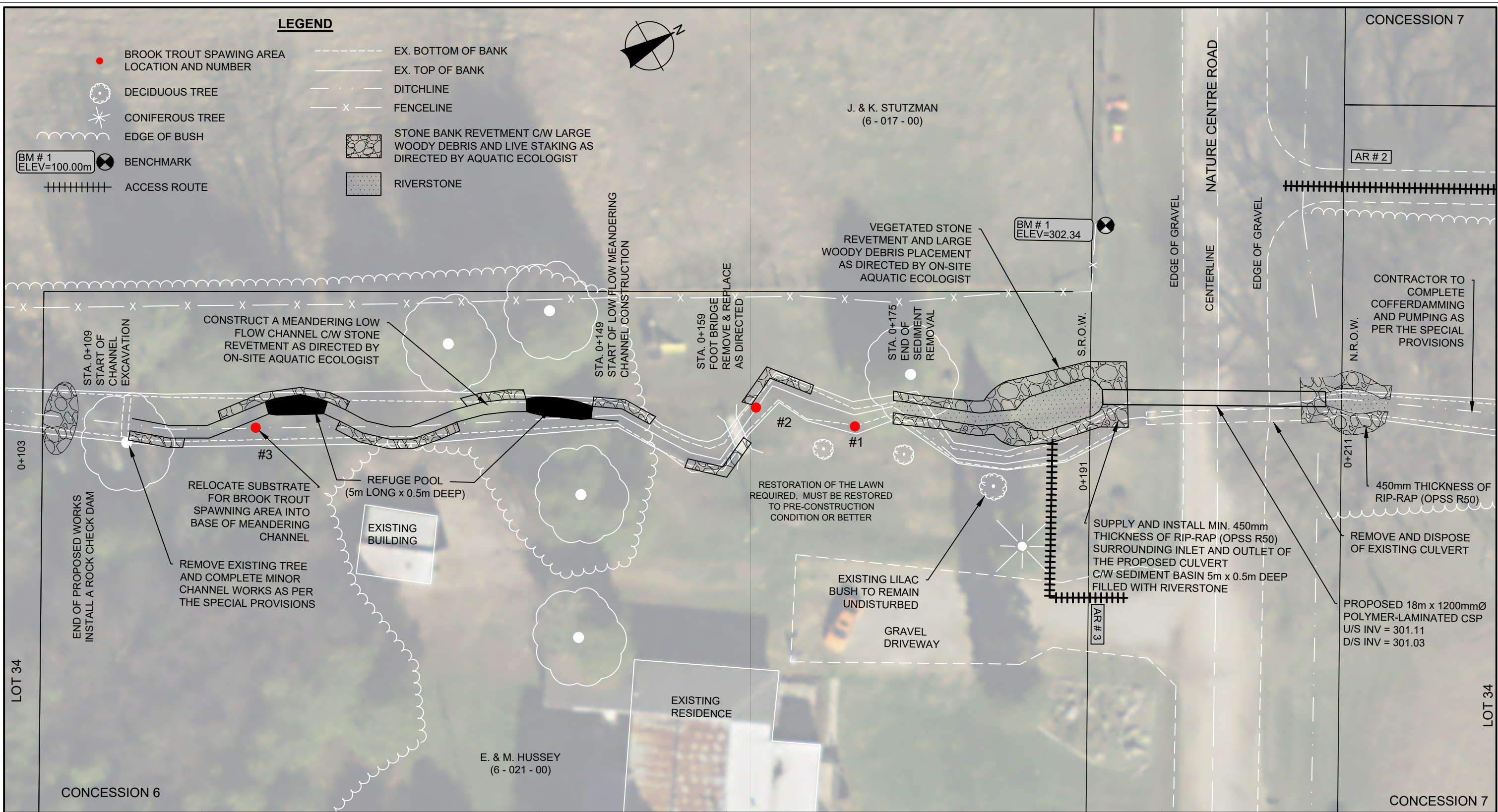
Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 WATERSHED PLAN

0 200 400 600m

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 1 of 11
Scale 1:10000	Project No. 300040864		

LEGEND

- BROOK TROUT SPAWING AREA LOCATION AND NUMBER
-  DECIDUOUS TREE
-  CONIFEROUS TREE
-  EDGE OF BUSH
-  BENCHMARK
-  ACCESS ROUTE
-  EX. BOTTOM OF BANK
-  EX. TOP OF BANK
-  DITCHLINE
-  FENCELINE
-  STONE BANK REVETMENT C/W LARGE WOODY DEBRIS AND LIVE STAKING AS DIRECTED BY AQUATIC ECOLOGIST
-  RIVERSTONE

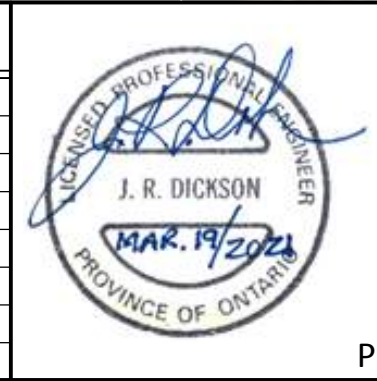


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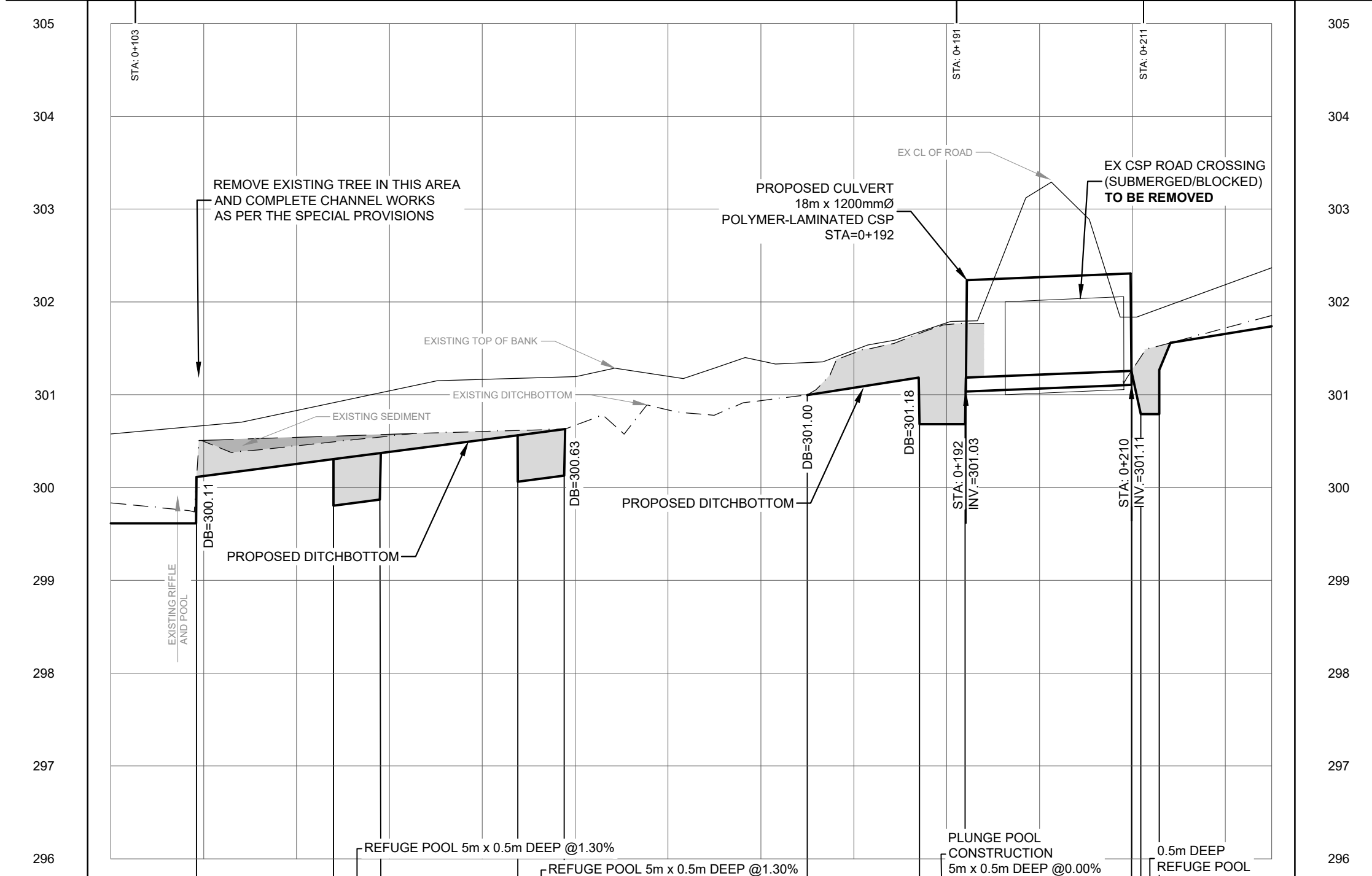


Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 NATURAL CHANNEL DESIGN



Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 2 of 11
Scale 1:300	Project No. 300040864		

DEPTH OF CHANNEL	0.54	0.58	0.66	0.65	0.52	0.36	0.43	0.43	0.61		DEPTH OF CHANNEL	
DEPTH OF DEEPENING	0.37	0.20	0.17	0.09				0.37	1.07	0.06	DEPTH OF DEEPENING	
LAND OWNER	E. & M. HUSSEY (6-021-00)									M. PLETCH (7-016-00)	LAND OWNER	
LOT & CON	LOT 34, CONC 6									NATURE CENTRE ROAD	LOT 34, CONC 7	LOT & CON



DESC. OF WORK	MEANDERING CHANNEL CONSTRUCTION AND VEGETATED STONE REVETMENT 15m @1.30%		MEANDERING CHANNEL CONSTRUCTION AND VEGETATED STONE REVETMENT 15m @1.30%		CHANNEL BANK IMPROVEMENT ONLY		SEDIMENT REMOVAL AND CHANNEL IMPROVEMENT 12m @1.57%		18m x 1200mmØ @0.40% POLYMER-LAMINATED CSP		MATCH TO EXISTING CHANNEL AS DIRECTED		DESC. OF WORK				
STATION	0+100	0+109 0+110	0+120	0+124	0+129 0+130	0+140	0+144	0+149 0+150	0+160	0+170	0+175	0+180 0+187 0+190 0+192	0+200	0+210 0+213 0+214	0+220	0+225	STATION

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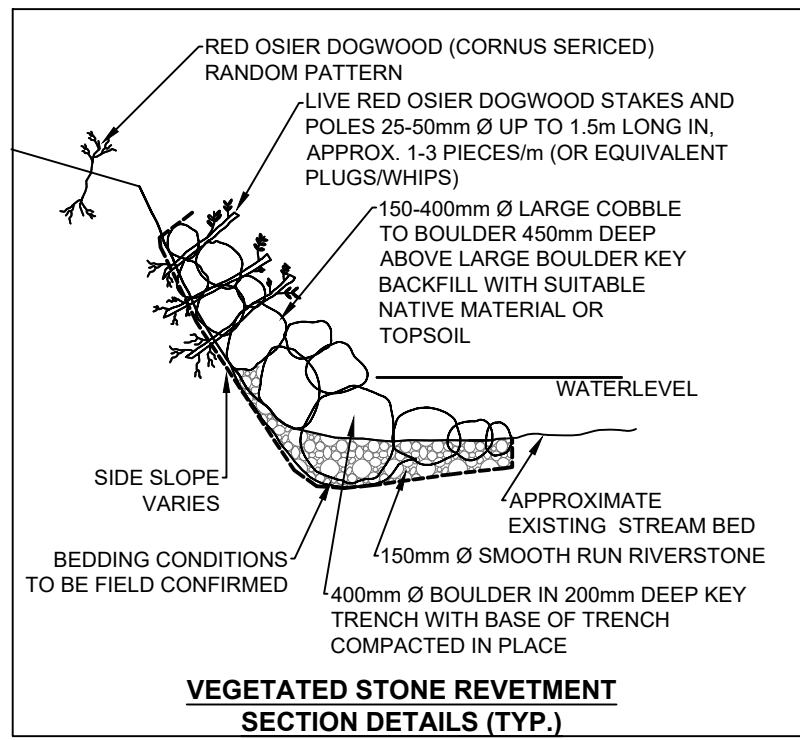
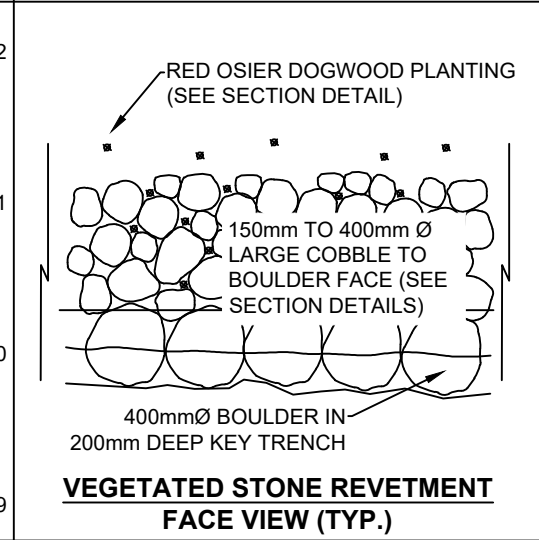
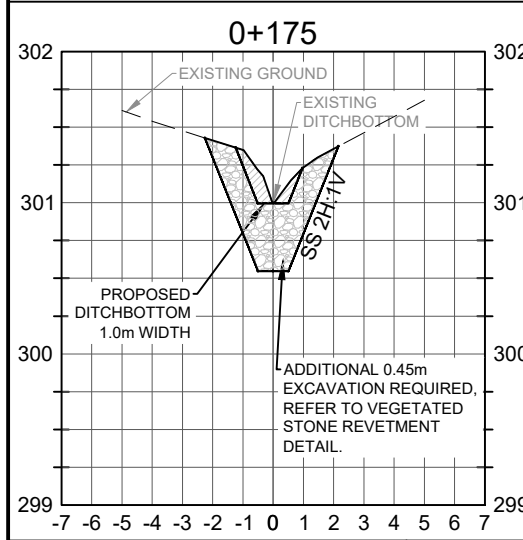
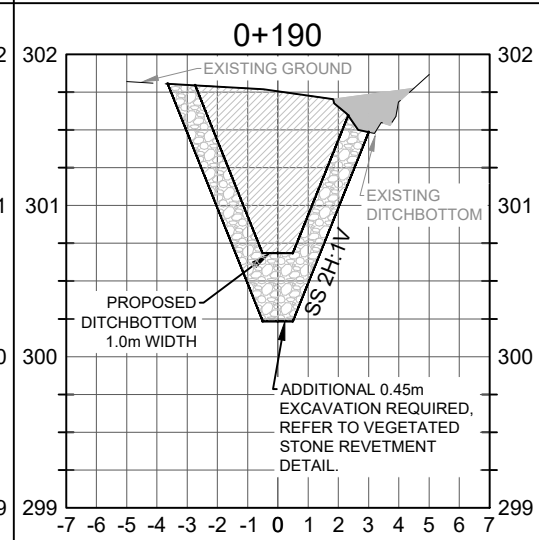
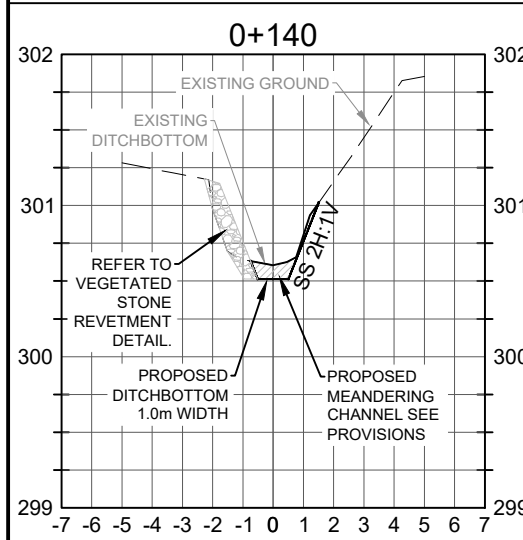
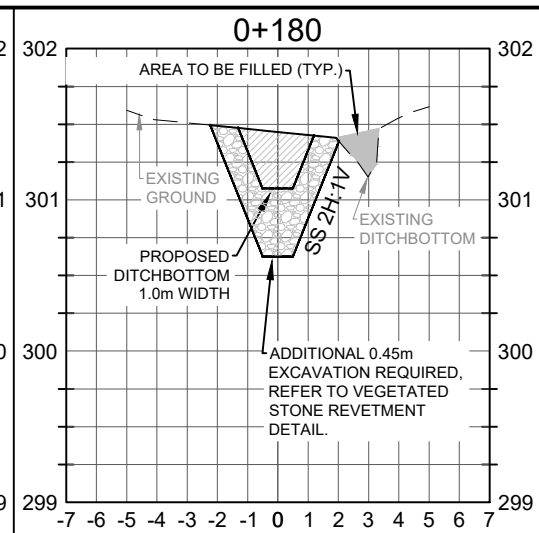
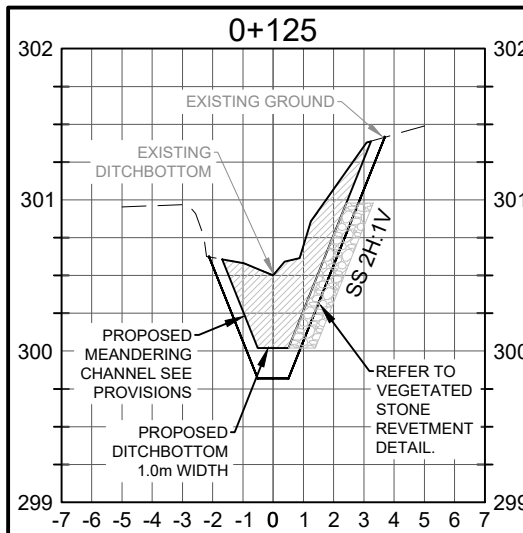
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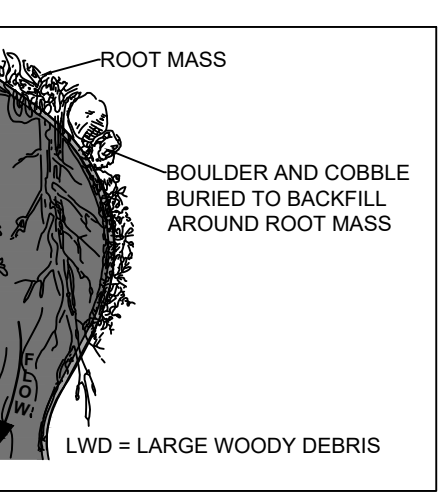
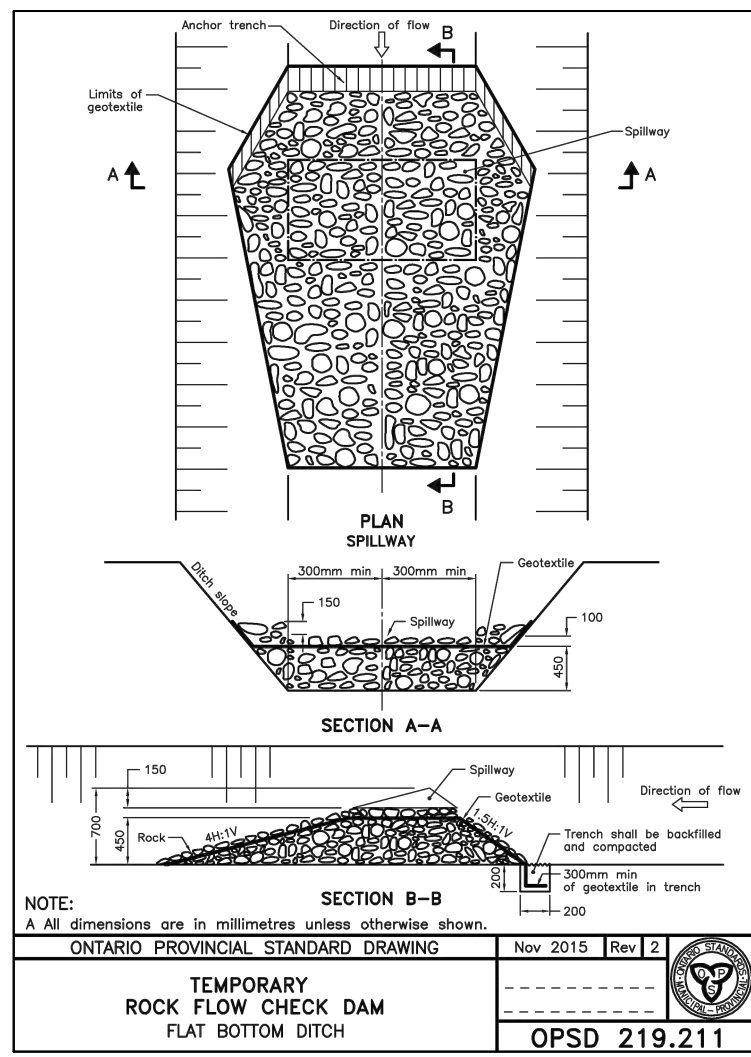
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Drawing Title (MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT PROFILE OPEN PORTION STA. 0+100 TO STA. 0+225			3of11
Drawn GAG	Checked TK	Date 2021/03/19	
Scale H 1:500 V 1:50	Project No. 300040864		



LARGE WOODY DEBRIS IN CHANNEL SAMPLE PHOTO



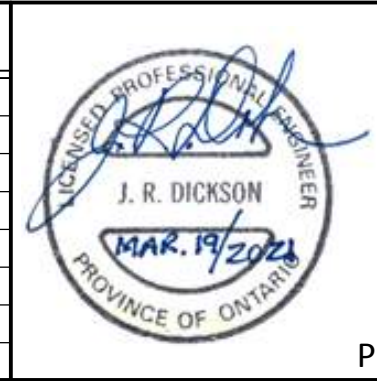
LARGE WOODY DEBRIS IN CHANNEL DETAIL

- NOTES:**
1. NATIVE SOIL FILL CAPABLE TO SUPPORT PLANT LIFE OR TOPSOIL TO BE MIXED WITH STONE AS PLACED TO FILL VOIDS AND TO BE WATERED IN AS WORK PROCEEDS.
 2. SEED MIX TAMPED INTO TOPSOIL: ONTARIO SEED COMPANY #8215 CREEK BANK SEED MIX, PLUS A NURSE CROP OF ANNUAL RYE.
 3. SEE SECTION VIEW FOR BEDDING, TOPSOIL AND SEEDING DETAILS.

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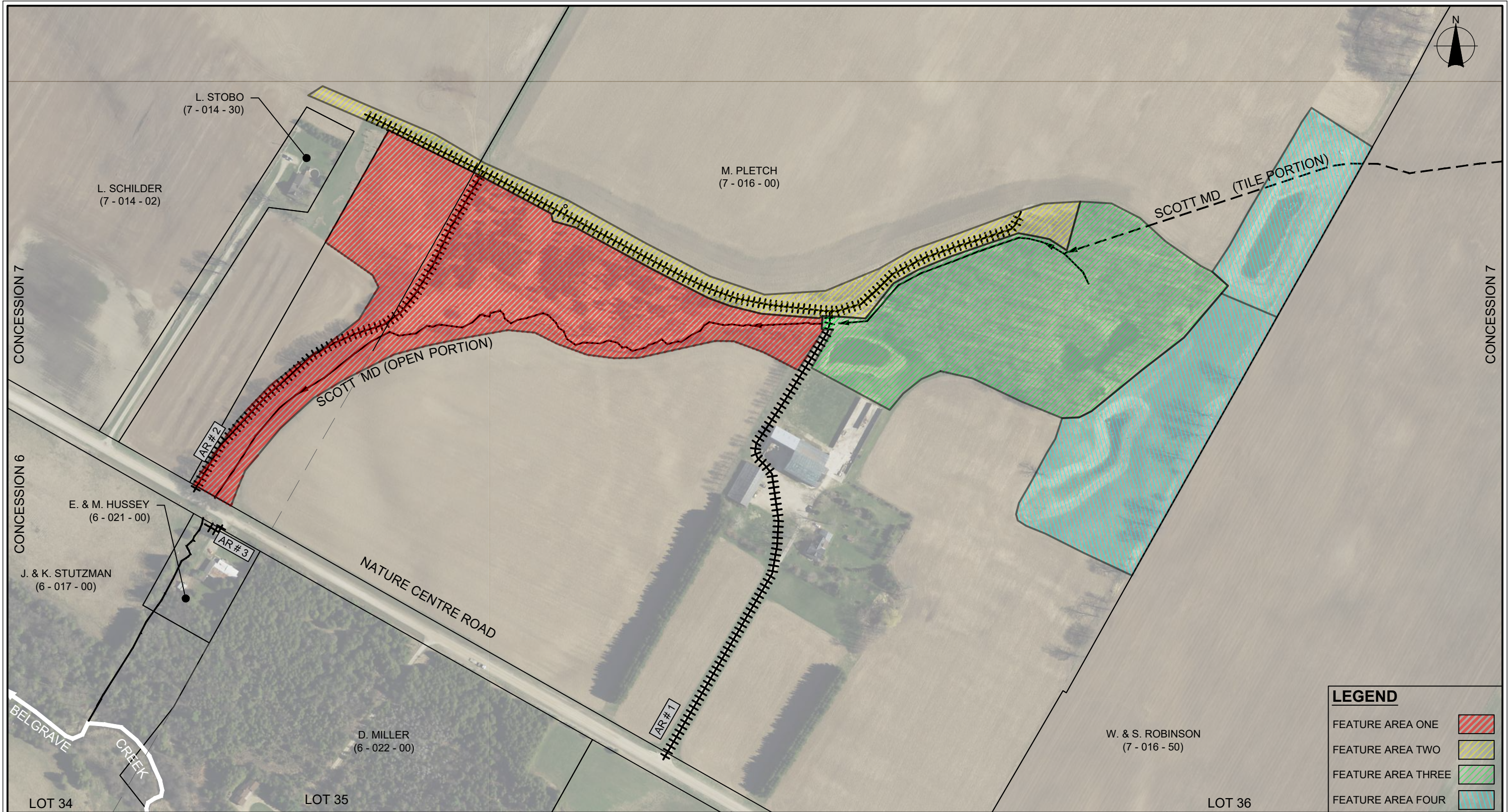
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Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 DETAILS

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 4of11
Scale AS SHOWN	Project No. 300040864		



LEGEND	
FEATURE AREA ONE	
FEATURE AREA TWO	
FEATURE AREA THREE	
FEATURE AREA FOUR	

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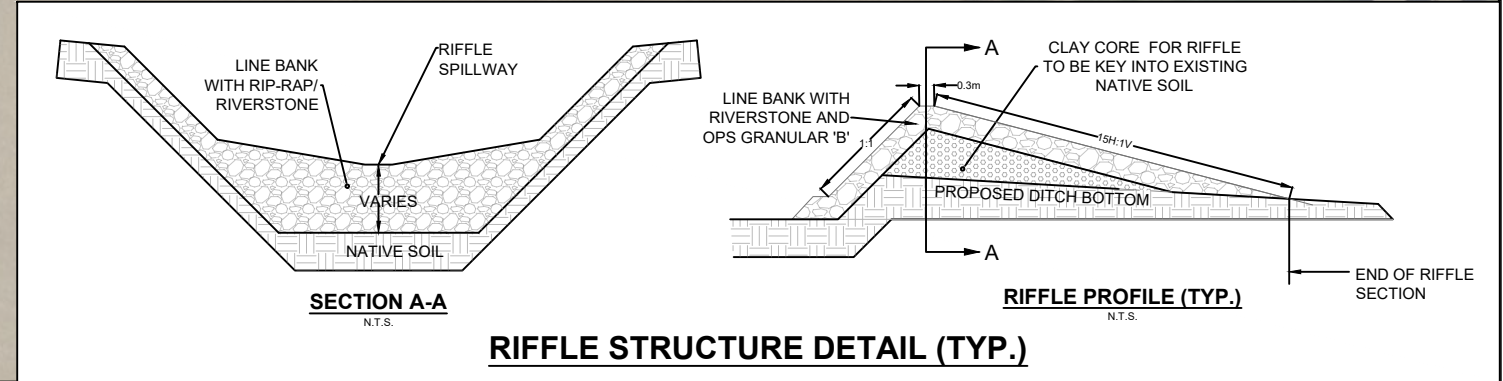
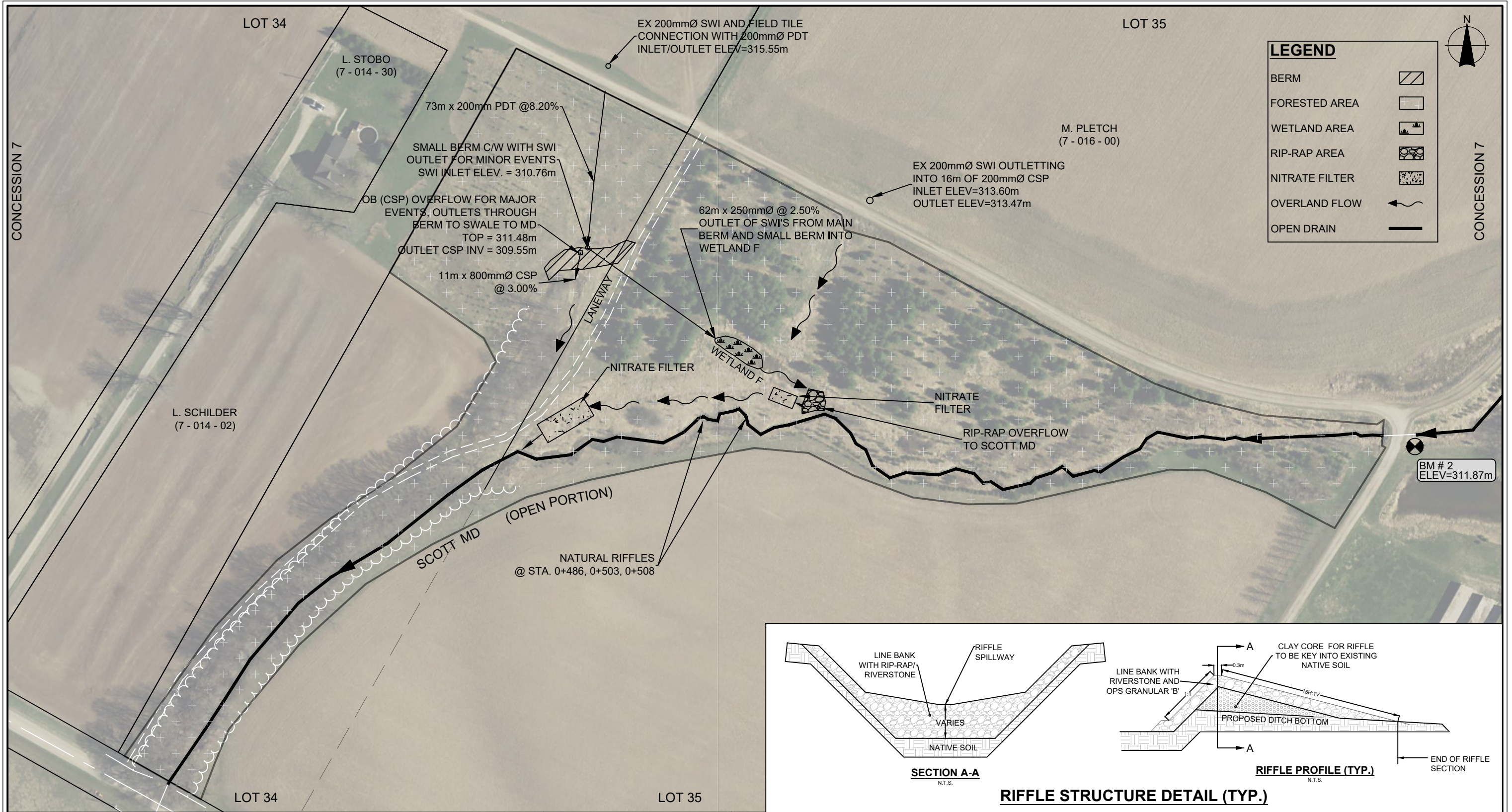
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Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA KEY PLAN

0 60 120 180m

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 5of11
Scale 1:3000	Project No. 300040864		



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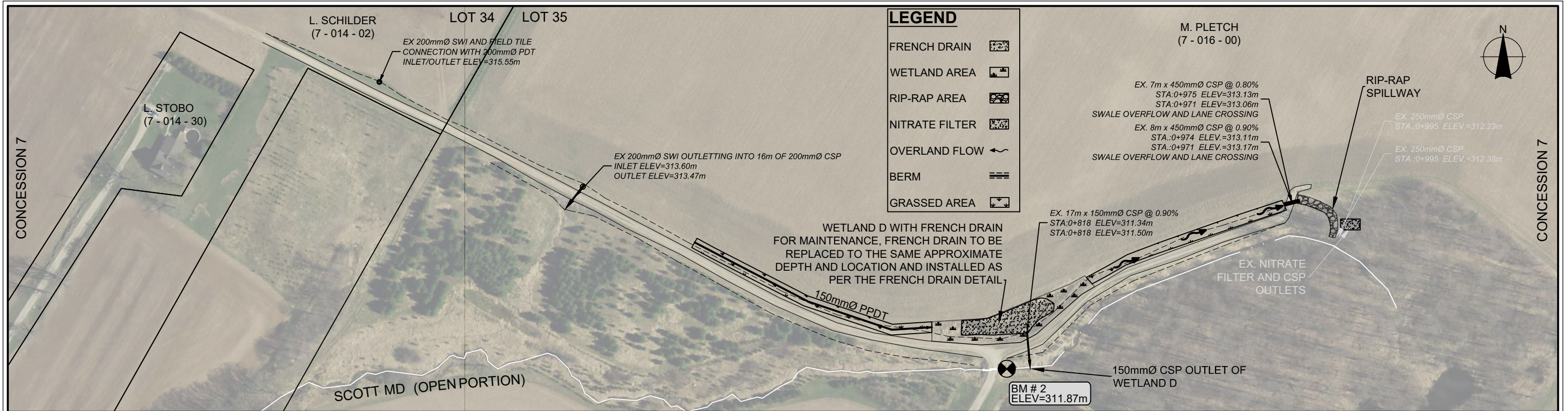
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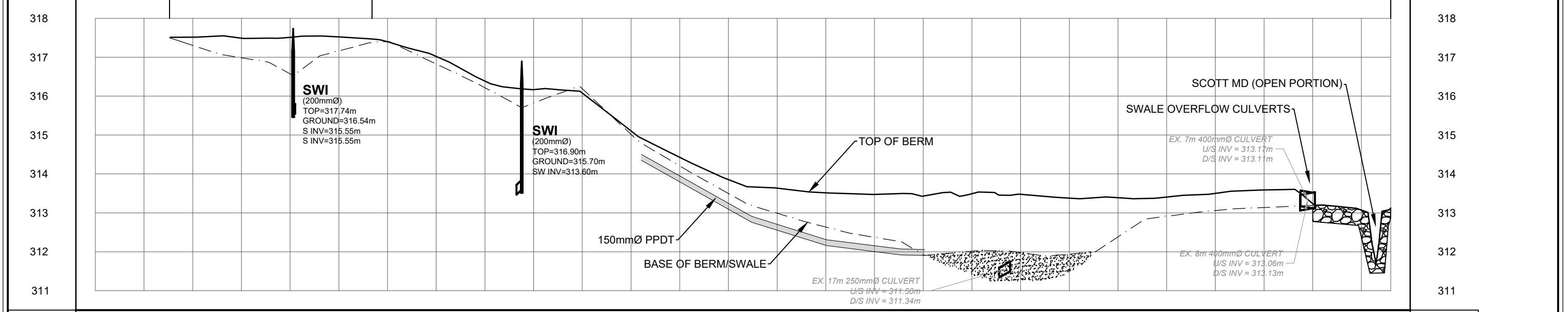
Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA ONE

0 30 60 90m

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 6 of 11
Scale 1:1500	Project No. 300040864		



LAND OWNER	L. SCHILDER (7-014-02)	M. PLETCH (7-016-00)	LAND OWNER
LOT & CON	LOT 34, CON. 7	LOT 35, CON. 7	LOT & CON



STATION	B0+000	B0+050	B0+100	B0+150	B0+200	B0+250	B0+300	B0+350	B0+400	B0+450	B0+500	B0+550	B0+600	B0+650	B0+665	STATION
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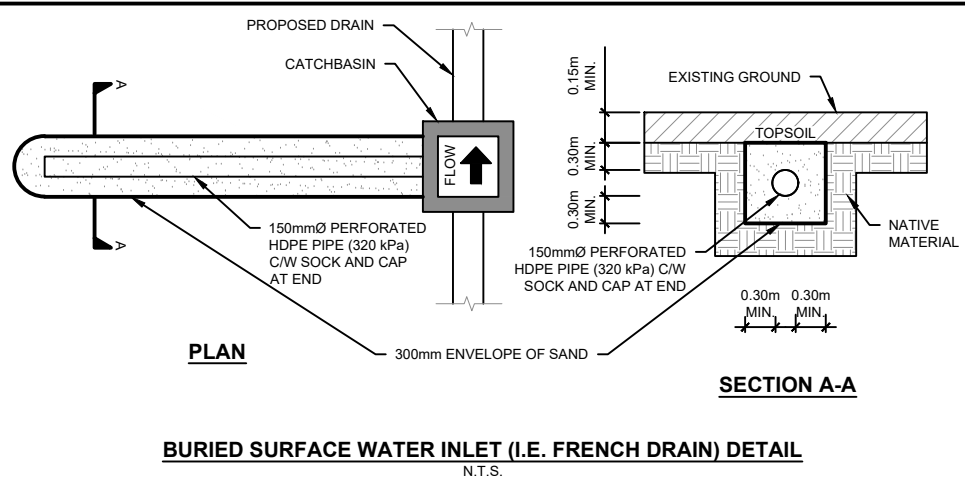
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Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA TWO

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 7 of 11
Scale 1:2000	Project No. 300040864		



M. PLETCH
(7 - 016 - 00)



LEGEND	
FOREST AREA	
WETLAND AREA	
RIP-RAP	
GRASSED AREA	
OVERLAND FLOW	
TRAIL	
SEDIMENT BASIN	
OPEN DRAIN	
CLOSED DRAIN	
FRENCH DRAIN	

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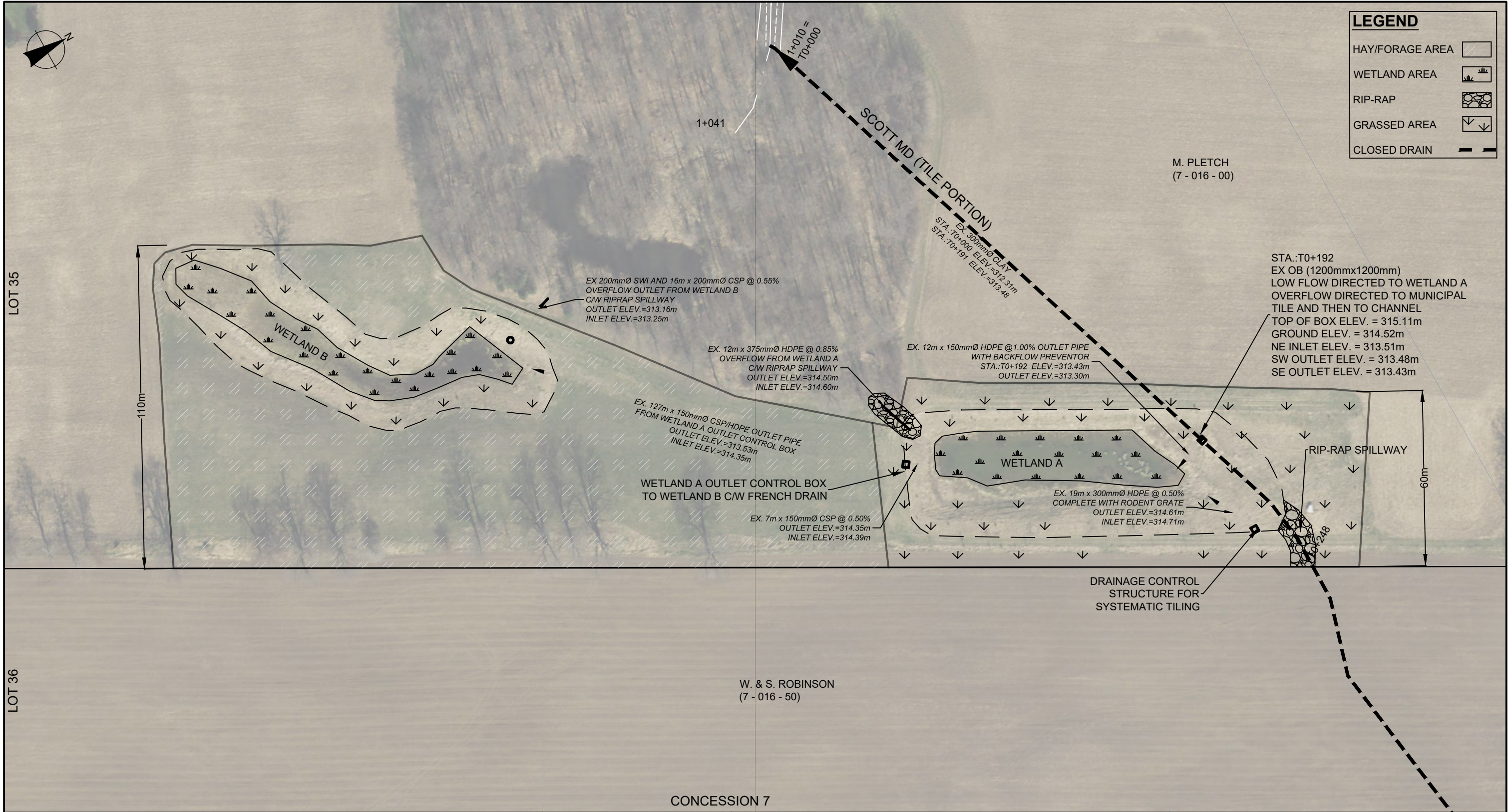
Client
TOWNSHIP OF NORTH HURON
 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA THREE

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 8 of 11
Scale 1:1000	Project No. 300040864		



LEGEND	
HAY/FORAGE AREA	
WETLAND AREA	
RIP-RAP	
GRASSED AREA	
CLOSED DRAIN	



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 3. This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

NOT FOR CONSTRUCTION

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DFO REVIEW	2020/05/06	JRD
2	ISSUED FOR MUNICIPAL REVIEW	2020/10/16	JRD
3	ISSUED FOR ENGINEER'S REPORT	2020/12/04	JRD
4	REVISED ENGINEER'S REPORT	2021/03/19	JRD



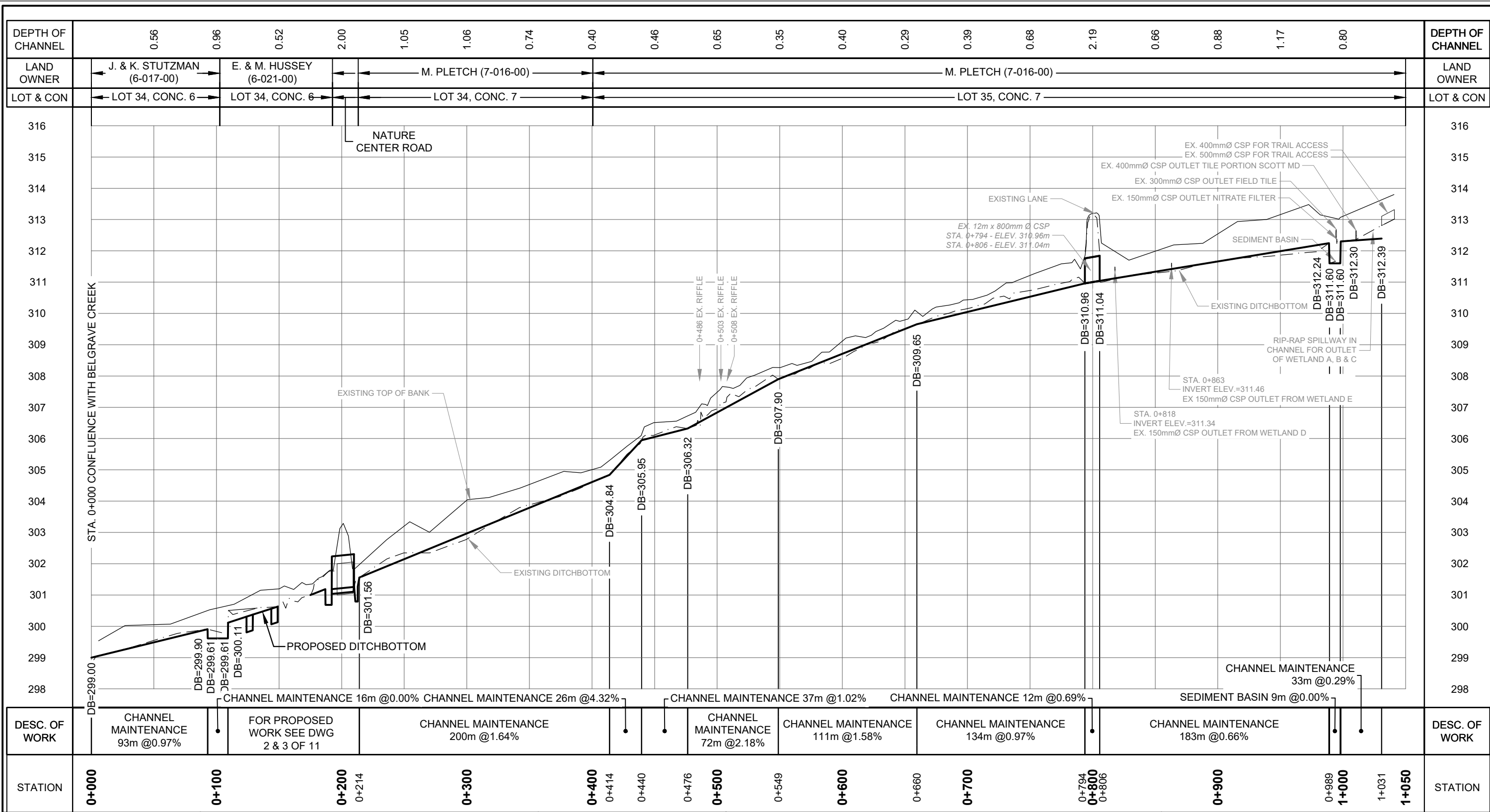
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TOWNSHIP OF NORTH HURON
 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA FOUR

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 9 of 11
Scale 1:1250	Project No. 300040864		

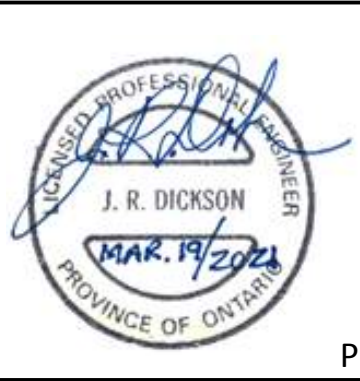


DESC. OF WORK	STATION	DESC. OF WORK	STATION
CHANNEL MAINTENANCE 93m @0.97%	0+000	CHANNEL MAINTENANCE 183m @0.66%	0+900
FOR PROPOSED WORK SEE DWG 2 & 3 OF 11	0+100	CHANNEL MAINTENANCE 134m @0.97%	0+700
CHANNEL MAINTENANCE 200m @1.64%	0+300	CHANNEL MAINTENANCE 111m @1.58%	0+600
CHANNEL MAINTENANCE 72m @2.18%	0+500	CHANNEL MAINTENANCE 37m @1.02%	0+500
CHANNEL MAINTENANCE 33m @0.29%	0+800	CHANNEL MAINTENANCE 26m @4.32%	0+300
SEDIMENT BASIN 9m @0.00%	0+900	CHANNEL MAINTENANCE 12m @0.69%	0+700

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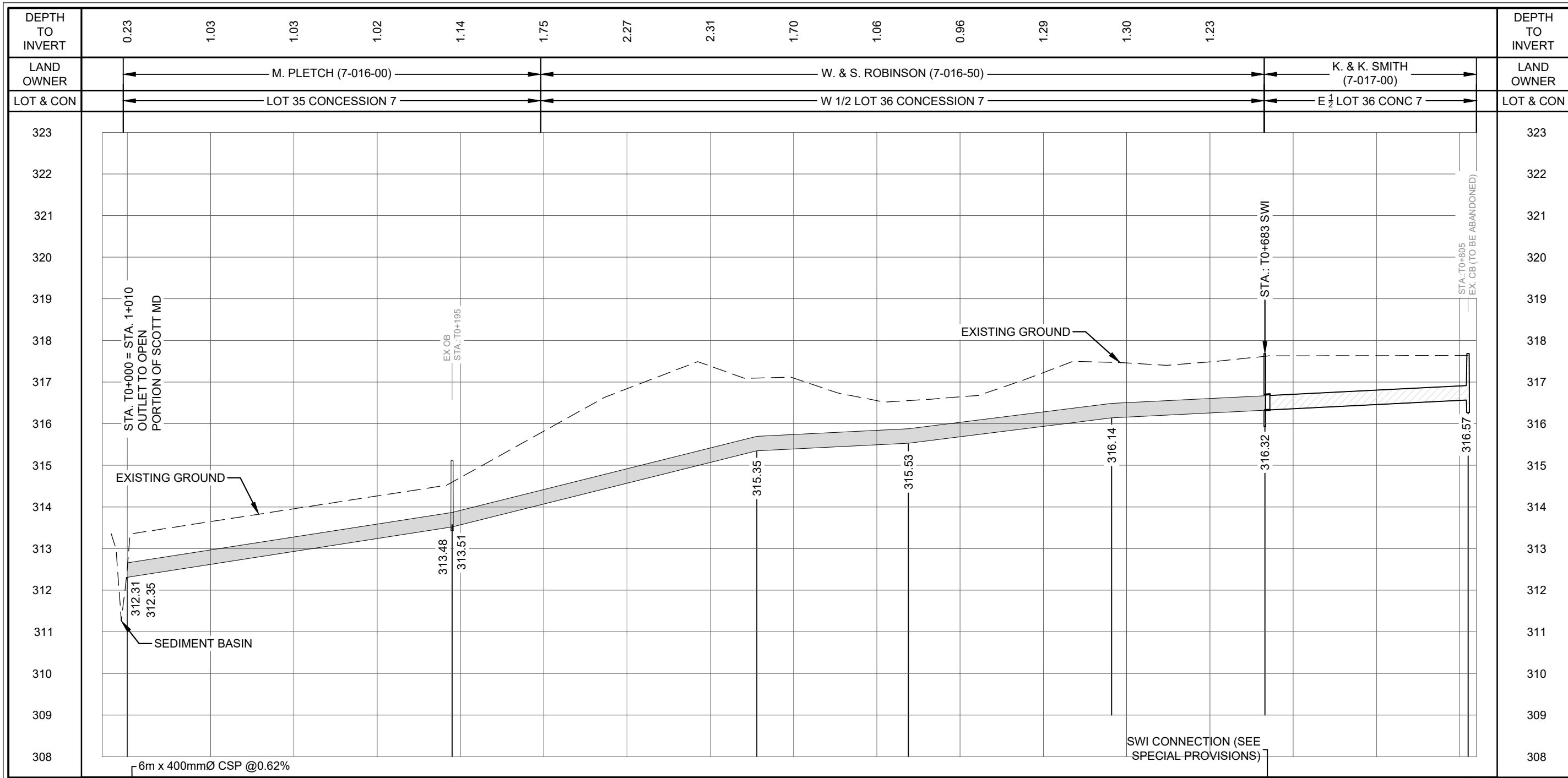
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Client
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 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 PROFILE - OPEN PORTION

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 10 of 11
Scale H 1:3000 V 1:120	Project No. 300040864		



DESC. OF WORK	STATION	DESC. OF WORK
6m x 400mmØ CSP @0.62%	T-0+015	
189m x 350mmØ CLAY @0.62%	T0+000 T0+006	
	T0+100	
	T0+195 T0+200	
	T0+300	
	T0+378	
	T0+400	
	T0+469	
	T0+500	
	T0+591 T0+600	
	T0+683	
	T0+700	
	T0+800	

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Client
TOWNSHIP OF NORTH HURON
 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 PROFILE - CLOSED PORTION

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 11 of 11
Scale H 1:2000 V 1:80	Project No. 300040864		





PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

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

www.huroncounty.ca

To: Reeve Bailey, Members of Council
Carson Lamb (Clerk), Township of North Huron
From: Monica Walker-Bolton, Planner
RE: Site Plan, 692 Queen Street, Blyth, Municipality of North Huron
Date: March 31, 2021

RECCOMENDATION

It is recommended that the application for site plan approval be **approved** and an agreement be signed between the owner and the Township of North Huron.

PURPOSE AND DESCRIPTION

This report is provided for the Township of North Huron Council meeting for their meeting on April 6, 2021.

The applicant is looking to propose a four-unit apartment building on the property known as 692 Queen Street. The building development is proposed to be 426.6 square meters in area and 6.4 meters in height. The subject property is designated 'Residential' in the North Huron Official Plan and is zoned R2 (Residential Medium Density) in the North Huron Zoning Bylaw.

COMMENTS

Planning

The 'Residential' designation and 'Residential Medium Density' zone both permit buildings such as the proposed four-unit apartment building. The site plan complies with the North Huron Official Plan and the zone provisions and building regulations of a quadruplex in the North Huron Zoning Bylaw.

The Huron County Residential Intensification Guideline (RIGs) provides guidance to developers of residential developments such as the proposed apartment building. With reference to the RIGs, the following comments are offered to indicate whether the guideline is met, somewhat met or not met. Since the guideline offering suggestions rather than policy or applicable law, the application for site plan is recommended for approval even though not all of the guidelines are met.

New "plexes" should be designed to resemble a single detached dwelling.

– Somewhat met.

Where possible, minimize the number of primary entrance doors facing the street by locating additional entrances at the side or rear of the building where possible or by splitting entrances with an interior foyer.

- Met

The provision of private outdoor amenity space via balconies, porches, etc. is strongly encouraged.

- Met

Parking areas should be designed in accordance with the parking guidelines in Section 3.0 and should be screened from adjacent properties and public streets.

– Not met – guideline discourages parking in the front yard.

When siting a new 'plex' development, consider the setback guidelines in Section 3.0.

– Not met – guideline discourages large front yard setbacks and parking in front yard.

North Huron Staff, Township Engineer, and Huron County Public Works

Comments were received from the Huron County Public Works department identifying issues with storm water management, the site plan submitted on March 31st and securities provisions of the agreement address the storm water issues.

SITE PLAN AGREEMENT

The purpose of the site plan agreement is to ensure development of the lands occurs in accordance with the plans and supporting documentation submitted by the developer, including:

- 692 Queen Street, Blyth, Site Plan and Lot Grading and Servicing Plan (Drawing No. 1), prepared by GM BluePlan Engineering Limited, dated March 31, 2021

The developer is responsible for all on-site costs associated with the proposed development.

OTHERS CONSULTED

- The Development Review Committee (Chief Building Official, Kirk Livingston; Public Works Director, Jamie McCarthy; Township Engineer, Bruce Potter)
- Marty Bedard, Fire Chief
- Huron County Public Works (Steven Lund)
- Maitland Valley Conservation Authority (Patrick Huber-Kidby; Steve Jackson)



Monica Walker-Bolton, Planner

Site Plan Agreement

Owner/Applicant: Rutling Holdings Ltd.

*PLAN 173 PT BLK E, Blyth Ward, Township of North Huron
692 Queen St.*

April 6, 2021



Proposing a four unit apartment building

Zone: R2 (Residential Medium Density)

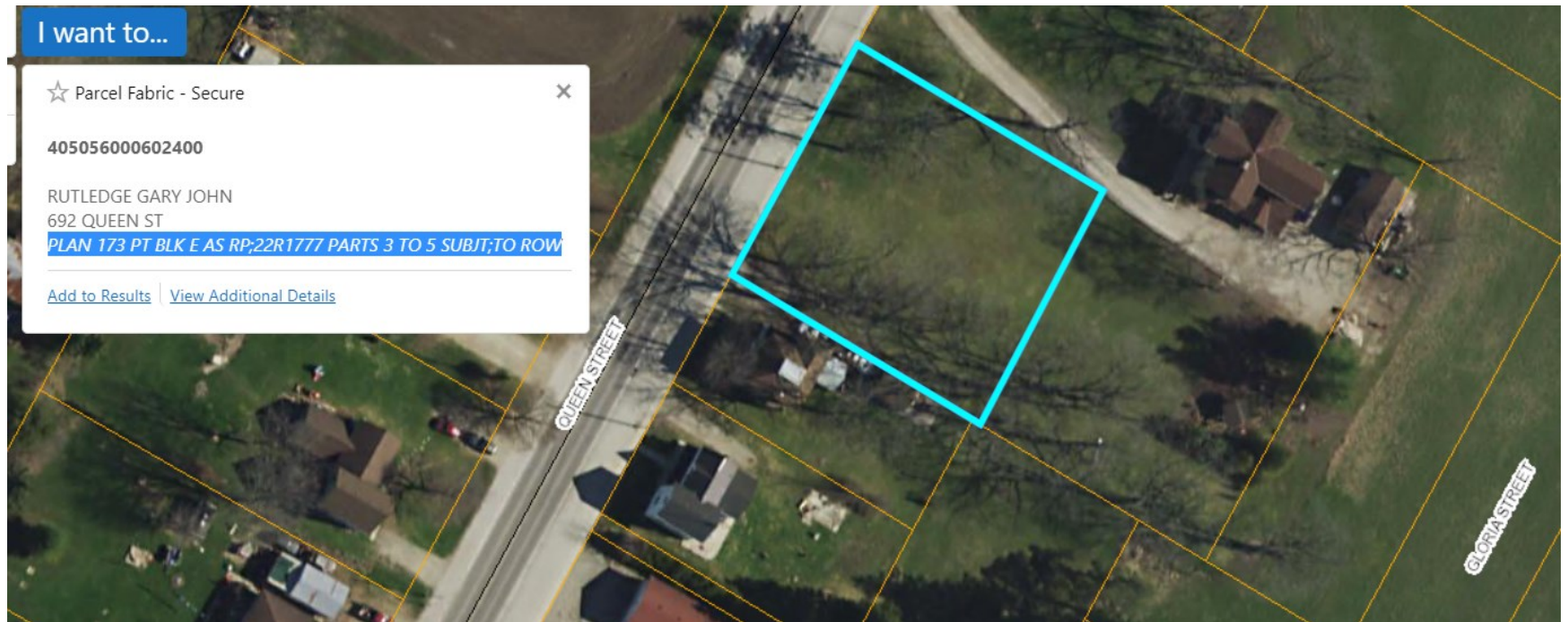
Land Use Designation: Residential

Fronting along Queen Street

Submitted drawings reviewed by BM Ross for NH, Huron County Public Works, Planning and North Huron staff

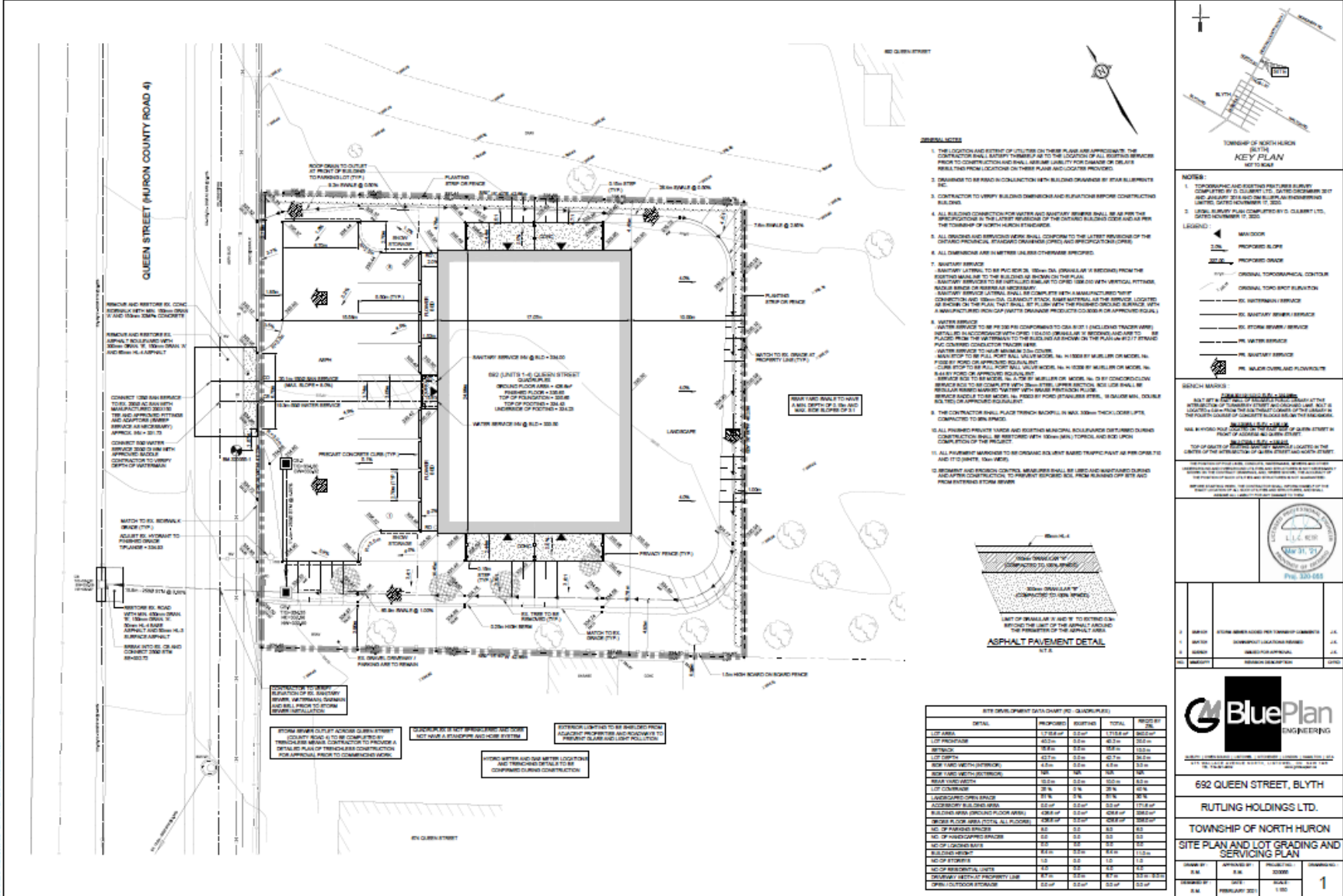


Subject Property



Subject Property





SITE DEVELOPMENT DATA SUMMARY (SQ. METERS)				
DETAIL	PROPOSED	EXISTING	TOTAL	PERCENT
LOT AREA	17382.87	522.47	17905.34	268.74
LOT FOOTPRINT	4321.33	1117.19	5438.52	30.41
LOT COVER	24.86	21.36	46.22	0.26
LOT OPEN	13061.54	3105.28	16166.82	90.74
ROAD FARE (WITH OFFSET)	4.03	1.50	5.53	0.03
ROAD FARE PROPORTION	0.02	0.28	0.30	0.00
ROAD VARE (WITH)	2.63	1.50	4.13	0.02
LOT COVERAGE	27.49	3.28	30.77	0.17
LANDSCAPED PERCENTAGE	18.18	0.00	18.18	0.10
ACCESSORY BUILDING AREA	110.47	0.00	110.47	0.63
BUILDING AREA (GROUND FLOOR AREA)	1084.67	0.00	1084.67	6.26
BUILDING AREA (TOTAL FLOOR AREA)	1084.67	0.00	1084.67	6.26
NO. OF PARKING SPACES	40	0	40	0.23
NO. OF PARKING SPACES	40	0	40	0.23
BUILDING HEIGHT	6.00	1.50	7.50	0.42
NO. OF STORIES	3	1	4	0.22
NO. OF RESIDENTIAL UNITS	4	0	4	0.02
DETAILED AREA AT PROPERTY LINE	87.41	0.00	87.41	0.50
OPEN FOOTCANDLE PERCENTAGE	10.47	10.47	20.94	1.18

CONTRACTOR TO VERIFY LOCATION OF SANITARY SERVICE, EXISTING (IF ANY), AND TO BE INSTALLED PRIOR TO COMMENCED WORK.

CONTRACTOR TO VERIFY LOCATION OF WATER SERVICE, EXISTING (IF ANY), AND TO BE INSTALLED PRIOR TO COMMENCED WORK.

CONTRACTOR TO VERIFY LOCATION OF GAS SERVICE, EXISTING (IF ANY), AND TO BE INSTALLED PRIOR TO COMMENCED WORK.

CONTRACTOR TO VERIFY LOCATION OF ALL SERVICES, EXISTING (IF ANY), AND TO BE INSTALLED PRIOR TO COMMENCED WORK.

CONTRACTOR TO VERIFY LOCATION OF ALL SERVICES, EXISTING (IF ANY), AND TO BE INSTALLED PRIOR TO COMMENCED WORK.

DATE: 15/02/2021 11:48 AM

692 Queen St. - Proposed 4 unit apartment building



TOWNSHIP OF NORTH HURON

REPORT

Item No. 2021-07

REPORT TO: Reeve Bailey and Members of Council
PREPARED BY: Carson Lamb, Clerk
DATE: 06/04/2021
SUBJECT: CL-2021-07 Cannabis Policy Statement
ATTACHMENTS: Draft North Huron Cannabis Policy Statement

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the report of the Clerk, dated April 6, 2021 regarding the Cannabis Policy Statement, for information purposes;

AND FURTHER, THAT Council hereby approves the Cannabis Policy Statement, as presented;

AND FURTHER, THAT Council directs the Clerk to prepare a by-law for the April 19, 2021 Regular meeting to adopt the Cannabis Policy Statement.

EXECUTIVE SUMMARY

At the March 15, 2021 meeting, Council adopted the following motion to permit cannabis retail locations in North Huron:

M85/21

MOVED BY: T. Seip

SECONED BY: K. Falconer

THAT the Council of the Township of North Huron hereby receives the report of the Clerk, dated March 15, 2021 regarding the Reconsideration of the Opt-Out of Cannabis Retail Locations in North Huron, for information purposes;

AND FURTHER, THAT Council hereby agrees to permit the licensing of cannabis retail locations within its jurisdiction;

AND FURTHER, THAT staff be authorized to notify the Alcohol and Gaming Commission of Ontario (AGCO) regarding Council's decision;

AND FURTHER, THAT staff be directed to prepare a draft Cannabis Policy Statement for consideration by Council;

AND FURTHER, THAT staff be directed to present a report at a future meeting regarding the allocation of North Huron's \$10,000 Cannabis Implementation Legalization Funds.

For (5): B. Bailey, T. Seip, K. Falconer, R. McBurney, and A. van Hittersum

Against (2): P. Heffer, and C. Palmer

DISCUSSION

In accordance with M85/21, staff drafted a Cannabis Policy Statement for Council's consideration. The attached draft statement is based on best practices from the City of Owen Sound and the Town of Goderich. The draft policy has been structured as follows:

1) Background

The background section of the policy provides information on the processes and legislative requirements related to cannabis legalization and distribution in the Province of Ontario. This section includes reference to the Cannabis Act; the Cannabis Licence Act, 2018; Ontario Regulation 468/18; and the processes implemented by the Alcohol and Gaming Commission of Ontario (AGCO) in their approval of applications.

2) Purpose and Vision

The purpose and vision section of the policy outlines the reason for which the policy is being created. As Council is aware, the main intention of the policy is to establish a document for the Township of North Huron to provide input to the Alcohol and Gaming Commission of Ontario (AGCO) during the 15-day commenting period. Additionally, this policy will help prospective recreational cannabis retailers in their consideration of locations for cannabis retail stores within the Township of North Huron.

3) Principles for Cannabis Retail Store Locations

The purpose of this section is to provide the operating principles that guide municipal staff when commenting to AGCO on a proposed cannabis retail store site. This section includes reference to provincial authority and applicable legislation.

4) Cannabis Retail Stores and Sensitive Activities

This section outlines properties within North Huron that are designed to serve youth or persons with mental health or addiction challenges. While North Huron cannot restrict stores from opening at these locations, the policy discourages retail cannabis stores within 100-metres of these locations in an effort to help ensure public health and safety, protect youth and reduce illegal sales. The listed locations were chosen because they are considered to be locations in North Huron where vulnerable members of the public may congregate. For example, the North Huron Westcast Community Complex is included on the sensitive areas list because it is a hub for adolescents to participate in physical activities.

These identified locations and areas would be in addition to the already regulated 150-metre distance for schools as defined by the Education Act.

Additionally, maps of the Wingham, Blyth and East Wawanosh wards are attached to the policy as appendices. These maps identify schools in North Huron and their 150-metre buffer zone, as well as the sensitive locations listed within the policy and their proposed 100-metre buffer zone.

FINANCIAL IMPACT

None at this time.

FUTURE CONSIDERATIONS

Once completed, the North Huron Cannabis Policy Statement will be provided to the AGCO for consideration during the review process of potential future retail cannabis locations within the municipality.

RELATIONSHIP TO STRATEGIC PLAN

As this report stems from direction provided by Council in motion M85/21, no consideration was given to the Township of North Huron's Strategic Plan.



Carson Lamb, Clerk



Dwayne Evans, CAO



Municipal Cannabis Policy Statement

Background

- Bill C-45, the Cannabis Act came into effect on October 17, 2018. The Act legalizes access to recreational cannabis in Canada and controls and regulates how cannabis is grown, distributed and sold.
- In Ontario, the Cannabis Licence Act, 2018 and Ontario Regulation 468/18 provide the Registrar of the Alcohol and Gaming Commission of Ontario (AGCO) with the authority to establish standards and requirements respecting the licensing of retail cannabis stores.
- Under Ontario Regulation 468/18, municipalities are not authorized to pass by-laws under the Municipal Act, 2001 with respect to business licensing or under the Planning Act with respect to zoning, interim control or site plan control with respect to retail cannabis stores.
- Ontario Regulation 468/18 provided municipalities with a one-time opportunity to opt out of retail cannabis sales within the municipality.
- Under these standards, a licensee is required to comply with the Registrar's Standard for Cannabis Retail Stores as well as other applicable law.
- The AGCO will have a 15-day window for municipal comments respecting the proposed location of a retail cannabis store within a local municipality. Notice will be provided through the AGCO website and posted at the site of a proposed retail store.
- The AGCO Registrar is not obligated to decline a store licence where a municipality or a member of the public provides a submission that is not supportive of a proposed location.
- The Registrar has mandated a 150-metre setback from schools where no retail cannabis store would be permitted to be located.

Purpose and Vision

The purpose of this policy statement is to establish a document for the Township of North Huron to provide input to the Alcohol and Gaming Commission of Ontario (AGCO) during the 15-day commenting period. Additionally, this policy will help prospective recreational cannabis retailers in their consideration of locations for cannabis retail stores in the Township of North Huron.

Principles for Cannabis Retail Store Locations

The AGCO is the provincial authority that licenses cannabis retail operators, authorizes cannabis retail locations and licenses senior store staff. Municipal governments have no licensing authority.

The AGCO regulates and reviews all aspects of the retail operation including municipal and public input, that the proposed store location is consistent with the public interest as defined in the regulations.

The Corporation of the Township of North Huron has chosen to allow retail sales of recreational

cannabis. The following provides municipal staff with guidance on commenting to AGCO when notice on a specific proposed cannabis retail store site is provided on the site location.

Relationship to Other Applicable Law:

- **Land Use Planning:** The provincial licensing process does not remove the requirement to comply with the zoning by-law and other municipal planning documents. The definitions within the municipalities Official Plan and Zoning By-law are applicable to all retail, including cannabis retail stores. Retail sale of cannabis from a provincially licenses store is legal an is a permitted use in the retail zones.
- **Municipal Building Inspections:** While the licensing of the store operation is the responsibility of the AGCO, the Building Code applies to cannabis retail store locations. Therefore, where a building permit is required, the building inspector will undertake duties as usual. Fire Code compliance is also mandatory.

Cannabis Retail Stores and Sensitive Activities

In order to help ensure public health and safety, protect youth and reduce illegal sales, retail cannabis stores are discouraged where nearby properties are designed to serve youth or other sensitive facilities that service persons with mental health or addiction challenges including:

100-metres from:

- Wingham and District Hospital
- Wingham Community Psychiatric Services
- Alice Munro Library, Wingham
- North Huron Children’s Centre, Wingham
- North Huron Wescast Community Complex, Wingham
- Cruickshank Park, Wingham
- Splashpad Park, Wingham
- Lions Pavilion, Wingham
- Riverside Park and Ball Diamonds, Wingham
- Wingham Ecological Park
- Belgrave Community Centre
- Belgrave Community Park
- Blyth & District Community Centre
- Blyth Campground
- Blyth Memorial Hall
- Horticulture Park, Blyth
- Blyth Butterfly Garden
- Blyth Memorial Park
- Blyth Skate Park
- Lions Park, Blyth

NOTE: Ontario Regulation restricts a cannabis retail store from being located within a distance of 150-metres of public and private schools. The Township cannot adopt a greater distance. The distance buffer

would be measured from the property line, if the school is the primary or only occupant of a building; or the boundary of any space occupied by the school within the building, if the school shares space, like in a mall.

Appendices

Appendix 1: Wingham Ward Map

Appendix 2: Blyth Ward Map

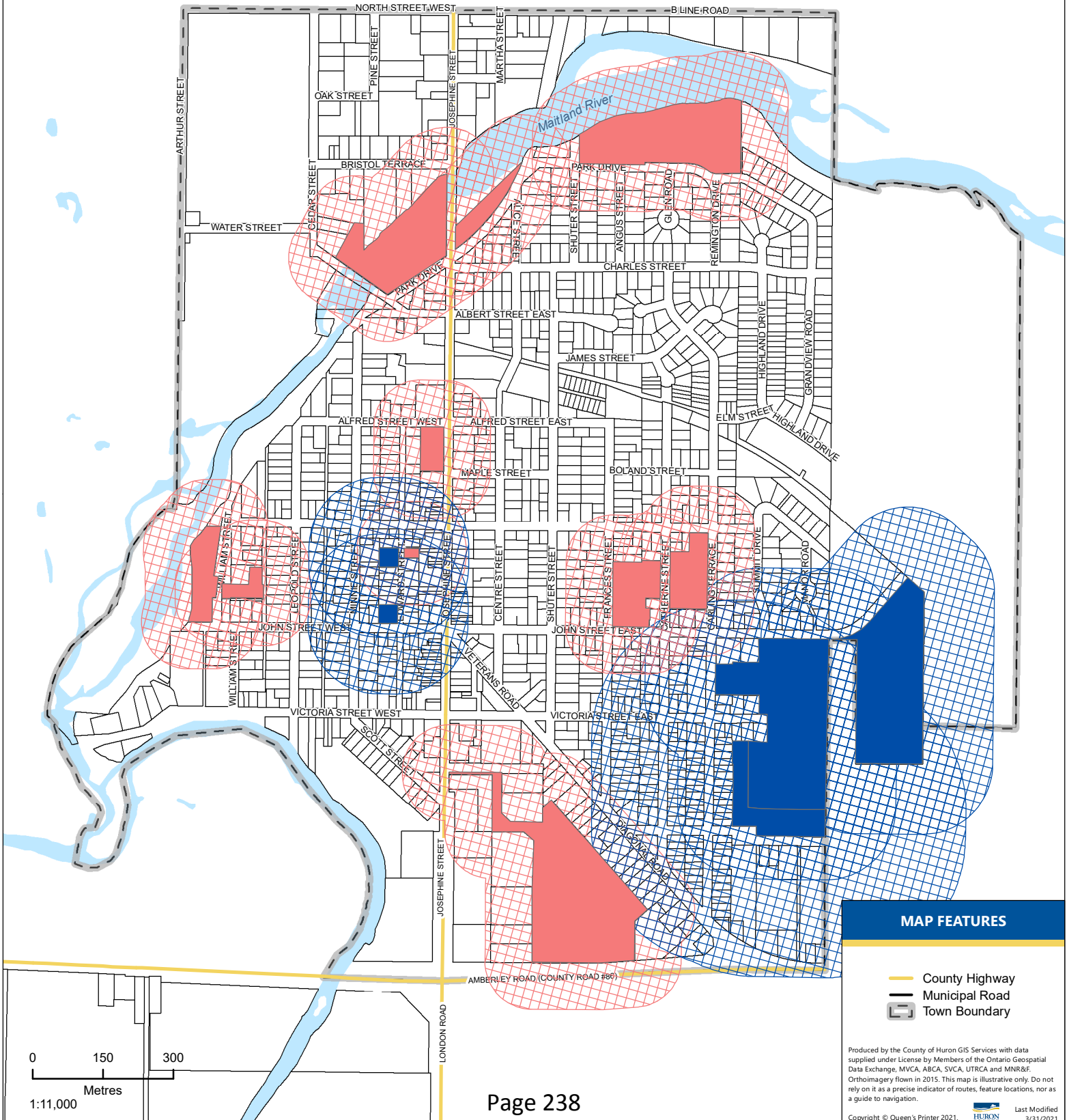
Appendix 3: East Wawanosh Ward Map

WINGHAM

Municipal Cannabis Policy Mapping



- Community Zones
- Schools
- 100m Buffer
- 150m School Buffer



MAP FEATURES

- County Highway
- Municipal Road
- Town Boundary

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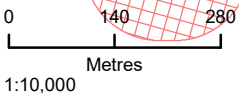
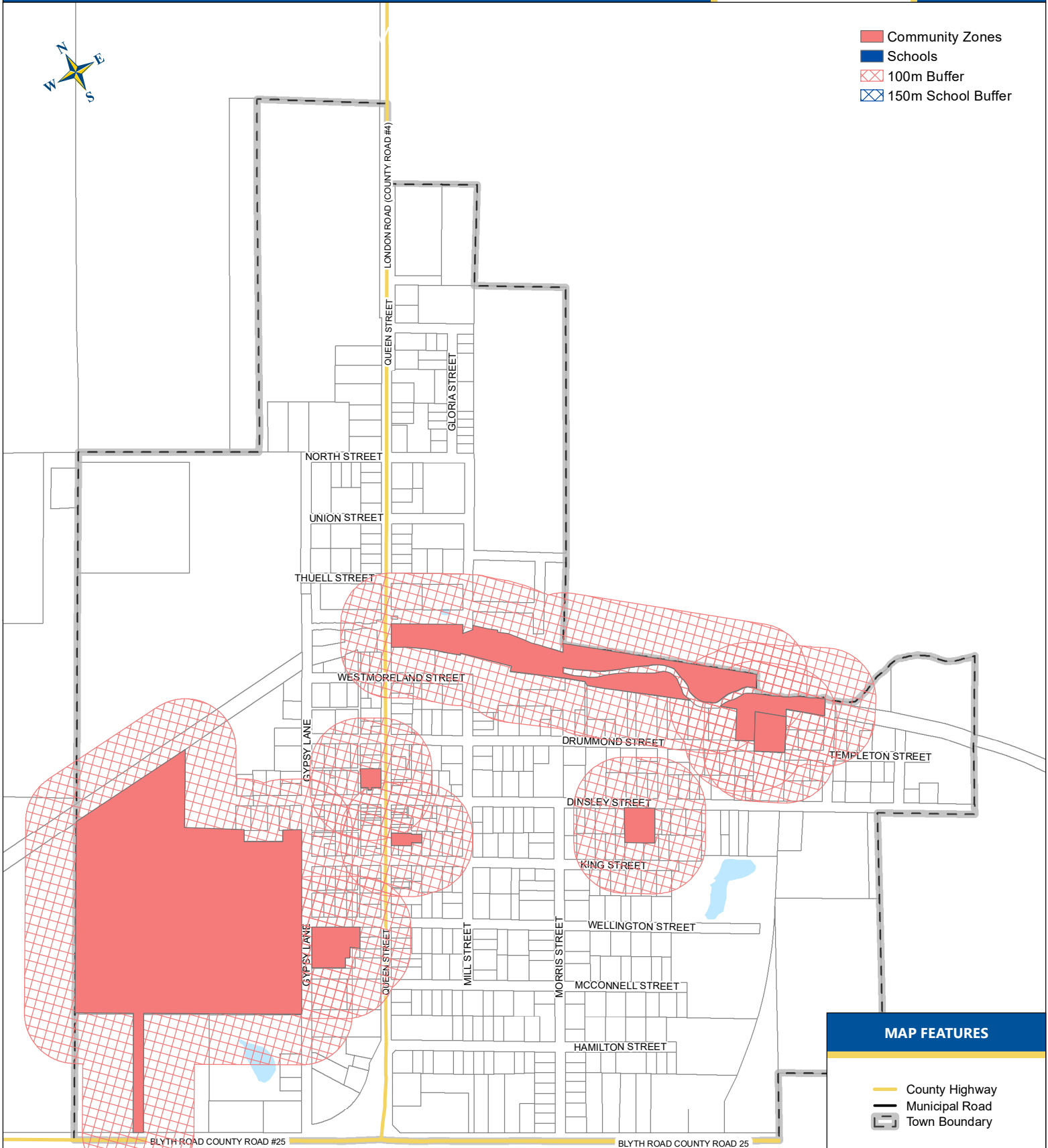
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BLYTH

Municipal Cannabis Policy Mapping



- Community Zones
- Schools
- 100m Buffer
- 150m School Buffer



MAP FEATURES

- County Highway
- Municipal Road
- Town Boundary

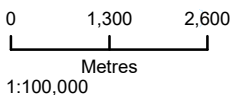
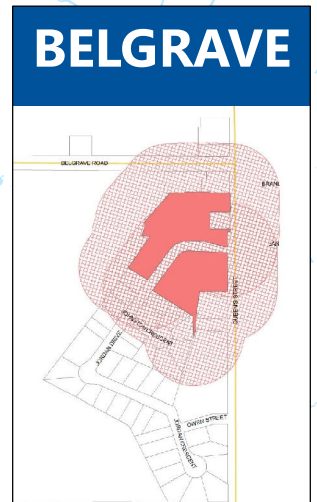
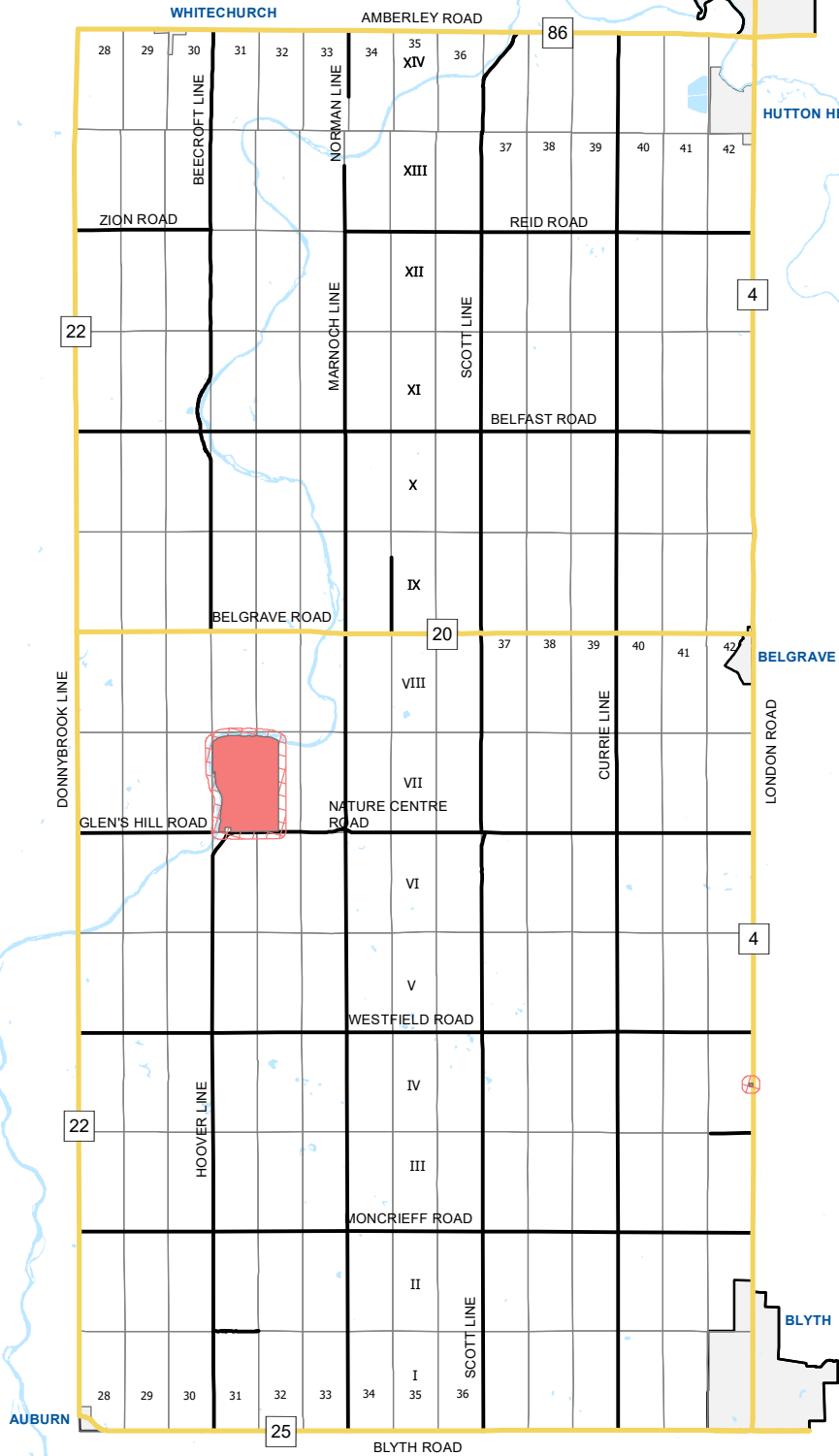
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EAST WAWANOSH

Municipal Cannabis Policy Mapping



- Community Zones
- Schools
- 100m Buffer
- 150m School Buffer



MAP FEATURES

- County Highway
- Municipal Road
- Municipal Boundary

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TOWNSHIP OF NORTH HURON

REPORT

Item No. RC- 2021-07

REPORT TO: Reeve Bailey and Members of Council
PREPARED BY: Vicky Luttenberger, Director of Recreation and Community Services
DATE: 06/04/2021
SUBJECT: RC-2021-07 Proposed Upgrades to the Blyth Campground
ATTACHMENTS: South Huron Camp Use Policies
South Huron responds to issues at Elliott Park

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the report prepared by the Director of Recreation and Community Services dated April 6, 2021 regarding the Blyth Campground for information purposes.

AND FURTHER, THAT Council provide direction to staff regarding the proposed enhancements to the Blyth Campground.

EXECUTIVE SUMMARY

In May/June 2020, the Township was approached by the Blyth BIA regarding the future of the Blyth Campground. The Blyth BIA had become aware of increased sales in RV's and campers in North America due to the travel restrictions related to COVID-19. The Blyth BIA would like the Township to capitalize on the increased interest in camping by enhancing the campsites at the Blyth Campground. The Blyth BIA views the development of the Blyth Campground as an opportunity to attract visitors to Blyth. It is their hope that the upgrades would occur in time for the 2021 camping season.

During the fall of 2020, discussions were held and Council considered a staff report regarding development of a Parks, Recreation & Culture Master Plan. During those discussions staff suggested the Blyth Campground be included and discussed as part of the Parks, Recreation & Culture Master Plan. In December and during budget discussions by Council, the upgrades proposed by the Blyth BIA were raised. Council decided to wait for the outcome of the Parks, Recreation & Culture Master Plan before considering the future of the Blyth Campground.

On February 12, 2021, the Blyth BIA delivered a presentation to North Huron's Economic Development and Recovery Committee regarding proposed enhancements to the Blyth Campground. To assist in the Committee's deliberations, staff also presented a report regarding the original proposed enhancement and cost estimates. The Blyth BIA indicated they were no longer seeking the redevelopment of the entire campground and had scaled back their proposal. The Economic Development Committee recommended the BIA present their proposal to Council.

On March 1, 2021, the Blyth BIA presented their proposal to Council. Their proposal was to enhance approximately 25 campsites at the Blyth Campground to attract visitors to the community. The proposed enhancements included picnic tables and fire pits for each site. Council directed staff to meet with the Huron Pioneer Threshers Association to discuss the proposed enhancements. Council also directed staff to determine the costs associated with purchase and implementation of the proposed enhancements including maintenance and operational costs for one year (the 2021

camping season) and to report back. The information contained in this report provides the additional information requested by Council, as well as other pertinent information Council may wish to consider when making a decision including information regarding Elliot Park, which was referenced in the Blyth BIA's presentation.

Staff are seeking Council's direction on how to proceed with the proposed enhancements requested by the Blyth BIA.

DISCUSSION

For many years, the Township of North Huron (Village of Blyth) has owned the asset commonly referred to as the Blyth Campground. The Blyth Campground is a 45-acre site that was designed to host large special events and provide attendees with onsite camping during the event. The entire site entails the Blyth Community Centre, ball diamonds, skate park, and multiple event areas and can accommodate approximately 850 campers. All sites have hydro and water services. An offsite dumping station is located nearby for sewage.

The Campground, aka Threshers Park, was previously owned by the Huron Pioneer Threshers Association. Over several years, the Threshers Association had purchased multiple parcels of land of land adjacent to the Community Centre/Fairgrounds property to develop as an event grounds for their annual event. The ownership of the properties was transferred to the Township several years ago and an agreement was signed between the Township and the Huron Pioneer Threshers Association. The agreement provides the Threshers with exclusive use of the property for 14 days each year. The 14 days allow the Huron Pioneer Threshers Association to prepare and host their annual Threshers Reunion in September each year. The agreement also indicates that the Huron Pioneer Threshers Association retains ownership of all outbuildings with the exception of the Township's shed. The agreement is reviewed and renewed every 5 years. The agreement was last reviewed in October 2018.

As an events grounds, the Blyth Campground was not developed or configured to operate as a full service campground. The campground was configured to maximize the use of property. The idea was to provide as many campsites on-site as possible so that attendees would not have to leave the grounds during the event.

In addition to the Thresher's, the Blyth Campground hosts the Annual Barn Dance Reunion. These two events make use of the entire campground. The Campground is also used annually by other groups such as the NDSCA Square Dance Reunion (150 sites), Girls Baseball Tournament (50 sites), Trillium Camping Group (15 sites) and the Good Sam Club (100 sites). The Campground is also host to several overnight travellers including some users of the G2G Trail.

Recently, the Township entered into a lease agreement with the Blyth Centre for the Arts (Blyth Festival) for the use of the former soccer field for musical performances, theatrical performances and rehearsals. During staff discussions with the Blyth Festival, it was indicated that they may have a few attendees interested in staying overnight at the campground. Staff indicated that the Township would be willing to work with the Festival to create a combo package for those interested in staying overnight in their RV units. Staff are also going to be working with the Festival to develop a parking plan for the use of the grounds for the attendees of their events.

Meeting with Huron Pioneer Threshers Association

On March 3, 2021, the Director of Recreation and Community Services, the Director of Public Works and the Blyth Facilities Manager met with representatives of the Huron Pioneer Threshers Association, Blyth Festival and the Blyth BIA. The purpose of the meeting was to facilitate discussions between the Blyth Festival and Threshers regarding the use of Shed 3 (washrooms) for the Festivals Outdoor Theatre and to discuss and obtain input regarding the enhancements proposed by the Blyth BIA.

In response to the concerns expressed by Threshers regarding in-ground fire pits, the Blyth BIA proposed the use of portable fire pits. The Threshers are supportive to the idea of increasing usage of the Campground. However, the enhancements proposed (fire pits and picnic tables) would need to be removed for their event.

From an operational perspective, the proposed enhancements (portable fire pits and picnic tables) would have to be moved and put back into place each week for lawn maintenance. The portable fire pits would also have to be cleaned out on a bi-weekly basis, depending on usage. In addition to this weekly maintenance, all of the fire pits and half of the picnic tables would have to be removed and stored offsite for the Threshers event; Threshers have indicated they could make use of half of the picnic tables for at their event.

Currently, the Township does not have long term storage location to house the items. On a temporary basis, these enhancement items could be stored in the former Blyth Public Works property. On a long term basis, the Township may need to rent space to store the enhancements items. As Council can appreciate, the additional operational requirements will increase the Township's staff cost for the facility.

Cost Estimates

Based on the discussions at the meeting with Threshers, staff have compile a list of the costs associated with the purchase and installation of the proposed enhancements as follows:

Capital Investment

25 picnic tables (\$350/table)	\$ 8750
25 portable fire pits (\$150/fire pits)	\$ 3750
100 concrete patio stones for fire pit base (100 x \$5)	<u>\$ 500</u>
	\$13,000 plus HST

Additional Operating Costs

Weekly Moving/Returning Picnic Tables, Fire Pits and Pit Cleanout	
➤ (May-August: 2 Students x \$18 x 3 hrs/week x 20 weeks)	\$ 2160
➤ (Sept-October: 2 FT Staff x \$30/hr x 3 hrs/week x 4 weeks)	\$ 720
Threshers Event – Move Tables & Fire Pits and Return to Site	
➤ 2FT Staff x \$30/hr. x 16 hrs	\$ 960
Marketing & Promotion	<u>\$ 1000</u>
	\$ 4,840

(It should be noted that the above costs do not include replacement costs for damaged, stolen, lost and/or destroyed items. The above costs also do not account for the deterioration of these assets.

The combined capital investment and additional operational expenses, as outlined above, total \$17,780 plus HST, where applicable. The campsites rent for \$32.00 per day including HST. To cover these additional costs, the 25 enhanced campsites would have to be rented a cumulative total of 556 times or 22 times per campsite this season. This would be above and beyond our normal rentals.

Based on past campsite usage, it is staff's opinion that this would be difficult to achieve. If not achieved, the shortfall would result in an increased deficit for the facility.

Annual Operating Costs

In a typical year (pre-COVID-19), the Blyth Campground operates with an annual deficit of approximately \$50,000. During COVID-19, the Campground did not open until July 2020 and all special events were cancelled. This decreased usage resulted in a lower operating deficit at year-end. In 2020, the Campgrounds operating deficit was approximately \$30,000 in comparison to \$50,000 the previous year. A savings of \$20,000 was realized.

At this point, the Province has not released any information regarding the operation of campgrounds in 2021. In 2020, campgrounds were restricted to long-term/seasonal use and only those with self-contained washroom facilities. Short-term overnight camping was not permitted. At the time of writing this report, the Province has not provided any direction with respect to the operation of the Campground. Staff have been advised that the Province is developing new restrictions for camping which should be available shortly.

As indicated above there would be additional capital and operating costs associated with the enhancements. To mitigate costs the Blyth BIA was asked if they would assist with marketing and promotion, moving and returning picnic tables, fire pits, cleanout, and/or dealing with after hour arrivals/departures, etc. The BIA declined. They feel the Township should be able to cover the additional costs through the rentals fees generated, if fully rented.

Other Considerations

In the October 2020, Council received the Service Delivery Review Report prepared by KPMG. The report provided recommendations relative to its analysis of the level of service providing by the municipality. In the report, KPMG indicated that the operation of the Wingham Trailer Park and the Blyth Campground were discretionary services and not ones typically offered by a municipality. It was their recommendation that the municipality cease operations of the Campground and/or divest of the facility.

In alignment with the Service Delivery Review's recommendation, Council made the decision not to renew the lease with the Wingham Legion for the operation of the Wingham Trailer Park. The site is currently being prepared for residential development. A question for Council to consider is whether the municipality is in the campground business.

FINANCIAL IMPACT

As noted above, the proposed enhancements for the Blyth Campground have an upfront capital cost of \$13,000 plus HST with an additional \$4,800 in operating costs. These costs have not been incorporated into the 2021 budget. If these additional costs are not offset by user fees, there will be additional cost to taxpayers. If Council decides to proceed with the enhancements, approximately \$18,000 would need to be transferred from the Township's general reserve funds.

FUTURE CONSIDERATIONS

In the fall of 2021, the Parks, Recreation and Culture Master Plan will be completed. The scope of the plan included an analysis of the current the parks and recreation programming and facility needs of the community, as well as, a 10-year forecast regarding future recreational needs. This may include enhancements, repurposing or dispersal of the campground. Therefore, Council may wish to refrain from making any capital investments or enhancements until the Master Plan has been completed.

RELATIONSHIP TO STRATEGIC PLAN

The recommendation contained in this report does not specifically relate to the Strategic Plan. A decision made by Council would directly relate to the recommendation in the 2020 Service Delivery Review.



Vicky Luttenberger, Director of
Recreation and Community Services



Dwayne Evans, CAO

Good afternoon David.

I hope all is well.

Here is the framework of our Park Use Policy.

This has really helped us enforce the rules and coordinate with the OPP. One challenge we had was CAMH were sending homeless to stay at Elliot Park. Due to our enforcement, we have not had that occur to the same level it has in the past. In fact, we are very lucky that residents look at the Park as a "gem" and help identify any misuse- either real or perceived.

In short, the homeless issue at Elliot Park has been mitigated and not to the previous levels since our upgrades to the Park and new rules of use. COVID, may/may not have played a role, but that remains to be seen. I really believe that the investment, communication, monitoring and enforcement has played a key role respecting the use of/in the Park. In addition, the Park on weekends for the most part has been at full capacity during camping season

I hope that helps.

If you want to discuss further, don't hesitate to reach out.

Take care,

Dan Best MPA BA
Chief Administrative Officer/Deputy-Clerk Municipality of South Huron
Office: 519 235-0310 ext.228
Cell: 519 671-7587
cao@southhuron.ca

Municipality of South Huron Policy

Policy Name: Elliot Park Use
Policy Number: R04-01-2020-Recreation and Culture
Section: Parks Management
Effective Date: [Click here to enter a date.](#)
By-law or Resolution: By-Law: -20
Supersedes: Res: -20
Last Revision: N/A
Schedule for Review: [Click here to enter a date.](#)

Policy Statement:

Elliot Park is a short-stay, overnight campground operated by the Municipality of South Huron for the benefit of the community. The Municipality seeks to maintain a welcoming atmosphere in the heart of Exeter by encouraging the responsible use and enjoyment of Elliot Park.

Definitions

“Officer” means a Municipal Law Enforcement Officer as appointed by the Council of the Corporation of the Municipality of South Huron, or an OPP Officer, or a Provincial Offences Officer or other duly appointed individual.

“Parking area” means an area that is physically laid out and/or improved for the purpose of parking vehicles or that is designated by an official sign for such purpose in, on, or by municipal parkland or property owned by the Municipality.

Elliot Park is located at 10 Church Street, Exeter, ON.

Hours of Operation

The park will operate annually from the Friday of Victoria Day Long Weekend to Thanksgiving Monday, weather permitting.

General Park Use

- Eight (8) campsites are available on a first-come, first-serve basis. Reservations will not be accepted.
- The permitted length of stay shall be a maximum of three (3) consecutive nights not more than twice per month. The Municipal Clerk may grant exceptions only under extraordinary circumstances.
- Quiet hours are in effect from 10:00 PM to 7:00 AM; no objectionable disturbance or unreasonable noise will be allowed at any time.
- No business shall be conducted in the park without a vendor/transient traders permit issued by the Clerk.
- All pets must be on a leash, be cleaned up after, and must not be in contravention of any municipal by-law.
- Campsites must be kept clean and tidy at all times; users of the campground are personally responsible for campsite cleanliness, condition and the conduct of all guests.
- Campsite parking is limited to a maximum of two vehicles in designated parking areas.
- Campsites are limited to a maximum of eight people.
- Campers are responsible for disposing of their own garbage.
- Campers are responsible for the safety and security of their own property.
- Tenting is not allowed, excepting a maximum of two tents tied to a trailer.

Fires

- Small cooking fires are permitted in the designated areas, only, and must not be in contravention of the municipal burn by-law.
- Campfires are to be supervised/attended at all times by an adult, ensuring that there is always a way to extinguish the flames nearby, i.e. a bucket of water.
- It is the responsibility of the registered camper to ensure that the fire is completely extinguished by repeatedly soaking with water and stirring.
- The burning of garbage, treated or painted lumber, wet or unseasoned wood is prohibited.
- Disposal of coals or embers is the responsibility of campers and are not allowed in any type of municipal waste container.
- Fires are not permitted during quiet hours, 10:00 PM – 7:00 AM.

Fees

Camping fees will be established in the Fees By-law. Non-compliance may result in a fine as established in the South Huron Fees By-law.

Code of Conduct

Persons shall use Elliot Park in accordance with the terms of this by-law, and in a manner respectful to other persons and property.

No person shall:

- Consume alcohol or drugs in Elliot Park.
- Indulge in any riotous, boisterous, violent, threatening, or illegal conduct or use profane or abusive language.
- Cast, throw, or in any way propel any object in such a manner to endanger or cause injury or damage to any person or property.
- Loiter, spy, accost, frighten, annoy or otherwise disturb other persons.
- In any way interfere with the use and enjoyment of the municipal park by other persons.
- Engage in public urination.
- Ignite, discharge or set off any fireworks except as a fireworks display authorized by the Municipality and in compliance with the Fireworks and Fireworks By-law.
- Destroy, or cut, mark, break, dig, pull up or burn or in any way damage, injure, remove or deface; any tree, flower, flower bed, bush, shrub, plant, sod, grass or other vegetation, soil, sand, gravel or wood or any monument, fountain, bridge, wall, seat, bench, structure or equipment or any appurtenance thereof.
- In any manner disturb ground that is under repair, prepared for planting, has been newly seeded or sodded or is in an area posted to that effect.

Enforcement

- An Officer shall enforce the provision of this by-law.
- No person shall obstruct, hinder, or otherwise interfere with a duly appointed Officer exercising any power, authority, or performing a duty as permitted under the provisions of this bylaw.
- Failure to comply with this or any municipal policy or by-laws may result in eviction.
- Any person contravening any provision of this by-law is guilty of an offence and on conviction is liable to such penalty as is provided for under the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.
- Persons committing an offence as defined in this by-law may be prosecuted under the Trespass to Property Act.

Revision

Authority to make administrative changes to this policy that do not change the intent are delegated to the Chief Administrative Officer/Designate.

South Huron responds to issues at Elliott Park

Author of the article:

Scott Nixon

Publishing date:

August 21, 2019



SOUTH HURON – The municipality is looking at adopting an official park use policy after dealing with an increasing number of complaints at Exeter’s Elliott Park.

South Huron chief administrative officer Dan Best reported to council Aug. 12 that problems at the park include drug use and homeless people living there in tents.

Elliott Park is for short-term overnight camping with a \$5 per night charge. Permits are not required and payments are made into a drop box on site. The park has a portable toilet during summer months, potable water and a dumping station.

Elliott Park is owned by the municipality and is maintained by South Huron and the Ausable River Nomads, a volunteer group consisting of 10 couples who do daily tasks such as checking the portable toilet, picking up garbage and collecting the money in the cash box. The group also reports park activities to the municipality.

CAO Best said this year South Huron has received a number of complaints regarding the use of Elliott Park, and the OPP have been called to ensure the safety of municipal staff and campers. Best and the fire chief have also had to visit the park to respond to complaints.

Since 2016, complaints at the park include the length of time campers have been staying there, campers leaving a mess including drugs and drug paraphernalia, people living in tents underneath the snowmobile bridge near the park, homeless people living in the park in tents, loud generators running overnight and more.

Best said, “Should council wish to continue to operate Elliott Park as a campground, it is imperative that a formal park use policy be established.”

He offered several recommendations, including that no tenting be allowed, except in cases where a maximum of two tents are tied to a trailer. Best said Elliott Park is not supposed to be a “tent city.” Other recommendations include that visitors must register with the municipality and obtain a camping permit; campers can only stay a maximum of three consecutive nights not more than twice a month; that there be quiet hours between 10 p.m. and 7 a.m.; that no business shall be conducted in the park without a vendors permit issued by the municipality; that all pets must be kept on a leash and cleaned up after; that campsites must be kept clean and tidy; that there be a limit of two vehicles and a maximum of 10 people per campsite; and that campers are responsible for disposing their garbage.

Best also suggested rules for campfires, as well as a code of conduct for users.

While a formal park use policy cannot be put in place for the remainder of this season, Best would like to see council adopt a policy in time for the 2020 season. He said he wants to formalize things regarding Elliott Park and make sure the park maintains a family feel.

“It’s a nice amenity to have,” Best said, but added, “If we don’t put policies into place, we’re going to lose that opportunity.”

Deputy Mayor Jim Dietrich agreed with Best that regulations at the park are needed. He said it should be just for overnight parking, and people shouldn’t be staying there for weeks at a time. Dietrich said he has talked to park users who have said they love knowing the facility is there if they need to stop for a night on their way somewhere.

Responding to Best’s suggestion that no tenting (other than those attached to trailers) be allowed at the park, Coun. Barb Willard wondered if that was fair for campers who only have tents.

Mayor George Finch pointed out that there are no washing or cleaning facilities there.

Best further explained, “We are policing that park because it’s out of control,” and the problem is not with the people who are there in trailers or RVs, it’s with the tenters.

“That’s why we’re taking such a hardened approach in terms of what we’re presenting to council,” he said, adding he doesn’t want to put municipal staff at risk when it comes to dealing with some of the problems there.

Best said there are drug issues in the park, needles have been found there, and community groups have directed homeless people to the park.

“Right now it’s the Wild West down there, and I can’t have that,” Best said. “Something is going to happen down there.”

Coun. Ted Oke said he doesn’t think charging \$5 per night is enough, and the municipality also needs to look at cost recovery when it comes to the park. Best’s report states that in 2018 Elliott Park generated \$2,000 in revenue, \$1,500 of which went to the municipality while \$500 was donated to the Jones Pedestrian Bridge project.

Coun. Aaron Neeb wondered if the municipality should even be in the camping business. He asked if it could just be a park. He also said if council adopts the changes Best has suggested, they will need to be enforced.

Best said Elliott Park is a unique feature for South Huron that few municipalities have, and risks can be minimized with formal policy.

In his report, Best thanked the Ausable River Nomads for their efforts at the park but said it is unrealistic to expect the group to have to deal with some of the issues that have developed at the park in recent years.

The matter will return to council in the future.



TOWNSHIP OF NORTH HURON

REPORT

Item No. 2021-11

REPORT TO: Reeve Bailey and Members of Council
PREPARED BY: Jamie McCarthy, Director of Public Works
DATE: 06/04/2021
SUBJECT: PW-2021-11 Tandem Snow Plow Tender Outcome
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works and Facilities, dated April 6, 2021 regarding the procurement of a replacement tandem truck for information;

AND FURTHER, THAT the purchase of the tandem truck with snow plow equipment be awarded to Altruck International in the amount of \$278,673, plus applicable taxes;

AND FURTHER, THAT Council authorizes fleet vehicle #07-16 to be sold and directs the Director of Finance to place proceeds from the sale of this vehicle into the public works reserve.

EXECUTIVE SUMMARY

During the 2021 budget deliberations, Public Works staff requested funds to purchase a new tandem truck (FIN-2021-06-2021 Budget Report). Council approved the 2021 budget with the necessary funds to purchase this piece of equipment.

M29/21

MOVED BY: P. Heffer

SECONDED BY: A. van Hittersum

THAT the Council of the Township of North Huron hereby receives the 2021 Budget Report from the Director of Finance dated February 1, 2021 for information purposes;

AND FURTHER, THAT the Council of the Township of North Huron adopts the 2021 Budget as presented;

AND FURTHER THAT Council deems the adoption of By-law No. 11-2021, being a by-law to adopt the Township of North 2021 Budget, to be a time sensitive matter and approves an exception to Section 19.1 of the Procedure By-law to allow By-Law No. 11-2021 to be passed at the February 1, 2021 Regular Council meeting.

CARRIED (7 to 0)

DISCUSSION

After the budget was approved staff initiated the formal purchasing process identified in the Township's procurement policy and issued a tender to the industry requesting price quotes on a tandem axle cab and chassis complete with snow plow equipment. The tender was advertised on the Township's website.

The tender closed with two submissions. Staff reviewed both submissions for compliance and specifications as detailed in the tender and recommend Altruck International be awarded the tender. Altruck International is a dealer located in Goderich and their roadside service option provides flexibility and logistic familiarity.

Subject to Council’s approval of this equipment purchase, it is recommended truck #07-16 (a 2007 International) be sold and the Director of Finance be directed to place any proceeds from the sale of vehicle #07-16 into the public works reserve. Fleet truck #07-16 has met its useful life expectancy and has started to require higher maintenance costs. This vehicle has been used to complete a wide variety of tasks and most important, to conduct winter maintenance throughout East Wawanosh and Blyth wards.

The quotes received were as follows:

- Altruck International - \$278,673 plus taxes
- Team Truck - \$278,317 plus taxes

FINANCIAL IMPACT

The 2021 budget allocated a total of \$300,000 for the tandem plow truck. The total of \$200,000 would be coming from Public Works Reserves and \$100,000 from taxation. Because the price quotes came in under budget, less funds will be taken from Reserves.

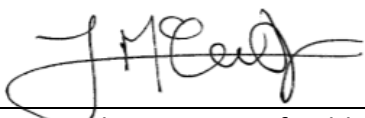
Items	Altruck International
2021 Budgeted	\$300,000
Total Tendered	\$278,673
Total (including non-recoverable portion of HST)	\$283,578
Less coming from Reserves	\$16,422

FUTURE CONSIDERATIONS

None at this time.

RELATIONSHIP TO STRATEGIC PLAN

This content and recommendation found in this report relates directly to the Infrastructure section of the Strategic Plan which states; **“Our goal is to be a municipality with well-maintained and thoughtfully planned infrastructure”**.



 Jamie McCarthy, Director of Public Works



 Dwayne Evans, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No. CC-2021-01

REPORT TO: Reeve Bailey and Members of Council
PREPARED BY: Vicky Luttenberger, Director of Recreation and Community Services
DATE: 06/04/2021
SUBJECT: CC-2021-01 Child Care Services – Wage Enhancement Grant Overpayment
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report prepared by the Director of Recreation and Community Services dated April 6, 2021, regarding the Wage Enhancement Grant for Child Care Services, for information purposes;

AND FURTHER, THAT the Director of Finance be authorized to transfer \$42,075.46 from Day Care Reserves to return the 2020 overpayment of the Wage Enhancement Grant to Huron County.

EXECUTIVE SUMMARY

On an annual basis, the Province of Ontario provides a Wage Enhancement Grant (WEG) to licensed childcare service providers in Ontario. Locally, the grant is administered by Huron County on behalf of the Province. The purpose of the program is to help close the wage gap between the Registered Early Childhood Education (RECE) working in the education sector and those working in the licensed childcare sector. The funding program is available at the beginning of each year and grants are awarded prior to the end of the first quarter. At year-end, funding allocations are reviewed and reconciled by the County.

In 2020 and due to the COVID-19 pandemic, North Huron Child Care services were not able to operate at capacity in 2020. As such, the Township has received an invoice from Huron County for the overpayment of the Wage Enhancement Grant.

DISCUSSION

In 2020, the Township applied for a Wage Enhancement Grant for childcare services in North Huron. The application submitted was based on the normal operation of Child Care Services for a full year. Based on the application, the Township received an allocation of \$78,066.98 for 2020.

In March 2020, COVID-19 was declared a worldwide pandemic. In response to the rising cases, the Province of Ontario closed all non-essential businesses and workplaces and the cancellation of numerous programs and services including childcare facilities services. As a result, staff were laid off for several months. Once the facility was allowed to reopen, programs and services were only allowed to operate at reduced capacity. Due to these restrictions, the Township was unable to use the full amount of the grant for wage enhancements.

At year-end, the Director of Finance transferred surplus funds to the Day Care Reserves, anticipating the possibility of an overpayment.

Recently, the Manager of Child Care Services completed the reconciliation report for the grant program. Based on the calculations, the Township was entitled to receive \$35,991.52 of the \$78,066.98 received. This results in a difference and overpayment of \$42,075.46 from the County. The County has invoiced North Huron for the overpayment. Staff are seeking Council's authorization to transfer \$42,075.46 from Day Care Reserves to offset the amount owing.

FINANCIAL IMPACT

The recommendation in this report does not have a negative financial impact on the operations of the Township. As noted above, at year end the Director of Finance transferred the surplus funds to the Day Care Reserves, anticipating the possibility of a 2020 overpayment.

FUTURE CONSIDERATIONS

Until such time when full recovery from COVID-19 has been achieved, childcare services may be required to operate at reduced capacities. The increased restrictions and reduced capacities may affect our ability to fully utilize the grant funding provided and require unused funds to be returned in the future.

RELATIONSHIP TO STRATEGIC PLAN

The recommendation in this report is unrelated to the Strategic Plan.



Vicky Luttenberger, Director of
Recreation & Community Services



Dwayne Evans, CAO

MAIL:
86469-A London Road,
Wingham, Ontario Canada
N0G 2W0



TELEPHONE: 519-357-4300 FAX: 519-357-4294
INTERNET: www.montgomeryindustrial.com

March 11, 2021

Dwayne Evans, CAO
Township of North Huron

RE: Economic Development and Recovery Committee

I would like to express my interest in becoming the Industrial Representative of the North Huron Economic Development and Recovery Committee.

I have been with Montgomery Industrial Services since 1994 as a part owner and President. In 2015, we sold to expand our business and since that time I have held the Officer position of President.

Montgomery has expanded from 15 employees to 200 employees by expanding our services to all 3 Ontario Nuclear sites as well as multiple Hydro One sites.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Montgomery", is written over a light blue horizontal line.

Paul Montgomery
President

RELEVANT EXCERPT FROM THE MINUTES OF THE
TOWNSHIP OF NORTH HURON ECONOMIC DEVELOPMENT AND RECOVERY
COMMITTEE MEETING HELD THURSDAY, MARCH 18, 2021

Letter of Interest, Paul Montgomery, President of Montgomery Industrial Services

ED15/21

MOVED BY: B. Bailey

SECONDED BY: K. Falconer

THAT the North Huron Economic Development and Recovery Committee hereby receives the letter of interest from Paul Montgomery, President of Montgomery Industrial Services, for information;

AND FUTURE, THAT the Committee hereby recommend that Council appoint Paul Montgomery as the Industrial Sector Representative to the North Huron Economic Development and Recovery Committee.

CARRIED

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 10-2021

Engineer's Report (Murray) Scott Municipal Drain & Stream Rehabilitation Project 2021

A By-law to provide for a municipal drain rehabilitation in the Township of North Huron, in the County of Huron; (Murray) Scott Municipal Drain & Stream Rehabilitation Project 2021.

WHEREAS the Township of North Huron, in the County of Huron in accordance with the provisions of Section 78 of the Drainage Act, R.S.O. 1990, has procured a report for improvements of the Scott Municipal Drain:

Lands and Roads in East Wawanosh Ward of the Township of North Huron impacted by this drain, as follows:

- *Part Lot 34 Concession 6*
- *Part Lots 34, 35, 36 and 37, concession 7*
- *Part Lots 35, 36 and 37, concession 7*

AND WHEREAS the Council of the Township of North Huron, in the County of Huron has procured a report made by R.J. Burnside & Associates Limited, P.O. Box 10, 449 Josephine Street, Wingham, ON N0G 2W0; and the report is attached hereto and forms part of this by-law;

AND WHEREAS the estimated total cost of improving the drainage works is \$191,000.00;

AND WHEREAS the Council is of the opinion that the improved drainage of the area is desirable;

NOW THEREFORE the Council of the Township of North Huron under the *Drainage Act*, enacts as follows:

1. The report dated March, 2021 and attached hereto is hereby adopted and the improvement of drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith;
2. The Corporation of the Township of North Huron may borrow on the credit of the Corporation the amount of \$191,000.00 being the amount necessary for the improvement of the Drainage Works, less the following:
 - (a) Grants received under Section 85 of the Act;
 - (b) Commuted payments made in respect of lands and roads assessed within the municipality; and
 - (c) Money paid under subsection 61 (3) of the Act.
3. A special rate, sufficient to pay the amount assessed plus interest thereon, less any applicable grants, shall be levied upon the assessed properties in the East Wawanosh Ward, Township of North Huron, after the passing of this By-law and the completion of the improvement of the (Murray) Scott Municipal Drain & Stream Rehabilitation Project 2021, and shall be collected in the same manner as other taxes are collected.
4. That all assessments are payable within 30 days of an invoice being issued to the affected landowners, unless other arrangements are approved by Council.

5. This By-law comes into force on the final passing thereof, and may be cited as the “(Murray) Scott Municipal Drain & Stream Rehabilitation Project 2021 By-law.”

FIRST READING this 6th day of April, 2021

SECOND READING this 6th day of April, 2021

PROVISIONALLY ADOPTED this 6th day of April, 2021

Bernie Bailey, Reeve

Carson Lamb, Clerk

THIRD READING

Enacted this day of , 2021

Bernie Bailey, Reeve

Carson Lamb, Clerk

I, Carson Lamb, Clerk of the Township of North Huron do hereby certify this as a true copy of the By-law No. 10-2021 of the Township of North Huron.

Carson Lamb, Clerk

**Engineer's Report
(Murray) Scott Drain & Stream
Rehabilitation Project 2021**

**Township of North Huron
P.O. Box 90, 274 Josephine Street
Wingham ON N0G 2W0**



BURNSIDE

**Engineer's Report
(Murray) Scott Drain & Stream
Rehabilitation Project 2021**

**Township of North Huron
P.O. Box 90, 274 Josephine Street
Wingham ON N0G 2W0**

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**March 2021
300040864.0000**

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1	Yes	Yes	Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)
0	Yes	Yes	Ministry of Environment, Conservation and Parks (MECP)

Record of Revisions

Revision	Date	Description
0	October 16, 2020	Draft Submission to Municipality
1	December 4, 2020	Issued for Engineer's Report
2	March 19, 2021	Revised Engineer's Report

R.J. Burnside & Associates Limited

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Executive Summary

Authorization

This report is being prepared in response to the appointment of R.J. Burnside & Associates Limited (Burnside) by the Township of North Huron (Township), dated May 22, 2018 to improve the existing Scott Municipal Drain in accordance with Section 78 of the Drainage Act (Act), R.S.O. 1990.

Objective & Recommendations

The objectives of this Report are to improve the aquatic habitat within the existing Scott Municipal Drain between the Nature Centre Road and the outlet into the Belgrave Creek, as well as to incorporate the various environmental features that were constructed privately (by the late Murray Scott) on the M. Pletch property (Roll No. 7-016-00) as part of the Scott Municipal Drain.

The recommended improvements to the existing Scott Municipal Drain are proposed on the E. & M. Hussey property (Roll No. 6-021-00), part of Lot 34, Concession 6, as well as the crossing under Nature Centre Road.

A summary of the assessments, as estimated by the engineer (and as per Column 1 of the Ontario Ministry of Agriculture, Food and Rural Affairs [OMAFRA] *Application for a Grant for Municipal Drain Construction or Improvement form*), for this project are as follows:

1. Canada Owned Lands	\$ 0
2. Ontario Lands	\$ 0
3. Municipal Lands	\$ 15,230
4. Privately owned Non-Agricultural	\$ 3,010
5. Privately owned Agricultural	
➤ grantable	\$ 146,860
➤ non-grantable	\$ 0
6. Special non-proratable assessments	
➤ agricultural (grantable)	\$ 0
➤ agricultural (non-grantable)	\$ 0
➤ non-Agricultural (Sec. 26)	<u>\$ 25,900</u>
7. Project Total	\$ 191,000

Acknowledgements

Burnside would like to acknowledge the assistance and cooperation of the property owners directly involved with this project, as well as: Kirk Livingston, Drainage Superintendent for the Township; Chris Van Esbroeck, Geoff King, and Ben Van Dieten from the Maitland Valley Conservation Authority (MVCA); and other staff and the Township Council.

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Nomenclature

General

ac – acre (0.4047 ha)
BSWI – buried surface water inlet
CB – catchbasin
CCTV – closed circuit television
CDT – concrete drain tile
CSP – corrugated steel pipe
c/w – complete with
dia. – diameter
DICB – ditch inlet catchbasin
d/s – downstream
ea. – each
FL – fence line
FPPDT – filtered perforated plastic drainage tubing
H – horizontal
ha – hectare (2.471 ac)
HDPE – high density polyethylene
BJB – buried junction box
km – kilometre
LS – lump sum
m – metre
mm – millimetre
m² – square metre
m³ – cubic metre
OB – observation box
o/s – offset
PDT – plastic drainage tubing
PL – property line
ROW – right of way
S & I – supply and install
Sta. – station (chainage)
SWI – surface water inlet
SWWSP – smoothwall welded steel pipe
t – tonne (2,205 pounds)
u/s – upstream
V – vertical

Other

CA – Conservation Authority
DFO – Department of Fisheries and Oceans
MECP – Ministry of Environment, Conservation and Parks
MTO – Ministry of Transportation
NRCS – Natural Resources Conservation Service
OMAFRA – Ontario Ministry of Agriculture, Food and Rural Affairs
SCS – Soil Conservation Service

1.0 Introduction

1.1 Request for Improvement

The Township received a request for improvement to the existing drain from two landowners. The first, dated March 9, 2018, was submitted by Melanie Pletch (Roll No. 7-016-00); owner of Lot 35, Concession 7. The second, dated March 9, 2018, was submitted by Eric (Dale) and Marion Hussey (Roll No. 6-021-00); owners of part Lot 34, Concession 6.

1.2 Appointment under the Act

In a Report from the Drainage Superintendent to the Reeve and Members of Council dated 22/05/2018, in response to receiving two separate Notice of Requests for Drain Improvement, he recommended that Burnside be appointed under Section 78 of the Act.

1.3 Instructions to the Engineer

It was indicated in the report to the Council that several land owners in the watershed of the Scott Municipal Drain had been working with MVCA since 2005 on a rural storm water management approach to help address the impacts of climate change, to improve drainage, water quality and fish habitat, while also attempting to reduce future maintenance. The drain improvements requested were to undertake approximately 90 metres of open drain improvements at the bottom end and to incorporate fish habitat. The appointed engineer was also instructed to incorporate existing infrastructure into a drainage report that would provide direction for future maintenance provisions.

1.4 Engineer's Report

The proposed works and costs contained herein are intended to reflect the wishes of the stakeholders and are based on information gathered during the existing conditions survey, as well as during the property owner meetings and follow up discussions. Details of the proposed work for the (Murray) Scott Drain & Stream Rehabilitation Project are described in this Report, its Appendices and on the Drawings.

2.0 Background Information

2.1.1 Municipal Drain History

Burnside conducted a thorough review of all the historical documentation available in the Township office pertaining to the Scott Municipal Drain, as well as for other abutting Municipal Drains.

The Scott Municipal Drain was originally to be constructed in accordance with a report prepared by Fred A. Edgar, P. Eng., dated October 8, 1945. That report was later amended by a subsequent one the engineer dated May 13, 1946.

The 1945 report provided for the construction of over 1,040 m (3,425 feet) of open drain beginning in Lot 35, Concession 7, and outletting in Lot 34, Concession 6, geographic Township of East Wawanosh into the Belgrave Creek. It also included over 800 m (2,640 feet) of closed drain from its outlet into the open drain in Lot 35 upstream to the north and east to just beyond the midpoint of Lot 26, Concession 7. However, the 1945 report was appealed, and the scope of work on the open drain was reduced (the closed drain remained as proposed).

The amended 1946 report provided for the improvement of two separate portions of drain, one with a length of approximately 273 m (895 feet) extending downstream from the outlet of the tile portion (the short open portion upstream from 1+20 to Stake A was removed) and the other a length of approximately 434 m (1,425 feet) from the line between Lots 34 & 35, Concession 7 to the outlet into the Belgrave creek in Lot 34, Concession 6. These lengths of drain were separated by approximately 300 m (985 feet) where no work was proposed; this portion of channel that was not part of the drain began at the west limit of Lot 35, Concession 7 and extended upstream. In 1946, this owner agreed to accept flows from the tiled portion and upstream watershed and to address any maintenance concerns on this 300 m portion of existing drain.

2.1.2 Existing Conditions

The open portion of the Scott Municipal Drain is currently in good condition and serves as valuable aquatic habitat for various fish species. The closed portion is believed to be the original tile from its installation in approximately 1946 and is in fair condition.

The existing culvert through Nature Centre Road is a 900 mm dia. CSP that is currently in fair condition; however, its age is unknown, and it is more than half full of sediment.

The watershed area is divided by a large woodlot on the northern portion of Concession 7, and the southern portion of Concession 8. This woodlot provides water storage, and runoff attenuation from the surrounding area as well as the upstream agricultural lands.

There are many environmental features that have been constructed in, and around the Scott Municipal Drain on Lot 35, Concession 7. These features were constructed primarily by Murray Scott, in consultation with Geoff King and with the generous support of many partners. The purpose of these features was to improve the water quality characteristics of the watershed area, provide water storage and runoff attenuation, and improve the aquatic characteristics of the Scott Municipal Drain to encourage fish species to utilize the drain as they once did. The environmental features include:

- A Diversion Berm
- Flow Control Boxes
- French Drains
- Grassed Waterways
- Nitrate Filters
- Pool and Riffle Structures
- Rip-rap Spillways
- Surface Culverts
- Surface Water Inlets
- Trees and other Vegetative Plantings
- Wetland Areas

The features have had a positive effect on both the hydraulic conditions in the Scott Municipal Drain and on the hydrologic conditions of the watershed. Murray Scott and the MVCA administered numerous tours of this property to educate the general public and demonstrate the benefits of incorporating environmental features into drainage projects.

2.2 Watershed Area & Land Use

The total watershed area contributing runoff to the Scott Drain & Stream Rehabilitation Project is approximately 229 ha. The watershed area was delineated through the examination of topographic contour mapping data with computer aided drafting (CAD) software, the examination of existing adjacent watersheds for other Municipal Drain reports, and the review of field survey and observations. The watershed area for of this drain and the land use within it is divided as follows:

- 161 ha of agricultural land;
- 63 ha of woodlot;
- 1 ha of residential land; and
- 4 ha of municipal road ROW

The proposed Scott Drain shares a contiguous watershed boundary with the following drainage systems.

- The Belgrave Creek to the south and east; and
- The Maitland River to the north and west.

2.3 Length of Drains

The following are the lengths of the portions of the Scott Drain that form part of this report:

- The open portion of the Scott Drain is approximately 1,010 m; and
- The closed portion of the Scott Drain is approximately 683 m.

2.4 Soils

The soils survey for Huron County taken from the Soil Survey of Huron County, 1952 indicates that the predominant soil types within the watershed area are Donnybrook Sandy loam and Dumfries loam, with smaller areas of Harriston loam.

- **Donnybrook Sandy Loam** - A stony soil with good drainage characteristics and rolling topography.
- **Dumfries Loam** - A moderately stony soil with good drainage characteristics and rolling topography.
- **Harriston Loam** - A slightly soil with good drainage characteristics and rolling topography.

Based on the characteristics of the soils and their potential for future agricultural use, the Canada Land Inventory (CLI) provides Soil Capability Classification of Agriculture for lands across the country. The soils within the Scott Drain watershed area have an agricultural capability rating of Class 1 with no limitation in crop use.

3.0 Preliminary Investigations

3.1 On-Site Meeting

The On-Site Meeting for the drain was held on September 5, 2018 at 39298 Nature Centre Road. The following were present at the meeting:

- Eric (Dale) and Marion Hussey Property owners (Roll No. 6-021-00)
- Lucas Schilder Property owner (Roll No. 7-014-02)
- Melanie Pletch Property owner (Roll No. 7-016-00)
- Bill (William) Robinson Property owner (Roll No. 7-016-50)
- Kevin Scott Property owner (Roll No. 7-017-00)
- Andrew Campbell Property owner (Roll No. 8-018-00)
- Murray Vincent Property owner (Roll Nos. 8-021-00 & 8-022-00)
- Dean Vincent Representative (Roll Nos. 8-021-00 & 8-022-00)
- Douglas Walker Property owner (Roll Nos. 8-019-00 & 8-020-00)
- Linda Campbell Property owner (Roll No. 8-023-00)
- Ray Hallahan Councilor, Township of North Huron
- Kirk Livingston Drainage Superintendent, Township
- Geoff King Stewardship Services Coordinator, MVCA
- Caitlin Fergusson Burnside
- Jeff Dickson Burnside

Initially, Geoff King summarized the primary reasons for the drain improvement requests. He described the environmental improvements that had been made on the M. Pletch property (Roll No. 7-016-00) by the former owner, Murray Scott, in an effort to reduce sediment transport into the drain and to encourage fish to utilize the habitat that the drain

provided. Geoff explained the positive impacts that these features have made on the Scott Drain and emphasized that these features should become part of the Drain to ensure they are not removed in the future. He noted that the drain on the E. & M. Hussey property (Roll No. 6-021-00) was also in need of improvement, and the existing culvert crossing under Nature Centre Road, needs to be improved as it is approximately $\frac{3}{4}$ blocked. Geoff also indicated that Bruce Power has contributed funds to offset some of the costs to incorporate the existing features as well as provide for further environmental works within this watershed.

Eric (Dale) and Marion Hussey agreed that they have recently noticed worsening conditions in the drain and would like it to be improved on their property.

The general drainage conditions within the watershed were also discussed amongst those in attendance.

As a result of the meeting it was determined that the primary purpose of this Report was to propose improvements to the drain under Nature Centre Road and through the E. & M. Hussey property (Roll No. 6-021-00), as well as incorporate the various existing environmental features that had been installed on Lot 35, Concession 7.

4.0 Design Criteria & Engineering Considerations

4.1 Drainage System Design & Sizing

The applicable sections of the “A Guide for Engineers Working Under the Drainage Act in Ontario” (Publication 852), and the applicable sections of the “Drainage Guide for Ontario” (Publication 29), both of which were published by the Ontario Ministry of Agriculture and Food, were used to determine and supplement the design considerations for this drain.

Each component of the open drain was checked to ensure that the design criteria specified in Table 1 below was met.

Table 1 – Open Drain Design Criteria

Component	Design Storm Return Period ¹
Drain – Rural/Agricultural	2 year
Field Crossings	2 – 5 year
Residential or Major Agricultural Crossings	5 – 10 year
Lower-Tier Municipal Road Crossing	5 – 10 year
Upper-Tier Municipal Road Crossing	10 – 25 year

Table based on OMAFRA Publication 852, dated 2018.

¹ The Municipality and Conservation Authority may require a design varying from those listed

4.1.1 Modelling

A hydrologic and hydraulic model was created for the Scott Drain watershed using the computer program PCSWMM to simulate effects of the 2-year up to the 100-year return period design rainfall events on the drainage system.

Input parameters were based on watershed land use and soil characteristics gathered from aerial photography and the Huron County soils report and mapping. The Ministry of Transportation (MTO) intensity duration frequency (IDF) curve tool was used to develop a local IDF curve for the watershed and determine rainfall amounts and intensities as input to the design storm. A 24-hour SCS Type II rainfall distribution was chosen to provide design storms for the simulation.

4.1.2 Nature Centre Road Culvert Crossing

A simulation was run for a 10-year and a 25-year return period storm event both neglecting and considering the flow restriction caused by an existing 800 mm dia. culvert on the M. Pletch property (Roll No. 7-016-00). All storages (wetlands, berms, etc.) upstream of Nature Centre Road were neglected. The results of the modelling are summarized in Table 2 below.

Table 2 – Peak Flow Comparison at Nature Centre Road

Scenario	Neglecting Upstream 800 mm dia. Culvert		Considering Upstream 800 mm dia. Culvert	
	10 - Year	25 - Year	10 - Year	25 - Year
Peak Flow (m ³ /s)	2.0	3.5	1.3	1.5

It is anticipated that the effects of the storages (wetlands, berms, etc.) would result in considerably smaller peak flows at Nature Centre Road compared to what is presented in Table 2. As a result, it is our judgement that these values represent a conservative estimate of the flows that could reach Nature Centre Road.

As a result, a 1,200 mm dia. polymer laminated corrugated steel culvert was selected based on the following reasoning.

- This size of culvert in the proposed arrangement can convey a design flow of 2 m³/s. This should accommodate a 10-year storm return period storm at a minimum, satisfying the criteria specified in Table 1. Note that overtopping of the road at this crossing is not anticipated until flows are approximately 3 m³/s;
- Polymer laminated CSP has a service life of around 100 years, which is twice that of typical galvanized CSP, and was preferred by the Township; and
- The corrugated inside of the pipe will encourage slower flow velocities and encourage sediment deposition. This will help maintain drain bottom cover within the culvert which is important from an aquatic perspective.

4.1.3 Drain Design Considerations

The simulation suggested that a 2-year return period design storm resulted in a flow of approximately 0.8 m³/s in the Scott Drain downstream of Nature Centre Road. Cross sections of the existing drain and their corresponding gradient were reviewed on the E. & M. Hussey property (Roll No. 6-021-00) to determine the capacity of the existing drain. It was determined that the existing drain would require work just downstream of Nature Centre Road where a large amount of sediment has accumulated, and the drain cross-section is not well defined. The proposed work is anticipated to increase the capacity of the existing drain to the 2-year return period design flow at a minimum, satisfying the criteria specified in Table 1.

The elevations of the buildings on the E. & M. Hussey property (Roll No. 6-021-00) were also reviewed to determine any possible flooding risks resulting from the improvement of the culvert under Nature Centre Road. For flooding to occur, water would have to flow over the existing gravel driveway. The lowest survey shot on the gravel driveway was 302.41. A flow depth in the drain of approximately 1.2 m would be required to exceed this elevation and cause flooding on the private lands. For the 2 m³/s flow (design capacity of the Nature Centre Road culvert crossing) a flow depth of approximately 0.6 m is anticipated within the drain. As a result, flooding of the private lands is not anticipated unless an extreme storm event were to occur, or if a major blockage occurred downstream of the property causing a significant backwater effect.

4.2 Water Quality Considerations

The transport of sediment and nutrients from cropped land into drains and watercourses is a major concern to water quality in Ontario. Therefore, the design for the Scott Drain has incorporated several features to attempt to minimize these impacts including:

- Pools in the drain bottom to retain water and sediment and to provide fish refuge.
- Vegetated buffer strips to act as both a minimum setback distance for agricultural work for the drain, as well as a create a physical barrier and an area for soil particles and residue to settle out of sediment laden runoff before entering the drain.
- Rip-rap, vegetated stone revetment, large woody debris, and live staking to provide erosion protection along drain banks which are susceptible to erosion to reduce degradation, to provide some shade, and to enhance fish habitat.

4.3 Utilities Investigation

All public and private utilities shall be located by the Contractor prior to the construction of the proposed drain.

5.0 Environmental and Fisheries Considerations

As part of any Municipal Drain project, consideration must be given as to whether the drainage works has the potential to affect the environment, an existing drain, a natural

watercourse, a wetland, or any other environmental feature. A review of the work is required by and comments and concerns regarding the natural environment are provided by various agencies; subsequent approvals and/or permits must often also be obtained from the applicable agencies. The improvements proposed within this Report are intended to mitigate, wherever possible, potential impacts to existing aquatic and terrestrial habitat within the drain as well as the areas adjacent to the drain. After completion of the proposed work, it is Burnside's desire and intent to have designed and constructed a drainage system that respects and enhances the existing natural environment while at the same time provides improved drainage for the affected lands and roads within the watershed.

Environmental Agencies involved in this project are the local Conservation Authority (CA), The Ministry of the Environment, Conservation and Parks (MECP) and Fisheries and Oceans Canada (DFO).

5.1 Maitland Valley Conservation Authority (MVCA)

The MVCA was apprised of the project throughout its progression. Ben Van Dieten and Stephen Jackson of the MVCA reviewed a final draft of the Burnside report and drawings and confirmed via email that they did not have any issues or concerns and that they would process a Permit for the proposed works. A copy of Permit ALT25/2020 received from MVCA dated November 26, 2020 has been included in Appendix G of this Report.

5.2 Ministry of the Environment, Conservation and Parks (MECP)

A site screening was completed by Burnside and no terrestrial Species at Risk (SAR) were identified within the working area. The proposed works will predominately occur on Township's ROW and through a manicured lawn area. The areas will be restored following construction and therefore no permanent impacts on SAR are anticipated.

The Contractor will still be responsible to ensure that during the construction no extirpated, endangered, threatened, or special concern species or their habitats are adversely affected.

5.3 Fisheries and Oceans Canada (DFO)

A request for review of the proposed works was submitted to DFO for review (DFO File Number 20-HCAA-00925). A copy of the Letter of Advice received from DFO dated August 7, 2020 has been included in Appendix G of this Report.

No aquatic Federal Species at Risk have been identified within this drainage area that would require special consideration under the Species at Risk Act (SARA).

6.0 Proposed Design

6.1 Proposed Construction Work on Each Property

Part of Lot 34, Concession 7 (Roll No. 7-016-00)

- Excavation of a 5 m long x 0.5 m deep pool in the drain bottom; and
- Installation of a cofferdam and pumping system.

Nature Centre Road

- Installation of approximately 18 m of 1,200 mm Polymer Laminated CSP (68 mm x 13 mm corrugations, 2.0 mm thickness) by the open cut method through (under) Nature Centre Road;
- Restoration of Nature Centre Road; and
- Installation of rip-rap erosion protection along the banks of Nature Centre Road at the inlet and outlet of the CSP.

Part of Lot 34, Concession 6 (Roll No. 6-021-00)

- Excavation of three 5 m long x 0.5 m pools in the drain bottom;
- Approximately 12 m of sediment removal and drain realignment;
- Approximately 30 m of low flow meandering drain construction;
- Installation of vegetated stone revetment including the installation of red osier dogwood live stakes, and installation of large woody debris along the drain banks;
- Removal of one willow tree within the existing top of bank;
- Tree removal as required for construction access;
- Installation of a rock check dam as erosion and sediment control; and
- Complete restoration and seeding of all of the disturbed lawn areas.

Lot 36, Concession 7 (Roll No. 7-016-50 & Roll No. 7-017-00)

- Installation of one (1) 150 mm dia. surface water inlet c/w connection to the existing 350 mm (14 inch) drain tile (on the property line) at Station T0+683.

6.2 Incorporation of Environmental Features

Following the adoption of this Report, many of the previously constructed environmental features on the former (Murray) Scott property shall be considered part of this Drain, and therefore subject to future maintenance. As per the accompanying drawings, any areas denoted as being grassed, forested, wetland, or hayed/foraged shall remain as such in the future. If, in the future a property owner changes any of these areas to an alternative land use, the Drainage Superintendent (if deemed necessary) shall have the authority to restore an area to the designation in this Report and at the property owner's expense.

Four separate Feature Areas on Lots 34 and 35, Concession 7 are defined and depicted in the drawing set in Appendix H. The environmental components in each Feature Area are summarized below:

Feature Area One (Drawing No. 6 of 11)

The environmental features to be included in this area are:

- Wetland F;
- The small berm;
- All surface water inlets, surface water pipes, and rip-rap spillways required for the proper function of the small berm;
- Any overland flow routes required for the proper function of the wetland; and
- All trees and plantings within this area.

Figure 1 – Wetland F, Facing West



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the wetland area as required when requested by the property owner(s). The footprint of this wetland shall be approximately 0.03 ha and side slopes shall be no steeper than 2H:1V. The Drainage Superintendent shall ensure that adequate vegetation remains on the swale directing flows from the outlet of wetland F to

the existing nitrate filters and rip-rap flow route. Neither of the nitrate filters shall be considered to be part of the Drain for future maintenance purposes.

The small berm shall be maintained to a height of approximately 1.2 m (from top of berm to low area at upstream end of the berm). The SWI has been installed in the low area at the upstream end of the berm, shall be approximately 0.75 m lower than the catchbasin servicing the berm, and may be replaced by the Drainage Superintendent with a 200 mm dia. SWI as needed. The SWI shall outlet to Wetland F as depicted on the attached drawing set and the 200 mm dia. pipe shall be maintained by the Drainage Superintendent. The catchbasin shall be maintained as a 900 mm x 1,200 mm concrete OB with an 800 mm dia. outlet pipe (either CSP or dual-wall HDPE) with an invert elevation no less than 1.0 m below the top of the CB.

This area shall remain as a wetland and woodlot only. No land uses within Feature Area One shall be altered, cultivated, removed or utilized for agricultural purposes.

Feature Area Two (Drawing No. 7 of 11)

The environmental features to be included in this area are:

- The diversion berm;
- Wetland D and the grassed buffer surrounding the wetland;
- The french drain servicing Wetland D;
- All surface water inlets, surface water pipes, and rip-rap spillways required for the proper function of the diversion berm and wetland area; and
- The grassed waterway north of the diversion berm.

The diversion berm shall be maintained to the elevations as indicated on the profile on the accompanying drawings. The berm shall be maintained with one outlet at Sta. B0+100. This outlet shall consist of a 200 mm dia. SWI with a 200 mm dia. outlet as per the accompanying drawings. An additional outlet shall be maintained at Sta. B0+220. This outlet shall consist of a 200 mm dia. SWI with a 200 mm dia. CSP or HDPE pipe (320 kPa) through the diversion berm. The elevations of these structures shall be as denoted on the applicable drawings.

Figure 2 – Wetland D, Facing West



Photo Credit: MVCA, Geoff King

Wetland D shall be maintained to an elevation no deeper than the specified depth on the accompanying drawings (approx. 312.00). **A shallow ground water aquifer is located in this general area and shall not be disturbed.** Sediment shall be removed from the wetland area as required when requested by property owner(s). The footprint of this wetland shall be approximately 0.15 ha and side slopes shall be no steeper than 2H:1V. The 150 mm dia. CSP outlet pipe for this wetland area shall be maintained by the Drainage Superintendent and be replaced as required with a new CSP outlet or dual-wall HDPE pipe (320 kPa). There is also a french drain present within this wetland area that shall be maintained by the Drainage Superintendent. The french drain shall be repaired with perforated dual wall HDPE pipe (320 kPa) c/w pipe sock in the approximately same location and depth of the existing french drain as per the applicable details.

Furthermore, all shrubs, trees, and other vegetation (i.e. phragmites) near Wetland D shall be closely monitored by the Drainage Superintendent to ensure that they do not impact or clog the french drain or storage area within the wetland area. Vegetation has been problematic in this area in the past and shall be monitored and controlled as this area is believed to be **responsible for a large portion of the baseflow** within the Scott Drain.

The grassed spillway used as an overflow for Wetland D shall be maintained to a minimum width of 5 m from Sta. B0+500 to B0+620. The grassed spillway currently outlets across the diversion berm with two 450 mm dia. CSP pipes. For maintenance purposes this overflow, including the two CSP pipes can be reinstalled to approximately the same elevations as specified on the applicable drawing(s). The CSPs can alternatively be replaced with HDPE pipes (320 kPa) with a similar capacity to the existing CSPs. The grassed swale to the east of Wetland D starting near Sta. B0+280 and outletting at the west edge of Wetland D shall also be maintained to a minimum width of 5 m. There is also a subdrain in this portion of the swale that shall be maintained with perforated HDPE pipe (320 kPa) in the same general location, and with a similar capacity to the existing subdrain.

The rip-rap spillway extending downstream from the outlet of the two CSP pipes shall be maintained to its confluence with the Scott Drain. If required, additional OPSS R50 rip-rap shall be installed to repair damaged sections of this spillway.

Figure 3 – Major Storm Outlet for Diversion Berm



Photo Credit: MVCA, Geoff King

Figure 4 – Drain Pool and Spillway from Diversion Berm Overflow near Sta. 0+995



Photo Credit: MVCA, Geoff King

The existing nitrate filter in this area shall not be considered to be part of the Drain for future maintenance purposes.

Feature Area Three (Drawing No. 8 of 11)

The environmental features to be included in this area are:

- Wetland C;
- All surface water inlets, surface water pipes, and rip-rap spillways required for the proper function of Wetland C;
- Natural channel design features within the closed portion of the Scott Drain;
- The existing 800 mm dia. CSP culvert crossing in the Scott Drain;
- All trees and plantings within this area;
- Wetland E; and
- The control box, french drain, CSP outlet and major storm CSP outlet required for the proper function of the Wetland E.

Figure 5 – Wetland C, Facing West



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the wetland area as required when requested by property owner(s). The footprint of Wetland C shall be approximately 0.16 ha and side slopes shall be no steeper than 2H:1V.

The SWI shall be installed in the low area in the location depicted in the accompanying drawing set. The SWI may be replaced by the Drainage Superintendent with a 200 mm dia. SWI as needed. The SWI shall outlet in the woodlot area as depicted on the attached drawing set and the 150 mm dia. pipe shall be maintained by the Drainage Superintendent with dual-wall HDPE pipe (320 kPa).

The spillway from the outlet of the Wetland C including the 500 mm dia. CSP and 400 mm dia. CSP crossing the existing trail shall be maintained to its confluence with the Scott Drain. Any erosion occurring in this area may be reinforced with OPSS R50 rip-rap. The CSPs can alternatively be replaced with HDPE pipes (320 kPa) with a similar capacity to the existing CSPs.

Figure 6 – Wetland E, Facing West



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the wetland area as required when requested by property owner(s). The footprint of Wetland E shall be approximately 0.16 ha and side slopes shall be no steeper than 2H:1V. The control box shall be monitored by a Commissioner as appointed by the Township (refer to Section 8.2.3.1 of this Report). For future maintenance, the Drainage Superintendent may replace the overflow 250 mm dia. CSP with a similar sized CSP or alternatively a solid dual-wall HDPE pipe (320 kPa) with a similar capacity to the existing CSP. The control box shall be maintained as an Inline Water Level Control Structure as manufactured by Agri Drain (see product specifications in Appendix H) with the same or an equivalent box, and pipe dimensions and same number and height of stoplogs as the existing control box. There is also a french drain present within this wetland area that shall be maintained by the Drainage Superintendent. The french drain shall be repaired with perforated dual wall HDPE pipe (320 kPa) c/w pipe sock in approximately the same location and depth as the existing french drain as per the accompanying details.

Figure 7 – Outlet of CSP Culvert Crossing on Scott Drain near Sta. 0+800



Photo Credit: MVCA, Geoff King

The laneway crossing and the drain in this area shall be maintained as noted on the profile and details in the accompanying drawing set.

This area shall remain as wetland and woodlot area only. No land uses within Feature Area Three shall be altered, cultivated, removed or utilized for agricultural purposes.

Feature Area Four (Drawing No. 9 of 11)

The environmental features to be included in this area are:

- Wetland A;
- Wetland B;
- The modified catchbasin c/w backflow preventor which only allows flows from the catchbasin to the wetland and not vice versa, control box, CSP outlets, major storm CSP outlet and rip-rap spillways required for the proper function of the wetland areas; and
- Buffer plantings around both wetlands.

Figure 8 – Modified Catchbasin



Photo Credit: MVCA, Geoff King

The modified catchbasin shall be maintained to the elevations as specified on the accompanying drawings. The modified catchbasin is intended to divert flow to the wetland during low flows periods and to utilize the closed portion of the Drain during high flow events. The pipe directing flows from the catchbasin to Wetland A is complete with a backflow preventor which shall be maintained by the Drainage Superintendent as it is essential to the proper functionality of the Wetlands A, B, and C. The structure shall be kept free of sediment to ensure that it can function properly.

Figure 9 – Wetland A and Control Structure, Facing North



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the Wetland A as required when requested by property owner(s). The footprint of Wetland A shall be approximately 0.29 ha, and side slopes shall be no steeper than 2H:1V.

The pipe from Wetland A both to and from the control box controlling flows to Wetland B shall be maintained as either a 150 mm dia. CSP or dual-wall HDPE pipe (320 kPa). Similarly, the major storm overflow pipe of Wetland A shall be maintained as either a 375 mm dia. dual-wall HDPE pipe or similarly sized CSP. These pipes shall be maintained to the approximate elevations depicted on the accompanying drawing set. The control box shall be monitored by a Commissioner as appointed by the Township (refer to Section 8.2.3.1 of this Report) and maintained by either the Drainage Superintendent or Commissioner. The control box shall be maintained as an Inline Water Level Control Structure as manufactured by Agri Drain (see product specifications in Appendix H) with the same or an equivalent box, and pipe dimensions and same number and height of stoplogs as the existing control box. Plantings surrounding the wetlands shall extend from the Lot 36, Lot 37 property line as dimensioned on the accompanying drawings.

When in a closed position this control box has been designed to primarily utilize the storage in Wetland A, but will allow for flow to Wetland B prior to allowing flow into the closed portion of the Municipal Drain or the major storm overflow of Wetland A.

The control box servicing the systematic tile of the Lot 36, Concession 7 lands that outlet into Wetland A shall not be considered to be part of the Drain for future maintenance purposes. The owner(s) of the Lot 36, Concession 7 lands shall have the authority to access and adjust the control box on Lot 36, Concession 7 property as required for their tile drainage.

Figure 10 – Wetland B, Facing East



Photo Credit: MVCA, Geoff King

Sediment shall be removed from the Wetland B as required when requested by property owner(s). The footprint Wetland B shall be approximately 0.41 ha, and side slopes shall be no steeper than 2H:1V.

The SWI shall be installed in the low area in the location depicted in the accompanying drawing set. The SWI may be replaced by the Drainage Superintendent with a 200 mm dia. SWI as needed. The SWI shall outlet in the woodlot area as depicted on the attached drawing set and the 200 mm dia. pipe shall be maintained by the Drainage Superintendent.

Any erosion occurring in these areas may be reinforced with OPSS R50 rip-rap to the discretion of the Drainage Superintendent.

The buffer area around Wetland B may be farmed with only hay or forage crops; no row crops will be permitted. No land uses within Feature Area Four, other than the hay or forage crops, shall be altered, cultivated, removed or utilized for agricultural purposes.

The Existing Drain from Sta. 0+214 to Sta. 1+050

The environmental features that are to be included in this area are:

- The riffle and pool sequencing in the Scott Drain; and
- All trees and plantings within this area.

Figure 11 – Riffle and Pool Sequencing in the Scott Drain



Photo Credit: MVCA, Geoff King

The drain in this area shall be maintained as noted on the profile and detailed in the accompanying drawing set. All riffles shall be maintained where noted on the profile and shall not be removed. Repairs to the riffles shall be completed with riverstone and granular 'B' material.

This area shall remain as a wetland and woodlot area only. It should be noted that the plantings on the south and west sides of the drain are most critical for maintaining good fish habitat as they provide shade to the watercourse during the hottest periods of the day in an attempt to maintain thermal conditions.

6.3 Scott Drain (1946) Partial Abandonment

Section 19 of the Act states:

"The engineer in the report may recommend the abandonment of any drain or part thereof that is no longer useful or that is being supplanted by a new drainage works. R.S.O. 1990, c. D.17, s.19."

This report authorizes the abandonment of the portion of the Scott Municipal Drain (1946) upstream of Station T 0+683 for the purposes of future maintenance. This portion of the drain shall cease to have Municipal Drain status following the adoption of this Report. The clay tile on Roll No. 7-017-00 shall become the property and responsibility of the owner of the land upon which it is located. The existing clay tile shall be re-connected to the Scott Drain on the property line at the mid-point of Lot 36, Concession 7 (between Roll No. 7-016-50 and 7-017-00) at the proposed SWI to be installed as part of this Report.

6.4 Working Space and Access Routes

The working space and access routes being provided for construction and future maintenance are described in Appendix F – Special Provisions. Access to the working space as shown on the accompanying drawings is to be confirmed by the Contractor with property owners and the engineer prior to the commencement of construction.

6.5 Change Orders

If unforeseen circumstances are encountered following the adoption of this Report, the Engineer may issue change orders, as required to have the work properly constructed.

7.0 Description of Appendices

7.1 Appendix A – Allowances

In accordance with Section 8(1)(d) of the Act, this Appendix provides a breakdown of the allowances provided under Sections 29, and 31 of the Act. These sections are:

- Section 29 – Right-of-Way
- Section 30 – Damages
- Section 31 – Existing Drains

A summary of the allowances provided under each section of the Act is included in this Appendix. Allowances will be deducted from total assessments in accordance with Section 62(3) of the Act.

7.1.1 Section 29 – Right-of-Way

Section 29 the Act states:

“The engineer in the report shall estimate and allow in money to the owner of any land that it is necessary to use,

[1] for the construction or improvement of a drainage works;

[2] for the disposal of material removed from drainage works;

[3] as a site for a pumping station to be used in connection with a drainage works;

[4] or as a means of access to any such pumping station, if, in the opinion of the engineer, such right of way is sufficient for the purposes of the drainage works,

the value of any such land or the damages, if any, thereto, and shall include such sums in the estimates of the cost of the construction, improvement, repair or maintenance of the drainage works. R.S.O. 1990, c. D.17, s.29.”

The right-of-way is defined as the footprint of the drain, the working space for the Contractor during construction, and also the working space for the Township for future maintenance. No ROW allowances were provided in the 1946 report for the Scott Municipal Drain.

In this report, an assumed land value of workable, agricultural land of **\$30,888** per hectare (i.e., **\$12,500** per acre) has been used to calculate the right-of-way allowances. This value is adjusted based on the factors summarized in Table 3.

Table 3 – ROW Allowance Factors

ROW Provided For	Allowance Width (m)	Factor
Existing Open Drain	Drain Width	0.00
Road ROW	10	0.00
Working Space - Wetland/Woodlot	6	0.10
Working Space - Ag Land	6	0.20
Working space - Residential	6	0.30
Tile Drain - Ag Land	10-15	0.30
Tile Drain - Wetland/Woodlot	10-15	0.15

No allowance was provided for the footprint of the existing open drain on the basis that the land is currently occupied by the open drain. A working space allowance has been provided for all components of the drain that may require maintenance in the future at a reduced land value on the basis that these lands will be useable by the property owner(s) following construction.

A \$200 access allowance has also been provided to the M. Pletch (Roll No. 7-016-00) property to provide access as required to get to the working spaces described in Appendix F.

Permanent buildings, structures or plantings should be avoided within the right-of-way, to allow for the future maintenance of this drain; any such features may be removed if deemed necessary by the Drainage Superintendent in order to perform maintenance.

7.1.2 Section 31 – Existing Drain

Section 31 of the Act states:

“Where an existing drain that was not constructed on requisition or petition under this Act or any predecessor of this Act is incorporated in whole or in part in any drainage works, the engineer in the report shall estimate and allow in money to the owner of such drain or part the value to the drainage works of such drain or part and shall include such sum in the estimates of the cost of construction, improvement, repair or maintenance of the drainage works. R.S.O. 1990, c. D.17, s.31.”

In this Report, the environmental features constructed (by the late Murray Scott) on the M. Pletch property; namely, Lot 35, Concession 7 (Roll No. 7-016-00) have been incorporated into the proposed drain. These features required a considerable amount of labour, time and capital to construct, and as such, an existing drain allowance was provided as follows:

- An allowance of \$500 per 0.1 ha of land utilized has been provided for each of the wetland areas described in this Report;
- A \$5,000 allowance has been provided for the construction of the diversion berm and all the infrastructure required for its proper function (Refer to drawing 7 of 11); and
- A \$500 allowance has been provided for the construction of the small berm and all the infrastructure required for its proper function (Refer to drawing 6 of 11).

7.2 Appendix B – Project Cost Estimate

In accordance with Section 8(1)(b) of the Act, this Appendix provides a breakdown of the total estimated cost of the proposed work, including all labour, materials, construction, engineering, administration and allowances.

7.3 Appendix C – Special Assessments

Section 26 of the Act states:

“In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be

assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority. R.S.O. 1990, c. D.17, s.26.”

In this Report, a Section 26 assessment was levied to Nature Centre Road. The increased cost for installing the road crossing has been assessed to the road authority, as has an administrative charge for the on-site construction inspection. The remaining administrative costs have been assessed as a Specific Benefit to the affected road.

7.4 Appendix D1 – Schedules of Assessment for Construction

7.4.1 General

In accordance with Section 8(1)(c) of the Act, this Appendix show the distribution of the total estimated cost over the lands and roads involved and are in accordance with Sections 21, 22, 23 and 26 of the Act (a description and breakdown of the Section 26 - Special Assessments is shown in Appendix C). Affected private lands that are deemed to have an agricultural tax class may be eligible for any grants which may be available through the Ontario Ministry of Agriculture and Food and Rural Affairs (OMAFRA). The engineering and administration costs have been assessed out over the entire drain.

The assessments have been calculated using a modified Todgham Method to distribute the project costs throughout the watershed in a fair and equitable manner. Detailed calculations of these assessments are available to affected property owners upon request. More information on assessment and the Drainage Act can be found on the OMAFRA website.

7.4.2 Sections 21, 22 and 23 – Benefit and Outlet Assessment

Section 21 of the Act states:

“The engineer in the report shall assess for benefit, outlet liability and injuring liability, and shall insert in an assessment schedule, in separate columns, the sums assessed for each opposite each parcel of land and road liable therefor. R.S.O. 1990, c. D.17, s. 21.”

Section 22 of the Act states:

“Lands, roads, buildings, utilities or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance or repair of a drainage works may be assessed for benefit. R.S.O. 1990, c. D.17, s.22”

Section 23 of the Act states:

“(1) Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly

or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse, may be assessed for outlet liability.

(2) If, from any land or road, water is artificially caused by any means to flow upon and injure any other land or road, the land or road from which the water is caused to flow may be assessed for injuring liability with respect to a drainage works to relieve the injury so caused to such other land or road.

(3) The assessment for outlet liability and injuring liability provided for in subsections (1) and (2) shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments.

(4) The owners of the lands and roads made liable to assessment only under subsection (1) or (2) shall neither count for nor against the petition required by section 4 unless within the area therein described. R.S.O. 1990, c. D.17, s.23.”

Throughout the course of the drain, specific costs were assigned to various property owners. Parts of the costs of items such as catchbasins, junction boxes, berms, etc. were assessed to the lands directly upstream and downstream of the item and/or the entire upstream watershed.

7.5 Appendix D2 – Schedules of Assessment for Maintenance

In accordance with Section 38 of the Act, assessment schedules for future maintenance of the proposed drain have been completed. Affected lands located upstream of the maintenance shall be determined by the Drainage Superintendent and assessed according to these schedules.

7.6 Appendices D3 Through D7 – Supporting Assessment Calculations

The Todgham Method (modified) has been used to determine assessments for this project and supporting calculations for the assessments have been provided in these Appendices.

The Todgham Method is explained in detail below:

The estimated costs have been assessed to all affected lands and roads, in accordance with the appropriate Sections of the Act, and in general following what is commonly referred to as the “*Todgham Method*”. This is a manner or system of determining assessments that is generally accepted by the drainage engineering community as being fair and equitable. The basics of this method are explained here, whereas the details of the assessments for this Drain are included in Appendix D.

- a) **Equivalent Areas** – In order to conform to Section 23(3) of the Act, an “equivalent area factor” is applied to all lands and roads within the drainage area. This factor is established for each parcel of land within the drainage area and is dependent on the particular characteristics of that land, the prime characteristics being land use and topography. In this way “... *the volume and rate of flow of the water artificially caused to flow ... into the drainage works ...*” is established on a relative basis for “... *the lands and roads liable for such assessments.*” The equivalent area factors for this Drain are shown in Appendix D and using this information, a Section Data Table is prepared for the drainage area for each part of the Drain.
- b) **Sections of the Drain** – Based on sub-drainage areas and property lines, the subject Drain or Drains are divided into various Sections for assessment purposes, normally with Section 1 being at the downstream end. These Sections are shown on the Section Data Table. The equivalent areas within and upstream of each Section are also determined and are shown on this Table.
- c) **Costs for Each Section** – A total cost for each Section is calculated and includes all costs, such as materials, construction, allowances, engineering and administration. The total of these sectional costs must equal the total project cost including any special assessments made in accordance with Sections 24 and 26 of the Act. The Section Costs table for this project is shown in Appendix D.
- d) **Assessment for Benefit** – To completely understand the assessment process, the reader must be aware of the definition of “benefit” contained in Section 1 of the Act. Standard practice is to make an assessment for benefit only to those properties upon which the work is actually done or to those properties adjacent to where the work is actually done, when the drain is located on or near the boundary between one or more properties.
- e) **Outlet Liability Assessment** – An understanding of “outlet liability”, as defined in Section 1 of the Act, is also required to comprehend the assessment process. Standard practice is to also make an assessment for outlet liability to any and all lands and roads that are within the drainage area since, in some manner, runoff from those lands will use all or part of the Drain as an outlet.
- f) **Direct Outlet Assessment** – This term is used to describe the assessment for outlet made to those lands within each section of the Drain that outlet directly into that section. For example, if there are 15 equivalent hectares within the sub-drainage area of Section 3 of the Drain, these 15 equivalent hectares gain direct outlet to the Drain somewhere within the length of Section 3 and can be assessed for the outlet obtained within that section. This assessment is not separately defined in the Act and is usually included with benefit when assessments are calculated.
- g) **Variation of Assessments throughout the Length of the Drain** – When engineers calculate assessments, they must decide; (1) what portion of the cost of each section will be assessed as benefit and direct outlet to the land upon which the Drain is being constructed, and (2) what portion will be assessed as outlet to the lands and roads upstream of that section. It is generally accepted that the benefit and direct outlet

portion of a downstream section is comparatively low since most of the capacity of the Drain is being provided as outlet for the upstream lands. Conversely then, the benefit and direct outlet portion of an upstream section is normally high since most of the capacity there is being provided for the land upon which the Drain is being constructed. Normally; therefore, for a downstream section of the Drain, the portion of the cost assessed as benefit and direct outlet is low, and the portion assessed as outlet is high while, for an upstream section of the Drain, the portion of the cost assessed as benefit and direct outlet is high, and the portion assessed as outlet is low. Taken to the extreme, that is to the last upstream property in the drainage area, all of the cost of any work done on that property would be assessed to it as benefit and direct outlet, since there are no other lands upstream thereof that can be assessed for outlet.

h) **Actual Assessment Calculations for a Typical Section of the Drain** – The process used for the calculation of the assessments for each section of the Drain is generally the same. A brief description of this process follows. Reference to a typical “Sectional Assessment Worksheet” should assist the reader with this description by matching the numbers in the square brackets (i.e. [#]).

- [1] **Cost/Eq. Ha. from D/S** – This figure is the cumulative outlet assessment per equivalent hectare that is brought forward from the previous section (where applicable).
- [2] **Total Section Cost** – This is the total sectional cost, as previously explained.
- [3] **Specific Costs** – These are costs for specific items that are considered to apply only to a particular property or road and not to all the lands within the drainage area. These costs can be Section 24 Assessments, Section 26 Assessments or “specific” benefit assessments. The total of all specific costs is calculated and deducted from the Total Section Cost to leave the “Remainder to Assess”. These specific assessments are then posted to the particular property or road in the Summary Table.
- [4] **Normal Outlet** – At this point in the process, the engineer uses professional judgment and experience to establish the percentage of this “Remainder to Assess” that should be assessed as Normal Outlet to the lands and roads upstream of this section. The balance will then be the amount to be assessed as Normal Benefit and Direct Outlet to the lands and roads in this section.
- [5] **Equivalent Area Drained** – This is the equivalent area that is upstream of the subject section of the Drain. The portion of the cost that has been determined to be assessed as outlet for this section is then divided by this equivalent area. This results in the amount per equivalent hectare that is to be assessed as outlet to those upstream lands and roads for this section. This amount is then transferred to the “Cumulative Cost/Eq. Ha. carried U/S” item at the bottom of the worksheet.

- [6] **Remaining for Normal Benefit and Direct Outlet** – This figure is the amount remaining to be assessed after subtracting the outlet assessment amount.
 - [7] **Direct Outlet** – At this stage, the engineer uses professional judgment and experience to establish the length of this section of the Drain that is used by each parcel of land within the section. The calculation, as shown on the worksheet, is then made to determine the “Direct Outlet” assessment for each of these parcels. These “Direct Outlet” assessments are then transferred to the Summary Table. The “Total of Direct Outlet” amount is then subtracted from the previous sub-total to provide the amount “Remaining for Normal Benefit”.
 - [8] **Remaining for Normal Benefit** – This figure is the Normal Benefit assessment levied against the lands within this section. It is then transferred to the appropriate location in the Summary Table.
 - [9] **Summary Table - In Section** – This is the listing of the parcels of land within this section of the Drain. The assessments determined for each of these parcels are posted in this Table.
 - [10] **Summary Table - U/S of Section** – This is where the properties that use only this section of the Drain, and outlet through those downstream, are listed and the outlet assessments applicable to each are posted. These assessments are calculated by multiplying the equivalent area of each property listed by the Cumulative Cost/Eq. Ha. carried U/S.
 - [11] **Sub-Total** – This is the total of the assessments levied within this section of the Drain.
 - [12] **Cumulative Total** – This is the total of all the assessments levied to this point on the Drain.
 - i) **Initial Reconciliation of Total Assessments** – When all sectional assessments have been completed, they are reconciled, and the totals established per property.
 - j) **Final Fairness Test** – The engineer then reviews the reconciled totals from above, comparing each one with all of the others, to ensure that, in his/her opinion, each property has been dealt with fairly as compared with every other property. If any unfairness appears, this is adjusted out until the engineer is satisfied that all assessments are fair and in balance, having in mind the actual conditions in the field.
- Schedule of Assessments** – When the engineer is satisfied with the final assessments, the Schedule of Assessments is prepared. The Schedule of Assessments for Main Drain Open, Main Drain Closed, Branch A, Branch B and the entire drain are provided in Appendix B.

7.7 Appendix E – Standard Drain Specifications

The Standard Drain Specifications have been provided in Appendix E and govern the work described herein.

7.8 Appendix F – Special Provisions

Special Provisions are specific directions for this project. The Special Provisions detail requirements not encompassed by Appendix E – Standard Drain Specifications. Special Provisions shall take precedence over Standard Drain Specifications where a conflict between the two documents may exist.

7.9 Appendix G – Agency Correspondence

Project recommendations and requirements from the MVCA, MECP, and DFO are listed in this Appendix.

7.10 Appendix H – Manufacturer Product Specifications

Specifications for the different products used in the construction of the wetlands are included in this appendix.

7.11 Appendix I – Drawings

Eleven (11) drawings are included with this report, consisting of a plan, profiles and details pertinent to the construction and maintenance of the proposed drain.

8.0 Maintenance and Future Considerations

8.1 General

While the Township will be responsible for the maintenance of the (Murray) Scott Drain & Stream Rehabilitation Project after construction is complete, the sections with the Act dealing with obstruction of, damage, and injury to a Municipal Drain, namely Sections 80 and 82, are brought to the attention of the property owners. Under these sections, both the property owners and the Township have responsibilities to ensure that the Drain is properly maintained and kept in good working condition.

Proper maintenance of the existing and proposed works described herein will be necessary to ensure that all parts continue to function properly. The maintenance and integrity of open drains are especially important since these conduits often provide an outlet for either the closed portions of a municipal drain or private drainage systems.

This maintenance should include regular inspections and subsequent necessary work along the entire length of the Drain and should ensure that all open drains, sediment traps, permanent sediment control measures, closed drains, outlet pipes/structures, rodent grates, trash racks, stilling basins, precast concrete structures and associated grates, berms and storage areas, spillways, surface water inlets, control gates, french drains, wetlands, and municipal drain tile remain unobstructed by trash, debris or sediment and are cleaned on a regular basis. As well, any areas of washout, settlement or erosion should be attended to immediately.

Landowners involved with this Drain should make regular inspections of the portion(s) on their property and immediately report any problems to the Township so that the Drainage Superintendent and/or Commissioner can take proper action in implement appropriate remediation to ensure drain continues to function properly and as intended. It will also be necessary to maintain any permanent sediment control measures that form part of the drainage works. Further, regular inspections will be required by the Drainage Superintendent and/or Commissioner.

8.2 Future Maintenance

8.2.1 Maintenance Methods

Where possible, maintenance shall be completed using non-intrusive methods; i.e. “hand work” as the (Murray) Scott Drain & Stream Rehabilitation Project is a sensitive aquatic environment. Only hand work shall be allowed downstream of Sta. 0+103.

If hand work is not feasible, construction of portions of the drain may be performed with a machine. Any tree clearing required for access to complete this work shall be limited to the working spaces specified in Appendix F. Disturbance of trees and plantings, especially those on the south and west side of the drain shall be minimized.

It shall be to the discretion of the Drainage Superintendent to determine when machine work is necessary for drain maintenance as opposed to hand work.

8.2.2 Environmental Features

The environmental features that form part of the (Murray) Scott Drain & Stream Rehabilitation Project and which are to be maintained by the Township shall be those as described in Section 6.2 of this report. The details and dimensions of all SWIs, control boxes, culverts, surface water pipes, french drains, rip-rap and spillways, wetlands, berms, etc. shall be as specified in this report. These environmental components shall not be increased or decreased in size, shall not be removed or added to, and shall remain as described in Section 6.2. Any improvement to or any removal of the environmental features or components in this report would (if even possible) presumably be under the auspices of Section 78 of the Drainage Act and would necessitate the completion and filing of a new engineer’s Report.

The Township Drainage Superintendent shall also refer to Section 6.2 for the various components that are not part of the drain and therefore not subject to maintenance.

8.2.3 Open Drain Maintenance

Any areas of washout, settlement, erosion, or other disrepair within the proposed drain shall be maintained as needed by the Drainage Superintendent. The rip-rap erosion protection, stilling basin, etc. shall be inspected on a periodic basis by the

Drainage Superintendent and cleaned out as required to maintain the efficiency of the structures and to prevent sedimentation or erosion of the drain.

8.2.4 Closed Drain Maintenance

Catchbasin inlets and surface water inlets should be inspected by the Drainage Superintendent on a regular basis, prior to heavy rainfall events and spring snowmelt to ensure that ice or snow or other material have not obstructed the inlets. Property owners should assist with the maintenance activity by making regular inspections of the drain and inlet structures, clearing debris from the inlet structures in a timely manner and reporting any problems to the Township of North Huron, so that the Drainage Superintendent can take proper action. Note that following the adoption of this report as per Section 0 of this report the closed drain will no longer be Maintained by the Township upstream of Sta. T 0+683 following the adoption of this report.

8.2.4.1 Maintenance Commissioner

Section 95 of the Act states:

“For the better maintenance and repair of drainage works by embanking, pumping or other mechanical operations, the council of the municipality initiating the drainage works may by by-law,

(a) appoint one or more commissioners with power to,

(i) enter into all necessary and proper contracts for the purchase of fuel, erection or repairs of buildings and purchase and repairs of machinery, and

(ii) do all other things necessary for successfully operating the drainage works and for keeping the embankment thereof in repair as may be set forth in the by-law appointing the commissioner or commissioners; and

(b) provide for defraying the annual cost of maintaining and operating the drainage works by assessment upon the lands and roads in any way liable to assessment therefor. R.S.O. 1990, c. D.17, s.95.”

The adjustment of the Agri Drain control structures that service the wetlands and that form part of the (Murray) Scott Drain & Stream Rehabilitation Project may be required multiple times each year. As such, it is recommended the Township consider the appointment of a Commissioner by the Council to monitor the control structures on an as needed basis. Typically, the control structures are set to allow more flow during higher flow periods in the year (i.e. spring) and allow less flow during the lower flow periods in the year (i.e. summer). This is in an effort to maximize the effectiveness of the wetlands from both a water quality and quantity perspective.

The control structures are recommended to be adjusted as follows:

Control Box	Timing	Control Box Setting	Comment
Wetland A Control Box	Late Fall	Open	To drain wetlands and allow for storage in wetland areas during winter and for spring thaw
	After Spring Thaw	Closed	To encourage ponding in wetland areas A, B and C and help maintain constant baseflow in the Scott Drain in dryer months
Wetland E Control Box	Late Fall	Open	To drain wetlands and allow for storage in wetland areas during winter and for spring thaw
	After Spring Thaw	Closed	To encourage ponding in wetland areas and help maintain constant baseflow in the Scott Drain in dryer months
Control Box for Systematic Tiling on Robinson Property	All Year	Open	Robinson property Roll No. (7-016-50) to have control of the box. Can consider closing box in summer months to hold water and nutrients in soil during dry conditions

It is recommended that the Township “consider” the appointment of one or more commissioners in accordance with this section of the Drainage Act to tend to the maintenance requirements as described above.

All work completed by any appointed maintenance commissioner shall be communicated to the Drainage Superintendent and approved prior to it being completed.

8.3 Maintenance Costs

The (Murray) Scott Drain & Stream Rehabilitation Project shall be maintained by the Township of North Huron at the expense of the upstream lands and roads as indicated in the appropriate Schedule contained in Appendix D of this report, and as determined by the Drainage Superintendent in accordance with Section 74 of the Drainage Act.

Costs shall be distributed among the upstream property owners using Appendix D2 – Maintenance Assessment Schedule and in the same relative portions until such a time as they are varied in accordance with the Drainage Act.

The Township of North Huron shall be entirely responsible for the maintenance of the drain located within the Nature Centre Road ROW.

8.4 Future Connections

Connections by the property owners or their Contractor not approved by the Township of North Huron or its Drainage Superintendent may be removed at the expense of the Owner responsible for the connection.

After construction, new private tile drains may be installed and outlet directly into the open drain, provided that each one is installed with a corrugated steel or dual-wall HDPE outlet pipe complete with a rodent grate, sufficient rip-rap erosion protection, and identified along the ditch bank of the drain with a proper outlet marker or sign to the satisfaction of the Drainage Superintendent.

Any outlets not installed as described above and causing damage or erosion to the drain may be upgraded as described above or removed at the expense of the Owner responsible for the connection.

All future connections to the closed drain must be made at the plugged inlet provided in any precast concrete structure or with an approved core drilled hole into the tile or with approved fittings and materials to the satisfaction of the Drainage Superintendent.

Appendix A

Allowances – Sections 29, 30 & 31

APPENDIX A - ALLOWANCES

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : March 19, 2021

TOWNSHIP: North Huron
PROJECT #: 300040864

Conc.	Lot	Owner	Roll No.	Right of Way (Sect.29)	Damages (Sect. 30)	Existing Drain (Sect.31)	Totals
6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)	\$ 200	\$ -	\$ -	\$ 200
6	Pt. 34	E. & M. Hussey	(6-021)	\$ 490	\$ -	\$ -	\$ 490
7	35 & Pt. 34	M. Pletch	(7-016)	\$ 9,830	\$ -	\$ 11,500	\$ 21,330
7	W ½ 36	W. & S. Robinson	(7-016-50)	\$ 4,610	\$ 30	\$ -	\$ 4,640
7	E ½ 36	K. & K. Smith	(7-017)	\$ -	\$ 340	\$ -	\$ 340
TOTAL ALLOWANCES				\$ 15,130	\$ 370	\$ 11,500	\$ 27,000



Appendix B

Project Cost Estimate

Appendix B - Project Cost Estimate

The estimate of the cost of all labour, equipment and material required to construct this project is as follows:

Note **SP** refers to the **Special Provisions** (in Appendix F) to reference for additional details of work.

Item	Description	Approx. Quantity	Cost Estimate
<u>A. (Murray) Scott Drain & Stream Rehabilitation Project 2020</u>			
A1	Mobilization (SP 0)	LS	\$ 3,000
<u>Work on Private Property (Open Work)</u>			
A2	Construct rock check dam (OPSD 219.211). (SP 1) (Sta. 0+109)	LS	\$ 2,000
A3	Supply and install cofferdam(s) to isolate working area c/w pumping to maintain flows in the downstream watercourse throughout construction. (SP 2) (Sta. 0+109 to Sta. 0+214)	LS	\$ 5,000
A4	Removal of existing willow tree (SP 3) (Sta. 0+109)	LS	\$ 1,500
A5	Excavation of low flow meandering channel in the existing channel bottom. (SP 4) (Sta. 0+109 to Sta. 0+149)	LS	\$ 1,200
A6	Clearing trees as required (maximum 6 m width) to access channel with machinery for approx. 40 m length. (SP 5) (Sta. 0+109 to Sta. 0+149)	LS	\$ 1,000
A7	Vegetated stone revetment on approximately 85 m ² of channel bank. (SP 6) (Sta. 0+109 to Sta. 0+175)	LS	\$ 13,450
A8	Excavation of refuge pool (5m long x 0.5 m deep) c/w riverstone in the pool base. (SP 7) (Sta. 0+124 to Sta. 0+129)	LS	\$ 1,000
A9	Excavation of refuge pool (5m long x 0.5 m deep) c/w riverstone in the pool base. (SP 7) (Sta. 0+144 to Sta. 0+109)	LS	\$ 1,000

A10	Drain realignment including construction of culvert outlet pool, excavating new channel alignment, installation of vegetated stone revetment and large woody debris, and filling existing channel alignment. (SP 8) (Sta. 0+175 to Sta. 0+192)	LS	\$ 11,750
A11	Grading and topsoil restoration on disturbed lawn area (seeding to be completed by landscaping contractor retained by the Township). (SP 9) (Sta. 0+140 to Sta. 0+192)	LS	\$ 1,000
A12	Installation of approximately 170 red osier dogwood live stakes. (SP 10) (Sta. 0+109 to Sta. 0+192)	LS	\$ 4,300
A13	Excavation of refuge pool (5m long x 0.5 m deep) c/w riverstone in the pool base. (SP 7) (Sta. 0+210 to Sta. 0+215)	LS	\$ 1,000

Work on Private Property (Closed Work)

A14	Supply and install one (1) 150 mm dia. SWI c/w connection to existing Municipal Drain. (SP 11) (Sta. T0+683)	LS	\$ 2,000
-----	------------------------------------------------------------------------------------------------------------------------	----	----------

Total Estimated Cost of Construction (Private Property) \$ 46,200

Work on Public Property (Open Work)

A15	Supply & install approx. 18 m of 1200 mm dia. polymer laminated CSP (2.0mm thickness, 68 mm x 13 mm corrugations) by the open cut method c/w backfill to the existing surface. (SP 12) (Sta. 0+192 to Sta. 0+210)	LS	\$ 20,200
A16	Supply & install approx. 30 m ² of 150 mm to 300 mm (OPSS R50) dia. quarry stone rip-rap with a min. 450 mm thickness at the culvert inlet and outlet (15 m ² on each end). (SP 13) (Sta. 0+192 & Sta. 0+210)	LS	\$ 1,700

Total Estimated Cost of Construction (Public Property) \$ 21,900

B CONTINGENCIES

B1	Supply and install a 450 mm thickness of OPSS R50 quarry stone riprap with geotextile underlay. (SP 14)	50 m ²	\$ 2,800
B2	19 mm (3/4") clear crushed stone delivered on-site. (SP 15)	45 t	\$ 1,100
B3	OPSS Granular 'B' material delivered on-site. (SP 16)	45 t	\$ 900

B4	Vegetated Stone revetment, live staking, and placement of large woody debris. (SP 17)	25 m ²	<u>\$ 2,500</u>
Total Estimated Cost of Construction - Contingencies			\$ 7,300
<u>Total Estimated Cost of Construction</u>			<u>\$ 78,400</u>

SUMMARY OF COSTS

Total Estimated Cost of Construction			\$ 78,400
Including On-site Aquatic Ecologist Inspection Time (3 days)			
Allowances to Owners (Sections 29, 30, & 31)			\$ 27,000
Preparation of Report			\$ 48,000
On-site meeting, field survey, drawing set and system design, report preparation, determining allowances, construction and maintenance assessment schedules			
Meetings and Procedure			\$ 2,000
Preparation of report copies for distribution, preparation and attendance at the consideration of the report			
Resubmission of Engineer's Report			\$ 3,500
Follow up with stakeholders after initial Consideration meeting; make revisions to report, assessment schedules, drawings, etc.; prepare for and attend second Consideration Meeting			
Tendering			\$ 3,500
Preparation and distribution of tender and preparation of letter of recommendation for Council			
Contract Administration			\$ 8,000
Site reviews during construction (10 days for construction), payment certificates and related appurtenances (progress payment, substantial performance, statutory holdback, and maintenance holdback certificates included), Section 26 inspection (\$2,000)			
Total Estimated Engineering			\$ 65,000
Administration, Financing, and Other Costs			\$ 20,600
MVCA review fee, landscaping contractor, printing, mileage, net HST (construction and engineering), and interest charges			
<u>Total Estimated Cost</u>			<u>\$ 191,000</u>

Note:

The above summary contains cost estimates only. It is emphasized that these estimates do NOT include costs to defend the Drainage Report and procedures if appeals are filed with the Court of Revision, Ontario Drainage Tribunal and/or the Ontario Drainage Referee. Unless otherwise directed, additional costs to defend the report are typically distributed in a pro rata fashion over the assessments contained in the Construction Assessment Schedule, excluding any Special Assessments.

Also, in addition to the work included in the above estimate, should repairs, replacements, underpinning or other alterations be required for existing bridges, culverts, overflow culverts or any other structure necessary to conduct overflow water, or water in open channels under or across a road allowance, as affected by this drainage work, the work and cost thereof, including any necessary expenses incidental thereto, and if not determined otherwise, shall be the responsibility of and shall be assessed against the authority having control of such road or road allowance.



BURNSIDE

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Appendix C

Special Assessment – Section 26

Appendix C

Appendix C — Special Assessments (Section 26)

Pursuant to Section 26 of the Drainage Act the following Special Assessments are made:

1. Nature Centre Road (Township of North Huron) (Sta. 0+192 to 0+210)

The Special Assessment for this portion of the work is the increased cost to the proposed drain due to the presence and operation of the road and is calculated as follows:

Construction Costs	-	Equivalent Drain	+	Engineering/ Administration	=	Special Assessment
Consisting of Items: Item A3 - 50% of cofferdam and pumping costs Item A15 - 18 m of 1200 mm dia. polymer laminated CSP installed by the open cut method. Item A16 - Rip-rap at inlet and outlet of culvert		Consisting of: 18 m of channel deepening		Consisting of: Construction layout and inspection.		
\$ 24,400	-	\$ 500	+	\$ 2,000	=	\$ 25,900

Whether or not the Township of North Huron elects to do work on their property (Nature Centre Road), they shall be assessed the actual cost of the work incurred (estimated as \$ 24,400), minus the actual cost of an equivalent drain (estimated as \$ 500), plus engineering/administration (estimated as \$ 2,000) as a Special Assessment.



Appendix D

Schedules of Assessment and Supporting Calculations

Assessment – For Construction	D1
Assessment – For Maintenance	D2
Allowance Calculations	D3
Summary of Areas and Equivalent Areas	D4
Section Data Table	D5
Section Costs	D6
Assessment Breakdown Worksheet	D7

**Ontario**Ministry of Agriculture,
Food and Rural Affairs**AGRICULTURAL
ENGINEERING**

UNDERSTANDING DRAINAGE ASSESSMENTS

Agriculture and Rural Division
(Reprinted March 1997)

The *Drainage Act* provides a legal procedure by which an "area requiring drainage" may have an outlet drain constructed to dispose of excess water.

The drainage work is initiated by interested individuals within an "area requiring drainage" who will benefit from the construction of the drain. A petition form, obtained from the municipal clerk, is signed by interested landowners. In order to be valid or sufficient, the petition must be signed by the majority of the owners in the "area requiring drainage" or by owners that represent at least 60% of the lands in this area. The "area requiring drainage" is usually described by lot and concession, or other legal land description. By taking this action, it is presumed that the owners signing the petition have made a decision that the drain will be of benefit to them and that the probable cost will be lower than the anticipated benefits. The initial benefit-cost decision is made at this point by the landowners, not the engineer or Council.

The petition is presented to and considered by Council. If the petition represents a proper "area requiring drainage", that is a real drainage basin, and appears to be valid, the Council may decide to proceed. Council then notifies each of the petitioners of this decision as well as any other municipality affected and the local Conservation Authority and the Ministry of Natural Resources.

Council then appoints an engineer. The engineer is an employee of Council, hired to design this specific drain. Under *The Drainage Act*, Section 9(2), the engineer is required to hold an on-site meeting to determine (1) the area requiring drainage, (2) if the petition is valid, (3) the drainage needs of the area. The engineer is then required "to make an examination of the area requiring drainage as described in the petition and to prepare a report which shall include:

- (a) plans, profiles and specifications of the drainage works;
- (b) a description of the area requiring drainage;
- (c) an estimate of the total cost thereof;
- (d) an assessment of the amount or proportion of the cost of the works to be assessed against every parcel of land and road for benefit, outlet liability and injuring liability;

- (e) allowances, if any, to be paid to the owners of land affected by the drainage works and
- (f) such other matters as are provided for under this Act."

The engineer's report is presented to Council, who then notifies all persons assessed and calls a special meeting where the report is considered. General objections to the report may be raised at this time. At this meeting signatures may be added or removed from the petition and this determines if the project will continue. Unresolved problems, depending on the subject, may be appealed to the Court of Revision, the Ontario Drainage Tribunal or the Drainage Referee. Details on appeal procedures may be found in *The Drainage Act** or in Ontario Ministry of Agriculture, Food and Rural Affairs Factsheet, Drainage Legislation.

The engineer's report includes two important items:

1. The estimated cost of the work — No matter how individual assessments are arrived at, this total estimated cost must always be equal to the total amount assessed, otherwise the work cannot proceed.
2. The assessment liability — This may be spread over several pages if an owner owns several parcels of land and if there are branch drains. It may be summarized.

Let us examine the obligations regarding this assessment.

RESPONSIBILITIES UNDER COMMON LAW

A natural watercourse is defined generally as a stream of water which flows along a defined channel, with bed and banks, for a sufficient time to give it substantial existence. This may include streams that dry up periodically.

**The Drainage Act may be found in the Revised Statutes of Ontario 1980, Chapter 126, available in most public libraries. Individual copies may be purchased from the Ontario Government Bookstore, 1-800-668-9938.*

A riparian landowner (owner of lands that abut upon a natural watercourse) has the right to drain his or her lands into the natural stream, but may not bring water in from another watershed. He or she can collect water in ditches and drains and discharge it into the watercourse even though it results in an increase in volume and rate of flow.

Where a natural watercourse becomes a part of a drain, it is no longer a natural watercourse. When this occurs, the riparian rights, as described earlier, are lost.

Surface water not flowing in a natural watercourse (i.e. not having discernible bed and banks) has no right of drainage. An owner of lower land may, at his or her own choice, either allow the water from higher land to flow over it or by dams or banks, keep such water off his or her property. No owner has the right to collect such surface water by ditches or drains and discharge it on lands of another. He or she has a responsibility to take this water to a sufficient outlet, i.e., a natural watercourse or a drain constructed under *The Drainage Act*.

Since there is no right to drain surface water, the owner of each parcel of land in the watershed is generally assessed for "outlet liability". In other words, his or her Common Law liability is removed by paying for the increased size or cost of the drain due to the volume of water which is discharged from his or her property, even though the drain may not provide a direct outlet for this water. The authority for this liability is set out in Section 23(1).

Since, through Common Law, a landowner is also liable for any damage he or she may cause from water which he or she collects in drains and discharges on other land without a sufficient outlet, he or she may be assessed for relief from such "injuring liability" if the new drain serves as an outlet for his or her drains and prevents this injury from occurring. The authority for this liability is set out in Section 23(2).

Injuring liability is frequently difficult to distinguish from outlet liability, consequently many engineers' reports do not contain such an item.

The assessment for outlet liability and injuring liability is based on the volume and rate of flow of the water artificially caused to flow from an owner's property. Generally, the assessment is based upon a unit value per hectare. Owners at higher elevations on a watershed may have a higher unit charge than those owners near the outlet since the water from their land makes use of a greater length of drain. A difference may be made in the unit outlet charge due to varying types of soil or land use, or the distance to the drain.

RESPONSIBILITY UNDER THE DRAINAGE ACT

In addition to the Common Law responsibility, an owner may also be assessed for benefit.

Benefit will vary between different lands, according to their differences of elevation, quantity of water to be drained from each, distance of undrained land from the course of the proposed ditch, and the presence or absence of existing drains, and other like factors.

To consider whether a parcel of land will receive any benefit from the construction, it is proper to consider whether any enhanced financial value will accrue to it as a result of the drain construction. This may occur through the increased productive power of the land or by rendering it more salable and at a better price, or by preventing water from entering on to it.

If the proposed drainage works can be of no possible benefit to the owner, or is of no commercial or agricultural value, the Act does not authorize a contribution for benefit.

Sometimes, an owner has an undeveloped area that he or she intends to leave in this condition. The owner may feel that he or she should not be assessed since the drain will be of no benefit. However, the property could change hands and the new owner might want to drain and develop it. It is with this in mind that the engineer must make an assessment, regardless of the present owner's intentions.

It is the duty of the engineer to determine whether or not a parcel of land will benefit from the project. When appealing a benefit assessment, the landowner must prove that the land does not benefit from the drain.

An owner has no responsibility for work done upstream from his or her property unless the work provides a benefit by "cutting off" a harmful flow of water across the property.

In some instances, a "special benefit assessment" may be levied against the property. This value usually represents the difference in cost between that which was originally designed and the increased level of design requested by a landowner. Examples include a closed or tile drain where open ditches would ordinarily suffice, or the construction of ponds beside the drain, or other special requests by a landowner specifically for this benefit. The authority for this liability is set out in Section 24.

ENGINEER'S REPORT

The Engineer's report should contain a plan and profile of the drain, as well as details on the drain design and the assessment schedule.

The plan shows the location of drains and the limits of the watershed. The profile shows ground elevations along the drain and the present and proposed drain bottom. The specifications give details on how the drain is to be constructed.

The Schedule of Assessment contains several columns. The first group contains the names of owners with a description of each parcel of land assessed.

The hectarage shown in the schedule for which an owner is assessed is only approximate. No survey is made to accurately establish the watershed boundary or farm areas. Any minor error in hectarage assessed is not a valid basis for appeal nor does it greatly affect the assessment. The other columns in the Schedule set forth the assessment liability for each drain and/or branch drain. These values are only estimates. The final value will not be known until the construction work is finished. The assessment will then be prorated to recover the actual cost.

Allowances to lands injured by the work are set out in a separate schedule by the engineer as authorized in Sections 29 to 33 of *The Drainage Act*.

Damage to crops during construction and disposal of waste material will vary depending on the time of year that the work is constructed. Crop damage due to spreading the spoil on the banks is based on a decreasing yearly loss of crop over several years. All or part of the cost of access bridges from a public road to the property may be assessed to the property owner.

Farm bridges are constructed as a part of the work. In certain circumstances a severance allowance may be paid instead of building the bridge. The allowance will depend upon the value of the land severed, or the cost of the bridge that would be required. The cost, or part of the cost of farm bridges or the severance allowance may be assessed across the property.

Where private drains are incorporated into the new drain, a nominal allowance may be paid based on any saving that may result from using the private drain. These allowances may not be included in the Summary of Assessments but are usually shown in a separate Schedule of Allowances.

RELEVANT OMAFRA FACTSHEETS

Drainage Legislation.

This Factsheet was authored by **Sid Vander Veen, P.Eng.**, Resources Management Branch.

POD
ISSN 1198-712X
Également disponible en français
(commande n° 92-065)





**APPENDIX D1 - ASSESSMENTS for CONSTRUCTION
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT**

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : March 19, 2021

TOWNSHIP: North Huron
PROJECT #: 300040864

Conc. or Plan	Lot or Part	Owner	Roll No.	Affected Area (Ha.)	Benefit Assess't (Sect.22)	Outlet Assess't (Sect.23)	Special Assess't (Sect.26)	Totals
Agricultural Lands								
6	Pt. 34 & Pt. 35	* J. & K. Stutzman	(6-017)	0.00	\$ -	\$ -	\$ -	\$ -
6	Pt. 34	* E. & M. Hussey	(6-021)	0.51	\$ 1,750	\$ -	\$ -	\$ 1,750
7	Pt. 34	* L. Stobo	(7-014-30)	0.51	\$ -	\$ 520	\$ -	\$ 520
7	Pt. 34	L. Schilder	(7-014-02)	3.00	\$ -	\$ 1,800	\$ -	\$ 1,800
7	35 & Pt. 34	M. Pletch	(7-016)	62.26	\$ 9,620	\$ 32,710	\$ -	\$ 42,330
7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	\$ 1,190	\$ 19,300	\$ -	\$ 20,490
7	E ½ 36	K. & K. Smith	(7-017)	25.17	\$ -	\$ 15,520	\$ -	\$ 15,520
7	W ½ 37	* C. & C. Bennett	(7-019)	1.89	\$ -	\$ 740	\$ -	\$ 740
8	35	A. Campbell	(8-018)	12.88	\$ -	\$ 7,890	\$ -	\$ 7,890
8	W ½ 36	D. Walker	(8-019)	20.37	\$ -	\$ 16,510	\$ -	\$ 16,510
8	E ½ 36	D. Walker	(8-020)	34.21	\$ -	\$ 21,700	\$ -	\$ 21,700
8	W ½ 37	M. & E. Vincent	(8-021)	23.23	\$ -	\$ 14,340	\$ -	\$ 14,340
8	E ½ 37	M. & E. Vincent	(8-022)	10.75	\$ -	\$ 6,280	\$ -	\$ 6,280
TOTAL ON LANDS				224.60	\$ 12,560	\$ 137,310	\$ -	\$ 149,870
Roads								
Nature Centre Road		* Township of North Huron		0.33	\$ 6,580	\$ 440	\$ 25,900	\$ 32,920
Scott Line		* Township of North Huron		3.44	\$ -	\$ 8,210	\$ -	\$ 8,210
TOTAL ON ROADS				3.77	\$ 6,580	\$ 8,650	\$ 25,900	\$ 41,130
ALL LANDS AND ROADS				228.37	\$ 19,140	\$ 145,960	\$ 25,900	\$ 191,000

- Notes:**
- (1) It is presumed that all private lands are Agricultural, within the meaning of the Drainage Act except properties denoted with *
 - (2) It is the responsibility of the landowner to confirm whether their property is eligible for an OMAFRA grant, under ADIP policies as eligibility has not been confirmed as part of the preparation of this report.



**APPENDIX D2 - ASSESSMENTS for MAINTENANCE
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT**

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : March 19, 2021

TOWNSHIP: North Huron
PROJECT #: 300040864

Conc. or Plan	Lot or Part	Owner	Roll No.	Affected Area (Ha.)	Equivalent Area (Ha.)	Totals
Agricultural Lands						
6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)	0.88	0.44	0.23%
6	Pt. 34	E. & M. Hussey	(6-021)	0.51	1.02	0.53%
7	Pt. 34	L. Stobo	(7-014-30)	0.51	1.02	0.53%
7	Pt. 34	L. Schilder	(7-014-02)	3.00	3.00	1.55%
7	35 & Pt. 34	M. Pletch	(7-016)	62.26	48.99	25.27%
7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	24.59	12.68%
7	E ½ 36	K. & K. Smith	(7-017)	25.17	19.65	10.13%
7	W ½ 37	C. & C. Bennett	(7-019)	1.89	0.95	0.49%
8	35	A. Campbell	(8-018)	12.88	10.90	5.62%
8	W ½ 36	D. Walker	(8-019)	20.37	20.37	10.51%
8	E ½ 36	D. Walker	(8-020)	34.21	26.60	13.72%
8	W ½ 37	M. & E. Vincent	(8-021)	23.23	17.34	8.95%
8	E ½ 37	M. & E. Vincent	(8-022)	10.75	7.70	3.97%
TOTAL ON LANDS				225.48	182.56	94.17%
Roads						
Nature Centre Road		* Township of North Huron		0.33	0.99	0.51%
Scott Line		* Township of North Huron		3.44	10.32	5.32%
TOTAL ON ROADS				3.77	11.31	5.83%
ALL LANDS AND ROADS				229.25	193.87	100.00%

Notes: (1) It is presumed that all private lands are Agricultural, within the meaning of the Drainage Act except properties denoted with *

APPENDIX D3 - SECTION 29 - ALLOWANCE CALCULATIONS - Right-of-Way

PROJEC (Murray) Scott Drain & Stream Rehabilitation Project
 DATE : Mar-21

TOWNSHIP: North Huron
 PROJECT #: 300040864

\$ / hectare 30,888 \$ / acre 12,500

Section	Conc.	Lot	Owner	Desc'n	Station (m)	Station (m)	Length (m)	Width (m)	Allowance Factor	Allowance (\$)	Section Sub-Total
Scott Drain											
M0	6	Pt. 34 & Pt. 35	J. & K. Stutzman	Open Drain (part of amended 1946 report)	0	103	103	5	0.00	-	
				Working Space - Woodlot/Wetland	0	103	103	6	0.10	200	
6	Pt. 34	E. & M. Hussey	Open Drain (part of amended 1946 report)	103	191	88	5	0.00	-		
			Working Space - Residential	103	191	88	6	0.30	490		
			Access Route to property						-		
											690
M1	Nature Centre Road		Township of North Huron	Culvert Crossing	191	211	20	10	0.00	-	-
M2	7	35 & Pt. 34	M. Pletch	Open Drain (part of amended 1946 report)	211	429	218	5	0.00	-	
				Open Drain (not pt.of 1946 report)	429	732	303	5	0.00	-	
				Open Drain (part of amended 1946 report)	732	794	62	5	0.00	-	
				Open Drain (part of amended 1946 report)	806	1041	235	5	0.00	-	
				Culvert Crossing	794	806	12	10	0.15	60	
				Working Space - Agricultural	211	390	179	6	0.20	660	
				Working Space - Woodlot/Wetland	390	794	404	6	0.10	750	
				Working Space - Woodlot/Wetland	806	1041	235	6	0.10	440	
				Working space around Wetland A	N/A		250	6	0.10	460	
				Working space around Wetland B	N/A		320	6	0.10	590	
				Working space around Wetland C	N/A		200	6	0.10	370	
				Working Space around Wetland D	N/A		150	6	0.10	280	
				Working Space around Wetland E	N/A		165	6	0.10	310	
				Working Space around Wetland F	N/A		100	6	0.10	190	
				Working Space for Small Berm (includes width of berm plus 6m from both bottom of bank)	N/A		40	16	0.10	200	
Working Space for diversion berm (incl. width of berm plus 6m from both bottom of bank)	N/A		600	20	0.10	3,710					
										200	
Closed Drain - Wetland/Woodlot					T 0+000	T 0+065	65	10	0.15	300	9,830
Closed Drain - Agricultural					T 0+065	T 0+165	100	10	0.30	930	
Closed Drain - Wetland/Woodlot					T 0+165	T 0+248	83	10	0.15	380	
M3	7	W ½ 36	W. & S. Robinson	Closed Drain - Agricultural	T 0+248	T 0+275	27	10	0.30	250	4,610
					T 0+275	T 0+400	125	15	0.30	1,740	
					T 0+400	T 0+683	283	10	0.30	2,620	
											TOTAL \$ 15,130

Factors	
Existing Open Drain	0.00
Road ROW	0.00
Working Space - Wetland/Woodlot	0.10
Working Space - Ag Land	0.20
Working space - Residential	0.30
Tile Drain - Ag Land	0.30
Tile Drain - Wetland/Woodlot	0.15

APPENDIX D3 - SECTION 30 - ALLOWANCE CALCULATIONS - Damages

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
 DATE: Mar-21

TOWNSHIP: North Huron
 PROJECT #: 300040864

\$ / acre 800.00

\$ / hectare 1976.84

Section	Conc.	Lot	Owner	Description	Station (m)	Station (m)	Length (m)	Width (m)	Factor	Allow (\$)	Section Sub-Total
<u>Scott Drain</u>											
M0	6	Pt. 34 & Pt. 35	J. & K. Stutzman		0	103	103	N/A	0.00	-	
	6	Pt. 34	E. & M. Hussey		103	191	88	N/A	0.00	-	-
M1		Nature Centre Road	Township of North Huron		191	211	20	N/A	0.00	-	-
M2	7	35 & Pt. 34	M. Pletch		211	1041	830	N/A	0.00	-	
					T 0+000	T 0+248	248	N/A	0.00	-	-
M3	7	W ½ 36	W. & S. Robinson	Tile Align	T 0+248	683	435	N/A	0.00	-	
	7	E ½ 36	K. & K. Smith	Damage for CB Access Route Damage for CB			310	5	1.00	30 310 30	370
										TOTAL \$	370

Damage Factors:

Cultivated ag land
 Bush
 Access
 Berms

Working Space
 Working Space

Use Factor

1.00
 0.00
 1.00
 1.00

APPENDIX D3 - SECTION 31 - ALLOWANCE CALCULATIONS - Existing Drain

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
 DATE : Mar-21

TOWNSHIP: North Huron
 PROJECT #: 300040864

Section	Conc.	Lot	Owner	Desc'n	Area Occupied (ha)	Allow (\$)	Section Sub-Total
<u>Scott Drain</u>							
M0	6	Pt. 34	E. & M. Hussey	N/A	N/A	-	-
M1		Nature Centre Road	Township of North Huron	N/A	N/A	-	-
M2	7	35 & Pt. 34	M. Pletch	Wetland A	0.29	1,450	
				Wetland B	0.41	2,050	
				Wetland C	0.16	800	
				Wetland D and Grassed Wway	0.15	750	
				Wetland E	0.16	800	
				Wetland F	0.03	150	
				Small Berm Outletting to Wetland F	0.03	500	
				Diversion Berm	0.67	5,000	11,500
M3	7	W ½ 36	W. & S. Robinson	N/A	N/A	-	-
						TOTAL \$	11,500

Allowance Factors		
Wetland Allowance	\$	500 /0.1ha
Small Berm	\$	500
Diversion Berm	\$	5,000

APPENDIX D4 - SUMMARY of AREAS and EQUIVALENT AREAS

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
 DATE : March 19, 2021

TOWNSHIP: North Huron
 PROJECT #: 300040864

Conc.	Lot	Owner	Roll No.	Affected Area (ha)	Agri Area (ha)	Equiv. Factor	Agri Equiv.	Bush Area (ha)	Equiv. Factor	Bush Equiv.	Other Use (ha)	Equiv. Factor	Other Equiv.	Equiv. Factor (net)	Equiv. Area (ha)	Land Use
Lands:																
6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)													Woodlot, Some Grassland
6	Pt. 34	E. & M. Hussey	(6-021)	0.51							0.51	2.00	1.02	2.00	1.02	Residential Land
7	Pt. 34	L. Stobo	(7-014-30)	0.51							0.51	2.00	1.02	2.00	1.02	Residential Land
7	Pt. 34	L. Schilder	(7-014-02)	1.28	1.28	1.00	1.28							1.00	1.28	Agricultural Land
7	Pt. 34	L. Schilder	(7-014-02)	1.72	1.72	1.00	1.72							1.00	1.72	Agricultural Land
7	35 & Pt. 34	M. Pletch	(7-016)	17.68	7.57	1.00	7.57	10.11	0.50	5.06				0.71	12.63	Ag Land, Ecological Features and Woodlot
7	35 & Pt. 34	M. Pletch	(7-016)	44.58	28.15	1.00	28.15	16.43	0.50	8.22				0.82	36.37	Ag Land, Woodlot
7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	19.36	1.00	19.36	10.46	0.50	5.23				0.82	24.59	Ag land and Woodlot
7	E ½ 36	K. & K. Smith	(7-017)	25.17	14.12	1.00	14.12	11.05	0.50	5.53				0.78	19.65	Ag Land and Woodlot
7	W ½ 37	C. & C. Bennett	(7-019)	1.89				1.89	0.50	0.95				0.50	0.95	Woodlot
8	35	A. Campbell	(8-018)	12.88	8.92	1.00	8.92	3.96	0.50	1.98				0.85	10.90	Ag Land and Woodlot
8	W ½ 36	D. Walker	(8-019)	20.37	20.37	1.00	20.37							1.00	20.37	Ag Land
8	E ½ 36	D. Walker	(8-020)	34.21	15.83	1.00	15.83	8.91	0.50	4.46	9.47	0.67	6.31	0.78	26.60	Ag Land, woodlot, residential, and surface water only
8	W ½ 37	M. & E. Vincent	(8-021)	23.23	5.57	1.00	5.57				17.66	0.67	11.77	0.75	17.34	Ag Land
8	E ½ 37	M. & E. Vincent	(8-022)	10.75	1.59	1.00	1.59				9.16	0.67	6.11	0.72	7.70	Ag. Land and surface water only
Nature Centre Road		Township of North Huron		0.33							0.33	3.00	0.99	3.00	0.99	Gravel Road
Scott Line		Township of North Huron		3.44							3.44	3.00	10.32	3.00	10.32	Gravel Road
				228.37	124.48			62.81			41.08				193.43	

Equivalency Factors

Agricultural Land @	1.000
Residential @	2.000
Gravel Roadways @	3.000
Surface Water Only @	0.667
Underdrainage Only @	0.333
Upland Hardwood Bush @	0.500
Surface Water Only @	0.500
Underdrainage Only @	0.500

APPENDIX D5 - SECTION DATA TABLE

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE: Mar-21

TOWNSHIP: North Huron
PROJECT #: 300040864

Section	Conc.	Lot	Owner	Roll No.	Affected Area (ha)	Equiv. Factor	Equiv. Area (ha)	Sub Totals	Equivalent Area U/S (ha)
Total Equivalent Area									193.43
M0	6	Pt. 34 & Pt. 35	J. & K. Stutzman	(6-017)		0.00	0.00		
	6	Pt. 34	E. & M. Hussey	(6-021)	0.51	2.00	1.02	1.02	192.41
u/s M0								0.00	192.41
M1		Nature Centre Road	Township of North Huron		0.33	3.00	0.99	0.99	191.42
u/s M1	7	Pt. 34	L. Schilder	(7-014-02)	1.72	1.00	1.72		
	7	Pt. 34	L. Stobo	(7-014-30)	0.51	2.00	1.02	2.74	188.68
M2	7	35 & Pt. 34	M. Pletch	(7-016)	17.68	0.71	12.63	12.63	176.05
u/s M2	7	Pt. 34	L. Schilder	(7-014-02)	1.28	1.00	1.28		
	7	35 & Pt. 34	M. Pletch	(7-016)	44.58	0.82	36.37		
	8	35	A. Campbell	(8-018)	12.88	0.85	10.90	48.55	127.51
M3	7	W ½ 36	W. & S. Robinson	(7-016-50)	29.82	0.82	24.59	24.59	102.92
u/s M3	7	E ½ 36	K. & K. Smith	(7-017)	25.17	0.78	19.65		
	7	W ½ 37	C. & C. Bennett	(7-019)	1.89	0.50	0.95		
	8	W ½ 36	D. Walker	(8-019)	20.37	1.00	20.37		
	8	E ½ 36	D. Walker	(8-020)	34.21	0.78	26.60		
	8	W ½ 37	M. & E. Vincent	(8-021)	23.23	0.75	17.34		
	8	E ½ 37	M. & E. Vincent	(8-022)	10.75	0.72	7.70		
			Scott Line	Township of North Huron		3.44	3.00	10.32	102.92

APPENDIX D6 - SECTION COSTS

PROJECT: (Murray) Scott Drain & Stream Rehabilitation Project
DATE : Mar-21

TOWNSHIP: North Huron
PROJECT #: 300040864

Section	Construction	Contingency	Allowances	Sub-Total Cons & Allow	Admin. Costs	SECTION TOTALS
M0	46,200	4,740	690	51,630	35,950	87,580
M1	21,900	2,250	-	24,150	19,690	43,840
M2	1,000	100	21,330	22,430	25,680	48,110
M3	2,000	210	4,980	7,190	4,280	11,470
TOTAL	\$ 71,100	\$ 7,300	\$ 27,000	\$ 105,400	\$ 85,600	\$ 191,000

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project**
 DATE : **19-Mar-21**
 Project # : **300040864**

Section Number = **M0**
 [1] Cost/Eq. Ha. from D/S = **-**
 [2] Total Section Cost = **\$ 87,580**

[3] DIRECT COSTS	
[a] SPECIFIC COSTS	
No Specific Costs in this Section	
Total Specific Costs	
Total Direct Costs =	
-	

Remainder to Assess = 87,580

[4] NORMAL OUTLET	98 %
Normal Benefit and Direct Outlet	2 %

[5] Equiv't Area Drained = 192.41 Ha. @ \$ 446.08 per Eq. Ha. for Normal Outlet = 85,830

[6] Remaining for Normal Benefit and Direct Outlet = 1,750

[7] DIRECT OUTLET	
No Direct Outlet in this section	
Total of Direct Outlet =	
-	

[6] Remaining for Normal Benefit = 1,750

SUMMARY TABLE

OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
J. & K. Stutzman	(6-017)	0.00	-	-	0	-	-	-	-
E. & M. Hussey	(6-021)	1.02	-	1,750	-	-	-	-	1,750
[10] U/S Section									
			-	-	-	-	-	-	-

[11] Sub - Total = \$ 1,750

[12] Cumulative Total = \$ 1,750

Cumulative Cost/Eq. Ha. carried U/S = **\$ 446.08**

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project** Section Number = **M1**
 DATE : **19-Mar-21** [1] Cost/Eq. Ha. from D/S = **446.08**
 Project # : **300040864** [2] Total Section Cost = **\$ 43,840**

[3] DIRECT COSTS	
[a] SPECIAL ASSESSMENT (SECTION 26)	
Road/ Utility Name	
Polymer Coated CSP Supply and Install	16200
50% Pumping/Cofferdam Costs	2500
Rip-Rap	1700
Granular restoration of roadway	4000
Channel deepening through roadway	- 500
	23900
Admin Associated with Crossing (prorateable)	5980
Inspection Cost	2000
	Total Special Assessment 25,900
	Total Direct Costs = 31,880

Remainder to Assess = 11,960

[4] NORMAL OUTLET	95 %
Normal Benefit and Direct Outlet	5 %

[5] Equiv't Area Drained = 191.42 Ha. @ \$ 59.35 per Eq. Ha. for Normal Outlet = 11,360
[6] Remaining for Normal Benefit and Direct Outlet = 600

[7] DIRECT OUTLET	No direct outlet in this section
	Total of Direct Outlet = -

[6] Remaining for Normal Benefit = 600

SUMMARY TABLE									
OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
Nature Centre Road		0.99	5,980	600	-	440	-	25,900	32,920
[10] U/S Section Lands:									
L. Schilder	(7-014-02)	1.72	-	-	-	870	-	-	870
L. Stobo	(7-014-30)	1.02	-	-	-	520	-	-	520

[11] Sub - Total = \$ 34,310
[12] Cumulative Total = \$ 36,060
 Cumulative Cost/Eq. Ha. carried U/S = **\$ 505.43**

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project**
 DATE : **19-Mar-21**
 Project # : **300040864**

Section Number = **M2**
 [1] Cost/Eq. Ha. from D/S = **505.43**
 [2] Total Section Cost = **\$ 48,110**

[3] DIRECT COSTS	
[a] SPECIFIC COSTS	
No Specific Costs in this Section	
	Total Direct Costs = -

Remainder to Assess = 48,110

[4] NORMAL OUTLET	80 %
Normal Benefit and Direct Outlet	20 %

[5] Equiv't Area Drained = 176.05 Ha. @ \$ 218.63 per Eq. Ha. for Normal Outlet = 38,490

[6] Remaining for Normal Benefit and Direct Outlet = 9,620

[7] DIRECT OUTLET	
No Direct Outlet in this Section	
	Total of Direct Outlet = -

[6] Remaining for Normal Benefit = 9,620

SUMMARY TABLE

OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
M. Pletch	(7-016)	12.63	-	9,620	-	6,380	-	-	16,000
[10] U/S Section Lands:									
L. Schilder	(7-014-02)	1.28	-	-	-	930	-	-	930
M. Pletch	(7-016)	36.37	-	-	-	26,330	-	-	26,330
A. Campbell	(8-018)	10.90	-	-	-	7,890	-	-	7,890

[11] Sub - Total = \$ 51,150

[12] Cumulative Total = \$ 87,210

Cumulative Cost/Eq. Ha. carried U/S = **\$ 724.06**

Sectional Assessment Worksheet - Main Drain

Project : **(Murray) Scott Drain & Stream Rehabilitation Project**
 DATE : **19-Mar-21**
 Project # : **300040864**

Section Number = **M3**
 [1] Cost/Eq. Ha. from D/S = **724.06**
 [2] Total Section Cost = **\$ 11,470**

[3] DIRECT COSTS	
[a] SPECIFIC COSTS	
Upstream Watershed Area (Assessed as Outlet Costs)	
SWI	2000
Admin associated with SWI	500
Total Specific Costs 2,500	
Total Direct Costs = 2,500	

Remainder to Assess = 8,970

[4] NORMAL OUTLET	70 %
Normal Benefit and Direct Outlet	30 %

[5] Equiv't Area Drained = 102.92 Ha. @ \$ 61.02 per Eq. Ha. for Normal Outlet = 6,280

[6] Remaining for Normal Benefit and Direct Outlet = 2,690

[7] DIRECT OUTLET	
W. & S. Robinson	Uses 100% 1,500
Total of Direct Outlet = 1,500	

[8] Remaining for Normal Benefit = 1,190

SUMMARY TABLE

OWNER	Roll No.	EQ. AREA (ha)	BENEFIT (Sec 22)		OUTLET (Sec 23)		Sp. Ben Sec. 24	Sp. Asst Sec 26	TOTAL
			Specific	Normal	Direct	Normal			
[9] In Section									
W. & S. Robinson	(7-016-50)	24.59	-	1,190	1,500	17,800	-	-	20,490
[10] U/S Section Lands:									
K. & K. Smith	(7-017)	19.65	-	-	-	15,520	-	-	15,520
C. & C. Bennett	(7-019)	0.95	-	-	-	740	-	-	740
D. Walker	(8-019)	20.37	-	-	-	16,510	-	-	16,510
D. Walker	(8-020)	26.60	-	-	-	21,700	-	-	21,700
M. & E. Vincent	(8-021)	17.34	-	-	-	14,340	-	-	14,340
M. & E. Vincent	(8-022)	7.70	-	-	-	6,280	-	-	6,280
Roads:									
Scott Line		10.32	-	-	-	8,210	-	-	8,210

[11] Sub - Total = \$ 103,790

[12] Cumulative Total = \$ 191,000

Cumulative Cost/Eq. Ha. carried U/S = **\$ 785.08**



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Appendix E

Standard Drain Specifications

General Drain Specifications	E.2.1
Specifications for Open Drains	E.2.2
Specifications for Closed Drains	E.2.3
Specifications for Road Crossing (Open Cut Method)	E.2.4

E.2.1 GENERAL DRAIN SPECIFICATIONS

E.2.1.1 SCOPE OF SPECIFICATIONS

This specification covers the general conditions governing the construction of a Municipal Drain under the most recent revision of The Drainage Act and amendments. All work shall be done in accordance with current and applicable Ontario Provincial Standard Specifications and Drawings (OPSS and OPSD).

E.2.1.2 BENCHMARKS

Benchmarks shall be set at intervals along the course of the work at locations shown on the accompanying plan and/or profile. The Contractor or landowner shall be held liable for the cost of re-establishing benchmarks destroyed. Attention is drawn to Section 13 of The Drainage Act.

E.2.1.3 STAKES/FLAGS/MARKERS

Stakes, flags or markers are typically set at intervals throughout the course of the work, at all fences and property lines. The Contractor or landowner shall be held liable for the cost of replacing any stakes removed or destroyed.

E.2.1.4 PROFILE

The drain is to be excavated or installed to regular gradient lines as shown on the profile(s). These gradients show the bottom of the finished drain (open or closed) and are governed entirely by the benchmarks. In the case of closed drains, the gradient is that of the invert of the tile. The profile(s) shows the approximate depth from the surface of the ground to the invert of the tile or drain bottom at the point where the stations are set and from the average bottom of the open drain as taken at the time of survey. Open drains shall be brought to an even gradient in the bottom to prevent standing water. For closed drains, a variation of 25 mm (unless specified otherwise) from the gradient may be deemed sufficient reason for the work to be rejected and required to be rebuilt.

E.2.1.5 CLEARING

Clearing means the cutting of all standing trees, brush, bushes and other vegetation to a maximum height of 300 mm above original ground level as well as the removal of felled materials and windfalls. Trees measuring 150 mm or more in diameter shall be felled, delimbed, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents.

The work shall consist of clearing all areas of earth excavation, earth surfaces to be covered by embankments up to and including 1.2 m in height, and any other areas specified in the Contract Documents.

No trees, brush or bushes are to be left inside the slopes of the drain, whether they are located within the limits of the excavation or not. Brush cleared in accordance with the above shall be piled in a location and in a manner satisfactory to the Engineer for burning by the Owner. Unless otherwise specified or directed, these piles shall be a minimum of 100 m apart and shall contain only cleared material. All work shall be done in accordance with OPSS 201.

E.2.1.6 CLOSE CUT CLEARING

Close Cut Clearing means the cutting of all standing trees, stumps, brush, bushes and other vegetation at original ground level and the removal of felled materials and windfalls. Grubbing means the removal of all stumps, roots, embedded logs, debris and secondary growth. Trees measuring 150 mm or more in diameter shall be felled, delimbed, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents.

The work shall consist of close cut clearing all earth surfaces to be covered by embankments greater than 1.2 m in height, and any other areas specified in the Contract Documents.

No trees, stumps, brush or bushes are to be left inside the slopes of the drain whether they are located within the limits of the excavation or not. Brush cleared in accordance with the above shall be piled in a location and in a manner satisfactory to the Engineer for burning by the Owner. Unless otherwise specified or directed, these piles shall be a minimum of 100 m apart and shall contain only cleared material. All work shall be done in accordance with OPSS 201.

E.2.1.7 BRUSHING

Brushing means the grinding or chipping to ground level of vegetation in the working space under 150 mm in diameter by means of a hydraulic brushing attachment used with an excavator or approved equivalent. This includes grinding or chipping all standing trees, stumps, brush, bushes and other vegetation to original ground level.

Trees measuring 150 mm or more in diameter shall be felled, delimbed, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

E.2.1.8 GRUBBING

Grubbing means the removal of all stumps, roots, embedded logs, debris and secondary growth.

The work shall consist of grubbing all areas of earth excavation, earth surfaces to be covered by embankments up to and including 1.2 m in height and any other areas specified in the Contract Documents.

Grubbing is not required in swamps. Mechanical stump cutters are permitted, provided the entire root structure is removed. Depressions remaining after grubbing shall be backfilled with suitable earth material and compacted to avoid settlement. When clearing has been previously completed by others, all secondary growth, brush and debris shall be removed.

Piled boulders and surface boulders that are not specified in the Contract Documents for removal and lie within areas to be grubbed shall be removed. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

E.2.1.9 REMOVAL OF SURFACE BOULDERS & REMOVAL OF PILED BOULDERS

Piled Boulders means any cobbles, boulders or rock fragments that have been placed in fence rows or piles.

Rock means rock as defined in OPSS 206.

Surface Boulder means any boulder or rock fragment that measures 200 mm or greater in any one dimension, extends a minimum of 200 mm above original ground and can be removed without excavation.

The work shall consist of the removal of surface boulders and removal of piled boulders within the areas specified in the Contract Documents. Depressions remaining after removal shall be backfilled with suitable earth material and compacted to avoid settlement. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

E.2.1.10 FENCES

The Contractor will be permitted to remove fences to the extent necessary to allow the construction of the drain and to dispose of any excess material according to the specifications. Any such fences shall be carefully handled so as to cause no unnecessary damage. Unless allowance has been provided, such fences shall be replaced by the Contractor in as good a condition as found. The Contractor shall supply all material necessary to properly reconstruct any fences. The Contractor shall not leave any fence open when he is not at work in the immediate area and shall replace the fence in a timely manner, all to the satisfaction of the Engineer.

E.2.1.11 STANDING CROPS AND LIVESTOCK

Should a property owner wish to harvest any crop along an access route or within the construction working space as set out in the Engineer's Report, then it shall be the responsibility of the property owner to do so prior to construction. Provisions for the loss of, or damage to, crops along the access route or in the construction area ("Working Space") have been made in the Report and such loss or damage shall not be the liability of the Contractor.

The Contractor shall contain construction operations to the working space and width specified. As long as the construction operations are contained within the specified working space, the Contractor shall not be responsible for damages to crops along the course of the drain.

It shall be the responsibility of the property owners to keep their livestock clear of the construction area upon receiving 24 hours advance notice by the Contractor. After receiving proper notice, the Owner of the property upon which a drain is being constructed shall be liable for any loss or damage to livestock, the drain, drain materials or the Contractor's equipment caused by their livestock.

E.2.1.12 NOTIFICATION OF AGENCIES

The Contractor shall notify the appropriate agency before performing any work affecting the land or property of the MTO, railway, telephone, pipeline or public utility or regulatory agency. The Contractor shall further agree to perform the work affecting such lands or property in accordance with the specifications and approval/permit of the applicable agency.

E.2.1.13 FINAL INSPECTIONS

After substantial completion of the work, but prior to demobilization and final removal of all equipment and materials from the site, the Contractor MUST arrange an on-site FINAL Inspection of the work with the engineer to ensure all aspects of the work have been satisfactorily completed and/or that arrangements have been made to expedite the completion of any outstanding "minor" items or deficiencies. All the work included in the contract, at the time of the Final Inspection, must have the full dimensions and cross-sections called for in the plans and specifications. Notification to the Engineer of this Final Inspection shall be provided at least 5 days prior and it shall be completed as soon as possible or as soon thereafter as weather conditions permit.

E.2.2 SPECIFICATIONS FOR OPEN DRAINS

E.2.2.1 GEOMETRY

The drain shall have the full bottom width, at the gradient, specified or shown on the accompanying plan(s), profile(s) and detail sheet(s).

E.2.2.2 ALIGNMENT

The drain shall run in straight lines throughout each course except at intersections, where it shall run on a minimum curve of 15 m radius unless otherwise specified. If the work consists of the improvement of an existing open drain, then the centre line of the existing drain may be the centre line of the finished work unless otherwise specified.

E.2.2.3 EXCAVATED MATERIAL

A clear buffer of at least 3 m shall be left between the top edge of the open drain and the excavated material. Excavated material shall be placed on the side specified or, if not specified, on the lower side of the drain or on the side opposite trees or fences. No excavated material is to be left in any low runs intended to conduct water into the open drain. It shall be deposited, spread and leveled to a maximum depth of 150 mm, unless specified otherwise and left in a manner such that the lands on which it is spread may be cultivated with adjacent lands by use of ordinary farm machinery. Material excavated in land that is timbered, may be spread to the depth specified or to a maximum depth of 300 mm, which ever is greater. In cultivated areas, the Contractor shall remove stones and boulders on the surface greater than 100 mm diameter from the excavated material and dispose of in an approved location. Treatment of excavated material shall be to the satisfaction of the Engineer. After the excavated material has been spread and leveled, it shall be seeded as specified.

E.2.2.4 SURFACE WATER INLETS

Surface water inlets to the drain shall be provided through the leveled spoil on each property at obvious natural low runs or at other locations as specified by the Engineer on site at the time of construction. No excavated material shall be left in, or any damage done to a ditch, furrow, pipe, tile or depression that is intended to conduct water into an open drain. The drain bank at all such inlets shall be ripped as directed by the Engineer and reimbursed under the appropriate contract item.

E.2.2.5 OUTLETS

During the construction of an open drain, the Contractor shall guard against damaging the outlet of any tributary drain or pipes encountered. The Contractor will be reimbursed for damage to unmarked outlet pipes under the appropriate contract item.

E.2.2.6 ACCESS CULVERTS

All culverts shall be installed with the invert a minimum of 10% of its diameter or as specified below the gradient and the firm bottom of the drain.

All pipes installed under these specifications shall be carefully bedded so as to ensure uniform bearing throughout its entire length.

Except where requiring concrete cradle or encasement, all pipes shall be bedded on granular fill as specified or as shown on the contract drawings. Bedding shall be hand placed, tamped and consolidated throughout. Granular fill and bedding shall be gravel or crushed stone having no particles over 20 mm in size, except where otherwise specified.

Concrete cradle and concrete encasement shall be placed as shown on the drawings, and the concrete shall be minimum 25 MPa.

From the top of the bedding material to a point 150 mm below the existing grade of the laneway, backfill material shall be clean pit run gravel meeting O.P.S.S. Granular "B" or approved equivalent. The material shall be placed in lifts not to exceed 300 mm in depth and all granular materials shall be compacted to 100 % SPMDD and all subsoil or previously excavated material to 95 % SPMDD.

The final 150 mm of the excavation shall be filled with clean crushed gravel conforming to O.P.S.S. Granular "A" specifications. The material shall be placed in lifts not exceeding 150 mm in depth and shall be thoroughly compacted to 100 % SPMDD.

E.2.2.7 EXCAVATION AT BRIDGE SITES

The excavation at bridge sites shall be to the full depth of the drain and as nearly as possible the full width of the drain as specified for the bridge location. The excavation at a bridge site shall be made in a manner to protect the structural integrity of any permanent bridge. A temporary bridge may be carefully removed to allow excavation. The removal of a bridge is to be done in such a manner so as to cause no damage to the bridge components. Temporary bridges removed to allow excavation shall be replaced in as good a condition as found, so far as material allows. Replacing of such bridges shall be to the satisfaction of the Engineer. The Contractor shall immediately notify the Engineer if it becomes apparent that excavating to a specified gradient will endanger or underpin any culvert or bridge. The Contractor shall cease excavation at the bridge or culvert site until the Engineer instructs the Contractor to proceed.

E.2.2.8 SEEDING

Unless indicated otherwise in the Special Provisions, the Contractor shall seed all disturbed areas which includes newly excavated drain banks and leveled spoil (where

specified) with the OPSS (MTO) Standard Roadside Seed Mix, consisting of 55% Creeping Red Fescue, 27% Kentucky Bluegrass, 15% Perennial Ryegrass and 3% White Clover, at an application rate of 100 kg/10,000 m², plus a nurse crop of Fall Rye Grain or Winter Wheat Grain at an application rate of 60 kg/10,000 m², at the end of each working day.

E.2.2.9 TEMPORARY SEDIMENT CONTROLS

Unless indicated otherwise in the Special Provisions, the Contractor shall install an approved sediment control measure at the downstream end of the open drain excavation and at any other locations specified. The Contractor shall remove any accumulated sediment at regular intervals or as directed by the Engineer. The Contractor shall then remove these temporary measures, and any accumulated sediment therein, after the new open drain has stabilized and only after authorized by the Engineer or the Drainage Superintendent.

E.2.2.10 PERMANENT SEDIMENT/STILLING BASINS

The Contractor shall construct and maintain sediment control or stilling basins as specified in the Special Provisions.

E.2.2.11 RIP RAP & NON-WOVEN GEOTEXTILE

Rip Rap – The Contractor shall supply and install a 450 mm thickness of 150 mm to 300 mm (R-50) diameter quarry stone rip rap with filter cloth underlayment for culvert and pipe outlets. This will include areas of the existing bank where erosion or bank slumping has occurred, as directed on-site by the Engineer. For the area surrounding catchbasins, unless noted otherwise, the contractor shall supply and install a 300 mm thickness of 100 to 150 mm (R-10) diameter quarry stone rip rap with filter cloth underlayment.

Non-Woven Geotextile - All geotextile used for tile wrapping under these specifications shall be non-woven Terrafix 200R (or equivalent). All geotextile used under these specifications for heavy duty applications such as under rip-rap surrounding catchbasins, and at tile outlets into drains shall be non-woven Terrafix 270R (or equivalent).

E.2.3 SPECIFICATIONS FOR CLOSED DRAINS

E.2.3.1 MATERIALS

Tile, tubing and pipe materials supplied by the Contractor shall be approved by the Engineer prior to being incorporated in the work. The Contractor shall be responsible for the unloading and placement of all materials required for the Municipal Drain construction. Such unloading and placement shall be undertaken in a manner acceptable to the Engineer using only the specified and approved access routes and working space.

Concrete Drain Tile (CDT) - All CDT installed under these specifications shall have a circular cross section with a minimum 2000D, meeting the latest revision of CSA A257.1-14 and ASTM C412. The manufacturer shall provide the Engineer with a copy of all available test results for the materials being shipped to the project site. The Engineer shall have the right to order any additional tests he deems necessary to be performed on the tile taken from inventory prior to shipment from the manufacturer's plant. The cost of such additional tests shall be borne by the Contractor.

Plastic Drainage Tubing (PDT) - All PDT installed under these specifications shall be manufactured in accordance with the latest revision of the Drainage Guide for Ontario, as published by the Ministry of Agriculture and Food.

Corrugated Steel Pipe (CSP) - All CSP installed under these specifications shall be galvanized spiral wound corrugated steel pipe. All corrugated steel pipe installed under these specifications shall conform to CSA G401.

- CSP tile outlet pipes shall be up to 1,200 mm in diameter and 2.0 mm in thickness and shall have 68 mm x 13 mm corrugations unless specified otherwise.
- CSP culverts shall up to 1,000 mm in diameter and 2.8 mm in thickness and shall have 68 mm x 13 mm corrugations unless specified otherwise. CSP culverts equal to and larger than 1,200 mm in diameter shall be 3.5 mm in thickness and shall have 125 mm x 25 mm corrugations unless specified otherwise.

High Density Polyethylene(HDPE) Pipe - All corrugated or dual wall smooth walled HDPE pipe (Armtec BOSS 2000 or equivalent) installed under these specifications as culverts or as part of a new closed drain shall be manufactured in accordance with the latest revision of Ontario Provincial Standard Specification 1840 and shall have a pipe stiffness of 320 kPa.

- All perforated dual-wall smoothwalled HDPE pipe joining systems shall be soil-tight split coupler unless specified otherwise, conforming to CSA B182.8. As

specified, perforated pipe shall include a knitted sock or non-woven geotextile covering (Terrafix 200R or equivalent).

- All solid dual-wall smoothwalled HDPE pipe shall be soil-tight split coupler, unless specified otherwise, conforming to CSA B182.8.
- All watertight solid dual-wall HDPE pipe joining systems shall be water-tight bell and spigot, complete with gasketed connections unless specified otherwise, conforming to CSA B182.6.

Steel Reinforced Polyethylene (SRPE) Pipe - All smooth walled SRPE pipe (Armtec DuroMaxx or equivalent) installed under these specifications as culverts or as part of a new closed drain shall be manufactured in accordance with the latest revision of Ontario Provincial Standard Specification 1840. All SRPE pipe shall conform to AASHTO M294.

- All solid SRPE pipe shall be soil-tight split coupler, unless specified otherwise, conforming to CSA B182.14.
- All watertight solid SRPE pipe joining systems shall be water-tight bell and spigot, complete with gasketed connections unless specified otherwise, conforming to CSA B182.15.

Polypropylene (PP) Pipe - All triple-wall smooth walled PP pipe (ADS HP Sanitite or equivalent) installed under these specifications as culverts or as part of a new closed drain shall be manufactured in accordance with the latest revision of Ontario Provincial Standard Specification 1843 and shall have a pipe stiffness of 320 kPa.

- All watertight solid triple-wall PP pipe joining systems shall be water-tight bell and spigot, complete with gasketed connections unless specified otherwise, conforming to CSA B182.13.

Non-Woven Geotextile - All geotextile under these specifications shall conform to OPSS 1860. All geotextile used for tile wrapping under these specifications shall be non-woven Terrafix 200R (or equivalent). All geotextile used under these specifications for heavy duty applications such as under rip-rap surrounding catchbasins, and at tile outlets into drains shall be non-woven Terrafix 270R (or equivalent).

E.2.3.2 DRAIN GRADIENT AND VERIFICATION

The proposed gradient shall be established using laser grade control equipment, cross-head boning rods together with horizontal sight-bars at stations above and below the point where the tile is being laid or other method acceptable to the Engineer.

If the Engineer has not checked the tile, inspection points shall be left at intervals of not greater than 50 m for sections with gradients less than 0.5 % and at intervals of not greater than 30 m for sections with gradients above 0.5 %. Inspection points shall also

be left at all structures and all changes in gradient. Other inspections points may be required from time to time as requested by the Engineer.

E.2.3.3 TILE LAYING INCLUDING TOPSOIL STRIPPING

In the case of the installation of CDT, and unless specified otherwise in the Special Provisions, the Contractor shall strip the topsoil a full width of the trenching machine plus 0.3 m on each side prior to installing the new tile with the trencher as part of the work under the appropriate item and no extra payment will be made for this stripping. After installation, confirming gradient, blinding, and back filling of the trench, the topsoil shall be replaced throughout the entire length of the Drain. The Contractor shall take into consideration the settlement of the backfill material over the trench prior to replacing the topsoil.

All CDT shall be installed with a wheel-type trencher and each tile shall be laid firmly and carefully in a smooth bottomed trench so that successive tiles align both vertically and horizontally as tightly as possible; the maximum allowable space between successive tiles shall be 6 mm.

ALL joints of the CDT MUST be completely wrapped with geotextile (Terrafix 200R or equivalent) as part of the work under the appropriate item and no extra payment will be made for this wrapping. The wrap on each joint shall be a minimum of:

- 300 mm wide for tile sizes smaller than 450 mm diameter
- 600 mm wide for tile sizes 450 mm diameter and above

The Contractor is reminded that the widths of the tile trenches are to be kept to a minimum. It is recommended that the minimum trench width be 300 mm greater than the outside diameter of the tile or 150 mm on each side of the tile being installed. It is recommended that the maximum trench width be 600 mm greater than the outside diameter of the tile or 300 mm on each side of the tile being installed.

All PDT shall be installed with a self-propelled drainage plow.

All obstructions, dirt or foreign material shall be removed from the inside of the tile prior to laying.

Tile drains shall be constructed at an offset from, and parallel to, any existing drain, defined watercourse or low run. The Contractor shall exercise care not to disturb any existing private or municipal tile drains which follow the same course as the new drain.

E.2.3.4 RECONNECTION OF EXISTING PRIVATE TILE

Any subsurface drain encountered by the Contractor when constructing a Municipal Drain under these specifications shall be reconnected to itself and not connected to the

new Municipal Drain, unless approved otherwise by the Engineer. The accepted practice for reconnecting existing tile drains will be to compact sub-base material from the new trench bottom to the underside of the existing tile. Rigid pipe, HDPE (320 kPa) or approved equivalent, with a diameter equal or larger than the existing tile with a minimum length of 0.6 m beyond the trench width to the existing tile. This connection shall be made only where the existing tile is operable and in good condition. When completing backfilling of the Municipal Drain trench at such a location, the Contractor shall take sufficient care to ensure that the new connecting pipe is not damaged.

The Contractor shall provide a unit price per connection and the unit price shall include the supply of all material, labour and equipment necessary to make the connection. Further, the Contractor shall keep a written record of all sub-surface drains encountered. All connections completed shall be reviewed with the Engineer on a daily basis and a summary of all subdrains shall be provided to the landowner.

E.2.3.5 CONNECTION OF EXISTING PRIVATE TILES TO MUNICIPAL DRAIN

A subsurface drain encountered during construction can be connected to the Municipal Drain if requested by the landowner and approved by the Engineer prior to commencement of the connection. The drain shall be connected to the Municipal Drain either by core drilling through the CDT or a prefabricated fitting for HDPE. The core shall be drilled on-site and backfilled as per the specified detail included within the drawings. Any tile drains connected to the Municipal Drain shall have the downstream end of the tile plugged to prevent entry of foreign material into the tile.

E.2.3.6 TRENCH BACKFILLING

As the laying of the tile progresses, partial filling or blinding shall be made at the sides of the trench sufficient to hold the tiles securely in place. The Contractor shall place the remainder of the excavated material carefully when backfilling the trench. Any excess backfill material shall be mounded over the trench such that future settlement and compaction around the new tile can occur without creating a depression over the width of the trench. The Contractor shall not operate construction equipment over any backfilled trench, except as specified in Trench Crossings. Care shall be exercised in backfilling the trench to see that no stone or boulder capable of damaging the tile is used in the backfill material adjacent to the tile. In no case shall stones having a diameter greater than 150 mm be used in backfill material within 300 mm of the tile. The Contractor shall backfill any open tile trenches at the end of each working day except for inspection points as specified. The Contractor shall be entirely responsible for any damage to the new tile throughout the warranty period.

E.2.3.7 TRENCH CROSSINGS

The Contractor shall not cross any backfilled trench with any construction equipment or vehicles, except at only **ONE** designated crossing location on each property which shall be marked in an acceptable manner. 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 insure that no equipment or vehicles are allowed to travel along the length of any trench. The Contractor shall be entirely responsible for any damage to the new tile throughout the warranty period.

E.2.3.8 OUTLET PROTECTION

The outlet end of a tile drain shall normally consist of a 6 m length of CSP or HDPE fitted with a rodent proof grating which is hinged at the top to allow the exit of foreign material from the tile. An outlet marker shall be supplied and installed.

Unless otherwise specified, the end of the CSP or HDPE shall be protected with the type of riprap on geotextile as specified by the Engineer from a point 500 mm above the drain bottom on the opposite side of the drain, across the drain bottom, and for the full height of the drain sideslope where the pipe is located. The minimum width of this riprap shall be equal to the outside diameter of the outlet pipe plus 2 m.

E.2.3.9 PRECAST CONCRETE STRUCTURES

Junction Box (JB) means an acceptable precast concrete structure installed and buried below the surface of the ground to facilitate two or more tiles meet and connect.

Catchbasin (CB) or **Ditch Inlet Catchbasin (DICB)** means an acceptable precast concrete structure installed at or slightly below the surface of the ground where two or more tiles meet and connect and that is intended to accommodate surface water.

Observation Box (OB) means an acceptable precast concrete structure installed above the surface of the ground where two or more tiles meet and connect and that is intended to only inspect the tile connected thereto.

Unless specified otherwise, JB's, CB's, DICB's and OB's shall be supplied by a precast manufacturer meeting the Engineer's approval. An "approximate elevation of top" of each structure has been indicated on the "Structures Table"; however, each structure shall be placed onsite such that the exact horizontal and vertical location in the field is as directed by the Engineer. All structures shall have a knock out, set at a minimum of 100 mm above the elevation of the outlet or as specified, placed in ***all*** sides not used by the municipal drain. Knock outs must be of a size capable of connecting a HDPE pipe with

a minimum inside diameter of 250 mm. All structures shall have a minimum 300 mm deep sump, unless specified otherwise.

Non-shrink grouting material, unless specified otherwise, shall be placed around all pipes connected to the structure. In addition, the exterior of all grouted connections shall be completely wrapped with geotextile (similar to a wrapped joint). Geotextile shall also be placed in the joints between all sections of the box and around the full perimeter of the box at these joints. For the area surrounding catchbasins, unless noted otherwise, the contractor shall supply and install a 300 mm thickness of 100 to 150 mm (R10) diameter quarry stone rip rap with filter cloth underlayment.

Hot dipped galvanized, heavy duty, three-sided protruding type bird cage grates, shall be supplied for all CBs, DICBs or OBs, unless specified otherwise. All DICBs shall have a slope of 2H:1V, unless specified otherwise. Grates shall be fastened to the structure using non-corrosive fasteners as recommended by the Ontario Farm Safety Association. JB's shall have no sump and shall have a minimum 150 mm thick solid reinforced concrete tops.

Post and sign type markers shall be supplied and installed at each at or above ground structure.

E.2.3.10 STRIPPING FOR DEEP TILE INSTALLATION

Where the tile installation depth exceeds the digging or plowing depth of the Contractor's equipment, the Contractor shall undertake any stripping that may be necessary in a manner such that when restored, the topsoil returns uncontaminated to the top of the stripped area. This would normally mean that the topsoil would be stripped and piled separately from the subsoil. The Contractor shall have regard for the working space provided for such stripping operations. Unless approved otherwise by the Engineer prior to work being undertaken, stripping shall be done using a hydraulic excavator. The cost of any stripping shall be included in the price provided for the tile installation.

E.2.3.11 STONE REMOVAL

The Contractor shall remove and dispose of any stones larger than 100 mm that remain on the surface of the working space after completion of construction.

E.2.4 SPECIFICATIONS FOR ROAD CROSSING (OPEN CUT METHOD)

E.2.4.1 GENERAL

When a drainage works crossing of a Road is to be carried out by the open cut method, the following specifications shall apply as well as OPSS 401 and 410. Under these specifications, the Contractor shall supply all labour, equipment and material unless specified otherwise in the Special Provisions.

E.2.4.2 EXCAVATED MATERIAL

All excavated material removed from the traveled portion of the road and 1.3 m or the full width of the gravel shoulder, whichever is greater, on each side of the traveled portion shall be disposed of off the site by the Contractor in a location approved by the Engineer or the Municipality. No excavated material shall be spread on the right-of-way without the written consent of the Engineer or the Municipality. The excavated material from a trench beyond a point 1.3 m from the traveled portion or beyond the outside edge of the gravel shoulder may be placed in the trench in the case of covered drains.

E.2.4.3 BEDDING

All pipes installed under these specifications shall be carefully bedded so as to ensure uniform bearing throughout its entire length.

Except where requiring concrete cradle or encasement, all pipes shall be bedded on granular fill as specified or as shown on the contract drawings. Bedding shall be hand placed, tamped and consolidated throughout. Granular fill and bedding shall be gravel or crushed stone having no particles over 20 mm in size, except where otherwise specified.

Concrete cradle and concrete encasement shall be placed as shown on the drawings, and the concrete shall be minimum 25 MPa.

E.2.4.4 BACKFILLING

The material and the method for backfilling the excavated area on the traveled portion of the right-of-way and for 1.3 m or the full shoulder width on each side shall conform to the following specifications, or as directed by the Engineer or Municipality.

From the top of the bedding material to a point 300 mm below the existing grade of the road, backfill material shall be clean pit run gravel meeting O.P.S.S. Granular "B" or approved equivalent. The material shall be placed in lifts not to exceed 300 mm in depth and all granular materials shall be compacted to 100 % SPMDD and all subsoil or previously excavated material to 95 % SPMDD.

The final 300 mm of the excavation shall be filled with clean crushed gravel conforming to O.P.S.S. Granular "A" specifications. The material shall be placed in lifts not exceeding 150 mm in depth and shall be thoroughly compacted to 100 % SPMDD.

E.2.4.5 PRECAST CONCRETE STRUCTURES

The type, location and the elevation of all structures in the right-of-way shall be as specified by the Engineer, and as indicated on the "Structures Table".

E.2.4.6 NOTICE

Before commencing work on any right-of-way, the Contractor shall furnish at least 7 days notice in writing to the Engineer and Road Authority having jurisdiction over said right-of-way. A copy of this notice shall also be sent to the Municipality's Drainage Engineer.

E.2.4.7 MAINTENANCE

The Contractor shall maintain the road surface at the road crossing until the Engineer or Road Authority has approved the work. Such maintenance shall include keeping the road surface free from pot-holes and the application of calcium chloride at the rate of two pounds per square meter to the finished surface for the entire width of the excavation.

The Contractor shall give the Engineer or Road Authority four days notice in writing that the work has been completed, and if the work has approved, the Contractor will no longer be responsible for maintenance of the said portion of the right-of-way.

E.2.4.8 PERMITS & TRAFFIC

The Contractor shall be responsible for providing the Road Authority at least 7 days notice in writing before commencing any work on any right-of-way. If the crossing is on a right-of-way that requires a Municipal or Provincial Permit, the Contractor shall ensure that the Permit is obtained before any work commences.

The Contractor shall be responsible for providing, erecting, maintaining and removing all signage and traffic control in accordance with the Ontario Traffic Manual (OTM) and the OTM Book 7 Temporary Conditions - Field Edition as noted in Document D of the Tender/Contract.



BURNSIDE

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Appendix F

Special Provisions

Appendix F – Special Provisions

(Murray) Scott Drain & Stream Rehabilitation Project 2020

These **Special Provisions** are specific directions for this project and detail requirements not encompassed by the **Appendix E Standard Drain Specifications**.

Special Provisions shall take precedence over the **Standard Drain Specifications** where a conflict between them may exist.

All work items do not necessarily have an associated Special Provision (SP); accordingly, for those items of the work that do NOT have a SP, please refer to the appropriate **Standard Drain Specification in Appendix E**.

1.0 Standard Drain Specifications

All work for this project shall also be governed by **Appendix E - Standard Drain Specifications**. The Contractor is fully responsible for a reasonable and prudent review of these Standards to have a complete and clear understanding of the scope and character of the work.

2.0 Description and Location

The proposed drain is located on Lots 34, Concessions 6-7, Township of North Huron, Huron County.

The Scott Municipal Drain includes approximately 100 m of drain work consisting of the installation of erosion protection, excavation of refuge pools, drain realignment, sediment removal, low flow channel excavation, tree clearing, and approximately 18 m of closed drain work consisting of one road crossing. The location of the work is shown in the enclosed plan.

3.0 Instructions and Process

3.1 Pre-Construction Meeting

The Contractor **MUST** arrange an on-site Pre-Construction Meeting with the Engineer, Drainage Superintendent and affected landowners before any equipment or materials are moved onto the site and before any work is commenced on this project.

Furthermore, the Contractor shall also provide notification of the commencement of in-water work (as required) to Fisheries and Oceans Canada (DFO) and to the Maitland Valley Conservation Authority (MVCA), or to any other applicable agency(s), at least ten (10) working days prior to the commencement of the work.

3.2 Working Space

The locations and widths being provided for the proposed construction as well as for the future maintenance are specified in the Table below.

<u>Working Space</u>		
Station	Max. Width (m)	Comments
<u>Scott Municipal Drain – Open Portion</u>		
Sta. 0+000 to Sta. 0+103	6 m working space on east side of Drain	Access to this portion of the drain shall be from Nature Centre Road to the E. & M. Hussey property (Roll No. 6-021-00) (AR#3) and subsequently following the drain alignment as shown on the accompanying drawings. For future maintenance only nonintrusive hand work shall occur in this portion of the Municipal Drain.
Sta. 0+103 to Sta. 0+191	6 m working space on east side of Drain	Access to this portion of the drain shall be from Nature Centre Road to the E. & M. Hussey property (Roll No. 6-021-00) (AR#3) and subsequently following the drain alignment as shown on the accompanying drawings. Where possible, work in this portion of the open drain shall be hand work, however a 6 m working space has been provided along the east side of the drain for access with machinery. Removal of any trees in the vicinity of the drain shall be minimized if access with machinery is required.
Nature Centre Road ROW Sta. 0+191 to Sta. 0+211	10 m working space	Access to this portion of the drain shall be from Nature Centre Road and/or on the E. & M. Hussey property (Roll No. 6-021-00) or M. Pletch property (Roll No. 7-016-00) adjacent to Nature Centre Road.
Sta. 0+211 to Sta. 0+390	6 m working space on southeast side of drain	Access to this portion of the drain shall be from Nature Centre Road to the M. Pletch property (Roll No. 7-016-00) (AR#2) and subsequently following the drain alignment as shown on the accompanying drawings. Where possible, work in this portion of the open drain shall be hand work, however a 6 m working space has been provided along the southeast side of the drain for access with machinery. Removal of any trees in the vicinity of the drain shall be minimized if access with machinery is required.

<u>Working Space</u>		
Sta. 0+390 to Sta. 0+794 & Sta. 0+804 to Sta. 1+041	6 m working space on the north side of drain	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00) (AR#1 or AR#2), then following the drain alignment as shown on the accompanying drawings.</p> <p>Where possible, work in this portion of the open drain shall be hand work, however a 6 m working space has been provided along the north side of the drain for access with machinery. Removal of any trees in the vicinity of the drain shall be minimized if access with machinery is required.</p>
Private Laneway Sta. 0+794 to Sta. 0+804	10 m working space	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00) (AR#1).</p>
<u>Scott Municipal Drain – Closed Portion</u>		
Sta. T 0+000 to Sta. T 0+683	10 m working space	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway (AR#1) on the M. Pletch property (Roll No. 6-021-00), then following the drain alignment as shown on the accompanying drawings.</p> <p>Alternatively, this portion of the drain can be accessed from the access off Scott Line to the K. & K. Smith property (Roll No. 7-014-00) (AR#4).</p>
<u>Wetlands A - F</u>		
N/A	6 m working space surrounding Wetlands	<p>Access to these wetlands shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00) (AR#1 or AR#2). An access allowance has been provided to this property. The Drainage Superintendent shall be permitted to access this portion of the drain in any manner they require, ideally in the least intrusive manner possible.</p>
Small Berm		
N/A	16m working space centred along Berm	<p>Access to this portion of the drain shall be from Nature Centre Road to the private driveway on the M. Pletch property (Roll No. 6-021-00). An access allowance has been provided to this property. The Drainage Superintendent shall be permitted to access this portion of the drain in any manner they require, ideally in the least intrusive manner possible.</p>
Diversion Berm		

<u>Working Space</u>		
N/A	20m working space centred along Berm	Access to this portion of the drain shall be from Nature Centre Road to the private driveway (AR#1 or AR#2) on the M. Pletch property (Roll No. 6-021-00), then following the berm alignment as shown on the accompanying drawings.

NOTES:

- (1) The Contractor shall contain their construction operations to as narrow a width as possible, so as to prevent damage to lands, crops, bush, etcetera and shall not exceed the widths indicated.
- (2) The Contractor shall be entirely responsible for any damage to lands, crops, etcetera, beyond the widths and locations of both the access routes and the working spaces specified, caused by the Contractor, their Subcontractors or their employees while undertaking the work.
- (3) The Contract Administrator's approval **MUST BE OBTAINED BEFORE** exceeding the maximum widths indicated.
- (4) Access to the working space shall be public roads or as specified. All routes must be approved by the Contract Administrator and/or the Drainage Superintendent prior to construction.

3.3 Access Routes

The access routes for construction shall be from specified locations on Nature Centre Road to the drain, as specified in the Table entitled 'Working Space' and on the drawings. The Contractor shall confirm these access routes with the Contract Administrator, the Drainage Superintendent and affected landowners prior to commencing any work.

The width of the access route on each property shall be a maximum 6 m. Any increase of this width shall be at the discretion of the Contract Administrator.

3.4 Utilities Investigation

The Contractor shall locate all utilities prior to construction.

3.5 Staging of Construction

The rock check dam (downstream of Sta. 0+103) shall be installed prior to any other drain construction.

The Contractor shall stage the construction to ensure that the site is left at the end of each day with appropriate and the required erosion and sediment controls in place. As part of the price bid for the various items that involve excavation and soils (some of which may be excess), the

Contractor shall protect any and all excavated materials and spoil areas with silt fence or other measures, as approved and/or directed by the Contract Administrator, to avoid erosion during construction and to prevent them from being washed into the drain. All in-water works shall be completed during periods of low or no flow. Only additional erosion measures shall be paid for as extra items on an as directed basis.

3.6 Construction Document Errors

Any issues during construction with respect to errors or omissions with the design drawings or documents, the constructability of the system, etc. must be brought to the attention of the Contract Administrator immediately. It is expected that a clear communication channel will exist between the Contractor and the Contract Administrator and that any discrepancies relating to construction of the work will be remedied immediately. Work resulting from failure to seek clarification with the Contract Administrator by the Contractor will be the responsibility of the Contractor to remedy at no extra charge to the project and must be completed to the satisfaction of the Contract Administrator prior to demobilization.

3.7 Final Inspection

After substantial completion of the work and prior to demobilization and removal of equipment and materials from the site, the Contractor **MUST** arrange an on-site FINAL inspection of the work with the Contract Administrator. This is to ensure all aspects of the work have been satisfactorily completed and/or that arrangements have been made to expedite the completion of any outstanding minor items or deficiencies. Notification to the Contract Administrator of this Final Inspection shall be provided at least 2 days prior.

3.8 Deficiencies

Deficient items such as catchbasin markers, grate tabs, rodent grates, additional rip-rap, etc. shall be remedied by the Contractor during the warranty period and paid at the Contract price. If the Contractor fails to complete the work within a reasonable timeframe in the opinion of the Contract Administrator and/or the Municipality, the work shall be completed by a Contractor of the Contract Administrator's choosing and the cost of the work deducted from the Contract holdback.

4.0 Agency Project Requirements

4.1 Maitland Valley Conservation Authority (MVCA)

Attention is drawn to the MVCA permit. All work is to be in accordance with the terms of this permit and the mitigation practices described in the Engineer's Report.

4.2 Ministry of Environment, Conservation, and Parks (MECP)

No terrestrial Species at Risk (SAR) are anticipated within the working area. The Contractor will still be responsible to ensure that during construction no extirpated, endangered, threatened, or special concern species or their habitats are adversely affected.

4.3 Fisheries and Oceans Canada (DFO)

Attention is drawn to the DFO Letter of Advice in Appendix G. All work is to be done in accordance with the terms in the Letter of Advice. Some mitigation measures are highlighted below:

- It is recommended that DFO be notified of the work approximately **10 days before the start of construction**.
- All works be carried out in accordance with the most recent sealed engineering drawings.
- Works be conducted during a period of low or no flow.
- Works to be conducted between **July 15 to September 30** in any given year.

5.0 General Construction

The following general conditions and requirements apply to this project:

- Install, maintain and remove any temporary sediment control measures as specified and/or directed by the Contract Administrator, Drainage Superintendent or the Conservation Authority.
- Spreading and levelling of excavated material, or disposal of all waste material off-site as directed by the Contract Administrator.
- Restoration and rehabilitation of all areas disturbed by the Contractor to pre-construction conditions or better with the exception of the manicured lawn area which will be fine graded and seeded by a separate landscaping contractor.

5.1 Topsoil Stripping

Drain Work: Unless specified otherwise, prior to completing work in the drain, the Contractor shall strip the topsoil in the proposed spoil levelling area. The topsoil shall be stockpiled separately from any native subsoil and subsequently replaced over the excavated spoil. This shall be included as part of the price bid for the work under the appropriate item and no extra payment will not be made for stripping, stockpiling and replacing topsoil.

5.2 Subsoil Conditions

Drain Work: Subsoil investigations have not been undertaken on this project. The Contractor shall tender the installation of any drain structures and the excavation of the existing drain on the basis of typical soil conditions. Additionally, if specified in the Contingency Items, the Contractor shall provide a unit price for rip-rap bank erosion protection where needed and as directed on-site by the Contract Administrator.

6.0 Description of Work

The following Special Provisions for the items listed are to supplement the brief descriptions in the Project Cost Estimate (Appendix B) and the Standard Drain Specifications (Appendix E). The numbering of each item references the corresponding item in the Estimate. Each Item shall be bid as a lump sum price unless otherwise noted. **For the lump sum price bid, unless otherwise noted, the Contractor shall provide the following items:**

Section A – Scott Municipal Drain

SP 0 Mobilization

This item covers the Contractors costs associated with the transportation and/or accommodation (meals and lodging) of labour, equipment, offices, conveniences, temporary facilities, construction plant and other items not required to form part of the permanent works and not covered by other items in the Schedule of Prices. This line item shall only apply to the first/primary mobilization and demobilization required to fulfill the Contract. Additional mobilization/demobilization costs will not be paid when and if the Contractor chooses to leave the site on their own accord following the initial mobilization. However, if at the discretion of the Contract Administrator, a situation warrants the Contractor to demobilize from the site and to complete the remainder of the work at a later date, the costs associated may be negotiated with the Contract Administrator and may be considered for payment as an extra item.

Payment at the Lump Sum price set out in the Schedule of Prices for mobilization and demobilization will be made as follows:

- 50% payable on first Payment Certificate
- 50% payable on Substantial performance Payment Certificate.

SP 1 Temporary Rock Flow Check Dam, Sta. 0+109

The Contractor shall install a temporary rock flow check dam in downstream of Sta. 0+109, prior to commencement of any work on the open portion of the Scott Municipal Drain; Refer to OPSS 219.211. After the completion of the work and when so instructed by the Contract Administrator, the rock flow check dam shall be removed. The excess stone can be incorporated into the surrounding drain features.

SP 2 Cofferdam Installation and Pumping

A cofferdam(s) shall be installed to isolate the work area from Sta. 0+175 to Sta. 0+214 (roadway culvert installation and drain realignment) for the necessary work as described herein. A pump shall be used to maintain downstream flows and the pump shall not outlet downstream of the proposed rock check dam at the downstream extents of the proposed working area. Damming and pumping is not required in areas outside of this station range.

All cofferdam and pumping works shall be as per OPSS.MUNI 182. This line item shall include all cofferdam installation and pumping works **required to complete the entire project** and **no additional payments** will be made if the Contractor is required to complete additional damming or pumping without a suitable reason to the discretion of the Contract Administrator.

This special provision sets out the requirements for the management and control of flows during construction to enable the work to be carried out with minimal impact to the downstream portions of the drain.

OPSS.MUNI 182.01 shall be amended to include the following:

The Contractor will be required to provide protection for the drain throughout this portion of the work area to prevent contamination during construction. All protection must be provided while maintaining flow downstream using by-pass pumping to the open portion of the main drain

downstream while providing an allowance for fluctuations in flow volume during construction. The Contractor shall assess the risk of fluctuations in flow volume and provide excess capacity for their waterway control measures based on their acceptance of this risk.

The Contractor shall select the design elevations for the two proposed cofferdams based on their experience. No Claims will be accepted for lost time caused by dewatering operations if the water level of the main drain open portion overtops the Contractor's cofferdams or other waterway control systems.

Materials

OPSS.MUNI 182.05.02 shall be amended to include the following:

It is anticipated that the Contractor will provide isolation of the work area using pea gravel filled bags or similar temporary cofferdams (i.e. sheet piles). Only clean material, free of dirt, debris, sediment, fines, oil or grease may be introduced into the waterway.

All proposed materials deemed to be unsuitable will be rejected. Any materials found incorporated into the work and subsequently deemed to be unsuitable shall be removed and replaced at the Contractor's expense.

Construction

OPSS 182.07 shall be amended to include the following:

The Contractor is reminded that, while the work is being undertaken in traditionally low-flow summer months, the Contractor must be aware of the potential for fluctuations in water levels resulting from rain or other weather events as well as the natural baseflow of the working drain. The Contractor must identify and accept the level of risk associated with their selection of methods and design capacity.

The Contractor shall be responsible for all flood or washouts resulting from their assessment of flood risk during construction. The Contractor shall select temporary cofferdam elevations that allow for fluctuations in the flow as a result of rainfall events or other anticipated conditions.

The Owner and/or Contract Administrator make no guarantee with respect to flows, rainfall events or groundwater elevations. The Owner cannot assess the risk for the Contractor or be held responsible for the Contractor's assessment of the risk.

Once any cofferdam has been installed, the Contractor shall undertake the following:

- Before starting construction, any fish or aquatic life shall be removed from the construction area between the cofferdams by Burnside's Aquatic Ecologist.
- Remove and dispose of any accumulated sediment from behind each cofferdam before it is removed from the main drain open portion; ensure that the original streambed material is not excavated.
- Under the direction of Burnside's Aquatic Ecologist, the Contractor shall restore the original drain bottom gradient and substrate before removing the two cofferdams.

- Under the direction of Burnside's Aquatic Ecologist, the Contractor shall gradually remove the cofferdam to equalize the water levels inside and outside the isolated areas and reduce the amount of suspended sediment that is carried downstream.

Quality Assurance

The Contractor and/or Contract Administrator and/or Burnside's Aquatic Ecologist will inspect the in-water works on a daily basis. Any evidence of failure of the works or potential for failure shall be immediately rectified by the Contractor at no extra cost.

SP 3 Removal of the Existing Willow Tree, Sta. 0+109

The Contractor shall close cut clear (cut to ground level) the existing willow tree located in the drain at approximately Sta. 0+109. The tree shall be delimbed and cut into lengths no longer than 4 m and disposed of off-site. Alternatively, with approval from the property owner, the Contractor may pile the wood as directed by the property owner for personal use. The stump of the willow tree shall remain as is in the existing drain bottom.

SP 4 Low Flow Meandering Drain Construction, Sta. 0+109 to Sta. 0+149

A low flow meandering channel shall be excavated within the base of the existing drain as depicted on the accompanying details and under direction of the Aquatic Ecologist. The drain shall be dug with a bottom width of approximately 0.6 m and 2H:1V side slopes to tie back into the existing drain bottom. The existing banks of the drain shall remain undisturbed, where possible, during the construction of the low flow channel (with the exception of the locations where vegetated stone revetment and placement of large woody debris is proposed).

SP 5 Tree Clearing, Sta. 0+109 to Sta. 0+149

The Contractor shall clear a maximum 6 m width along the east bank of the existing drain. As per the Standard Drain Specifications, trees and limbs larger than 250 mm dia. shall be trimmed and stacked to the side of the corridor for use by the landowner. The Contractor shall remove only the trees necessary to access the working corridor along the east bank of the existing drain.

SP 6 Vegetated Stone Revetment, Sta. 0+109 to Sta. 0+175

The Contractor will be responsible to ensure that they coordinate with Burnside to have their Aquatic Ecologist on-site for the completion of this work. The Contractor shall supply a minimum of one laborer and one machine operator for the completion of this line item. The brook trout spawning areas depicted on the accompanying drawing set shall not be disturbed during this work. If this area is disturbed the Contractor will be required to re-establish the area to the satisfaction of Burnside's Aquatic Ecologist at their own cost and the Contractor will also be liable for responsible for any penalties from DFO.

The Contractor shall complete a vegetated stone revetment as per the accompanying details along approximately 85 m² of drain bank. Only rounded riverstone shall be used for the stone revetment and it shall range from 150 mm to 400 mm in diameter. A mixture, or layers of native material will be used with the round stone to provide growth medium for the proposed plantings and/or live staking. The largest stoned shall be "keyed" into the drain banks as directed by the on-site Aquatic Ecologist.

With guidance from the on-site Aquatic Ecologist the Contractor shall gather appropriate large woody debris from either previously cleared trees, or if not enough suitable material has been previously cleared, select trees shall be delimited (as directed by the Aquatic Ecologist) and used. The Contractor shall then provide all necessary machines and labour to relocate the limbs to the necessary location and install into the drain banks as directed by the on-site Aquatic Ecologist. A minimum of 16 hours (2 days) of direct work with the on-site aquatic ecologist shall be included with this line item.

SP 7 Refuge Pool Excavation, Sta. 0+124 to Sta. 0+129 & Sta. 0+144 to Sta. 0+149

A refuge pool shall be constructed in the locations specified above using appropriate heavy equipment suitable for excavation and removal/placement of granular substrate, Burnside's Aquatic Ecologist will provide guidance for pool creation with regards to as built design and habitat creation. Each refuge pool is proposed to be approximately 5 m long and 0.5 m deep with a maximum 1H:1V sideslopes and shall have riverstone ranging from 150 mm to 400 mm in diameter installed in the pool base. The Contractor shall ensure that the minimum pool depth is achieved based on the design profile.

SP 8 Drain Realignment and Culvert Outlet Work, Sta. 0+175 to Sta. 0+192

The Contractor shall excavate a 5 m long and 0.5 m deep pool with a 1.0 m bottom width and 2H:1V sideslopes as depicted on the accompanying details. Fill from the excavation may be used to fill in the existing drain in this station range, as directed by the Contract Administrator. All excess fill shall be disposed of offsite by the Contractor; however, it may alternatively be used to mix with the river stone for the stone revetment if approved by the Contract Administrator.

The Contractor shall complete a vegetated stone revetment as per the accompanying details along all drain banks side banks in this location as per SP 6.

The existing lilac tree (noted on the accompanying details) shall remain undisturbed during this work. The Contractor will be responsible to remedy any damages to this tree at their cost during construction.

SP 9 Manicured Lawn Restoration Work, Sta. 0+140 to Sta. 0+192

Although the final grading and seeding of the manicured lawn area is intended to be completed by a landscape Contractor that will be retained by the Township following the construction works encompassed by this Contract, the Contractor will still be required to grade the area after the completion of the work and leave in a condition satisfactory to the Contract Administrator or Drainage Superintendent.

Therefore, the Contractor in completing the work in this area shall regrade and restore any areas disturbed on the E. & M. Hussey property from Sta. 0+140 to Sta. 0+192 to the satisfaction of the Contract Administrator. The Contractor shall strip topsoil as required and ensure that topsoil is not mixed with subsoil material. Any salvaged topsoil material shall be placed and levelled in this area to the satisfaction of the Contract Administrator or Drainage Superintendent.

SP 10 Red Osier Dogwood Live Staking, Sta. 0+109 to Sta. 0+192

The live staking **shall be completed between October 15th and December 15th of the year of construction** when the plantings are in a dormant state and soils are workable and not frozen.

Red osier dogwood live stakes shall be installed between the stones on the drain banks in all locations where the vegetated stone revetment is implemented. The live stakes shall be a min 2.5 cm in diameter and 30 cm in length (maximum 1.5 m in length). Plantings shall be inserted into the drain banks approximately 70% of the length and installed with a deadblow hammer (rubber mallet with lead pellets). Approximately 70 live stakes shall be installed along both drain banks from Sta. 0+175 to Sta. 0+192, and approximately 100 live stakes shall be installed along the applicable banks from Sta. 0+109 to Sta. 0+175.

The Contractor will be responsible to find suitable live stakes, and the stakes shall be approved by Burnside's Aquatic Ecologist prior to their installation.

SP 11 Surface Water Inlet Installation, Sta. T 0+683

The Contractor shall excavate to and locate the existing drain at the approximate midpoint on Lot 36, Concession 7 on the line between the property identified by Roll No. 7-016-50 and property identified by Roll No. 7-017-00. The Contractor shall remove and replace the existing 350 mm dia. clay tile in this location with an approved fitting(s) and/or piping to suit a 150 mm dia. surface water inlet (SWI – Hickenbottom or approved equal); this SWI shall be installed on the line of the existing Municipal Drain. The SWI shall be connected to the existing Municipal Drain with an appropriate tee, and appropriately sized dual-wall HDPE pipe (320 kPa) to the satisfaction of the Contract Administrator. The existing 350 mm dia. clay tile shall be RE-connected to the downstream end and to the upstream end of the new fitting/tee and/or piping. The SWI shall be installed with 19 mm clear stone backfill for a 1 m diameter surrounding the riser pipe from the vertical tee as well as an approved post and marker. Minor re-grading may also be required. Disturbance of the agricultural lands shall be minimized in the completion of the aforementioned work.

SP 12 Polymer Laminated CSP Installation, Sta. 0+192 to Sta. 0+210

The Nature Centre Road crossing from Sta. 0+192 to Sta. 0+210 shall be completed using the Open Cut Method, as per the Standard Drain Specifications (Appendix E).

Pipe Installation

Bedding shall be a minimum thickness of 150 mm compacted Granular 'A' material or geotextile wrapped 19 mm crushed clear stone. Similarly, the bedding material shall be used to provide a minimum 300 mm cover over top of the proposed pipe.

Road Subbase and Base Restoration

The Township's preference is for select native material to be used for backfill within the crossing if it is deemed suitable granular material by the Township at the time of construction. All unsuitable excavated material shall be removed and disposed of off-site by the Contractor. In this case OPSS Granular 'B' shall be used and paid for as a contingency item.

A minimum 450 mm depth of new OPSS Granular 'B' material shall be installed immediately beneath a minimum 150 mm top cost depth of new OPSS Granular 'A' in the road crossing. A smooth transition through the open cut shall be established to the discretion of the Contract Administrator.

All granular material shall be installed in lifts no greater than 300 mm in depth and shall be compacted to a minimum 100% SPDD as per the standard specifications. Similarly, all subsoil material if reused shall be compacted in lifts no greater than 300 mm in depth and shall be compacted to a minimum 95% SPDD as per the standard specifications.

Traffic Control Plan: A traffic control plan shall be prepared and submitted to the Township of North Huron and the Contract Administrator by the Contractor a minimum of 10 days prior to the proposed start of construction of the open crossing. The plan must be approved by the Township and implemented by the Contractor prior to the beginning of the crossing construction.

Any settlement or impact caused to the road shall be the sole responsibility of the Contractor, per the Standard Drain Specifications (Appendix E). The Owner of the road ROW shall be contacted by the Contractor regarding any issues pertaining to the pipe installation on their property, prior to leaving the site. Issues shall be remedied to the satisfaction of the Contract Administrator and the Owner.

SP 13 Culvert Rip-Rap Inlet and Outlet Protection

The Contractor shall supply and install approximately 30 m² of 150 to 300 mm (OPSS R50) diameter quarry stone rip-rap with a min. 450 mm thickness and geotextile underlay (approx. 15 m² at the culvert outlet and 15 m² at the culvert inlet).

Section B – Contingency Items

This section covers work that may be required for this project. These items shall apply only as and when approved by the Contract Administrator.

SP 14 OPSS R50 Rip-Rap Erosion Protection

For the unit price bid per square metre, the Contractor shall supply and install a 450 mm thickness of 150 to 300 mm (OPSS R50) diameter quarry stone rip-rap with geotextile underlay. These unit prices shall be used for payment for any rip-rap installed in addition to those quantities already specified in other items and for credit for any quantities of rip-rap deleted from other items. Additionally, this will include areas of existing drain bank where erosion or bank slumping has occurred, as directed on-site by the Contract Administrator.

SP 15 OPSS 19 mm dia. Clear Crushed Stone

For the unit price bid per tonne, the Contractor shall supply and install 19 mm (3/4 inch) dia. clear crushed stone. These unit prices shall be used for payment for any 19 mm clear crushed stone installed in addition to those quantities already specified in other items and for credit for any quantities of 19 mm clear crushed stone deleted from other items.

SP 16 OPSS Granular 'B' Material

For the unit price bid per tonne, the Contractor shall supply and install OPSS Granular 'B' material. These unit prices shall be used for payment for any Granular 'B' material installed in addition to those quantities already specified in other items and for credit for any quantities of Granular 'B' deleted from other items.

SP 17 Vegetated Stone Revetment and Placement of Large Woody Debris

For the unit bid price per m² the Contractor shall supply and install additional 150 mm dia. to 400 mm dia. rounded stone, red osier dogwood live stakes and large woody debris as directed by Burnside's on-site Aquatic Ecologist. These quantities are in addition to the quantities already specified in other items.



BURNSIDE

[THE DIFFERENCE IS OUR PEOPLE]

Appendix G

Agency Correspondence



November 26, 2020

274 Josephine St.,
Wingham, Ontario
N0G 2W0

MVCA File No. 9978

Attention: Township of North Huron

Re: Permit ALT25/2020

Part Lot 34, Concession 6, Part Lots 34 to 36, Concession 7, East Wawanosh Ward,
Township of North Huron, County of Huron

The Maitland Valley Conservation Authority (MVCA) has approved your application signed November 26th, 2020 to improve water features and replace a culvert on the Scott Municipal Drain.

The work is to be undertaken within a Watercourse. Watercourses plus a 15-metre buffer is regulated pursuant to *Ontario Regulation 164/06 (Development, Interference with Wetlands, Alteration to Shorelines and Watercourses Regulation)* made under Section 28 of the *Conservation Authorities Act (R.S.O. 1990, Chapter C.27)*. Your application was reviewed with regard for *O. Regulation 164/06* and in accordance with MVCA Board approved policies made under the Regulation.

Please be advised that Permit No. ALT25/2020 is subject to conditions outlined on the attached Permit.

MVCA has the legal authority to revoke your Permit should the specific and/or general conditions of the Permit not be met. Every person who contravenes the regulation or the terms and conditions of a Permit is liable to fines and prosecution under Section 28 of the *Conservation Authorities Act (R.S.O 1990, as amended)*.

MVCA permission does not exempt you (the applicant) from complying with any or all other approvals, laws, statues, ordinances, directives, regulations, by-laws etc. that may affect the property. Specifically this Permit does not exempt you from approvals from Fisheries and Oceans Canada (DFO).

Thank you for your cooperation. Please sign the Permit and return a copy to this office. You may fax or email the signed copy.

Feel free to contact this office should you have any questions or concerns.

Regards,

A handwritten signature in black ink, appearing to read "Stephen Jackson". The signature is fluid and cursive, with the first name "Stephen" being more prominent than the last name "Jackson".

Stephen Jackson, P.Eng.
Flood and Erosion Safety Services Coordinator

Enc.: *Permit No. ALT 25/2020*

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:

Township of North Huron
Address: P.O. Box 90, 274 Josephine St., Wingham ON N0G 2W0
Location of works: Part Lot 34, Concession 6, Part Lots 34 to 36, Concession 7, East Wawanosh Ward, Township of North Huron, County of Huron
Existing land use: Agriculture
For the following works: Improvement of water features and replacement of a culvert for the Scott Municipal Drain from November 26, 2020 to November 26, 2022, subject to the following conditions:

SPECIFIC CONDITIONS:

1. **All work must be carried out in conformance with the application, dated November 26th, 2020 signed by Trevor Kuepfer, and in accordance with the following:**
 - a. **Engineer's Report (Murray) Scott Drain & Stream Rehabilitation Project 2020 ; including:**
 - i. **Drawing 1: Watershed Plan**
 - ii. **Drawing 2: Natural Channel Design**
 - iii. **Drawing 3: Profile Open Portion Sta. 0+100 to Sta. 0+225**
 - iv. **Drawing 4: Details**
 - v. **Drawing 5: Environmental Feature Area Key Plan**
 - vi. **Drawing 6: Environmental Feature Area One**
 - vii. **Drawing 7: Environmental Feature Area Two**
 - viii. **Drawing 8: Environmental Feature Area Three**
 - ix. **Drawing 9: Environmental Feature Area Four**
 - x. **Drawing 10: Profile – Open Portion**
 - xi. **Drawing 11: Profile – Closed Portion**
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.**
4. **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:

1. 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 re-apply to the Authority prior to the expiration of this period should an extension be required.

Original Signed by (Applicants signature): _____ Date: _____

Signature of Authority Official



**Stephen Jackson, P. Eng.
Flood and Erosion Safety Services Coordinator
MAITLAND VALLEY CONSERVATION AUTHORITY**

Date: November 26, 2020



Ontario and Prairie Region
Fish and Fish Habitat Protection Program
650 – 2010 12th Avenue
Regina, SK S4P 0M3

Région de l'Ontario et des Prairies
Programme de protection du poisson et de son habitat
650 – 2010 12^e Avenue
Regina, SK S4P 0M3

August 7, 2020

Your file *Votre référence*

Our file *Notre référence*

20-HCAA-00925

Township of North Huron
Attention: Kirk Livingston
P.O. Box 90, 274 Josephine Street
Wingham, ON
N0G 2W0

**Subject: Culvert Replacement Habitat Restoration, Belgrave Creek, Belgrave–
Implementation of Measures to Avoid and Mitigate the Potential for Prohibited
Effects to Fish and Fish Habitat**

Dear Kirk Livingston:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on June 5, 2020. We understand that you propose to:

- Replace a 13 m long by 900 mm diameter corrugate steel pipe (CSP) culvert with a polymer coated 18 m long by 1200 mm diameter CSP culvert embedded at least 150 mm. Inlets and outlets will be armoured with riprap to protect against scouring; and,
- Realign an 80 m section of the unnamed tributary immediately downstream of the culvert crossing consisting of:
 - low flow meandering channel with two 0.5 m by 5 m long pools;
 - live stone revetments with large woody debris to stabilize channel banks and improve fish habitat;
 - realigned channel to improve alignment with the existing culvert and remove sediment blockage;
 - plunge pool will be installed at the culverts outlet; and
 - lining the channel with native substrate and smooth-run river stones, removing a fish barrier (>0.7 m in height); and, the creation of riparian vegetation buffer to protect from manicured lawns and stabilize banks.

We understand the following aquatic species listed under the *Species at Risk Act* may use the area in the vicinity of where your proposal is to be located:

- Black Redhorse (*Moxostoma duquesnei*) listed as Threatened

Our review considered the following information:

- Request for Review and additional supporting documents dated June 5, 2020. 2019.

- Email correspondence between David Braun (DFO) and Trevor Kuepfer (R.J. Burnside) on July 23, 2020.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and
- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*.

The aforementioned outcomes are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures listed below:

- Plan in-water works, undertakings and activities to respect [timing windows](#) to protect fish and fish habitat.
 - Works will be conducted between July 15 to September 30 of any given year
- Limit the duration of in-water works, undertakings and activities so that it does not diminish the ability of fish to carry out one or more of their life processes (e.g., spawning, rearing, feeding, migrating).
- Screen intake pipes to prevent entrainment or impingement of fish.
 - Follow the [Interim code of practice: End of pipe fish protection screens for small water intakes in freshwater](#), when using pumps.
- Capture and relocate any fish trapped within an isolated/enclosed work area and safely relocate them to an appropriate location in the same waterbody.
 - Dewater gradually to reduce the potential for stranding fish.
 - Relocate any fish as per applicable permits for capturing and relocating fish.
 - During processing, fishes should be held in aerated live well or multiple buckets/tubs to reduce overcrowding and water in buckets/tubs shall be replaced every 10 minutes or otherwise aerated (flow-through, aeration stones etc.) to maintain dissolved oxygen levels and water temperatures (within $\pm 1^{\circ}\text{C}$).
 - If a Black Redhorse is captured and/or any other SAR it/they shall be recorded and digitally vouchered and the species released unharmed to the watercourse. Photo vouchers shall be collected [following the protocol outlined in Appendix 2 of Mandrak and Bouvier \(2014\)](#) (Mandrak, N.E., and Bouvier, L.D. 2014. Standardized data collection methods in support of a classification protocol for the designation of watercourses as municipal drains. DFO Can. Sci. Advis. Sec. Res. Doc. 2013/077. v + 26 p.). Digital vouchers shall be taken while SAR are fully submersed in a net or viewing box. Digital vouchers shall be retained and submitted to David Braun by email at david.braun@dfo-mpo.gc.ca.
- Use of temporary cofferdams and diversion channels to isolate a section of a watercourse or water body in order to conduct works, undertakings and activities in the dry while maintaining the natural downstream flow and coastal currents.
 - Follow the [Interim code of practice: Temporary cofferdams and diversion channels](#), when using temporary cofferdams and diversion channels.
- Maintain fish passage during all phases of works, undertakings and activities.
 - Avoid changing flow or water levels.

.../3

- Avoid obstructing and interfering with the movement and migration of fish.
- Maintain an appropriate depth and flow (i.e., base flow and seasonal flow of water).
- Conduct during periods of low flow.
- Limit impacts on riparian vegetation to those approved for the works, undertakings or activities.
 - Avoid tree/shrub removal whenever possible.
 - Use methods to prevent soil compaction (e.g., swamp mats, pads).
 - Do not grade streambanks or approaches.
 - Avoid stockpiling of material on stream banks and riparian zones.
 - Limit access to banks or areas adjacent to water bodies.
 - Prune or top the vegetation instead of grubbing/uprooting to ensure root structure stability.
 - Limit grubbing on watercourse banks to the area required for the footprint of the works, undertakings and activities.
 - Construct access points and approaches perpendicular to the watercourse or water body.
 - Remove vegetation or species selectively and in phases.
 - Re-vegetate the disturbed areas with native species suitable for the site.
 - Restore the banks affected by the work, undertakings and activities to their natural state (profile, vegetation, etc.).
- Operate machinery in a manner that minimizes disturbance to the watercourse bed and banks.
- Avoid disturbing or removing aquatic vegetation, natural wood debris, rocks, sand or other materials from the banks, shoreline or the bed of the water body.
- Salvage, reinstate or match habitat structure (e.g., large wood debris, boulders, instream aquatic vegetation/substrate) to its natural state.
- Restore stream geomorphology (i.e., restore the bed and banks, gradient and contour of the waterbody) to its natural state.
- Install effective erosion and sediment control measures prior to beginning works, undertakings and activities.
 - Schedule work to avoid wet, windy and rainy periods and heed weather advisories.
 - Use only clean materials (e.g., rock, coarse gravel, wood, steel, snow) for works, undertakings and activities.
 - Use appropriate isolation materials and designs to minimize disturbance to the bed and banks of the watercourse or water body.
 - Use methods to prevent substrate compaction (e.g., swamp mats, pads).
 - Conduct all in-water works, undertakings and activities in isolation of open or flowing water to reduce the introduction of sediment into the watercourse.
 - Dispose of and stabilize all excavated material above the ordinary high water mark or top of bank of nearby water bodies and ensure sediment re-entry to the watercourse is prevented.
 - Maintain the natural flow regime for any diversion works.
 - Operate machinery on land, from barges or on ice.
 - Use biodegradable erosion and sediment control materials whenever possible.
 - Regularly inspect and maintain the sediment control measures and structures during all phases of the project.

.../4

- Regularly monitor the watercourse for signs of sedimentation during all phases of the works, undertakings and activities and take corrective action when needed.
- Keep the erosion and sediment control measures in place until all disturbed ground has been permanently stabilized.
- Remove all sediment control materials once site has been stabilized.
- Develop and immediately implement a response plan to prevent deleterious substances from entering a water body.
 - Stop works, undertakings and activities in the event of a spill of a deleterious substance.
 - Immediately report any spills (e.g., sewage, oil, fuel or other deleterious material), whether near or directly into a water body.
 - Keep an emergency spill kit on site during the works, undertakings and activities.
 - Contain any water with deleterious substances.
 - Ensure clean-up measures are suitably applied so as not to result in further alteration of the bed and/or banks of the watercourse.
 - Clean-up and appropriately dispose of the sediment-laden water and water contaminated with deleterious substances.
 - Maintain all machinery on site in a clean condition and free of fluid leaks.
 - Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
 - Dispose of all waste materials (e.g., construction, demolition, commercial logging) above the ordinary high water mark to prevent entry into the water body.
 - Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, poured concrete or other chemicals do not enter the watercourse.
- Aquatic invasive species are introduced and spread through transporting sands and sediments and using contaminated construction equipment. To prevent the introduction and/or spread of aquatic invasive species during construction in aquatic environments.
 - Clean, drain and dry any equipment used in the water, and
 - Never move organisms or water from one body of water to another.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, the *Species at Risk Act* and the *Aquatic Invasive Species Regulations*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to (<http://www.dfo-mpo.gc.ca/pnw-ppe/contact-eng.html>).

We recommend that you notify this office at least 10 days before starting your project and that a copy of this letter be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

.../5

If you have any questions with the content of this letter, please contact David Braun at (306) 780-8727 or by email at david.braun@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'David Braun', is positioned above the typed name.

David Braun
A\Senior Biologist
Linear Development
Fish and Fish Habitat Protection Program

cc: Trevor Kuepfer (R.J. Burnside and Associates Limited)



BURNSIDE

[THE DIFFERENCE IS OUR PEOPLE]

Appendix H

Manufacturer Product Information

Inline Water Level Control Structure™

- ◆ Available in manual or automated.
- ◆ Constructed of rugged ½" PVC with lockable plastic lid.
- ◆ Stainless steel screws and custom anodized aluminum corner extrusions used for strength and durability.*
- ◆ Flexible couplers allow PVC, plastic pipe, or other materials to be easily attached. *(Please specify type of pipe when ordering.)*
- ◆ Rugged injection molded stoplogs in 5" and 7" heights for adjustability (included in structures with 4" through 12" pipe sizes).
- ◆ PVC stoplogs with metal hooks in 5" and 7" heights for adjustability (included in structures with 15" through 24" pipe sizes).
- ◆ Stoplog maintenance recommended: Remove stoplogs and grease seal with Ultra Lube (included). Ensure there is no debris in the tracks or along the bottom of the structure. Replace stoplogs after greasing, ensuring bottom stoplog is installed first.
- ◆ To minimize seepage, align stoplogs firmly against one side of the stoplog track.
- ◆ Stoplogs must remain in track during structure installation.
- ◆ Structures are intended for gravity flow; some seepage may occur.
- ◆ 5-year warranty on all standard structures.

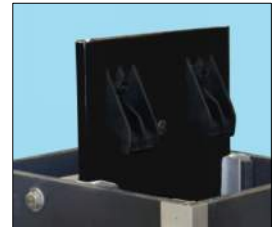


US Patent No. 6,715,508 B2
 US Patent No. 6,786,234 B2
 Canadian Patent No. 2,403,456
 Canadian Patent No. 2,466,976

Comes with a handle to install and remove stoplogs.



Stoplog seal ensures a tight fit to prevent leakage.



Rugged injection molded stoplogs used in structures with 4", 6", 8", 10", and 12" pipe sizes.



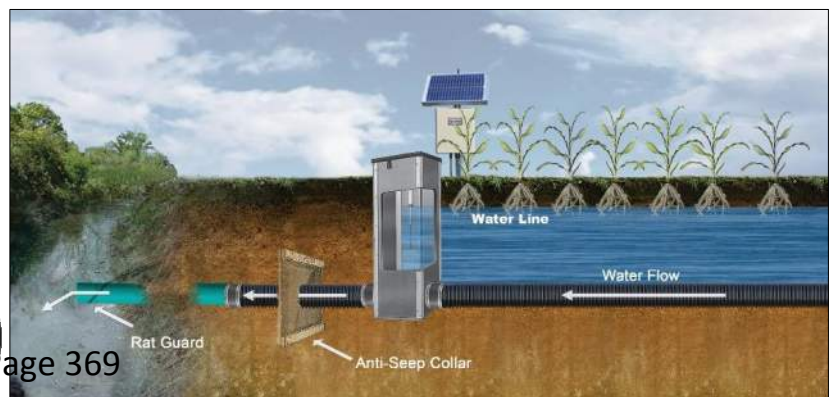
PVC stoplogs with stainless steel lifting hooks used in structures with 15", 18", and 24" pipe sizes.



Inline Water Level Control Structure™			
Pipe Size	Available Heights	Width	Depth
4"	2' - 12'	8"	10"
6"	2' - 12'	8"	10"
8"	2' - 12'	11 ^{5/8} "	12"
10"	2' - 12'	14"	16"
12"	2' - 12'	16"	20"
15"	2' - 12'	20"	24"
18"	2' - 12'	24"	28"
24"	3' - 10'	31"	39"

Stoplog Retainer Hold extra stoplogs up & out of the way!

- ◆ Stainless steel retainer hooks to lowest stoplog that you want to hold up within your Inline Water Level Control Structure™.



INLINE WATER LEVEL CONTROL STRUCTURE™ INSTALLATION INSTRUCTIONS

- Important!** —To minimize seepage, align stoplogs firmly against one side of the stoplog track.
—Stoplogs must remain in track during structure installation.
—Structures are intended for gravity flow: Low pressure and some seepage may occur.

1.) EXCAVATION AND GRADING

Structure base, inlet pipe, & outlet pipe must be set on compacted soil or fill sand to provide a solid, stable base. This will reduce settling and reduce stress or misalignment of pipe connections.

2.) PIPE CONNECTION

Remove stainless steel clamps from inside structure. Place pipe inside flex couplers and tighten SS clamps.

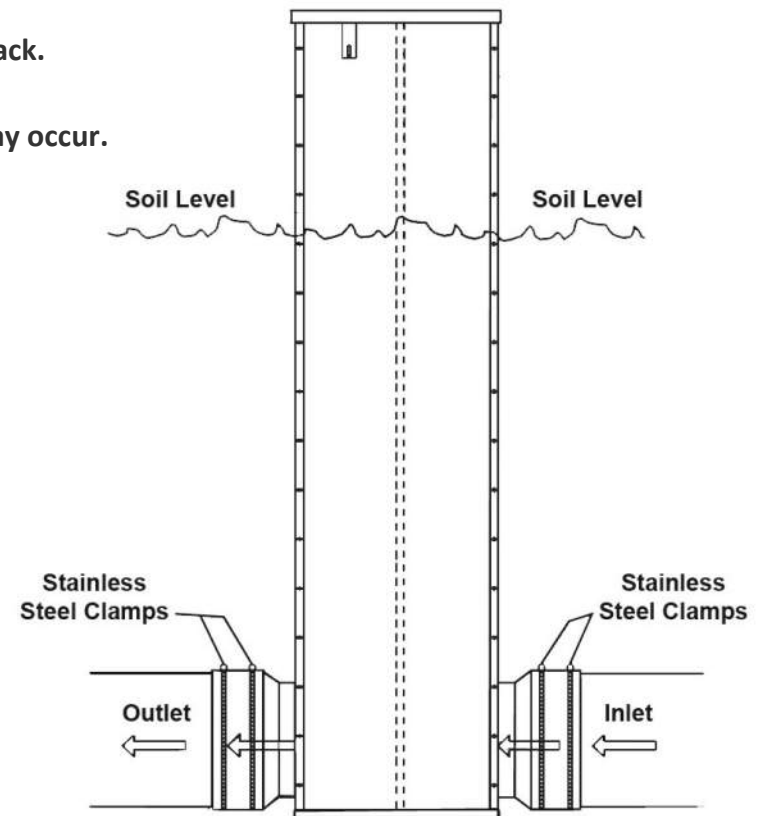
3.) BACKFILL AND COMPACTION

Level structure vertically before placing backfill. Backfill around control structure by hand in 6" lifts. Hand tamp only - **do not** mechanically compact. **Do not** use a backhoe or blade to place backfill directly against the water control structure.

- Seal on stoplog faces downstream/outlet side of structure.

Excessive compaction may cause structural damage or failure.

- ◆ Either the inlet or inline structure may be used for primary or secondary outlet, with larger pipe or emergency spillway as primary.
- ◆ Inline structure removes subsurface water.
- ◆ On the inline installation, the inlet end of the pipe should be held off the bottom of the impoundment to allow for siltation, and be protected with an inlet guard. The outlet end of the structure should be protected with a rodent guard.
- ◆ In a controlled drainage or subsurface irrigation application, the structure nearest the outlet should be installed with a minimum of 20' of non-perforated pipe on the downstream end. Anti-Seep Collars are recommended.



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— Since 1976 —

Water Level Control Structures

The **Water Level Control Structures** manufactured by *Agri Drain Corp.* are constructed of rugged 1/2"-thick PVC sheets, connected at the corners by means of specially extruded anodized aluminum profiles sealed with waterproof caulking and secured with stainless steel screws.* The bottom of the structure is sealed with either a 1/2"- or 1"-thick PVC sheet (dependent upon structure size) and also utilizes waterproof caulking for sealant and stainless steel screws to hold it in place. *For water that is caustic, acid, corrosive, salt, or pH below 5 pH or above 9 pH, please notify us of your requirements to ensure structures are built with compatible hardware. For these applications, Agri Drain recommends stainless steel.

The stoplogs* are constructed of PVC and utilize a seal that mates against the downstream surface of the extruded aluminum track and the top of the stoplog that it rests upon. The stoplogs are equipped with hooks to facilitate their removal by means of a special handle/hook assembly. ***Important!** To minimize seepage, align stoplogs firmly against one side of the stoplog track. Stoplogs must remain in track during structure installation.

In order to obtain inch-by-inch water level adjustment capabilities, the stoplogs are built in two heights: 5" and 7" tall. This allows for various combinations and nearly infinite adjustability. An additional, 7"-tall stoplog is specified with a sticker stating "Bottom Board", and this stoplog must be placed in the bottom of the structure. Examples: 7"+7"=14", 5"+5"+5"=15", 5"+5"+7"=17", 5"+7"+7"=19", 5"+5"+5"+5"=20", etc.

The means of connecting to the downstream and upstream pipe is a flexible rubber sewer coupler. It will accommodate corrugated plastic tubing, PVC pipe, corrugated metal pipe or virtually any other conduit material.

The units are available in two different types. The first type (Inlet) is designed to be installed on the upstream end of the conduit so the water must enter the structure before it enters the pipe. The Inlet must be anchored down when installed or it may have the tendency to float. The second type (Inline) is designed to be installed in the pipe line, so the water enters the pipe, then flows into the box, over the stoplogs, then out the downstream side of the structure. The Inline structure is equipped with a lockable plastic lid and is available in manual or automated. Both structures come with a handle to remove, install, or adjust the stoplogs.

The structures are manufactured in various sizes based on diameter of the conduit and engineered to provide a minimum of 30% greater capacity than the conduit it is connected to. They are available in heights to suit the specific installation.

INLINE WATER LEVEL CONTROL STRUCTURE™ SHIPPING WEIGHTS								
Pipe Size	HEIGHT							
	2'	3'	4'	5'	6'	8'	10'	12'
4"	50U	64U	81U	102U	121T	216T	244T	278T
6"	52U	66U	83U	103U	164T	222T	272T	320T
8"	64U	84U	105U	176T	198T	264T	320T	392T
10"	79U	107U	168T	210T	238T	300T	375T	458T
12"	99U	157T	190T	242T	294T	366T	480T	542T
15"	154T	222T	270T	322T	382T	502T	614T	722T
18"	191T	236T	340T	402T	450T	592T	710T	834T
24"	N/A	348T	454T	524T	600T	766T	946T	N/A

INLET WATER LEVEL CONTROL STRUCTURE™ SHIPPING WEIGHTS					
Pipe Size	HEIGHT				
	2'	3'	4'	5'	6'
4"	26U	38U	51U	64U	76U
6"	35U	41U	52U	67U	78U
8"	37U	51U	67U	86U	132T
10"	49U	62U	85U	130T	150T
12"	55U	76U	125T	164T	152T
15"	82U	126T	158T	196T	216T
18"	110T	150T	186T	224T	250T
24"	178T	192T	248T	310T	336T

UPS=U
 TRUCK LINE=T

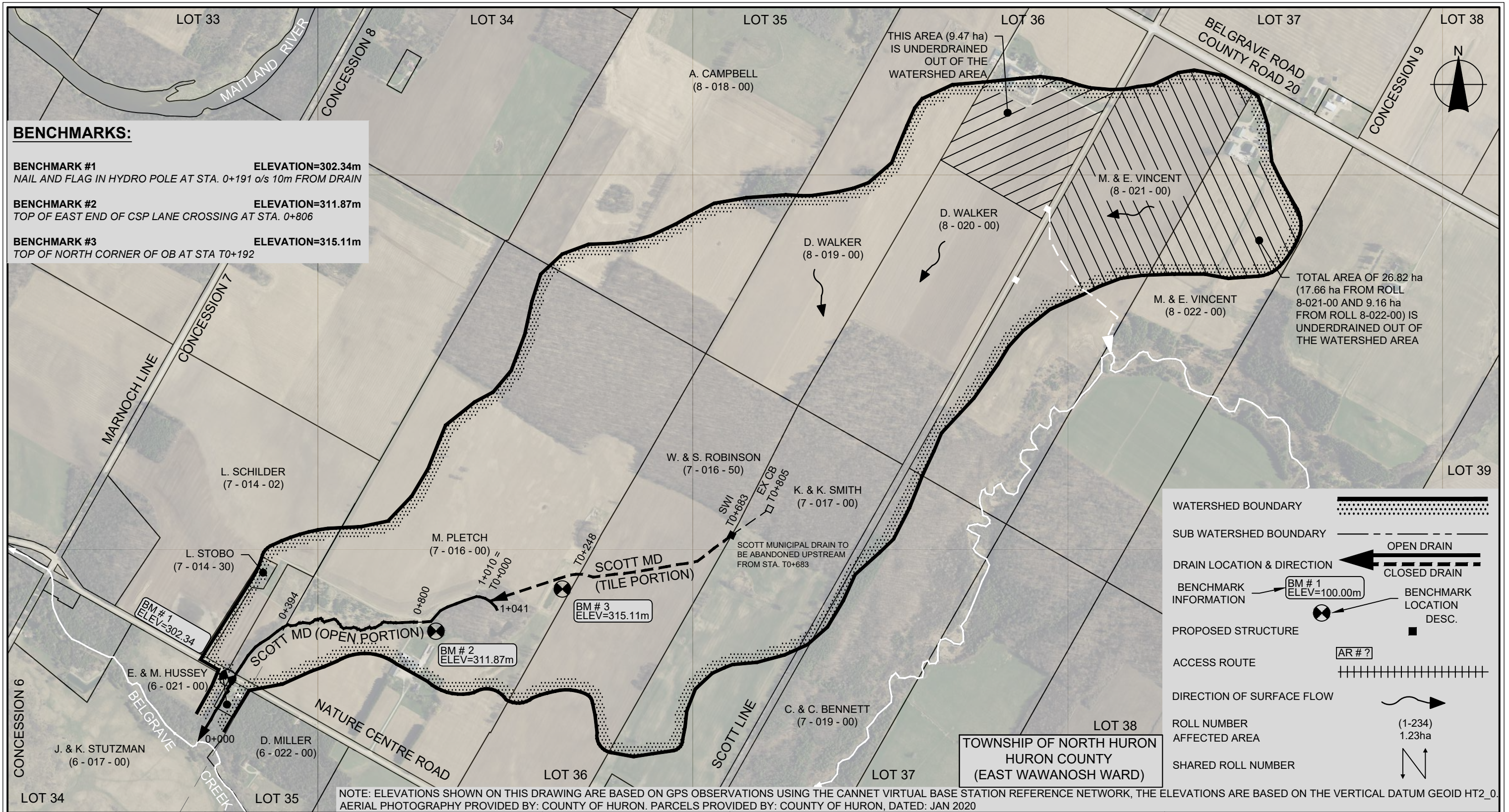
Larger CMP structures also available. Call for details on custom sizes and pricing.



Appendix I

Drawings

Watershed Plan	1 of 11
Natural Channel Design Plan View	2 of 11
Profile Open Portion Sta. 0+100 to Sta. 0+225	3 of 11
Details	4 of 11
Environmental Feature Area Key Plan	5 of 11
Environmental Feature Area One	6 of 11
Environmental Feature Area Two	7 of 11
Environmental Feature Area Three	8 of 11
Environmental Feature Area Four	9 of 11
Profile – Open Portion	10 of 11
Profile – Closed Portion	11 of 11



BENCHMARKS:

- BENCHMARK #1** ELEVATION=302.34m
NAIL AND FLAG IN HYDRO POLE AT STA. 0+191 o/s 10m FROM DRAIN
- BENCHMARK #2** ELEVATION=311.87m
TOP OF EAST END OF CSP LANE CROSSING AT STA. 0+806
- BENCHMARK #3** ELEVATION=315.11m
TOP OF NORTH CORNER OF OB AT STA T0+192

WATERSHED BOUNDARY [Symbol]

SUB WATERSHED BOUNDARY [Symbol]

DRAIN LOCATION & DIRECTION
 OPEN DRAIN [Symbol] ←
 CLOSED DRAIN [Symbol] ←

BENCHMARK INFORMATION
 BM # 1 ELEV=100.00m [Symbol]
 BENCHMARK LOCATION DESC. [Symbol]

PROPOSED STRUCTURE [Symbol]

ACCESS ROUTE [Symbol]

DIRECTION OF SURFACE FLOW [Symbol]

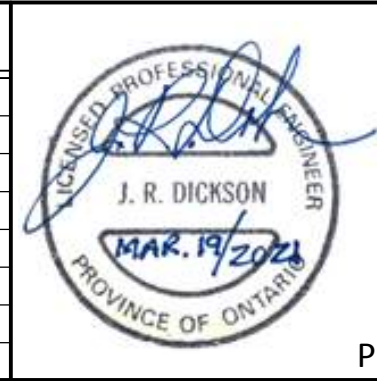
ROLL NUMBER AFFECTED AREA (1-234) 1.23ha

SHARED ROLL NUMBER [Symbol]

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No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DFO REVIEW	2020/05/06	JRD
2	ISSUED FOR MUNICIPAL REVIEW	2020/10/16	JRD
3	ISSUED FOR ENGINEER'S REPORT	2020/12/04	JRD
4	REVISED ENGINEER'S REPORT	2021/03/19	JRD



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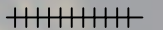






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 274 JOSEPHINE STREET
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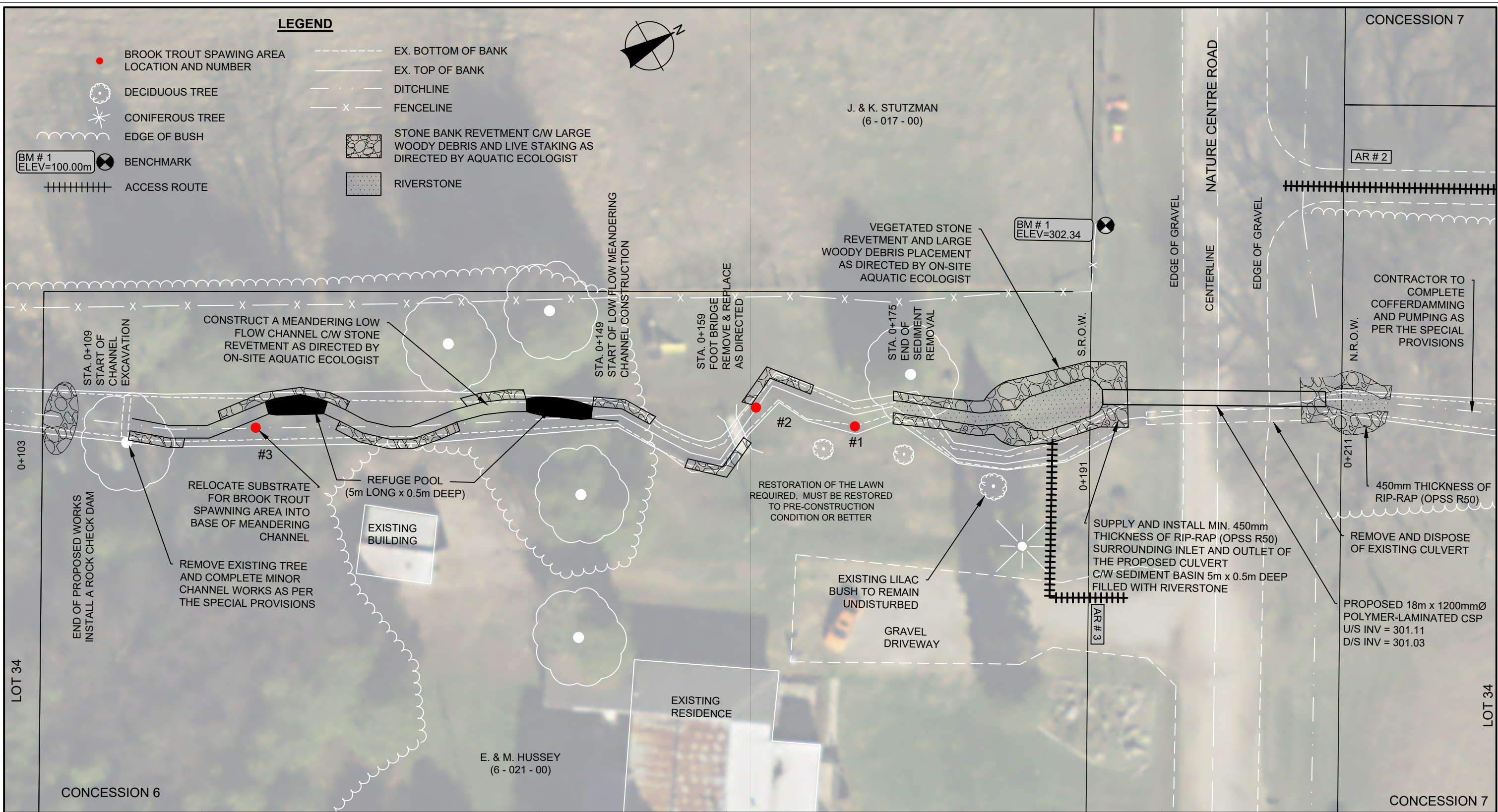
Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 WATERSHED PLAN

0 200 400 600m

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 1 of 11
Scale 1:10000	Project No. 300040864		

LEGEND

- BROOK TROUT SPAWING AREA LOCATION AND NUMBER
-  DECIDUOUS TREE
-  CONIFEROUS TREE
-  EDGE OF BUSH
-  BENCHMARK
-  ACCESS ROUTE
-  EX. BOTTOM OF BANK
-  EX. TOP OF BANK
-  DITCHLINE
-  FENCELINE
-  STONE BANK REVETMENT C/W LARGE WOODY DEBRIS AND LIVE STAKING AS DIRECTED BY AQUATIC ECOLOGIST
-  RIVERSTONE




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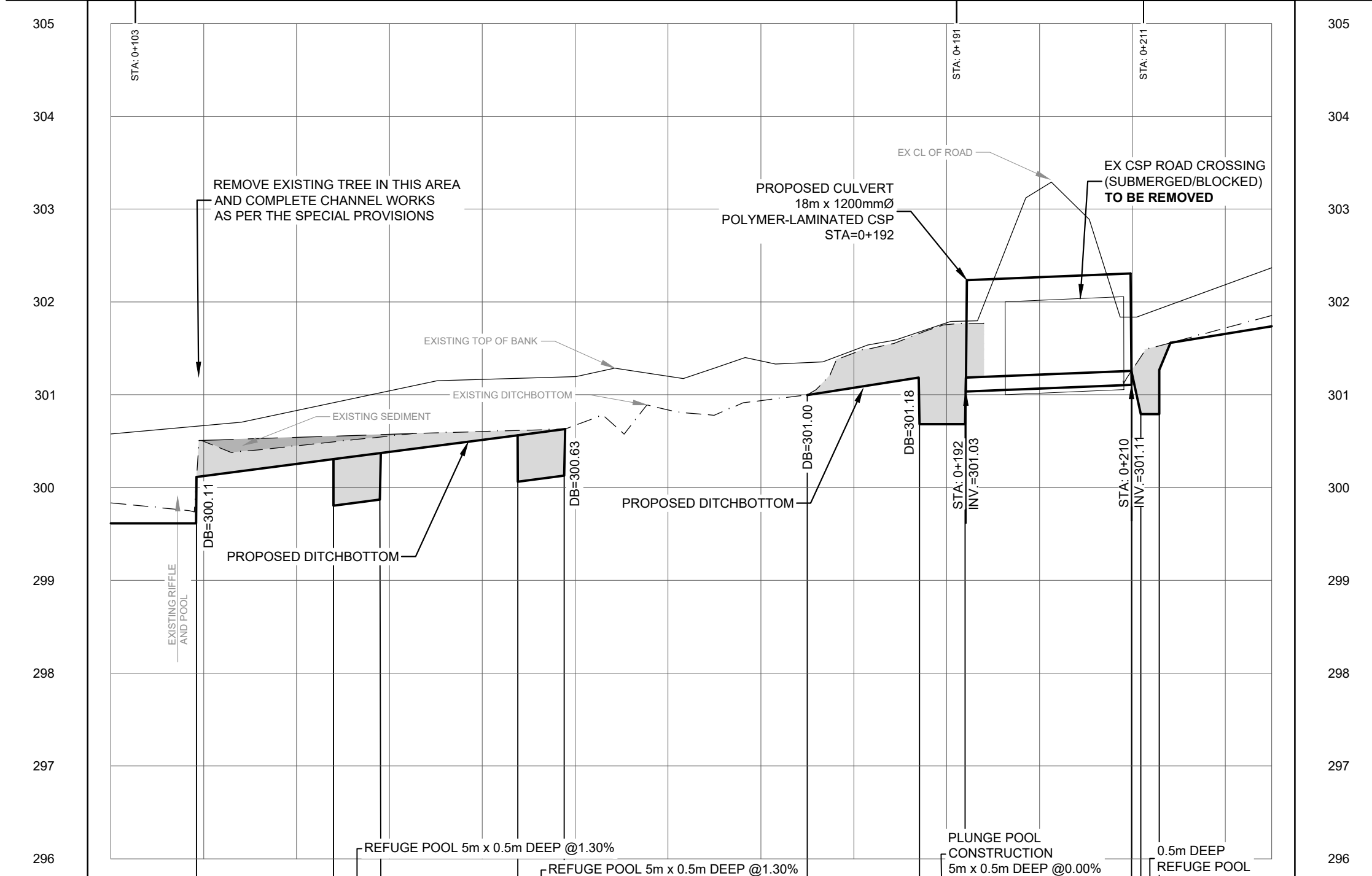
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 N0G 2W0



Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 NATURAL CHANNEL DESIGN

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 2 of 11
Scale 1:300		Project No. 300040864	

DEPTH OF CHANNEL	0.54	0.58	0.66	0.65	0.52	0.36	0.43	0.43	0.61		DEPTH OF CHANNEL	
DEPTH OF DEEPENING	0.37	0.20	0.17	0.09				0.37	1.07	0.06	DEPTH OF DEEPENING	
LAND OWNER	E. & M. HUSSEY (6-021-00)									M. PLETCH (7-016-00)	LAND OWNER	
LOT & CON	LOT 34, CONC 6									NATURE CENTRE ROAD	LOT 34, CONC 7	LOT & CON



DESC. OF WORK	MEANDERING CHANNEL CONSTRUCTION AND VEGETATED STONE REVETMENT 15m @1.30%		MEANDERING CHANNEL CONSTRUCTION AND VEGETATED STONE REVETMENT 15m @1.30%		CHANNEL BANK IMPROVEMENT ONLY		SEDIMENT REMOVAL AND CHANNEL IMPROVEMENT 12m @1.57%		18m x 1200mmØ @0.40% POLYMER-LAMINATED CSP		MATCH TO EXISTING CHANNEL AS DIRECTED		DESC. OF WORK					
STATION	0+100	0+109 0+110	0+120	0+124	0+129 0+130	0+140	0+144	0+149 0+150	0+160	0+170	0+175	0+180 0+187	0+190 0+192	0+200	0+210 0+213 0+214	0+220	0+225	STATION

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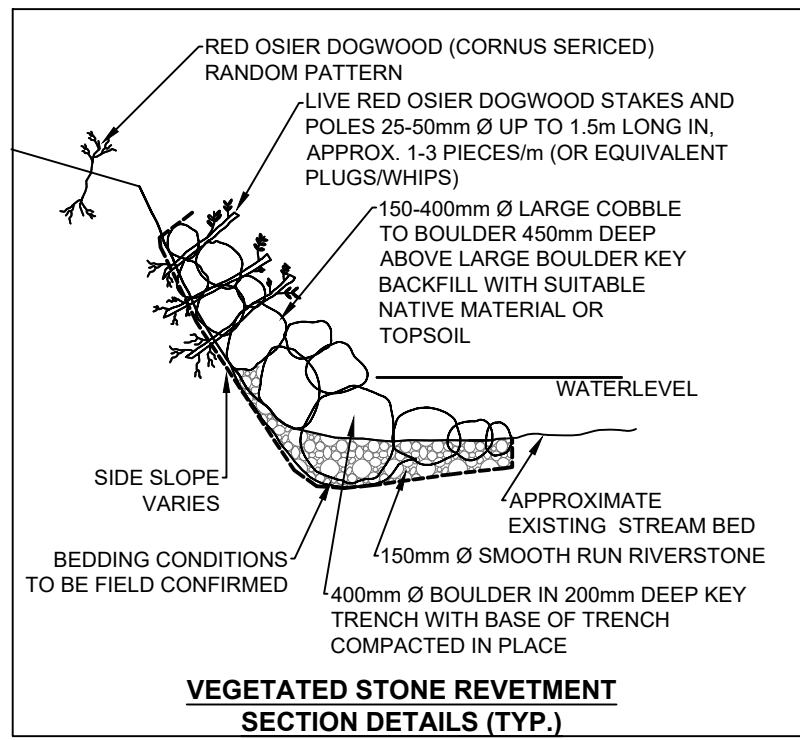
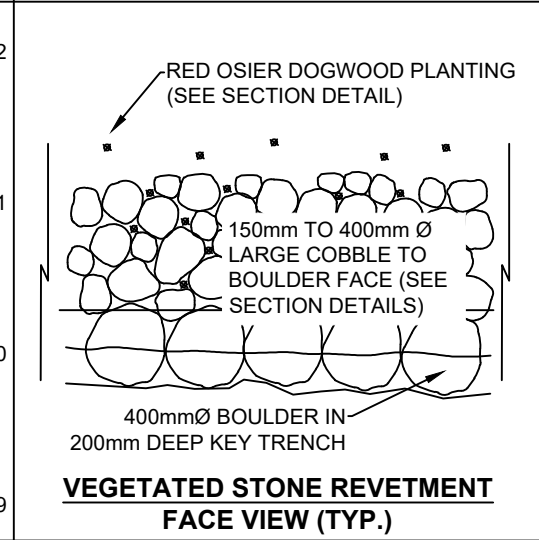
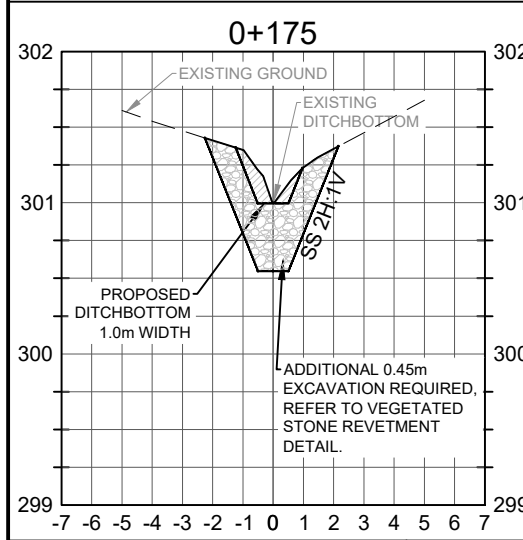
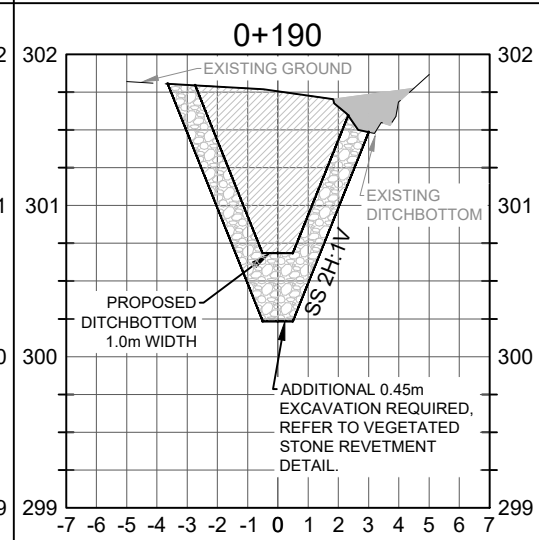
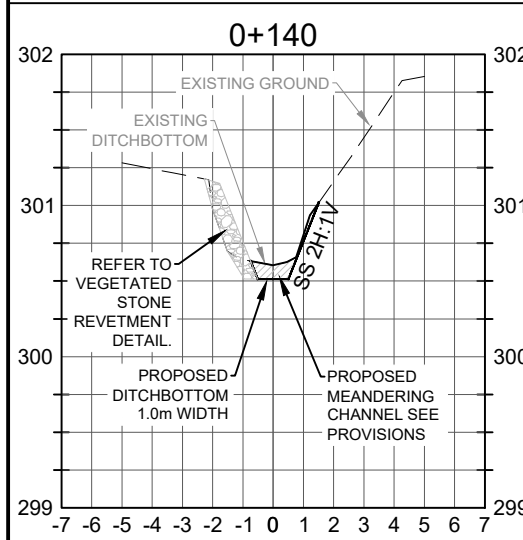
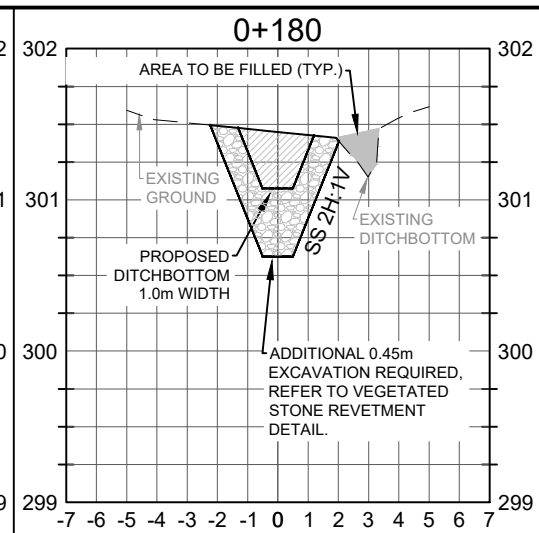
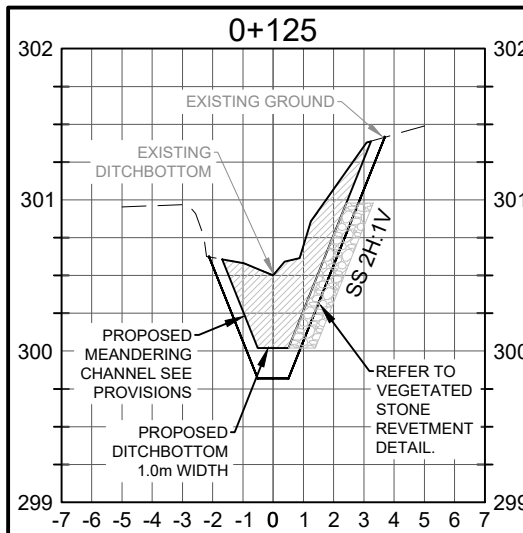
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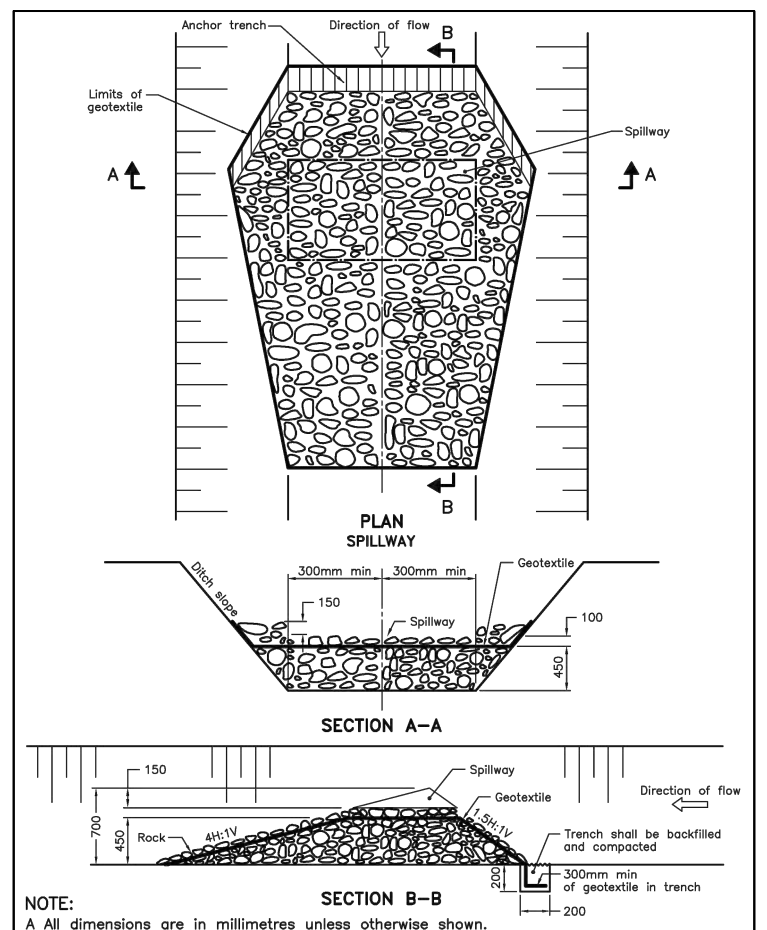
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Drawing Title (MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT PROFILE OPEN PORTION STA. 0+100 TO STA. 0+225			
Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 3of11
Scale H 1:500 V 1:50	Project No. 300040864		

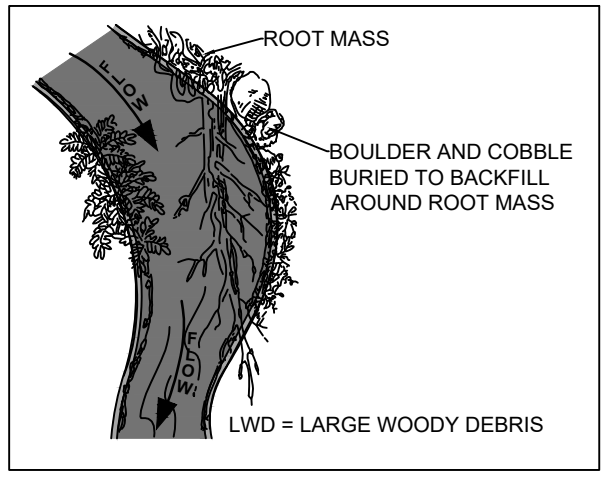


LARGE WOODY DEBRIS IN CHANNEL SAMPLE PHOTO



NOTE:
A All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2015	Rev 2	
TEMPORARY ROCK FLOW CHECK DAM FLAT BOTTOM DITCH		OPSD 219.211	



LARGE WOODY DEBRIS IN CHANNEL DETAIL

- NOTES:**
- NATIVE SOIL FILL CAPABLE TO SUPPORT PLANT LIFE OR TOPSOIL TO BE MIXED WITH STONE AS PLACED TO FILL VOIDS AND TO BE WATERED IN AS WORK PROCEEDS.
 - SEED MIX TAMPED INTO TOPSOIL: ONTARIO SEED COMPANY #8215 CREEK BANK SEED MIX, PLUS A NURSE CROP OF ANNUAL RYE.
 - SEE SECTION VIEW FOR BEDDING, TOPSOIL AND SEEDING DETAILS.

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3	ISSUED FOR ENGINEER'S REPORT	2020/12/04	JRD
4	REVISED ENGINEER'S REPORT	2021/03/19	JRD



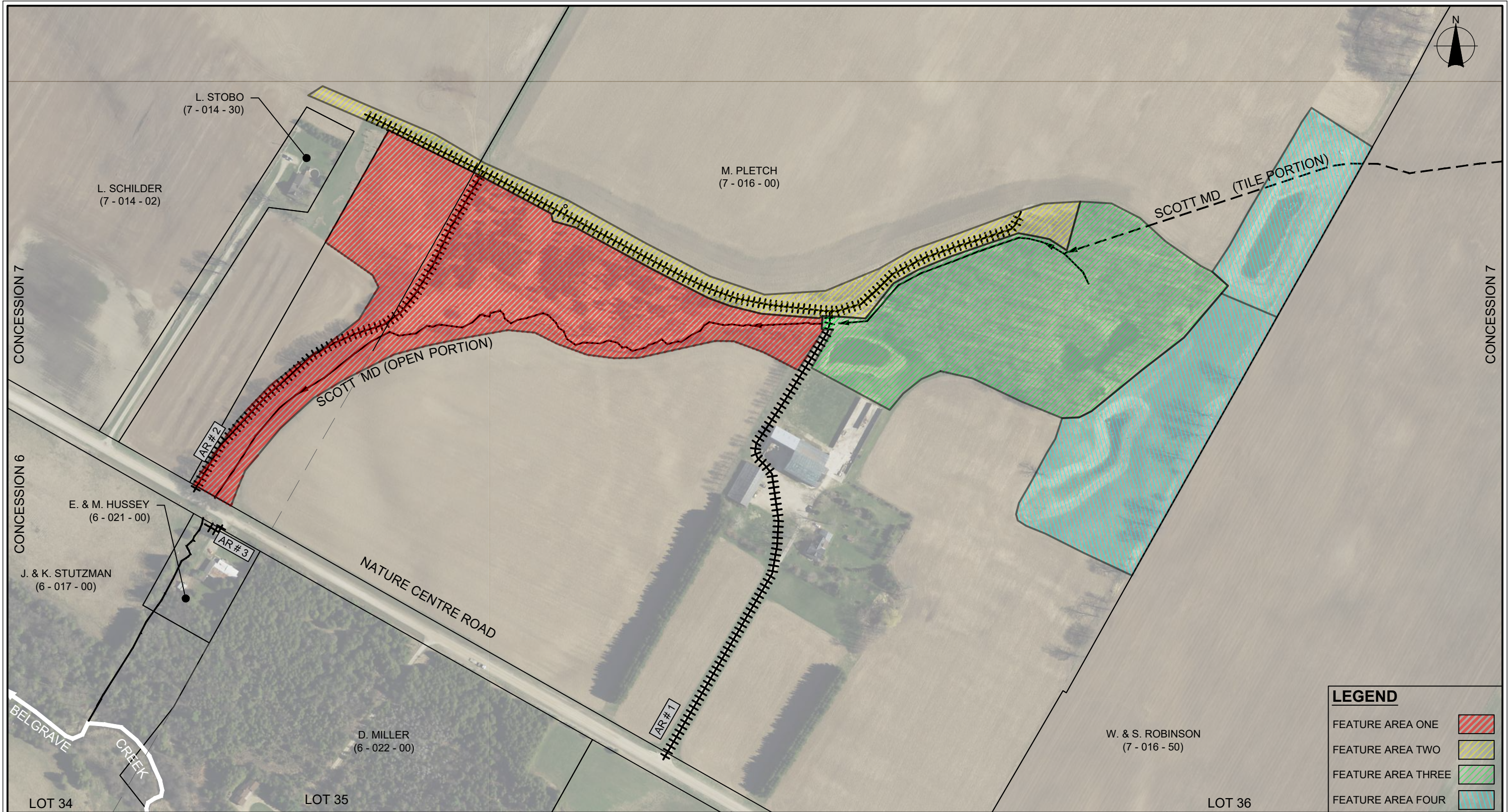
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fax (519) 357-3624
web www.rjburnside.com

Client
TOWNSHIP OF NORTH HURON
274 JOSEPHINE STREET
WINGHAM, ONTARIO
N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
DETAILS

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 4of11
Scale AS SHOWN	Project No. 300040864		



LEGEND	
FEATURE AREA ONE	
FEATURE AREA TWO	
FEATURE AREA THREE	
FEATURE AREA FOUR	

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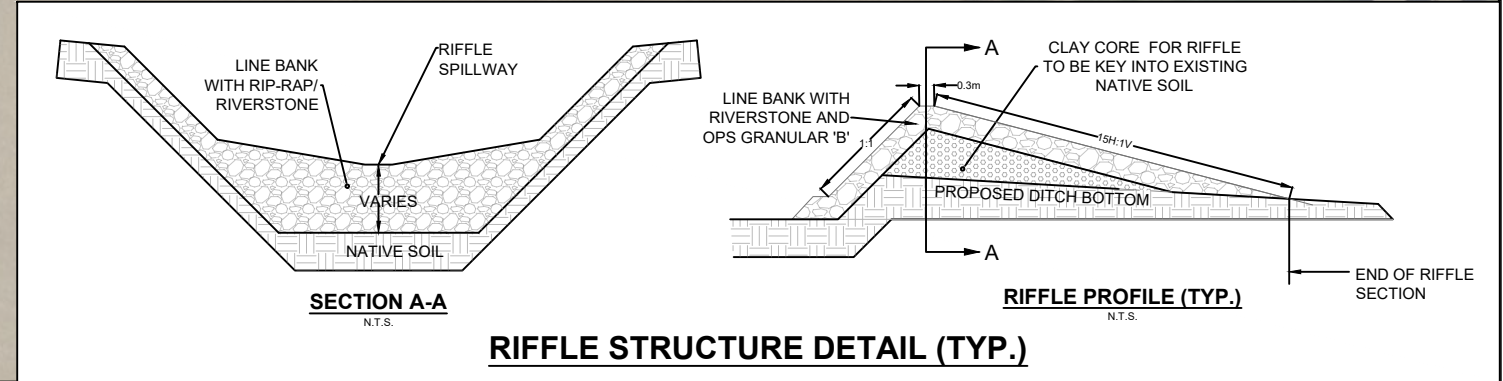
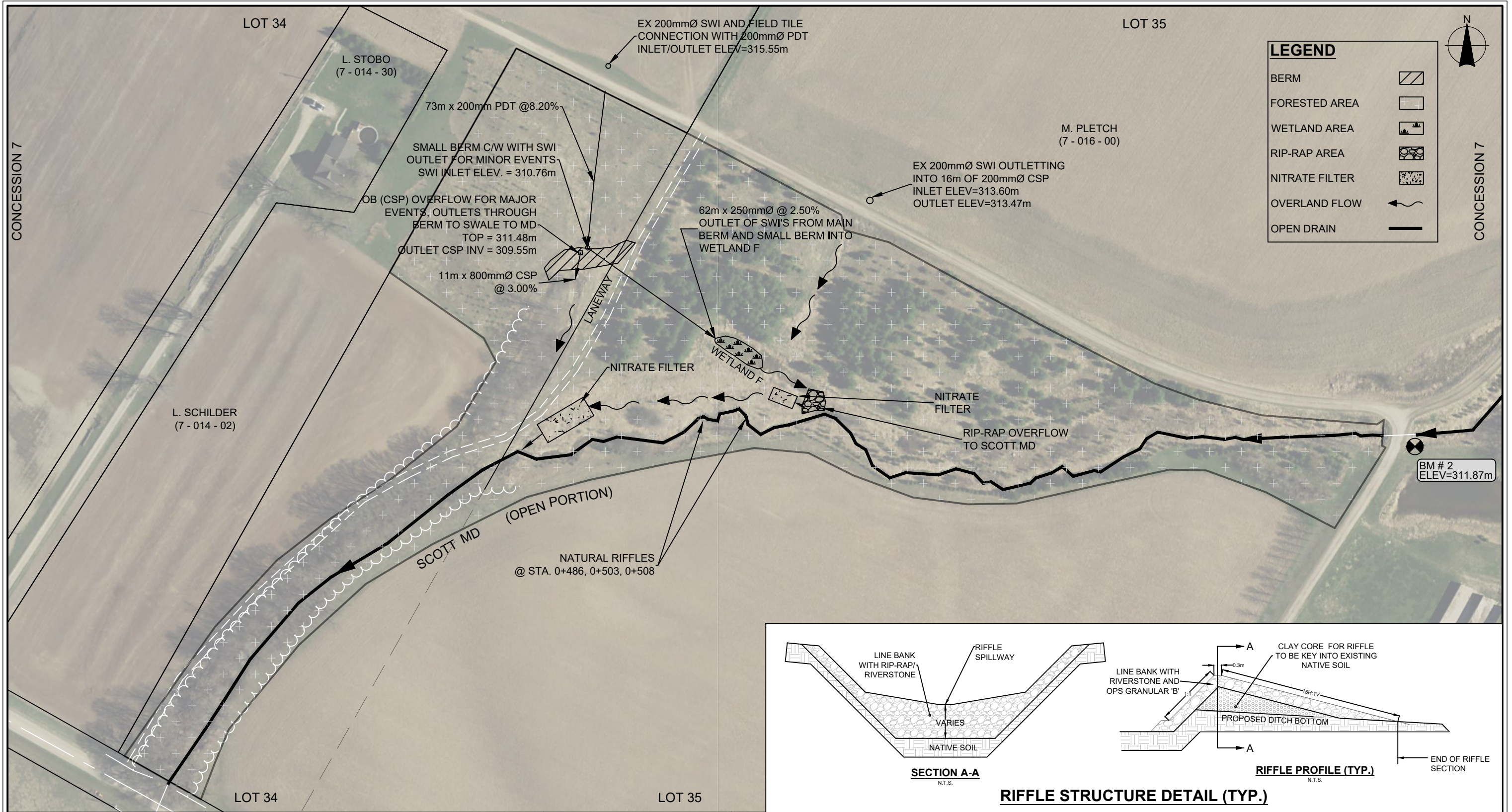
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 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA KEY PLAN

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 5of11
Scale 1:3000	Project No. 300040864		



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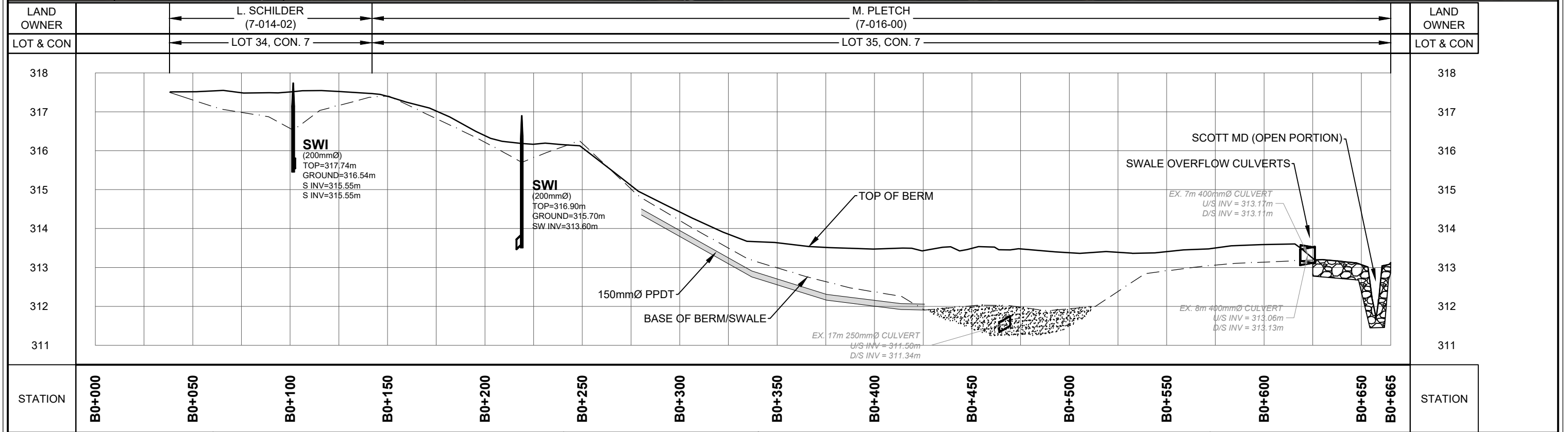
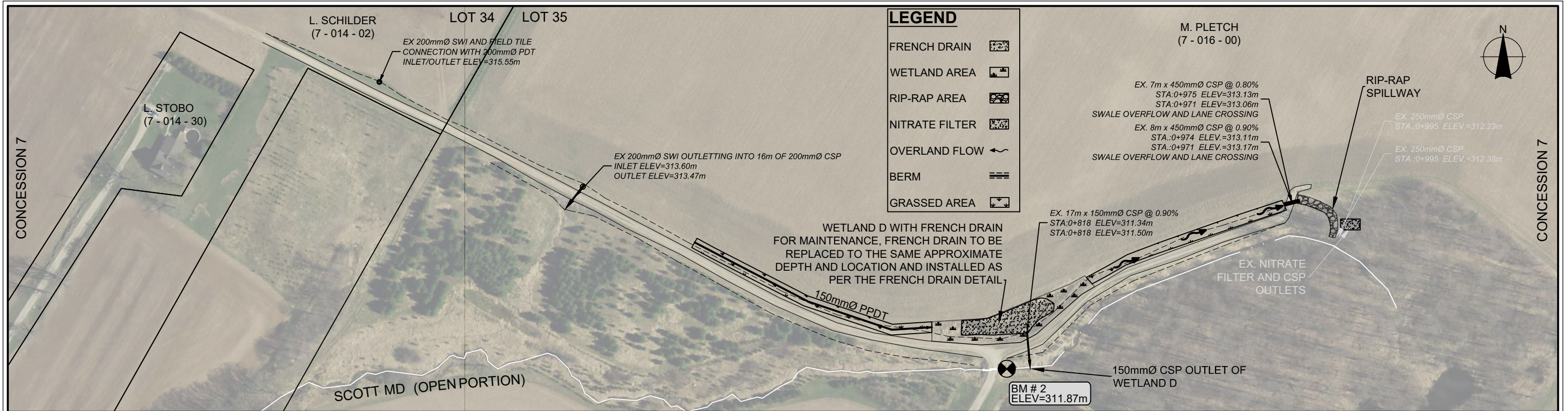
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Client
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 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA ONE

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 6of11
Scale 1:1500	Project No. 300040864		



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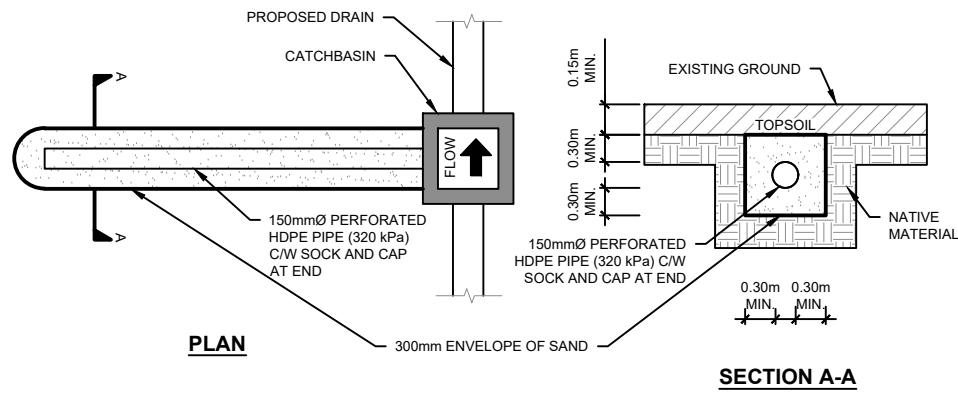
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Client
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 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 ENVIRONMENTAL FEATURE AREA TWO

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 7 of 11
Scale 1:2000	Project No. 300040864		

M. PLETCH
(7 - 016 - 00)



BURIED SURFACE WATER INLET (I.E. FRENCH DRAIN) DETAIL
N.T.S.

SCOTT MD (OPEN PORTION)
EXISTING MUNICIPAL DRAIN OPEN



LEGEND	
FOREST AREA	[Symbol]
WETLAND AREA	[Symbol]
RIP-RAP	[Symbol]
GRASSED AREA	[Symbol]
OVERLAND FLOW	[Symbol]
TRAIL	[Symbol]
SEDIMENT BASIN	[Symbol]
OPEN DRAIN	[Symbol]
CLOSED DRAIN	[Symbol]
FRENCH DRAIN	[Symbol]

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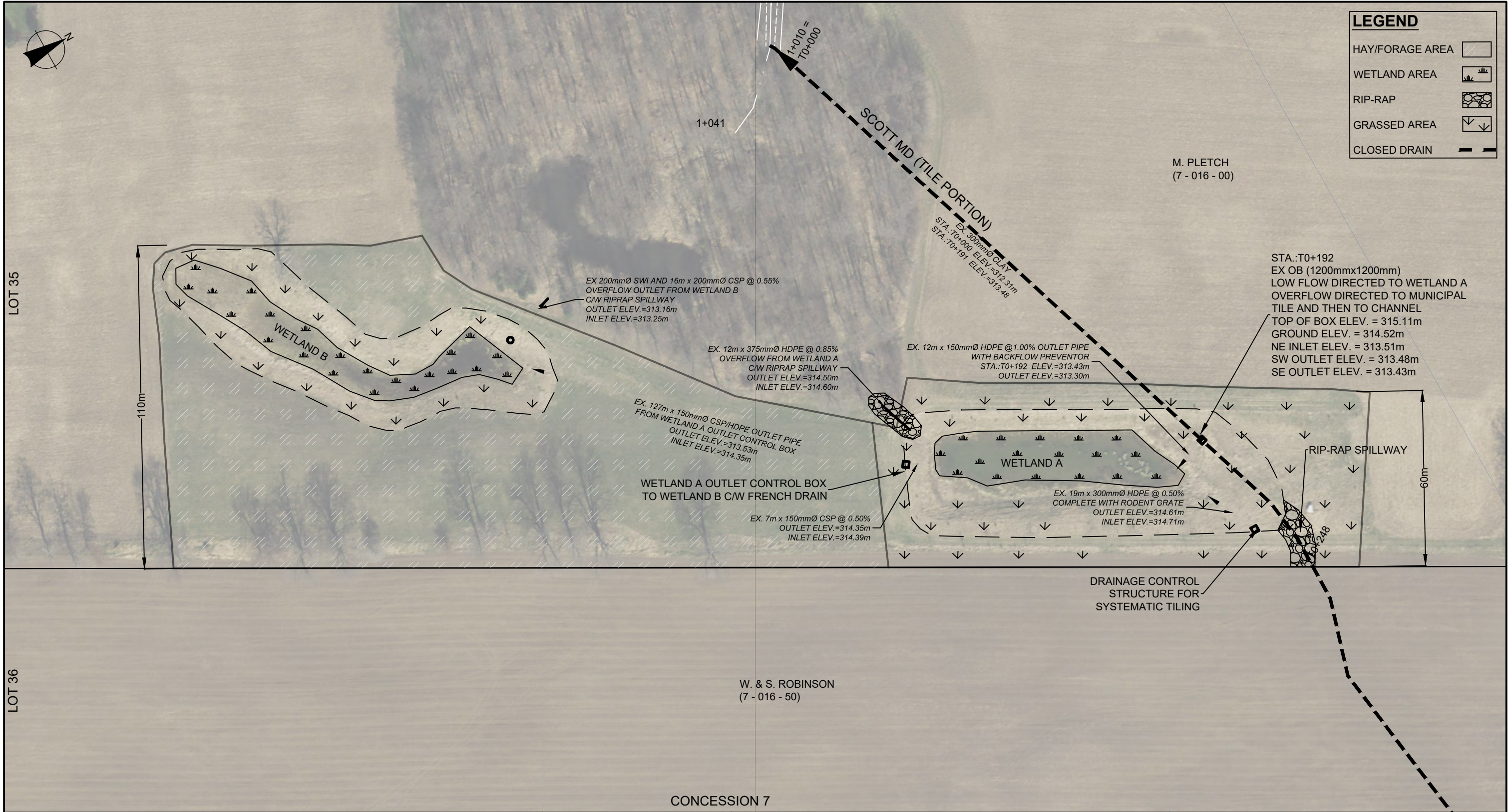
Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
ENVIRONMENTAL FEATURE AREA THREE

0 20 40 60m

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 8of11
Scale 1:1000	Project No. 300040864		



LEGEND	
HAY/FORAGE AREA	
WETLAND AREA	
RIP-RAP	
GRASSED AREA	
CLOSED DRAIN	



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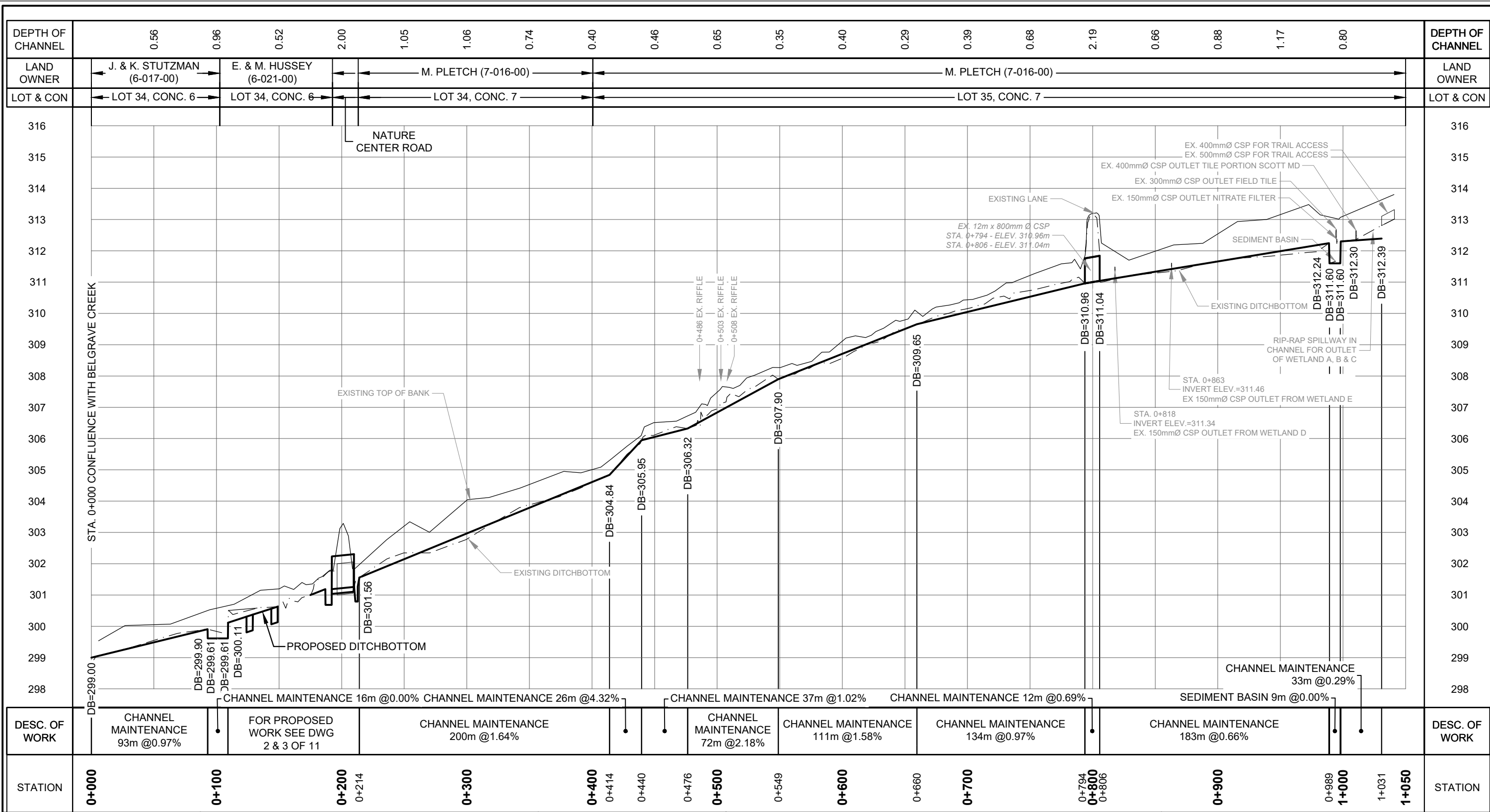
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Client
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274 JOSEPHINE STREET
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N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
ENVIRONMENTAL FEATURE AREA FOUR

0 25 50 75m

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 9 of 11
Scale 1:1250	Project No. 300040864		

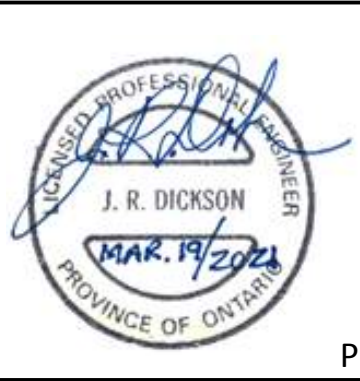


DESC. OF WORK	STATION	DESC. OF WORK	STATION
CHANNEL MAINTENANCE 93m @0.97%	0+000	CHANNEL MAINTENANCE 183m @0.66%	0+900
FOR PROPOSED WORK SEE DWG 2 & 3 OF 11	0+100	CHANNEL MAINTENANCE 12m @0.69%	0+700
CHANNEL MAINTENANCE 200m @1.64%	0+300	CHANNEL MAINTENANCE 111m @1.58%	0+600
CHANNEL MAINTENANCE 72m @2.18%	0+500	CHANNEL MAINTENANCE 134m @0.97%	0+700
CHANNEL MAINTENANCE 37m @1.02%	0+500	SEDIMENT BASIN 9m @0.00%	0+900
CHANNEL MAINTENANCE 33m @0.29%	0+600		0+989

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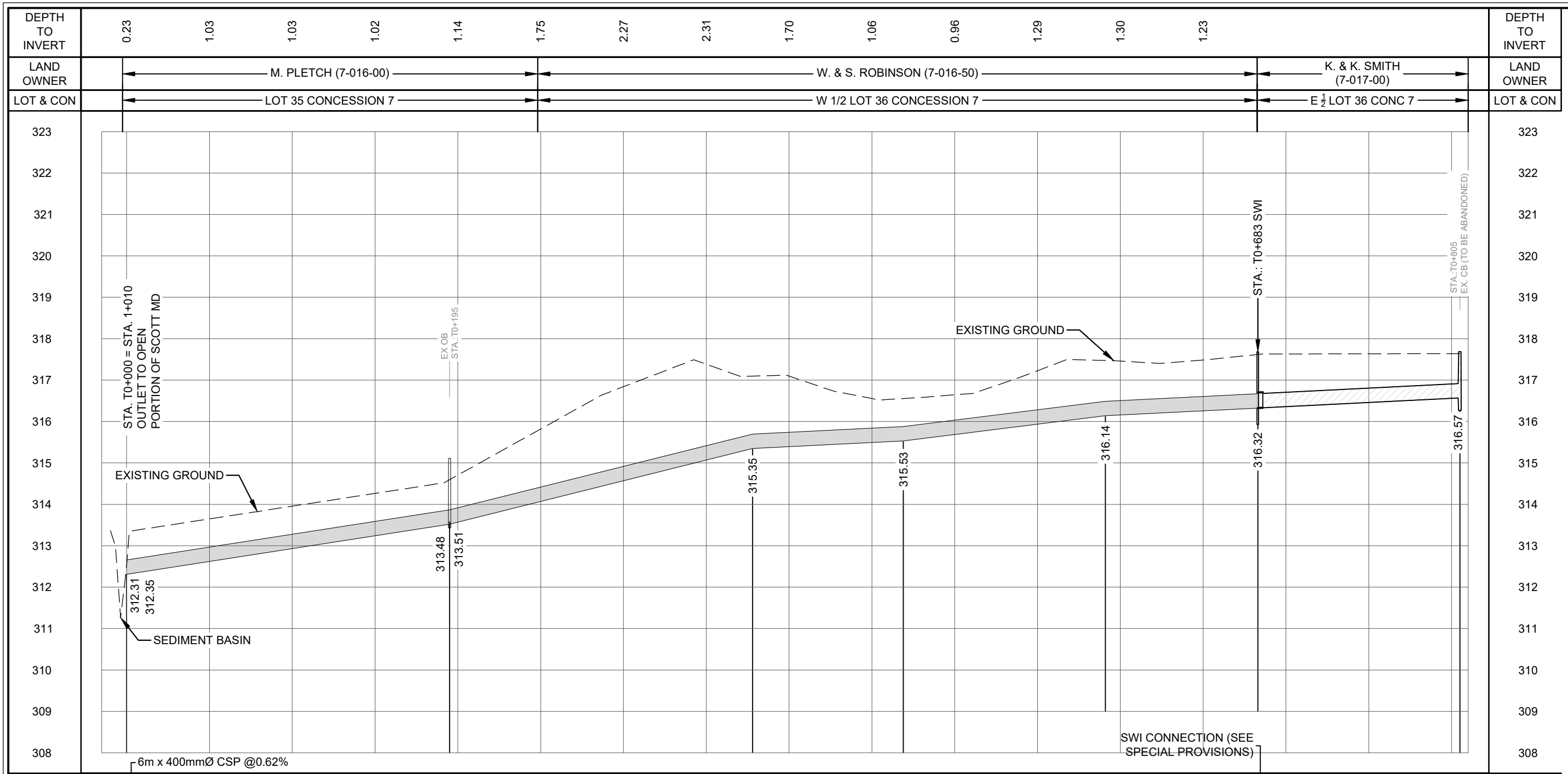
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Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 PROFILE - OPEN PORTION

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 10 of 11
Scale H 1:3000 V 1:120	Project No. 300040864		



DEPTH TO INVERT	0.23	1.03	1.03	1.02	1.14	1.75	2.27	2.31	1.70	1.06	0.96	1.29	1.30	1.23		DEPTH TO INVERT	
LAND OWNER	M. PLETCH (7-016-00)					W. & S. ROBINSON (7-016-50)					K. & K. SMITH (7-017-00)					LAND OWNER	
LOT & CON	LOT 35 CONCESSION 7					W 1/2 LOT 36 CONCESSION 7					E 1/2 LOT 36 CONC 7					LOT & CON	
STATION	T-0+015	T0+000	T0+006	T0+100	T0+195	T0+200	T0+300	T0+378	T0+400	T0+469	T0+500	T0+591	T0+600	T0+683	T0+700	T0+800	STATION
DESC. OF WORK	6m x 400mmØ CSP @0.62%		189m x 350mmØ CLAY @0.62%			183m x 350mmØ CLAY @1.00%			91m x 350mmØ CLAY @0.20%		122m x 350mmØ CLAY @0.50%		92m x 350mmØ CLAY @0.20%		118m x 350mmØ CLAY @0.20% TO BE ABANDONED & TO BE CONSIDERED PRIVATE PROPERTY		DESC. OF WORK

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Client
TOWNSHIP OF NORTH HURON
 274 JOSEPHINE STREET
 WINGHAM, ONTARIO
 N0G 2W0

Drawing Title
(MURRAY) SCOTT DRAIN & STREAM REHABILITATION PROJECT
 PROFILE - CLOSED PORTION

Drawn GAG	Checked TK	Date 2021/03/19	Drawing No. 11 of 11
Scale H 1:2000 V 1:80	Project No. 300040864		



**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 25-2021

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Demolition and Removal Agreement between The Corporation of the Township of North Huron and Kieswetter Demolition (1992) Inc.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS the Council of the Corporation of the Township of North Huron is desirous of executing a Demolition and Removal Agreement between the Corporation of the Township of North Huron and Kieswetter Demolition (1992) Inc. for the demolition and removal of the former Armouries Building located at 273 Edward Street, Wingham Ontario;

AND WHEREAS the Council of the Corporation of the Township of North Huron deems it expedient to enter into said agreement;

NOW THEREFORE the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, a Demolition and Removal Agreement between the Corporation of the Township of North Huron and Kieswetter Demolition (1992) Inc. for the demolition and removal of the former Armouries Building located at 273 Edward Street, Wingham Ontario.
2. That a copy of the said Agreement is attached hereto and designated as Schedule 'A' to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 6TH DAY OF APRIL, 2021.

READ A THIRD TIME AND PASSED THIS 6TH DAY OF APRIL, 2021.

CORPORATE SEAL

Bernie Bailey, Reeve

Carson Lamb, Clerk

**THE TOWNSHIP OF NORTH HURON
DEMOLITION AND REMOVAL OF 273 EDWARD STREET, WINGHAM
ONTARIO AGREEMENT**

THIS AGREEMENT, made in triplicate this 6th day of April, 2021.

BETWEEN:

THE TOWNSHIP OF NORTH HURON
(Hereinafter called the "Township")

-and-

KIESWETTER DEMOLITION (1992) INC.
(Hereinafter called the "Contractor")

WHEREAS, the Township desires to engage the services of the Contractor for the demolition and removal of the former Armouries Building located at 273 Edward Street Wingham Ontario, in the Township of North Huron;

WHEREAS, the Township desires to engage the services of the Contractor for the backfilling and compacting of the former Armouries Property located at 273 Edward Street Wingham Ontario, to be ready for paving in the Township of North Huron;

WHEREAS the Township has the sole responsibility for the provision of services for the demolition and removal of the former Armouries Building located at 273 Edward Street Wingham Ontario, as outlined in RFP Documents;

AND WHEREAS, this agreement is authorized by the Council of the Township of North Huron;

NOW THEREFORE WITNESSED THAT in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

That the Township and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
 - a) Part '1' – Request for Proposal
 - b) Part '2' – All addenda issued prior to Proposal Closing
 - c) Part '3' – Form of Tender (Completed Bid Submission)
 - d) Part '4' – Completed Submission Forms
 - e) Part '5' – Township of North Huron Accessibility and Contractor Safety Forms
- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 3) The Township/Township undertakes and agrees to pay the Contractor in Canadian Funds the sum of Ninety-Four Thousand Two-Hundred Fifty-Eight Dollars and Sixty Cents (\$94,258.⁶⁰) plus applicable taxes for the complete performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract.

The Township will pay the Contractor an additional sum of Seventeen Thousand Nine-Hundred Forty Dollars and Zero Cents (\$17,940.⁰⁰) plus applicable taxes for the provisional item of paving the site following demolition, removal and site backfill/compaction.
- 4) The Contractor and the Township/Township for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 5) This Contract may not be assigned by any Party without the express written consent of the other Party.

6) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or five (5) days after being sent by Registered Mail to:

In the case of the Township:
The Corporation of the Township of North Huron
C/O Director of Public Works
P.O. Box 90, 274 Josephine Street
Wingham, ON N0G 2W0

In the case of the Contractor:
Kieswetter Demolition (1992) Inc.
235 Madison Avenue South
Kitchener ON, N2M 3H5

1. DEFINITIONS:

For the purpose of this Agreement:

- a) "CAPITAL ASSETS" shall mean the machinery, vehicles and equipment purchased by the Contractor and required to operate the collection system.
- b) "CONTRACT SERVICES" shall mean the overall operation of the Township's Program under the general direction and control of the Township. Contract Services shall include but are not limited to:
 - i. The purchase and maintenance of any and all Capital Assets required for the operation of the Program;
 - ii. The complete demolition and removal of the former Armouries Building located at 273 Edward Street, Wingham Ontario in the Township of North Huron;
 - iii. The full removal of the concrete footing, ramps and basement (including miniature firing range);
 - iv. The haulage of all concrete and residue off site to the North Huron Landfill Site free of charge;
 - v. The backfilling and compacting of the site area to prepare for paving. Backfilling will be as follows: 250mm of Granular B and 150mm of Granular A and compaction;
 - vi. The provisional component of 40mm of HL3 Asphalt as per OPSS 310, 1150 and 1154.
- c) "CONTRACT" means the Agreement to do the work entered with the Township;
- d) "CONTRACTOR" means the Contractor who enters into an Agreement with the Township;
- e) "CORPORATION" means Kieswetter Demolition (1992) Inc.
- f) "COUNCIL" means any member of Council in the Corporation of the Township of North Huron;
- g) "DESIGNATED MUNICIPAL OFFICIAL" means the Director or person(s) designated by them;
- h) "RESIDUE" means all demolition waste and non-recyclable material created by the provisions of this contract;
- i) "PERMITTED WASTE" means any waste which is permitted into the North Huron Landfill site other those materials defined as uncollectable waste;
- j) "SIGNING OFFICER" means a representative of the Contractor's firm who has the authority to enter into a Contract on behalf of the Proponent;
- k) "WORK" means any services provided for monetary compensation by a Contractor under a contract awarded

1. SCOPE OF WORK:

This project involves the provision of services for demolition and removal of the former

Armories Building structure and all its contents located at 273 Edward Street, Wingham Ontario in the Township of North Huron. The scope also includes the site reinstatement.

The project generally includes but is not limited to:

- Obtaining the necessary Demolition Permits from the Township of North Huron and disconnecting approvals from utility companies;
- A Designated Substance Survey was attached to the RFP as Appendix D;
- Installation of fencing to secure the site, restrict access and ensure it is a safe working site;
- Removal and disposal of the structure, all of its contents, and all debris created onsite:
- Prior to any demolition work, all asbestos-containing materials must be removed by a qualified contractor in accordance with Ontario Regulation 278/05 and buried underground at the North Huron Landfill Site;
- Removal of all lead-containing materials in accordance with Environmental Abatement Council of Ontario's (EACO) Lead Guideline for Construction, Renovation, Maintenance or Repair (October 2014).

This structure was built in 1905-1914 and used as an Armories building. The Gun Shed was built in 1940-1942. To date the building is vacant. There is a full basement and has a small portion that is a crawl space. The construction of the original structure consists of a concrete foundation, laid up brick exterior shell on a laid-up foundation with a concrete basement floor. The basement is approximately 1,500 square feet and the main floor is approximately 7,500 square feet.

Phase One	<ul style="list-style-type: none"> • Abatement, removal of contents and demolition of building; • Full removal of concrete footing, ramps and basement (miniature firing range). • Haulage of all concrete off site; • Backfilling and compacting of area to prepare for paving. • Backfilling will be as followed: <ul style="list-style-type: none"> • 250mm of Granular B and 150mm Granular A and compaction testing for backfilled material. • Site will need to be completed so that paving can occur.
Phase Two	<ul style="list-style-type: none"> • Paving the site with 40mm of HL3 Asphalt as per OPSS 310, 1150 and 1154

2. CONTRACT ADMINISTRATOR

All communication concerning this contract will be directed to the following primary contact:

Director of Public Works
 Township of North Huron
 519-357-3550 x129
 publicworks@northhuron.ca

4. DURATION OF CONTRACT

The Term of this contract will commence upon successful completion of project. It is estimated to reach completion prior to June 30th, 2021.

5. CONTRACT SECURITY AND DOCUMENTATION REQUIREMENTS

Proof of Insurance

The Contractor shall, at its own expense, purchase, provide and maintain throughout the duration of the Contract, a comprehensive policy of Public Liability and Property Damage Insurance in the amount of not less than \$5,000,000.00, inclusive per occurrence and Professional Liability in the amount of not less than \$5,000,000.00 inclusive per occurrence. This insurance will name the Township of North Huron as additional insured. A copy of the Contractor's insurance must be provided to the Township with the above sums stipulated in the general conditions.

Clearance forms from the Workplace Safety and Insurance Board (WSIB).

The Proponent must have the legal capacity to enter into a contract in accordance with the contract documents, including legal capacity to carry on business in the Province of Ontario. The Township reserves the right to request that the Proponent provide all documents, information, resolutions and legal opinions necessary to confirm a Proponent's legal capacity to enter into a contract and to request the Proponent to

provide the names of its officers and directors, partners, largest shareholders, unit holders or beneficial owners. If a Proponent does not have the legal capacity to enter into a contract or refuses to provide the above information and other documents, as requested, its proposal will be rejected.

The Proponent must comply with all laws applicable to the performance of the work. If a Proponent, before submitting its proposal, wishes to enter onto the land to perform a site investigation or for any reason, that Proponent must first send the Township's Director of Public Works and Facilities a written request describing the nature and specific purpose for the entry and of any investigation or tests to be performed and by whom. Following acceptance of the proposal, the Township's Director of Public Works and Facilities will require proof of compliance with such laws, license, regulatory approvals or certificates.

The contractor must obtain and maintain at its own cost all Demolition Permits, Licenses, regulatory approvals and certificates (municipal, federal and provincial) required to perform the work. It is the responsibility of the Contractor to secure the relevant licenses, permit and approvals.

6. PROVISION OF CONTRACTED SERVICES

- A. A Demolition Permit is required;
- B. A traffic control plan and alternate route for pedestrians will have to be provided and maintained;
- C. The site must be fenced off to control access to the site and to protect the Public;
- D. Huron-Perth Public Health COVID-19 recommendations and Provincial Regulations will need to be followed. This will be provided to the Township;
- E. The following asbestos abatement inspections must be completed by an asbestos abatement consultant:
 - Type 3 Pre-start inspection;
 - Type 3 Post-removal inspection;
- F. All hazardous waste generated as a result of any and all work at the site must be handled, transported and disposed of in accordance with Ontario Regulation 490/09 and Ontario Regulation 347; and,
- G. Ministry of Labour submission of work above \$50,000.
- H. Collaborating with the Public Works Department to provide safe passage for Pedestrians and vehicles in proximity to the site
- I. Collaborating with Public Works for the removal of the sewer and water services to property line.
- J. Assembling, parking and storing materials only in the designated site and maintaining a reasonably clean site;
- K. Ensuring pedestrian safety from construction activities on routes used by pedestrians adjacent to the designated site
- L. Minimize offensive odours and dust
- M. Complete all demolition/remediation of the site
- N. Comply with all necessary safety regulations for OH&SA and COVID-19.

7. COMPENSATION

The Contractor shall comply with the following regarding scheduling, cost reporting and work progress for purposes of biweekly progress payment claims. For each activity, the Contractor shall assign a value (Activity Value) corresponding to the total of the labour, material, service, equipment, overhead and profit associated that activity within the Contractor's contract amount. The sum of the Activity Values for all Activities in the Contractor's schedule shall equal the total contract amount.

The Municipality will review the Contractor's schedule which, once approved, will form part of the project schedule. The Contractor shall submit to the Township one hard copy of the schedule and may provide one electronic PDF copy. Activities on the contractor's schedule, shall equal the application for payment claimed. The submission of the updated Contractor's schedule, including the identification of the percentage completion of all Activities in accordance with the foregoing requirement, shall be prerequisite to the certification by the Township of any progress claim. If the Contractor and Township agree to a change in the Contractor's schedule then the Contractor shall submit a revised schedule that identifies the Activity Values for all Activities within the revised schedule and the percentage completion for all Activities.

All invoices will be paid in full within thirty (30) days of receipt.

8. SAFETY

During the performance of the work, the Contractor shall keep the land and buildings in a safe and orderly state, as appropriate in accordance with good industry practice, to avoid danger to persons thereon and in the immediate vicinity thereof, shall take all reasonable measures in accordance with good industry practice to prevent access to the designated area on the land and roofs under remediation by any persons not entitled to be present, shall perform all the obligations of a “constructor” within the meaning of the Occupational Health and Safety Act (Ontario) and shall be solely responsible for construction safety on the land and buildings and for compliance with the health and safety provisions of the contract documents, the Occupational Health and Safety Act (Ontario) and applicable law.

Without limiting the obligations of the Contractor pursuant to this paragraph, the Contractor shall ensure that the work performed by the Contractor and its subcontractors is in compliance with the Occupational Health and Safety Act (Ontario) Contractor, as “constructor” within the meaning of the Occupational Health and Safety Act (Ontario), will have the right to remove forces from the construction site should they not comply with the safety programs and safety instructions.

9. WORKPLACE SAFETY AND INSURANCE BOARD

- a) A copy of the Contractors Certificate of clearance from the Workplace Safety and Insurance Board must be submitted to the Township. Clearance certificates should be renewed every ninety (90) days throughout the term of the project and will be required prior to payment.
- b) The Contractor shall at all times pay or cause to be paid any assessment required to be paid pursuant to the requirements of the Workplace Safety and Insurance Board Act. Upon failure to do so, the Township may pay such assessment, and shall deduct said expenses from the Contractor's compensation.
- c) The Township may, at any time during the performance of or upon completion of the contract, require a declaration that the assessments required by W.S.I.B. have been paid.
- d) The Township may at any time request Ministry Compliance Approvals.

10. MISCELLANEOUS WORK, PROTECTION, ETC

The Contractor shall be responsible and make good for any damage done, by its employees, subcontractors and materials of the work, to the Township's property or materials, and they shall, at their own expense, replace all materials, property and work damaged to such an extent that they cannot be restored to original condition.

11. ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Township are legally responsible to comply with the provisions outlined in Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service, with respect to training. The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the Accessibility for Ontarians with Disabilities Act, 2005, and the requirements of the Regulation, as well as instruction regarding matters set out in Section 6 of the Regulation.

12. TRAFFIC CONTROL AND VEHICLE LOADING

- a) The Contractor shall provide adequate control of traffic while operating on municipal road allowances.
- b) Where a vehicle is hauling material under this contract upon a public highway, and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether or not such vehicle is registered in the name of the Contractor.

13. PERMITS

The Contractor shall obtain and pay for at its own expense, all licences or permits required by law or statute or regulation made there-under.

14. EQUIPMENT

- a) The Contractor will be responsible for maintenance, repairs and all other operating costs of equipment required, including gas, licencing, insurance, storage, washing, etc. The unit(s) to be used for the performance of the services as herein provided must at all times be of the type and capacity as approved by the Council of the Township.

- b) The Contractor shall at all times provide, operate, and fully maintain a sufficient number of vehicles to perform the collection services specified herein. The Township shall have the right to cause the Contractor, at any time after the commencement of the contracted operations, to increase the number of collection units to such number as may be determined by the Township, thereby ensuring adequate performance of the contract.
- c) Units to be used for the performance of the services as herein provided must have fully enclosed, leak-proof bodies of sufficient capacity and unloading the refuse mechanically, mounted on adequate truck chassis, all at the approval of the Township. Spreading of refuse at the Landfill site will not be permitted.
- d) All equipment supplied by the Contractor must be kept clean and neat in appearance at all times. The Contractor shall ensure that all employees, while engaged in the collection services, will at all times maintain a high degree of cleanliness.

15. GOVERNING LAWS

The laws of Ontario and Canada shall govern the interpretation of this Agreement.

16. CONTRACT TERMINATION

The Township may terminate the Contract:

- a) Immediately and without notice, if the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors;
- b) Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents;
- c) Without notice, if the Contractor fails to make sufficient payments for payments due to its Sub-Contractors or suppliers;
- d) Upon expiration of ten (10) days from the date of receipt of written notice to the Contractor, if the Contractor fails to comply with any significant request, instruction or order given by the Township; or fails to comply with, or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to perform the work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of the Township; or refuses to correct deficient work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract;
- e) Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have

The Contractor may terminate the Contract:

- a) With cause, upon thirty (30) business days with written notice being provided to the Township;

In the case of the Township:
 The Corporation of the Township of North Huron
 C/O Director of Public Works
 P.O. Box 90, 274 Josephine Street
 Wingham, ON N0G 2W0

In the case of the Contractor:
 Kieswetter Demolition (1992) Inc.
 235 Madison Avenue South
 Kitchener ON, N2M 3H5

Any notice shall be deemed to have been given to and received by the party to whom it is addressed, if delivered, when delivered and, if mailed, on the fifth business day after the mailing thereof. Any party may, by notice given aforesaid, designate a change of address to which a notice to such party shall be given and any notice to such party shall thereafter be delivered or sent to such address.

17. WAIVER

Both parties agree that any actions of the other party in contravention of the terms of this Agreement shall not be relied upon as a waiver of any terms of this Agreement and no approvals given by any employee of the Township or of the Contractor shall constitute a waiver by the Township or the Contractor, whatever the case may be, of any of the terms of this Agreement unless ratified in writing by the Township and the Contractor.

18. LIQUIDATED DAMAGES

Time shall be the essence of the contract. Goods and/or services shall be delivered within the time promised, failing which the Township reserves the right to cancel the contract or portion thereof without penalty or prejudice or the Township may apply liquidated damages.

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the Township shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed liquidated damages.

In view of the difficulty of ascertaining the losses which the Township will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon, fixed and determined by the parties hereto, as to the amount of liquidated damages that the Township will suffer by reason of said delay and default, and not as a penalty; and the Township may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

19. LEVEL OF SERVICE

The Contractor is required to complete one hundred per cent (100%) of the project. The Supervisor shall ensure, to the best of their ability, that all necessary work has been completed by the end of each working day, to ensure the project aligns with the time frame. The Contractor shall be deemed to have failed to complete one hundred per cent (100%) of the project if the Contractor misses any, or all, of the project details as outlined.

The Contractor shall remedy any breach of the Contract on the day it occurs, taking into consideration weather conditions and timing constraints. If the breach is not realized until the next calendar day, the Contractor must remedy the breach immediately that day.

THE TOWNSHIP OF NORTH HURON

Date

By: _____
Bernie Bailey, Reeve

Date

By: _____
Carson Lamb, Clerk

I/We have authority to bind the corporation.

KIESWETTER DEMOLITION (1992) INC.

Date

By: _____
Dave Kieswetter, Vice President

I/We have authority to bind the corporation

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 26-2021

Being a by-law to authorize a Site Plan Control Agreement between the Corporation of the Township of North Huron and Rutling Holdings Ltd.

WHEREAS the Corporation of the Township of North Huron deems it advisable and necessary to enter into a Site Plan Control Agreement with Rutling Holdings Ltd. to permit the construction of a quadruplex; on the property known as PLAN 173 PT BLK E AS RP; 22R1777 PARTS 3 TO 5 SUBJT; TO ROW, Blyth Ward, Township of North Huron, County of Huron.

AND WHEREAS the proposed development is subject to Site Plan Control pursuant to Section 41 of the Planning Act, RSO 1990, and By-law #50 of 2006 of Township of North Huron;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF NORTH HURON ENACTS AS FOLLOWS:

1. That the Reeve and Clerk are hereby authorized and instructed to sign all of the necessary documents to conclude the Site Plan Control Agreement between the Township of North Huron and the Registered Owner of; PLAN 173 PT BLK E AS RP; 22R1777 PARTS 3 TO 5 SUBJT; TO ROW, Blyth Ward, Township of North Huron, County of Huron; such Site Plan Control Agreement to be in substantially the same form as attached hereto as Schedule "A".
2. This by-law shall come into force and take effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 6TH DAY OF APRIL, 2021.

READ A THIRD TIME AND PASSED THIS 6TH DAY OF APRIL, 2021.

Bernie Bailey, Reeve

CORPORATE SEAL

Carson Lamb, Clerk

Site Plan Control Agreement

THIS AGREEMENT made quadruplet this 6th day of April, 2021.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(Hereinafter called the "Municipality")

- and -

RUTLING HOLDINGS LTD.

(Hereinafter called the "Owner")

WHEREAS subs. 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. Construction in Accordance with Plans and Drawings

The Owner covenants and agrees that the proposed development of a quadruplex on: PLAN 173 PT BLK E AS RP; 22R1777 PARTS 3 TO 5 SUBJT; TO ROW, in the former Village of Blyth, now in the Township of North Huron, County of Huron; will be completed in accordance with the building and structure locations as shown the plans and drawings as set out in **Schedule "A"**. These documents are available for viewing at the Township of North Huron Municipal Office.

2. Conditions

The Owner covenants and agrees to satisfy each of the conditions set out in **Schedule "B"** to this agreement.

3. Fees and Charges

The Owner covenants and agrees to pay the Municipality the fees and charges set out in **Schedule "C"** to this Agreement. The Owner will be responsible for any other reasonable and foreseeable charges that may occur as a direct result of this development, provided that it shall not be responsible for any indirect claims for business disruption or loss of profits of third parties arising out of the work.

4. Security – Site Plan

In order to guarantee compliance with all conditions of site plan approval contained herein, the Owner covenants and agrees to file with the Municipality prior or upon execution of this Agreement, a letter of credit in the amount of \$5,000.00. The aforesaid letter of credit shall be in a form approved by the Municipality, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Municipality returns the letter of credit. The letter of credit or other approved security will be released by the Municipality and returned to Owner in accordance with the terms of **Schedule "D"**.

The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Municipality may draw on the letter of credit to the extent necessary and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. In place of a letter of credit, the Owner may deposit with the Municipality certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Municipality as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.

5. Minor Adjustments

Minor adjustments to the requirements and provisions of this agreement may be made subject to the approval of the Municipality provided that the spirit and intent of the agreement are maintained. Such minor adjustments shall not require an amendment to this agreement; however, the written approval of the Municipality is required before such minor adjustment can be made.

SCHEDULE "A"

APPROVED PLANS AND DRAWINGS

The Owners agree and covenant to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the below referenced municipally-approved plans and drawings.

1.1 SITE PLAN AND LOT GRADING AND SERVICING PLAN

Identified as: Queen Street, Blyth; Project File Number: 320055; Drawing 1; Issued for Approval: February 25, 2021; Downspout Locations Revised: March 17, 2021; Storm Sewer Added Per Township Comments: March 31, 2021; Prepared by: GM Blue Plan Engineering Limited.

SCHEDULE “B”
CONDITIONS OF SITE PLAN APPROVAL

1. The Owner covenants and agrees to develop the site in accordance with the following:

- **Servicing:** The Owner shall extend services to the subject property in accordance with submitted plans to the satisfaction of the Municipality.
- **Maintenance of facilities and works:** The Owner acknowledges and agrees that its obligations hereunder to construct, install and maintain the works including the replacement or relocation or repair of any of the works which are damaged or altered in connection with the installation of any such infrastructure.
- **Utilities and Easements:**
The Owner shall obtain written confirmation from the appropriate entities that all public utilities requirements for the Lands, including but not limited to telephone, telecommunications, cable television, electric power, and gas have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost, or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities.
- **Hydro:** The Owner shall enter into a separate agreement with Hydro One to address the extension of hydro services to the subject property.
- **Surfacing:** Entrance/exit driveways, vehicle parking areas and vehicle manoeuvring areas shall be surfaced with a stable dust inhibiting surface (crushed stone, concrete, asphalt pavement or similar hard surface).
- **Snow Removal:** All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle manoeuvring areas shall be stored neatly on site. Snow will not be stored on boulevards, on any abutting road allowance, or stored in a manner to prevent visibility at any entrances.
- **Lighting:** Exterior and/or outdoor lighting provided with the use of the subject property shall be located, installed and oriented to prevent glare on the adjacent properties and roadways.
- **Drainage:** Surface water shall be controlled in such a manner that ensures there is no new or additional run-off onto adjacent properties, right of ways, sidewalks and road corridors. All on site storm water shall be contained within this property and drained as per lot grading and drainage plan.
- **Landscaping:** The Owner shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Municipality.
- **Elevation:** The Owner shall complete and maintain the elevation on the lands in accordance with the approved site plan to the satisfaction of the Municipality.
- **Signage:** Any proposed signage must be designed in accordance with the Municipality’s Signage By-law and the County of Huron Sign By-law.
- **Garbage:** All garbage to be stored inside the building.
- **Parking:** Total parking to be based on the Township’s Zoning By-Law.

SCHEDULE "C"
FINANCIAL PAYMENTS

The Owner covenants and agrees to pay to the Municipality, upon execution of this Agreement, the following fees:

1. Legal Fee for the preparation of this Agreement and its Registration;
2. Any outstanding taxes (including arrears, interest and penalties).
3. Planning & Engineering Fees for the review of the Site Plan.
4. Security deposits as required by this agreement.

SCHEDULE "D"
RELEASE OF SECURITIES

Securities will be released when the building is fully completed, all site work has been completed as per the Plans and Drawings as approved by the North Huron Chief Building Official, and Huron County Highways Department has inspected and is satisfied with the boring of the Counties right-of-way.

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 27-2021

Being a by-law of the Township of North Huron to adopt, confirm and ratify matters dealt with
by the Council of the Township of North Huron

WHEREAS Section 8 of the Municipal Act, 2001, S. O. 2001, c. 25, as amended, provides that the powers of a Municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the Municipality's ability to respond to municipal issues;

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

AND WHEREAS Section 9 of the Municipal Act, S. O. 2001, c.25, as amended, provides a municipality 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 Council of the Corporation of the Township of North Huron deems it expedient to adopt, confirm and ratify matters dealt with at all meetings of Council by by-law;

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

1. That the proceedings and actions taken by the Council of the Corporation of the Township of North Huron at its Meeting on April 6th, 2021, in respect of each report, motion, recommendation, by-law and any other business conducted are, except where the prior approval of the Local Planning Appeal Tribunal or other authority is required by law, hereby adopted, ratified and confirmed and shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted.
2. That the Reeve and the proper officials of the Corporation of the Township of North Huron are hereby authorized and directed to do all things necessary to give effect to the said actions of the Council of the Corporation of the Township of North Huron referred to in the proceeding section hereof.
3. That on behalf of The Corporation of the Township of North Huron the Reeve, and the Clerk are hereby authorized and directed to execute all necessary documents and to affix thereto the Corporate Seal.
4. That this By-law shall come into force and takes effect on the date of its final passing.

READ A FIRST AND SECOND TIME THIS 6TH DAY OF APRIL, 2021.

READ A THIRD TIME AND PASSED THIS 6TH DAY OF APRIL, 2021.

Bernie Bailey, Reeve

CORPORATE SEAL

Carson Lamb, Clerk