



## **LUCAN BIDDULPH COUNCIL AGENDA**

TUESDAY, JUNE 1, 2021 6:00 PM  
Lucan Biddulph Township Office  
270 Main Street P.O. Box 190 Lucan, ON

### **AGENDA**

**MEETING TO BE HELD ELECTRONICALLY. THE MEETING WILL BE AVAILABLE AS FOLLOWS AT 6:00 P.M. ON JUNE 1, 2021**

[https://www.youtube.com/channel/UCeA4Y0M03UFY2O\\_nbymnWHg](https://www.youtube.com/channel/UCeA4Y0M03UFY2O_nbymnWHg)

1. **Call to Order**
2. **Disclosure of Pecuniary Interest & Nature Thereof**

The Municipal Conflict of Interest Act requires any member of Council declaring a pecuniary interest and the general nature thereof, where the interest of a member of Council has not been disclosed by reason of the member's absence from the meeting, to disclose the interest at the first open meeting attended by the member of Council and otherwise comply with the Act.
3. **Announcements**
4. **Closed Session**
5. **6:00 p.m. Public Meetings - Drainage**
  - 5.1 Meeting to Consider Addendum Report - Blake Drain 2021  
Mike Devos, Spriet Associates  
[Blake Drain 2021 Addendum Report](#)  
[Blake Drain addendum Drawings 2021](#)  
*Recommended Motion:*  
*THAT the Addendum Drainage Report for the Blake Drain 2021, as prepared by Spriet Associates, dated May 14, 2021, be received and adopted;*  
  
*Recommended Motion:*  
*That Council adjourn its regular meeting in order to sit as the Court of Revision under the Drainage Act, to consider the Blake Drain 2021 and that Mayor Cathy Burghardt-Jesson be appointed as Chair.*
  - 5.2 Court of Revision - Blake Drain 2021  
[Court of Revision Notice - Blake Drain](#)  
[Blake Drain 2021 - Report](#)



1. Order of Appeals
2. Questions from Members of the Court of Revision
3. Deliberations of the Court of Revision (only if change in assessment is being considered)
4. Decision

*Recommended Motion:*

*THAT the Court of Revision be closed at X:XX p.m. in order to reconvene regular Council meeting.*

## **6 Delegations, Presentations & Petitions**

6.1 Erin Mosher, Constable Middlesex County OPP  
Dean Croker, Detachment Coordinator Middlesex County OPP  
[Police Service Board Report Lucan Biddulph Aug - Dec 2020](#)

6.2 Christene Scrimgeour, CPA, CA, BA  
[2020 Township of Lucan Biddulph Draft Consolidated Financial Statements](#)  
[2020 Township of Lucan Biddulph Draft Trust Fund Financial Statements](#)

*Recommended Motion:*

*That Council accepts the draft financial statements as presented on June 1, 2021.*

## **7 Adoption of Minutes**

[Council Minutes - May 18 2021](#)

*Recommended Motion:*

*That the regular Council Meeting Minutes of May 18, 2021 be approved as circulated/amended.*

## **8 Business Arising From the Minutes**

[BA - June 1 2021](#)

## **9 Correspondence**

9.1 [Resolutions - 988 Suicide Crisis Prevention Hotline](#)

9.2 [AMO Conference - Municipal Delegations at 2021 AMO Conference](#)

9.3 Balance of Correspondence:

9.3.1 [Letter to Premier Ford - Economic Development Report-April 19 2021](#)

9.3.2 [News Release - Ontario Releases Three-Step Roadmap to Safely Reopen the Province](#)

9.3.3 [Province releases Consultation Guide on legislative regulations impacting conservation authorities](#)

9.3.4 [News Release - video and drinking water protection zone signs](#)

9.3.5 [BRA May 2021 Notes](#)

9.3.6 [UTRCA Board of Directors and Finance & Audit Committee Meeting Notices](#)

9.3.7 [Resolution - Durham Dead-End Road Kids](#)

9.3.8 [Resolution - Closure of Youth Residence Facilities](#)



- 9.3.9 [Resolution - Reopening of Greenwater Provincial Park](#)
- 9.3.10 [Resolution - Tax Relief on CERB Payments](#)
- 9.3.11 [Support Resolution - Advocacy for Reform MFIPPA](#)
- 9.3.12 [AMO Watchfile May 20](#) [AMO Watchfile May 27](#)

*Recommended Motion:*

*That Items 9.1 through 9.3 (Correspondence) be received for information.*

## **10 Committee Reports**

- a) CEDC
- b) Bluewater Recycling
- c) Lake Huron
- d) Fire Boards
- e) ABCA
- f) UTRCA
- g) Parks & Recreation

## **11 Staff Reports**

- 11.1 CAO/Clerks Office
- 11.2 Building/By-law Enforcement
- 11.3 Finance

[FIN-09-2021 COVID-19 Financial Impacts 2020](#)

*Recommended Motion:*

*That report no. FIN-09-2021 be received for information.*

- 11.4 Planning
- 11.5 Public Works
- 11.6 Parks & Recreation
- 11.7 Economic Development

## **12 Councillor's Comments**

## **13 Changes to Budget**

## **14 Notice of Motions**

## **15 Motions and Accounts**

## **16 By-laws**

[41-2021 Blake Addendum 2021](#)

*Recommended Motion:*

*THAT By-law 41-2021 be given first and second reading.*

[42-2021 Execution of Agreement OMI \(Jacobs\)](#)

[43-2021 Confirming By-law](#)



*Recommended Motion:*

*THAT By-laws 42-2021 through 43-2021 be adopted as presented.*

**17 Adjournment**

*Recommended Motion:*

*Resolved that the Council meeting be adjourned at xxxx p.m.*



## **BLAKE DRAIN 2021 ADDENDUM**

**Township of Lucan Biddulph**



**SPRIET  
ASSOCIATES**

**ENGINEERS & ARCHITECTS**

155 York Street  
London, Ontario N6A 1A8  
Tel. (519) 672-4100  
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Our Job No. 220043

May 14, 2021



London, Ontario  
May 14, 2021

## **BLAKE DRAIN 2021 ADDENDUM**

### **Township of Lucan Biddulph**

To the Mayor and Council of  
The Township of Lucan Biddulph

Mayor and Council:

We are pleased to present our report on the reconstruction of Branch K along with Water and Soil Control Basins (WASCoBs) on Branch A of the Blake Municipal Drain serving parts of Lots 30 to 33, Concessions 7 and 8 in the Township of Lucan Biddulph. The total watershed area contains approximately 149 hectares.

### **AUTHORIZATION**

This report was prepared pursuant to Sections 4 and 78 of the Drainage Act in accordance with instructions received from your Municipality with respect to a motion of Council.

The work on Branch K was initiated by petitions and the work on Branch A was initiated by a request signed by some of the affected landowners.

### **HISTORY**

The Blake Drain was originally constructed pursuant to a report submitted by A.J. DeVos, P. Eng. dated December 15, 1981.

A new report proposing improvement to the drain and new Branches was prepared and submitted, dated March 26, 2021. Subsequent to this report a few landowners requested additional works to be added to the report.

### **EXISTING DRAINAGE CONDITIONS**

At a site meeting held with respect to the additional work and through later discussions, the owners reported the following:

- that several properties in the upper portion of the Branch A watershed had originally intended to construct WASCoB structures privately in cooperation with the UTRCA but have since decided to proceed under the Drainage Act





### EXISTING DRAINAGE CONDITIONS (cont'd)

- that a new branch be constructed in the centre of Lot 32, Concession 8, to replace an older private tile which extended north from an outlet in Branch A upstream to the line between Lots 31 and 32

A field investigation and survey were completed. Upon reviewing our findings, we note the following:

- that there are a number of locations available to construct WASCoB structures along or upstream of Branches A, B, C, G, and K
- that there was already one larger berm proposed along the requested route of the new branch in Lot 32 which could alternatively be completed using a few smaller structures

### DESIGN CRITERIA AND CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs is typically used to design municipal drains. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used to design this drain with respect to capacity was 50mm per 24 hrs.

We would like to point out that there have been no indications of any poor soil conditions but this region is known to have stones present. It should be noted that no formal soil investigation has been made, with this information being provided by the owners.

All of the proposed work has been generally designed and shall be constructed in accordance with the DESIGN AND CONSTRUCTION GUIDELINES FOR WORK UNDER THE DRAINAGE ACT.

### RECOMMENDATIONS

We are therefore recommending the following:

- that the existing private tile be replaced with a new 250mm to 200mm concrete tile, including related appurtenances, and be known as Branch K
- that 18 WASCoB structures be constructed at various locations along or connected to the upper portion of Branch A and Branches B, C, and G
- that this report be considered an addendum to the Blake Drain 2021 report dated March 26, 2021 and that the proposed berm from the report along Branch K be substituted with the smaller berms in this report
- that the 69-meter lead to the above berm become part of Branch K for future maintenance purposes





## RECOMMENDATIONS (cont'd)

Our design includes the wrapping of tile joints with geotextile to prevent the incursion of fine soil particles into the drain. If areas of poor soil are encountered at the time of construction, it may become necessary to install the tile on crushed stone bedding wrapped with geotextile or substitute plastic filter tile through such areas. The additional costs of such work would be an extra to the project. These areas are typically identified at the time of construction but may only become apparent after construction is completed. In this case, the extra costs for removal and reinstallation on stone bedding would be an extra to the project and if already billed become a supplementary billing.

It is recommended that basement, cellar, or crawlspace drains be directed to a sump and then discharged onto the ground surface well away from foundations and septic systems or should owners desire to connect these drains to the new outlet drain, then it is suggested that they not be directly connected to the drains. Rather it is suggested that such a connection be made by an indirect method such as by sump pump with an open-air connection such as a mini-catchbasin, crushed stone filled excavation connected to a storm P.D.C. and should include a check valve and be piped above foundation level. It is noted that there is still a risk of flooding even with indirect methods of connection and any/all responsibility shall be borne by the owner. Downspouts from eavestroughs should be directed onto the ground surface well away from foundations and septic systems and are **not** permitted to be connected to the Municipal Drain.

## ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

Based on the information available, there are no significant wetlands, sensitive areas or endangered species along the route of the drains. The proposed construction of the Blake Drain 2021 Addendum includes surface inlets and WASCoB structures which greatly help reduce the overland surface flows and any subsequent erosion.

## SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 248 lineal meters of 250mm and 200mm concrete field tile and HDPE sewer pipe including related appurtenances and the construction of 18 WASCoB structures.

## SCHEDULES

Three schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, and Schedule 'C' - Assessment for Construction.

Schedule 'A' - Allowances. In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$124,700.00. This estimate includes engineering and administrative costs associated with this project.





## SCHEDULES (cont'd)

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

Drawing No.'s 1 and 2, Job No. 220043 and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

## ALLOWANCES

**RIGHT-OF-WAY:** Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,750.00/ha. through cropped lands.

**DAMAGES:** Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on \$3,510.00/ha.

## ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These assessments are known as benefit, outlet liability and special benefit as set out under Sections 22 and 23 of the Act.

### SECTION 22

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

**Special Benefit** is assessed to lands for which some additional work or feature has been included in the construction repair or improvement of a drainage works. The costs of such work are separated and assessed independently from the regular work.

**Benefit By Cut-Off** is assessed to lands or roads which obtain relief from surface and/or sub-surface drainage onto or through their lands by the diversion of said surface and/or sub-surface drainage into another watershed.





## ASSESSMENT DEFINITIONS (cont'd)

### SECTION 23

**Outlet** liability is assessed to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse.

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

## ASSESSMENT

A modified "Todgham Method" is typically used to calculate the assessments shown on Schedule 'C' - Assessment for Construction. This entails breaking down the costs of the drain into sections along its route. Special Assessments and Special Benefit Assessments are then extracted from each section.

The remainder is then separated into Benefit and Outlet Assessments. The Benefit is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet is distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands are assessed for outlet at lower rates than cleared lands. Also, roads and residential properties are assessed for outlet at higher rates than cleared farmlands.

The actual cost of the work involving this report, with the exception of Special Assessments, is to be assessed on a pro-rata basis against the lands and roads liable for assessment for special benefit and outlet as shown in detail on Schedule 'C' - Assessment for Construction. The Special Assessments shall be levied as noted in the Section "Special Assessment".

It should be noted that \$11,610.00, including net HST shall be transferred from this addendum to the original report to account for the substitution of work on Branch K.

## GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments. It should be noted that all costs to increase the design standard above the 38mm per 24 hours is assessed separately and shown not to receive the grant.





## MAINTENANCE

Upon completion of construction, all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain. This includes tree roots penetrating tiles from trees planted by owners or naturally occurring. For tiles through bush areas we recommend the owner maintain the cleared space by either mowing (hay) or growing a crop over it. If no maintenance is completed over several years, we recommend the Municipality complete the mowing/clearing as part of maintenance at the discretion of the Drainage Superintendent.

After completion, the Branch K and the 18 WASCoB structures included in this report shall be maintained by the Township of Lucan Biddulph at the expense of all upstream lands and roads assessed in Schedule 'C' - Assessment for Construction and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED



M.P. DeVos, P. Eng.

MPD:bv





## SCHEDULE 'A' - ALLOWANCES

## BLAKE DRAIN 2021 ADDENDUM

## Township of Lucan Biddulph

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CON.	LOT	ROLL NUMBER (Owner)	Right-of-Way	Damages	TOTALS
<b>BRANCH K</b>					
8	S½31	030-064 (Hugh J. Dietrich Farms Ltd.)	30.00	70.00	100.00
8	32	030-063 (H. & J. Van Den Berg)	2,060.00	2,140.00	4,200.00
Total Allowances			\$ 2,090.00	\$ 2,210.00	\$ 4,300.00

**TOTAL ALLOWANCES ON BRANCH K** \$ **4,300.00**

**BRANCHES A,B,C,K & G WASCOBs**

7	31	010-124-50 (Grant L. Dietrich Farms Ltd.)	\$ 3,530.00	\$ 920.00	\$ 4,450.00
7	Pt.32	010-125 (H. Dietrich)	890.00	350.00	1,240.00
7	NWPt.32	010-125-01 (Hugh Dietrich Farms Ltd.)	1,210.00	340.00	1,550.00
7	Pt.33	010-126 (Seelster Farms Inc.)	540.00	90.00	630.00
8	S½31	030-064 (Hugh J. Dietrich Farms Ltd.)	1,050.00	210.00	1,260.00
8	32	030-063 (H. & J. Van Den Berg)	1390.00	580.00	1,970.00
Total Allowances			\$ 4,420.00	\$ 2,490.00	\$ 11,100.00

**TOTAL ALLOWANCES ON BRANCHES A,B,C,K & G WASCOBs** \$ **11,100.00**

**TOTAL ALLOWANCES ON THE BLAKE DRAIN 2021 ADDENDUM** \$ **15,400.00**



## SCHEDULE 'B' - COST ESTIMATE

## BLAKE DRAIN 2021 ADDENDUM

## Township of Lucan Biddulph

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

**BRANCH K**

Mobilization of equipment	\$	200.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 220 m req'd)		
109 meters of 200mm dia. concrete tile	\$	1,810.00
139 meters of 250mm dia. concrete tile	\$	2,690.00
Supply of the above listed tile	\$	3,540.00
Contingency Allowance for stony conditions (3 pull outs)	\$	830.00
Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 243m)	\$	1,460.00
Supply and install one 600mm x 600mm ditch inlet catchbasin including lead and grate	\$	2,700.00
Exposing and locating existing tile drains (construction)	\$	550.00
Tile connections and fittings as noted on plan	\$	300.00
Tender security	\$	210.00
Tile connections and contingencies	\$	500.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	4,300.00

**BRANCHES A,B,C,K & G WASCObS**

Construct worked WASCOb (Berm) Br. A Sta. 1+884 o/s 300m		
strip, stockpile, and releve topsoil (approx. 300m <sup>2</sup> )	\$	400.00
construct berm using imported material including compaction (40 m <sup>3</sup> )	\$	800.00
supply & install crushed stone pit inlet (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 40 m <sup>3</sup> )	\$	400.00
Construct worked WASCOb (Berm) Br. A Sta. 1+884 o/s 220m		
strip, stockpile, and releve topsoil (approx. 250m <sup>2</sup> )	\$	500.00
construct berm using imported and onsite material including compaction (25 m <sup>3</sup> )	\$	500.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 10 m <sup>3</sup> )	\$	100.00
Construct worked WASCOb (Berm) Br. A Sta. 1+876		
strip, stockpile, and releve topsoil (approx. 850m <sup>2</sup> )	\$	1,500.00
construct berm using imported material including compaction (90 m <sup>3</sup> )	\$	1,800.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 50 m <sup>3</sup> )	\$	500.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021 ADDENDUM**  
**Township of Lucan Biddulph****BRANCHES A,B,C,K & G WASCOBs (cont'd)**

Construct worked WASCoB (Berm) Br. A Sta. 1+911 o/s 140m strip, stockpile, and releve topsoil (approx. 200m <sup>2</sup> )	\$	400.00
construct berm using imported material including compaction (30 m <sup>3</sup> )	\$	600.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 30 m <sup>3</sup> )	\$	300.00
Construct worked WASCoB (Berm) Br. A Sta. 1+911 o/s 260 strip, stockpile, and releve topsoil (approx. 350m <sup>2</sup> )	\$	700.00
construct berm using imported material including compaction (80 m <sup>3</sup> )	\$	1,600.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 80 m <sup>3</sup> )	\$	800.00
Construct worked WASCoB (Berm) Br. A Sta. 1+911 o/s 330 strip, stockpile, and releve topsoil (approx. 400m <sup>2</sup> )	\$	800.00
construct berm using imported material including compaction (120 m <sup>3</sup> )	\$	2,400.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 120 m <sup>3</sup> )	\$	1,200.00
Construct worked WASCoB (Berm) Br. A Sta. 1+911 o/s 400m strip, stockpile, and releve topsoil (approx. 250m <sup>2</sup> )	\$	500.00
construct berm using imported material including compaction (40 m <sup>3</sup> )	\$	800.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 40 m <sup>3</sup> )	\$	400.00
Construct worked WASCoB (Berm) Br. B Sta. 0+213 strip, stockpile, and releve topsoil (approx. 400m <sup>2</sup> )	\$	800.00
construct berm using imported and onsite material including compaction (60 m <sup>3</sup> )	\$	1,200.00
supply & install 600mm x 600mm DICB	\$	2,300.00
import clay fill material (approx. 40 m <sup>3</sup> )	\$	400.00
Construct grassed WASCoB (Berm) Br. B Sta. 0+442 strip, stockpile, and releve topsoil (approx. 300m <sup>2</sup> )	\$	600.00
construct berm using imported material including compaction (50 m <sup>3</sup> )	\$	1,000.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 50 m <sup>3</sup> )	\$	500.00
Construct worked WASCoB (Berm) Br. B Sta. 0+565 strip, stockpile, and releve topsoil (approx. 400m <sup>2</sup> )	\$	800.00
construct berm using imported material including compaction (80 m <sup>3</sup> )	\$	1,000.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 80 m <sup>3</sup> )	\$	800.00
Construct worked WASCoB (Berm) Br. B Sta. 0+719 o/s 50m strip, stockpile, and releve topsoil (approx. 350m <sup>2</sup> )	\$	700.00
construct berm using imported material including compaction (70 m <sup>3</sup> )	\$	1,400.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$	900.00
import clay fill material (approx. 70 m <sup>3</sup> )	\$	700.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

## BLAKE DRAIN 2021 ADDENDUM

## Township of Lucan Biddulph

## BRANCHES A,B,C,K &amp; G WASCOBs (cont'd)

Construct worked WASCoB (Berm) Br. B Sta.0+719 o/s 400m	
strip, stockpile, and relevel topsoil (approx. 250m <sup>2</sup> )	\$ 700.00
construct berm using imported material including compaction (60 m <sup>3</sup> )	\$ 1,200.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$ 900.00
import clay fill material (approx. 60 m <sup>3</sup> )	\$ 600.00
Construct grassed WASCoB (Berm) Br. C Sta. 0+258 using on-site native material	
strip, stockpile, and relevel topsoil (approx. 500m <sup>2</sup> )	\$ 800.00
construct berm using adjacent on-site material including compaction (120 m <sup>3</sup> )	\$ 1,000.00
seed berm upon completion	\$ 300.00
supply & install 600mm x 600mm DICB	\$ 2,300.00
import clay fill material (approx. 120 m <sup>3</sup> )	\$ 1,200.00
Construct worked WASCoB (Berm) Br. G Sta.0+250 o/s 20m	
strip, stockpile, and relevel topsoil (approx. 300m <sup>2</sup> )	\$ 600.00
construct berm using imported material including compaction (40 m <sup>3</sup> )	\$ 800.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$ 900.00
import clay fill material (approx. 40 m <sup>3</sup> )	\$ 400.00
Construct worked WASCoB (Berm) Br. G Sta.0+250 o/s 70m	
strip, stockpile, and relevel topsoil (approx. 200m <sup>2</sup> )	\$ 400.00
construct berm using imported and onsite material including compaction (30 m <sup>3</sup> )	\$ 600.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$ 900.00
import clay fill material (approx. 10 m <sup>3</sup> )	\$ 100.00
Construct worked WASCoB (Berm) Br. K Sta.0+126	
strip, stockpile, and relevel topsoil (approx. 450m <sup>2</sup> )	\$ 900.00
construct berm using imported and onsite material including compaction (60 m <sup>3</sup> )	\$ 1,200.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$ 900.00
import clay fill material (approx. 60 m <sup>3</sup> )	\$ 600.00
Construct worked WASCoB (Berm) Br. K Sta. 0+202	
strip, stockpile, and relevel topsoil (approx. 400m <sup>2</sup> )	\$ 800.00
construct berm using imported and onsite material including compaction (65 m <sup>3</sup> )	\$ 1,300.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$ 900.00
import clay fill material (approx. 50 m <sup>3</sup> )	\$ 500.00
Construct worked WASCoB (Berm) Br. K Sta.0+312	
strip, stockpile, and relevel topsoil (approx. 1000m <sup>2</sup> )	\$ 1,800.00
construct berm using imported and onsite material including compaction (270 m <sup>3</sup> )	\$ 4,100.00
supply & install crushed stone pit (approx. 15 tonnes req'd)	\$ 900.00
import clay fill material (approx. 240 m <sup>3</sup> )	\$ 2,400.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021 ADDENDUM**  
**Township of Lucan Biddulph****BRANCHES A,B,C,K & G WASCOBs (cont'd)**

Exposing and locating existing tile drains	(construction)	\$	1,200.00
Tender security		\$	1,040.00
Tile connections and contingencies		\$	2,500.00
Allowances under Sections 29 & 30 of the Drainage Act		\$	11,100.00

**ADMINISTRATION**

Conservation Authority Review Fee	\$	500.00
Interest and Net Harmonized Sales Tax	\$	3,725.00
Survey, Plan and Final Report	\$	12,768.00
Expenses	\$	897.00
Supervision and Final Inspection	\$	<u>3,680.00</u>

<b>TOTAL ESTIMATED COST</b>	<b>\$</b>	<b><u>124,700.00</u></b>
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**\$ 23,240.00**



## TOTAL ASSESSMENT ON BLAKE DRAIN 2021 ADDENDUM



## SCHEDULE OF NET ASSESSMENT

**BLAKE DRAIN 2021 ADDENDUM**  
**Township of Lucan Biddulph**

(FOR INFORMATION PURPOSES ONLY)

Job No. 220043

May 14, 2021

\* = Non-agricultural, \*\* = Non-grantable

ROLL NUMBER OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
<i>Geographic Biddulph</i>				
030-056 (Hugh J. Dietrich Farms Ltd.)	\$ 1,563.00	\$ 479.00	\$	\$ 1,084.00
010-124-50 (Grant L. Dietrich Farms Ltd.)	30,351.00	9,298.00	4,450.00	16,603.00
010-125 (H. Dietrich)	18,961.00	5,808.00	1,240.00	11,913.00
010-125-01 (Hugh Dietrich Farms Ltd.)	7,806.00	2,391.00	1,550.00	3,865.00
010-126 (Seelster Farms Inc.)	1,205.00	369.00	630.00	206.00
030-066 (J. Dewan)	149.00	46.00		103.00
030-065 (Hugh J. Dietrich Farms)	892.00	273.00		619.00
030-064 (Hugh J. Dietrich Farms Ltd.)	14,856.00	4,551.00	1,360.00	8,945.00
** 030-064 (Hugh J. Dietrich Farms Ltd.)	2,872.00			2,872.00
030-063 (H. & J. Van Den Berg)	23,507.00	7,201.00	6,170.00	10,136.00
** 030-063 (H. & J. Van Den Berg)	3,048.00			3,048.00
030-062 (SWB Poultry Farms)	6,272.00	1,921.00		4,351.00
* Roman Line	\$ 48.00	\$	\$	\$ 48.00
* Mitchell Ln(Hwy 23)	669.00			669.00
* Observatory Drive	891.00			891.00
* <u>Non Prorated Special Assessments</u>				
Transfer to original report	11,610.00			11,610.00
<b>TOTALS</b>	<b>\$ 124,700.00</b>	<b>\$ 31,858.00</b>	<b>\$ 15,400.00</b>	<b>\$ 76,963.00</b>



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

## **G E N E R A L   I N D E X**

SECTION A	General Work	Pages 1 to 6
SECTION B	Open Drain	Pages 7 to 9
SECTION C	Tile Drain	Pages 10 to 15
STANDARD DETAILED DRAWINGS		SDD-01 to SDD-05









**SECTION A - GENERAL WORK****I N D E X**

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A.2 WORKING AREA AND ACCESS.....	1
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A.4 SURPLUS EXCAVATED MATERIAL AND GRAVEL.....	3
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**SECTION A****GENERAL WORK****A.1 COMMENCEMENT AND COMPLETION OF WORK**

The work must commence immediately after the Contractor is notified of the acceptance of his tender or at a later date, if set out as a condition of the tender. If weather creates poor ground or working conditions the Contractor may be required, at the discretion of the Engineer, to postpone or halt work until conditions become acceptable.

As noted on the drawn, the contractor must first arrange for a preconstruction meeting to be held on the site with the Contractor and affected owners attending to review in detail the construction scheduling, access and other pertinent details. The Contractor's costs for attending this meeting shall be included in his lump sum tender price. If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Superintendent a minimum of twenty-four (24) hours' notice prior to returning to the project.

The work must be proceeded with in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the tender or in the contract documents.

**A.2 WORKING AREA AND ACCESS**

The working area available to the Contractor to construct the drain and related works including an access route to the drain shall be as specified on the drawings.

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately in order that negotiations with the affected owners can take place.

Where a Contractor exceeds the specified widths due to the nature of his operations and without authorization, he shall be held responsible for the costs of all additional damages and the amount shall be deducted from his contract price and paid to the affected owners by the Municipality.

**A.3 ROAD CROSSINGS****.1 General**

- .1 Scope: These specifications apply to all road crossings - Municipal, County, Regional, or Highway Roads. Where the word "Authority" is used, it shall be deemed to apply to the appropriate owning authority. These specifications in no way limit the Authority's Specifications and Regulations governing the construction of drains on their Road Allowance. The Authority will supply no labour, equipment or materials for the construction of the road crossing unless otherwise noted on the drawings.
- .2 Road Occupancy Permit: Where applicable the Contractor must submit an Application for a Road Occupancy Permit to the Authority and allow a minimum of 5 working days (exclusive of holidays) for its review and issuance.
- .3 Road Closure Request and Construction Notification: The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority/Public Works Manager and the Drainage Engineer or Superintendent for review and approval a minimum of five (5) working days (exclusive of holidays) prior to proceeding with any work on road allowance. It shall be the Road Authority's responsibility to notify all the applicable emergency services, schools, etc. of the road closure or construction taking place.
- .4 Traffic Control: Where the Contractor is permitted to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route to the satisfaction of the Road Authority. Otherwise, the Contractor shall keep the road open to traffic at all times. The Contractor shall provide, for the supply, erection and maintenance, suitable warning signs and/or flagmen in accordance with the Manual of Uniform Traffic Control Devices and to the satisfaction of the Road Authority to notify the motorists of work on the road ahead.





**A.3 ROAD CROSSINGS (cont'd)**

- .5 Site Meeting/Inspection: A site meeting shall be held with the affected parties to review in detail the crossing and/or its related works. The Authority's Inspector and/or the Drainage Engineer will inspect the work while in progress to ensure that the work is done in strict accordance with the specifications.
- .6 Weather: No construction shall take place during inclement weather or periods of poor visibility.
- .7 Equipment: No construction material and/or equipment is to be left within 3 meters of the edge of pavement overnight or during periods of inclement weather.

**.2 Jacking and Boring**

- .1 Material: The bore pipe shall consist of new, smooth wall steel pipe, meeting the requirements of H20 loading for road crossings and E80 loading for railway crossings. The minimum size, wall thickness and length shall be as shown on the drawings. Where welding is required, the entire circumference of any joint shall be welded using currently accepted welding practices.
- .2 Site Preparation and Excavation: Where necessary, fences shall be carefully taken down as specified in the General Conditions. Prior to any excavation taking place, all areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the bore operation, off the line of future tile placement and out of existing water runs or ditches. The bore pit shall be located at the upstream end of the bore unless otherwise specified or approved. Bore pits shall be kept back at least 1 meter from the edge of pavement and where bore pits are made in any portion of the shoulder, the excavated material shall be disposed of off the road allowance and the pit backfilled with thoroughly compacted Granular "A" for its entire depth.
- .3 Installation: The pipe shall be installed in specified line and grade by a combination of jacking and boring. Upon completion of the operations, both ends of the bore pipe shall be left uncovered until the elevation has been confirmed by the Engineer or Superintendent. The ends of the bore pipe shall be securely blocked off and the location marked by means of a stake extending from the pipe invert to 300mm above the surrounding ground surface.
- .4 Unstable Soil or Rock: The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered. Any bore pipe partially installed shall be left in place until alternative methods or techniques are determined by the Engineer after consultation with the Contractor, the Superintendent and the owning authority.
- .5 Tile Connections: Prior to commencement of backfilling, all tile encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for each connection will be made at the rate outlined in the Form of Tender and Agreement.
- .6 Backfill: Unless otherwise specified, the area below the proposed grade shall be backfilled with a crushed stone bedding. Bore pits and excavations outside of the shoulder area may be backfilled with native material compacted to a density of 95% Standard Proctor. All disturbed areas shall be neatly shaped, have the topsoil replaced and hand seeded. Surplus material from the boring operation shall be removed from the site at the Contractor's expense.
- .7 Restoration: The entire affected area shall be shaped and graded to original lines and grades, the topsoil replaced, and the area seeded down at the rate of 85 kg/per ha. unless otherwise specified or in accordance with the M.T.O. Encroachment Permit. Fences shall be restored to their original condition in accordance with the General Conditions.
- .8 Acceptance: All work undertaken by the Contractor shall be to the satisfaction of the Engineer.





**A.3 ROAD CROSSINGS (cont'd)****.3 Open Cut**

- .1 Material: The culvert or sub-drain crossing pipe material shall be specified on the drawings.
- .2 Site Preparation and Excavation: Where necessary, fences shall be carefully taken down as specified in the general conditions. Prior to any excavation taking place, the areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the construction area.
- .3 Installation: The pipe shall be installed using bedding and cover material in accordance with Standard Detailed Drawing No. 2 or detail provided on drawings.
- .4 Unstable Soil or Rock: The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered.
- .5 Tile Connections: Prior to commencement of backfilling, all tiles encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for connections not shown on the drawings shall be an extra to the contract.
- .6 Backfill: Backfill from the top of the cover material up to the underside of road base shall meet the requirements for M.T.O. Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to produce a density of 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm, both meeting M.T.O. requirements. Granular road base materials shall be thoroughly compacted to produce a density of 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing an HL-4 Hot Mix Asphalt patch of the same thickness as the existing pavement. The asphalt patch shall be flush with the existing roadway on each side and not overlap. If specified, the asphalt patch shall not be placed immediately over the road base and the Granular "A" shall be brought up flush with the existing asphalt and a liberal amount of calcium chloride shall be spread on the gravel surface. The asphalt patch must be completed within the time period set out on the drawing.

The excavated material from the trench beyond a point 2.5 meters from the travelled portion or beyond the outside edge of the gravel shoulder, may be used as backfill in the trench in the case of covered drains. This material should be compacted in layers not exceeding 600mm.

**A.4 SURPLUS EXCAVATED MATERIAL AND GRAVEL**

Excess excavated material from open cut installation through roads, railways, laneways and lawn/grass areas, shall be removed and disposed of off-site by the Contractor as part of their lump sum installation price. If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used in the construction of the works, the Contractor shall haul away such surplus gravel or stone unless otherwise approved.

**A.5 FENCES**

No earth shall be placed against fences and all fences removed by the Contractor are to be replaced by him in as good condition as found. In general, the Contractor will not be allowed to cut existing fences but shall disconnect existing fences at the nearest anchor post or other such fixed joint and shall carefully roll it back out of the way. Where the distance to the closest anchor post or fixed joint exceeds 50 meters, the Contractor will be allowed to cut and splice in accordance with accepted methods and to the satisfaction of the owner and the Engineer or Superintendent. Where existing fences are deteriorated to the extent that existing materials are not salvageable for replacement, the Contractor shall notify the Engineer or the Superintendent prior to dismantling. Fences damaged beyond salvaging by the Contractor's negligence shall be replaced with new materials, similar to those existing, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the owner and the Engineer or Superintendent. The site examination should indicate to the Contractor such work, if any, and an allowance should be made in the tendered price.

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





**A.6 LIVESTOCK**

The Contractor shall provide each property owner with 48 hours' notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the property owner shall be responsible to keep all livestock clear of the construction areas until further notified. Where necessary, the Contractor will be directed to erect temporary fences. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock, where the injury or damage is caused by his failure to notify the property owner or through negligence or carelessness on the part of the Contractor.

The Contractor constructing a tile drain shall not be held responsible for damages or injury to livestock occasioned by leaving trenches open for inspection by the Engineer if he notifies the owner at least 48 hours prior to commencement of the work on that portion. The Contractor will be held liable for such damages or injury if the backfilling of such trenches is delayed more than 1 day after acceptance by the Engineer.

**A.7 STANDING CROPS**

The Contractor shall not be held responsible for damages to standing crops within the working area available and the access route provided if he notifies the owner thereof at least 48 hours prior to commencement of the work on that portion.

**A.8 RAILWAYS, HIGHWAYS, UTILITIES**

A minimum of forty-eight (48) hours' notice to Railways, Highways and Utilities, exclusive of Saturdays, Sundays and Holidays, shall be required by the Contractor prior to any work being performed and in the case of a pipe being installed by open cutting or boring under a Highway or Railway, a minimum of 72 hours' notice is required.

**A.9 UTILITIES**

The attention of the Contractor is drawn to the presence of utilities along the course of the drain. The Contractor will be responsible for determining the location of all utilities and will be held liable for any damage to all utilities caused by his operations. The Contractor shall co-operate with all authorities to ensure that all utilities are protected from damage during the performance of the work. The cost of any necessary relocation work shall be borne by the utility. No allowance or claims of any nature will be allowed on account for delays or inconveniences due to utilities relocation, or for inconveniences and delays caused by working around or with existing utilities not relocated.

**A.10 IRON BARS**

The Contractor shall be held liable for the cost of an Ontario Land Surveyor to replace any iron bars destroyed during the course of construction.

**A.11 STAKES**

At the time of the survey, stakes are set along the course of the drain at intervals of 50 meters. The Contractor shall ensure that the stakes are not disturbed unless approval is obtained from the Engineer. Any stakes removed by the Contractor without the authority of the Engineer, shall be replaced at the expense of the Contractor. At the request of the Contractor, any stakes which are removed or disturbed by others or by livestock, shall be replaced at the expense of the drain.





**A.12 RIP-RAP**

Rip-rap shall be specified on the drawings and shall conform to the following:

- .1 **Quarry Stone**: shall range in size from 150mm to 300mm evenly distributed and shall be placed to a 300mm thickness on a filter blanket at a 1.5 to 1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.
- .2 **Broken Concrete**: may be used in areas outside of regular flows if first broken in maximum 450mm sized pieces and mixed to blend with quarry stone as above. No exposed reinforcing steel shall be permitted.
- .3 **Shot Rock**: shall range in size from 150mm to 600mm placed to a depth of 450mm thickness on a filter blanket at a 1.5:1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.

**A.13 GABION BASKETS**

Supply and install gabion basket rip-rap protection as shown on the drawings.

Gabion baskets shall be as manufactured by Maccaferri Gabions of Canada Ltd. or approved equal and shall be assembled and installed in strict accordance with the manufacturer's recommendations.

The gabion fill material shall consist solely of fractured field stone or gabion stone graded in size from 100mm to 200mm (4" to 8") and shall be free of undersized fragments and unsuitable material.

**A.14 RESTORATION OF LAWNS**

- .1 **General**: Areas noted on the drawings to be restored with seeding or sodding shall conform to this specification, and the Contractor shall allow for all costs in his lump sum bid for the following works.
- .2 **Topsoil**: Prior to excavation, the working area shall be stripped of existing topsoil. The topsoil stockpile shall be located so as to prevent contamination with material excavated from the trench. Upon completion of backfilling operations, topsoil shall be spread over the working area to a depth equal to that which previously existed but not less than the following:
  - Seeding and sodding - minimum depth of 100mm
  - Gardens - minimum depth of 300mm

In all cases where a shortfall of topsoil occurs, whether due to lack of sufficient original depth or rejection of stockpiled material due to Contractor's operations, imported topsoil from acceptable sources shall be imported at the Contractor's expense to provide the specified depths. Topsoil shall be uniformly spread, graded, and cultivated prior to seeding or sodding. All clods or lumps shall be pulverized, and any roots or foreign matter shall be raked up and removed as directed.

- .3 **Sodding**

- .1 **Materials**: Nursery sod to be supplied by the Contractor shall meet the current requirements of the Ontario Sod Growers Association for No. 1 Bluegrass Fescue Sod.
- .2 **Fertilizer**: Prior to sod placement, approved fertilizer shall be spread at the rate of 5kg/100m<sup>2</sup> of surface area and shall be incorporated into such surfaces by raking, discing or harrowing. All surfaces on which sod is to be placed shall be loose at the time of placing sod to a depth of 25mm.
- .3 **Placing Sod**: Sod shall be laid lengthwise across the face of slopes with ends close together. Sod shall be counter sunk along the joints between the existing grade and the new sodding to allow for the free flow of water across the joint. Joints in adjacent rows shall be staggered and all joints shall be pounded and rolled to a uniform surface.

On slopes steeper than 3 to 1, and in unstable areas, the Engineer may direct the Contractor to stake sod and/or provide an approved mesh to prevent slippages. In all cases where such additional work is required, it will be deemed an extra to the contract and shall be paid for in accordance with the General Conditions. No sod shall be laid when frozen nor upon frozen ground nor under any other condition not favourable to the growth of the sod. Upon completion of sod laying the Contractor shall thoroughly soak the area with water to a depth of 50mm. Thereafter it will be the responsibility of the property owner to maintain the area in a manner so as to promote growth.





**A.14 RESTORATION OF LAWNS (cont'd)**

- .4 **Seeding:** Seed to be supplied by the Contractor shall be "high quality grass seed" harvested during the previous year, and shall be supplied to the project in the supplier's original bags on which a tag setting out the following information is affixed:

- Year or Harvest - recommended rate of application
- Type of Mixture - fertilizer requirements

Placement of seed shall be by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of placing seed, to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier's recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the property owner to maintain the area in a manner so as to promote growth.

- .5 **Settlement:** The Contractor shall be responsible during the one-year guarantee period for the necessary repair of restored areas due to trench settlement. Areas where settlement does not exceed 50mm may be repaired by top dressing with fine topsoil. In areas where settlement exceeds 50mm, the Contractor will be required to backfill the area with topsoil and restore with seeding and/or sodding as originally specified.

**A.15 RESTORATION OF ROADS AND LANEWAYS**

- .1 **Gravel:** Restoration shall be in accordance with the applicable standard detailed drawing or as shown on the drawings.
- .2 **Asphalt and Tar and Chip:** Prior to restoration all joints shall be neatly sawcut. Restoration shall be as a in gravel above with the addition of the following:
- .1 Roads shall have the finished grade of Granular 'A', allow two courses of hot-mix asphalt (M.T.O. 310), 80mm HL6 and 40mm HL3 or to such greater thickness as may be required to match the existing.
  - .2 Laneways shall have the finished grade of Granular 'A' allow one 50mm minimum course of hot-mix asphalt (HL3) or greater as may be required to match existing.





**SECTION B - OPEN DRAIN**

**I N D E X**

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B.2	ALIGNMENT.....	7
B.3	CLEARING AND GRUBBING.....	7
B.4	EXCAVATION.....	7
B.5	EXCAVATED MATERIAL.....	7
B.6	EXCAVATION THROUGH BRIDGES AND CULVERTS.....	8
B.7	PIPE CULVERT.....	8
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B.9	TRIBUTARY OUTLETS.....	8
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B.11	SEEDING.....	9







**SECTION B****OPEN DRAIN****B.1 PROFILE**

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the ditch in meters and decimals of a meter and also the approximate depth of cuts from the existing bottom of the ditch to the elevation of the ditch bottom. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing. A uniform grade shall be maintained between stakes in accordance with the profile drawing.

**B.2 ALIGNMENT**

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless otherwise noted on the drawings. Where it is necessary to straighten any bends or irregularities in alignment not noted on the drawings, the Contractor shall contact the Engineer or Superintendent before commencing the work.

**B.3 CLEARING AND GRUBBING**

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

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

**B.4 EXCAVATION**

The bottom width and the side slopes of the ditch shall be those shown on the profile drawing.

Unless otherwise specified on the drawings, only the existing ditch bottom is to be cleaned out and the side slopes are not to be disturbed. Where existing side slopes become unstable because of construction, the Contractor shall immediately contact the Engineer or Superintendent. Alternative methods of construction and/or methods of protection will then be determined, prior to continuing the work.

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

**B.5 EXCAVATED MATERIAL**

Excavated material shall be deposited on either or both sides of the drain as indicated on the drawings or as directed by the Engineer or Superintendent. A buffer strip of not less than 3 meters in width through farmed lands and 2 meters in width through bush areas shall be left along the top edges of the drain. The buffer strip shall be seeded and/or incorporated as specified on the drawings. The material shall be deposited beyond the specified buffer strip.





**B.5 EXCAVATED MATERIAL (cont'd)**

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water into the ditch so that water will be trapped behind the spoil bank. The excavated material shall be placed and levelled to a minimum width to depth ratio of 50 to 1 unless instructed otherwise. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2 to 1. The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue hardship on machinery and personnel. No excavated material shall cover any logs, scrub, debris, etc. of any kind.

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

Any stones 150mm or larger left exposed on top of the levelled excavated material shall be removed and disposed of as an extra to the contract unless otherwise noted on plans.

**B.6 EXCAVATION THROUGH BRIDGES AND CULVERTS**

The Contractor shall excavate the drain to the full specified depth and width under all bridges. Where the bridge or culvert pipe is located within a road allowance, the excavated material shall be levelled within the road allowance. Care shall be taken not to adversely affect existing drainage patterns. Temporary bridges may be carefully removed and left on the bank of the drain but shall be replaced by the Contractor when the excavation is completed unless otherwise specified. Permanent bridges must be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Engineer or Superintendent if excavation may cause the structure to undermine or collapse.

**B.7 PIPE CULVERTS**

Where specified on the drawings, the existing culvert shall be carefully removed, salvaged and either left at the site for the owner or reinstalled at a new grade or location. The value of any damage caused to the culvert due to the Contractor's negligence in salvage operation will be determined and deducted from the contract price.

All pipe culverts shall be installed in accordance with the standard detail drawings as noted on the drawings. If couplers are required, 5 corrugation couplers shall be used for up to and including 1200mm dia. pipe and 10 corrugation couplers for greater than 1200mm dia.

**B.8 MOVING DRAINS OFF ROADS**

Where an open drain is being removed from a road allowance, it must be reconstructed wholly on the adjacent lands with a minimum distance of 2.0 meters between the property line and the top of the bank, unless otherwise noted on the drawings. The excavated material shall be used to fill the existing open ditch and any excess excavated material shall be placed and levelled on the adjacent lands beyond the buffer strip, unless otherwise noted. Any work done on the road allowance, with respect to excavation, disposal of materials, installation of culverts, cleaning under bridges, etc., shall be to the satisfaction of the Road Authority and the Engineer.

**B.9 TRIBUTARY OUTLETS**

The Contractor shall guard against damaging the outlets of tributary drains. Prior to commencement of excavation on each property the Contractor shall contact the owner and request that all known outlet pipes be marked by the owner. All outlets so marked or visible or as noted on the profile, and subsequently damaged by the Contractor's operations will be repaired by the Contractor at his cost. All outlet pipes repaired by the Contractor under direction of the Drainage Superintendent or Engineer which were not part of the Contract shall be considered an extra to the contract price.





B.10 **SEDIMENT BASINS AND TRAPS**

The Contractor shall excavate sediment basins prior to commencement of upstream work as shown on the plan and profile. The dimension of the basin will be in a parabolic shape with a depth of 450mm below the proposed ditch bottom and the basin will extend along the drain for a minimum length of 15 meters.

A sediment trap 300mm deep and 5 meters long with silt fence placed across ditch bottom on the downstream end of the trap shall be constructed prior to and maintained during construction, to prevent silt from flushing downstream. The silt fence shall be removed and disposed of after construction.

B.11 **SEEDING**

- .1 **Delivery:** The materials shall be delivered to the site in the original unopened containers which shall bear the vendor's guarantee of analysis and seed will have a tag showing the year of harvest.
- .2 **Hydro Seeding:** Areas specified on drawings shall be hydro seeded and mulched upon completion of construction in accordance with O.P.S.S. 572 and with the following application rates:

Primary Seed (85 kg/ha.):	50% Creeping Red Fescue 40% Perennial Ryegrass 5% White Clover
Nurse Crop	Italian (Annual) Ryegrass at 25% of Total Weight
Fertilizer (300 kg/ha.)	8-32-16
Hydraulic Mulch (2000 kg/ha.)	Type "B"
Water (52,700 litres/ha.)	

Seeding shall not be completed after September 30.

- .3 **Hand Seeding:** Hand seeding shall be completed daily with the seed mixture and fertilizer and application rate shown under "Hydro Seeding" above. Placement of the seed shall be by means of an approved mechanical spreader. Seeding shall not be completed after September 30.









## SECTION C - TILE DRAIN

### I N D E X

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**SECTION C****TILE DRAIN****C.1 PIPE MATERIALS**

- .1 **Concrete Tile:** All tile installed under these specifications shall be sound and of first quality and shall meet all A.S.T.M. Specifications current at the time of tendering. Concrete tile shall conform to Designation C412 "Extra Quality" except that the minimum compression strengths shall be increased by 25%. Heavy Duty tile shall conform to Designation C412 "Heavy Duty Extra Quality".
- .2 **Corrugated Steel Pipe:** Unless otherwise specified, all metal pipe shall be corrugated, riveted steel pipe or helical corrugated steel pipe with a minimum wall thickness of 1.6mm (16 gauge) and shall be fully galvanized.
- .3 **Plastic Tubing:** The plans will specify the type of tubing or pipe, such as non-perforated or perforated (with or without filter material).
  - i) Corrugated Plastic Drainage Tubing shall conform to the current O.F.D.A. Standards
  - ii) Heavy Duty Corrugated Plastic Pipe shall be "Boss 1000" manufactured by the Big 'O' Drain Tile Co. Ltd. or approved equal
- .4 **Concrete Sewer Pipe:** The Designations for concrete sewer pipe shall be C14 for concrete sewer pipe 450mm (18") diameter or less; and C76 for concrete sewer pipe greater than 450mm (18") diameter. Where closed joints are specified, joints shall conform to the A.S.T.M. Specification C443.

Where concrete sewer pipe "seconds" are permitted the pipe should exhibit no damages or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements for No.1, Pipe Specifications (C14 or C76). The pipe may contain cracks or chips in the bell or spigot which could be serious enough to prevent the use of rubber gaskets, but which are not so severe that the joint could not be mortared conventionally.
- .5 **Plastic Sewer Pipe:** The plans will specify the type of sewer pipe, such as non-perforated or perforated (with or without filter material). All plastic sewer pipe and fittings shall be "Boss Poly-Tite", ULTRA-RIB", "Challenger 3000" or approved equal with a minimum stiffness of 320 kpa at 5% deflection.
- .6 **Plastic Fittings:** All plastic fittings shall be "Boss 2000" or "Challenger 2000" with split coupler joints or approved equal.

**C.2 TESTING**

The manufacturer shall provide specimens for testing if required. The random selection and testing procedures would follow the appropriate A.S.T.M. requirements for the material being supplied. The only variation is the number of tiles tested: 200mm to 525mm dia. - 5 tile tested, 600mm to 900mm dia. - 3 tile tested. The drain will be responsible for all testing costs for successful test results. Where specimens fail to meet the minimum test requirements, the manufacturer will be responsible for the costs of the unsuccessful tests. Alternately, the Engineer may accept materials on the basis of visual inspections and the receipt in writing from the Manufacturer of the results of daily production testing carried out by the Manufacturer for the types and sizes of the material being supplied.

**C.3 LINE**

Prior to stringing the tile, the Contractor shall contact the Superintendent or the Engineer in order to establish the course of the drain.

Where an existing drain is to be removed and replaced in the same trench by the new drain or where the new drain is to be installed parallel to an existing drain, the Contractor shall excavate test holes to locate the existing drain (including repairing drainage tile) at intervals along the course of the drain as directed by the Engineer and/or the Superintendent. The costs for this work shall be included in the tender price.

Where an existing drain is to be removed and replaced in the same trench by the new drain, all existing tiles shall be destroyed, and all broken tile shall be disposed of offsite.





**C.3 LINE** (cont'd)

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other water courses or at sharp corners, it shall run on a curve of at least a 15-meter radius. The new tile drain shall be constructed at an offset from and generally parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water. The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and the existing tile act together to provide the necessary capacity.

**C.4 CLEARING AND GRUBBING**

Prior to commencement of drain construction, all trees, scrub, fallen timber and debris shall be cleared and grubbed from the working area. Unless otherwise specified, the minimum width to be cleared and grubbed shall be 20 meters in all hardwood areas and 30 meters in all softwood areas (willow, poplar, etc.), the width being centred on the line of the drain.

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

**C.5 PROFILE**

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the drain in meters and decimals of a meter. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing.

**C.6 GRADE**

The Contractor shall provide and maintain in good working condition, an approved system of establishing a grade sight line to ensure the completed works conform to the profile drawing. In order to confirm the condition of his system and to eliminate the possibility of minor errors on the drawings, he shall ensure his grade sight line has been confirmed to be correct between a minimum of two control points (bench marks) and shall spot check the actual cuts and compare with the plan cuts prior to commencement of tile installation. He shall continue this procedure from control point to control point as construction of the drain progresses. When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation, using the sight line, a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made in order to conform to the as built elevation of the bore pipe. All tile improperly installed due to the Contractor not following these procedures shall be removed and replaced entirely at the Contractor's cost.

When following the procedures and a significant variation is found, the Contractor shall immediately cease operations and advise the Engineer.

**C.7 EXCAVATION**

- .1 **Trench:** Unless otherwise specified, all trenching shall be done with a recognized farm tiling machine approved by the Engineer or Superintendent. The machine shall shape the bottom of the trench to conform to the outside diameter of the pipe for a minimum width of one-half of the outside diameter. The minimum trench width shall be equal to the outside diameter of the tile to be installed plus 100mm (4") on each side unless otherwise approved. The maximum trench width shall be equal to the outside diameter of the tile to be installed plus 250mm (10") on each side unless otherwise approved.





**C.7 EXCAVATION** (cont'd)

- .2 **Scalping:** Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capacity of the Contractor's tiling machine, he shall lower the surface grade in order that the tiling machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion of backfilling, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.
- .3 **Excavator:** Where the Contractor's tiling machine consistently does not have the capacity to dig to the depths required or to excavate the minimum trench width required, he shall indicate in the appropriate place provided on the tender form his proposed methods of excavation.
- Where the use of an excavator is either specified on the drawings or approved as evidenced by the acceptance of his tender on which he has indicated the proposed use of a backhoe he shall conform to the following requirements:
- a) the topsoil shall be stripped and replaced in accordance with Section .2 "Scalping".
  - b) all tile shall be installed on a bed of 19mm crushed stone with a minimum depth of 150mm which has been shaped to conform to the lower segment of the tile.
  - c) the Contractor shall allow for the cost of the preceding requirements (including the supply of the crushed stone) in his lump sum tender price unless it is otherwise provided for in the contract documents.
- .4 **Backfilling Ditch:** Where the contract includes for a closed drain to replace an open drain and the ditch is to be backfilled, the Contractor shall install the tile and backfill the trench prior to backfilling the ditch unless otherwise noted. The distance the trench shall be located away from the ditch shall be as noted on the drawings, (beyond area required for stockpiling topsoil and backfilling). After tile installation is complete topsoil (if present) shall be stripped and stockpiled within the above limits prior to backfilling of ditch. Only tracked equipment shall be permitted to cross backfilled tile trench and must be at 90 degrees to line of tile.

**C.8 INSTALLATION**

The tile is to be laid with close fitting joints and in regular grade and alignment in accordance with the plan and profile drawings. The tiles are to be bevelled, if necessary, to ensure close joints (in particular around curves). Where, in heavy clay soils, the width of a joint exceeds 10mm the joint shall be wrapped with filter cloth as below. Where the width of a joint exceeds 12mm the tile shall first be removed and the joint bevelled to reduce the gap. The maximum deflection of one tile joint shall be 15 degrees. Where a drain connects to standard or ditch inlet catchbasins or junction box structures, the Contractor shall include in his tender price for the supply and installation of compacted Granular 'A' bedding under areas backfilled from the underside of the pipe to undisturbed soil. The connections will then be grouted.

Where a tile drain passes through a bore pit, the Tile Contractor shall include in his tender price for the supply and placement of compacted Granular "A" bedding from the underside of the pipe down to undisturbed soil within the limits of the bore pit.

As above and where soil conditions warrant, the Engineer may require (or as specified on the drawings) that each tile joint be wrapped with synthetic filter cloth. The width of the filter cloth shall be 300mm wide for tile sizes of 150mm to 300mm and 400mm wide for sizes of 350mm to 750mm. The filter cloth shall cover the full perimeter of the tile and overlap a minimum of 100mm or as specified on the drawings. The type of cloth shall be Mirafi 140NL for loam soils and 150N for sandy soil. Any such work not shown on the drawings shall be considered as an addition to the contract price unless specified on the drawings.

**C.9 ROAD AND LANEWAY SUB-SURFACE CROSSINGS**

All road and laneway crossings may be made with an open cut in accordance with standard detailed drawings in the specifications or on the drawings. The exact location of the crossing shall be verified and approved by the Road Authority and the Engineer and/or Superintendent.





**C.10 BACKFILLING**

As the laying of the tile progresses, blinding up to the springline including compaction by tamping (by hand) is to be made on both sides of the tile. No tile shall be backfilled until inspected by the Engineer or Drainage Superintendent unless otherwise approved by the Engineer.

The remainder of the trench shall be backfilled with special care being taken in backfilling up to a height approximately 150mm above the top of the tile to ensure that no tile breakage occurs. During the backfilling operation no equipment shall be operated in a way that would transfer loads onto the tile trench. Surplus material is to be mounded over the tile trench so that when settlement takes place the natural surface of the ground will be restored. Upon completion, a minimum cover of 600mm is required over all tile. Where stones larger than 150mm are present in the backfill material, they shall be separated from the material and disposed of by the Contractor.

Where a drain crosses a lawn area, the backfilling shall be carried out as above except that, unless otherwise specified, the backfill material shall be mechanically compacted to eliminate settlement.

**C.11 UNSTABLE SOIL**

The Contractor shall immediately contact the Engineer or Superintendent if quicksand is encountered, such that installation with a tiling machine is not possible. The Engineer shall, after consultation with the Superintendent and Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation. Where directed by the Engineer, test holes are to be dug to determine the extent of the affected area. Cost of test holes shall be considered an addition to the contract price.

**C.12 ROCKS**

The Contractor shall immediately contact the Engineer or Superintendent if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a tiling machine. The Engineer or Superintendent may direct the Contractor to use some other method of excavating to install the drain. The basis of payment for this work shall be determined by the Engineer and Drainage Superintendent.

If only scattered large stones or boulders are removed on any project, the Contractor shall haul same to a nearby bush or fence line, or such other convenient location as approved by the Landowners(s).

**C.13 BROKEN, DAMAGED TILE OR EXCESS TILE**

The Contractor shall remove and dispose of off-site all broken (existing or new), damaged or excess tile or tiles. If the tile is supplied by the Municipality, the Contractor shall stockpile all excess tile in readily accessible locations for pickup by the Municipality upon the completion of the job.

**C.14 TRIBUTARY DRAINS**

Any tributary tile encountered in the course of the drain shall be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary tile drains encountered are clean or reasonably clean, they shall be connected into the new drain. Where existing drains are full of sediment, or contain pollutants, the decision to connect those drains to the new drain shall be left to the Engineer or Superintendent. Each tributary tile connection made by the Contractor shall be located and marked with a stake and no backfilling shall take place until the connection has been approved by the Engineer or Superintendent.

For tributary drains 150mm dia. or smaller connected to new tiles 250mm dia. or larger, and for 200mm dia. connected to 350mm dia. or larger, the Contractor shall neatly cut a hole in the middle of a tile length. The connections shall be made using a prefabricated adaptor. All other connections shall be made with prefabricated wyes or tees conforming to Boss 2000 split coupler or approved equal.

Where an open drain is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain. All existing metal outlet pipes shall be carefully removed, salvaged, and left for the owner. Where the grade of the connection passes through the newly placed backfill in the ditch, the backfill material below the connection shall be thoroughly compacted and metal pipe of a size compatible with the tile outlet shall be installed so that a minimum length of 2 meters at each end is extending into undisturbed soil.





**C.14 TRIBUTARY DRAINS** (cont'd)

Where locations of tiles are shown on the drawings the Contractor shall include in his tender price, all costs for connecting those tiles to the new drain regardless of length.

Where tiles not shown on the drawings are encountered in the course of the drain, and are to be connected to the new drain, the Contractor shall be paid for each connection at the rate outlined in the Form of Tender and Agreement.

**C.15 OUTLET PIPES**

Corrugated steel pipe shall be used to protect the tile at its outlet. It shall have a hinged metal grate with a maximum spacing between bars of 40mm. The corrugated steel pipe shall be bevelled at the end to generally conform to the slope of the ditch bank and shall be of sufficient size that the tile can be inserted into it to provide a solid connection. The connection will then be grouted immediately.

The installation of the outlet pipe and the required rip-rap protection shall conform to the standard detailed drawing as noted on the drawing.

**C.16 CATCHBASINS AND JUNCTION BOXES**

- .1 **Catchbasins:** Unless otherwise noted or approved, catchbasins shall be in accordance with O.P.S.D. 705.010, 705.030. All catchbasins shall include two - 150mm riser sections for future adjustments. All ditch inlet catchbasins shall include one 150mm riser section for future adjustments. The catchbasin top shall be a "Bird Cage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catchbasin with bolts into the concrete. Spacing of bars on grates for use on 600mmx600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmx600mm shall be 90mm with a steel angle frame.

The exact location and elevation of catchbasins shall be approved by the Road Authority or the Engineer/Superintendent. Catchbasins offset from the drain shall have "Boss 2000" 200mm diameter leads or approved equal unless otherwise noted and the leads shall have a minimum of 600mm of cover. The leads shall be securely grouted at the structures and the drain.

- .2 **Junction Boxes:** Junction boxes shall be the precast type unless otherwise approved. Dimensions for precast junction boxes shall conform to those for catchbasins. The inside dimensions of the box shall be a minimum of 100mm larger than the outside diameter of the largest pipe being connected. The minimum cover over the junction box shall be 600mm. Benching to spring line shall be supplied with all junction boxes.
- .3 **Connections:** Catchbasins and junction boxes shall not be ordered until elevations of existing pipes being connected have been verified in the field as indicated on the drawings. All connections shall be securely grouted at both the inside and outside walls of the structure.
- .4 **Installation:** Where the native material is clay, all catchbasins shall be backfilled with an approved granular material placed and compacted to a minimum width of 300mm on all sides with the following exception. Where the native material is sandy or granular in nature it may be used as backfill. Filter cloth shall be placed between the riser sections of all catchbasins.

Where the Contractor has over excavated or where ground conditions warrant, the structure shall be installed on a compacted granular base.

The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. Topsoil shall be distributed to a 65mm thickness and seeded unless otherwise specified. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 meters each way from all catchbasins.





**C.17 BLIND INLETS**

Where specified, blind inlets shall be installed along the course of the drain in accordance with details on the drawings.

**C.18 GRASSED WATERWAY**

Topsoil to be stripped from construction area and stockpiled prior to construction of waterway. Waterway to be graded into a parabolic shape to the width shown on the drawings. Topsoil to be relevelled over the waterway and other areas disturbed by construction.

Waterway to be prepared for seeding by harrowing and then seeded by drilling followed by rolling. Seeding rate to be 85 Kg/Ha with the following mixture:

- 30% Canon Canada Bluegrass
- 25% Koket Chewings Fescue
- 30% Rebel Tall Fescue
- 15% Diplomat Perennial Rye
- Plus #125 Birdsfoot Trefoil (25% of Total Weight)

**C.19 BACKFILLING EXISTING DITCHES**

The Contractor shall backfill the ditch sufficiently for traversing by farm machinery. If sufficient material is not available from the old spoil banks to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled ditch unless otherwise specified on the contract drawings. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period. The final grade of the backfilled ditch shall provide an outlet for surface water.

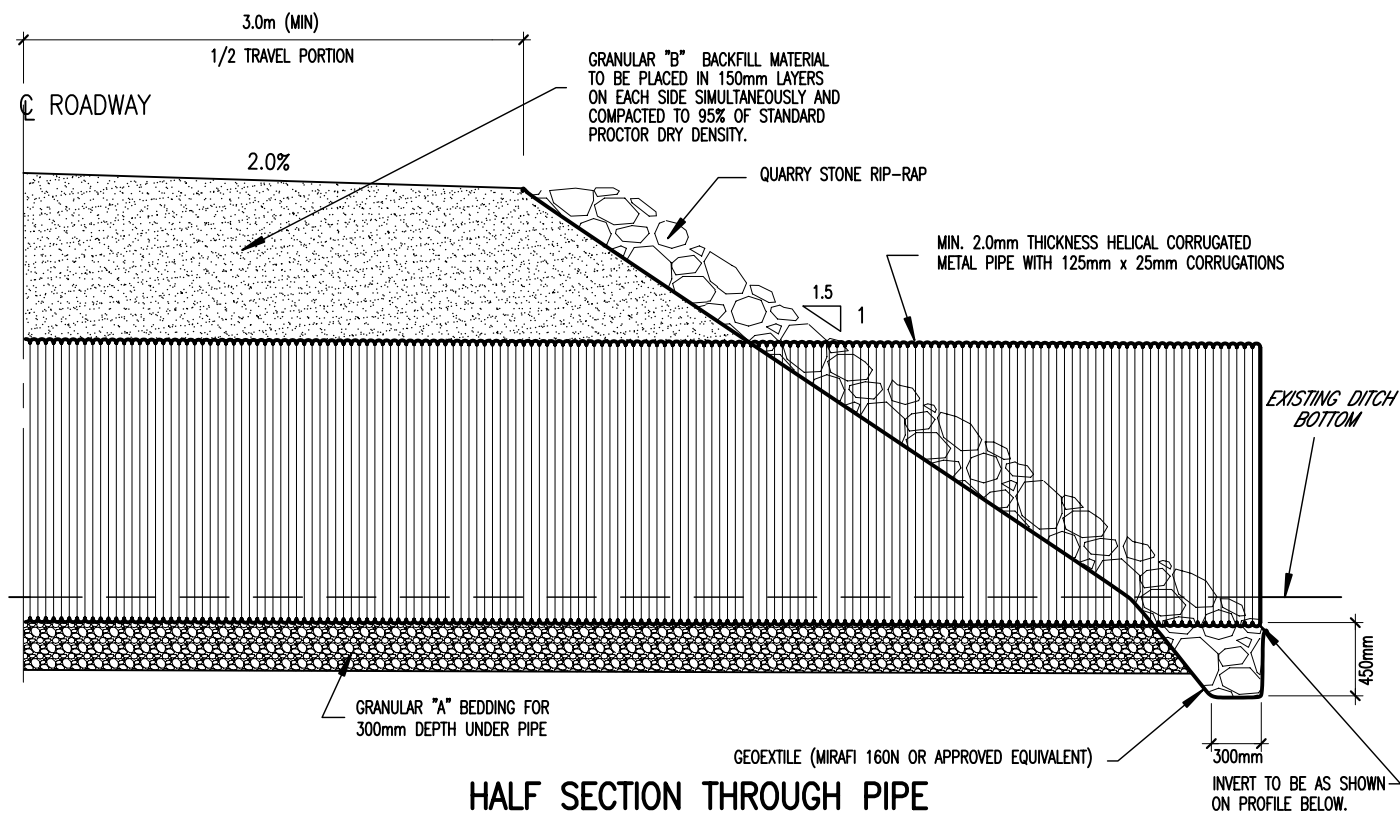
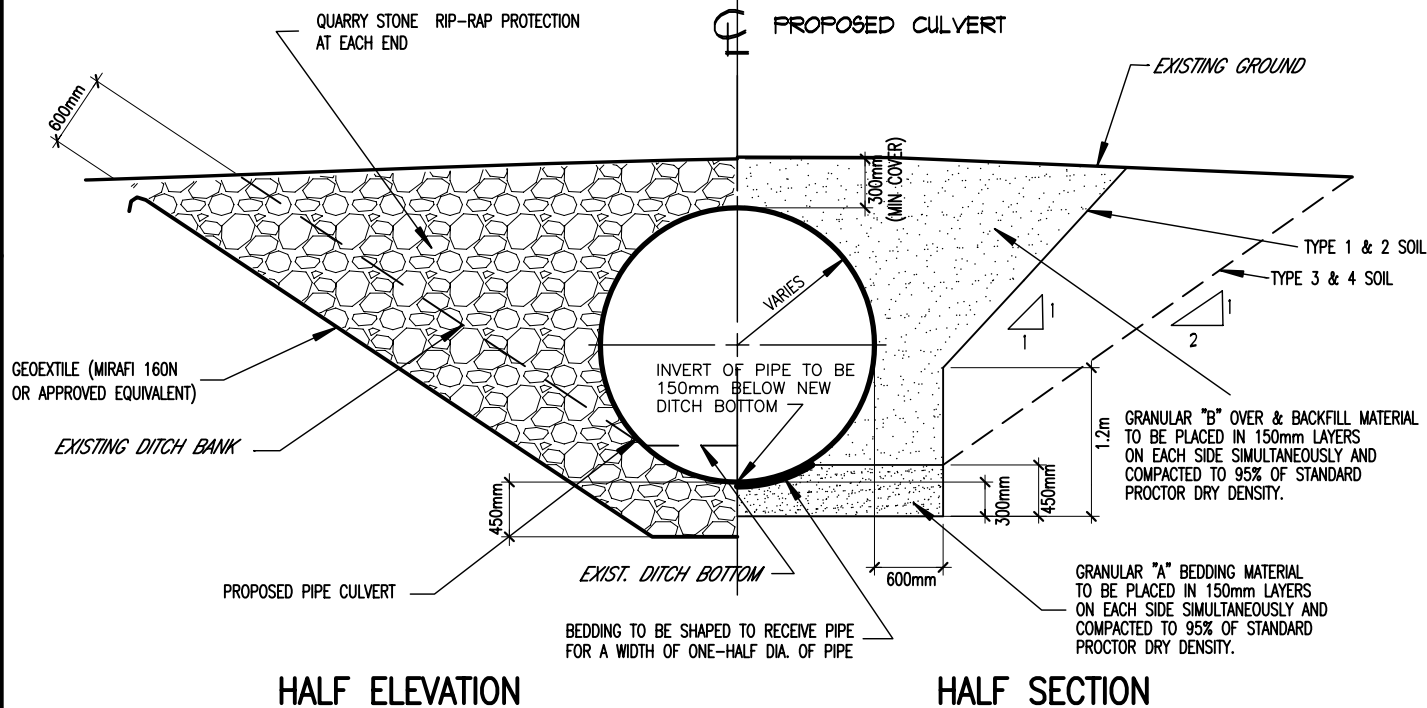
**C.20 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEM**

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

The requirements of licensing of operators, etc. which apply to the installation of closed drains under the Tile Drainage Act shall also be applicable to this contract in full unless approval otherwise is given in advance by the Engineer.







#### NOTES

- 1) WHERE THE CULVERT IS TO BE INSTALLED IN POOR SOIL CONDITIONS, THE BEDDING MATERIAL SHALL BE 19mm CRUSHED STONE COMPLETELY WRAPPED IN GEOTEXTILE SUCH AS MIRAFI 160N OR APPROVED EQUIVALENT.

#### TYPICAL FARM CULVERT INSTALLATION DETAIL

Scale: N.T.S.

Approved by:

Date: January 1983

Drawn by: jk

M.P.D.

Revised: November 2000

ELEVATION &amp; SECTION




**SPRIET ASSOCIATES LONDON LIMITED**  
CONSULTING ENGINEERS ARCHITECTS

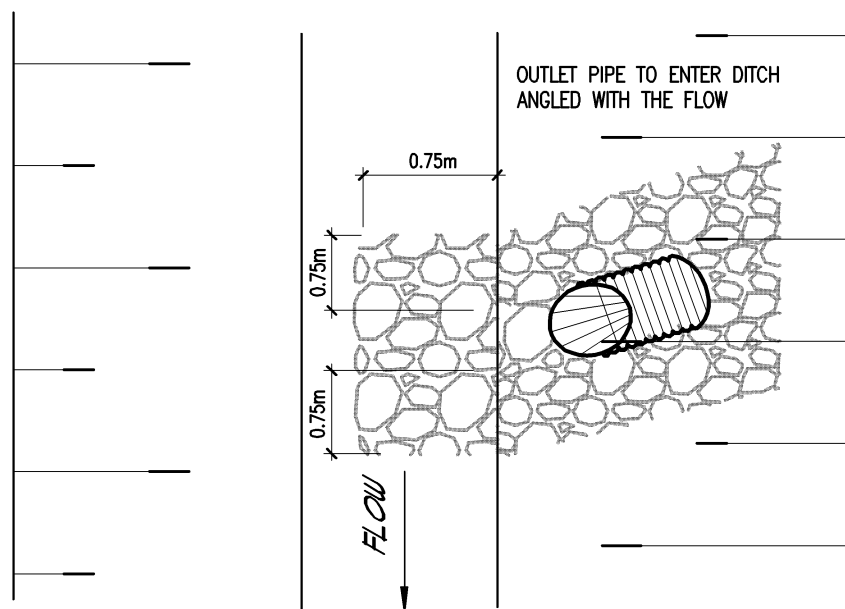
STANDARD  
DETAILED  
DRAWING  
No. **01**





<b>TYPICAL INSTALLATION DETAIL FOR SEWER PIPE UNDER DRIVEWAYS AND TRAVELLED PORTIONS OF ROADS</b>		
Scale: N.T.S.	Approved by:	Date: January 1983
Drawn by: jk	M.P.D.	Revised: JULY 2018
<b>ELEVATION &amp; SECTION</b>		STANDARD DETAILED DRAWING  <b>No. 02</b>
 <b>SPRIET ASSOCIATES LONDON LIMITED</b> CONSULTING ENGINEERS ARCHITECTS		

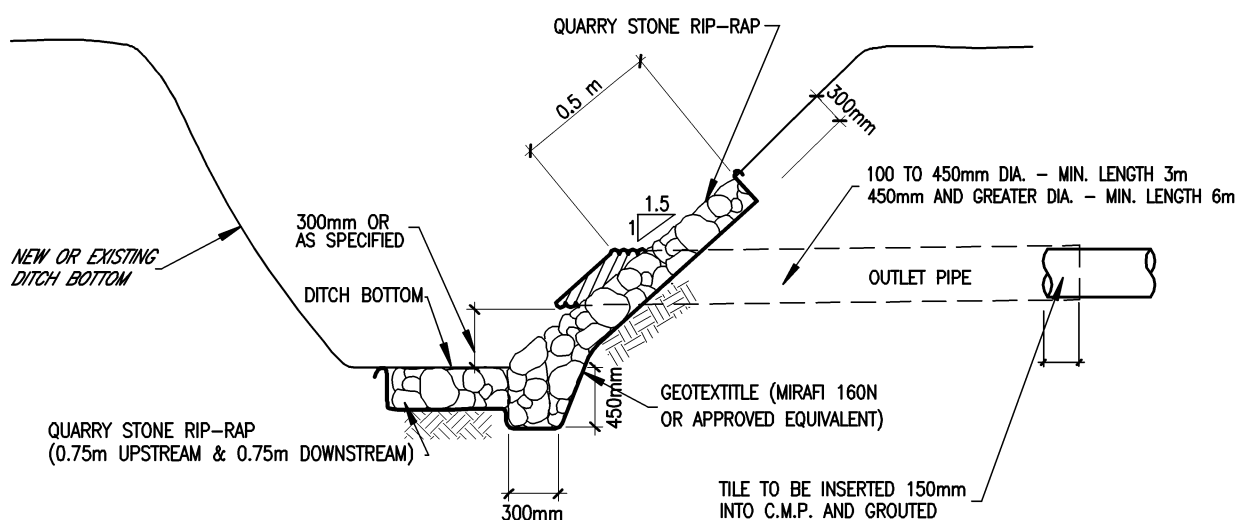




## PLAN

## NOTES

1. WHERE THE DISTURBED AREA EXCEEDS THE MIN. WIDTHS, RIP-RAP TO EXTEND TO A MIN. OF 600mm BEYOND THE DISTURBED AREA




## TYPICAL OUTLET RIP-RAP

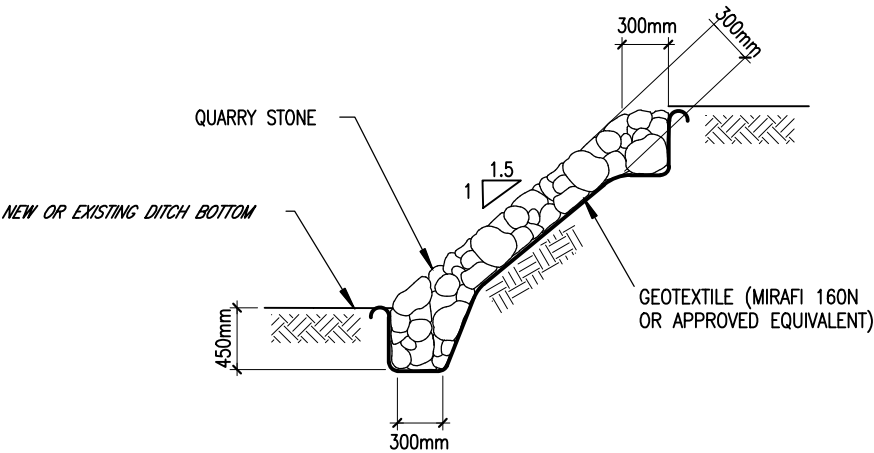
## NOTES

1. RIP--RAP TO EXTEND UP THE SLOPE  
0.5 METER ABOVE TOP OF OUTLET
2. WHERE SURFACE RUN ENTERS DITCH AT OUTLET  
PIPE, A ROCK CHUTE SHALL BE INSTALLED  
(SEE S.D.D. No. 05) AND PIPE SHALL BE  
INSTALLED ADJACENT TO ROCK CHUTE.
3. HINGED RODENT GATE TO BE AFFIXED TO END  
OF OUTLET PIPE.

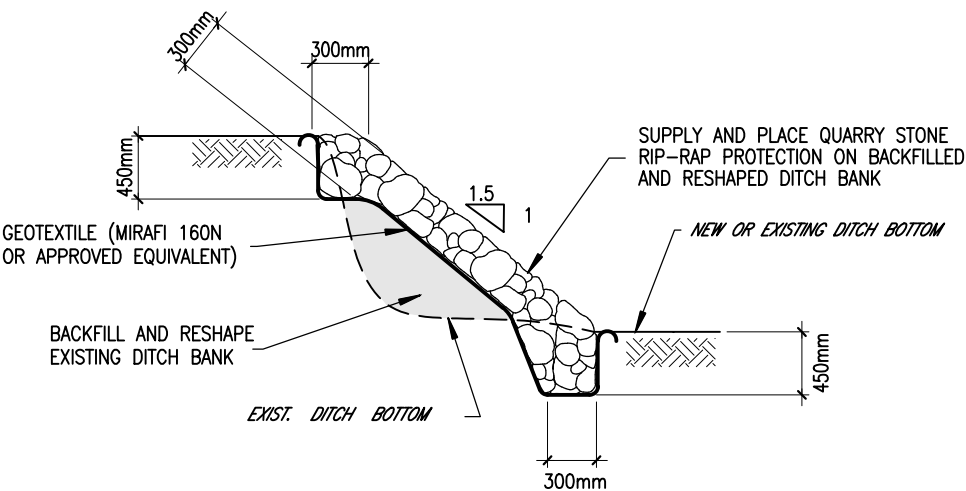
**TYPICAL OUTLET RIP-RAP THROUGH  
SIDE SLOPE OF DITCH**

Scale: N.T.S.	Approved by:	Date: November 2000
Drawn by: jk	M.P.D.	Revised: January 2009
<div>PLAN &amp; SECTION</div> <div>  <b>SPRIET ASSOCIATES LONDON LIMITED</b>  CONSULTING ENGINEERS ARCHITECTS </div>		STANDARD DETAILED DRAWING No. <b>03</b>





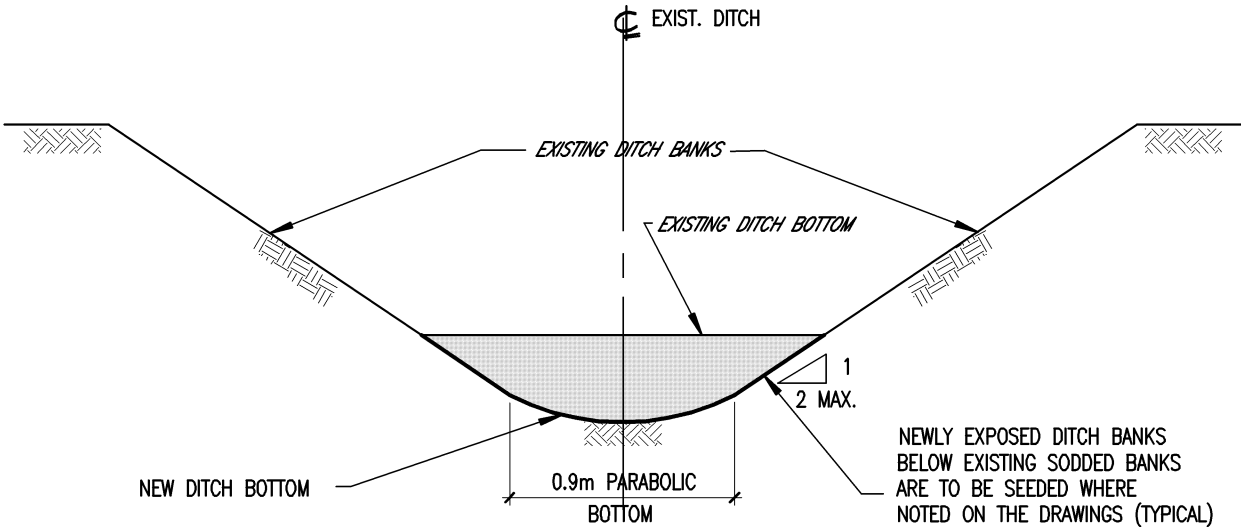
**TYPICAL DITCH BANK RIP-RAP**



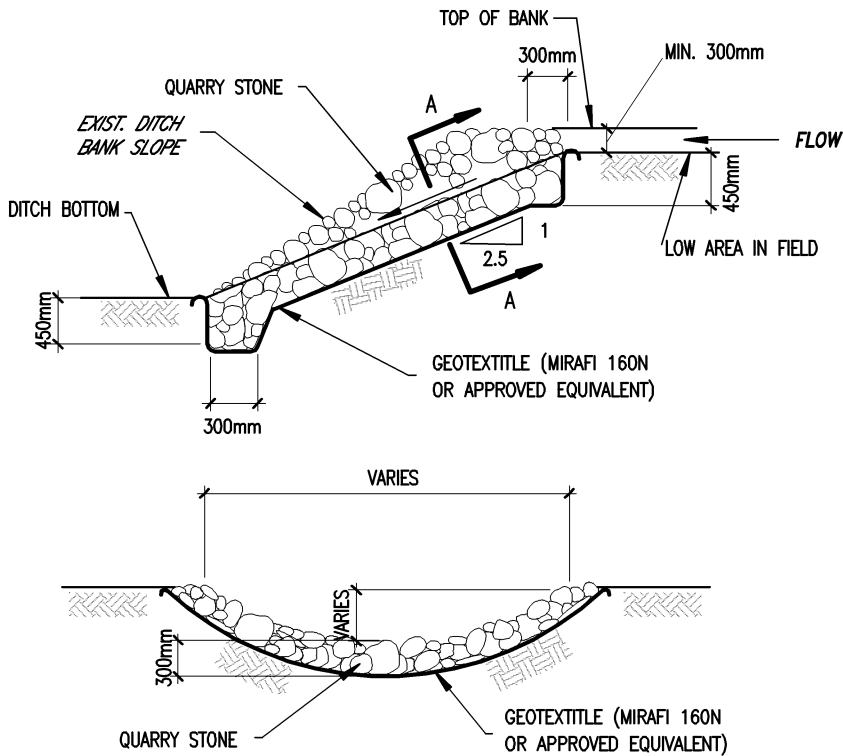
**TYPICAL DITCH BANK RIP-RAP  
WITH BACKFILLING OF WASHOUT**

TYPICAL DITCH BANK RIP-RAP DETAILS			
Scale: N.T.S.	Approved by:	Date: July 2000	
Drawn by: jk	M.P.D.	Revised: November 2000	
SECTIONS			STANDARD DETAILED DRAWING
SPRIET ASSOCIATES LONDON LIMITED CONSULTING ENGINEERS ARCHITECTS			No. 04





**TYPICAL DITCH BOTTOM CLEANOUT**



**SECTION A-A**

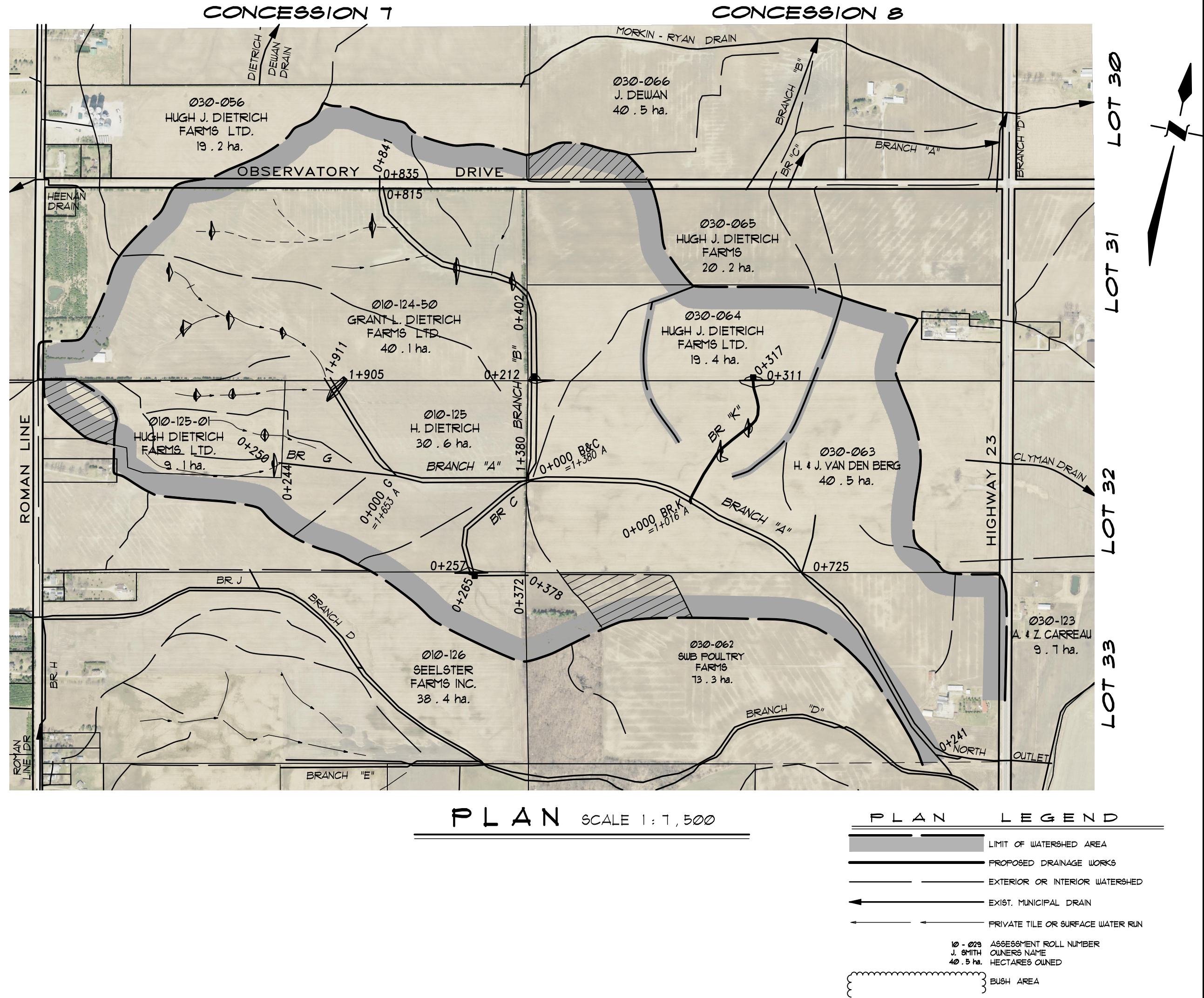
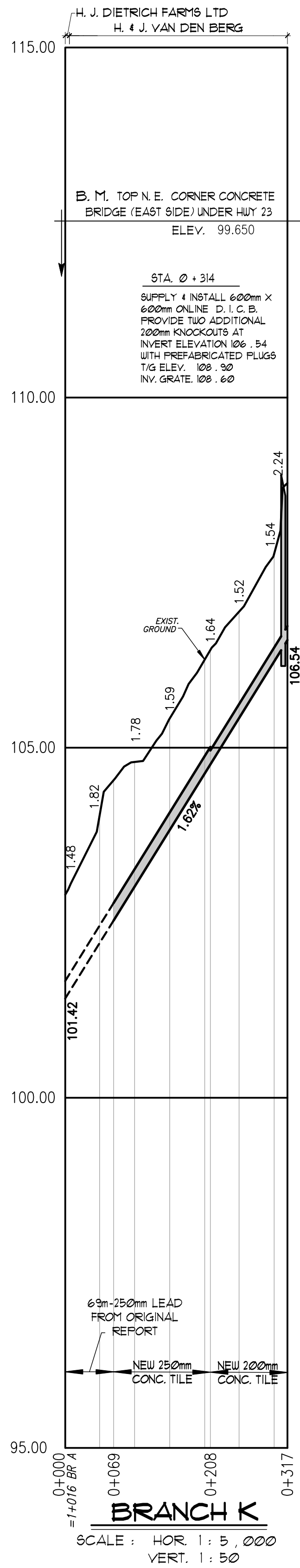
**TYPICAL ROCK CHUTE**

TYPICAL DITCH BOTTOM CLEANOUT TYPICAL ROCK CHUTE CONSTRUCTION		
Scale: N.T.S.	Approved by:	Date: November 2000
Drawn by: jk	M.P.D.	Revised:
SECTIONS		STANDARD DETAILED DRAWING No. 05
SPRIET ASSOCIATES LONDON LIMITED CONSULTING ENGINEERS ARCHITECTS		



- 7/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:
  - a) CLOSED PORTIONS - 20 meters
- 8/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.
- 9/ a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADERS CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.  
b) CONTRACTOR TO NOTIFY ALL UTILITIES 72 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.  
c) THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR, EXCEPT IF ROAD RESTORATION IS REQUIRED.
- 10/ TURF REINFORCEMENT MAT SHALL BE " NORTH AMERICAN GREEN C 350 " OR APPROVED EQUAL. MAT SHALL BE INSTALLED ON SEEDBED BANK IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS WITH THE FOLLOWING EXCEPTIONS:
  - a) STAPLES TO BE 200mm LONG AND SHALL BE INSTALLED TO MANUFACTURER'S " D " PATTERN
  - b) MAT TO BE KEPTED 300mm BELOW DITCH BOTTOM, 200mm INTO BANK SLOPE AT UPSTREAM LIMIT AND SHALL BE STAPLED 200mm BELOW TOE OF BANK.
- 11/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT , AND THE AFFECTED OWNERS . ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING .
- 12/ ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO "SECTION C. 1 " IN THE SPECIFICATIONS.
  - a) SEWER PIPE TO BE CONCRETE, H. D. P. E. PLASTIC 320 MPA (BELL & SPIGOT WITH RUBBER GASKETS, CONFORMING TO C.S.A. 1076-08), P.V.C ULTRA RIB OR P.V.C SDR 35
  - b) CONCRETE TILE SHALL BE HEAVY DUTY, UNLESS SPECIFIED AS 2000 D OR 3400 D ON PROFILE.
  - c) PLASTIC TILE SHALL BE PERFORATED AGRICULTURAL TUBING WITH FILTER SOCK CONFORMING TO TERRAFLEX 100R, TEXEL F-100 ID OR APPROVED EQUAL.
- 13/ ALL CATCHBASINS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH "SECTION C. 16 " IN THE SPECIFICATIONS , EXCEPT AS FOLLOWS :
  - a) ALL OFF-SET CATCHBASIN LEADS TO BE CONNECTED TO NEW TILE DRAIN WITH PRE-FABRICATED " WYES " OR "TEES"

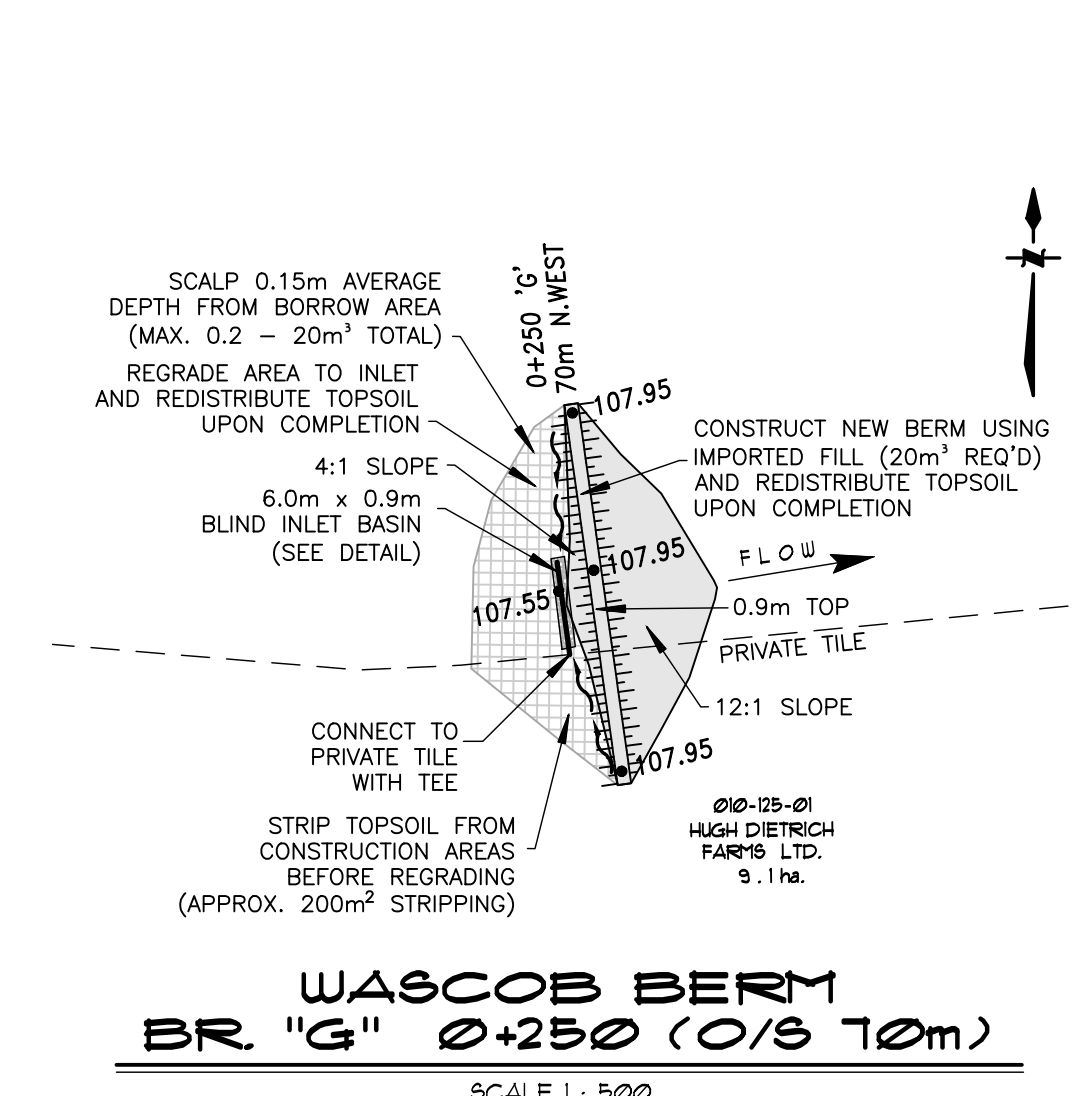
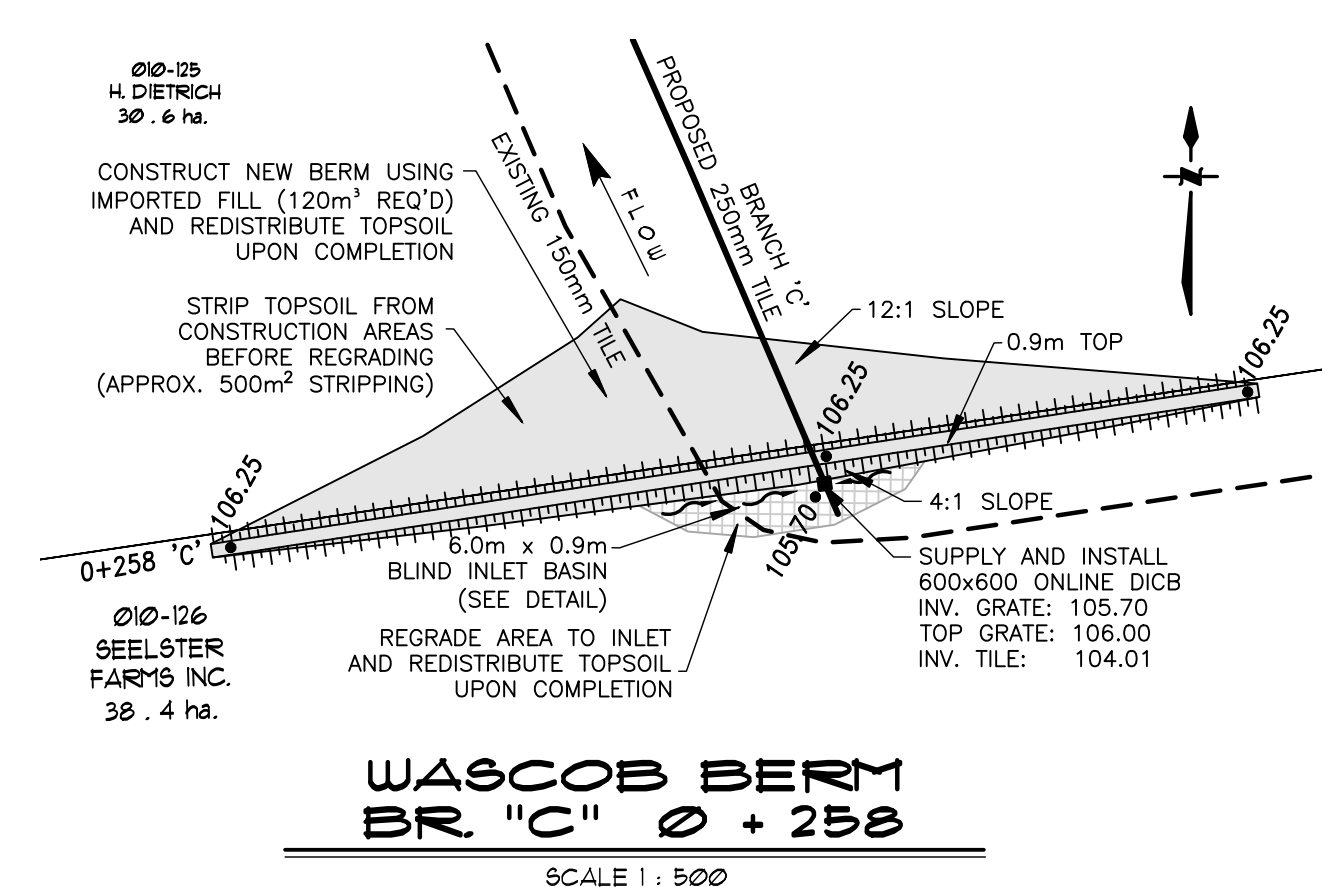
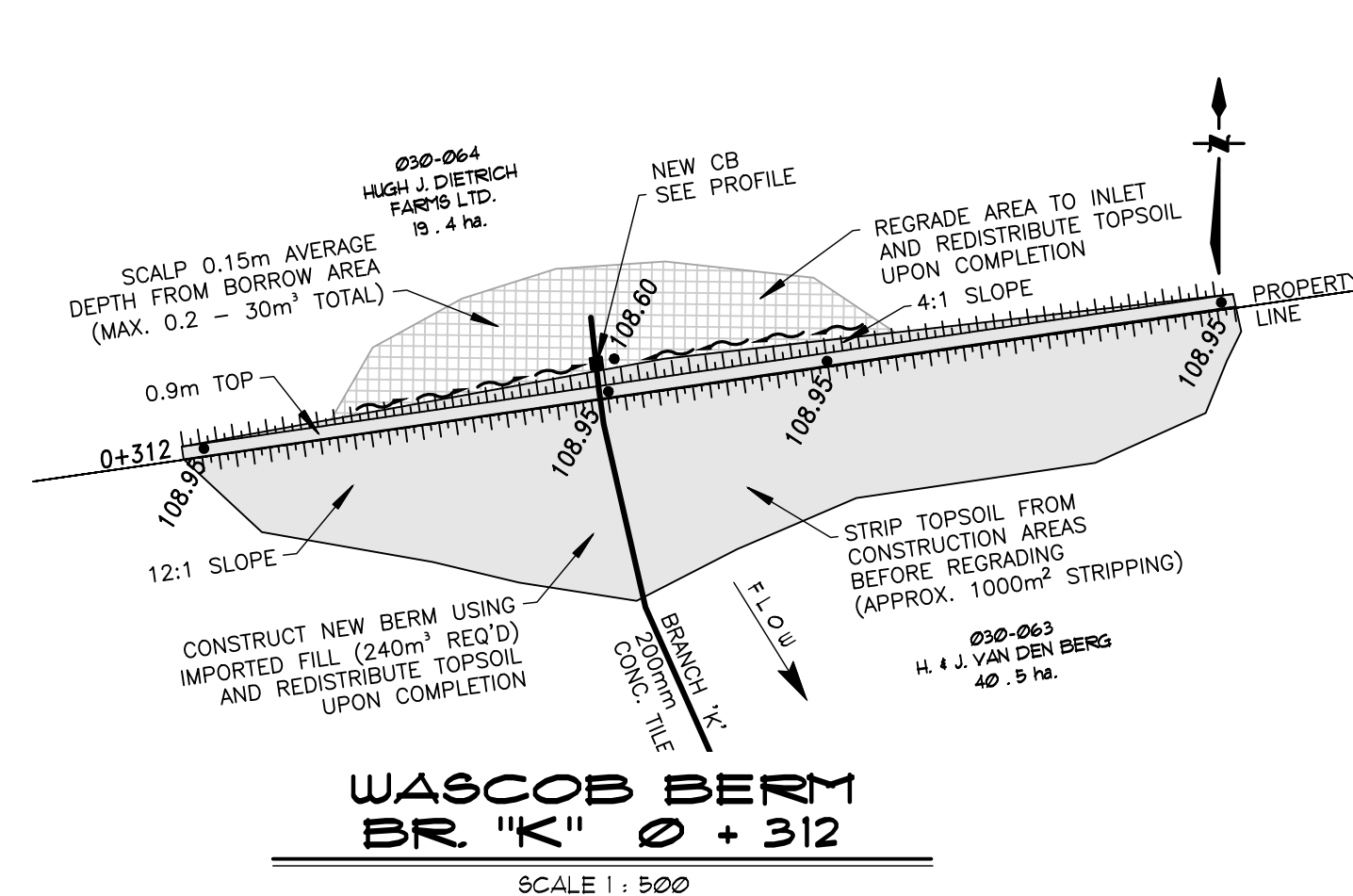
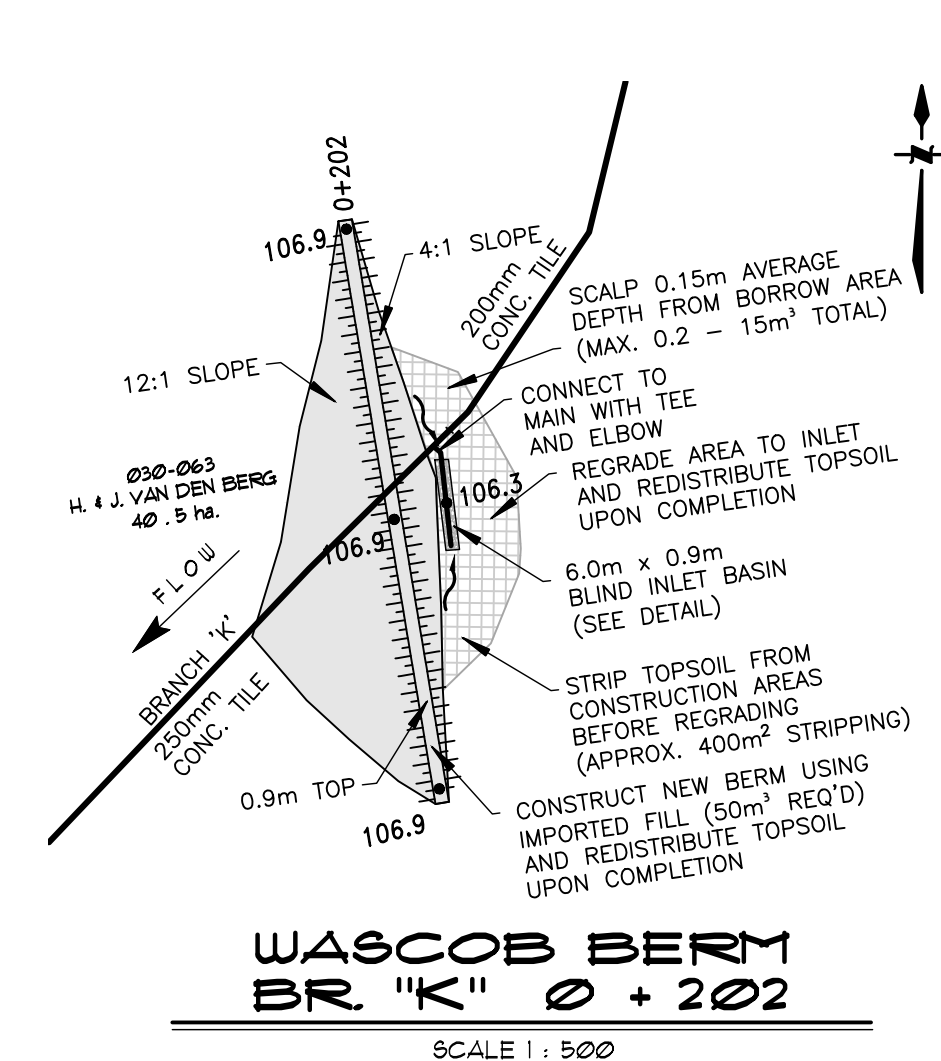
- a) NEW TILE DRAIN TO BE LOCATED IN THE SAME LOCATION AS EXISTING DRAIN. EXACT LOCATION OF DRAIN TO BE CONFIRMED AT TIME OF CONSTRUCTION BY ENGINEER.
- b) EXISTING TILE DRAINS TO BE EXPOSED IN AS MANY LOCATIONS AS ARE NECESSARY TO CONFIRM THEIR EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION WITH SUFFICIENT TIME TO CONFIRM STRUCTURE (JUNCTION BOXES, CATCHBASINS, ETC.) LOCATION & ELEVATIONS. EXACT LOCATION OF NEW TILE DRAINS AND STRUCTURES TO BE CONFIRMED BY ENGINEER.
- 10) a) INSTALLATION OF TILE AND TRENCH WIDTHS SHALL BE IN ACCORDANCE WITH "SECTION C - TILE DRAIN" IN THE SPECIFICATIONS.
- b) SEWER PIPE TO BE INSTALLED IN ACCORDANCE WITH DETAIL "A"
- c) ALL CONCRETE TILE AND TILE-PIPE JOINTS TO BE WRAPPED WITH GEOTEXTILE IN ACCORDANCE WITH "SECTION C-8" IN THE SPECIFICATIONS.
- d) NO CONSTRUCTION EQUIPMENT OR FARM MACHINERY SHALL CROSS OVER THE MOUNDING BACKFILLED TILE TRENCHES UNTIL SUFFICIENT SETTLEMENT HAS OCCURRED.
- e) STRIP AND STOCKPILE TOPSOIL FROM CONSTRUCTION AREA (4 metre width) EXCEPT LANEWAYS & ROADWAYS. EXCESS SPOIL TO BE LEVELLED AND TOPSOIL RELEVELLED OVER SPOIL MOUNDING TRENCH AND REMAINING CONSTRUCTION AREA.
- 11) a) THE CONTRACTOR SHALL ENSURE THAT ALL TRIBUTARY DRAINS ARE CONNECTED DURING TIME OF CONSTRUCTION. ANY MISSED TILE CONNECTIONS THAT ARE FOUND DURING THE WARRANTY PERIOD OF THE CONTRACT SHALL BE COMPLETED BY THE CONTRACTOR AND SHALL BE PAID THE AMOUNT SET OUT ON PAGE 2 OF THE "FORM OF TENDER". NO ADDITIONAL PAYMENT FOR MOBILIZATION WILL BE ALLOWED. THE CONTRACTOR IS NOT RESPONSIBLE FOR COMPLETING MISSED TILE CONNECTIONS THAT ARE FOUND AFTER THE WARRANTY PERIOD FOR THE CONTRACT HAS EXPIRED.
- b) ALL TILE CONNECTIONS TO BE MADE WITH CORING MACHINE AND PLASTIC ADAPTOR OR PREFABRICATED FITTINGS.
- c) THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH A LIST SHOWING STATIONS OF ALL TILE CONNECTIONS UPON COMPLETION OF CONSTRUCTION.
- 12) SILT FENCE TO BE PLACED OVER CATCH BASIN AT 574.0 ± 000 "L" PRIOR TO CONSTRUCTION. SILT FENCE AND SILT TO BE REMOVED AND DISPOSED OF AFTER CONSTRUCTION.



# BLAKE DRAIN 2021 - ADDENDUM

## Township of Lucan Biddulph





 **SPRIET ASSOCIATES**  
LONDON CONSULTING ENGINEERS LIMITED  
155 YORK STREET — LONDON (519) 672-4100 — N6A 1A8



NOTICE OF SITTING OF COURT OF REVISION

The Drainage Act, R.S.O. 1990, chapter D17, section 46(1) (2).

**CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH**  
**BOX 190, LUCAN, ON NOM 2JO**

**RE : Blake Municipal Drain 2021**

Take notice that your property is assessed for the construction and improvement of the above mentioned drainage works under section 4 and 78 of the *Drainage Act*. Attached is the provisional by-law exclusive of the engineer's report. Details of your assessment are contained in the engineer's report dated March 26, 2021, which was previously sent to you or is available on-line at :  
([www.lucanbiddulph.on.ca/residents/municipal-drains](http://www.lucanbiddulph.on.ca/residents/municipal-drains)).

An owner of land assessed for the drainage works may appeal to the Court of Revision on any of the following grounds :

- Any land or road has been assessed an amount that is too high or too low;
- Any land or road that should have been assessed has not been assessed;  
and/or
- Due consideration has not been given to the use being made of the land.

Pursuant to section 52(1) of the *Drainage Act*, objections or appeals to the assessment must be forwarded in writing, to the attention of the undersigned, at least ten (10) days prior to the date of the Court of Revision.

**The Court of Revision will take place:**

**Date: June 1, 2021**

**Time: 6:00 pm**

**Location: Electronically via ZOOM**

The meeting will be broadcast live - below is the YouTube Link -

[https://www.youtube.com/channel/UCeA4Y0M03UFY2O\\_nbymnWHg](https://www.youtube.com/channel/UCeA4Y0M03UFY2O_nbymnWHg)

A link will also be posted in the meeting agenda on the Township of Lucan Biddulph website - [https://www.lucanbiddulph.on.ca/](http://www.lucanbiddulph.on.ca/) , which will be posted by 4:00 pm on Friday May 28th.

**Name of Clerk: Ronald Reymer**

**Name of Municipality: Township of Lucan Biddulph**

Signature: 

Date: May 4, 2021

**Right of Appeal** – Any owner of land or public utility affected by the above mentioned drainage works may appeal to the Referee regarding legal issues or the Agriculture, Food and Rural Affairs Tribunal regarding technical issues within forty (40) days of the sending of this notice. Drainage Act, R.S.O. 1990, c. D. 17, subs. 47(1) and 48 (1).



**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph**



**SPRIET  
ASSOCIATES**  
ENGINEERS & ARCHITECTS

155 York Street  
London, Ontario N6A 1A8  
Tel. (519) 672-4100  
Fax (519) 433-9351  
E-mail MAIL@SPRIET.ON.CA

Our Job No. 220043

March 26, 2021



London, Ontario  
March 26, 2021

## **BLAKE DRAIN 2021**

### **Township of Lucan Biddulph**

To the Mayor and Council of  
The Township of Lucan Biddulph

Mayor and Council:

We are pleased to present our report on the reconstruction of the Blake Municipal Drain serving parts of Lots 30 to 33, Concessions 7 to 9, parts of Lots 1 and 2, Concession S.B., and parts of Lots 9 to 12, Concession N.L.R. (geographic Biddulph) in the Township of Lucan Biddulph.

### **AUTHORIZATION**

This report was prepared pursuant to Sections 4 and 78 of the Drainage Act in accordance with instructions received from your Municipality with respect to a motion of Council.

The work on the existing Blake Drains was initiated by a request signed by some of the affected landowners. The Branches 'F' to 'J' and the upstream extension of Branch 'D' were initiated by a petition signed by the owners whose lands contain over 60 percent of the area requiring drainage.

### **DRAINAGE AREA**

The total watershed area as described above contains approximately 305.7 hectares. The area requiring drainage for Branch 'F' and the upstream extension of Branch 'D' is described as part of Lot 10, Concession N.L.R. and the area requiring drainage for Branch 'G' is described as the northwest part of Lot 32, Concession 7. The area requiring drainage for Branches 'H' and 'J' is described as part of Lot 33, Concession 7.

### **HISTORY**

The Blake Drain was originally constructed pursuant to a report submitted by A.J. DeVos, P. Eng., dated December 15, 1981 and consists of Branches 'A' to 'D'. Branches 'A', 'B', and 'C' serve the northern part of the watershed with Branch 'A' having an outlet in the Elginfield Drain on the east side of Mitchell Line (Highway 23). Branch 'D' serves the southern part of the watershed. It outlets into the Elginfield Drain on the south side of Mitchell Line in Lot 2, Concession S.B. The entire drain consists of 5,586 meters of 150mm to 525mm concrete field tile.





## HISTORY (cont'd)

Branch 'E' was constructed pursuant to a further report by A.J. DeVos, P.Eng., dated April 15, 1982. This drain serves the southwest portion of the watershed, part of Lots 11 and 12, Concession N.L.R. and part of Lot 33, Concession 7. It consists of 400 meters of 300mm to 400mm concrete field tile and outlets into Branch 'D' at the line between Concessions 7 and N.L.R.

## EXISTING DRAINAGE CONDITIONS

Site meetings were held with respect to the project and through later discussions, the owners and the UTRCA reported and requested the following:

- that there is erosion in the lower portions of the Branches 'A' and 'D'
- that portions of the watershed have been systematically tiled
- that the existing drains are too small to provide a proper surface and sub-surface drainage outlet
- that the existing Branches 'A' to 'E' be twinned to meet a 51mm and 63mm (lower slope of areas) per 24-hour design capacity and that Branch 'D' be extended upstream to provide a legal sub-surface drainage outlet for the westerly portion of the watershed in the Frans Livestock Inc. (Roll No. 010-167-01) property
- that a private 150mm tile, running through the residential lot (Roll No. 010-167-10) in the above property to connect systematic tiling on to the south, be incorporated as a municipal branch to this drain to provide a legal sub-surface drainage outlet at that location
- that a new branch be constructed from Branch 'A' west to the Hugh Dietrich Farms Ltd. property (Roll No. 010-125-01) in order to provide a legal sub-surface outlet
- that Water and Sediment Control Basins (WASCoB's) be constructed along the route of the drains throughout to reduce / limit erosion along the drain and peak flows entering the Elginfield open ditch
- that the owners on Branch 'B', 'C', and the upper portion of Branch 'A' are planning to privately construct WASCoB berms on their properties with the assistance of the UTRCA

A field investigation and survey were completed. Upon reviewing our findings, we note the following:

- that the existing Blake Drain branches are undersized by today's standards but in good working condition
- that there is erosion through the surface runs along portions of the drain and flooding of some low-lying areas
- that the lower portions of the drains have a steeper gradient which contributes to the erosion





### EXISTING DRAINAGE CONDITIONS (cont'd)

- that the affected area in Lot 9, Concession N.L.R. and northeast and southwest part of Lot 32, Concession 7 do not have a proper sub-surface or surface drainage outlet
- that the Roman Line Municipal Drain outlets into a private tile approximately 240 meters south of the Branch 'D' Roman Line crossing. The private tile is a 200mm smooth wall plastic tile which runs parallel to the east side of Roman Line on private property and connects into the existing Branch 'D'
- that there is erosion around the bend of the Elginfield Drain ditch at the Branch 'D' outlet just downstream of the Mitchell Line (Highway 23) bridge
- that there are planted trees along the 1981 Branch 'A' tile from Mitchell Line to the Elginfield Drain in Lot 33, Concession 9 which are within the existing working space and may present a future issue due to the roots entering the tile

Preliminary design, cost estimates and assessments, including WASCoB berms, were prepared, and an informal public meeting was held to review the findings and preliminary proposals. The following input and requests were provided by the affected owners at that time and at later dates:

- that the designated WASCoB berms be included in the drainage system
- that the existing tile to be incorporated (Branch 'F') be relocated around the residential lot
- that a new branch drain be constructed from Branch 'D' in Lot 33 into the southwest of Lot 32, Concession 7
- that the existing 200mm smooth wall tile mentioned above be incorporated as a branch of the Blake Drain
- that the material to be used for the WASCoB berms on the SWB Poultry Farms property (Roll No. 030-062) be imported fill to maintain cover on the newly installed tiling system
- that the lower portion of Branch 'D' on the B. McComb property be constructed as a ditch rather than second pipe. The new tile immediately upstream should be raised to minimize the depth of the permanent water level of a potential future pond

### DESIGN CRITERIA AND CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs is typically used to design municipal drains. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used to design this drain with respect to capacity was 51mm per 24 hrs in the upper reaches and 63mm in the lower part.





## DESIGN CRITERIA AND CONSIDERATIONS (cont'd)

We would like to point out that there have been indications of unstable soil conditions and this region is known to have stones present. It should be noted that no formal soil investigation has been made, with this information coming from Middlesex County soils mapping and previous drain construction in the immediate area.

All of the proposed work has been generally designed and shall be constructed in accordance with the DESIGN AND CONSTRUCTION GUIDELINES FOR WORK UNDER THE DRAINAGE ACT.

## RECOMMENDATIONS

We are therefore recommending the following:

- that the outside bend of the existing Elginfield Drain ditch bank be resloped and protected with rip-rap and Turf Reinforcement mat
- that three new closed drains, to be known as Branches 'F', 'G', and 'J' and consisting of 200mm to 300mm concrete and plastic tiles, including related appurtenances, be constructed to provide a proper surface and sub-surface drainage outlet for the affected areas
- that 250mm to 825mm tile and sewer pipe be constructed adjacent to and work in conjunction with the existing tile Branches 'A', 'B', 'D', and 'E' tiles and the portion of Branch 'C' on Lot 32, Concession 7, including cross connections and related appurtenances
- that the new tile on Branch 'A' be connected to Branch 'D' and to the existing 525mm tile of Branch 'A' where it heads east across Mitchell Line
- that a concrete block weir be constructed at the upstream (west) end of the road surface culvert under Roman Line on Branch 'D' to direct road ditch flow into the surface pipe
- that catchbasins, fifteen WASCoB structures, and one WASCoB storage area be constructed at various locations on the proposed drains to allow direct surface water entry into the tiles and reduce surface flow and erosion
- that the existing private 200mm smooth wall plastic tile between the Roman Line Drain and Branch 'D' is to be incorporated as Branch 'H' for future maintenance purposes
- that additional WASCoB berms with surface inlets be privately constructed by landowners in various locations on and near the proposed drains in Lots 31 and 32, Concessions 7 and 8
- that the lower 190 meters of Branch 'D' on the B. McComb property be constructed as an open ditch to accommodate the potential privately constructed pond along this area
- that a portion of the excavated material from the above ditch and the lower 150 meters of Branch 'D' from the larger tiles on the property be used to construct WASCoB structures nearby





## RECOMMENDATIONS (cont'd)

- that the upstream portion (113 meters) of Branch 'C' not being improved in this report be included as part of this report for future maintenance purposes
- that the portion of the existing 525mm Branch 'A' tile (1981) from the new Branch 'A' connection, east to the Elginfield Drain ditch in Lot 33, Concession 9, be known and included as part of this report as the North Outlet for future maintenance purposes
- that the existing surface culvert under Roman Line on Branch 'D' be replaced due to its poor condition
- that as maintenance (not part of this report) the trees planted within 12 meters on each side of the 1981 Branch 'A' east of Mitchell Line be moved from within this area by the owner or by the Township of Lucan Biddulph at the owners cost

In accordance with the principals of Section 14(2) of the Drainage Act, the existing surface waterway along the route of the tile drain(s) shall be part of the drainage works for future maintenance. The width available for the waterway shall be equal to the maintenance working width as noted on the Contract Drawings.

It is recommended that basement, cellar, or crawlspace drains be directed to a sump and then discharged onto the ground surface well away from foundations and septic systems or should owners desire to connect these drains to the new outlet drain, then it is suggested that they not be directly connected to the drains. Rather it is suggested that such a connection be made by an indirect method such as by sump pump with an open-air connection such as a mini-catchbasin, crushed stone filled excavation connected to a storm P.D.C. and should include a check valve and be piped above foundation level. It is noted that there is still a risk of flooding even with indirect methods of connection and any/all responsibility shall be borne by the owner. Downspouts from eavestroughs should be directed onto the ground surface well away from foundations and septic systems and are **not** permitted to be connected to the Municipal Drain.

## ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

Based on the information available, there are no significant wetlands, sensitive areas or endangered species within the affected watershed area or along the route of the drains. The proposed construction of the Blake Drain 2021 includes quarry stone and turf reinforcement mat outlet protection, surface inlets, and WASCoB berms which greatly help reduce the overland erosion and downstream flooding. A temporary flow check of silt fencing is to be installed in the ditch downstream of the tile outlet for the duration of the construction.

## SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 6,629 lineal meters of 200mm to 825mm concrete field tile and HDPE sewer pipe and 187 meters of open ditch construction including related appurtenances and the incorporation of 240 lineal meters of 200mm smooth wall plastic tile.





## SCHEDULES

Three schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, and Schedule 'C' - Assessment for Construction.

**Schedule 'A' - Allowances.** In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drain as defined below.

**Schedule 'B' - Cost Estimate.** This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$1,050,700.00. This estimate includes engineering and administrative costs associated with this project.

**Schedule 'C' - Assessment for Construction.** This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

Drawing No.'s 1 to 6, Job No. 220043 and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

## ALLOWANCES

**RIGHT-OF-WAY:** Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,750.00/ha. through cropped lands and \$2,625.00/ha. through bush. These values are multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

Where the new tile drain is installed adjacent to the existing drain as a dual tile system, the allowance for right-of-way was granted in a previous report, and then right-of-way is granted only for the additional working width provided.

**DAMAGES:** Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on the following:

- a) for closed drain installed with wheel machine - \$3,510.00/ha.
- b) for closed drains installed through bush with wheel machine - \$2,500.00/ha.

These base rates are multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.





## ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These assessments are known as benefit, outlet liability and special benefit as set out under Sections 22 and 23 of the Act.

### SECTION 22

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

**Special Benefit** is assessed to lands for which some additional work or feature has been included in the construction repair or improvement of a drainage works. The costs of such work are separated and assessed independently from the regular work.

**Benefit By Cut-Off** is assessed to lands or roads which obtain relief from surface and/or sub-surface drainage onto or through their lands by the diversion of said surface and/or sub-surface drainage into another watershed.

### SECTION 23

**Outlet** liability is assessed to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse.

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

## ASSESSMENT

A modified "Todgham Method" is typically used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entails breaking down the costs of the drain into sections along its route. Special Assessments and Special Benefit Assessments are then extracted from each section.

The remainder is then separated into Benefit and Outlet Assessments. The Benefit is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet is distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands are assessed for outlet at lower rates than cleared lands. Also, roads and residential properties are assessed for outlet at higher rates than cleared farmlands.





**ASSESSMENT (cont'd)**

The actual cost of the work involving this report, with the exception of Special Assessments, is to be assessed on a pro-rata basis against the lands and roads liable for assessment for benefit, and outlet as shown in detail on Schedule 'C' - Assessment for Construction. The Special Assessments shall be levied as noted in the Section "Special Assessment".

**SPECIAL ASSESSMENT**

In accordance with Section 26 of the Drainage Act, Special Assessments have been made against the Township of Lucan Biddulph being the increased cost to the drainage work for constructing a 200mm diameter sewer pipe under Observatory Drive on Branch 'B' and a 525mm and 900mm diameter sewer pipe under Roman Line on Branch 'D' due to the construction and operation of their roads. The Special Assessments shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Drain	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest & Net H.S.T.	Special Assessment
Br. 'B'	\$4,790.00	\$440.00	\$1,825.00	\$310.00	\$6,485.00
Br. 'D'	\$18,590.00	\$1,200.00	\$3,275.00	\$1,030.00	\$21,695.00

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against the Ministry of Transportation being the increased cost to the drainage work for installing, repairing, and constructing erosion protection on the bend in the Elginfield Drain ditch at the outlet of Branch 'A' – 'D' due to the construction and operation of Mitchell Line (Highway 23). The Special Assessment shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Drain	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest & Net H.S.T.	Special Assessment
Br. 'A'-'D'	\$15,860.00	\$800.00	\$2,400.00	\$870.00	\$18,330.00

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against Enbridge Gas Inc. for the cost of locating and determining the elevation of their 50mm gasmain on Roman Line, being the increased cost to the drainage works due to the construction and operation of their utilities. The Special Assessment shall be as shown on Schedule 'C'. The Special Assessment shall also include any additional cost to adjust the gasmain, if required.

If any additional work is required to the drainage works due to the existence of buried utilities such as gas/water/oil pipelines, communications cables, etc. or if any of the utilities require relocation or repair, then, the extra costs incurred shall be borne by the utility involved in accordance with the provisions of Section 26 of the Drainage Act.





## GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments. It should be noted that all costs to increase the design standard above the 38mm per 24 hours is assessed separately and shown not to receive the grant.

## MAINTENANCE

Upon completion of construction, all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain. This includes tree roots penetrating tiles from trees planted by owners or naturally occurring. For tiles through bush areas we recommend the owner maintain the cleared space by either mowing (hay) or growing a crop over it. If no maintenance is completed over several years, we recommend the Municipality complete the mowing/clearing as part of maintenance at the discretion of the Drainage Superintendent.

After completion, the entire Blake Drain 2021, including the existing 1981 and 1982 drains, shall be maintained by the Township of Lucan Biddulph at the expense of all upstream lands and roads assessed in Schedule 'C' - Assessment for Construction and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Special Assessments shall **not** be pro-rated for future maintenance purposes but shall be applied as an actual cost special if part of the maintenance.

The upper portion of Branch 'C' and Branch 'A' – North Outlet shall be maintained in accordance with the grades and dimensions set out in the plans and specifications contained in the Blake Drain 1981 report.

For maintenance on WASCoBs, due to the purpose of their construction, the costs shall be pro-rated over the entire Schedule regardless of where on the drain the maintenance work is completed.

Repairs or improvements to any road culvert or sub-surface road crossing shall be the responsibility of the applicable Road Authority, entirely at their cost.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

M.P. DeVos, P. Eng.



MPD:bv



**SPRIET ASSOCIATES**  
engineers & architects



## SCHEDULE 'A' - ALLOWANCES

## BLAKE DRAIN 2021

## Township of Lucan Biddulph

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
<b>BRANCHES A &amp; D SOUTH OUTLET</b>					
<i>Geographic Biddulph</i>					
8&SB	33&Pt.2	030-062 (SWB Poultry Farms)	\$ 540.00	\$ 1,120.00	\$ 1,660.00
Total Allowances			\$ 540.00	\$ 1,120.00	\$ 1,660.00
<b>TOTAL ALLOWANCES ON THE BRANCHES A &amp; D SOUTH OUTLET</b>					<b>\$ 1,660.00</b>
<b>BRANCH A</b>					
<i>Geographic Biddulph</i>					
7	31	010-124-50 (Grant L. Dietrich Farms Ltd.)	\$ 20.00	\$ 40.00	\$ 60.00
7	Pt.32	010-125 (H. Dietrich)	1,900.00	3,960.00	5,860.00
8	32	030-063 (H. & J. Van Den Berg)	6,750.00	7,590.00	14,340.00
8&SB	33&Pt.2	030-062 (SWB Poultry Farms)	3,460.00	4,210.00	7,670.00
Total Allowances			\$ 12,130.00	\$ 15,800.00	\$ 27,930.00
<b>TOTAL ALLOWANCES ON BRANCH A</b>					<b>\$ 27,930.00</b>
<b>BRANCH B</b>					
<i>Geographic Biddulph</i>					
7	Pt.S $\frac{1}{2}$ 30	030-056 (Hugh J. Dietrich Farms Ltd.)	\$ 20.00	\$ 40.00	\$ 60.00
7	31	010-124-50 (Grant L. Dietrich Farms Ltd.)	1,400.00	2,900.00	4,300.00
8	S $\frac{1}{2}$ 31	030-064 (Hugh J. Dietrich Farms Ltd.)	640.00	1,330.00	1,970.00
8	32	030-063 (H. & J. Van Den Berg)	720.00	1,490.00	2,210.00
Total Allowances			\$ 2,780.00	\$ 5,760.00	\$ 8,540.00
<b>TOTAL ALLOWANCES ON BRANCH B</b>					<b>\$ 8,540.00</b>



## SCHEDULE 'A' - ALLOWANCES (Cont'd)

**BLAKE DRAIN 2021****Township of Lucan Biddulph**

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
<b>BRANCH C</b>					
<i>Geographic Biddulph</i>					
7	Pt.32	010-125 (H. Dietrich)	\$ 870.00	\$ 1,800.00	\$ 2,670.00
7	Pt.33	010-126 (Seelster Farms Inc.)	30.00	60.00	90.00
Total Allowances			\$ 900.00	\$ 1,860.00	\$ 2,760.00
<b>TOTAL ALLOWANCES ON BRANCH C</b>			<b>\$ 2,760.00</b>		

**BRANCHES D & J**

<i>Geographic Biddulph</i>					
NLR	NPt.10	010-167 (R. Cunningham)	\$ 3,640.00	\$ 3,210.00	\$ 6,850.00
NLR	SPT.10	010-167-01 (Frans Livestock Inc.)	1,050.00	640.00	1,690.00
NLR	EPt12	010-185 (B. & S. McComb)	500.00	760.00	1,260.00
7	Pt.32	010-125 (H. Dietrich)	20.00	40.00	60.00
7	Pt.33	010-126 (Seelster Farms Inc.)	6,000.00	8,750.00	14,750.00
8&SB	33&Pt.2	030-062 (SWB Poultry Farms)	2,850.00	4,500.00	7,350.00
SB	1	030-057 (B. McComb)	1,600.00	3,040.00	4,640.00
Total Allowances			\$ 15,660.00	\$ 20,940.00	\$ 36,600.00
<b>TOTAL ALLOWANCES ON BRANCHES D &amp; J</b>			<b>\$ 36,600.00</b>		

**BRANCH E**

<i>Geographic Biddulph</i>					
NLR	Pt.11&12	010-175 (Seelster Farms Inc.)	\$ 300.00	\$ 130.00	\$ 430.00
NLR	EPt12	010-185 (B. & S. McComb)	540.00	350.00	890.00
7	Pt.33	010-126 (Seelster Farms Inc.)	4,360.00	4,040.00	8,400.00
Total Allowances			\$ 5,200.00	\$ 4,520.00	\$ 9,720.00
<b>TOTAL ALLOWANCES ON BRANCH E</b>			<b>\$ 9,720.00</b>		



## SCHEDULE 'A' - ALLOWANCES (Cont'd)

**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph**

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
<b>BRANCH F</b>					
<i>Geographic Biddulph</i>					
NLR	SPt.10	010-167-01 (Frans Livestock Inc.)	\$ 2,520.00	\$	\$ 2,520.00
Total Allowances			\$ 2,520.00	\$	\$ 2,520.00
<b>TOTAL ALLOWANCES ON BRANCH F</b>					<b>\$ 2,520.00</b>
<b>TOTAL ALLOWANCES ON THE BLAKE DRAIN 2021</b>					<b>\$ 89,730.00</b>
<b>BRANCH G</b>					
<i>Geographic Biddulph</i>					
7	Pt.32	010-125 (H. Dietrich)	\$ 1,560.00	\$ 1,620.00	\$ 3,180.00
7	NWPt.32	010-125-01 (Hugh Dietrich Farms Ltd.)	40.00	40.00	80.00
Total Allowances			\$ 1,600.00	\$ 1,660.00	\$ 3,260.00
<b>TOTAL ALLOWANCES ON BRANCH G</b>					<b>\$ 3,260.00</b>
<b>BRANCH H</b>					
<i>Geographic Biddulph</i>					
7	Pt.33	010-126 (Seelster Farms Inc.)	\$ 810.00	\$	\$ 810.00
Total Allowances			\$ 810.00	\$	\$ 810.00
<b>TOTAL ALLOWANCES ON BRANCH H</b>					<b>\$ 810.00</b>
<b>TOTAL ALLOWANCES ON THE BLAKE DRAIN 2021</b>					<b>\$ 93,800.00</b>



## SCHEDULE 'B' - COST ESTIMATE

## BLAKE DRAIN 2021

## Township of Lucan Biddulph

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

## BRANCHES A &amp; D SOUTH OUTLET

Mobilization of equipment	\$	200.00
Regrade inside slope and pack into west bank, create ditch bottom including seeding of resloped east bank (see Detail on Drawings)	\$	450.00
Seeding of east ditch banks (approx. 100 m <sup>2</sup> )	\$	80.00
Clearing & grubbing	\$	1,800.00
Regrade ditch banks, seed, supply and place N.A.G. C350 Turf Reinforcement Mat with quarry stone rip-rap & exist. sacked concrete rip-rap base protection on resloped & seeded bank and around outlet pipes in accordance with Outlet Detail on Drawings (sacked concrete to be removed and mixed with quarry stone)		
(Approx. 205 m <sup>2</sup> seeding required)	\$	160.00
(Approx. 235 m <sup>2</sup> C350 TRM required)	\$	5,170.00
(Approx. 41 m <sup>3</sup> quarry stone required)	\$	8,200.00
Supply & install 6 meters of 900mm dia., H.D.P.E. plastic sewer pipe including bedding and rodent gate	\$	2,340.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 470m req'd)		
154 meters of 825mm dia. concrete tile	\$	5,180.00
Supply of the above listed tile	\$	15,800.00
Hauling away and disposing of excess material for 825mm tile (approx. 190 m <sup>3</sup> )	\$	1,400.00
Contingency amount for increased cost due to poor soil conditions:		
Installation of tile with excavator on a bedding of crushed stone (50 meters)	\$	1,000.00
Supply & delivery of 19mm crushed (Approx. 20 tonnes req'd)	\$	600.00
Contingency Allowance for stony conditions (2 pull outs)	\$	550.00
Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 160m)	\$	960.00
Exposing and locating existing tile drains		
(preconstruction)	\$	280.00
(construction)	\$	280.00
Tile connections as noted on plan	\$	2,110.00
Tender security	\$	460.00
Tile connections and contingencies	\$	1,500.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	1,660.00



## SCHEDULE 'B' - COST ESTIMATE

## BLAKE DRAIN 2021

## Township of Lucan Biddulph

## BRANCH A

Mobilization of equipment	\$	200.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 3,370 m req'd)		
242 meters of 250mm dia. concrete tile	\$	4,690.00
105 meters of 350mm dia. concrete tile	\$	2,330.00
220 meters of 525mm dia. concrete tile	\$	5,570.00
53 meters of 600mm dia. concrete tile	\$	1,430.00
1111 meters of 675mm dia. concrete tile	\$	30,670.00
Supply of the above listed tile	\$	89,300.00
Supply & Installation of the following concrete tile (2400 D) under WASCoB (berm) including supply & installation of geotextile wrap around tile joints approx. 70 m req'd & bedding material		
16 meters of 250mm dia. concrete tile (2400 D)	\$	560.00
28 meters of 675mm dia. concrete tile (2400 D)	\$	1,400.00
Supply of the above listed tile	\$	2,480.00
Contingency amount for increased cost due to poor soil conditions:		
Installation of tile on crushed stone bedding with excavator (100 meters)	\$	2,700.00
Supply & delivery of 19mm crushed (Approx. 40 tonnes req'd)	\$	1,200.00
Contingency Allowance for stony conditions (15 pull outs)	\$	4,130.00
Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 1723m)	\$	10,340.00
Construct grassed WASCoB (Berm) @ Sta. 0+416 using hauled native material strip, stockpile, and releve topsoil (approx. 300m <sup>2</sup> )	\$	600.00
construct berm using hauled material including compaction (100 m <sup>3</sup> )	\$	2,000.00
seed berm upon completion	\$	250.00
supply & install one 250mm dia. "Hickenbottom" C.B. including 4m - 250mm lead	\$	900.00
Construct grassed WASCoB (Berm) @ Sta. 0+725 using on-site native material strip, stockpile, and releve topsoil (approx. 300m <sup>2</sup> )	\$	800.00
construct berm using adjacent on-site material including compaction (20 m <sup>3</sup> )	\$	800.00
seed berm upon completion	\$	200.00
supply & install one 250mm dia. "Hickenbottom" C.B. including 3m - 250mm lead	\$	900.00
Construct grassed WASCoB (Berm) 127m N. of Sta. 0+730 using on-site native material strip, stockpile, and releve topsoil (approx. 500m <sup>2</sup> )	\$	900.00
construct berm using adjacent on-site material including compaction (80 m <sup>3</sup> )	\$	1,200.00
seed berm upon completion	\$	400.00
supply & install one 250mm dia. "Hickenbottom" C.B.	\$	750.00
127 meters of 250mm dia. concrete tile lead	\$	4,390.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph****BRANCH A (cont'd)**

Construct worked WASCoB (Berm) @ Sta. 0+920 using on-site native material strip, stockpile, and relevel topsoil (approx. 700m <sup>2</sup> )	\$	1,100.00
construct berm using adjacent on-site material including compaction (80 m <sup>3</sup> )	\$	1,200.00
supply & install one "Blind Inlet" C.B. including 3m - 250mm lead	\$	1,400.00
Construct worked WASCoB (Berm) 69m N. of Sta. 1+070 using on-site native material strip, stockpile, and relevel topsoil (approx. 2200m <sup>2</sup> )	\$	3,300.00
construct berm using adjacent on-site material including compaction (230 m <sup>3</sup> )	\$	3,500.00
seed berm upon completion	\$	400.00
supply & install one 250mm dia. "Hickenbottom" C.B.	\$	1,250.00
69 meters of 250mm dia. concrete tile lead	\$	2,390.00
Supply and install the following concrete structures including, grates, leads, fittings, connection of all new & existing tiles		
0+725 one 1800mm x 1800mm junction box CB (with benching)		
12m - 525mm concrete tile to reconnect exist. tile	\$	7,800.00
1+380 one 1200mm x 1800mm junction box CB (with benching)	\$	5,800.00
1+653 one 900mm x 1200mm junction box (with benching)	\$	3,900.00
Exposing and locating existing tile drains (preconstruction)	\$	3,020.00
(construction)	\$	3,020.00
Tile connections and cross connections as noted on plan including fittings	\$	4,780.00
Tender security	\$	3,210.00
Tile connections and contingencies	\$	8,000.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	27,930.00

**BRANCH B**

Mobilization of equipment	\$	200.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 1,010 m req'd)		
11 meters of 200mm dia. concrete tile	\$	180.00
185 meters of 250mm dia. concrete tile	\$	3,580.00
488 meters of 350mm dia. concrete tile	\$	10,840.00
142 meters of 450mm dia. concrete tile	\$	3,470.00
Supply of the above listed tile	\$	17,370.00
Contingency Allowance for stony conditions (7 pull outs)	\$	1,930.00
Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 821m)	\$	4,930.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph****BRANCH B (cont'd)**

15.0 meters of 200mm sewer pipe		
Supply	\$	290.00
Installation under Observatory Road by open cut including removal & disposal of existing pipe	\$	4,500.00
Supply and install one 900mm x 1200mm ditch inlet catchbasin junction box (with benching) and one 600mm x 600mm standard catchbasins, including berm, connection to new & exist. tiles, grates, removal and disposal of existing catchbasin	\$	5,550.00
Exposing and locating existing tile drains	(preconstruction)	\$ 1,430.00
	(construction)	\$ 1,430.00
Tile connections and cross connections as noted on plan including fittings	\$	1,000.00
Tender security	\$	850.00
Tile connections and contingencies	\$	2,500.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	8,540.00

**BRANCH C**

Mobilization of equipment	\$	200.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 240 m req'd)		
95 meters of 200mm dia. concrete tile	\$	1,580.00
160 meters of 250mm dia. concrete tile	\$	3,100.00
10 meters of 300mm dia. concrete tile	\$	210.00
Supply of the above listed tile	\$	3,860.00
Contingency Allowance for stony conditions (2 pull outs)	\$	550.00
Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 265m)	\$	1,590.00
Exposing and locating existing tile drains	(preconstruction)	\$ 460.00
	(construction)	\$ 460.00
Tile connections as noted on plan including fittings	\$	610.00
Tender security	\$	190.00
Tile connections and contingencies	\$	800.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	2,760.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021****Township of Lucan Biddulph****BRANCHES D & J**

Mobilization of equipment	\$ 200.00
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DITCH OUTLET & INLET - Sta. 0+763 to Sta. 0+956

Supply, install &amp; construct the following:

Strip topsoil for berm (approx. 200m <sup>2</sup> )	\$ 400.00
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Construct berm (approx. 40m <sup>3</sup> )	\$ 700.00
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187m new ditch construction (approx. 1250m <sup>3</sup> )	\$ 4,000.00
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Seeding of ditch banks (1600m <sup>2</sup> )	\$ 1,000.00
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Levelling of remaining excavated material (approx. 830m <sup>3</sup> )	\$ 1,900.00
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One 900mm x 1200mm catchbasin with custom grate	\$ 3,000.00
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6m-525mm lead	\$ 400.00
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Grading at Sta 0+763 and 2m <sup>3</sup> quarry stone rip-rap	\$ 800.00
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Single length (4m) 750mm HDPE sewer pipe	\$ 600.00
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Construct grate across 750mm pipe with 12-30m rebar including bend (2.4m long)	\$ 1,200.00
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Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 4,500 m req'd)

46 meters of 250mm dia. concrete tile	\$ 890.00
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137 meters of 300mm dia. concrete tile	\$ 2,860.00
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50 meters of 350mm dia. concrete tile	\$ 1,110.00
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181 meters of 450mm dia. concrete tile	\$ 4,420.00
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1063 meters of 525mm dia. concrete tile	\$ 26,890.00
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563 meters of 675mm dia. concrete tile	\$ 15,540.00
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285 meters of 750mm dia. concrete tile	\$ 7,990.00
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Supply of the above listed tile	\$ 110,290.00
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Supply & Installation of the following concrete tile (2400 D) under WASCoB (berm) including supply & installation of geotextile wrap around tile joints approx. 150 m req'd) & bedding material

12 meters of 300mm dia. concrete tile(2400 D)	\$ 600.00
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46 meters of 525mm dia. concrete tile (2400 D)	\$ 2,300.00
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44 meters of 675mm dia. concrete tile (2400 D)	\$ 2,200.00
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Supply of the above listed sewer pipe	\$ 5,080.00
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Contingency amount for increased cost due to poor soil conditions:

Installation of tile on crushed stone bedding with excavator (200 meters)	\$ 5,400.00
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Supply & delivery of 19mm crushed (Approx. 80 tonnes req'd)	\$ 2,400.00
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Contingency Allowance for stony conditions (20 pull outs)	\$ 5,500.00
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Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 2569m)	\$ 15,400.00
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18.5 meters of 900mm HDPE sewer pipe (surface)

19.0 meters of 525mm HDPE sewer pipe (subsurface)

Supply of pipes	\$ 6,460.00
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Installation under Roman Line by open cut including bedding & backfill, removal & disposal of exist. 500mm subsurface pipe & 900mm surface pipe	\$ 10,330.00
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## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph****BRANCHES D & J (cont'd)**

Supply & install recycled concrete block weir around end of surface pipe @ Sta. 2+360	\$	1,800.00
Construct worked WASCoB (Berm) @ Sta. 0+426 using on-site native material strip, stockpile, and releve topsoil (approx. 600m <sup>2</sup> )	\$	1,100.00
construct berm using hauled material including compaction (220 m <sup>3</sup> )	\$	4,400.00
supply & install one "Blind Inlet" C.B. including 10m - 250mm lead	\$	1,700.00
Construct worked WASCoB (Berm) @ Sta. 0+680 using on-site native material strip, stockpile, and releve topsoil (approx. 300m <sup>2</sup> )	\$	500.00
construct berm using hauled material including compaction (80 m <sup>3</sup> )	\$	1,200.00
supply & install one "Blind Inlet" C.B. including 3m - 250mm lead	\$	1,250.00
Construct grassed WASCoB (Berm) @ Sta. 0+992 using on-site native material strip, stockpile, and releve topsoil (approx. 150m <sup>2</sup> )	\$	500.00
construct berm using adjacent on-site material including compaction (20 m <sup>3</sup> )	\$	500.00
seed berm upon completion	\$	150.00
supply & install one 300mm dia. "Hickenbottom" C.B. including 3m - 250mm lead	\$	750.00
Construct worked WASCoB (Berm) @ Sta. 1+580 using on-site native material strip, stockpile, and releve topsoil (approx. 780m <sup>2</sup> )	\$	1,400.00
construct berm using hauled material including compaction (160 m <sup>3</sup> )	\$	3,200.00
supply & install one "Blind Inlet" C.B. including 3m - 250mm lead	\$	1,250.00
Construct worked WASCoB (Berm) @ Sta. 1+800 using on-site native material strip, stockpile, and releve topsoil (approx. 600m <sup>2</sup> )	\$	1,100.00
construct berm using hauled material including compaction (160 m <sup>3</sup> )	\$	3,200.00
supply & install one "Blind Inlet" C.B. including 2m - 250mm lead	\$	1,250.00
Construct worked WASCoB (Berm) @ Sta. 2+090 using on-site native material strip, stockpile, and releve topsoil (approx. 410m <sup>2</sup> )	\$	700.00
construct berm using adjacent on-site material including compaction (110 m <sup>3</sup> )	\$	1,700.00
supply & install one "Blind Inlet" C.B. including 2m - 250mm lead	\$	1,250.00
Construct grassed WASCoB (Berm) Sta. 2+393 using on-site native material strip, stockpile, and releve topsoil (approx. 500m <sup>2</sup> )	\$	900.00
construct berm using adjacent on-site material including compaction (30 m <sup>3</sup> )	\$	300.00
seed berm upon completion	\$	500.00
supply & install three 200mm dia. "Hickenbottom" C.B. incl. 20m - 200mm lead	\$	1,900.00
clearing & grubbing	\$	800.00
Construct worked WASCoB (Berm) @ Sta. 2+600 using on-site native material strip, stockpile, and releve topsoil (approx. 1700m <sup>2</sup> )	\$	2,700.00
construct berm using adjacent on-site material including compaction (220 m <sup>3</sup> )	\$	3,300.00
supply & install one "Blind Inlet" C.B. including 20m - 250mm 2400 D lead	\$	2,400.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021****Township of Lucan Biddulph****BRANCHES D & J (cont'd)**

Construct grassed WASCoB (Berm) Sta. 2+749 using on-site native material strip, stockpile, and relevel topsoil (approx. 1000m <sup>2</sup> )	\$	1,600.00
construct berm using adjacent on-site material including compaction (70 m <sup>3</sup> )	\$	1,100.00
seed berm upon completion	\$	300.00
supply & install one 250mm dia. "Hickenbottom" C.B.	\$	600.00
clearing & grubbing	\$	400.00
Supply and install the following concrete structures including, grates, leads, fittings, berms, connection of all new & existing tiles, removal and disposal of existing catchbasins		
0+282 one 900mm x 1200 mm ditch inlet catchbasin with berm & turfmat overflow chute	\$	3,500.00
0+436 one 1800mm x 1800 mm junction box (with benching) including		
16m - 525mm 2400 D concrete tile to reconnect exist. tile	\$	7,500.00
0+767 one 1200mm x 1800 mm CB junction box (with benching)	\$	5,500.00
1+241 one 1200mm x 1800 mm CB junction box (with benching)	\$	5,800.00
1+875 one 900mm x 1500 mm junction box (with benching)	\$	4,300.00
2+341 one 900mm x 1200 mm ditch inlet catchbasin junction box (with benching)	\$	3,650.00
Supply & install 300mm "Hicken Bottom" catchbasin with 300mm lead @ Sta. 2+360±	\$	800.00
Exposing and locating existing tile drains	(preconstruction)	\$ 4,500.00
	(construction)	\$ 4,500.00
Exposing and locating existing utilities	(preconstruction)	\$ 1,000.00
	(construction)	\$ 500.00
Clearing & grubbing	\$	9,000.00
Tile connections as noted on plan including fittings	\$	4,810.00
Tender security	\$	5,110.00
Tile connections and contingencies	\$	10,000.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	36,600.00

**BRANCH E**

Mobilization of equipment	\$	200.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 585 m req'd)		
230 meters of 350mm dia. concrete tile	\$	5,110.00
210 meters of 450mm dia. concrete tile	\$	5,130.00
Supply of the above listed tile	\$	11,150.00
Contingency Allowance for stony conditions (3 pull outs)	\$	830.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph****BRANCH E (cont'd)**

Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 400m)	\$	2,400.00
Construct worked WASCoB (storage) @ Sta.0+125 including levelling of material		
Strip, stockpile, and relevel topsoil (approx. 2000m <sup>2</sup> )	\$	4,100.00
Excavate storage basin (400 m <sup>3</sup> )	\$	4,000.00
Supply & install 2 blind inlets including 18m - 200mm lead	\$	2,700.00
Construct worked WASCoB (Berm) @ Sta.0+418 using on-site native material		
strip, stockpile, and relevel topsoil (approx. 1500m <sup>2</sup> )	\$	2,400.00
construct berm using adjacent on-site material including compaction (120 m <sup>3</sup> )	\$	1,800.00
supply & install one 250mm dia. "Hickenbottom" C.B.	\$	900.00
supply & install one 250mm dia. "Hickenbottom" C.B. including 3m lead	\$	900.00
32 meters of 300mm dia. concrete tile lead	\$	1,110.00
Supply and install the one 900mm x 1500mm catchbasin junction box including benching, grate and connection of all new & existing tiles	\$	5,100.00
Exposing and locating existing tile drains and utilities (preconstruction)	\$	730.00
(construction)	\$	730.00
Tile connections as noted on plan	\$	300.00
Tender security	\$	740.00
Tile connections as noted on plan including fittings	\$	300.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	9,720.00

**BRANCH F**

Mobilization of equipment	\$	200.00
Installation of the following flexible dual smooth wall solid plastic pipe with approved drainage plow including stripping and redistribution of topsoil and scalping if required		
373 meters of 200mm dia. plastic dual smooth wall perforated pipe	\$	8,210.00
Supply of the above listed tile	\$	8,220.00
Exposing and locating existing tile drains (construction)	\$	650.00
Tile connections as noted on plan	\$	1,050.00
Tender security	\$	270.00
Tile connections and contingencies	\$	500.00
Allowances under Sections 29 of the Drainage Act	\$	2,520.00



## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph****BRANCH G**

Mobilization of equipment	\$	200.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints (approx. 220 m req'd)		
100 meters of 200mm dia. concrete tile	\$	1,660.00
150 meters of 250mm dia. sewer pipe	\$	2,900.00
Supply of the above listed tile/pipe	\$	3,580.00
Contingency Allowance for stony conditions (2 pull outs)	\$	550.00
Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 237m)	\$	1,420.00
Exposing and locating existing tile drains (construction)	\$	730.00
Tile connections as noted on plan	\$	100.00
Tender security	\$	170.00
Tile connections and contingencies	\$	500.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	3,260.00

**BRANCH H**

Allowances under Sections 29 of the Drainage Act	\$	810.00
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**ADMINISTRATION**

Conservation Authority Review Fee	\$	500.00
Interest and Net Harmonized Sales Tax	\$	32,315.00
Survey, Plan and Final Report	\$	110,363.00
Expenses	\$	3,512.00
Supervision and Final Inspection	\$	<u>25,300.00</u>

**TOTAL ESTIMATED COST** **\$ 1,050,700.00**



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

## BLAKE DRAIN 2021

## Township of Lucan Biddulph

Job No. 220043

March 26, 2021

\* = Non-agricultural, \*\* = Non-grantable

HECTARES

CON.	LOT	AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCHES A &amp; D SOUTH OUTLET</b>						
<i>Geographic Biddulph</i>						
NLR	Pt.8&9	0.2	010-166 (911670 Ontario Ltd.)	\$	\$ 6.00	\$ 6.00
			** 010-166 (911670 Ontario Ltd.)		1.00	1.00
NLR	NPt.10	22.8	010-167 (R. Cunningham)		1,440.00	1,440.00
			** 010-167 (R. Cunningham)		212.00	212.00
NLR	SPt.10	11.0	010-167-01 (Frans Livestock Inc.)		663.00	663.00
			** 010-167-01 (Frans Livestock Inc.)		98.00	98.00
* NLR	SPt.10	0.88	010-167-10 (D. Kelly)		77.00	77.00
* NLR	SPt.10	1.6	010-169 (Roman Catholic E. C.)		116.00	116.00
* NLR	NWPt.11	0.14	010-174 (W. Timmermans)		20.00	20.00
* NLR	NWPt.11	0.14	010-175-02 (W. Timmermans)		20.00	20.00
* NLR	NWPt.11	0.55	010-177-10 (D. & T. Vanhooydonk)		70.00	70.00
* NLR	NWPt.11	0.12	010-175-01 (R.Bannister)		17.00	17.00
* NLR	NWPt.11	0.42	010-177 (M. & N. Francis)		54.00	54.00
* NLR	NWPt.11	0.06	010-173 (K.Elliot & C. Finlayson)		9.00	9.00
* NLR	NWPt.11	0.02	010-172 (C. Luyten)		3.00	3.00
NLR	Pt.11&12	22.8	010-175 (Seelster Farms Inc.)		1,440.00	1,440.00
			** 010-175 (Seelster Farms Inc.)		212.00	212.00
NLR	EPT12	8.2	010-185 (B. & S. McComb)		518.00	518.00
			** 010-185 (B. & S. McComb)		76.00	76.00
7	Pt.S1/30	5.8	030-056 (Hugh J. Dietrich Farms Ltd.)		366.00	366.00
			** 030-056 (Hugh J. Dietrich Farms Ltd.)		54.00	54.00
7	31	35.4	010-124-50 (Grant L. Dietrich Farms Ltd.)		2,236.00	2,236.00
			** 010-124-50 (Grant L. Dietrich Farms Ltd.)		329.00	329.00
7	Pt.32	30.6	010-125 (H. Dietrich)		1,933.00	1,933.00
			** 010-125 (H. Dietrich)		284.00	284.00
7	NWPt.32	9.1	010-125-01 (Hugh Dietrich Farms Ltd.)		574.00	574.00
			** 010-125-01 (Hugh Dietrich Farms Ltd.)		85.00	85.00
* 7	NWPt.32	0.79	010-125-03 (S. Cassidy)		69.00	69.00
7	Pt.33	38.4	010-126 (Seelster Farms Inc.)		2,426.00	2,426.00
			** 010-126 (Seelster Farms Inc.)		357.00	357.00
* 7	NWPt.33	0.14	010-126-01 (Vandermolen Homes Inc.)		20.00	20.00
* 7	NWPt.33	0.14	010-127 (D. Vandermolen)		20.00	20.00
* 7	NWPt.33	0.93	010-127-01 (D. Vandermolen)		81.00	81.00
* 7	SWPt.33	0.40	010-128 (T. Davidson & J. Shaw)		51.00	51.00
* 7	SWPt.33	0.40	010-129 (G. Anderson)		51.00	51.00
8	30	2.0	030-066 (J. Dewan)		63.00	63.00
			** 030-066 (J. Dewan)		9.00	9.00
8	N1/231	6.0	030-065 (Hugh J. Dietrich Farms)		379.00	379.00
			** 030-065 (Hugh J. Dietrich Farms)		56.00	56.00
8	S1/231	15.4	030-064 (Hugh J. Dietrich Farms Ltd.)		973.00	973.00



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

BLAKE DRAIN 2021

Township of Lucan Biddulph

\* = Non-agricultural, \*\* = Non-grantable

HECTARES

CON.	LOT	AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
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**BRANCHES A & D SOUTH OUTLET (cont'd)***Geographic Biddulph*

			** 030-064 (Hugh J. Dietrich Farms Ltd.)	\$	\$ 143.00	\$ 143.00
8	32	33.3	030-063 (H. & J. Van Den Berg)		2,103.00	2,103.00
			** 030-063 (H. & J. Van Den Berg)		310.00	310.00
8&SB	33&Pt.2	43.0	030-062 (SWB Poultry Farms)	12,404.00	2,564.00	14,968.00
			** 030-062 (SWB Poultry Farms)	1,826.00	374.00	2,200.00
SB	1	9.7	030-057 (B. McComb)		518.00	518.00
			** 030-057 (B. McComb)		76.00	76.00
9	33	-	030-123 (A. & Z. Carreau)	924.00		924.00
			** 030-123 (A. & Z. Carreau)	136.00		136.00

## TOTAL ASSESSMENT ON LANDS

\$ 15,290.00	\$ 21,556.00	\$ 36,846.00
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Roman Line	2.1	Township of Lucan Biddulph	\$	\$ 489.00	\$ 489.00
Mitchell Ln(Hwy 23)		Ministry of Transportation	1,280.00		1,280.00
Observatory Drive	2.0	Township of Lucan Biddulph		435.00	435.00

## TOTAL ASSESSMENT ON ROADS

\$ 1,280.00	\$ 924.00	\$ 2,204.00
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**SPECIAL ASSESSMENT** against the Ministry of Transportation

for the increased cost of erosion protection on the bend in the Elginfield Drain ditch due to the construction and operation of the Mitchell Line (Highway 23)

\$ 18,330.00

**TOTAL ASSESSMENT ON THE BRANCHES A & D SOUTH OUTLET****\$ 57,380.00**



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

**BLAKE DRAIN 2021****Township of Lucan Biddulph**

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCH A NORTH OUTLET</b>						
<i>Geographic Biddulph</i>						
7	Pt.S1½30	5.8	030-056 (Hugh J. Dietrich Farms Ltd.)		57.00	57.00
7	31	35.4	010-124-50 (Grant L. Dietrich Farms Ltd.)		347.00	347.00
7	Pt.32	21.4	010-125 (H. Dietrich)		210.00	210.00
7	NWPt.32	8.7	010-125-01 (Hugh Dietrich Farms Ltd.)		79.00	79.00
7	Pt.33	3.4	010-126 (Seelster Farms Inc.)		33.00	33.00
8	30	2.0	030-066 (J. Dewan)		10.00	10.00
8	N1½31	6.0	030-065 (Hugh J. Dietrich Farms)		59.00	59.00
8	S1½31	15.4	030-064 (Hugh J. Dietrich Farms Ltd.)		151.00	151.00
8	32	33.3	030-063 (H. & J. Van Den Berg)		327.00	327.00
8&SB	33&Pt.2	18.2	030-062 (SWB Poultry Farms)	570.00	203.00	773.00
9	33	0.2	030-123 (A. & Z. Carreau)	340.00		340.00
TOTAL ASSESSMENT ON LANDS				\$ 910.00	\$ 1,476.00	\$ 2,386.00
Roman Line		0.1	Township of Lucan Biddulph		3.00	3.00
Mitchell Ln(Hwy 23)		1.2	Ministry of Transportation	120.00	22.00	142.00
Observatory Drive		2.0	Township of Lucan Biddulph		59.00	59.00
TOTAL ASSESSMENT ON ROADS				\$ 120.00	\$ 84.00	\$ 204.00
TOTAL ASSESSMENT ON THE BRANCH A NORTH OUTLET					\$ <u>2,590.00</u>	



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

## BLAKE DRAIN 2021

## Township of Lucan Biddulph

\* = Non-agricultural, \*\* = Non-grantable

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCH A</b>						
<i>Geographic Biddulph</i>						
7	Pt.S1/230	5.8	030-056 (Hugh J. Dietrich Farms Ltd.)	\$	\$ 4,263.00	\$ 4,263.00
			** 030-056 (Hugh J. Dietrich Farms Ltd.)		507.00	507.00
7	31	35.4	010-124-50 (Grant L. Dietrich Farms Ltd.)		37,340.00	37,340.00
			** 010-124-50 (Grant L. Dietrich Farms Ltd.)		4,444.00	4,444.00
7	Pt.32	21.4	010-125 (H. Dietrich)	26,488.00	23,017.00	49,505.00
			** 010-125 (H. Dietrich)	3,152.00	2,739.00	5,891.00
7	NWPt.32	8.7	010-125-01 (Hugh Dietrich Farms Ltd.)	1,117.00	9,335.00	10,452.00
			** 010-125-01 (Hugh Dietrich Farms Ltd.)	133.00	1,111.00	1,244.00
7	Pt.33	3.4	010-126 (Seelster Farms Inc.)		2,499.00	2,499.00
			** 010-126 (Seelster Farms Inc.)		297.00	297.00
8	30	2.0	030-066 (J. Dewan)		735.00	735.00
			** 030-066 (J. Dewan)		87.00	87.00
8	N1/231	6.0	030-065 (Hugh J. Dietrich Farms)		4,409.00	4,409.00
			** 030-065 (Hugh J. Dietrich Farms)		525.00	525.00
8	S1/231	15.3	030-064 (Hugh J. Dietrich Farms Ltd.)		8,436.00	8,436.00
			** 030-064 (Hugh J. Dietrich Farms Ltd.)		1,004.00	1,004.00
8	32	33.3	030-063 (H. & J. Van Den Berg)	45,558.00	15,911.00	61,469.00
			** 030-063 (H. & J. Van Den Berg)	5,422.00	1,893.00	7,315.00
8&SB	33&Pt.2	14.2	030-062 (SWB Poultry Farms)	35,818.00	5,056.00	40,874.00
			** 030-062 (SWB Poultry Farms)	4,262.00	602.00	4,864.00
9	33		030-123 (A. & Z. Carreau)	626.00		626.00
			** 030-123 (A. & Z. Carreau)	74.00		74.00
TOTAL ASSESSMENT ON LANDS				\$ 122,650.00	\$ 124,210.00	\$ 246,860.00
Roman Line	0.1		Township of Lucan Biddulph	\$	\$ 516.00	\$ 516.00
Mitchell Ln(Hwy 23)			Ministry of Transportation	450.00		450.00
Observatory Drive	2.0		Township of Lucan Biddulph		4,934.00	4,934.00
TOTAL ASSESSMENT ON ROADS				\$ 450.00	\$ 5,450.00	\$ 5,900.00
TOTAL ASSESSMENT ON BRANCH A					\$ <u>252,760.00</u>	



SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

**BLAKE DRAIN 2021**

## Township of Lucan Biddulph

\* = Non-agricultural, \*\* = Non-grantable

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCH B</b>						
<i>Geographic Biddulph</i>						
7	Pt.S½30	5.8	030-056 (Hugh J. Dietrich Farms Ltd.)	\$ 1,168.00	\$ 5,524.00	\$ 6,692.00
			** 030-056 (Hugh J. Dietrich Farms Ltd.)	92.00	437.00	529.00
7	31	19.4	010-124-50 (Grant L. Dietrich Farms Ltd.)	19,888.00	15,706.00	35,594.00
			** 010-124-50 (Grant L. Dietrich Farms Ltd.)	1,572.00	1,241.00	2,813.00
7	Pt.32	0.5	010-125 (H. Dietrich)		95.00	95.00
			** 010-125 (H. Dietrich)		8.00	8.00
8	30	2.0	030-066 (J. Dewan)		572.00	572.00
			** 030-066 (J. Dewan)		45.00	45.00
8	N½31	6.0	030-065 (Hugh J. Dietrich Farms)	834.00	2,857.00	3,691.00
			** 030-065 (Hugh J. Dietrich Farms)	66.00	226.00	292.00
8	S½31	4.0	030-064 (Hugh J. Dietrich Farms Ltd.)	9,156.00	1,334.00	10,490.00
			** 030-064 (Hugh J. Dietrich Farms Ltd.)	724.00	105.00	829.00
8	32	1.0	030-063 (H. & J. Van Den Berg)	10,204.00	190.00	10,394.00
			** 030-063 (H. & J. Van Den Berg)	806.00	16.00	822.00
TOTAL ASSESSMENT ON LANDS				\$ 44,510.00	\$ 28,356.00	\$ 72,866.00
Observatory Drive				\$ 3,330.00	\$ 4,624.00	\$ 7,954.00
TOTAL ASSESSMENT ON ROADS				\$ 3,330.00	\$ 4,624.00	\$ 7,954.00
<b>SPECIAL ASSESSMENT</b> against the Township of Biddulph for the increased cost of constructing a 200mm sewer pipe under Observatory Line						\$ 6,485.00
<b>TOTAL ASSESSMENT ON BRANCH B</b>						<b>\$ 87,305.00</b>
<b>BRANCH C</b>						
<i>Geographic Biddulph</i>						
7	Pt.32	3.5	010-125 (H. Dietrich)	\$ 11,058.00	\$ 2,504.00	\$ 13,562.00
			** 010-125 (H. Dietrich)	432.00	98.00	530.00
7	Pt.33	3.4	010-126 (Seelster Farms Inc.)	2,262.00	3,476.00	5,738.00
			** 010-126 (Seelster Farms Inc.)	88.00	136.00	224.00
8	32	0.5	030-063 (H. & J. Van Den Berg)		510.00	510.00
			** 030-063 (H. & J. Van Den Berg)		21.00	21.00
8&SB	33&Pt.2	4.2	030-062 (SWB Poultry Farms)	500.00	2,710.00	3,210.00
			** 030-062 (SWB Poultry Farms)	20.00	105.00	125.00
TOTAL ASSESSMENT ON LANDS				\$ 14,360.00	\$ 9,560.00	\$ 23,920.00
<b>TOTAL ASSESSMENT ON BRANCH C</b>						<b>\$ 23,920.00</b>



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

**BLAKE DRAIN 2021****Township of Lucan Biddulph**

\* = Non-agricultural, \*\* = Non-grantable

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCHES D &amp; J</b>						
<i>Geographic Biddulph</i>						
NLR	Pt.8&9	0.2	010-166 (911670 Ontario Ltd.)	\$	\$ 396.00	\$ 396.00
			** 010-166 (911670 Ontario Ltd.)		30.00	30.00
NLR	NPt.10	22.8	010-167 (R. Cunningham)	18,965.00	42,420.00	61,385.00
			** 010-167 (R. Cunningham)	1,455.00	3,255.00	4,710.00
NLR	SPt.10	11.0	010-167-01 (Frans Livestock Inc.)	3,538.00	19,681.00	23,219.00
			** 010-167-01 (Frans Livestock Inc.)	272.00	1,510.00	1,782.00
* NLR	SPt.10	0.88	010-167-10 (D. Kelly)		1,935.00	1,935.00
* NLR	SPt.10	1.60	010-169 (Roman Catholic E. C.)		2,924.00	2,924.00
* NLR	NWPt.11	0.14	010-174 (W. Timmermans)		316.00	316.00
* NLR	NWPt.11	0.14	010-175-02 (W. Timmermans)		316.00	316.00
* NLR	NWPt.11	0.55	010-177-10 (D. & T. Vanhooydonk)		739.00	739.00
* NLR	NWPt.11	0.12	010-175-01 (R.Bannister)		242.00	242.00
* NLR	NWPt.11	0.42	010-177 (M. & N. Francis)		642.00	642.00
* NLR	NWPt.11	0.06	010-173 (K.Elliot & C. Finlayson)		221.00	221.00
* NLR	NWPt.11	0.02	010-172 (C. Luyten)		74.00	74.00
NLR	Pt.11&12	22.8	010-175 (Seelster Farms Inc.)		16,299.00	16,299.00
			** 010-175 (Seelster Farms Inc.)		1,251.00	1,251.00
NLR	EPt12	8.2	010-185 (B. & S. McComb)	11,804.00	5,569.00	17,373.00
			** 010-185 (B. & S. McComb)	906.00	427.00	1,333.00
7	Pt.32	9.2	010-125 (H. Dietrich)	1,319.00	12,704.00	14,023.00
			** 010-125 (H. Dietrich)	101.00	975.00	1,076.00
7	NWPt.32	1.7	010-125-01 (Hugh Dietrich Farms Ltd.)		1,763.00	1,763.00
			** 010-125-01 (Hugh Dietrich Farms Ltd.)		135.00	135.00
* 7	NWPt.32	0.79	010-125-03 (S. Cassidy)		1,706.00	1,706.00
7	Pt.33	35.0	010-126 (Seelster Farms Inc.)	64,482.00	36,583.00	101,065.00
			** 010-126 (Seelster Farms Inc.)	4,948.00	2,807.00	7,755.00
* 7	NWPt.33	0.14	010-126-01 (Vandermolen Homes Inc.)		503.00	503.00
* 7	NWPt.33	0.14	010-127 (D. Vandermolen)		503.00	503.00
* 7	NWPt.33	0.93	010-127-01 (D. Vandermolen)		2,009.00	2,009.00
* 7	SWPt.33	0.40	010-128 (T. Davidson & J. Shaw)		1,256.00	1,256.00
* 7	SWPt.33	0.40	010-129 (G. Anderson)		1,256.00	1,256.00
8&SB	33&Pt.2	24.8	030-062 (SWB Poultry Farms)	52,669.00	11,409.00	64,078.00
			** 030-062 (SWB Poultry Farms)	4,041.00	876.00	4,917.00
SB	1	9.7	030-057 (B. McComb)	18,668.00	4,690.00	23,358.00
			** 030-057 (B. McComb)	1,432.00	360.00	1,792.00
TOTAL ASSESSMENT ON LANDS				\$ 184,600.00	\$ 177,782.00	\$ 362,382.00



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

28

**BLAKE DRAIN 2021**  
**Township of Lucan Biddulph**

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
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**BRANCHES D & J (cont'd)***Geographic Biddulph*

Roman Line	2.0	Township of Lucan Biddulph		\$ 2,280.00	12,548.00	\$ 14,828.00
TOTAL ASSESSMENT ON ROADS				\$ 2,280.00	\$ 12,548.00	\$ 14,828.00

**SPECIAL ASSESSMENT** against the Township of Lucan-Biddulph  
 for the increased cost of constructing 525mm and 900mm sewer pipes under  
 Roman Line and a concrete block weir around the upstream end of the surface pipe \$ 21,695.00

**SPECIAL ASSESSMENT** against the Enbridge Inc. for the increased of locating and  
 exposing their 50mm plastic gasmain on Roman Line \$ 2,570.00

**TOTAL ASSESSMENT ON BRANCHES D & J** \$ **401,475.00**

**BRANCH E***Geographic Biddulph*

* NLR	NWPt.11	0.09	010-174 (W. Timmermans)	\$	\$ 109.00	\$ 109.00
* NLR	NWPt.11	0.09	010-175-02 (W. Timmermans)		109.00	109.00
* NLR	NWPt.11	0.55	010-177-10 (D. & T. Vanhooydonk)		580.00	580.00
* NLR	NWPt.11	0.09	010-175-01 (R. Bannister)		109.00	109.00
* NLR	NWPt.11	0.38	010-177 (M. & N. Francis)		405.00	405.00
NLR	Pt.11&12	22.8	010-175 (Seelster Farms Inc.)	6,163.00	11,102.00	17,265.00
			** 010-175 (Seelster Farms Inc.)	342.00	615.00	957.00
NLR	EPT12	2.2	010-185 (B. & S. McComb)	1,866.00	316.00	2,182.00
			** 010-185 (B. & S. McComb)	104.00	17.00	121.00
7	Pt.33	13.3	010-126 (Seelster Farms Inc.)	15,913.00	6,857.00	22,770.00
			** 010-126 (Seelster Farms Inc.)	882.00	381.00	1,263.00
TOTAL ASSESSMENT ON LANDS				\$ 25,270.00	\$ 20,600.00	\$ 45,870.00

**TOTAL ASSESSMENT ON BRANCH E** \$ **45,870.00**



SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

**BLAKE DRAIN 2021**

## Township of Lucan Biddulph

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
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## BRANCH F

*Geographic Biddulph*

NLR	Spt.10	4.9	010-167-01 (Frans Livestock Inc.)	\$ 14,110.00	\$ 7,515.00	\$ 21,625.00
* NLR	Spt.10	0.88	010-167-10 (D. Kelly)	450.00	1,910.00	2,360.00
* NLR	Spt.10	1.6	010-169 (Roman Catholic E. C.)		2,885.00	2,885.00
TOTAL ASSESSMENT ON LANDS				\$ 14,560.00	\$ 12,310.00	\$ 26,870.00

### TOTAL ASSESSMENT ON BRANCH F

**\$ 26,870.00**

**BRANCH G**

*Geographic Biddulph*

7	Pt.32	4.2	010-125 (H. Dietrich)	\$	9,280.00	\$	2,863.00	\$	12,143.00
7	NWPt.32	6.5	010-125-01 (Hugh Dietrich Farms Ltd.)		1,670.00		5,697.00		7,367.00
				=====					
TOTAL ASSESSMENT ON LANDS				\$	10,950.00	\$	8,560.00	\$	19,510.00
				=====					

### TOTAL ASSESSMENT ON BRANCH G

**\$ 19,510.00**

**BRANCH H**

*Geographic Biddulph*

Roman Line	2.0	Township of Lucan Biddulph	\$	1,740.00	\$	1,740.00
			=====			
TOTAL ASSESSMENT ON ROADS			\$	1,740.00	\$	1,740.00
			=====			

### TOTAL ASSESSMENT ON BRANCH H

**\$ 1,740.00**



SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

**BLAKE DRAIN 2021**

## Township of Lucan Biddulph

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCH A WASCObS</b>						
<i>Geographic Biddulph</i>						
7	Pt.S1/230	5.8	030-056 (Hugh J. Dietrich Farms Ltd.)	\$	\$ 726.00	\$ 726.00
7	31	35.4	010-124-50 (Grant L. Dietrich Farms Ltd.)		4,431.00	4,431.00
7	Pt.32	21.4	010-125 (H. Dietrich)		2,679.00	2,679.00
7	NWPt.32	8.7	010-125-01 (Hugh Dietrich Farms Ltd.)		1,008.00	1,008.00
7	Pt.33	3.4	010-126 (Seelster Farms Inc.)		426.00	426.00
8	30	2.0	030-066 (J. Dewan)		125.00	125.00
8	N1/231	6.0	030-065 (Hugh J. Dietrich Farms)		751.00	751.00
8	S1/231	15.3	030-064 (Hugh J. Dietrich Farms Ltd.)		1,915.00	1,915.00
8	32	33.3	030-063 (H. & J. Van Den Berg)	8,680.00	4,168.00	12,848.00
8&SB	33&Pt.2	14.2	030-062 (SWB Poultry Farms)	15,410.00	1,721.00	17,131.00
TOTAL ASSESSMENT ON LANDS				\$ 24,090.00	\$ 17,950.00	\$ 42,040.00
Roman Line				\$	\$ 40.00	\$ 40.00
Mitchell Ln(Hwy 23)				760.00		760.00
Observatory Drive					750.00	750.00
TOTAL ASSESSMENT ON ROADS				\$ 760.00	\$ 790.00	\$ 1,550.00
<b>TOTAL ASSESSMENT ON BRANCH A WASCObS</b>					<b>\$ 43,590.00</b>	



## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

## BLAKE DRAIN 2021

## Township of Lucan Biddulph

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCH D &amp; E WASCObS</b>						
<i>Geographic Biddulph</i>						
NLR	Pt.8&9	0.2	010-166 (911670 Ontario Ltd.)	\$	\$ 32.00	\$ 32.00
NLR	NPt.10	22.8	010-167 (R. Cunningham)	5,650.00	3,638.00	9,288.00
NLR	SPt.10	11.0	010-167-01 (Frans Livestock Inc.)	1,700.00	1,675.00	3,375.00
* NLR	SPt.10	0.88	010-167-10 (D. Kelly)		169.00	169.00
* NLR	SPt.10	1.60	010-169 (Roman Catholic E. C.)		255.00	255.00
* NLR	NWPt.11	0.14	010-174 (W. Timmermans)		45.00	45.00
* NLR	NWPt.11	0.14	010-175-02 (W. Timmermans)		45.00	45.00
* NLR	NWPt.11	0.55	010-177-10 (D. & T. Vanhooydonk)		153.00	153.00
* NLR	NWPt.11	0.12	010-175-01 (R.Bannister)		38.00	38.00
* NLR	NWPt.11	0.42	010-177 (M. & N. Francis)		118.00	118.00
* NLR	NWPt.11	0.06	010-173 (K.Elliot & C. Finlayson)		19.00	19.00
* NLR	NWPt.11	0.02	010-172 (C. Luyten)		6.00	6.00
NLR	Pt.11&12	22.8	010-175 (Seelster Farms Inc.)	4,490.00	3,638.00	8,128.00
NLR	EPT12	8.2	010-185 (B. & S. McComb)	3,370.00	1,308.00	4,678.00
7	Pt.32	9.2	010-125 (H. Dietrich)		1,468.00	1,468.00
7	NWPt.32	1.7	010-125-01 (Hugh Dietrich Farms Ltd.)		168.00	168.00
* 7	NWPt.32	0.79	010-125-03 (S. Cassidy)		152.00	152.00
7	Pt.33	35.0	010-126 (Seelster Farms Inc.)	23,460.00	5,584.00	29,044.00
* 7	NWPt.33	0.14	010-126-01 (Vandermolen Homes Inc.)		45.00	45.00
* 7	NWPt.33	0.14	010-127 (D. Vandermolen)		45.00	45.00
* 7	NWPt.33	0.93	010-127-01 (D. Vandermolen)		179.00	179.00
* 7	SWPt.33	0.40	010-128 (T. Davidson & J. Shaw)		112.00	112.00
* 7	SWPt.33	0.40	010-129 (G. Anderson)		112.00	112.00
8&SB	33&Pt.2	24.8	030-062 (SWB Poultry Farms)	19,910.00	3,638.00	23,548.00
SB	1	9.7	030-057 (B. McComb)	1,760.00	1,308.00	3,068.00
TOTAL ASSESSMENT ON LANDS				\$ 60,340.00	\$ 23,950.00	\$ 84,290.00
Roman Line	2.0	Township of Lucan Biddulph	\$ 380.00	1,020.00	\$ 1,400.00	
Mitchell Ln(Hwy 23)	1.2	Ministry of Transportation	\$ 2,000.00	\$	\$ 2,000.00	
TOTAL ASSESSMENT ON ROADS				\$ 2,380.00	\$ 1,020.00	\$ 3,400.00
TOTAL ASSESSMENT ON BRANCH D & E WASCObS					\$ 87,690.00	
TOTAL ASSESSMENT ON THE BLAKE DRAIN 2021					\$ 1,050,700.00	



SCHEDULE OF NET ASSESSMENT

BLAKE DRAIN 2021  
Township of Lucan Biddulph

(FOR INFORMATION PURPOSES ONLY)

Job No. 220043

March 26, 2021

\* = Non-agricultural, \*\* = Non-grantable

ROLL NUMBER OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
Geographic Biddulph				
010-166 (911670 Ontario Ltd.)	\$ 434.00	\$ 133.00	\$	\$ 301.00
** 010-166 (911670 Ontario Ltd.)	31.00			31.00
010-167 (R. Cunningham)	72,113.00	22,091.00	6,850.00	43,172.00
** 010-167 (R. Cunningham)	4,922.00			4,922.00
010-167-01 (Frans Livestock Inc.)	48,882.00	14,974.00	4,210.00	29,698.00
** 010-167-01 (Frans Livestock Inc.)	1,880.00			1,880.00
* 010-167-10 (D. Kelly)	4,541.00			4,541.00
* 010-169 (Roman Catholic E. C.)	6,180.00			6,180.00
* 010-174 (W. Timmermans)	490.00			490.00
* 010-175-02 (W. Timmermans)	490.00			490.00
* 010-177-10 (D. & T. Vanhooydonk)	1,542.00			1,542.00
* 010-175-01 (R.Bannister)	406.00			406.00
* 010-177 (M. & N. Francis)	1,219.00			1,219.00
* 010-173 (K.Elliot & C. Finlayson)	249.00			249.00
* 010-172 (C. Luyten)	83.00			83.00
010-175 (Seelster Farms Inc.)	43,132.00	13,213.00	430.00	29,489.00
** 010-175 (Seelster Farms Inc.)	2,420.00			2,420.00
010-185 (B. & S. McComb)	24,751.00	7,582.00	2,150.00	15,019.00
** 010-185 (B. & S. McComb)	1,530.00			1,530.00
030-056 (Hugh J. Dietrich Farms Ltd.)	12,104.00	3,708.00	60.00	8,336.00
** 030-056 (Hugh J. Dietrich Farms Ltd.)	2,166.00			2,166.00
010-124-50 (Grant L. Dietrich Farms Ltd.)	79,948.00	24,491.00	4,360.00	51,097.00
** 010-124-50 (Grant L. Dietrich Farms Ltd.)	7,586.00			7,586.00
010-125 (H. Dietrich)	95,618.00	29,291.00	11,770.00	54,557.00
** 010-125 (H. Dietrich)	6,713.00			6,713.00
010-125-01 (Hugh Dietrich Farms Ltd.)	21,411.00	6,559.00	80.00	14,772.00
** 010-125-01 (Hugh Dietrich Farms Ltd.)	1,464.00			1,464.00
* 010-125-03 (S. Cassidy)	1,927.00			1,927.00
010-126 (Seelster Farms Inc.)	164,001.00	50,239.00	24,050.00	89,712.00
** 010-126 (Seelster Farms Inc.)	9,896.00			9,896.00
* 010-126-01 (Vandermolen Homes Inc.)	568.00			568.00
* 010-127 (D. Vandermolen)	568.00			568.00
* 010-127-01 (D. Vandermolen)	2,269.00			2,269.00
* 010-128 (T. Davidson & J. Shaw)	1,419.00			1,419.00
* 010-129 (G. Anderson)	1,419.00			1,419.00
030-066 (J. Dewan)	1,505.00	461.00		1,044.00
** 030-066 (J. Dewan)	141.00			141.00
030-065 (Hugh J. Dietrich Farms)	9,289.00	2,846.00		6,443.00
** 030-065 (Hugh J. Dietrich Farms)	873.00			873.00
030-064 (Hugh J. Dietrich Farms Ltd.)	21,965.00	6,729.00	1,970.00	13,266.00
** 030-064 (Hugh J. Dietrich Farms Ltd.)	1,976.00			1,976.00
030-063 (H. & J. Van Den Berg)	87,651.00	26,850.00	16,550.00	44,251.00
** 030-063 (H. & J. Van Den Berg)	8,468.00			8,468.00
030-062 (SWB Poultry Farms)	164,582.00	50,417.00	16,680.00	97,485.00
** 030-062 (SWB Poultry Farms)	12,106.00			12,106.00
030-057 (B. McComb)	26,944.00	8,254.00	4,640.00	14,050.00
** 030-057 (B. McComb)	1,868.00			1,868.00
030-123 (A. & Z. Carreau)	1,890.00	579.00		1,311.00
** 030-123 (A. & Z. Carreau)	210.00			210.00
* Roman Line	\$ 19,016.00	\$	\$	\$ 19,016.00
* Mitchell Ln(Hwy 23)	4,632.00			4,632.00
* Observatory Drive	14,132.00			14,132.00
* <u>Non Prorated Special Assessments</u>				
* Roman Line	21,695.00			21,695.00
* Mitchell Ln(Hwy 23)	18,330.00			18,330.00
* Observatory Drive	6,485.00			6,485.00
* Enbridge Inc	2,570.00			2,570.00
TOTALS	\$ 1,050,700.00	\$ 268,417.00	\$ 93,800.00	\$ 688,483.00



# *Police Service Board Report*



*~ Lucan Biddulph ~*

August — December 2020





## Calls For Service (CFS) Billing Summary Report

**Lucan-Biddulph**  
**August to December - 2020**

Billing Categories <i>(Billing categories below do not match traditional crime groupings)</i>	2020				2019			
	August to December	Year to Date	Time Standard	Year To Date Weighted Hours	August to December	Year to Date	Time Standard	Year To Date Weighted Hours
Violent Criminal Code	5	18	16.0	288.0	15	28	16.0	448.0
Property Crime Violations	17	57	6.5	370.5	41	98	6.5	637.0
Other Criminal Code Violations (Excluding traffic)	3	11	7.8	85.8	5	7	7.8	54.6
Drug Possession	2	4	6.5	26.0	2	3	6.5	19.5
Statutes & Acts	6	32	3.4	108.8	13	42	3.4	142.8
Operational	121	272	3.6	979.2	93	238	3.6	856.8
Operational2	32	93	1.3	120.9	60	138	1.3	179.4
Traffic	12	28	3.4	95.2	12	32	3.4	108.8
<b>Total</b>	<b>198</b>	<b>515</b>		<b>2,074.4</b>	<b>241</b>	<b>586</b>		<b>2,446.9</b>

**Note to Detachment Commanders:**

- The content of each report is to be shared by the Detachment Commander only with the municipality for which it was generated. The municipality may treat this as a public document and distribute it as they wish.
- All data is sourced from the Niche RMS application. Included are 'reported' occurrences (actuals and unfounded occurrences) for 'billable' occurrences ONLY. Data is refreshed on a weekly basis.
- The Traffic category includes motor vehicle collision (MVC) occurrences entered into Niche (UCR code 8521). MVCs are NOT sourced from the eCRS application for this report.
- Only the primary violation is counted within an occurrence.
- Time standards displayed are for the 2021 billing period.

**Note to Municipalities:**

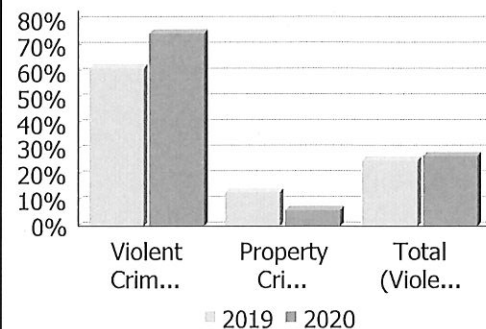
- Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continues to investigate and solve crime.
- This report is NOT to be used for crime trend analysis as not all occurrences are included.
- Data groupings within this report do not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



**Police Services Board Report for Lucan - Biddulph**  
**Records Management System**  
**August to December - 2020**

**Clearance Rate**

Clearance Rate	August to December			Year to Date - December		
	2019	2020	Difference	2019	2020	Difference
Violent Crime	61.5%	75.0%	13.5%	68.0%	64.3%	-3.7%
Property Crime	13.2%	6.2%	-6.9%	10.0%	6.1%	-3.9%
Drug Crime	--	--	--	--	--	--
<b>Total (Violent, Property &amp; Drug)</b>	<b>25.5%</b>	<b>27.3%</b>	<b>1.8%</b>	<b>23.3%</b>	<b>22.7%</b>	<b>-0.6%</b>



Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

**Data Utilized**

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

**Detachment:** 6Q - MIDDLESEX (Strathroy)  
**Location code(s):** 6Q30 - MIDDLESEX (Lucan)  
**Area code(s):** 6182 - Lucan-Biddulph

**Data source date:**  
 2021/05/01

**Report Generated by:**  
 Croker, Dean

**Report Generated on:**  
 May 6, 2021 4:21:53 PM  
 PP-CSC-Operational Planning-4300



## Lucan - Biddulph

## 2019 Collision Summary

Month	Victims			Collisions								
	Total	# of Deceased	# of Injured	Total	# of Fatal	# of PI	# of PD	Alcohol/Drugs Involved			# of CMV	# of Single Vehicle
								Yes	No	Unknown		
August	9	1	8	8	1	1	5	0	6	2	1	4
September	4	0	4	16	0	2	14	0	12	4	0	8
October	4	1	3	20	1	2	17	0	19	1	3	12
November	4	0	4	13	0	3	10	0	12	1	0	11
December	3	0	3	12	0	2	10	0	11	1	0	9
Grand Total	24	2	22	69	2	10	56	7	60	9	4	44

## 2020 Collision Summary

Month	Victims			Collisions								
	Total	# of Deceased	# of Injured	Total	# of Fatal	# of PI	# of PD	Alcohol/Drugs Involved			# of CMV	# of Single Vehicle
								Yes	No	Unknown		
August	2	0	2	7	0	1	6	0	6	1	2	3
September	0	0	0	12	0	0	12	1	10	1	0	6
October	6	0	6	8	0	2	6	1	7	0	0	5
November	4	0	4	16	0	2	14	1	14	1	3	11
December	1	0	1	10	0	1	9	0	10	0	1	6
Grand Total	13	0	14	53	0	6	47	3	47	3	6	31



**TOWNSHIP OF LUCAN BIDDULPH  
CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**



**TOWNSHIP OF LUCAN BIDDULPH  
CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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<b>-1-</b>	Independent Auditor's Report
<b>-3-</b>	Consolidated Statement of Financial Position
<b>-4-</b>	Consolidated Statement of Operations and Accumulated Surplus
<b>-5-</b>	Consolidated Statement of Cash Flows
<b>-6-</b>	Consolidated Statement of Change in Net Financial Assets
<b>-7- to -14-</b>	Notes to the Consolidated Financial Statements
<b>-15-</b>	Schedule 1 - Consolidated Schedule of Tangible Capital Assets
<b>-16-</b>	Schedule 2 - Consolidated Schedule of Segmented Information



## **INDEPENDENT AUDITOR'S REPORT**

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**To the Members of Council, Inhabitants and Ratepayers of the Township of Lucan Biddulph**

### **Opinion**

We have audited the accompanying consolidated financial statements of Township of Lucan Biddulph (the "Township"), which comprise the Consolidated Statement of Financial Position as at December 31, 2020, and Consolidated Statements of Operations and Accumulated Surplus, Cash Flows and Change in Net Financial Assets for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Township of Lucan Biddulph as at December 31, 2020 and its financial performance and its cash flows and change in net assets for the year then ended in accordance with Canadian public sector accounting standards.

### **Basis of Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Township in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Responsibilities of Management and Those Charged with Governance for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Township's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Township or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Township's financial reporting process.



**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Township's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Township to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**June 1, 2021**  
**London, Canada**

**LICENSED PUBLIC ACCOUNTANT**



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**TOWNSHIP OF LUCAN BIDDULPH**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
**AS AT DECEMBER 31, 2020**

	2020	2019
<b>FINANCIAL ASSETS</b>		
Cash	\$ 8,933,796	\$ 6,977,505
Taxes receivable	603,918	592,272
Land held for resale	504,263	504,263
Accounts receivable	1,886,180	1,210,496
	<b>11,928,157</b>	<b>9,284,536</b>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	1,238,638	974,241
Other current liabilities	8,418	7,315
Deferred revenue - obligatory reserve funds (note 6)	1,667,726	1,702,127
Net long-term liabilities (note 7.a)	3,469,739	3,769,977
	<b>6,384,521</b>	<b>6,453,660</b>
<b>NET FINANCIAL ASSETS</b>	<b>5,543,636</b>	<b>2,830,876</b>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets - Schedule 1	41,223,792	40,314,155
Capital work in progress	394,310	262,005
Inventory	19,088	23,414
Prepaid supplies	165,484	99,692
	<b>41,802,674</b>	<b>40,699,266</b>
<b>ACCUMULATED SURPLUS (note 8)</b>	<b>\$ 47,346,310</b>	<b>\$ 43,530,142</b>

The accompanying notes are an integral part of these financial statements.



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**TOWNSHIP OF LUCAN BIDDULPH  
CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	Budget 2020	Actual 2020	Actual 2019
<b>REVENUE</b>			
Property taxation	\$ 4,661,299	\$ 4,667,188	\$ 4,232,626
User charges	3,278,680	3,375,483	3,180,278
Government grants	605,882	702,777	1,076,945
Investment income	112,850	74,994	158,731
Penalty and interest on taxes	80,000	79,763	86,397
Other revenue	23,100	185,351	390,831
	<b>8,761,811</b>	<b>9,085,556</b>	<b>9,125,808</b>
<b>EXPENDITURES</b>			
General government	1,150,326	1,118,460	1,131,660
Protection to persons and property	1,117,870	1,166,477	1,089,490
Transportation services	1,839,381	2,056,877	2,087,236
Environmental services	2,709,653	2,176,223	1,911,074
Recreation and cultural development	1,541,900	1,308,995	1,521,808
Planning and development	237,500	153,246	568,148
	<b>8,596,630</b>	<b>7,980,278</b>	<b>8,309,416</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES BEFORE OTHER</b>	<b>165,181</b>	<b>1,105,278</b>	<b>816,392</b>
<b>OTHER</b>			
Government transfers related to capital	201,776	201,994	223,472
Gain (loss) on disposal of capital assets	-	(2,032,622)	(55,957)
Developer and other contributions related to capital	339,905	4,541,518	432,717
	<b>541,681</b>	<b>2,710,890</b>	<b>600,232</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<b>706,862</b>	<b>3,816,168</b>	<b>1,416,624</b>
	<b>43,530,142</b>	<b>43,530,142</b>	<b>42,113,518</b>
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	<b>\$ 44,237,004</b>	<b>\$ 47,346,310</b>	<b>\$ 43,530,142</b>

The accompanying notes are an integral part of these financial statements.



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**TOWNSHIP OF LUCAN BIDDULPH  
CONSOLIDATED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	2020	2019
<b>NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:</b>		
<b>OPERATING</b>		
Excess of revenue over expenditures (page 4)	\$ 3,816,168	\$ 1,416,624
Non-cash charges to operations		
Amortization	1,907,233	1,870,633
Net disposal of tangible capital assets	2,047,623	55,957
Net change in working capital other than cash (A)	(456,231)	1,259,759
	<b>7,314,793</b>	<b>4,602,973</b>
<b>INVESTING</b>		
Acquisition of tangible capital assets	(4,864,493)	(4,190,075)
Decrease (increase) in capital work in progress	(132,305)	2,393,631
Decrease (increase) in inventory	4,326	11,126
Decrease (increase) in prepaid supplies	(65,792)	(6,898)
	<b>(5,058,264)</b>	<b>(1,792,216)</b>
<b>FINANCING</b>		
Net proceeds (repayments) in long-term debt and bank loan	(300,238)	(553,878)
Net change in cash and cash equivalents during the year	<b>1,956,291</b>	<b>2,256,879</b>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<b>6,977,505</b>	<b>4,720,626</b>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b>\$ 8,933,796</b>	<b>\$ 6,977,505</b>

(A) Net change in working capital other than cash includes the net change in taxes receivable, accounts receivable, land held for resale, accounts payable and accrued liabilities, other current liabilities and deferred revenue.

The accompanying notes are an integral part of these financial statements.



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**TOWNSHIP OF LUCAN BIDDULPH**  
**CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**

	2020	2019
Excess revenue over expenditures (page 4)	\$ 3,816,168	\$ 1,416,624
Amortization of tangible capital assets	1,907,233	1,870,633
Investment in capital works in progress	(132,305)	2,393,631
Change in inventory	4,326	11,126
Change in prepaid supplies	(65,792)	(6,898)
Net disposal of tangible capital assets	2,047,623	55,957
Acquisition of tangible capital assets	(4,864,493)	(4,190,075)
Increase in net financial assets	2,712,760	1,550,998
<b>NET FINANCIAL ASSETS, BEGINNING OF YEAR</b>	<b>2,830,876</b>	<b>1,279,878</b>
<b>NET FINANCIAL ASSETS, END OF YEAR</b>	<b>\$ 5,543,636</b>	<b>\$ 2,830,876</b>

The accompanying notes are an integral part of these financial statements.



**TOWNSHIP OF LUCAN BIDDULPH  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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The Township of Lucan Biddulph (the Township) is a Township in the Province of Ontario, Canada. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

**1. Significant accounting policies**

The consolidated financial statements of the Township of Lucan Biddulph are prepared by management in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Township are as follows:

**a. i. Basis of consolidation**

These consolidated financial statements reflect the assets, liabilities, operating revenue and expenditures and accumulated surpluses and changes in investment in tangible capital assets of the Township.

The Township contributes 51% towards the funding of the Biddulph-Blanchard Fire Area and these financial statements includes 51% of the Area's assets, liabilities, operating revenue and expenditures and accumulated surplus and changes in investment in the Area's tangible capital assets.

These financial statements include the activities of all other committees of Council.

**ii. Non-consolidated entities**

There are no local boards, joint local boards, municipal enterprises and utilities which are not consolidated.

**b. Revenue recognition**

Revenue is recognized when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Government grants and transfers are recognized in the consolidated financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

**c. Accounting for County and School Board transactions**

The Township is required to bill, collect and remit provincial education and upper tier taxation in respect of residential and other properties on behalf of the School Boards and upper tier. The Township has no jurisdiction or control over the School Board or upper tier's operations or their tax rate. The taxation, other revenue, expenditures, assets and liabilities with respect to the operations of the School Boards, and the County of Middlesex are not reflected in these consolidated financial statements.



**TOWNSHIP OF LUCAN BIDDULPH  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**1. Significant accounting policies continued**

**d. Trust funds**

Trust funds and their related operations administered by the Township are not consolidated, but are reported separately on the Trust Fund Statements of Operations and Financial Position.

**e. Non-financial assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenue over expenditures, provides the Consolidated Change in Financial Assets for the year.

The Township's non-financial assets consist of tangible capital assets. Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Land improvements	10 to 40 years
Buildings	20 to 50 years
Vehicles and machinery	3 to 30 years
Equipment and furniture	3 to 10 years
Infrastructure	50 to 100 years
Roads and bridges	15 to 100 years

Tangible capital assets received as contributions are recorded at their fair value at the date of the receipt. The fair value is also recorded as contributed revenue.

**f. Deferred revenue**

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used in the conduct of certain programs, in the completion of specific work or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenditures are incurred, services performed or the tangible capital assets are acquired.



**TOWNSHIP OF LUCAN BIDDULPH  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**1. Significant accounting policies continued**

**g. Use of estimates**

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

**h. Leases**

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expense as incurred.

**i. Financial instruments**

Financial instruments of the Township consist mainly of cash, short-term investments, accounts receivable and taxes receivable. The carrying values of these financial assets approximate their fair values unless otherwise disclosed.

**2. Tax revenue**

Property tax billings are prepared by the Township based on an assessment roll prepared by the Ontario Property Assessment Corporation. All assessed property values in the Township were reviewed and new values established based on a common valuation date which was used by the Township in computing the 2020 property tax bills. Property tax revenue and tax receivables are subject to appeals which may not have been heard yet. Any supplementary billing adjustments made necessary by the determination of such appeals will be recognized in the fiscal year they are determined and the effect shared with the County of Middlesex and the appropriate school boards.

**3. Trust funds**

Trust funds administered by the Township amounting to \$1,296 (2019 - \$1,292) have not been included in these consolidated financial statements.



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**TOWNSHIP OF LUCAN BIDDULPH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**

**4. Operations of School Boards and the County of Middlesex**

Further to note 1.c, the taxation revenue of the School Boards and County of Middlesex are comprised of the following:

	<b>School Boards</b>	<b>County</b>
Taxation and user charges	\$ 1,431,072	\$ 2,886,050
Requisitions	\$ 1,431,072	\$ 2,886,050

**5. Pension agreements**

The Township makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of services and rates of pay.

The amount contributed to OMERS for 2020 was \$118,921 (2019 - \$89,466) for current service and is included as an expenditure on the Consolidated Statement of Operations and Accumulated Surplus. The Township has no obligation, as of December 31, 2020, under the past service provisions. The OMERS funding ratio for 2020 is 97.0% (2019 - 97.0%), with the goal of being fully funded by 2025.

**6. Deferred revenue - obligatory reserve funds**

A requirement of the public sector accounting standards is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The balances in the obligatory reserve funds of the Township are summarized as follows:

	<b>2020</b>	<b>2019</b>
Development charges	\$ 1,377,085	\$ 1,562,815
Deferred revenue	165,694	139,312
Safe Restart	35,393	-
Federal gas tax	89,554	-
	<b>\$ 1,667,726</b>	<b>\$ 1,702,127</b>



**TOWNSHIP OF LUCAN BIDDULPH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**

**7. Long-term liabilities**

	2020	2019
<b>a. The balance of long-term liabilities reported on the Consolidated Statement of Financial Position is made up of the following:</b>		
Total long-term liabilities incurred by the Township including those incurred on behalf of school boards, other municipalities and municipal enterprises and outstanding at the end the year amount to	\$ 3,504,503	\$ 3,815,706
Of the long-term liabilities shown above, irresponsibility for payment of principal and interest charges for tile drain loans has been assumed by individuals. At the end of the year, the outstanding principal amount of this liability is	(34,764)	(45,729)
Net long-term liabilities at the end of the year	\$ 3,469,739	\$ 3,769,977
<b>b. Debt to be retired over the next five years</b>		
	Recovered from Ratepayers	Recovered from Taxation
2021	\$ 54,695	\$ 251,569
2022	\$ 32,780	\$ 168,474
2023	\$ -	\$ 172,999
2024	\$ -	\$ 177,648
2025	\$ -	\$ 182,423

- c.** Approval of the Ontario Municipal Board has been obtained for those pending issues of long term liabilities and commitments to be financed by revenue beyond the term of Council and approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law. The principal and interest payments required to service these pending issues and commitments are within the debt repayment limit prescribed by the Ministry of Municipal Affairs.
- d.** The Township is contingently liable for long term liabilities with respect to tile drainage loans, and for those for which the principal and interest had been assumed by other municipalities, school board and unconsolidated local boards, municipal enterprises, and utilities. The total amount outstanding as at December 31, 2020 is \$34,764 (2019 - \$45,729) is not recorded on the Consolidated Statement of Financial Position.



**TOWNSHIP OF LUCAN BIDDULPH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**

**7. Long-term liabilities continued**

- e. The Township has a borrowing agreement to provide temporary funding for construction of municipal drains and capital projects. At December 31, 2020, there is \$NIL (2019 - \$NIL) outstanding on this bank loan. The bank has authorized credit up to \$1,000,000 and the loan is repayable at interest of prime less 0.6%.

**8. Accumulated surplus**

The accumulated surplus on the Consolidated Statement of Financial Position at the end of the year is comprised of the following:

	2020	2019
<b>Investment in tangible capital assets</b>	<b>\$ 38,148,363</b>	<b>\$ 36,806,188</b>
<b>Reserves set aside for specific purpose:</b>		
- for working capital	300,100	300,100
- for water operations and capital	852,639	593,414
- for sewer operations and capital	2,256,502	1,699,344
- for parks needs	286,980	169,118
- for arena needs	371,099	229,074
- for public works needs	1,737,969	904,885
- for tax rate stabilization	779,945	310,612
- for building	1,809,357	1,725,403
- for administration	420,106	457,490
<b>Total reserves</b>	<b>8,814,697</b>	<b>6,389,440</b>
<b>Reserve funds set aside for specific purpose:</b>		
- for fire capital needs	383,250	334,514
<b>Total reserve funds</b>	<b>383,250</b>	<b>334,514</b>
<b>ACCUMULATED SURPLUS</b>	<b>\$ 47,346,310</b>	<b>\$ 43,530,142</b>



**TOWNSHIP OF LUCAN BIDDULPH  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

**9. Charges for net long-term liabilities**

Interest for the year for net long-term liabilities are as follows:

	2020	2019
Interest (included in operating expenditures)	\$ 97,367	\$ 89,309
	\$ 97,367	\$ 89,309

**10. Budget figures**

The Township's Council completes separate budget reviews for its operating and capital budgets each year. The approved operating budget for 2020 is reflected on the Consolidated Statement of Operations and Accumulated Surplus.

**11. Commitments**

- a. On July 13, 1998, The Corporation of the City of London received a Notice of Transfer for the Lake Huron Primary Water System. The transfer order was finalized in 1999. Under the transfer order, the works, properties and all assets, liabilities, rights and obligations of the system are conveyed, assigned and transferred to the City of London. The Township of Lucan Biddulph is a member of the Lake Huron Water Supply System and represents approximately 0.86% of the total System. This percentage is based on the annual flows during 2020. The Township's share of the System's accumulated surplus and tangible capital assets is \$1,576,143. These balances are based on the System's financial statements and have not been reflected in these financial statements.
- b. The Township contracts with the Ontario Provincial Police to provide policing services under Section 10 of the Police Services Act. The cost of this contract for 2020 was \$654,830 (2019 - \$616,722).

**12. Public sector salary disclosure**

There are three employees paid a salary, as defined in the Public Sector Disclosure Act, 1996 of \$100,000 or more.



**TOWNSHIP OF LUCAN BIDDULPH  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**13. Segmented information**

Segmented information is presented on Schedule 2. The Township of Lucan Biddulph is a diversified municipality and provides a wide range of services to its citizens including police through contracted services, fire, protective services, transportation, environmental, including water, wastewater, waste disposal and storm management, and community services, including recreation, library and museum and planning, including development and municipal drains. The general government segment includes such functions as finance and information services, council and administrative offices.

**14. Liability for contaminated sites**

PSAB 3260 requires a municipality to accrue the present value of the expected remediation costs for known contaminated sites the municipality owns. This requirement is effective for years ending December 31, 2015 and after. The Township has evaluated the properties and has determined that no accrual is required for future remediation costs.

**15. Significant event**

In March 2020, the Province of Ontario declared a state of emergency in response to the COVID-19 virus. The Township has followed the Provincial orders regarding essential services and as a result, has closed some of its services as required under these orders in 2020. It is unclear the total financial impact the COVID-19 virus will have on the Township. Council and staff continue to monitor the situation. During the year ending December 31, 2020, the Township recognized \$88,207 of government grants under the Safe Restart Program.

**16. Subsequent event**

Subsequent to December 31, 2020, the Township was notified it would receive a maximum of \$5,525,375 in combined Federal and Provincial funding under the Community, Culture and Recreation Infrastructure Funding for the expansion and revitalization of the Lucan Community Memorial Centre. The project is currently estimated to cost \$9,200,000 but has not yet been tendered. The Township will fund its portion from reserves, fundraising and long-term debt.

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TOWNSHIP OF LUCAN BIDDULPH  
CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS  
FOR THE YEAR ENDED DECEMBER 31, 2020

	Land	Land Improvements	Buildings and Fixtures	Machinery and Equipment	Automotive	Infrastructure	2020 Total	2019 Total
<b>COST</b>								
Balance, beginning of year	\$ 1,280,162	\$ 1,832,828	\$ 19,553,385	\$ 3,622,173	\$ 2,185,146	\$ 39,745,357	\$ 68,219,051	\$ 64,216,879
Add:								
Additions during the year	44,500	819,300	-	187,679	38,198	3,774,816	4,864,493	4,190,075
Less:								
Disposals during the year	-	-	-	(53,768)	-	(4,534,496)	(4,588,264)	(187,903)
Balance, end of year	1,324,662	2,652,128	19,553,385	3,756,084	2,223,344	38,985,677	68,495,280	68,219,051
<b>ACCUMULATED AMORTIZATION</b>								
Balance, beginning of year	-	689,624	7,137,222	1,447,519	985,000	17,645,531	27,904,896	26,166,209
Add:								
Amortization during the year	-	112,686	444,703	239,666	149,091	961,087	1,907,233	1,870,633
Less:								
Disposals during the year	-	-	-	(53,768)	(2,486,873)	-	(2,540,641)	(131,946)
Balance, end of year	-	802,310	7,581,925	1,633,417	(1,352,782)	18,606,618	27,271,488	27,904,896
<b>NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS</b>	<b>\$ 1,324,662</b>	<b>\$ 1,849,818</b>	<b>\$ 11,971,460</b>	<b>\$ 2,122,667</b>	<b>\$ 3,576,126</b>	<b>\$ 20,379,059</b>	<b>\$ 41,223,792</b>	<b>\$ 40,314,155</b>

This schedule is provided for information purposes only.



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Schedule 2

**TOWNSHIP OF LUCAN BIDDULPH  
CONSOLIDATED SCHEDULE OF SEGMENTED INFORMATION  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	General Government	Protective Services	Transportation	Environmental	Recreation and Culture	Planning and Agriculture	Total
<b>REVENUE</b>							
Taxation	\$ 4,667,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,667,188
User fees	70,664	201,215	19,475	2,696,816	326,351	60,962	3,375,483
Government grants-operating	550,982	22,799	8,319	24,529	82,162	13,986	702,777
Investment income	74,994	-	-	-	-	-	74,994
Penalty and interest on taxes	79,763	-	-	-	-	-	79,763
Other	183,159	-	-	-	2,192	-	185,351
	5,626,750	224,014	27,794	2,721,345	410,705	74,948	9,085,556
<b>EXPENDITURES</b>							
Salaries and benefits	707,641	143,869	399,756	168,831	509,663	7,916	1,937,676
Materials, goods and services	332,367	926,976	687,590	1,568,112	481,217	139,107	4,135,369
Amortization	78,452	95,632	969,531	439,280	318,115	6,223	1,907,233
	1,118,460	1,166,477	2,056,877	2,176,223	1,308,995	153,246	7,980,278
<b>EXCESS REVENUE OVER EXPENDITURES (EXPENDITURES OVER REVENUE)</b>							
<b>BEFORE OTHER</b>	4,508,290	(942,463)	(2,029,083)	545,122	(898,290)	(78,298)	1,105,278
<b>OTHER</b>							
Government transfers related to capital	-	-	201,519	-	475	-	201,994
Gain (loss) on disposal	-	-	(2,032,622)	-	-	-	(2,032,622)
Developer contributions related to capital	-	5,164	1,733,108	2,758,746	44,500	-	4,541,518
	-	5,164	(97,995)	2,758,746	44,975	-	2,710,890
<b>EXCESS REVENUE OVER EXPENDITURES</b>	\$ 4,508,290	\$ (937,299)	\$ (2,127,078)	\$ 3,303,868	\$ (853,315)	\$ (78,298)	\$ 3,816,168

This schedule is provided for information purposes only.



**TOWNSHIP OF LUCAN BIDDULPH**  
**TRUST FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**



## INDEPENDENT AUDITOR'S REPORT

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**To the Members of Council, Inhabitants and Ratepayers of the Township of Lucan Biddulph**

### **Opinion**

We have audited the accompanying financial statements of the Township of Lucan Biddulph Trust Fund (the "Trust Fund") which comprise the Statement of Financial Position as at December 31, 2020, and Statements of Operations and Accumulated Surplus and Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Township of Lucan Biddulph Trust Fund as at December 31, 2020 and its financial performance and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### **Basis of Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Trust Fund in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Responsibilities of Management and Those Charged with Governance for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Trust Fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust Fund or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust Fund's financial reporting process.



**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust Fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust Fund's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust Fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**June 1, 2021**

**London, Canada**

**LICENSED PUBLIC ACCOUNTANT**



**TOWNSHIP OF LUCAN BIDDULPH  
TRUST FUND  
STATEMENT OF FINANCIAL POSITION  
AS AT DECEMBER 31, 2020**  
(with comparative balances as at December 31, 2019)

	<u>2020</u>	<u>2019</u>
<b>FINANCIAL ASSETS</b>		
Cash	\$ 461	\$ 456
Loans receivable	<u>859</u>	<u>859</u>
	<u>1,320</u>	<u>1,315</u>
<b>LIABILITIES</b>		
Due to Township of Lucan Biddulph	<u>23</u>	<u>23</u>
	<u>1,297</u>	<u>1,292</u>
<b>NET FINANCIAL ASSETS</b>	<u>1,297</u>	<u>1,292</u>
<b>ACCUMULATED SURPLUS (note 2)</b>	<u>\$ 1,297</u>	<u>\$ 1,292</u>

The accompanying notes are an integral part of these financial statements.



**TOWNSHIP OF LUCAN BIDDULPH  
TRUST FUND  
STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS  
FOR THE YEAR ENDED DECEMBER 31, 2020**  
(with comparative balances for the year ended December 31, 2019)

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	<u>2020</u>	<u>2019</u>
<b>REVENUES</b>		
Interest	\$ 5	\$ 10
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Excess revenues over expenditures for the year	5	10
Accumulated surplus, beginning of the year	<u>1,292</u>	<u>1,282</u>
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	<u><u>\$ 1,297</u></u>	<u><u>\$ 1,292</u></u>

The accompanying notes are an integral part of these financial statements.



**TOWNSHIP OF LUCAN BIDDULPH  
TRUST FUND  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2020**  
(with comparative balances for the year ending December 31, 2019)

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	<u>2020</u>	<u>2019</u>
<b>NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:</b>		
<b>OPERATIONS</b>		
Excess revenues over expenditures - Statement 2	\$ <u>5</u>	\$ <u>10</u>
Increase in cash and cash equivalents	5	10
Cash, beginning of year	<u>456</u>	<u>446</u>
<b>CASH, END OF YEAR</b>	<b>\$ <u><u>461</u></u></b>	<b>\$ <u><u>456</u></u></b>
<b>COMPRISED OF:</b>		
Cash	<b>\$ <u><u>461</u></u></b>	<b>\$ <u><u>456</u></u></b>

The accompanying notes are an integral part of these financial statements.



**TOWNSHIP OF LUCAN BIDDULPH  
TRUST FUND  
NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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1. Accounting Policies

The financial statements of the Township of Lucan Biddulph Trust Fund are prepared by management in accordance with Canadian public sector accounting standards.

(a) Basis of Accounting

Revenues and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(b) Financial Instruments

The financial instruments of the trust funds consist of cash, loans and loans receivable and due to the Township of Lucan Biddulph. The carrying values of these financial assets approximate their fair values unless otherwise disclosed.

(c) Use of Estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the period. Actual results could differ from these estimates.

(d) Capital Assets

The trust fund does not own any capital assets.

2. Ontario Home Renewal Program

The Ontario Home Renewal Program was established by the Ontario Ministry of Housing in 1973 to provide grants for municipalities to make loans to assist owner occupants to repair, rehabilitate and improve their homes to local property standards. Individual loans are limited to \$7,500 of which the maximum forgivable portion is \$4,000.

The Ontario Ministry of Housing has revised the regulations and administration of the Program. As of December 31, 1994, the municipality is required to transfer the trust fund balances less an administration fee to the Ministry before March 1, 1996. The municipality is continuing to administer and collect the loans on behalf of the Ministry. No new loans have been granted since July 13, 1993.



# The Corporation of the Township of Lucan Biddulph Council Minutes

**Present:** Mayor C. Burghardt-Jesson, Deputy Mayor D. Manders, Councillor D. Regan, Councillor P. Mastorakos and Councillor A. Westman

**Also Present:** R. Reymer-CAO/Clerk, T. Merner-Deputy Clerk, K. Langendyk-Treasurer, J. Little-Public Works Manager, P. Smith-Parks & Recreation Manager, L. deBoer-Economic Development Coordinator, D. Fitzgerald-County Planner

**Call To Order**

Mayor C. Burghardt-Jesson called the meeting to order at 6:00 p.m. The meeting took place electronically.

**Declaration of Pecuniary Interest & Nature Thereof**

<u>a. Member</u>	<u>Item #</u>
Councillor P. Mastorakos	5 (a)

**Nature of Conflict**

Neighbour to 43 Hardy Court and  
Family member has business dealings with owner

**Announcements**

Today is a good day in Lucan Biddulph, Middlesex County and the Province as a whole. Vaccinations for those 18+ are now available. Appointments can be made through the Middlesex-London Health Unit website. Please be patient, appointments are allocated on the basis of availability of vaccine. Remember, if you didn't get an appointment booked today, try again tomorrow. When it's your turn (and now ALL adults are eligible), please book an appointment. If you haven't yet made the commitment to get a vaccine, that's ok. Once you are eligible, you are always eligible. So book now!

I also want to take a moment to acknowledge that this week is National Public Works Week! How fortunate are we to have the staff we do in that department. Every day, our employees work hard planning, building, managing and operating key services to improve the everyday quality of life for our Lucan Biddulph residents. From maintaining sidewalks, roads, bridges, our wastewater systems and ensuring we have clean and safe drinking water, they all work hard to keep our community healthy and safe. Please join me in acknowledging our incredible team:

Public Works Manager Jeff Little  
Public Works Assistant Julie Overholt  
Road Supervisor Joe Dewan  
Water Supervisor John Riddell  
Public Works Operators Andrew Christie; Ryan Dukeshire; Marty VanPraet; Carrie Triebner and for a few more weeks Bryan Smith!

**Public Meetings Under Planning Act, R.S.O. 1990, c.P.13**

**1/ Committee of Adjustment**

*Moved by A. Westman*

*Seconded by D. Regan*

*That Council to adjourn its regular meeting in order to sit as a Committee of Adjustment under the Planning Act.*

**CARRIED**

- a) Minor Variance Application A-3-2021 (43 Hardy Court)  
D. Fitzgerald reviewed report no. PL-15-2021 and advised the purpose of the application is to request a rear yard setback of 4.74 metres to permit a deck beneath a covered porch. No questions or comments were received from members.  
The applicant, Mike Radcliffe and agent, Jerome Macko were in attendance and had no additional comments to provide.  
Ron Bayer (public participant) was also in attendance and provided no comments or questions.



**2/ A-3-2021 (43 Hardy Court)**

Moved by D. Regan

Seconded by A. Westman

THAT Application for Minor Variance A-3-2021; filed by Jerome Macko on behalf of Michael Radcliffe, for a property located on the south west side of Hardy Court crescent and legally described as Lot 21, Plan 33M739 in the Township of Lucan Biddulph, and municipally known as 43 Hardy Court; be GRANTED, subject to the following condition:

THAT the minimum rear yard setback reduction shall only apply to the deck as shown on the attached site plan.

AND FURTHER THAT the reasons for granting Minor Variance Application A-3-2021 include:

- The request complies with the general intent and purpose of the Township of Lucan Biddulph's Official Plan;
- The request complies with the general intent and purpose of the Township of Lucan Biddulph's Comprehensive Zoning By-law;
- The request is minor in nature; and
- The request represents appropriate development on the subject property.

CARRIED

**3/ Public Meeting**

Moved by P. Mastorakos

Seconded by A. Westman

Resolved that the Committee does now rise out and move into a Public Meeting at 6:08 pm under Section 34 of the Planning Act, R.S.O. 1990, as amended, to consider the following Zoning By-law Application.

CARRIED

- b) ZBA-6-2021 – Removal of Holding Symbol (Ridge Crossing Townhomes Phase 2)  
D. Fitzgerald reviewed report no. PL-16-2021 and advised the applicant is requesting removal of the holding symbol from the zoning for the subject property as well as a request to support the developer's request for a condominium exemption. D. Fitzgerald noted the County of Middlesex is the approval authority for the condominium exemption request and this subject property has previously gone through extensive review through the subdivision approval process. Discussion followed regarding the exemption from a public meeting process and D. Fitzgerald noted the subject site was previously open for public comments through four separate planning application approvals, therefore staff is satisfied that another public meeting is not necessary.  
The Applicants agent, Melanie Muir from Dillion Consulting was present and provided no further additional comments.

**4/ Adjourn Public Meeting**

Moved by P. Mastorakos

Seconded by D. Regan

Resolved that Council adjourn the public meeting at 6:14 p.m. and reconvene its regular meeting to continue with its deliberations.

CARRIED

**5/ ZBA-6-2021 – Removal of Holding Symbol (Ridge Crossing Townhomes Phase 2)**

Moved by A. Westman

Seconded by D. Regan

THAT the request to remove the holding (H) symbol by 2219260 Ontario Inc. to allow for the construction of a nine (9) block, forty-four (44) unit townhouse development be granted and that the implementing By-law's be passed.

AND FURTHER THAT Township Council recommends to the County of Middlesex that the request for the condominium exemption by 2219260 Ontario Inc. for lands legally described as Part of Block 103 on Registered Plan 33M-739 (geographic Township of Biddulph) in the Township of Lucan Biddulph, is appropriate and that no further public consultation be required.

CARRIED

D. Fitzgerald exited the meeting at 6:15 p.m.

**Delegations**

None



6/ Minutes

Moved by P. Mastorakos  
Seconded by D. Manders  
That the Special Council Meeting Minutes of April 30, 2021 and regular Council Meeting Minutes of May 4, 2021 be approved as circulated/amended.

CARRIED

Business Arising

C. Burghardt-Jesson noted two items have been added and remaining items are on-going at this time.

Correspondence

Discussion took place regarding item 9.1 and staff were instructed to complete the survey regarding the possible Middlesex County Archives Committee in the future.

Mayor C. Burghardt-Jesson commented on the 2021 Senior of the Year Award and noted the nomination deadline is May 31<sup>st</sup>. Clarification was requested on the eligible age and Mayor C. Burghardt-Jesson advised she believes the age is 65+.

Councillor A. Westman commented on National Nursing week and thanked nurses from all healthcare sectors for their hard work and dedication over the past year.

7/ Receive Correspondence

Moved by P. Mastorakos  
Seconded by A. Westman  
That Items 9.1 through 9.3 (Correspondence) be received for information.

CARRIED

Committee Reports

Lake Huron  
Mayor C. Burghardt-Jesson noted she and J. Little will be attending the steering committee meeting tomorrow for water boards and the new governance model.

PRAC  
P. Smith provided comments regarding the Parks & Recreation Committee meeting minutes of May 10<sup>th</sup>.

Staff Reports

CAO/Clerk  
R. Reymer reviewed report CAO-07-2021 and noted the Transfer Payment Agreement for the ICIP funding for Phase II of the Community Centre project is included for execution. Questions were raised regarding the maximum amount of the project and R. Reymer noted the funding was based on an estimated project value of 7.7 million in 2019 and the Transfer Payment Agreement simply approves the format that the federal and provincial government has established for the funding.

8/ Transfer Payment Agreement – Phase II Lucan Community Centre Project

Moved by D. Regan  
Seconded by D. Manders  
That report no. CAO-07-2021 be received for information.

CARRIED

R. Reymer reviewed report CAO-08-2021 regarding the proposed municipal make-up of the Police Services Board. Discussion followed regarding Lucan Biddulph and North Middlesex sharing a representative and ensuring Lucan Biddulph has good representation.

9/ Police Services Board

Moved by A. Westman  
Seconded by P, Mastorakos  
THAT report no. CAO-08-2021 be received;  
AND THAT Council approve the, in principle, the following municipal make-up of the Police Service Board

Adelaide Metcalfe, Newbury & Southwest Middlesex	1 member
Lucan Biddulph & North Middlesex	1 member
Middlesex Centre	1 member
Thames Centre	1 member
Chippewa of the Thames	1 member



*Munsee-Delaware Nation*  
*Oneida of the Thames*

*1 member*  
*1 member*

**CARRIED**

T. Merner noted revisions have been made to the Council Code of Conduct and they have been forwarded to the Integrity Commissioner for review. She further advised a launch date of June 15<sup>th</sup> has been scheduled for the eScribe program for Agenda's.

**Finance**

K. Langendyk reviewed report no. FIN-08-2021 regarding the plan for fundraising of Phase II of the Lucan Community Centre project. K. Langendyk advised the estimated project cost is 9.2 million, based on estimated increase of costs since the original estimate. She further provided details on the sources of funding which includes, the ICIP grant of 5.5 million, 1.5 million from building reserve funds, and a conservative estimate of \$250,000 from fundraising. K. Langendyk then provided options for funding the balance of approximately \$2 million. Discussion followed from members regarding transfers from development charges, the original size and cost of the project and how that was reduced, how it was previously determined on what the Township could afford to carry for the project, concerns of debt load for the entire community, the difference between the community centre project and future sewage treatment plant expansion project and how they are funded in separate ways, annual repayment limits for the Township and possibility of considering upgrades to the pool. K. Langendyk advised the Community Centre is our last major building project in need of updating and the building reserve fund is in a good position, adding there are also reserves for other categories. It was further noted there are three positive things to take into consideration with this particular project, namely the grant funding received, healthy reserve funds and low interest rates.

**10/ Community Centre Project - Phase II Financing**

*Moved by P. Mastorakos*  
*Seconded by A. Westman*  
*That report no. FIN-08-2021 be received for information.*

**CARRIED**

**Public Works**

J. Little reviewed report no. PW-10-2021 regarding road surface analysis. He noted three major platform exists for all roads, namely platform width, base strength and drainage. J. Little further noted that all rural road traffic counts in Lucan Biddulph have daily volumes of under 1,000 vehicles daily. He further advised gravel roads are currently not included in Lucan Biddulph's Asset Management plan and the Township should consider adding them in the future. Discussion followed regarding estimated costs of upgrading a gravel road, the difference between a surface treated road and asphalt and the frequency of traffic counts. J. Little further added he would anticipate working towards adding gravel roads to the Asset Management Plan in 2022.

J. Little reviewed report no. PW-11-2021 regarding the proposed Sewer Use By-law and noted this by-law will provide more control to ensure everyone is using the sanitary system properly it is common practice to have a by-law in place.

**11/ Roads Analysis Report and Sewer Use By-law Report**

*Moved by A. Westman*  
*Seconded by D. Regan*  
*That report no. PW-10-2021 and PW-11-2021 be received for information.*

**CARRIED**

**Parks & Recreation**

P. Smith reviewed report no. PR-06-2021 regarding a fundraising committee for Phase II of the Lucan Community Centre project. He noted this was discussed in great length with the PRAC Committee and members preferred using the information that was generated from the feasibility study to form our own committee and proceed without hiring a consultant. P. Smith further noted staff will be working together to develop a multi-media presentation that outlines the project and funding in order to provide a clear picture to residents and assist with fundraising goals.

**12/ Fundraising Committee for Phase II of Lucan Community Centre project**

*Moved by D. Regan*  
*Seconded by P. Mastorakos*  
*That report no. PR-06-2021 be received;*  
*And further that Council approve the formation of a fundraising committee for Phase 2 of the Community Centre project and direct staff to approach individuals identified in the fundraising*



*feasibility study final report to discuss key findings and strategies.*

**CARRIED**

P. Smith reviewed report no. PR-07-2021 regarding seasonal wage employee adjustments and noted this will give staff the ability to make wages more competitive to try and attract more applicants and qualified employees with the hopes of having staff to operate a pool season this summer. P. Smith further noted our current wages are on the lower end of the grid in comparison with surrounding municipalities.

**13/ Seasonal Employee Wage Adjustment**

*Moved by A. Westman*

*Seconded by D. Regan*

*That report no. PR-07-2021 be received*

*And that Council delegate the authority to Senior Management staff to adjust seasonal employee wages based upon competitive rates of surrounding municipalities, and incentives to returning employees in order to increase the appeal of working for the Township of Lucan Biddulph following approval of the Treasurer and CAO.*

**CARRIED**

P. Smith reviewed report no. PR-08-2021 regarding the RFP submissions for the Engineering and Architectural contract of Phase II of the Lucan Community Centre project. P. Smith noted that two submissions were received and Spriet Associates submitted the lowest bid.

**14/ Architectural and Engineering RFP – Phase II of Lucan Community Centre Renovation**

*Moved by D. Regan*

*Seconded by D. Manders*

*That report no. PR-08-2021 be received*

*And that Council award the Architectural and Engineering contract of the Phase II Community Centre project to Spriet Associates as per their RFP submission.*

**CARRIED**

P. Smith advised ABCA will be spraying for Hog Weed next week along the Benn Drain and the Splash Pad will remain closed until the provincial stay at home order has been lifted.

**Councillor's Comments**

Deputy Mayor D. Manders asked if an anticipated public meeting date has been decided for the Official Plan update and R. Reymer advised planning staff are working on summarizing comments from the Open House held on May 7<sup>th</sup> and a public meeting date is unknown at this time. T. Merner added that once a date has been set a Notice of Public Meeting will be advertised and circulated a minimum of 20 days in advance of the scheduled date.

Councillor D. Regan asked for an update on adjustments being made to the colours of the new Lucan entrance signs.

Councillor D. Regan asked for clarification on why Lucan Biddulph could not have its own member on the Police Services Board and R. Reymer noted due to the number of municipalities and first nations involved they are trying to limit the total amount of committee members.

**Notices of Motion**

None

**Motions**

**15/ Accounts Paid**

*Moved by A. Westman*

*Seconded by D. Regan*

*That Council receive the attached accounts as paid for information as follows:*

*April \$545,188.97*

**CARRIED**

**16/ PRO Conference**

*Moved by P. Mastorakos*

*Seconded by D. Manders*

*That Council authorize Paul Smith, Abby Vandermuren and Daniel Regan to attend the virtual PRO Educational Forum on May 26, June 2, June 9 and June 16, 2021 from 1 – 4 p.m. at a registration cost of \$200.00 + HST per person. (Note: 1<sup>st</sup> registration fee is covered by our municipal PRO membership).*

**CARRIED**



**17/ Bylaws**

Moved by D. Manders

Seconded by A. Westman

*That if no one cares to speak to these By-laws on their First, Second and Third Reading, that they be considered to have been read a First time and Passed, read a Second time and Passed, read a Third time and Passed, that they be numbered:*

- 38-2021 Execution of Transfer Payment Agr. (ICIP Agreement)
- 39-2021 Sewer Use By-law
- 206-2021 Removal of Holding Symbol (Ridge Crossing Townhomes Phase 2)
- 40-2021 Confirming Bylaw

CARRIED

**18/ Adjournment**

Moved by D. Regan

Seconded P. Mastorakos

*Resolved that the Council meeting be adjourned at 7:53 p.m.*

CARRIED

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MAYOR

CLERK



**Business Arising – Minutes of May 18, 2021**

<b>Discussion Item</b>	<b>Minutes Action</b>	<b>Follow-up</b>	<b>Date to be Completed/or Update on Status</b>

**Previous Meetings**

<b>Discussion Item</b>	<b>Minutes Action</b>	<b>Follow-up</b>	<b>Date to be Completed/or Update on Status</b>
Council Code of Conduct	Necessary updates as discussed in April 30 <sup>th</sup> closed session	Staff to amend Code of Conduct accordingly	June 2021
Secondary Plan	Options for design standards on private lands i.e. condo developments	Staff to bring forward report outlining options to consider	June 2021
Dog Tag Feasibility Report	ongoing feasibility of selling dog tags	Staff to provide a report	Fall 2021
Fire Services Master Plan	recommendation from both Fire Area Boards that Council consider a Fire Services Master Plan	Staff to prepare a report outlining potential terms of reference, draft RFP document along with estimated costs	ongoing
Sidewalk Inspection	Determination for sidewalk repair	Staff to provide report on condition of sidewalks	Late Spring 2021
Ice Chiller Efficiency	Energy Savings results from Ice Chiller upgrade	Staff to provide report on cost savings realized	Fall 2021
Affordable Housing	Investigate available options for providing affordable housing in Lucan	Staff to provide information and options for consideration	ongoing





HOUSE OF COMMONS  
CHAMBRE DES COMMUNES  
CANADA

May 7, 2021

Dear Council,

On December 11<sup>th</sup>, 2020, the House of Commons passed a motion introduced by Conservative MP Todd Doherty, through unanimous consent, to bring a national 3-digit suicide prevention hotline to Canada.

**That, given that the alarming rate of suicide in Canada constitutes a national health crisis, the House call on the government to take immediate action, in collaboration with our provinces, to establish a national suicide prevention hotline that consolidates all suicide crisis numbers into one easy to remember three-digit (988) hot- line that is accessible to all Canadians.**

We're asking all municipalities across Canada to consider passing a motion similar, to the one attached below. In order to make 988 a reality, we must continue to put pressure on the government and the Canadian Radio-television and Telecommunications Commission (CRTC).

The past year has been a challenging year. Lives and livelihoods have been lost. We have begun to see the devastating impacts that COVID has had, through isolation, on the mental health of Canadians. The rates of suicide continue to rise. As elected officials and as leaders, and especially during this period of difficulty as a nation, Canadians are counting on all of us to make a difference.

Please consider passing this motion as soon as possible.

Sincerely,

**Karen Vecchio**  
**Member of Parliament**  
**Elgin-Middlesex-London**  
**Deputy House Leader of the Official Opposition**

## Ottawa

House of Commons  
Room 449 Confederation Building  
Ottawa, Ontario K1A 0A6  
Tel: 613-990-7769  
Fax: 613-996-0194  
karen.vecchio@parl.gc.ca



## Constituency

203-750 Talbot Street  
St. Thomas, Ontario N5P 1E2  
Tel: 519-637-2255  
Fax: 519-637-3358  
Toll Free: 866-404-0406  
www.karenvecchiomp.ca



**Draft motion:**

Support for 988 Crisis Line

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;

AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

AND WHEREAS in 2022 the United States will have in place a national 988 crisis hotline;

AND WHEREAS \_\_\_\_\_ Town Council/Municipality/City recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED THAT \_\_\_\_\_ Town Council/Municipality/City endorses this 988 crisis line initiative;

and that Staff be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.





Legislative Services  
Michael de Rond  
905-726-4771  
clerks@aurora.ca

Town of Aurora  
100 John West Way, Box 1000  
Aurora, ON L4G 6J1

May 3, 2021

**Delivered by email**  
**Patty.Hajdu@parl.gc.ca**

The Honourable Patty Hajdu  
Minister of Health  
House of Commons  
Ottawa, Ontario K1A 0A6

Dear Minister:

**Re: Town of Aurora Council Resolution of April 27, 2021**

**Re: Correspondence from Mayor Allan Thompson, Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline**

Please be advised that this matter was considered by Council at its meeting held on April 27, 2021, and in this regard Council adopted the following resolution:

- 1. That the memorandum regarding Correspondence from Mayor Allan Thompson, Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline, be received; and**
- 2. That Council support the Town of Caledon initiative regarding 988, a 3-Digit Suicide and Crisis Prevention Hotline; and**
- 3. That a letter demonstrating Aurora Council's support be sent to Leona Alleslev, MP Aurora—Oak Ridges—Richmond Hill, Tony Van Bynen, MP Newmarket—Aurora, Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill, Hon. Christine Elliott, MPP Newmarket—Aurora, Hon. Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications Commission (CRTC), and all Ontario municipalities.**

The above is for your consideration and any attention deemed necessary.



Town of Aurora Council Resolution – Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline

May 3, 2021

Page 2 of 2

Yours sincerely,



Michael de Rond

Town Clerk

The Corporation of the Town of Aurora

MdR/lb

Attachment: Correspondence dated March 31, 2021, from Mayor Allan Thompson,  
Town of Caledon; Re: Support for 988, a 3-Digit Suicide and Crisis  
Prevention Hotline

Copy: Leona Alleslev, MP Aurora—Oak Ridges—Richmond Hill  
Tony Van Bynen, MP Newmarket—Aurora  
Michael Parsa, MPP Aurora—Oak Ridges—Richmond Hill  
Hon. Christine Elliott, MPP Newmarket—Aurora  
Canadian Radio-television and Telecommunications Commission (CRTC)  
All Ontario Municipalities



Attachment



*Allan Thompson*  
Mayor

Sent via E-Mail to: [Patty.Hajdu@parl.gc.ca](mailto:Patty.Hajdu@parl.gc.ca)

March 31, 2021

The Honourable Patty Hajdu  
Federal Minister of Health  
House of Commons  
Ottawa, ON K1A 0A6

Dear Ms. Hajdu,

**RE: SUPPORT FOR 988, A 3-DIGIT SUICIDE AND CRISIS PREVENTION HOTLINE**

I am writing to advise that at the Town Council meeting held on March 30, 2021, Council adopted a resolution endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

The resolution reads as follows:

*Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;*

*Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;*

*Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;*

*Whereas in 2022 the United States will have in place a national 988 crisis hotline;*

*Whereas the Town of Caledon recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;*

*Now therefore be it resolved that the Town of Caledon endorses this 988 crisis line initiative; and*

*That a letter demonstrating Caledon's support be sent to Kyle Seebach, MP, Dufferin-Caledon, the Honourable Sylvia Jones, MPP, Dufferin-Caledon, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.*

**THE CORPORATION OF THE TOWN OF CALEDON**

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6  
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | [www.caledon.ca](http://www.caledon.ca) | [allan.thompson@caledon.ca](mailto:allan.thompson@caledon.ca)





*Allan Thompson*  
*Mayor*

---

Thank you for your attention to this very important matter. We look forward to hearing from you.

Sincerely,

Allan Thompson  
Mayor

Cc. Kyle Seeback, MP Dufferin-Caledon, [Kyle.Seeback@parl.gc.ca](mailto:Kyle.Seeback@parl.gc.ca)  
Honourable Sylvia Jones, MPP Dufferin-Caledon, [sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)  
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and  
Telecommunications Commission (CRTC), [iscott@telesat.com](mailto:iscott@telesat.com)  
All Ontario Municipalities

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**THE CORPORATION OF THE TOWN OF CALEDON**

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6  
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | [www.caledon.ca](http://www.caledon.ca) | [allan.thompson@caledon.ca](mailto:allan.thompson@caledon.ca)



April 30, 2021

COO

The Honourable Doug Downey, MPP, Attorney General  
20 Bell Farm Road  
Barrie, ON L4M 6E4  
(sent via email [doug.downey@pc.ola.org](mailto:doug.downey@pc.ola.org))

Dear Minister Downey:

**Re: NATIONAL 3-DIGIT SUICIDE AND CRISIS HOTLINE**

On behalf of the Council of The Corporation of the City of Barrie, I wish to advise you that City Council adopted the following resolution at its meeting held on April 26, 2021:

**21-G-098 NATIONAL THREE DIGIT SUICIDE AND CRISIS HOTLINE**

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline; and

WHEREAS the motion calls for the federal government to consolidate all existing suicide crisis numbers into one three-digit hotline; and

WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and

WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold; and

WHEREAS in 2022 the United States will have in place a national 988 crisis hotline; and

WHEREAS the City of Barrie recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED as follows:

1. That the City of Barrie endorses this 988 crisis line initiative.
2. That a letter demonstrating Barrie's support be sent to Todd Doherty, MP, Caribou-Prince George, John Brassard, MP, Barrie-Innisfil, Doug Shipley, MP, Barrie-Springwater-Oro-Medonte, the Honourable Andrea Khanjin, MPP, Barrie-Innisfil, the Honourable Doug Downey, MPP, Barrie-Springwater-Oro-Medonte, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.



If you have any questions, please do not hesitate to contact the undersigned, [wendy.cooke@barrie.ca](mailto:wendy.cooke@barrie.ca) or (705) 739.4220, Ext. 4560.

Yours truly,

Wendy Cooke  
City Clerk/Director of Legislative and Court Services

WC/bt

cc:

- The Honourable Patty Hajdu, MP, Minister of Health
- John Brassard, MP, Barrie-Innisfil
- Doug Shipley, MP, Barrie-Springwater-Oro-Medonte
- Todd Doherty, MP, Caribou-Prince George
- Andrea Khanjin, MPP, Barrie-Innisfil
- The Canadian Radio-television and Telecommunications (CRTC)
- All municipalities in Ontario





## The Corporation of the Township of Burpee and Mills

8 Bailey Line Rd. Evansville, ON P0P 1E0  
Phone & Fax 705-282-0624  
Email: [burpeemills@vianet.ca](mailto:burpeemills@vianet.ca)

The Honourable Patty Hajdu  
Federal Minister of Health  
House of Commons  
Ottawa, ON  
K1A 0A6  
Via email: [Patty.Hajdu@pal.gc.ca](mailto:Patty.Hajdu@pal.gc.ca)

May 11, 2021-05-11

Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline

Please be advised that on May 4, 2021, The Township of Burpee & Mills passed the following motion to support The Town of Caledon letter endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

THAT The Township of Burpee and Mills hereby supports the letter by the Town of Caledon, attached hereto in support for 988, a 3-Digit Suicide and Crisis Prevention Hotline.

AND FURTHER directs staff to forward a copy of this resolution to local members of Parliament, and all Ontario Municipalities.

Carried: Ken Noland

cc The Honourable Christine Elliott, Minister of Health, Ontario - [christine.elliott@ontario.ca](mailto:christine.elliott@ontario.ca)  
MP Carol Hughes - [carol.hughes@parl.gc.ca](mailto:carol.hughes@parl.gc.ca)  
MPP Michael Mantha - [mmantha-qp@ndp.on.ca](mailto:mmantha-qp@ndp.on.ca)  
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and Telecommunications Commission – [iscott@telesat.com](mailto:iscott@telesat.com)  
All Ontario Municipalities



June 01, 2021

Jennie Eckenswiler, Deputy Clerk  
City of Owen Sound  
808 2nd Ave East  
Owen Sound ON N4K 2H4

Page 10 of 11



Telephone: (519) 376-4440 ext. 1235  
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E-mail: [jeckenswiler@owensound.ca](mailto:jeckenswiler@owensound.ca)  
Website: [www.owensound.ca](http://www.owensound.ca)

May 21, 2021

Hon. Patty Hajdu  
Minister of Health  
Brooke Claxton Building, 16<sup>th</sup> Floor 0916A  
Ottawa, ON K1A 0K9  
[hcmminister.ministresc@canada.ca](mailto:hcmminister.ministresc@canada.ca)

Dear Minister Hajdu:

**Re: Endorsement of 988 Suicide and Crisis Prevention Hotline Initiative**

At its Regular meeting held on May 17, 2021, the Council of the Corporation of the City of Owen Sound considered the above noted matter and passed Resolution No. R-210517-009 as follows:

R-210517-009

**"WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline; and**

**WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and**

**WHEREAS existing suicide prevention hotlines require the user to remember a 10- digit number and go through directories or be placed on hold;**

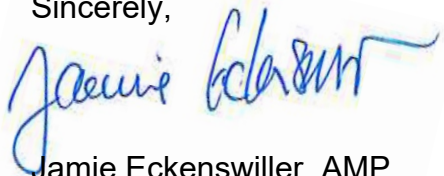
**THEEFORE BE IT RESOLVED THAT City Council endorses the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help; and**

**THAT a letter demonstrating City Council's support be sent to the Honourable Patty Hajdu, Federal Minister of Health, the Honorable Alex Ruff MP Bruce-Grey-Owen Sound, the Honourable Bill Walker MPP Bruce-Grey-Owen Sound, Ian Scott Chairperson and Chief Executive Officer, Canadian Radio-Television and Telecommunications and all municipalities in Ontario."**



If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Jamie Eckenswiller, AMP  
Deputy Clerk  
City of Owen Sound

cc. Hon. Alex Ruff, MP Bruce-Grey-Owen Sound  
Hon. Bill Walker, MPP Bruce-Grey-Owen Sound  
Ian Scott, Chairperson and CEO, Canadian Radio-television and Telecommunications  
Commission  
All Ontario Municipalities



**From:** Delegations (MMAH) <[Delegations@ontario.ca](mailto:Delegations@ontario.ca)>  
**Sent:** Tuesday, May 18, 2021 11:46 AM  
**To:** Delegations (MMAH) <[Delegations@ontario.ca](mailto:Delegations@ontario.ca)>  
**Subject:** Municipal Delegations at 2021 AMO Conference

Hello/ Bonjour,

Please be advised that the Municipal Delegation Request Form for the Association of Municipalities of Ontario (AMO) 2021 Annual Conference is available online. Information about delegations and a link to the form are available here: [English](#). The deadline to submit requests is **Friday June 4, 2021**.

Le formulaire pour demander une rencontre avec le ministères pour le Congrès annuel de la ROMA (Rural Ontario Municipal Association) 2021 est disponible en ligne. Pour plus d'information sur les délégations et le formulaire, veuillez suivre le lien suivant : [français](#). Date limite pour présenter une demande: **vendredi 4 juin 2021**.

Thank you/ Merci





Office of the Warden on behalf of the Middlesex Economic Resiliency Task Force  
399 Ridout Street North, London, Ontario N6A 2P1  
[cburghardtjesson@middlesex.ca](mailto:cburghardtjesson@middlesex.ca)

Monday, April 19, 2021

Mr. Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

RE: April 2021 Middlesex County Business Survey Results and Recommendations

Dear Premier Ford:

Without question, these are challenging times for the Province of Ontario. While across the province we have quite correctly placed our priority on measures to battle COVID-19, we cannot forget the devastating impact that these measures are having on our economy.

In the early days of the pandemic, Middlesex County brought together leaders from our business community. We formed the Middlesex Economic Resiliency Task Force to better understand both the current challenges and the challenges ahead. Recently the Task Force reconvened for a special meeting to discuss the economic fallout effects of this third wave and to prepare for recovery. In that effort, Middlesex County commissioned a revealing survey of our business community that identified a number of key findings. In my view, these findings will assist us in collectively responding to their needs through targeted and efficient support.

For your review, I have attached an infographic summary of some of the key issues. Of particular interest to me are the thoughts on what our business community needs to be successful coming out of this pandemic and the recommendations relating to provincial restriction measures that have been difficult for our businesses to navigate through during these unprecedented times.



I am confident that we can use the information that we have gathered and the lessons learned from the pandemic to collectively build back a stronger economy for the province of Ontario and Middlesex County. This report is an important first step in understanding how we can achieve our collective goal.

I thank you for your consideration of the survey findings. I look forward to discussing these issues with you and to working with you to put supports in place that allow Ontario to safely and effectively conduct commerce and restore faith within the business community.

Best Regards,

A handwritten signature in black ink, appearing to read 'C. Burghardt-Jesson', with a stylized flourish at the end.

Cathy Burghardt-Jesson  
Warden  
Attachment

cc. Victor Fedeli, Minister of Economic Development, Job Creation and Trade  
Monte McNaughton, MPP, Lambton-Kent-Middlesex  
Jeff Yurek, MPP, Elgin-Middlesex-London



April 12, 2021



# COVID-19 BUSINESS CHECK-IN SURVEY SUMMARY

\*Report based on 130 total collected survey responses

## LEVEL OF AFFECT ON BUSINESSES

**80%** of local businesses reporting decreased revenue



**5%** of local business reporting no impact due to covid-19



**96%** of local business reporting challenges - losses, inability to grow, workforce, personal demands



**10%** of local businesses reporting increased sales



## WORKFORCE IMPLICATIONS

No Employees



Retained or Increased Employees



Layoffs or Reduced Hours



Wish to Re-Employ if Given Opportunity



\*Many impacted workers have lost faith in the government, and in their employers

## MOST SIGNIFICANT IMPACTS



Tourism & Hospitality



Personal Services



Female Led



Restaurants



Main Street Retail



Internationally Dependent



## WHAT OUR BUSINESS COMMUNITY NEEDS



- Vaccination clarity, consistency, supply and access
- Clear guidelines that are easy to follow and do not complicate an already complicated situation
- Restrictions geared towards activities that are known to spread the virus
- Tax breaks and easy to access grants; not loans
- Access to Professional services to help pivot businesses
- An end to shutdowns
- Reduction in bureaucracy – delays in licensing; access to international markets
- Access to high speed internet



## WHAT THE COUNTY HAS INVESTED IN THAT IS WORKING

**SHOP LOCAL CAMPAIGNS**

*Resources and Education*

**SIMPLIFIED GRANT OFFERINGS**

**Local Food Movement**

*Increased Communication*

**#MIDDLESEXSTRONG**

## RECOMMENDATIONS



- Continue to offer marketing and training supports to Middlesex businesses
- Advocate for immediate vaccination reform – consistent with the best practices of other health units – mobile/multiple sites; supply; open access for Phase 2 groups who need and wish to be vaccinated
- Advise province on catastrophic impacts of targeting and imposing restrictions on trade and commerce; particularly on small business and the workforce that is keeping the economy churning, following protocols, and not known to be contributing to the spread
- Advocate for tax breaks and simplified grants over complicated programs and borrowing
- Seek support from regional groups such as SCOR, WOWC and OCC to champion these causes





**Subject:** FYI: Ontario Releases Three-Step Roadmap to Safely Reopen the Province

## NEWS RELEASE

# Ontario Releases Three-Step Roadmap to Safely Reopen the Province

## Province Safely Reopening Outdoor Recreational Amenities Prior to End of Stay-at-Home Order

**May 20, 2021**

[Premier's Office](#)

TORONTO — The Ontario government, in consultation with the Chief Medical Officer of Health, has released its [Roadmap to Reopen](#), a three-step plan to safely and cautiously reopen the province and gradually lift public health measures based on the provincewide vaccination rate and improvements in key public health and health care indicators. In response to recent improvements to these indicators, Ontario will allow more outdoor recreational amenities to reopen, with restrictions in place, effective May 22, 2021 at 12:01 a.m.

“As a result of the strict public health measures we introduced to stop the spread of COVID-19 variants, we are seeing a steady improvement in our situation as ICU and hospital numbers begin to stabilize,” said Premier Doug Ford. “While we must remain conscious of the continued threat the virus poses, with millions of Ontarians having received at least their first dose of vaccine we can now begin the process of a slow and cautious re-opening of the province in full consultation with our public health professionals.”

Roadmap to Reopen outlines three steps to easing public health measures, guided by the following principles:

- **Step One** An initial focus on resuming outdoor activities with smaller crowds where the risk of transmission is lower, and permitting retail with restrictions. This includes allowing outdoor gatherings of up to 10 people, outdoor dining with up to four people per table and non-essential retail at 15 per cent capacity.
- **Step Two** Further expanding outdoor activities and resuming limited indoor services with small numbers of people where face coverings are worn. This includes outdoor gatherings of up to 25 people, outdoor sports and leagues, personal care services where face coverings can be worn and with capacity limits, as well as indoor religious services, rites or ceremony gatherings at 15 per cent capacity.
- **Step Three** Expanding access to indoor settings, with restrictions, including where there are larger numbers of people and where face coverings can't always be worn. This includes indoor sports and



recreational fitness; indoor dining, museums, art galleries and libraries, and casinos and bingo halls, with capacity limits.

The province will remain in each step for at least 21 days to evaluate any impacts on key public health and health system indicators. If at the end of the 21 days, the following vaccination thresholds have been met, along with positive trends in other key public health and health system indicators, then the province will move to the next step:

- **Step 1:** 60 per cent of adults vaccinated with one dose.
- **Step 2:** 70 per cent of adults vaccinated with one dose and 20 per cent vaccinated with two doses.
- **Step 3:** 70 to 80 per cent of adults vaccinated with one dose and 25 per cent vaccinated with two doses.

Based on current trends in key health indicators, including the provincial vaccination rate, the government expects to enter Step One of the Roadmap the week of June 14, 2021. The province will confirm closer to the expected start of Step One.

“While we know that now is not yet the moment to reopen, Ontarians deserve to know the path forward on what we will carefully reopen and when, starting with the settings we know are safest,” said Christine Elliott, Deputy Premier and Minister of Health. “Brighter days are ahead and we believe this Roadmap represents a path out of the pandemic and will encourage Ontarians to get vaccinated and to continue following public health advice.”

The provincewide emergency brake restrictions remain in effect while the province assesses when it will be moving to Step One of the roadmap with the Stay at Home order expiring on June 2, 2021. During this time, the government will continue to work with stakeholders on reopening plans to ensure full awareness of when and how they can begin to safely reopen.

Due to the continuing success of Ontario’s vaccine rollout and the collective efforts of Ontarians in following public health and workplace safety measures to date, effective May 22, 2021 at 12:01 a.m. the province will [reopen](#) outdoor recreational amenities with restrictions in place, such as the need to maintain physical distancing. These amenities include but are not limited to golf courses and driving ranges, soccer and other sports fields, tennis and basketball courts, and skate parks. No outdoor sports or recreational classes are permitted. Outdoor limits for social gatherings and organized public events will be expanded to five people, which will allow these amenities to be used for up to five people, including with members of different households. All other public health and workplace safety measures under the provincewide emergency brake will remain in effect.

At this time, publicly funded and private elementary and secondary schools in the province will continue to operate under teacher-led remote learning. Data will be assessed on an ongoing basis and medical experts, including



the Chief Medical Officer of Health, and other health officials will be consulted to determine if it may be safe to resume in-person learning.

“Due to the stringent efforts of Ontarians following public health and workplace safety measures, we have reached the point where we can begin preparing to exit the provincewide emergency brake and lift the Stay-at-Home order,” said Dr. David Williams, Chief Medical Officer of Health. “We must remain vigilant however, as the fight against COVID-19 is not over and our case counts, ICU capacity and hospitalizations are still concerning. It remains critical that all Ontarians continue to follow all public health and workplace safety measures currently in place to help further reduce transmission and save lives.”

The government will continue to work with the Public Health Measures Table, Public Health Ontario, and other public health and scientific experts to determine public health guidance for Ontarians to follow, including protocols for masking and outdoor/indoor gatherings, after being fully vaccinated.

## Quick Facts

- Based on the latest [modelling data](#) COVID-19 case, positivity and hospitalization rates are decreasing, and control of the pandemic is improving. Maintaining the current rate of vaccination and public health and workplace safety measures will help to ensure Ontario starts to safely and gradually reopen.
- Ontario has administered first doses of the COVID-19 vaccines to over 58.5 per cent of Ontarians aged 18 and over. Over two million doses of the COVID-19 vaccine have been administered in Ontario since the start of May, and the province remains on track to have administered first doses to 65 per cent of Ontarians aged 18 and over by the end of May.
- The government has [extended](#) the provincewide Stay-at-Home Order until June 2, 2021, and has maintained all public health and workplace safety measures under the [provincewide emergency brake](#) to help to stop the rapid transmission of COVID-19 variants in communities, protect hospital capacity and save lives.
- The [Stay-at-Home order](#) currently in effect requires everyone to remain at home except for specified purposes, such as going to the grocery store or pharmacy, accessing health care services (including getting vaccinated), for outdoor exercise, or for work that cannot be done remotely.
- If passed by the Legislature, powers under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 (ROA) will be extended to December 1, 2020 to ensure public health measures currently in place can be extended and adjusted as necessary, to deal with the impacts of COVID-19 and support a gradual re-opening of the province. There are currently 29 orders in effect under the ROA. Orders can be extended for up to 30 days at a time under the ROA, and the government must report on all order extensions to the Select Committee on Emergency Management Oversight.



- As of 8:00 a.m. on Tuesday, May 18, 2021, individuals aged [18 and over in 2021](#) across Ontario are eligible to book a COVID-19 vaccine appointment through the provincial booking system and call centre, or directly through public health units that use their own booking system.

## Additional Resources

- [Ontario Extending Stay-at-Home Order Until June 2](#)
- [COVID-19 Vaccine Booking Expanding to Ontarians 18+ Ahead of Schedule](#)
- Visit Ontario's [COVID-19 communications resources web page](#) for resources in multiple languages to help local communication efforts.
- Visit Ontario's [website](#) to find out if you are eligible to receive a COVID-19 vaccine at this time.
- Eligible groups can use Ontario's [vaccine booking system](#) to find out how to schedule an appointment, or can call the Provincial Vaccine Booking Line number at 1-833-943-3900. For general inquiries, individuals can call the Provincial Vaccine Information Line number at 1-888-999-6488 or TTY service is also available by calling [1-866-797-0007](#).
- Visit Ontario's [COVID-19 vaccine web page](#) to view the latest provincial data and information on COVID-19 vaccines.
- Visit Ontario's COVID-19 information [website](#) to learn more about how the province continues to protect the people of Ontario from the virus.
- For public inquiries call ServiceOntario, INFOline at 1-866-532-3161 (Toll-free in Ontario only).

## Media Contacts

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Alexandra Hilkené  
Minister Elliott's Office  
[Alexandra.Hilkené@ontario.ca](mailto:Alexandra.Hilkené@ontario.ca)

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## **Province releases *Consultation Guide* on legislative regulations impacting conservation authorities**

The Province of Ontario has begun its broader consultation on the proposed regulations to support conservation authority programs and services under the [\*Conservation Authorities Act\*](#).

The Guide is titled [\*Regulatory Proposal Consultation Guide: Regulations Defining Core Mandate and Improving Governance, Oversight and Accountability of Conservation Authorities\*](#). (PDF file)

Agencies and individuals have 45 days to submit their feedback on the proposed regulations.



“We appreciate the Ministry of Environment, Conservation and Parks engaging a wide range of stakeholders in the development of this regulatory proposal consultation guide and we thank the Working Group members for all their efforts,” said Andy Mitchell, Chair of Conservation Ontario, the umbrella organization for Ontario’s 36 conservation authorities.

Mitchell explained that Conservation Ontario will be working with its conservation authority members to examine the proposed regulations and will provide comments during the consultation period.

“Our goal is to ensure the regulations facilitate the conservation authorities’ commitment to protect people, property and the environment while demonstrating transparency and accountability,” he said.

A Working Group was established by the Province of Ontario in January 2021 and their first task included looking at the first phase of proposed regulations that impact conservation authorities and their participating municipalities.

Its membership consisted of representatives from conservation authorities, Conservation Ontario, the Association of Municipalities of Ontario as well as the development and agricultural sectors. Hassaan Basit, President and Chief Executive Officer of Conservation Halton, is the Chair of the Working Group.

Conservation Ontario will continue to engage the government as work continues on developing the regulations.

Feedback on the proposed regulations is due June 27, 2021 and can be submitted to the [Environmental Registry of Ontario](#).



Learn more:

- [Province releases Consultation Guide on legislative regulations impacting conservation authorities](#)

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71108 Morrison Line  
RR 3  
Exeter, Ontario N0M 1S5  
Canada

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Ausable Bayfield  
Maitland Valley  
Source Protection Region

Ausable Bayfield Maitland Valley Drinking Water Source Protection Region  
c/o 71108 Morrison Line, RR 3 Exeter, ON • N0M 1S5  
519-235-2610 • 519- 335-3557 • 1-888-286-2610 • [sourcewaterinfo.on.ca](http://sourcewaterinfo.on.ca)

**FOR IMMEDIATE RELEASE**

**DATE OF ISSUE:** May 26, 2021

## **New video showcases Drinking Water Protection Zone signs**

A new video showcases local signs that alert the public about zones, near municipal wells, where drinking water sources are most at risk. Continued positive actions are needed to protect the groundwater in these zones, according to the Ausable Bayfield Maitland Valley Source Protection Committee (SPC).

The committee released the new video, hosted by Dave Frayne, on May 26, 2021. Dave Frayne is a municipal representative, on the SPC, for the Southwest municipalities group (Bluewater; Central Huron; Perth South; South Huron; West Perth).

He begins the video by asking, "Have you seen these signs? They read Drinking Water Protection Zone ... they mean *Be Cautious*." He explains that the signs are to create public awareness of vulnerable areas around municipal wells and Great Lakes intakes in the Province of Ontario. "We have 88 of these signs in our region," he said.

The video features a sampling of those Drinking Water Protection Zone signs that are located in various municipalities. Do you know where your community's signs are located? If you do, then you know where the municipal water you drink is most vulnerable to spills and contamination.

The new video is available at this link: <https://youtu.be/iTpxCZCAe3I>

The Drinking Water Protection Zone signs video is the fifth in a series about source protection. "The videos explain about water from source to tap," said Matt Pearson, Chair of the SPC. With more than 10,000 social media views so far, the source protection committee members are using videos as an effective way to safely reach out to the public during the pandemic. "Hopefully the videos encourage our watershed residents to do their part in keeping our drinking water sources safe now and into the future," he said. The committee is planning to create more videos, later this year, featuring other committee members.

The new signs video, and the previous four videos in the series, are on the Ausable Bayfield YouTube channel here: <https://www.youtube.com/user/TheAusable>

Links to the videos are also on Facebook and online at [sourcewaterinfo.on.ca](http://sourcewaterinfo.on.ca).

Here are links to the five videos, so far, in the series:

- Introduction to drinking water source protection video series with Matt Pearson, SPC Chair: <https://youtu.be/c9Zh0XYmaJw>
- Drinking Water Protection Zone signs (with Dave Frayne): <https://youtu.be/iTpxCZCAe3I>
- Treatment of Lake Huron water at the Goderich Water Treatment Plant (with John Graham and Cory Dulong): <https://youtu.be/CfMqhhSE988>
- Work by industries at the Goderich harbour to protect drinking water sources (with Rowland Howe): <https://youtu.be/blsOdf8CfRE>
- Treatment of a groundwater drinking water source at the municipal well in Seaforth (with Alyssa Keller): <https://youtu.be/M3CVovxmSI4>

– 30 –

### **MEDIA CONTACTS:**

Mary Lynn MacDonald, Program Co-Supervisor, Ausable Bayfield Maitland Valley Source Protection Region, [mmacdonald@abca.ca](mailto:mmacdonald@abca.ca) or phone 519-235-2610, ext. 247.

Donna Clarkson, Program Co-Supervisor, [dclarkson@abca.ca](mailto:dclarkson@abca.ca) 519-335-3557, ext. 224.



June 01, 2021 Page 2 of 2



Protection Zone





**Board of Directors Meeting Highlights  
Held on May 20, 2021 at 8:30 AM  
as a Virtual Meeting**



### **Blue Box Regulation Update**

We had hoped that the Blue Box regulation to transition blue box programs to full producer responsibility would be finalized by now. AMO President Smith has sent a letter to Premier Ford and all PC Caucus on April 16 regarding the continued delay with the Blue Box regulation. There is urgency to get this regulation finalized for municipal governments. And it needs to happen quickly to allow for the transition timeline to be met.

The regulation is the product of over five years of consultation and broad agreement between all stakeholders including producers, municipal governments, service providers and environmental groups. The regulation offers an opportunity to fix the broken blue box system that cannot keep up with the record amounts of plastics, complex and rapidly evolving packaging and litter. It also ensures the costs to manage these materials are borne by the party most able to influence change – producers.

Some of the key points municipal governments have raised on this issue include:

- This is not a new issue. Every position and perspective, from all stakeholders has been clearly expressed over the last five years of focused and collective work.
- The government, has on multiple occasions, committed to transitioning the Blue Box program between 2023 – 2025, and municipal governments have planned and acted accordingly.

The Government has now missed two key deadlines for this expected regulation (i.e., end of 2020 and mid February 2021). With a provincial election fast approaching, it is becoming more likely that the regulation will be further delayed, if it happens at all. It seems that a small producer group has convinced the Premier that implementing this now would hurt small businesses in Ontario and kill the economy when there is nothing supporting this claim. Consumers pay based on what they buy rather than taxpayers subsidizing the big corporate producers.

We urge the government to pass a regulation as soon as possible that:

- Sets best in class recycling targets, to drive economic and environmental outcomes
- Expands designated materials included to address growing list of problematic packaging
- Increases accessibility for all Ontarians
- Ensures proper oversight and enforcement

We will continue to advocate for the finalization of the regulation and keep members apprised of any developments.



## Email your MPP for a New Blue Box Regulation in Just Three Clicks

OWMA's digital grassroots campaign to persuade the provincial government to approve a new producer responsibility regulation for the Blue Box is gathering momentum. A draft Blue Box regulation was introduced on October 19, 2020. Half-a-year later, there has been no indication the regulation will be passed before the next election. This is putting the future of Ontario Blue Box system in jeopardy. OWMA is asking members and the public to use this link to write to their MPP:

Click on the link: <https://www.bheard.ca/owma/>

Enter your name and postal code, and click “Submit”

Click on the “Mail” or “Twitter” icon (if you have a Twitter account)

Once your email has opened up, you have the option to personalize the content of the prewritten email, and add your mailing address at the bottom (recommended so MPPs know it is from their constituents).

## Guideline to Address Odour Mixtures in Ontario

The Ontario government is proposing guidance on how the Ministry of the Environment, Conservation and Parks and the regulated community can anticipate, prevent, and address odour issues that could be of concern to local residences. OWMA sees this review as an opportunity to obtain better regulatory clarity and certainty on how emitted odours from facilities are identified, managed, and remediated. The Ministry's review will include clarification on the requirements for potentially odorous facilities applying for an Environmental Compliance Approval (ECA) under section 20.2 of the Environmental Protection Act. More information can be found [here](#), and the deadline for comments to the Ministry is July 3, 2021.

## Nutrient Management Act, 2002 - General Regulation (O. Reg. 267/03) Amendment Proposal – Anaerobic Digestion

Proposed regulatory changes that would allow farmers to expand the emerging renewable natural gas (RNG) market in Ontario can potentially make the province a North American leader in the biogas sector. This can create a tremendous opportunity for the entire supply chain (i.e., waste generators, waste management companies, haulers, engineering/construction firms, utilities, land application firms, etc.) to create long-term jobs and drive economic development in the rural landscape. While OWMA generally supports this proposed regulatory approach, we strongly recommend that if products from on-farm facilities do not meet digestate qualities, they should be subject to the same rules and Environmental Compliance Approval (ECA) requirements as the waste processing sites. There should be consistent permitting rules for both on-farm and waste sector processing sites regarding waste generation. Click [here](#) to review OWMA's submission on O. Reg. 267/03.



### **Ontario Expands COVID-19 Rapid Testing Across Province**

On May 7th, in collaboration with the federal government and the Ontario Chamber of Commerce, the Ontario Government rolled out the COVID-19 Rapid Screening Initiative for small and medium-sized businesses across the province. This initiative will provide free rapid antigen tests, and will screen for asymptomatic cases of COVID-19. More than 760,000 test kits have already been shipped to 28 chambers and more than 50 others expressing interest in participating.

For more information on the COVID-19 Rapid Screening Initiative and which businesses are eligible, visit <https://occ.ca/covid-19-rapid-screening-initiative-ontario/> or [ontario.ca/testingonsite](https://ontario.ca/testingonsite). Anyone who has symptoms, is a known close contact of someone with COVID-19 or is part of another group that meets provincial testing eligibility criteria should make an appointment at an assessment centre, participating pharmacy or specimen collection centre. Please visit [Ontario.ca/covidtest](https://ontario.ca/covidtest) to find a testing location and eligibility criteria to be tested.

### **Waste Management Workers Now Eligible for Vaccine Appointments**

As of Tuesday, May 11, 2021, individuals who are in Group Two of people who cannot work from home, including waste management, transportation and warehouse workers, will be eligible to book an appointment to receive the COVID-19 vaccine.

In addition, effective Thursday, May 13, 2021, individuals turning 40 and over in 2021 in non-hot spot communities will also be eligible to book an appointment to receive the COVID-19 vaccine at a mass immunization clinic. Eligible individuals can schedule an appointment through the provincial booking system, or directly through public health units that use their own booking system.

The web portal for the provincial vaccine booking system is: <https://covid-19.ontario.ca/book-vaccine/>

### **Excess Soil and Hazardous Waste Program Registry projects underway**

The Authority has kicked off two projects for the Ministry of the Environment, Conservation and Parks. The Excess Soil Registry will launch in December in advance of regulatory requirements for filing notices taking effect on January 1, 2022. The Hazardous Waste Program Registry will launch on January 1, 2023.

The Ministry of the Environment, Conservation and Parks will continue to conduct compliance and enforcement activities for both programs. Visit our Hazardous Waste Program and Excess Soil webpages for project information and updates.

### **Tire Performance Reporting due May 31, 2021**

The deadline for tires haulers, retreaders, processors and PROs to report on their tire collection, recovery and management activities in the previous performance year is May 31, 2021.

### **Authority approves Stewardship Ontario's plan to further mitigate conflict of interest during the transition of the Blue Box Program**

The approved plan implements new policies, measures and an amended code of conduct to ensure the segregation of Stewardship Ontario and Canadian Stewardship Services Alliance staff and data throughout the wind-up and transition of Ontario's Blue Box Program.



## Ontario Electronic Stewardship appoints Deloitte as liquidator

The Board of Directors of Ontario Electronic Stewardship (OES) have resigned as Directors effective April 1, 2021, and have appointed Deloitte Restructuring Inc., as liquidator of OES. [Learn more.](#)

## MHSW Program Wind-up Extended to September 30, 2021

On April 29, 2021, the Minister of the Environment, Conservation and Parks issued new direction to Stewardship Ontario (SO) to extend the deadline to wind up the Municipal Hazardous or Special Waste (MHSW) Program from June 30, 2021 to September 30, 2021. The 3-month extension follows from feedback the Minister received from stakeholders and applies to all designated materials except for single-use batteries, which already transitioned to the individual producer responsibility framework regulated by the Authority in June 2020.

SO is required to submit an amendment to the MHSW Wind-up Plan to the Authority for approval no later than May 31, 2021. The Authority is expected to approve the amendment no later than June 30, 2021.

All other elements of the wind-up plan for MHSW will remain unchanged except as necessary to implement the Minister's direction.

The Government of Ontario is developing a new regulation that will detail the individual producer responsibility requirements for MHSW materials once the current program ends on September 30, 2021.

## Resource Productivity and Recovery Authority Registrar Reporting

The Association of Municipalities of Ontario ("AMO"), the City of Toronto and the Ontario Waste Management Association collectively submitted these comments as a follow-up to the last Service Provider Advisory Group meeting held on April 19, 2021.

Our organizations have been very supportive of the government's move to an outcome-based approach for producer responsibility that allows for a greater flexibility to achieve compliance and to innovate. We also support the important role RPRA plays in this structure to ensure the outcomes prescribed in the regulations under the Resource Recovery and Circular Economy Act, 2016 (RRCEA) are met.

As discussed on several occasions, we would like to have greater transparency on data related to performance under each of the RRCEA regulations. We note that RPRA's 2019 Annual Report provides an update on: producer supplied data reported by the deadline, producer supplied data on reporting accuracy and free riders. In addition to this and in order to ensure transparency and a sense of the performance of the programs, we request that RPRA also report on the following data at a minimum in all future annual reports:

### For the tire regulation,

As of December 31 each year:

- All registered tire Producer Responsibility Organizations (PRO) and proportional market share of each
- Any tire producers that are not part of a PRO (i.e., acting individually)
- Tire collection system by PRO/producer acting individually.

For each performance year:

- Aggregated tires supplied by reporting category



- Collection target by reporting category
- Total tires collected (in tonnes and % of supplied)
- Management target
- Total tires managed (in tonnes) by type of end-use.

#### For the batteries regulation,

As of December 31 each year:

- All registered battery PROs and proportional market share of each
- Battery producers that are not part of a PRO (i.e., acting individually)
- Battery collection system by PRO/producer acting individually.

For each performance year:

- Aggregated batteries supplied by reporting category
- Management target
- Prior to reduction due to recycled content
- After reduction due to recycled content
- Total batteries managed (in tonnes) by type of end-use.

We also request that RPRA report:

- The number of compliance cases open at the start of a period, opened during the period and closed during the period by type □ \_Type could be the same categories as in the Annual Report
- Preferred reporting frequency would be quarterly.

#### Dow and Mura Technology announce partnership to scale game-changing new advanced recycling solution for plastics

Technology can recycle all forms of plastic – including multi-layer, flexible plastics often used in food packaging.

Dow to play pivotal role in Mura's global rollout of one million metric tonnes of recycling capacity by 2025. Dow to receive supply of recycled feedstocks made from plastics waste from Mura's first-of-its-kind plant in Teesside, UK, supplying major brands across the globe with sustainable plastic products.

Future Mura sites planned in US, Germany, and Asia as Mura's global rollout accelerates.

The collaboration will support the rapid scaling of Mura's new HydroPRS™ (Hydrothermal Plastic Recycling Solution) advanced recycling process aimed at preventing plastic and carbon from entering the natural environment while creating the feedstocks for a sustainable, circular plastics economy. The deal marks an important step in Dow's commitment to advance a circular economy for plastics and keep plastic waste from entering the environment.

The partnership combines Dow's materials science capabilities, global scale and financial resources with Mura's leading technology, to produce the circular feedstocks which are then converted into the recycled plastics that consumers and global brands are increasingly seeking.



Mura's proprietary solution, HydroPRS™, is a revolutionary advanced recycling process that uses supercritical steam to convert plastics back into the chemicals and oils from which they were made, for use in new, virgin-equivalent plastic products. HydroPRS™ can recycle all forms of plastic – including multi-layer, flexible plastics used in packaging, which are currently harder to recycle and often incinerated or sent to landfill.

Importantly, the plastics produced using these recycled products are expected to be suitable for use in food-contact packaging, unlike most conventional recycling processes. With Mura's process there is no anticipated limit to the number of times the same material can be recycled – meaning it has the potential to significantly reduce plastics being used once and make the raw ingredients for a circular plastics economy. In addition, advanced recycling processes are expected to save approximately 1.5 tonnes of CO2 per tonne of plastic recycled, compared to incineration of unrecycled plastics.

Dow will play an important role as a global manufacturer of plastic, proving that Mura's solution can meet both the sustainability and performance needs of the industry and that the products made via HydroPRS™ can be employed at scale to make new plastics. The world's first plant using HydroPRS™ is in development in Teesside, UK, with the first 20,000 tonne per year line expected to be operational in 2022. Once all four lines are complete, Mura will be able to recycle up to 80,000 tonnes of plastic waste per year, providing Dow with materials produced by the process. Dow will use these materials to develop new, virgin-grade plastic for applications such as food packaging and other packaging products to be re-circulated into global supply chains, creating a true circular plastics economy.

This 'lost resource' of plastic waste is a huge economic opportunity – valued at up to \$120 billion per year according to the World Economic Forum. Global plastic production also creates an estimated 390 million tonnes of CO2 every year – equivalent to over 172 million cars. While plastic production accounts for approximately 6 percent of global oil consumption today, by deploying technology capable of recycling all plastics and creating the ingredients for a circular plastics economy, advanced recycling can decrease the use of oil by the chemical industry. Mura offers the prospect of dramatically cutting global plastic waste and associated emissions attributed to that waste.

To reduce global plastic waste, Mura has designed its business model for rapid global deployment and is building a global network of partners. Dow joins other major global players such as KBR Inc., a US-based multinational engineering services company, Wood, a global consulting and engineering company, and Igus GmbH, a global leader in industrial plastics, as partners to accelerate the deployment of Mura's technology worldwide. Mura's HydroPRS™ process utilises at its core the Cat-HTR™ technology, which was developed and is owned by Licella Holdings Limited, New South Wales, Australia.

Alongside its first plant in the UK, Mura has identified development opportunities in Germany and the United States – where it will develop new recycling plants in both countries in the next five years – and Asian markets, as part of a rapid global rollout that will see one million tonnes of recycling capacity in development worldwide by 2025. The partnership with Dow will be a key driver of this goal. Mura is continuing to raise funds to drive further expansion and is in discussions with a range of global investors.

The partnership announced today is another example of how Dow is working with partners to build momentum around breakthrough advanced recycling technologies and to drive game-changing innovations that keep plastic waste from entering the environment. In 2019, Dow announced a partnership with Fuenix to supply feedstock made from recycled plastic waste. The partnership with Mura represents another step in Dow's efforts to meet its recently announced sustainability targets to address both climate change and plastic waste.



### How do outreach efforts impact different households?

The report from SWANA delves into how poor recycling behaviors develop and why they persist. | Scott Beck / Resource Recycling Inc.

Education campaigns may improve curbside recycling practices for residents who produce average or low amounts of contamination, but they may not impact the worst offenders, according to new research.

The Solid Waste Association of North America (SWANA) last week released a report developed by its Applied Research Foundation. Titled “Reducing Contamination in Curbside Recycling Programs,” the report details a study of residents’ recycling behavior in 2018.



The study was initiated to probe how poor recycling behaviors develop and why they persist. Understanding these factors “should enable recycling and sustainability program managers to develop and implement more effective anti-contamination programs that address the underlying reasons for curbside recycling contamination,” SWANA wrote in an executive summary of the research.

Researchers looked at recycling practices in two communities in the Solid Waste Authority of Central Ohio (SWACO) service area, sampling curbside recyclables before and after a switch from bins to carts. The switch was accompanied by an outreach campaign.

The study identified three groups of households based on contamination in their recyclables. “High performers” were households with contamination rates of less than 10%; “learners” had rates of 10% to 24%; and “under performers” produced contamination rates of higher than 25%.

After recycling carts and the outreach campaign, “high performers” jumped from 39% to 50% of households and “learners” dropped from 38% to 22%, suggesting outreach reduced contamination rates for these groups.

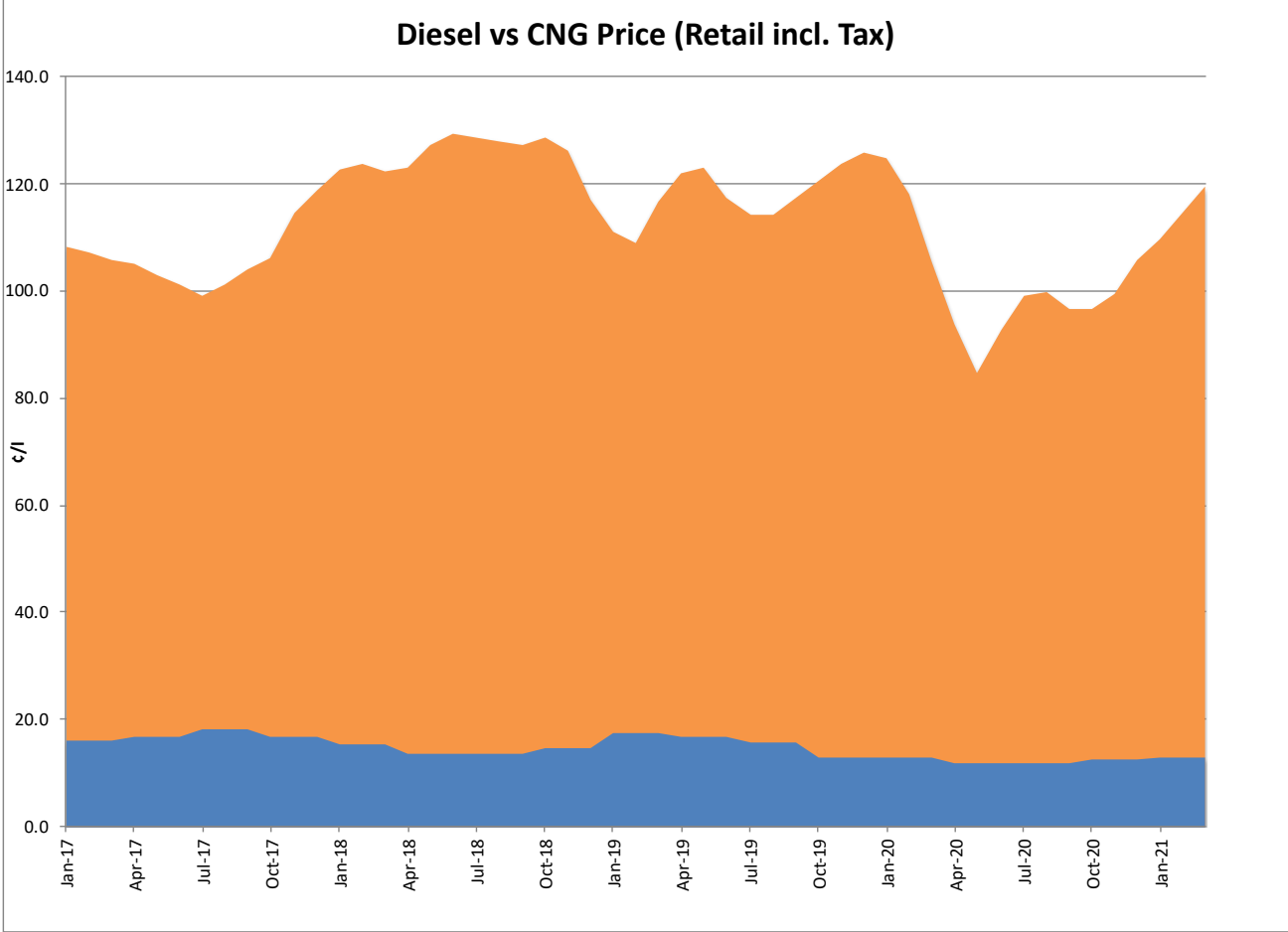
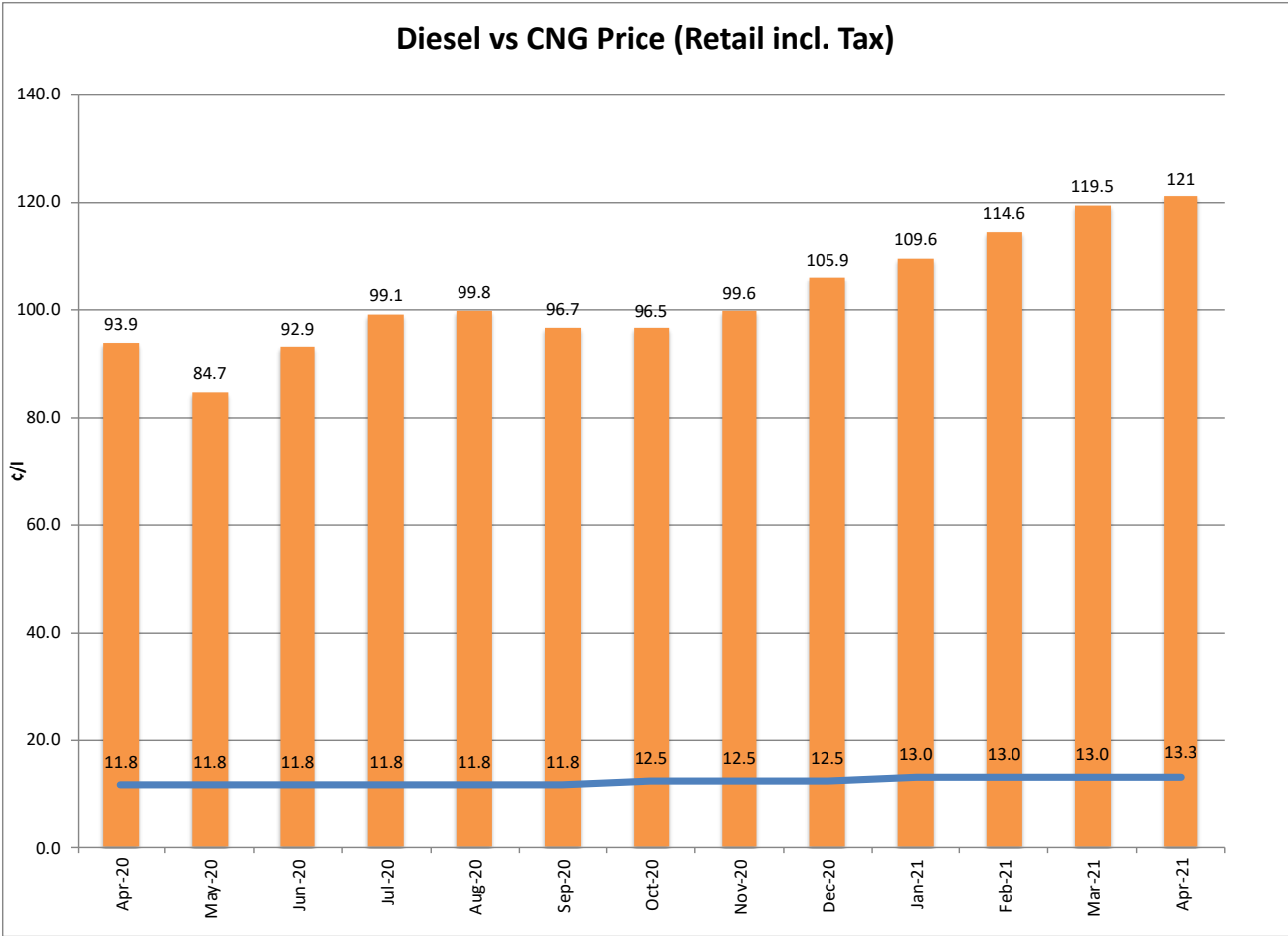
But the highest-contamination group saw different results. Households deemed “under performers” increased from 23% to 28%.

“This increase in contamination occurred despite the extensive educational outreach that was conducted during the bin-to-cart conversion program,” SWANA wrote. “This suggests that increased education outreach is not likely to have a significant impact on the contamination caused by this group.”

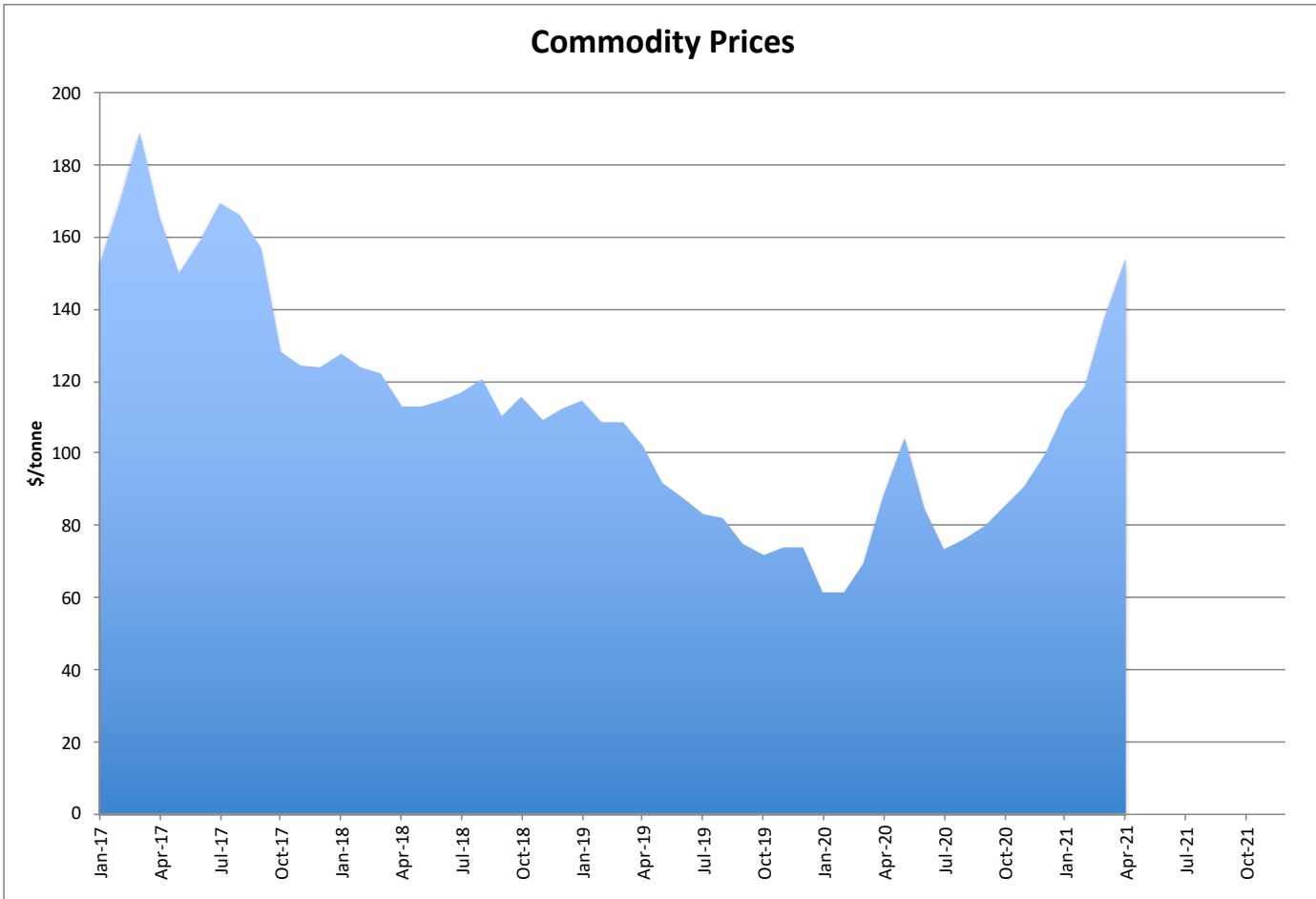
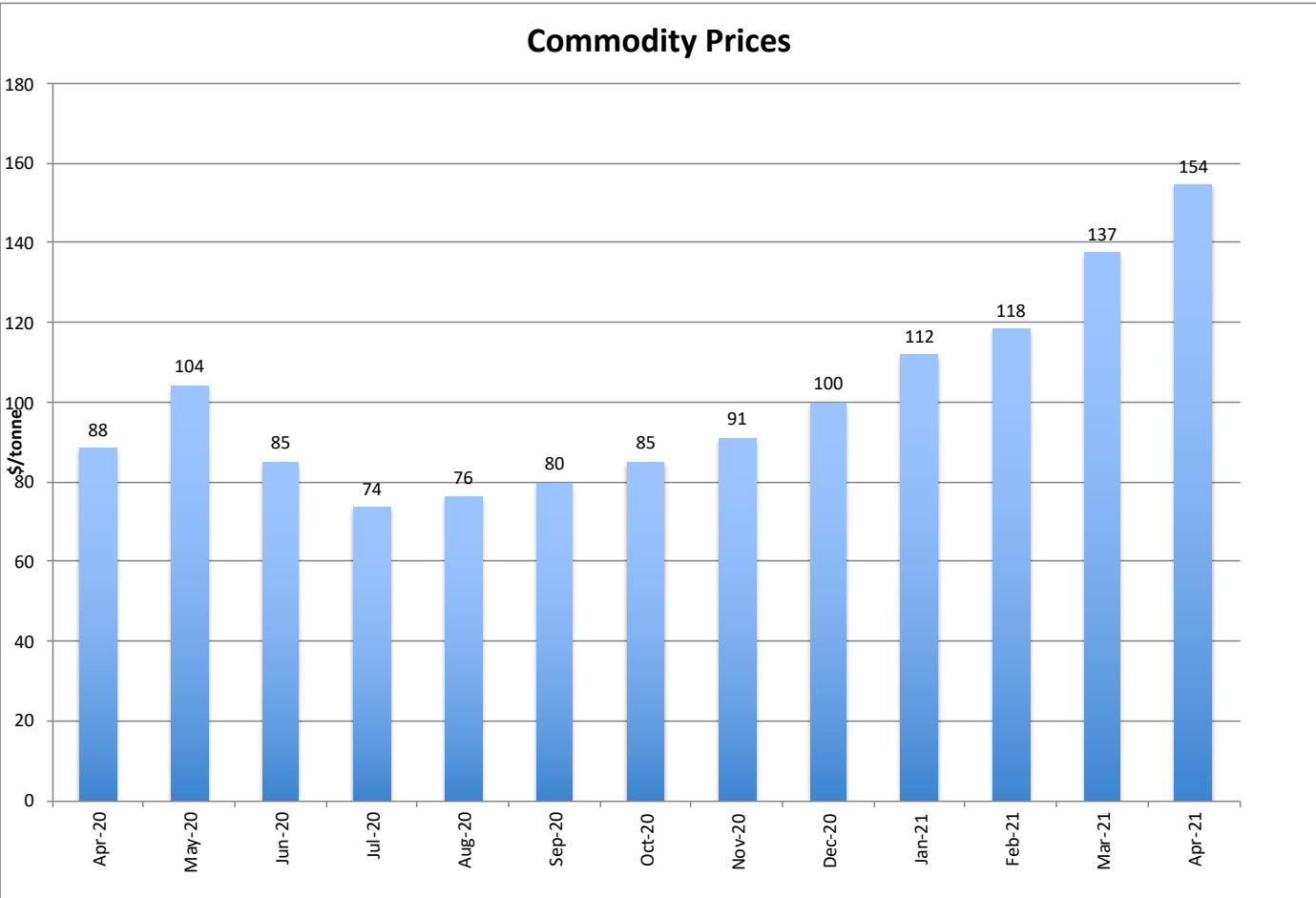
These different trends – and the tailored outreach efforts that can address these differences – are detailed in the full SWANA report, which is only available to SWANA Applied Research Foundation subscribers.

“One factor that is often overlooked in responding to the curbside recycling contamination issue is the varying levels of recycling commitments of residents who are provided with curbside recycling collection s be resolved through increased spending on recycling public education programs.”











**From:** Michelle Viglianti <[vigliantim@thamesriver.on.ca](mailto:vigliantim@thamesriver.on.ca)>

**Sent:** Wednesday, May 19, 2021 10:52 AM

**To:**

**Subject:** May 25, 2021 UTRCA Board of Directors and Finance & Audit Committee Meeting Notices

Good morning,

Please find the agenda package for the May 25, 2021 (9:30am) UTRCA Board of Directors Meeting, the draft Minutes from the April 27, 2021 Board Meeting, and the link to watch the live stream at the following website: <http://thamesriver.on.ca/board-agendas-minutes/>

In addition, a meeting of the UTRCA Finance & Audit Committee will take place following the Board meeting on May 25, 2021. Please note it is anticipated the majority of the business at the Finance & Audit Committee meeting will be held in closed session. The agenda can be found at the following website: <http://thamesriver.on.ca/board-agendas-minutes/board-of-directors-subcommittees/>

Thank you,  
Michelle Viglianti



**Michelle Viglianti**

Administrative Assistant

1424 Clarke Road London, Ontario, N5V 5B9

519.451.2800 Ext. 222 | Fax: 519.451.1188

[vigliantim@thamesriver.on.ca](mailto:vigliantim@thamesriver.on.ca)





The Corporation of  
The Township of Brock  
1 Cameron St. E., P.O. Box 10  
Cannington, ON L0E 1E0  
705-432-2355

May 19, 2021

Premier Doug Ford  
Queen's Park,  
Toronto, ON  
M7A 1A1

Sent via email: [doug.fordco@pc.ola.org](mailto:doug.fordco@pc.ola.org)

Dear Honourable Sir:

Re: Durham Dead-End Road Kids

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Please be advised that the Committee of the Whole of the Township of Brock received a delegation at their meeting held on May 10, 2021 and adopted the following resolution:

Resolution Number 05-6

MOVED by Lynn Campbell

That Dead-End Road delegations be received from parents, video, site [www.durhamdeadendroadkids.ca](http://www.durhamdeadendroadkids.ca) and attached correspondence and;

Whereas Dead-End Road Kids (cul-de-sacs, private roads) busing is being moved from long-time residential pick ups; percentages of 830,000 Ontario based students impacted as Student Transportation Services (STS) citing buses shouldn't access private roads, do 3-point turns, or back ups; kids are expected to walk 1-2 km twice daily (caregivers 4x) in the morning dark or narrow road shoulders, and with no "bus stop ahead" warning signage;

Whereas parents report employment/housing is at risk as they must leave work to drop off/pick up children to avoid safety hazards of kids walking on highways unsupervised; secondary school youth reporting education at risk as missing class/affecting grades; children with disabilities are not helped (eg. double amputee who needs bus stop moved 160 ft and parents were told it's their "responsibility to get kids to bus safely");

Whereas parents are being told busing policy is schoolboard's, but schoolboard say its STS, who say it is the Governance Committee of Ministry of Transportation, but Ministry of Education say it's "transportation consortia who administer the policy"; and trustee, governance say cannot change policies, so parents appealing to police, press and Councils with respect to the dangers; and that an oncoming car killed 12 year old Cormac and injured his sister while waiting at a newly relocated bus stop at the base of a hill, and;

Whereas STS have advised road improvements are the responsibility of municipalities, yet municipalities do not own the needed land, nor have millions of dollars to create 77m bus turnarounds, and;



Whereas Ontario Transportation Funding is \$1 billion: Jan 27/20 Ministry said they'd improve student transportation, review funding formula; and given STS gets their funding by scoring well in reviews, and given Ministry establishing "Student Transportation Advisory Group" to hear STS sector expertise experience, and ideas;

Now Therefore Be it Resolved that the Corporation of the Township of Brock requests;

1. Exceptions to allow 3-point turns or backing up where necessary, to provide safer service to dead-end and private road kids, that policies be amended to reflect; and when not possible,
2. Exceptions to allow indemnification agreements to access private land for bus turnarounds to keep bus stops safer and closer to prescribed 800m distance; and when not possible,
3. "Bus Stop Ahead" warning signage be required to notify oncoming traffic, prior to STS moving common stops to main roadway and,
4. STS be comprised of solutions like mini-buses, vans, taxis or public transit worked into funding formulas so that it does not negatively impact STS funding stats; and,
5. Kid Key Performance Indicator (KPI) be included for Ministry "Effectiveness & Efficiency Follow Up Reviews", establishing benchmarks for responsive problem solving for kids & parents' busing concerns, and that this be an STS factor to receive funding; and,
6. That the Province provide a "Parent Portal" for ongoing busing feedback of their STS, so families and kids can review/provide comments, especially during Ministry STS reviews and revisions to funding; and,
7. That the Province have GPS tracking software to notify parents when children picked up/dropped off, and;

That this Motion be distributed to Premier Doug Ford; Honourable Stephen Lecce, Minister of Education; Honourable Caroline Mulroney, Minister of Transportation; Durham MPP Lindsey Park; Haliburton-Kawartha Lakes-Brock MPP Laurie Scott; all Durham MPP's; Durham Region; all Ontario Municipalities; Rural Ontario Municipal Association (ROMA); Ontario Good Roads Association (OGRA); and Association of Municipalities of Ontario (AMO)

MOTION CARRIED

Should you have any concerns please do not hesitate to contact the Clerk's Department, [clerks@brock.ca](mailto:clerks@brock.ca).

Yours truly,

THE TOWNSHIP OF BROCK



Deena Hunt  
Deputy Clerk





The Corporation of  
The Township of Brock  
1 Cameron St. E., P.O. Box 10  
Cannington, ON L0E 1E0  
705-432-2355

DH:ss

- cc. The Honourable Stephen Lecce, Minister of Education, Ontario –  
stephen.lecce@pc.ola.org  
The Honourable Caroline Mulroney, Minister of Transportation –  
caroline.mulroney@pc.ola.org  
Lindsey Park, MPP, Durham – lindsey.park@pc.ola.org  
The Honourable Laurie Scott, MPP, Haliburton-Kawartha Lakes-Brock -  
laurie.scottco@pc.ola.org  
All Durham MPP'S  
Ralph Walton, Regional Clerk, Durham Region – clerks@durham.ca  
All Ontario Municipalities  
Rural Ontario Municipal Association – roma@roma.on.ca  
Ontario Good Roads Association - thomas@ogra.org  
Association of Municipalities of Ontario – amopresident@amo.on.ca



Date:	30/04/2021
Refer to:	Not Applicable
Meeting Date:	May 10, 2021
Action:	Null
Notes:	Deputation
Copies to:	

**BUS STOP NOTICE OF MOTION:**

That Dead-End Road delegations be received: from parents, [video](#), site [www.durhamdeadendroadkids.ca](http://www.durhamdeadendroadkids.ca) and attached correspondence and;

- **Whereas Dead-End Road kids (cul-de-sacs, private roads) busing being moved from long-time residential to highspeed (some 80km) common stop pickups;** percentage of 830,000 Ontario based students impacted as Student Transportation Services (STS) citing buses shouldn't access private roads, do 3-point-turns, or back up; kids expected to walk 1-2km twice daily (caregivers 4x) in morning dark, on narrow road shoulders, with no "bus stop ahead" warning signage,
- **Whereas Parents report employment/housing at risk. Must leave work to drop off/pick up children to avoid safety hazards of kids walking on highways unsupervised;** secondary school youth reporting education at risk as missing class/affecting grades; children with disabilities not helped like double amputee who needs stop moved 160ft; parents told it's their "responsibility to get kids to bus safely",
- **Whereas Parents being told busing policy is schoolboard's, but they say it's STS's, who say it's Governance Committee or Ministry of Transportation, but Ministry of Education say it's "transportation consortia who administer policy";** and trustee, governance say cannot change policies, so parents appealing to police, press, & councils re dangers then; oncoming car killed 12-yr-old Cormac and injured sister while waiting at newly relocated bus stop at the base of a hill, and
- **Whereas STS have advised road improvements are responsibility of municipalities,** yet municipalities don't own needed land, nor have \$ millions to create 77m bus turnarounds, meanwhile
- **Whereas Ontario Transportation Funding is \$1 billion; Jan 27/20 Ministry said they'd improve student transportation,** review funding formula; and given STS gets their funding by scoring well in reviews, and given Ministry establishing "Student Transportation Advisory Group" to hear STS sector expertise, experience and ideas,

Now therefore be it resolved that the Municipality of Scugog requests:

1. **Exceptions to allow 3-point turns or backing up where necessary,** to provide safer service to dead-end and private road kids, that policies be amended to reflect; when not possible,
2. **Exceptions to allow indemnification agreements** to access private land for bus turnarounds to keep bus stops safer and closer to prescribed 800m distance; when not possible,
3. **"Bus Stop Ahead" warning signage be required** to notify oncoming traffic, prior to STS moving common stop to main roadway, and
4. **STS be comprised of solutions like mini-buses, vans, taxis, or public transit,** worked into funding formula so doesn't negatively impact STS funding stats; and
5. **Kid KPI "Key Performance Indicator" be included** for Ministry "Effectiveness & Efficiency Follow Up Reviews", establishing benchmarks for responsive-problem-solving for kids & parents' busing concerns, and this be an STS factor to receive funding; and
6. **That Province provide "Parent Portal" for ongoing busing feedback of their STS,** so families and kids can review/provide comments, especially during Ministry STS reviews and revisions to funding; and
7. **That Province have GPS tracking software to notify parents** when children picked up/dropped off, and

**Motion be distributed to Premier Doug Ford, Honorable Stephen Lecce (Minister of Education), Honorable Caroline Mulroney (Minister of Transport), Durham MPP Lindsey Park, Haliburton-Kawartha Lakes-Brock MPP Laurie Scott, all Durham MPPs, Durham Region, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA), Ontario Good Roads Association (OGRA), and Association of Municipalities of Ontario (AMO).**





There are approximately 178 Dead End Roads DSTS doesn't enter with 386 students (as of Dec '20)

**Durham Dead End Road Kids**

Education Minister Stephen Lecce, Who Will Help Us?

[www.DurhamDeadEndRoadKids.ca](http://www.DurhamDeadEndRoadKids.ca)

WHO WILL TAKE RESPONSIBILITY & KEEP OUR KIDS SAFE?  
A STORY ABOUT PARENTS WHO FEEL ABANDONED IN A PANDEMIC.

DEAD END

Update



Toronto Star by Kristen Rushowy, Jul 2/19

Honorable Stephen Lecce you told us, **"You Are Listening to Parents"**. We need your help.



1:46

Brendan Kerin

Today, the unthinkable for any parent - happened to our family. In a blink of an eye, our son is dead, and our daughter is fighting for her life at Sick Kids Hospital.

I can barely bring myself to write something legible at the moment. On behalf of Jennifer, Aishling and myself, the community response and support have been overwhelming. We cannot thank you enough.

Shea is alive because of the first responders' speedy and professional actions. We are grateful to the Cobourg OPP, the Northumberland Hills Hospital, and the Trauma team at Sick Kids have given our family a sliver of hope.

All I can say at the moment, Shea needs all of our prayers and thoughts. She is still very much in a precarious situation.

Cormac was the most beautiful boy a parent could wish for. The thing to know about Cormac was how much he cared about others. He loved his school, teachers, classmates, friends and teammates. Please know how much he loved you. I can't bring myself to say much more at the moment. It is too much.

We are aware of how far this is affected people and the pain and hurt this has caused. In particular, our concern for their school classmates and staff, teammates and friends.

We ask that you keep our bus driver and the innocent children on the bus at the time in your thoughts and prayers. Amy will need all the support we can give her.

Please help [Durham's Dead End Road Kids](#), and others around the Province!

Remember [Adam](#) & [Cormac](#). Kids Deserve Better. They Deserve to Live.

*Help us Keep Busing as Safe as Possible; Keep Kids off Highspeed Roadways.*

*\*Note: in this report, click on images/links to read more details or watch videos.*

April 15, 2021

The Honourable Stephen Lecce, Minister of Education

438 University Ave, 5<sup>th</sup> Floor, Toronto, ON M7A 1N3

Dear Minister Lecce:

**Ontario School Busing is in the news... but not for the right reasons! UPS can do it, garbage trucks, snow plows, fire trucks, ambulances can provide driveway service, but schools can't?** Remember when school children were picked up by school bus at their driveway? **Now private road, cul-de-sac and dead-end road kids are losing long-time neighbourhood school bus pickups.** Student Transportation Services (STS) citing "for safety" school buses cannot do, 3-point-turns, back-ups, or access private roadways even though they have been for years!

**Children are being dropped on highspeed thoroughfares and high trafficked intersections and this is more-safe? Minister Lecce, [Adam died at a driveway highway pickup](#). [Cormac died just before](#)**



Collision Kills 12-Yr-Old Waiting Common Stop base of hill Dec 2/20. Keep Residential Road Pickups!

READ NEWS STORY



WHY IS MY BUS DROPPING ME OFF ON HIGHSPEED ROADWAY?

WHO WILL PICK ME UP? HOW IS THIS "MORE-SAFE"?

Parent Letter sent to Councillor Apr 14/21

"Why is an 8 yr old dropped off on highway from school bus?"

"Scary. Driving to Port Perry Hwy 2 saw child (8-10yrs) getting off school bus on side of highway, middle of nowhere. Walked alone to where? NOT ok for kids with zero road safety awareness to walk on highway. Where parents? Need safer bus stops + database so parents know where kids are." (Dad Aaron Moss Brock Township)

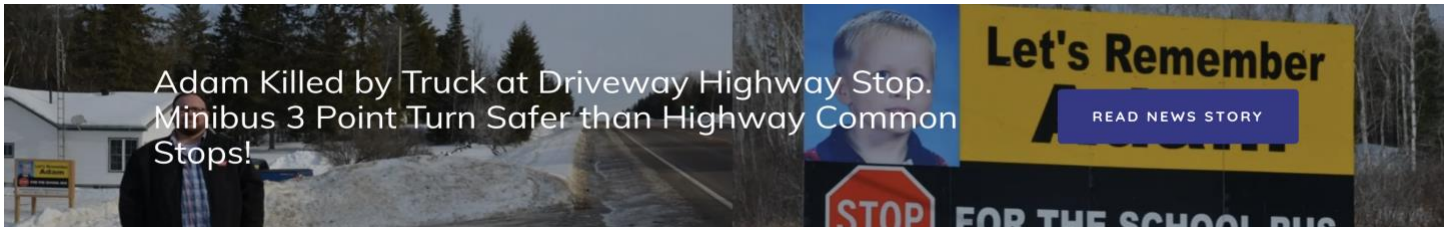
[Christmas '20 accessing his bus at the base of a hill](#) (see Dad's public facebook post above). Where bus stops are located is important. Parents around the province feel sick with fear and worry for their dead-end road kids whose bus stops are being moved to higher trafficked high-speed



roadways. Further, **Dead-End Road Kids are expected to walk upwards of 1-2km twice daily** (caregivers 4x), in morning dark, on narrow road shoulders (no sidewalks). **Parents reporting employment and housing at risk** due to losing senior caregivers who can't walk to new highspeed stops. Parents now having to beg off work daily to drop off/pick up children to avoid safety hazards of then walking alone on highways unsupervised. This puts their employment at risk. Secondary School Youth reporting long distance stops impacting their ability to log back in for afternoon classes, affecting grades.

**STS advised parents road improvements are responsibility of municipalities**, yet municipalities don't own land adjacent to roadways needed to create 77m bus turnarounds, nor have \$ millions necessary to create turnarounds, so STS keep moving long-time neighborhood pickups to highspeed common stops.

**1) Parents request exceptions to allow 3-point turns or backing up** where absolutely necessary to provide safer service to dead-end and private road kids, that policies be amended to reflect.



"Something good has to come from this and that something good would be: **no child was killed and no more incidents happen**," (Brother Pierre talking Feb 11/20 about 20 year agony of his little 5-yr old brother Adam's death on Highway Bus Stop.)  
**Don't let this be the life for Durham families. Let's do everything possible!**



For Durham Region alone, this change in busing policy means **178 dead end roads** are not accessed by Durham Student Transportation Services (DSTS), impacting **386 students and their families in Durham Region alone** (DSTS letter Dec '20)! [How many children live on private cottage roads, dead end roads or cul-de-sacs around the province affected by this?](#)

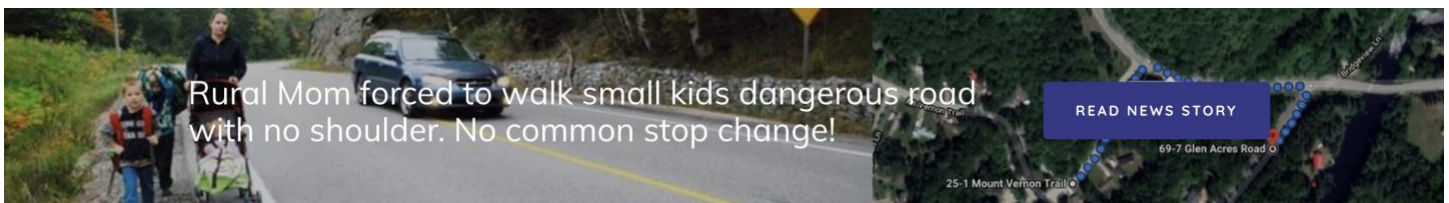
[Durham Dead End Road Kids' Video](#) re: **Durham District School Board Bus Stop Changes** (Ajax, Brock, Clarington, Oshawa, Pickering, Scugog, Uxbridge, Whitby)

[Watch Parents' Video](#) Fearful of Trillium Lakelands District School Board's Bus Stop Change (Kawartha Lakes, Haliburton, Muskoka)

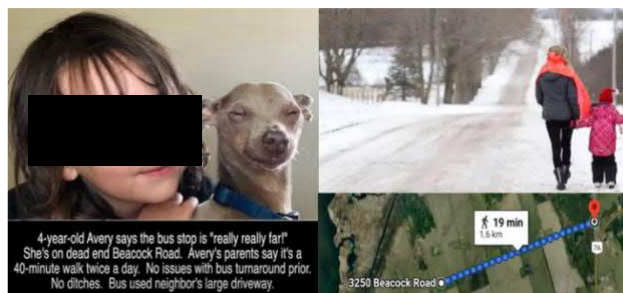
Police report filed when daughter was nearly hit by a car. Mother reports "being thrown around like a baton" trying to get answers. "I am looking for a voice who can help me show TLDSB, that it's common sense not to ask children to stand in an intersection, on an S bend of a busy high traffic area." Kids stand in snow covered ditch or on road shoulder to wait for bus. No other space. "I need a voice who understands that keeping your children safe is a mother's job... Help me fight to keep my children safe. I pray daily that our voices will be heard."  
 (Mom Tammy Mitchell Lakelands School District).

**"I'm afraid it will be too late before they do anything."** News story reports family had one vehicle leaving mom with no choice but to walk 3 children (including baby

in stroller) to new dangerous bus stop. Bus used to pick up on private road since '09 but now TLDSB has denied request to keep safer private stop. "Every morning Katie walks with three young children to the bus stop... she fears they're going to get hit. "It's a blind corner and there's nowhere to go. It's so dangerous, especially with how busy this road is." (Mom Katie Morris, Huntsville)







"We don't take responsibility for children, they are the parents' responsibility up until they get to the bus stop and on the bus," says Catherine Shedden, District Manager, TLDSB

"The Governance Committee concluded that the DSTS Transportation Policy has been applied... the decision is final and not subject to further consideration. Accordingly, no further action will be taken on this matter," says Kelly Mechoulam, CAO of DSTS

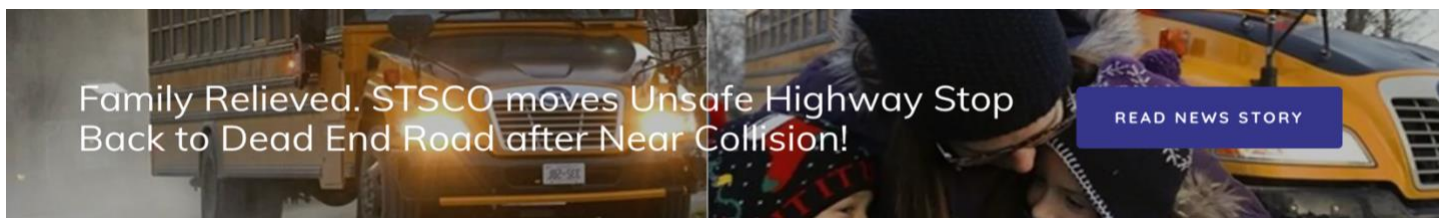
(Response to Grandfather trying to get his 4-yr-old granddaughter's bus stop off 80km intersection and back to dead end road.)

**2) Parents request exceptions to allow indemnification agreements to access private land** for bus turnarounds, to keep bus stops safer and closer to prescribed 800m distance away.



**Dad speaks to Council Dec '19** explaining "My kids have had 10 opportunities to be killed!" at new Highway 60 common stop.

Used to be picked up on dead-end Millar Hill Road. Now bus passed by speeding cars potentially hitting kids in morning dark while boarding. Even though Limberlost Forest and Wildlife Reserve has offered their entrance for a bus turnaround, TLDSB says can't use private land unless they donate it for bus turnaround. (Dad Kevin Miller, Lake of Bays)



**A tractor-trailer nearly plowed into the back of kids' bus** stopped on highway. STSCO had moved bus stop to Highway 7 where speed limit is 80km, to avoid dead-end Leanne Avenue. "Buses don't typically go down dead-end roads... but with the...increased traffic, STSCO recognized change needed." "It was really traumatic watching (oncoming semi-truck) because there was nothing we could do." (Parents Lisa & Matt Couture, Peterborough)



**3) Parents request "Bus Stop Ahead" warning signage be required to notify oncoming traffic** prior to STS moving common stop to main roadway.

Durham parents on Dead-End Roads Jack Rabbit Run & William's Point, whose children being moved to base of hill on Regional Road 57, tried to get bus stop warning signage installed, but DSTS said not warranted.

➤ "Bus stop has been on Jack Rabbit Run for years...I have two small boys ages 4.5 and 6. I live over 1.5km from Reg Rd 57. There's no possible way we can walk that far twice daily! Multiple vehicles, parents, and children congregating... There's no parking, no shoulders... I'm a Registered Nurse in critical care. I know accidents can happen without warning! Please take residents' concerns seriously! I work shift work so my elderly mother takes children to bus, but now will not be impossible! How will I support my family (if I have to leave work to pick them up)?" (Mom Cara Tunney, Registered Nurse Critical Care, Scugog)

➤ "My work takes me around province. Puts all responsibility of taking kids (2- and 4-year-olds) to highway on my wife. What drives me crazy is that it's been possible for a bus to make a three-point turn in the past... why isn't a smaller bus not a possibility?" (Dad Steve Anning on Video, Hydro One Safety Officer, Scugog)





➤ [“How can this be safe? I am beyond upset that this continues to happen:](#)

- \* cars stopped on hill behind bus,
- \* 1 car trying to turn right around bus,
- \* 1 car honking because came over hill and cars stopped behind bus,
- \* **ALL parents screaming because another car came around William's Point bend and almost ran over kids boarding! Kids scared... How can this be safe? Imagine if there were snow or ice on hill?”**

[“Please explain Mrs. Mechoulán how you are going to deal with a child getting hit by a car and all of us parents have continued to tell DSTS how unsafe it is?”](#)

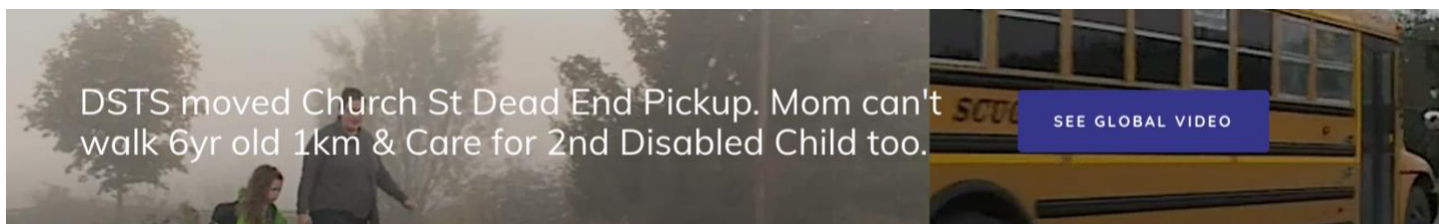
(Mom Laura Turnbull, Feb '21 Email to Trustee Morton & DSTS CAO Mechoulán)

**4) Parents request STS be comprised of solutions like taxis, public transit, mini-buses or vans,**

worked into funding formula so doesn't negatively impact STS funding stats. Other options could be incorporated not just full-size buses that can't navigate dead-end roads. Why not use new [Durham Transit On-Demand?](#)

[“We were informed Friday that the bus stop is again, at Cartwright and Church intersection. This is an unsafe stop for any child... Vehicles are always speeding](#)

(over 80km/hr) not to mention when there's a problem on 7A, they detour through that intersection. **Our neighbours are appalled DSTS refuses to send a bus down our road. All their children were picked up at the ends of their driveways. The road is in the best shape it's ever been. Wilma (Wotten Regional Councillor) had commented that she used to ride the bus that came down this**



**road.** In 2017, the town came out and met with DSTS to look at areas where the bus could turn around. Nothing ever came of it (don't own enough land there to build turnaround). **We now have 6 children who live on this road, ages 4-13. None of the families are okay with the current bus stop, only one is using it (while they fight DSTS)."** (Mom of Disabled Child, Krista Ormsby, Scugog)



Parents being told busing policy is schoolboard's but [they say it's STS's](#), but STS say busing changes are schoolboard governance & policy of Ministry of Transportation, meanwhile Ministry of Education says it's [“transportation consortia that administer policies”](#). Parents are spinning in circles trying to figure out who to talk to, since STS not responding to their concerns!

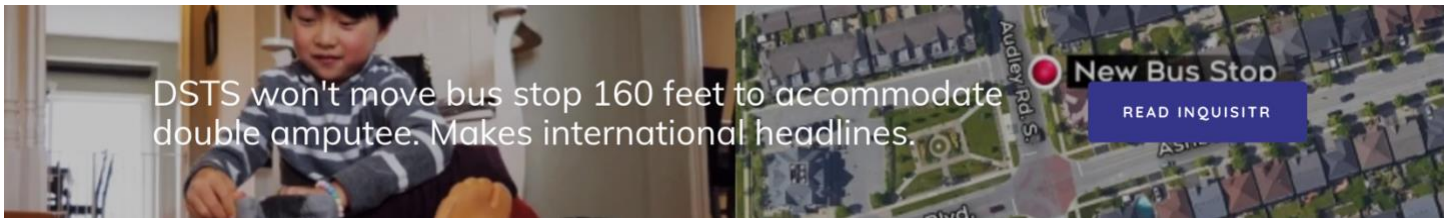
Parents reporting frightening near accidents/deaths to Trustees, School Boards, STS, but continue to be advised **“it's the parents' responsibility to get children to bus stop safely”**, and are forced to appeal to councils, press, make videos, yet appeals largely unresolved and unknown liabilities mounting.

**5) Parents request Kid KPI “Key Performance Indicator” be included for future Ministry “Effectiveness & Efficiency Follow Up Reviews”**, establishing benchmarks for responsive problem solving for kids & parents' busing concerns, and this be a factor to receive funding. **Viktoria says DSTS, “senseless bureaucratic approach must change.” There's more to busing than business.**

**“DSTS picked a community stop but my kids only ones taking bus? ...which drives right by our house? How does 40-minute walk sound four times a day with a 2 and 4-year-old?”**

(Mom Viktoria Brown, Scugog '17 Focus Magazine Appeal to DSTS)





DSTS won't move bus stop 160 feet to accommodate double amputee. Makes international headlines.

We need a "Kid" KPI, where high-level service is rewarded. Rui Webster who's lost both his legs, uses prosthetic limbs to walk, yet DSTS won't move bus stop 160 feet to accommodate. "[The bus stop was just a couple of houses down the street from him](#)...however busing contractor changed routes...Rui has to cross intersection to reach (new) bus stop (more traffic)... snow plows deposit large banks of snow... Twice last week, Rui slipped and fell... "We just want bus stop put back where it was or to assign Rui to another bus that still goes past our house – either of these things are easy to do," Kurt says. The busing contractor has steadfastly refused to change route. School district has refused to budge as well." (Parents Kurt & Melissa Webster, Ajax)



Dad chases truckers speeding past stopped school bus on Hwy11 while kids boarding, to report to OPP!

[Transports blowing by stopped school buses on area highways a regular occurrence](#). "It's so stressful. It's awful. Every morning I stress out and every afternoon when I know (transport trucks) are coming back." (Mom Cara Smetana, Martin River Nipissing)

Williams Point Cottagers Association advocating for Kids!



Williams Point Cottagers Association have advocated in every way possible to protect their kids from the highway stop at base of hill. If necessary they will give up part of their park to build a turnaround. They are stunned at DSTS to put 22 kids on Regional 57 Road shoulder to board bus.

**6) Province provide "Parent Portal" for ongoing busing feedback of their STS**, so families and kids can review/provide comments, especially during Ministry STS reviews and revisions to funding.

**Provincial funding for student transportation is projected to be more than \$1 billion** and Ministry routinely has "[Effectiveness and Efficiency Follow-Up Reviews](#)" of STS which is the vehicle of STS funding.

**Ontario Government announced January 27, 2020 they'd improve student transportation experience** by reviewing funding formula to achieve more efficient and accountable system, reviewing three goals of: 1) equity, 2) fiscal responsibility, accountability, and 3) evidence-based decision making.

**Government is establishing a Student Transportation Advisory Group** meeting with Parliamentary Assistant and Ministry staff, to hear from STS sector partners expertise, experience and ideas. Parents and children should be included in this review. **Given busing is supposed to be for the children, why not give parents and kids a say?**

**7) Province have GPS tracking software to notify parents where children are** when dropped off/picked up, giving evidence of safety.

On behalf of Durham Dead End Road Kids, and William's Point Cottager's Association, we hope our website, videos, and this report help explain. We welcome the opportunity to discuss this with you further.

*Deborah Kiezebrink*

[Deborah Kiezebrink](#), Scugog Ward 4 Councillor  
[dkiezebrink@scugog.ca](mailto:dkiezebrink@scugog.ca)

and [Wilma Wotten](#), Scugog Regional Councillor & Deputy Mayor  
[wwotten@scugog.ca](mailto:wwotten@scugog.ca)



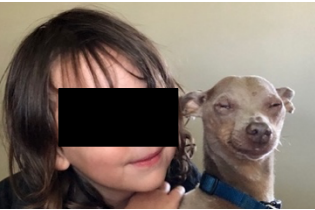
Brent Clemens, [WPCA](#) President  
[bclemmy@aol.com](mailto:bclemmy@aol.com)

*M. Burg*

and Michelle Burg, WPCA Board Director  
[michelle.j.burg@gmail.com](mailto:michelle.j.burg@gmail.com)

cc: Premier Doug Ford, Honorable Stephen Lecce (Minister of Education), Honorable Caroline Mulroney (Minister of Transport), Durham MPP Lindsey Park, Durham Region, all Ontario Municipalities, ROMA, OGRA, and AMO.





Nov. 4, 2020

Good Day,

This letter is to inform whomever can resolve this catastrophe.

My name is Curtis Sowards and live at [REDACTED] Beacock rd., [REDACTED] Ontario. L0B 1L0. I am being told that my granddaughter is to walk 1.4 km to highway 57 to the bus stop. My granddaughter is 4 and just started JK. Her mother has no car or drivers license, so both would have to walk. They would have

to leave about 45 minutes before pick up, which would be in the dark during the winter months. Beacock is a dirt road and has no sidewalks or lights. This is extremely dangerous for such a cute kid.

4 years ago, I was told a similar situation, which meant my grandson would have to walk the 1.2 km to the pick-up point. The reason was it was not safe for the bus to turn around. After taking measurements, the driveway beside mine is 25 feet wide and at least 50 feet long going to a work shop. I discussed this problem with my neighbor and he had absolutely no problem with the bus turning around.

The transportation safety inspector from the bus company came to my house and spoke with said neighbor and the bus started coming with no incidence for the 2 years my grandson was here. I have also had my own 2 children bused to school for their 14 years of public-school education.

Now I am being told someone has determined no bus should turn around on a private driveway? I am not sure where this came from but my house is on a public road well maintained and plowed. I might add the grader, snowplow and garbage trucks easily use Beacock rd. If the bus company is not allowed to send the big bus, send the small one but Avrie deserves an education.



November 2 2020

Curtis Sowards

L0B 1L0

Re: Email to Durham Student Transportation Services Governance Committee

Dear Mr. Sowards,

This letter is in response to your written request for reconsideration of transportation arrangements, received via email on September 30, 2020.

Your correspondence related to a request for a closer bus stop on Beacock Road was forwarded to Durham Student Transportation Services (DSTS) in accordance with Section 7.3 of the procedure outlined under the heading *Request for Reconsideration of Transportation Arrangements* within the DSTS Transportation Policy. Your request was reviewed at the most recent Durham Student Transportation Services Governance Committee meeting held on October 28, 2020.

The Governance Committee concluded that the DSTS Transportation Policy has been applied and administered appropriately in your situation. As outlined in the DSTS Transportation Policy, Section 3.5, "in circumstances where buses cannot gain access, students may be required to walk further to bus stops..." beyond the 800 meters. Additionally Section 7.2 outlines, "DSTS reserves the right to determine if the roadway is suitable for travel, given road conditions and necessary space requirements factoring turn radius of large school vehicles." DSTS has determined that Beacock Road where you reside does not have adequate roadway to safely turn around a school bus vehicle and the closest available school bus stop location is at Beacock Road on Regional Road 57.

As noted in the DSTS Transportation Policy, the decision of the Governance Committee is final and not subject to further consideration. Accordingly, no further action will be taken on this matter by DSTS or the Governance Committee.

Sincerely,

Kelly Mechoulan  
Chief Administrative Officer, DSTS

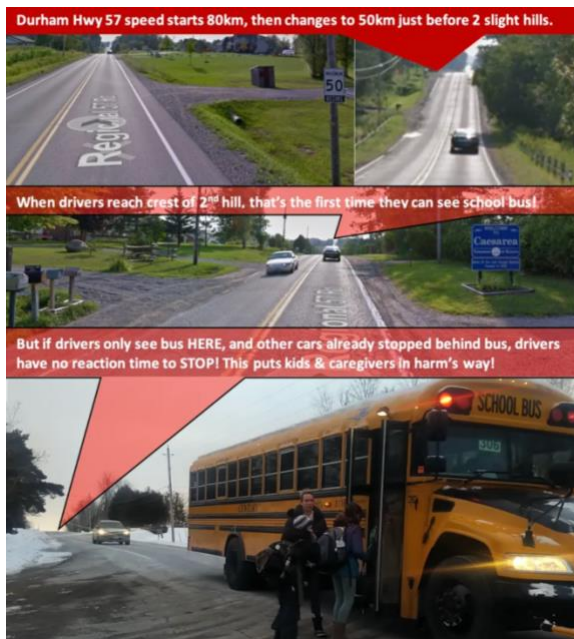
cc: Chairperson and Trustee, DDSB  
Director of Education, DCDSB  
Director of Education, DDSB  
Chairperson and Trustee, DCDSB

This is a problem created with the decision about bus turning, with no plan for the children. I was never consulted about the losing access to education for anyone living at my house. **Please solve this, do it for the kids!**

If any further information is required, I am always available.

Curtis Sowards





If you would prefer to use this bus stop location please let me know and DSTS staff will facilitate the change in bus stop location for your family.

Sincerely,

Kelly Mechoulan

Durham Student Transportation Services



**From:** Laura Turnbull <[REDACTED]>  
**Sent:** Friday, February 26, 2021 3:20 PM  
**To:** CAROLYN MORTON; Kelly Mechoulan; Deborah Kiezebrink  
**Subject:** School bus incident at Williams point

Good afternoon Mrs. Mechoulan,

*I am beyond upset that this continues to happen, this is the first time I finally got it on camera*, unfortunately I did not get the car behind the bus because it was so unsafe I cared more for the kids then the pictures, the details of the drop off are as follows:

- parents waiting at the side of Williams point for the bus to arrive 2:54
- bus shows up lights on kids begin to come off bus
- two cars stopped on the hill behind the bus
- **as kids coming off bus, car comes around bend on Williams point road and almost runs them over!**
- all parents begin yelling "Stop, Stop!" so the kids stop, car stops...
- bus closes doors and carries on
- the first car behind the bus wants to turn right on to Williams point but has to wait for the children to clear so the second and then third car start hammering on their horns so they can get by because they just came up over the hill and a car is parked
- the kids all stop walking again because they don't know what's going on with all the horns and they are scared.

**How can this be safe? If this bus stop continues, please explain to me Mrs. Mechoulan how you are going to deal with the situation when one of these kids gets hit by a car and all of us parents have continued to tell the bus transportation company how unsafe it is.** This is completely unacceptable and please let me remind you it's a sunny dry day, I can't even imagine if it were raining or snowing or ice. I will continue to film and take pictures of this very concerning situation.

Laura

**From:** KELLY MECHOULAN <[REDACTED]>  
**Sent:** Monday, March 1, 2021 6:04 PM  
**To:** Laura Turnbull; CAROLYN MORTON; Deborah Kiezebrink  
**Cc:** DAVID WRIGHT  
**Subject:** RE: School bus incident at Williams point

Dear Ms. Turnbull,

Thank you for letting us know about the driver at the intersection. Although, DSTS has confirmed with the bus driver that no vehicle has gone through the bus flashing lights at the Regional Road 57 and Williams Point Road, our Safety Officer has reached out to Durham Regional Police to request surveillance in the area at the time of drop off and pick up at the bus stop location.

The car at the stop sign can not legally turn into the bus lights, and the bus driver has been instructed to block as much of the intersection at time of stopping as possible.

DSTS will continue to monitor the bus stop with the bus operator and driver. The current bus stop location is the closest available bus stop location, the next closest available bus stop location is on Regional Road 57 at Park Street.





AUG 7/20 Laura wrote to Durham District Schoolboard Trustee Carolyn Morton, who is also the Chair of the DDSB Governance Committee:

"Good morning, I might not be the first time you are hearing a complaint regarding this but I haven't heard of anything changing so I wanted to voice my concern as well.

My house received a letter from the Durham Bus Transportation (DSTS)... starting this school year the bus would no longer come down the road. I am located end of William's Point 2.4 km from Highway 57 the new pick up.

There is no possible way in good weather (let alone bad weather) my kids are going to be able to make it down there and back, so that leaves me no choice now but to drive them.

Due to Covid if I have to already drive them down the road I might as well drive them right to the school. However upon review of the back-to-school guidelines, I see that the board is discouraging parent drop offs as the area is not built for that many cars.

I can completely understand this, but honestly now that they took the bus away, I'll have no choice. I also would like to know what the guidelines are distance wise as a tax payer for children to receive a bus pick up?

*There are kids even further past me down Jack Rabbit Run that also will no longer get bus service. Are we not entitled to bus service after a certain mileage away? Also I would like to complain that the bus has been travelling past my house for over 14 years that I've lived here with the same turn around so why now?*

I understand times right now are challenging for all. I just can't sit back and say it's ok that they don't have a bus anymore knowing I pay my taxes and they had one every other year. Any guidance regarding this would be much appreciated."

Laura

**From:** Carolyn Morton (Trustee)

**Sent:** Friday, February 5, 2021 5:59 PM

*I am sorry, but I have no authority to change decisions made by the CEO of DSTS. That would be out of my hands.*

Sorry, Carolyn

***Minister Lecce, who should this mom and others like her go to, who have authority to help?***

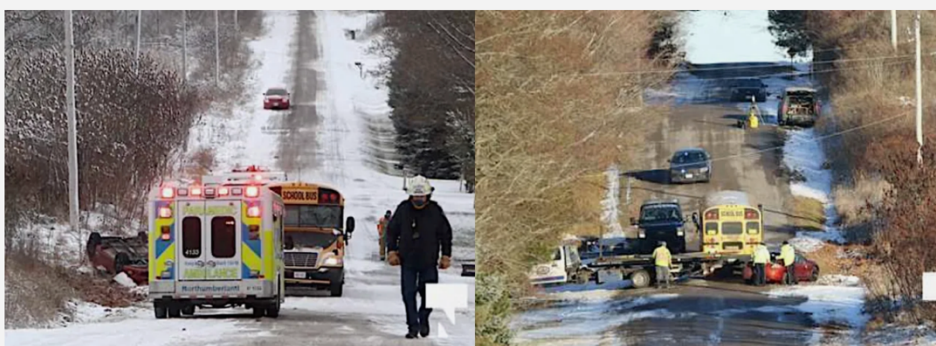


# Minister Stephen Lecce Please Give Safe Stop - Not Highway 57!

February 18, 2021 | Durham Dead End Road Kids, Education Access, Parents Advocacy, School Bus Safety



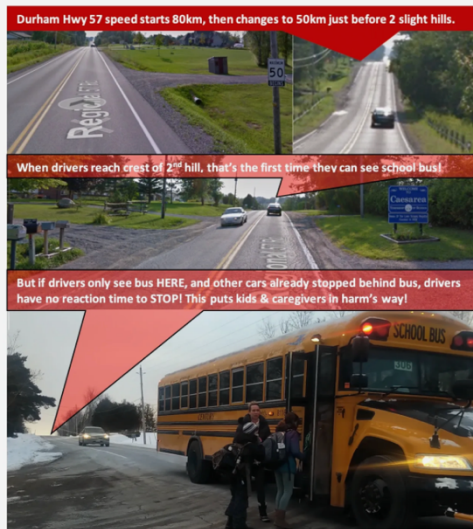
I am writing on behalf of the deeply concerned parents and community members of Williams Point. Monday, February 8, 2021 was the first pick up and drop off at the new bus stop located on the highway. Most parents found alternative measures to get their children to school as they are not willing to risk their children's physical safety by having them congregate at the bottom of a blind hill with no signage, sidewalks, or designated waiting area. Those who did send their children by bus were frightened. Other families have decided to move their children to online schooling, being forced to make a choice between their children's physical safety and their mental health. Our parents are losing sleep regarding this ongoing dispute particularly following the death of a student in Port Hope December 2/2020. [Read news story.](#) [Support the Kerin family here.](#)



Toronto Sun Reports: Cormac Kerin, 12, along with his sisters, Aishling and Shea, 10. Cormac was killed and Shea critically injured after they were struck by a vehicle while waiting for their school bus on Dec. 2/20 in Port Hope.

The parallels that can be drawn between the two bus stops are uncanny and downright terrifying to the parents of 22 kids who are expected to stand in the middle of an intersection on a highway at the base of a hill in winter to board the bus...





New Durham Highway 57 Common Stop where school bus stopping isn't visible until reaching crest of hill. Dangerous for Scugog Dead End Road Kids. Keep safer side road stops until turnaround can be built.

I would like to share with you direct quotes and feedback we have received from our community to better illustrate:

\* "There is no stop sign here and the bus is stopping on the bottom of a blind hill where visibility is impossible. The snow and ice makes this dangerous spot even more dangerous. There are no sidewalks and cars are speeding in this area. As a critical care nurse, I am very concerned that this change was made and ultimately puts our children's lives at risk."

\* "Pick up and drop off spot at the HWY 57 and William's Point Intersection is not an appropriate alternative. It isn't safe, it's not

suitable for family routines and not good for overall community. The proposed stop is on the downhill side of a blind hill, where vehicles are often travelling well over the posted speed limit. This is very similar to the spot in Northumberland County where a boy tragically lost his life at a school bus stop just this school year. Again, add snow, ice or slippery conditions to this situation and it becomes even more unsafe."

\* We made the difficult decision to move our daughter to online. We cannot take this risk for something that should be as simple as getting to school safely. The impacts this will have on her mental health keep me up at night."

We understand that representatives from the Township of Scugog have subcontracted engineers to survey and create a design for a 77 metre turnaround for the bus at the location where it previously did a 3-point-turn, at Jack Rabbit Run and William's Point intersection. This is a very private and safe location and close for families who's children have disabilities to access. Our community has rallied together offering to donate land from our park if need to be construct a bus turnaround, to start a fundraising campaign, volunteer time, and some have even offered to build the bus turnaround themselves if need be, anything to keep our children safe.

We have requested that DSTS explore alternatives that could be available such as committing to send the mini-buses like before, having a parent or a second bus driver act as a spotter for the bus driver to turn around safely. We are aware that Councillor Kiezebrink sent letters to DSTS, our School Board Trustee Carolyn Morton, and Norah Marsh, Director of Education just last week, requesting that the bus stop remain in place in our community until the end of the school year so we can work tougher towards providing a suitable solution and allocate the appropriate amount of time and resources to have the solutions executed.



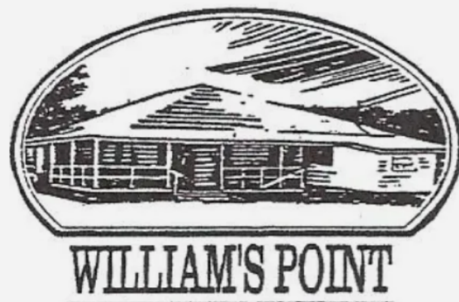
Each of our solutions, letters, and requests, have been dismissed as not possible. DSTS actions have made it clear that there is no intention to collaborate, have open dialogue or to work to resolve our very valid concerns. They have only restated what the policy is, in any email, meeting, or letter; that it's the parents' responsibility to get the children to the bus stop safely, that roadways are the municipality's responsibility, that it's not a hill, not a highway, that sight lines are met and "bus stop ahead" signage is not required (but we wonder where the measurements were taken from because the bus driver stopped mid-hill as it's the only place to stand for the students).

Parents and community members are asking when will DSTS be open and transparent with us? When will our concerns be responded to? Some parents have written letters or emails only to still receive no reply. How is this an acceptable practice of a Tax Funded Agency to simply ignore the very people who pay their taxes that provide the funding? Our families and members feel abandoned and ignored due to our rural status.

Minister Stephen Lecce, our elected Councillors (Ward Councillor Deborah Kiezebrink and Regional Councillor Wotten) have done everything they can think of to assist us. We are now asking that they engage you to investigate not only our concerns for our children's safety but how unfairly this community feels this matter has been handled by DSTS.

We wish to thank you in advance for your assistance and advocacy both on our behalf and on behalf of every Dead-End Road Child in Durham facing this same circumstance. Thank you for taking our concerns seriously and thank you to our Councillors for being safety ambassadors within Scugog Township.

We wish to thank you in advance for your assistance and advocacy both on our behalf and on behalf of every Dead-End Road Child in Durham facing this same circumstance. Thank you for taking our concerns seriously and thank you to our Councillors for being safety ambassadors within Scugog Township.



Sincerely,

Michelle Burg, WPCA Director

cc. Brent Clemens, WPCA President

READ BLOG POST:

<https://durhamdeadendroadkids.ca/blog-to-minister/f/minister-stephen-lecce-please-give-safe-stop---not-highway-57>





April 21, 2021

To Whom It May Concern:

***We are deeply concerned about there no longer being a bus route on our dead-end street with the safety concerns that it raises for the future of our two children.*** My wife and I have two young children, a daughter starting school in September and a son who will be starting 2 years behind her. We're not

the only ones impacted... The Williams Point Cottagers Association is quickly growing and the number of children on the street is steadily increasing. These concerns only multiply the further away the residence is down the street from the new bus stop.

***The loss of the long-time bus route on William's Point Road will force my wife to walk our daughter to the top of our street and will also force her to bring our son along 2.2km (twice daily)*** as my work requires that I am often on the road very early or on call while working around the province for the Ministry of Labour, Training and Skills Development and there would be no supervision for him in that time period. You can imagine the difficulties this would present for her. Tying into this, if the snowplow is no longer coming down the street early enough to accommodate for the bus route, you can envision how difficult it would be for two young children walking through unplowed streets with no sidewalk in the morning dark, as well as sharing roads with commuters on their way to work.

***Though it breaks our hearts, we will have to consider leaving our beautiful community as this once proposed bus stop change has now become reality.***

***The challenges and safety concerns this presents for what seems like a minor issue of a three-point turn for the bus as compared to the frightful alternative of children walking up to 2.2 kilometres to reach a bus stop that impedes live traffic coming down a blind hill should really be reconsidered.***

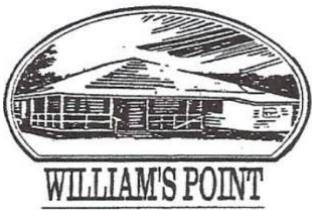
***If you force parents to drive their children to the bus stop, not only will it congest narrow roadways during commuting hours, but it will also increase emissions from idling vehicles. In many cases this is not even a possibility for parents who would be unable to modify their hours of work to accommodate this.*** The possible economic impact of having to put off working to accommodate an amended bus route seems very inconsiderate to taxpayers who I guarantee will see no decrease in their taxation in response to the change.

***I hope I have provided enough information to allow for thorough debate into this issue and I do hope that the safety of the children residing on Williams Point Road is considered the paramount concern by the school board and the Durham Student Transportation Services.*** I strongly urge you to reconsider this change.

We are available to discuss our concerns further at [REDACTED] and [REDACTED] or by phone at [REDACTED] and [REDACTED]. We hope you reach out.

Sincerely,

Concerned Parents Residing at [REDACTED] Williams Point Road,  
Steven and Kayla Anning







**THE CORPORATION OF THE  
TOWNSHIP OF MATACHEWAN**

May 7, 2021

Premier Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

Dear Premier Ford:

At the meeting held on April 7, 2021, the Council of the Corporation of the Township of Matachewan passed Resolution 2021-064 requesting that the Province of Ontario reverse their decision on the closure of Youth Justice Facilities in Northeastern communities.

A copy of Resolution 2021-064 is attached. Your consideration and support of this resolution would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Knauth", is written over a horizontal line.

Barbara Knauth  
Deputy Clerk Treasurer

Cc: Honourable Todd Smith, Minister of Children, Community and Social Services  
Honourable Sylvia Jones, Minister of Indigenous Affairs  
All Municipalities with the Province of Ontario





## THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN

P.O. Box 177, Matachewan, Ontario P0K 1M0

DATE: April 7, 2021

RESOLUTION #: 2021-064

Moved by:

Seconded by:

**WHEREAS** the MeeQuam Youth Residence in Cochrane is one of the facilities that will be closing effective April 30; and

**WHEREAS** children aged 12 to 17 from the northeastern communities will be impacted by this closure. These are children who have increased needs yet limited access to much needed set of services and support that assist them with their transition to productive and flourishing adulthood; and

**WHEREAS** with the closure of the MeeQuam Youth Residence, these vulnerable children will find themselves in a facility hundred and thousands of kilometers away from their community and their families; and

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Matachewan requests that the Province of Ontario reverse their decision to close the youth justice facility in Cochrane, known as MeeQuam Youth Residence, as these vulnerable children need to be as close as possible to their families and communities.

**BE IT FURTHER RESOLVED THAT** this Resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Todd Smith, Minister of Children, Community and Social Services; Honourable Sylvia Jones, Minister of Indigenous Affairs; and all municipalities within the Province of Ontario.

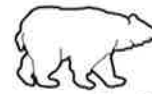
	COUNCILLOR	YEA	NAY	PID
CARRIED	✓ Ms. A. Commando-Dubé Mayor			
AMENDED	Mr. N. Costello Deputy Mayor			
DEFEATED	Mr. G. Dubé Councillor			
TABLED	Ms. S. Ruck Councillor			
	Mr. A. Durand Councillor			

Certified to be a true  
copy of the original.

Anne Commando-Dubé  
Mayor

Barbara Knauth  
Deputy Clerk Treasurer





“Via Email: [premier@ontario.ca](mailto:premier@ontario.ca)

May 19, 2021

The Honourable Doug Ford

Premier of Ontario

Legislative Building

Queen's Park

Toronto, ON

M7A 1A1

Dear Premier Ford:

**Re: Reopening of Greenwater Provincial Park**

This will serve to advise you that Council, at its regular meeting held Tuesday, May 11th, 2021 passed the following resolution pertaining to the above noted:

**“Resolution No.: 123-2021**

**Moved by: Councillor Daniel Bélisle    Seconded by: Councillor Robert Hutchinson**

**WHEREAS** the pandemic has caused people to stay indoors for an extended period of time; and

**WHEREAS** there is an extreme demand for camping and RVing from Ontarians wanting to go and enjoy our great outdoors; and

**WHEREAS** in 2013 approximately 10 Provincial Parks were closed by the Ministry of Natural Resources (MNR) in the North; and

**WHEREAS** Northerners have very little areas to be able to enjoy the outdoors, as the closest Provincial Park are Kettle Lakes and Rene Brunelle; and

**WHEREAS** these Provincial Parks will be fully booked with nowhere for Cochranites to go camping nearby;

1/2





**THE TOWN OF COCHRANE**

171 Fourth Avenue  
Cochrane, Ontario, Canada, P0L 1C0  
T: 705-272-4361 | F: 705-272-6068  
E: townhall@cochraneontario.com



**THEREFORE BE IT RESOLVED THAT** the Corporation of the Town of Cochrane call on Premier Ford and the Minister of Natural Resources to reopen the Greenwater Provincial Park;

**AND FURTHER THAT** the Council of the Corporation of the Town of Cochrane establish an Ad Hoc Committee to petition the Provincial Government;

**AND FURTHER THAT** a copy of this resolution be forwarded to the MP, Charlie Angus, MPP John Vanthof and the Federation of Northern Ontario Municipalities for their endorsement and support

**CARRIED"**

Your attention to this matter is greatly appreciated!

Yours truly,

**THE CORPORATION OF THE TOWN OF COCHRANE**

Alice Mercier

Clerk

/am

c.c.:

Charlie Angus, MP, Timmins – James Bay  
John Vanthof, MPP, Timiskaming - Cochrane  
Federation of Northern Ontario Municipalities







## **Township of McKellar**

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

May 17, 2021

The Honourable Justin Trudeau  
Prime Minister of Canada  
Email: pm@pm.gc.ca

**Re: Requesting Consideration of Tax Breaks on 2020 CERB payments**

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Please be advised that at its regular meeting held, May 11, 2021 the Council of the Township of McKellar passed the following resolution:

### **Resolution No. 21-195**

**Moved by: Marco Ancinelli**  
**Seconded by: Don Carmichael**

**WHEREAS** the Government of Canada has implemented the Canada Emergency Response Benefit (CERB) to financially assist those in dire need during the Covid-19 pandemic;

**AND WHEREAS** the CERB grant has helped many Canadians in dire need;

**AND WHEREAS** many of those that applied were single women, single parents, lower income citizens without employment and lacking in tax knowledge;

**AND WHEREAS** the Government of Canada did not initially inform CERB recipients that CERB was a taxable benefit;

**AND WHEREAS** when the CERB was merged with Employment Insurance Benefits (EI) in the fall of 2020, the Federal Government stated that they would have tax withheld similar to EI;

**AND WHEREAS** the Federal Government did not withhold tax on CERB for the second time as promised;

**AND WHEREAS** CERB recipients are surprised to learn that they are expected to pay income tax on CERB funds;



**AND WHEREAS** these recipients were never advised of this issue;

**AND WHEREAS** these recipients are now faced with an added burden of paying unexpected taxes on CERB, which they can ill afford;

**AND WHEREAS** the Federal Government has, in the past, found ways to assist businesses and corporations through difficult times by forgiving large loans and debts to the Government;

**AND WHEREAS** many businesses and corporations have the means to find ways to reduce their tax obligations;

**AND WHEREAS** those most in need do not have the means or understanding of how the tax system and are simply trying to survive and cope with the effects of Covid-19, feed their families and put a roof over their head;

**NOW THEREFORE**, since the Federal Government did not inform the recipients of the CERB grant that it is taxable;

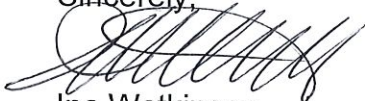
**AND FURTHER** when the CERB grant and EI were merged, the Federal Government did not, as they stated, withhold tax from CERB as they did on EI, and are now insisting CERB recipients repay as much as \$3,000.00 to \$4,000.00 in tax, which they can ill afford to pay;

**THEREFORE** we urge the Federal Government to address this serious issue and consider giving disadvantaged CERB recipients a tax break for 2020, or giving them a tax credit for 2021;

**AND FURTHER**, that this resolution be forwarded to the Prime Minister of Canada, the Federal Minister of Finance, Parry Sound-Muskoka MP Scott Atchison, and Ontario Municipalities.

**Carried.**

Sincerely,



Ina Watkinson  
Acting Deputy Clerk  
Township of McKellar

Encl.

cc: Chrystia Freeland, Minister of Finance  
Scott Aitchison, MP, Parry Sound-Muskoka  
Ontario Municipalities



**TOWNSHIP OF MCKELLAR**

DATE: May 11, 2021

RESOLUTION No. 21- 195

**Moved by:** Marco Ancinelli ☒  
Don Carmichael ☐  
Morley Haskim ☐  
Mike Kekkonen ☐

**Seconded by:** Marco Ancinelli ☐  
Don Carmichael ☒  
Morley Haskim ☐  
Mike Kekkonen ☐

WHEREAS the Government of Canada has implemented the Canada Emergency Response Benefit (CERB) to financially assist those in dire need during the Covid-19 pandemic; and

WHEREAS the CERB grant has helped many Canadians in dire need; and

WHEREAS many of those that applied were single women, single parents, lower income citizens without employment and lacking in tax knowledge; and

WHEREAS the Government of Canada did not initially inform CERB recipients that CERB was a taxable benefit; and

WHEREAS when the CERB was merged with Employment Insurance Benefits (EI) in the fall of 2020, the Federal Government stated that they would have tax withheld, similar to EI; and

WHEREAS the Federal Government did not withhold tax on CERB for the second time, as promised; and

WHEREAS CERB recipients are surprised to learn that they are expected to pay income tax for 2020 on CERB funds; and

WHEREAS these recipients were never advised of this issue; and

WHEREAS these recipients are now faced with an added burden of paying unexpected taxes on CERB, which they can ill afford; and

WHEREAS the Federal Government has, in the past, found ways to assist businesses and corporations through difficult times by forgiving large loans and debts to the Government; and

WHEREAS many businesses and corporations have the means to find ways to reduce their tax obligations; and

WHEREAS those most in need do not have the resources, means or understanding of the tax system and are simply trying to survive and cope with the effects of Covid-19, feed their families and put a roof over their head;



NOW THEREFORE, since the Federal Government did not inform the recipients of the CERB grant that it is taxable;

AND FURTHER, when the CERB grant and EI were merged, the Federal Government did not, as they stated, withhold tax from CERB as they did on EI, and are now insisting CERB recipients repay as much as \$3,000.00 to \$4,000 in tax, which they can ill afford to pay;

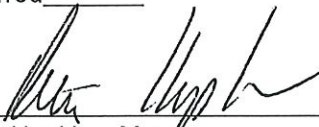
THEREFORE, we urge the Federal Government to address this serious issue and consider giving disadvantaged CERB recipients a tax break for 2020, or giving them a tax credit for 2021;

AND FURTHER, that this resolution be forwarded to the Prime Minister of Canada, the Federal Minister of Finance, Parry Sound Muskoka MP Scott Atchison, and Ontario Municipalities.

Carried ☒

Defeated ☐

Deferred ☐

  
\_\_\_\_\_  
Peter Hopkins, Mayor

#### DIVISION VOTE

	YEA	NAY
Councillor Marco Ancinelli	_____	_____
Councillor Don Carmichael	_____	_____
Councillor Morley Haskim	_____	_____
Councillor Mike Kekkonen	_____	_____
Mayor Peter Hopkins	_____	_____





Page 1 of 2  
**The Corporation of the  
Township of Terrace Bay**

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0

**Phone:** (807) 825-3315 **Fax:** (807) 825-9576

May 18, 2021

Ministry of Government and Consumer Services  
777 Bay St., 5<sup>th</sup> Floor  
Toronto, ON  
M5B 2H7

To Whom it May Concern:

At the Township of Terrace Bay Regular Council Meeting held on Monday May 17, 2021, the following resolution of support was passed.

**RE: Advocacy for Reform MFIPPA**

**Resolution: 122-2021**

**Moved by: Councillor St.Louis**

**Seconded by: Councillor Moore**

**WHEREAS** the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

**AND WHEREAS** municipalities, including the Township of Terrace Bay, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

**AND WHEREAS** government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

**AND WHEREAS** the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

**AND WHEREAS** regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

**AND WHEREAS** the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

**AND WHEREAS** the Act fails to recognize how multiple requests from an individual; shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;



**AND WHEREAS** the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

**AND WHEREAS** legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

**AND WHEREAS** there are limited resources to assist administrators or requestors to navigate the legislative process;

**AND WHEREAS** reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

**BE IT RESOLVED THAT** the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

Sincerely,



Jon Hall  
CAO/Clerk

CC: Ontario Municipalities





May 20, 2021

### In This Issue

- AMO Podcast: A conversation with Susan Gardner.
- Apply for an AMO Federal Gas Tax Award!
- PJ Marshall Awards - Submissions deadline is May 28, 2021.
- Province launches consultation on Land Use Compatibility Guidelines.
- Applications for Canada Healthy Communities Initiative now open!
- Second date added for *Human Rights and Equity*.
- Delegation request deadline fast approaching.
- Second training date added for *Leading Through Crisis*.
- Space still available for AMO's Land Use Planning workshops.
- What's new and what's changed at MindBeacon.
- Easily manage boards, member appointments, and vacancies.
- Making smart decisions for your road networks.
- Municipal Group Buying Program: A Fresh Start.
- Energy reporting deadline is fast approaching.
- IESO launches engagement on Gas Phase-out Impact Assessment.
- Careers: Hastings & Prince Edward DSB and Orillia.

### AMO Matters

On the latest episode of AMO ON Topic, Susan Gardner shares highlights of her 30-year career as Municipal World CEO, including her favourite podcast guests and how the sector has changed over time.

Has your community financed an innovative, exciting, or impactful infrastructure project with the federal Gas Tax Fund? [Apply for an AMO Federal Gas Tax Award](#) to celebrate your municipality's efforts!

The [PJ Marshall Awards](#) recognize municipal excellence and innovation in capital projects, operating efficiencies and new approaches to service delivery. If you have a project for submission, the deadline for [2021 submissions](#) is May 28, 2021.

### Provincial Matters

The Ministry of the Environment, Conservation and Parks has posted a proposed Land Use Compatibility Guideline for consultation ([ERO 019-2785](#)) until July 3; municipal webinars are also being organized (June 2: [registration](#); June 9: [registration](#); and June 16: [registration](#)).



**Federal Matters**

Applications for the Healthy Communities Initiative are now open to local governments and other organizations for projects, programming, and services that help communities. Apply by June 25, 5 pm PST.

**Eye on Events**

2020 was an historical moment for laying bare the necessity to honestly and transparently face the issues of human rights, diversity, equity and inclusion. AMO has developed training to help members better understand these important and complex issues along with their roles and obligations. AMO has added a second date for this in demand training. Space is limited.

Delegation meetings are a key feature of the AMO Conference. To request meetings as part of your AMO 2021 Conference experience, visit the Conference website and click on the “Delegations” tab before June 4. Don’t forget, you must be a registered delegate to participate.

AMO and the Loomex Group are offering training that provides tools for elected officials to build resilience and strength in providing leadership through and beyond COVID-19. *Leading Through Crisis: Strengthening Personal Resilience* training is now also being offered on June 17, 2021. This important training has limited capacity, register today.

Join this 3 hour workshop on May 27 or June 3 to learn the fundamentals of planning and your important role as an elected official in decision making. Register here.

MindBeacon, AMO’s digital mental health program partner, has made a number of enhancements to its Workplace Mental Health Program. Join us for a webinar on May 26 at noon where MindBeacon will share its new program to support a greater number of Canadians looking for mental health therapy.

Interested in streamlining the management of boards, appointments, and vacancies? Join eSCRIBE, AMO’s electronic meeting management and livestreaming partner, for a webinar on May 27 at 3 pm to learn how you can save time and effort managing your boards with the Board Manager solution.

**LAS**

Making the right decisions with your road budget starts with quality data. The LAS Road (and sidewalk) Assessment offers a 3D camera-based assessment and a GIS-based software designed to get the most out of every maintenance dollar. FCM funding is currently available to cover up to 90% of the project cost. Contact Tanner for more information.

Big changes are coming to the Municipal Group Buying Program. Stay tuned in the upcoming weeks for exciting news and a big reveal!



The Ministry of Energy, Northern Development and Mines is now accepting O. Reg. 507/18 annual energy reports. Reporting is for the energy used in 2019 and **due by July 1, 2021**. Ministry information webinars will be on May 26, and June 9 and 23. Email any questions to [BPSsupport@ontario.ca](mailto:BPSsupport@ontario.ca).

### **Municipal Wire\***

Phasing out gas generation is being discussed among municipalities. Register for the IESO's May 27 webinar as they seek input on the scope of an assessment around possible impacts to the electricity system.

### **Careers**

Director of Education - Hastings and Prince Edward District School Board. Situated in the heart of the beautiful Bay of Quinte region, the District School Board serves approximately 15,000 students each day at 40 schools. To be considered for this pivotal mandate with high visibility, accountability and impact, please send your covering letter, resume and professional references with contact information, no later than TUESDAY, MAY 25, 2021 AT 10:00 AM, in confidence to: [directorselection.committee@hpedsb.on.ca](mailto:directorselection.committee@hpedsb.on.ca).

Chief Financial Officer & Treasurer - City of Orillia. Orillia is located one hour north of the GTA and offers affordable living alongside major employers like Lakehead University, Georgian College and the Ontario Provincial Police headquarters. Position reports to General Manager of Corporate Services. Please apply through the City's on-line portal. Applications will be accepted until May 30, 2021 at 4:30 P.M.

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### **About AMO**

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](https://twitter.com/AMOPolicy) on Twitter!

### **AMO Contacts**

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.









May 27, 2021

### **In This Issue**

- Apply for an AMO Federal Gas Tax Award!
- Province launches consultation on Land Use Compatibility Guidelines.
- Housing Supply Challenge Round 2.
- Second date added for *Human Rights and Equity*.
- Delegation request deadline fast approaching.
- Second training date added for *Leading Through Crisis*.
- Space still available for AMO's Land Use Planning workshops.
- Joint Health and Safety Committee eLearning bundle training.
- Seven simple tips to win your excel battle.
- Safe sidewalks for healthy communities.
- Municipal Group Buying Program: A new face.
- Energy reporting deadline is approaching.
- Careers: Thunder Bay, Simcoe County and Parry Sound DSSAB.

### **AMO Matters**

Has your community financed an innovative, exciting, or impactful infrastructure project with the federal Gas Tax Fund? [Apply for an AMO Federal Gas Tax Award](#) to celebrate your municipality's efforts!

### **Provincial Matters**

The Ministry of the Environment, Conservation and Parks has posted a proposed Land Use Compatibility Guideline for consultation ([ERO 019-2785](#)) until July 3; municipal webinars are also being organized (June 2: [registration](#); June 9: [registration](#); and June 16: [registration](#)).

### **Federal Matters**

Local governments, and other eligible organizations may apply to [Round 2 of the Housing Supply Challenge](#) for up to \$75,000 to prototype their solutions. Applicant support consultations are now open.

### **Eye on Events**

2020 was an historical moment for laying bare the necessity to honestly and transparently face the issues of human rights, diversity, equity and inclusion. AMO has developed training to help members better understand these important and complex issues along with their roles and obligations. [AMO has added a second date](#) for this in demand training. Space is limited.



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Join this 3 hour workshop on May 27 or June 3 to learn the fundamentals of planning and your important role as an elected official in decision making. [Register here](#).

4S Consulting Services, AMO’s occupational health and safety service partner, is offering [JHSC online training](#) at member [preferred pricing](#). Use the code **AMO2021** at checkout.

### **LAS**

Do you cringe at the thought of having to use Excel? Aliya, our Energy Billing & Settlement Clerk, has written the [latest blog on simple ways to use Excel](#) so you can keep your sanity.

Safe sidewalks are an important part of any active community. A [sidewalk assessment through LAS](#) provides a detailed analysis of your sidewalk network, including trip hazards and accessibility compliance. Know the condition of your pedestrian infrastructure to get the most out of your maintenance budgets. [Contact Tanner](#) for a free quote.

Mark your calendars! Stay tuned for our **big reveal on June 1**. Exciting changes are coming to the face of our [Municipal Group Buying Program](#).

The Ministry of Energy, Northern Development and Mines is now accepting [O. Reg. 507/18](#) annual energy reports. Reporting is for the energy used in 2019 and due by July 1, 2021. Ministry information [webinars](#) will be on June 9 and 23. For any questions, email [BPSsupport@ontario.ca](mailto:BPSsupport@ontario.ca).

### **Careers**

[Property Agent - City of Thunder Bay](#). Division: Realty Services. Competition No.: DEV-36-21. Job Type: Full-Time. [Application forms](#) must reference the competition number and be submitted to Human Resources by 11:59 p.m. on the closing date of June 1, 2021.

[Community Paramedicine Program Manager - County of Simcoe](#). Reference Code:



1273. Closing Date: June 4, 2021. Employment Status: Temporary, Full Time. Location: Midhurst. Reports to: Deputy Chief Operations. To view the job description and submit your application online, please see Simcoe County [Career Opportunities](#).

Director, Finance & Asset Management - District of Parry Sound Social Services Administration Board. Located on Hwy 400, approximately 2 hours north of Toronto, Parry Sound is located on the shores of Georgian Bay in the UNESCO designated Georgian Bay Biosphere Reserve. Please submit cover letter & resume referencing Job ID #21N-01, by 4:30 pm on June 9, 2021 to: Attn: Danielle Villeneuve, Manager of Human Resources, 1 Beechwood Drive, 2nd Floor, Parry Sound, ON P2A 1J2. Fax: 705.751.5370; Email: [jobs@psdssab.org](mailto:jobs@psdssab.org).

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**MEETING DATE:** June 1, 2021

**TO:** Mayor and Members of Council  
**FROM:** Kathryn Langendyk, Treasurer  
**REPORT NO.:** FIN-09-2021  
**SUBJECT:** COVID-19 Financial Impacts 2020

---

**RECOMMENDATION:**

THAT Report No. FIN-09-2021 be received for information.

**PURPOSE:**

The purpose of this report is to provide Council with information on financial impacts realized in 2020 in relation to the COVID-19 pandemic.

**BACKGROUND:**

On March 17, 2020 the Province of Ontario, the County of Middlesex and the Township of Lucan Biddulph declared a state of emergency due to the COVID-19 pandemic. As a result, many businesses were closed and both residents and businesses were financially impacted.

In spring 2020, Council approved temporary financial relief measures.

In the summer of 2020, the Province announced funding to municipalities to address financial operating pressures related to COVID-19.  
Lucan-Biddulph received \$123,600 in Phase 1 of this funding in 2020.

COVID-19 financial impacts were reported to Council throughout the year.

**DISCUSSION:**

Overall impacts for 2020 have been determined. Closures and restrictions have resulted in loss of revenues and added expenses. Pandemic restrictions continue into 2021 and the financial impacts will continue to be monitored.

Utilization of Phase 1 Safe Restart Funding towards 2020 COVID-19 operating costs, are summarized below. Any unused funds are to be placed in reserve for use against future operating pressures realized from the COVID-19 pandemic.



<b>Lost Revenue:</b>	
Parks & Recreation Rental Cancellations	\$ 20,302.96
Financial Relief Measures	\$ 28,448.00
<b>Total Lost Revenue</b>	<b>\$ 48,750.96</b>
<b>Added Expenses:</b>	
PPE & Cleaning Supplies	\$ 20,141.82
Communications & Signs	\$ 6,409.52
Product Disposal (Canteen & Bar)	\$ 5,579.10
Social Aid	\$ 3,000.00
Information Technology	\$ 1,925.30
Additional AED at Arena due to required separation of spaces	\$ 1,643.91
Other COVID related expenses	\$ 756.10
<b>Total Added Expenses</b>	<b>\$ 39,455.75</b>
<b>Total COVID Related Operating Pressures in 2020</b>	<b>\$ 88,206.71</b>
<b>Safe Restart Funding Received in 2020</b>	<b>\$ 123,600.00</b>
<b>Difference – to be held in COVID-19 Reserve</b>	<b>\$ 35,393.29</b>

The Township may have experienced additional losses or savings not listed above. It is difficult to measure some impacts and, in some cases, difficult to determine a direct cause and effect relationship to the pandemic.

#### **IMPACT TO BUDGET:**

The Safe Restart Funding received in 2020 covered the impacts as discussed in the report.

#### **STRATEGIC PLAN:**

This report does not align with any specific action item in the strategic plan. However, it does align with the stated core values of accountability, transparency, and integrity.

#### **ATTACHMENTS:**

None.

Respectfully submitted by:

*Kathryn Langendyk*

Kathryn Langendyk, CPA, CMA  
Treasurer



# Township of Lucan Biddulph

## BY-LAW NO. 41-2021

---

**Being a by-law to provide for drainage works in the  
Township of Lucan Biddulph in the County of Middlesex.  
Blake Drain Addendum 2021**

**WHEREAS** the requisite number of owners have petitioned the Council of the Township of Lucan Biddulph in the County of Middlesex in accordance with the provisions of the Drainage Act, requesting that the following lands and roads may be drained by a drainage works serving the following lots and concessions:

Parts of Lots 30 to 33, Concessions 7 to 8 in the Township of Lucan Biddulph.

**AND WHEREAS** the Council of the Township of Lucan Biddulph in the County of Middlesex has procured an Addendum Report made by Spriet Associates and the report is attached hereto and forms part of this By-law;

**AND WHEREAS** the estimated total cost of constructing the drainage works is \$124,700.00;

**AND WHEREAS** \$124,700.00 is being assessed in the Township of Lucan Biddulph, in the County of Middlesex;

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable;

**THEREFORE** the Council of the Township of Lucan Biddulph pursuant to the Drainage Act, 1990 enacts as follows:

1. The Addendum report dated May 14, 2021 and attached hereto as Schedule "A" is hereby adopted and the 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 Lucan Biddulph may borrow on the credit of the Corporation the amount of \$124,700.00 being the amount necessary for construction of the drainage works less the amount of:
  - (a) grants received under Section 85 of the Act;
  - (b) commuted payments made in respect of lands and roads assessed within the municipality;
  - (c) monies paid under subsection 61(3) of the Act; and
3. (a) That all owners of lots that are assessed be billed for the total cost assessed against their property and/or properties following completion of the works less any appropriate grants and/or damages providing a period of 30 days in which to remit payment.
  - (b) Any owner of a lot assessed not paying the amount billed on or before the due date shall have a special rate including interest, calculated at a rate of 1.25% per month on the 1st day of default and the 1st of each month thereafter until paid,



levied upon the lands as set forth in the Schedule to be collected in a like manner as other taxes.

4. This By-law comes into force on the passing thereof and may be cited as the Blake Drain Addendum 2021 By-law.

**Read a First, and Second time and provisionally adopted this 1st day of June 2021.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**Read a Third time and Passed this       day of       , 2021.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



# Township of Lucan Biddulph

## By-law No. 42-2021

---

**A by-law authorizing the execution of an Agreement between the Corporation of the Township of Lucan Biddulph and Operations Management International Canada, Inc.**

**WHEREAS** the Township owns the Water Distribution System and Wastewater Collection System described in the attached Agreement.

**AND WHEREAS** the Township desires to employ OMI (Operations Management International Canada, Inc.) to perform certain operation and maintenance services as further described in the attached Agreement.

**NOW THEREFORE BE IT ENACTED** as a By-law of the Township of Lucan Biddulph:

1. That the attached agreement between the Township of Lucan Biddulph and OMI be approved.
2. That the Mayor and Clerk are hereby authorized and directed to execute the said agreement, a copy of which is attached hereto and any other documents deemed necessary to carry out the intent of both parties.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED on this 1<sup>st</sup> day of June, 2021.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



AGREEMENT  
for  
OPERATIONS, MAINTENANCE and  
MANAGEMENT SERVICES for the  
Township of Lucan Biddulph

---



## AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, (“Effective Date”) by and between the Township of Lucan Biddulph, whose address for any formal notice is 270 Main Street, Box 190, Lucan ON NOM 210, Canada (hereinafter “Township”) and Operations Management International Canada, Inc., whose address for any formal notice is 9191 S. Jamaica Street, Englewood, CO 80112, (hereinafter “OMI”). Collectively referred to as the “Parties”.

### STATEMENT OF PURPOSE

**WHEREAS**, the Township owns the Water Distribution System and Wastewater Collection System described in **Appendix B**; and

**WHEREAS**, the Township desires to employ OMI to perform certain operation and maintenance services as further described in **Appendix A** under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Township and OMI agree as follows:

#### 1. DEFINITIONS

- 1.1 “Base Fee” means the compensation paid by the Township to OMI for the base services defined in **Appendix A** of this contract for any year of the contract. The Base Fee is specified in **Appendix C** and will be renegotiated annually. The Base Fee shall include the Township’s expenses for operating the project as set forth in **Appendix C**. This compensation does not include payments for requests by the Township that are incidental to or outside the Scope of Services as defined herein.
- 1.2 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than One Thousand Dollars (\$1,000.00); or (2) Major Repairs; or (3) expenditures that are planned, non-routine, and budgeted by the Township. Capital Expenditures shall not be considered Repairs, and the Township is responsible for payment thereof, unless otherwise agreed to by the Parties.
- 1.3 “Change in the Scope” means events or services not beyond the services provided by OMI as further set forth in **Appendix A**.
- 1.4 “Commencement Date” shall mean the date services shall begin for the Township under this contract as defined in Section 2.1.
- 1.5 “Initial Term” means the first term of the Agreement as defined in Section 2.1.
- 1.6 “Major Repairs” mean those Repairs that significantly extend equipment or facility service life and cost more than One Thousand Dollars (\$1,000.00).
- 1.7 “Permit” means the permits issued to the Township for the operation of its facilities and services. This includes the MOECC permits required for the operation of the



- potable water system. Copies of these Permits are attached to this contract as **Appendix D**.
- 1.8 “Preventive Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or OMI to maximize the service life of the equipment, sewer, vehicles, and facility.
- 1.9 “Project” means all equipment, vehicles, grounds, and facilities described in **0**.
- 1.10 “Renewal Term” means any additional term of the Services Contract beyond the Initial Term of the Services Contract as defined in Section 2.1.
- 1.11 “Repairs” means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- 1.12 “Repair Limit” means the total Repair expenditures for the Project included as part of the Base Fee. Township shall be billed for its Repair Limit as specified in **Appendix C**. Labor costs for Repairs performed by OMI staff assigned to the Project shall not be applied to the Repairs Limit. However, OMI’s specialized maintenance personnel not assigned to the Project, who provide such specialized services, such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation Repairs shall be charged to the Repair Limit. **Appendix C** shall list the annual Repair Limit applicable to the Services Contract. The Repair Limit is subject to annual adjustment as agreed upon by Township and OMI.
- 1.13 “Services Contract” means this agreement including but not limited to all Appendices annexed hereto.
- 1.14 “Unforeseen Circumstances” means any event or condition which has an effect on the rights or obligations of the Parties under the Services Contract, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by the Services Contract, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, provincial, federal or other governmental body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of OMI; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

## 2. **TERM**



- 2.1 The Initial Term of the Services Contract shall commence on March 1, 2021 (the “Commencement Date”) and conclude on December 31, 2027. Thereafter, the Services Contract may be renewed for successive terms of five (5) years each (“Renewal Term”) if mutually agreed upon by the parties. OMI will notify Township of end of Term one hundred twenty (120) calendar days prior to expiration. Upon commencement of the Initial Term of this Services Contract, the Services Contract currently in place between the Township and OMI’s affiliate, CH2M HILL Canada Ltd. shall automatically terminate.
- 2.2 In the event that either party is in default of any term, covenant or provision of the Services Contract, the other party may give the defaulting party written notice of the default and such notice shall include (i) a reasonable time to remedy the default (which shall not be less than thirty (30) days); and (ii) specific particulars of what actions are required to remedy the default, acting reasonably. If the defaulting party does not remedy the default within the time period noted in the notice of default or is not diligently undertaking all reasonable actions necessary to remedy the default, the non-defaulting party shall have the right to terminate the Services Contract by providing written notice of termination to the defaulting party.
- 2.3 Upon notice of termination by either Township or OMI, OMI shall assist Township in assuming operation of the Project. If additional costs are incurred by OMI at the request of the Township and the Services Contract has been terminated due to default of the Township, the Township shall pay OMI such additional costs within fifteen (15) calendar days of the invoice receipt. Neither party shall be eligible for costs related to transition if the contract expires at the end of the term or the renewal term. If additional costs are incurred by the Township and the Services Contract has been terminated due to a default by OMI, such additional costs incurred by the Township shall be paid by OMI and such costs shall be remitted to the Township within fifteen (15) calendar days of receipt of the invoice including such costs.
- 2.4 Upon termination of the Services Contract or expiration of the Services Contract at the end of the Term or Renewal Term, OMI will return the Project to Township in the same condition as it was upon the Commencement Date of the Services Contract, ordinary wear and tear excepted. Equipment and other personal property purchased by OMI for use in the routine operation or maintenance practices of the Project and billed to the Project shall become the property of the Township upon termination of the Services Contract, provided that Township has reimbursed OMI for such equipment and other personal property. However, any equipment or personal property that is purchased by OMI and not billed to the Township shall be the property of OMI and shall be removed from the Project by OMI at the termination of the Services Contract.

### **3. SERVICES AND STANDARD OF PERFORMANCE**

- 3.1 OMI shall perform the services set forth in **Appendix A** for the facilities described in **0**, within the design capacity and capability of these facilities.
- 3.2 OMI shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.



#### **4. TOWNSHIP RESPONSIBILITIES**

- 4.1 The Township shall pay for all Capital Expenditures, as defined in Section 1.2, and any Capital Expenditure shall not be applied against the Repair Limit unless otherwise agreed to by the Parties. Any loss, damage or injury resulting from Township's failure to provide Capital Expenditures and/or funds when reasonably requested by OMI shall be the sole responsibility of Township.
- 4.2 Maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Township, to the extent the maintenance thereof is not a responsibility of OMI herein. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by Township shall remain the exclusive property of Township unless specifically provided for otherwise by the Parties.
- 4.3 Pay all taxes associated with the occupancy or operation of the Project and the performance of the obligations as listed in **Appendix A** including but not limited to all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, other than taxes imposed upon OMI's net income and/or payroll taxes for OMI employees.
- 4.4 The Township shall provide OMI within a reasonable time after request, any piece of Township's heavy equipment, including an Operator, who is available so that OMI may discharge its obligations under the Services Contract in the most cost-effective manner. In emergency situations Township will use its best efforts to provide such equipment within one (1) hour of the request.
- 4.5 When applicable, the Township shall provide all registrations, licenses and insurance for Township's vehicles and heavy equipment used in connection with the Project.
- 4.6 Township shall provide to OMI all data in Township's possession relating to the Project, including but not limited to operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Project. OMI shall be entitled to reasonably rely upon the accuracy and completeness of the information provided by the Township.

#### **5. COMPENSATION AND PAYMENT**

Compensation for the services is described in **Appendix C**.

#### **6. INDEMNITY AND LIABILITY**

- 6.1 OMI hereby agrees to indemnify, defend and hold Township harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from OMI's negligent operations under this Services Contract or any breach of the Services Contract, to the proportionate extent such negligence or breach of the Services Contract contributed to the damages, injury, or loss, whether such negligent operation be by OMI or by a subcontractor of OMI.



- 6.2 Township, to the fullest extent allowable by law, agrees to indemnify and hold OMI harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from the Township's negligent operations or breach of the Services Contract, to the proportionate extent such negligence or breach of the Services Contract contributed to the damages, injury or loss.
- 6.3 In no event shall OMI or the Township, their contractors or their officers or employees be liable for each other's incidental, special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- 6.4 OMI and Township recognize that existing conditions within the distribution and collection systems varies and that failures may occur in the systems over time. OMI agrees to exercise due diligence to assist the Township to maintain free-flowing conditions within these systems but may not be able to prevent blockages or backups, particularly in sections of the system that have not yet been recently cleaned. The Township acknowledges its sole responsibility for any claims for injury, property damage or economic loss arising from failures in the sanitary collection systems that are not caused by OMI's negligent performance of their work under or OMI's breach of this Service Contract.
- 6.5 The parties acknowledge that it is possible that hazardous substances such as asbestos elbows, transite pipe and other hazardous materials and substances may be identified as being present in the work areas under OMI control as part of this contract. In the event that OMI encounters hazardous substances during the normal execution of the work, OMI shall provide the Township with notice of the presence of the hazardous substances and will work in collaboration with the Township on the development of a Mitigation or Management Plan (the "Plan") for substance in question. Provided the Plan has been developed and approved by the Township in advance and OMI complies with the Plan, the Township agrees to hold harmless, indemnify, and defend OMI from and against any and all claims, losses, damages, liability, and arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of OMI, its employees or its subcontractors. No part of this clause shall be interpreted as implying that OMI is responsible for the cost of managing or mitigating the hazardous substances as part of this Services Contract.
- 6.6 OMI's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of OMI's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations. It is not part of OMI's scope to comply with new regulations that contain permit limits or Maximum Contaminant Levels that are beyond the capability of the Township's facilities
- 7. HAZARDOUS SUBSTANCES**
- 7.1 If asbestos or hazardous substances in any form are encountered or suspected on the site, OMI will stop its own work in the affected portions of the site to permit testing and evaluation.



- 7.2 If asbestos is suspected on the site, the Township shall, in a timely manner, have a qualified contractor perform remediation services. OMI will have no obligation to resume its performance of the services until it receives adequate proof that the affected area has been treated.
- 7.3 If hazardous substances other than asbestos are suspected on the site where the services are to be performed, the Parties may agree for OMI to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. These services shall be performed under a separate agreement to be negotiated by the Parties and for an additional fee.
- 7.4 OMI shall not be liable for any delays in performing the services which are caused by or related to the presence of asbestos or another hazardous substance.
- 7.5 OMI assumes no risk and/or liability for any hazardous waste or conditions present at the site prior to the commencement of the Services Contract or for any hazardous waste or conditions attributable to any party other than OMI.
- 7.6 In the event that Township requests OMI, in the performance of the services set forth herein, to execute Hazardous Waste Manifests on its behalf, Township shall be required to execute a Letter of Authorization, the form of which shall be agreed upon by both Parties, delegating such authority to OMI prior to OMI undertaking this duty.
- 7.7 OMI shall be liable for fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from OMI's breach, negligence or willful misconduct during the term of the Services Contract. Owner will assist OMI to contest any such fines in administrative proceedings and/or in court prior to any payment by OMI. OMI shall pay the costs of contesting any such fines.
- 7.8 OMI shall not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of the Services Contract; (ii) where the assessment of the fine or penalty against OMI has been directly caused by a pre-existing violation that could not be promptly remedied by OMI within the normal scope of this Services Contract; (iii) that result from inadequate infrastructure or investment in the technology necessary to comply with permit requirements and/or changes in applicable regulations or (iv) which are otherwise directly related to the ownership of the Project.

## **8. INSURANCE**

- 8.1 OMI shall provide the following insurance policies throughout the term of the Agreement, and shall provide to Township an ACORD-form Certificate of Insurance (COI) demonstrating compliance with this provision:
- 8.1.1 Worker's Compensation providing statutory coverage and Employer's Liability Insurance providing limits of One Million Dollars (\$1,000,000) each



accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease-policy Limit.

- 8.1.2 Business Automobile Policy providing Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of OMI owned or leased motor vehicles, including onsite and offsite operations. Limits may be satisfied through the use of primary and excess/umbrella policies.
- 8.1.3 Contractor's Pollution Liability (CPL) providing One Million Dollars (\$1,000,000) per claim and in the aggregate. CPL coverage will provide for liability due to pollution conditions caused by or exacerbated by OMI, and will include coverage related to the remediation of pollutants and for third-party claims alleging bodily injury and/or damage to third-party property due to pollutants.
- 8.1.4 Commercial General Liability Insurance providing limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of OMI or any of its employees or subcontractors for whom OMI is legally liable. Limits may be satisfied through the use of primary and excess/umbrella policies
- 8.2 OMI shall cause Township and Township's directors, officers, employees, and representatives to be added as additional insured in OMI's commercial general liability, automobile liability, excess/umbrella, and contractor's pollution liability policies.
- 8.3 OMI's commercial general liability, automobile liability, employer's liability, excess/umbrella, and contractor's pollution liability policies shall be primary and non-contributory to any other coverage available to Township.
- 8.4 OMI's policy shall provide at least thirty (30) days written notice to Township prior to any cancellation, non-renewal or material change in coverage contemplated herein (except ten (10) days' notice for non-payment of premium).
- 8.5 Township will maintain the following insurance policies throughout the term of the Agreement, and shall provide OMI with a COI to demonstrate compliance with this provision:
  - 8.5.1 "All Risk" Property Insurance covering all property on a replacement cost basis and including Township-supplied vehicles and equipment for the full fair market value of such property.
  - 8.5.2 Liability Insurance for all motor vehicles and equipment provided by Township and operated by OMI under the Services Contract.
- 8.6 Certificates of Insurance ("COI").
  - 8.6.1 The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to



demonstrate conformance with this Section 8 and its subsections. Certificates of insurance shall reference the project name as identified on the first page of this contract.

- 8.6.2 In the event the COI provided indicates that any required insurance shall expire during the period of the Services Contract, then in that event, the party shall furnish, on or before the expiration of such insurance, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension hereunder has been procured and in effect.
- 8.6.3 In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within fifteen (15) days of the policy's(ies') renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.

## **9. LABOR DISPUTES**

In the event activities by Township's employee groups or unions causes disruption in OMI's ability to perform its obligations under the Services Contract, Township, with OMI's assistance, or OMI at its own option, may seek appropriate injunctive court orders during any such disruption, OMI shall operate the facilities on a best efforts basis until any such disruptions cease, but OMI shall not have an obligation to assure compliance with all contract conditions.

## **10. UNFORESEEN CIRCUMSTANCE**

- 10.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under the Services Contract if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) business days after its occurrence and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.
- 10.2 In the case of Unforeseen Circumstances, Section 11.1 shall apply, and parties shall bear their own costs arising from the Unforeseen Circumstances.
- 10.3 Nothing in this Section 11 shall be construed to cause OMI to be responsible for the reparation of any damages, reparations or additional maintenance that may be required on the system due to Unforeseen Circumstances.

## **11. ACCESS TO FACILITIES AND PROPERTIES**

- 11.1 The Township will make its facilities accessible to OMI as required for OMI's performance of its services and will secure access to any other Township property necessary for performance of OMI's services.
- 11.2 OMI shall provide 24-hour per day access to Project for Township's personnel. Visits may be made at any time by any of Township's employees so designated by



Township's Representative. Keys for the Project shall be provided to Township by OMI. All visitors to the Project shall comply with OMI's operating and safety procedures.

## **12. CHANGES**

12.1 Township and OMI may, from time to time, make changes to the Services Contract or to any of the services performed under the Services Contract. All changes must be mutually agreed upon and in writing in the form of a change order, modification or amendment to the Agreement executed by both parties.

12.2 Township and OMI may agree to out of scope services performed under the terms of the Services Contract. Any out of scope services shall be negotiated and mutually agreed in writing.

12.3 In the event of a change in scope of services ("Change in Scope"), OMI shall be entitled to additional compensation if such Change in Scope results in additional costs to OMI for providing such services. The occurrence of one of the events set forth below shall constitute a Change in Scope:

12.3.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of an Unforeseen Circumstance. Compensation for such changes will be mutually negotiated and agreed upon by the Parties.

12.3.2 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of the issuance of a new permit or a permit renewal.

12.3.3 Increases or decreases in rates or other related charges (including taxes) imposed upon OMI by a taxing authority – excluding taxes based on OMI's net income. In such event, the Base Fee shall be increased (or decreased) by an amount equal to OMI's additional (reduced) cost associated with the change in rates or other related charges described above.

12.3.4 Support services to be provided by OMI for Township's capital projects. Compensation for such Changes in Scope shall be mutually negotiated and agreed upon by the Parties.

12.3.5 Increases in excess of ten percent (10%) of the characteristics of the system set forth in Appendix B, Section B.1.

## **13. WARRANTIES**

13.1 OMI warrants that all materials and equipment furnished under the Services Contract will be to the best of its knowledge, of good quality and free from defective workmanship and materials.



13.2 OMI will pass through to Township the warranty extended by the manufacturer for all products, equipment, systems or materials.

13.3 **All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.**

#### **14. NO THIRD-PARTY BENEFICIARIES**

The Services Contract gives no rights or benefits to anyone other than the Township and OMI and has no third-party beneficiaries.

#### **15. OMI INDEPENDENT CONTRACTOR**

16.1 OMI shall perform all terms, covenants and provisions of the Services Contract as an independent contractor. All personnel performing the services hereunder shall be employees of OMI and OMI shall be responsible for all matters relating to their employees.

#### **16. JURISDICTION**

17.1 The Services Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **17. SEVERABILITY AND SURVIVAL**

If any of the provisions contained in the Services Contract are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

#### **18. AUTHORITY**

Both parties represent and warrant to the other party that the execution delivery and performance of the Services Contract has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

#### **19. NOTICE**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified mail, with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this contract. Notice shall be deemed given upon receipt by any method of delivery authorized above.

Formal address for notification for Township:

The Corporation of the Township of Lucan Biddulph  
270 Main Street, Box 190  
Lucan ON NOM 210, Canada



Formal address for OMI:

Operations Management International Canada, Inc.  
245 Consumers Road  
North York, Ontario M5J 1R4

**20. NO WAIVER**

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under the Services Contract shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

**21. SURVIVAL OF PROVISIONS**

Any terms or conditions of the Services Contract that require acts beyond the date of its termination shall survive the termination of the Services Contract, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

**22. ASSIGNMENT**

The Services Contract shall not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld. Any unauthorized assignment is void and unenforceable. This covenant and the entire agreement are binding upon and enures to the benefit of the parties and their respective permitted successors and assigns.

**23. NO CONFLICT OF INTEREST FOR FUTURE WORK**

The services performed by OMI under the Services Contract do not preclude OMI from proposing on or for providing services to Township in the future. Information and knowledge gained by OMI in providing the Services under the Services Contract shall not constitute a conflict of interest in proposing on or providing any additional services for Township.

**24. DISPUTE RESOLUTION**

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

**25. CAPTIONS AND HEADINGS**

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of the Services Contract.

**26. ENTIRE AGREEMENT**

This contract, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of the Services Contract. Any prior correspondence, memoranda, or agreements, whether or not such correspondence,



memoranda or agreements are in conflict with the Services Contract, are intended to be replaced in total by Services Contract and its Appendices. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

The following Appendices are hereby made a part of the Services Contract:

**Appendix A Scope of Services**

**Appendix B Location of Project**

**Appendix C Compensation and Payment**

**Appendix D Permits**

**Appendix E OMI's Proposal dated November 4, 2016**


**Appendix F Request for Quotation**



IN WITNESSETH WHEREOF, the Parties execute below:

**OPERATIONS MANAGEMENT  
INTERNATIONAL CANADA, INC.**

**THE CORPORATION OF THE  
TOWNSHIP OF LUCAN BIDDULPH**

  
\_\_\_\_\_  
Name: Kevin Dahl  
Title: Manager of Projects  
Date: April 22, 2021  
I have authority to bind the Corporation.

\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Clerk  
We have authority to bind the Corporation.



**APPENDIX A - SCOPE OF SERVICE**

OMI shall perform the following services for the benefit of the Township:

**A.1 GENERAL****A.1.1 Staff**

- A.1.1.01 Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in the Services Contract, and where appropriate, the certification requirements mandated by applicable legislation in which the Project is located.
- A.1.1.02 Operate, maintain and/or monitor the Project such that the Project is staffed at least Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m. OMI shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within ninety (90) minutes of its occurrence. OMI shall designate a minimum of one (1) staff member as standby to respond to such calls.
- A.1.1.03 Place at each permanently staffed Project facility, a copy of OMI's corporate safety program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of the Services Contract. The cost of any capital improvement required at the Project to bring the facilities within OHSA compliance will be paid by the Township.
- A.1.1.04 Provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, regulatory compliance, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, OMI shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.
- A.1.1.05 Comply with all Provincial and Federal requirements regarding affirmative action and provisions for minority hiring.

**A.1.2 Alterations, Repairs and Maintenance**

- A.1.2.01 Alter as needed, the process and/or facilities to achieve the objectives of the Services Contract; provided, however, that no alteration shall be without Township's written approval if alteration shall cost in excess of One Thousand Dollars (\$1,000.00). Alterations under this section shall be considered a Repair under the Services Contract.
- A.1.2.02 Perform Preventative Maintenance and Repairs for the Project, subject to the Repairs Limit.



- A.1.2.03 Administrative and other occupied spaces shall be kept clean, dry, and habitable. Other spaces and floors shall be free of sewage, screenings, sludge and debris.
  - A.1.2.04 Equipment, tools, and material will be properly stored.
  - A.1.2.05 In any emergency affecting the safety of persons or property, or regulatory compliance, OMI shall act without written amendment or change order, at OMI's discretion, to prevent threatened damage, injury or loss; provided however, that OMI shall obtain prior Township approval for any emergency expenditure in excess of Five Thousand Dollars (\$5,000.00). OMI will notify Township as soon as reasonably possible and shall be compensated by Township for any such emergency work notwithstanding the lack of written amendment or change order. Such compensation shall include OMI's direct costs for the emergency work plus five percent (5%).
  - A.1.2.06 Utilize Township provided security devices during OMI's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, OMI shall make sure that all Project gates and structures are locked and that any security alarms are activated.
  - A.1.2.07 Assist Township in responding to emergencies in the collection or distribution system such as blockages or watermain breaks.
- A.1.3 Our staff will provide up to 500 service locates annually and respond within five business days of written request by Owner, using Owner-provided as-built information and maps that will show the locations of all water transmission and distribution lines associated with Owner's water distribution system. OMI is entitled to rely on the accuracy of information provided by Owner and shall not be responsible for any repairs to private property or public utilities resulting from errors in marking due to insufficient or erroneous information supplied by Owner. The cost of this service is included in the Base Fee listed in C.1.1 and is assumed to be completed by our fulltime staff assigned to the project. Any locates in excess of 500 will be billed at \$55.00 per locate. Locate services will be conducted during normal weekday working hours unless otherwise arranged in advance between the customer and OMI staff. Emergency locates will be undertaken within two hours of receiving the request.



## **A.2 SANITARY SEWER COLLECTION SYSTEM**

- A.2.1 Within the design capacity and capability of the Project, manage, operate, and maintain the sanitary sewer collection system so that free flowing conditions are maintained, and overflows are minimized.
- A.2.2 Set up a program for routinely flushing the wastewater collection system mains. The procedures and the schedule for this program will be documented and delivered in accordance with currently recognized industry best practices. Costs for undertaking the flushing program will be at the Township's cost.
- A.2.3 In the event cleaning or inspection discloses a requirement to excavate, at the Township's option, Township will assume responsibility for the excavation, trenching, back-filling, and surface restoration associated with the repair or replacement of pipe, laterals, and manholes or Township may direct OMI to obtain the services of a subcontractor to perform these services. In such event, OMI will invoice Township for such services as a Repair.
- A.2.4 The following services are specifically excluded from OMI's scope: televising lines; dye and smoke testing, adjusting and leveling manholes, control of vectors, chemical root treatment, and repairs to lines, manholes, and other appurtenances.

## **A.3 WATER DISTRIBUTION SYSTEM**

- A.3.1 Operate, maintain and repair the Owner's water distribution system, as described herein, in accordance with generally accepted industry standards, environmental regulations, and the Owner's construction standards in such a manner as to efficiently deliver potable water to the Owner's customers.
- A.3.2 Implement a water distribution system maintenance program that will include regular flushing of dead-end system main lines, system pressure regulator valve testing and system zone pressure balancing in accordance with the Owner's operation and maintenance manual.

## **A.4 METER READING**

- A.4.1 Read water meters quarterly.
- A.4.2 Water Meter Repairs/ Replacement. Up to 30 water meter repairs/ replacement annually and respond within five business days of written request by Owner. The cost of this service is included in the Base Fee listed in C.1.1 and is assumed to be completed by our fulltime staff assigned to the project. Any repairs/ replacements in excess of 30 will be billed at \$75.00 per repair/replacement. Repairs/replacement will be conducted during normal weekday working hours unless otherwise



**A.5 FIRE HYDRANT**

- A.5.1 Perform minimum maintenance that includes a visual inspection of the hydrant, a check for leaks, lubrication of the outlet threads, and cap threads and valve stem. Provide records of this maintenance to Owner and to the Owner's fire department annually.
- A.5.2 Fire hydrants that require winterizing will be specifically noted in our annual plan and in our inspection and operations log. The barrels for these hydrants will be pumped each year before freezing weather sets in.
- A.5.3 Our staff will set up an exercise and operations program for fire hydrants and water distribution system main line valves. The procedures and the schedule for this program will be documented and delivered in accordance with currently recognized industry best practices. The program will include a logbook and/or a spreadsheet that retains a record for each hydrant and the main line valves on each street or section of the system.
- A.5.4 Flush mains annually. Flush dead-end mains as needed, but no more than every three (3) months. If OMI cannot flush a dead-end main as described herein, OMI shall report such locations to the Owner for possible installation of a blow-off or hydrant that would provide flush point access.



**APPENDIX B - LOCATION OF PROJECT**

**B.1** OMI agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

Water Distribution System and Wastewater Collection System

B.1.1 All equipment, grounds, and facilities now existing within the current service boundaries of the Township’s Water Distribution System and Sanitary Collection System and identified in Township’s System maps, inventory list, or other documents. The Water Distribution System and Sanitary Collection System includes all watermains, valves, hydrants, force mains, gravity sewers, manholes, and clean outs in the quantities described as follows:

Watermains	65.97 km
Fire Hydrants	105
Water Distribution Valves	152
Sanitary mains	25.37 km
Sanitary Manholes	248



## APPENDIX C - COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

### C.1 COMPENSATION

C.1.1 Township shall pay to OMI as compensation for services performed under the Services Contract a Base Fee of One Hundred Thirty-One Thousand Three Hundred Dollars (\$131,300.00) plus HST for the first year of the Services Contract. Subsequent years' base fees shall be determined by application of the formula set forth in **Appendix C.3** below. For purposes of the period commencing on March 1, 2027 and concluding on December 1, 2027, the Adjusted Base Fee shall be prorated to reflect the 10 month period.

C.1.1.01 The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project, including, but not limited to, expenditures for Project management labor, employee wages, salary, benefits (and any other employee costs), chemicals, laboratory costs, lab sampling, lab supplies, vehicle costs (including auto insurance, fuel and lease costs) and DWQMS (excluding third-party audits).

C.1.1.02 The services provided under the Services Contract are based on reasonably expected overtime effort for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances or circumstances resulting in more than (24) twenty-four call outs per year will be billed to the Township for reimbursement at a rate listed in C.1.2.01.

C.1.1.03 OMI reserves the right to approach the Township with a request to negotiate adjustments to these terms of Compensation in the event that the Base Fee Adjustment Formula in C.3 does not adequately account for unforeseen changes in market conditions for labour or materials that materially impact the overall cost of delivery of OMI's responsibilities under this Services Contract.

#### C.1.2 Out of Scope Services

C.1.2.01 From time to time, the Township may request Out of Scope Services. These services will be detailed in a formal, written Out of Scope Agreement and may include commissioning of new water mains and lab fees associated with the commissioning. The hourly fee for Non-Management employees is \$75.00 per hour and \$95.00 per hour for Management employees. These rates will be reviewed from time to time based on staff salary increases and do not cover the provision of specialist engineering or technical services as may be required.

C.1.2.02 Specific situations in which the need for Out of Scope Services may arise include but are not limited to: efforts to mitigate impacts caused by Unforeseen Circumstances; the discovery of conditions which are materially different than the information provided or stated assumptions at the time of preparation of the OMI proposal, or; support to the Township for investigation into or



management of Hazardous Substances. In each situation OMI will endeavor to provide for approval as quickly as practicable a proposal detailing the Out of Scope work and the estimated cost of the associated services for review and approval by the Township. The Township acknowledges that in the event of Unforeseen Circumstances it may not be possible for OMI to secure approval in advance of undertaking efforts to mitigate the situation, but that OMI will notify the Township as soon as practicable upon initiating such work.

**C.2 PAYMENT OF COMPENSATION**

- C.2.1 One-twelfth (1/12) of the Base Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- C.2.2 All compensation to OMI is due on receipt of OMI’s invoice and payable within fifteen (15) calendar days.
- C.2.3 Township shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment.
- C.2.4 In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of OMI. No interest will be due on any disputed portion of the billing if the dispute is ultimately mutually resolved.

**C.3 BASE FEE ADJUSTMENT FORMULA**

$$ABF = BF \times AF$$

Where:

- BF = Base Fee specified in **Appendix C.1.1**
- ABF = Adjusted Base Fee
- AF = Adjustment Factor as determined by the formula:
- AF =  $CPI + 1.02$  (To a maximum of 3% annually)
- BF = Base Fee for Prior Year
- CPI = The twelve-month percent change from June of the prior year to June of the current year (or the most current month available for a year-to-year comparison) in the Consumer Price Index (non-adjusted) as published by Statistics Canada,



**APPENDIX D      – PERMITS**

NPDES Permit No. IL0023469

Drinking Water License #050-201

DWWP #050-201



# Township of Lucan Biddulph

## BY-LAW NO. 43-2021

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**Being a by-law to confirm proceedings of the Council  
of The Corporation of the Township of Lucan Biddulph**

WHEREAS under Section 5(1) of the *Municipal Act, 2001*, S.O. 2001 c. 25, the powers of a municipality shall be exercised by its council.

AND WHEREAS under Sub-Section 3 of Section 5 of the *Municipal Act, 2001*, S.O. 2001 c. 25, the powers of every Council of a municipality shall be exercised by by-law.

AND WHEREAS it is deemed expedient that the proceedings of The Council of the Corporation of the Township of Lucan Biddulph at the June 1, 2021 meeting be confirmed and adopted by By-law.

THEREFORE the Council of the Corporation of the Township of Lucan Biddulph enacts as follows:

1. That the action of the Council of the Corporation of the Township of Lucan Biddulph in respect of all motions and resolutions and all other action passed and taken by the Council of the Corporation of the Township of Lucan Biddulph, documents and transactions entered into during the June 1, 2021 meeting of Council, are hereby adopted and confirmed, as if the same were expressly included in this By-law.
2. That the Mayor and proper officials of The Corporation of the Township of Lucan Biddulph are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Lucan Biddulph during the said June 1, 2021 meeting referred to in Section 1 of this By-law.
3. That the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the Township of Lucan Biddulph to all documents referred to in said Section 1.

Read a FIRST, SECOND and THIRD time and FINALLY PASSED  
June 1, 2021.

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MAYOR

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CLERK