

Corporation of the Municipality of South Huron Agenda - Court of Revision

Monday, July 13, 2020, 5:00 p.m.

Remote Electronic Meeting South Huron Council Chambers

Live Video Feed - https://www.southhuron.ca/en/government/agendas-and-minutes.aspx

1.	Meeting Ca	II to Order
1.	Meeting Ca	II to Order

Court of Revision Members McDougall Municipal Drain 2020

Deputy Mayor Dietrich - South Huron Councillor Oke - South Huron Councillor Bell - West Perth

Recommendation:

That _____ be appointed Chair of the Court of Revision for the McDougall Municipal Drain 2020.

- 2. Disclosure of pecuniary Interest and the General Nature Thereof
- 3. McDougall Municipal Drain 2020

Lots and Concessions in the Municipality of South Huron, Usborne Ward, County of Huron:

- E Part of Lot 26, Concession 8, and
- Parts of Lots 14 to 18, N.E.B. Concession, and

Lots and Concessions in the Municipality of West Perth, Hibbert Ward, County of Perth:

- Parts of Lots 13 to 16, Concession 14.
- 3.1 Comments
 - 3.1.1 Fisheries and Oceans Canada

3.2 Appeals

- 3.3 Questions Raised by Members
- 3.4 Questions Raised by Landowners

4. Decision

1

62

5. Adjourn

Recommendation:

That the Court of Revision for the McDougall Municipal Drain 2020 now closes at p.m.

The Municipality of South Huron 322 Main Street South P.O. Box 759 Exeter ON NOM 1S6 Notice of Sitting of Court of Revision Drainage Act, R.S.O. 1990, c. D.17, subs. 46(1) and (2)

To: Mailing List Attached			
Mailing List Attached			
Re: McDougall Municipal Drain 2020			
	(Design	nation of drainage works)	
Take notice that your property is assessed f	or the construct	ion and improvement	of the above mentioned drainage works
Take notice that your property is assessed i		ion and improvement	— Of the above mentioned drainage works
under section 4 and 78 of the Drainag	e Act. Attached is	a provisional by-law exclusi	ive of the engineer's report. Details of your
assessment are contained in the engineer's	report dated 2	020/05/01 , which has b	seen previously sent to you or is available at
5		e (yyyy/mm/dd)	
on-line .			
An owner of land assessed for the drainage	worke may annoa	I to the Court of Povision on	any of the following grounds:
Any land or road has been assessed			any of the following grounds:
 Any land or road that should have b Due consideration has not been give 			
_		-	
Pursuant to section 52(1) of the <i>Drainage Ac</i> of the undersigned, at least ten (10) days pri			st be forwarded in writing, to the attention
The Court of Revision will take place:			
Date (yyyy/mm/dd)	Time	Location	
2020/07/13	5:00 p.m	Remote Electror	nic Meeting
Name of Clerk (Last Name, First Name)			· · · · · · · · · · · · · · · · · · ·
Msuya-Collison, Rebekah Name of Municipality			
The Municipality of South Huron			
Signature of Clark	· · · · · · · · · · · · · · · · · · ·	Date (yyyy/mm/dd)	
Kulolla		2020/04/	15

Ontario

notice. Drainage Act, R.S.O. 1990, c. D.17, subs. 47(1) and 48(1).

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 Appeal Tribunal regarding technical issues within forty (40) days of the sending of this

McDougall Municipal Drain 2020 Municipality of South Huron (Usborne Ward)



Reference No. 1816 May 1, 2020



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Specification for Construction of Municipal Drainage Works

DIVISION A – General Conditions

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION E – Specification for Drainage Crossings by the Boring Method

DIVISION H – Special Provisions

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Kitchener, Ontario

May 1, 2020

McDougall Municipal Drain 2020 Municipality of South Huron (Usborne Ward)

To the Mayor and Council of the Municipality of South Huron

Members of Council:

1.0 Introduction

We are pleased to present our report on the "McDougall Municipal Drain 2020", serving the following Lots and Concessions in the Municipality of South Huron, Usborne Ward, County of Huron:

E Part of Lot 26, Concession 8, and

Parts of Lots 14 to 18, N.E.B. Concession, and

Serving the following Lots and Concessions in the Municipality of West Perth, Hibbert Ward, County of Perth Parts of Lots 13 to 16, Concession 14.

The attached Plan, Profile, and Detail Drawings No.'s 1 to 3 Reference No. 1816, Specifications and the Instructions to Tenderers form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

2.0 Authorization

Authority to prepare this report was obtained by a resolution of the Municipality of South Huron Council at its February 23, 2018 meeting to appoint Dietrich Engineering Limited to prepare an Engineer's Report.

In accordance with your instructions pursuant to a request received by Council under Section 78 and a petition under Section 4 of the Drainage Act, R.S.O. 1990, we have made an examination and survey of the affected area and submit herewith our Report which includes Plan, Profile and Specifications for this work.

The area requiring drainage is Parts of Lots 13 & 14, Concession 14 in the Municipality of West Perth, Hibbert Ward. The petition is valid in compliance with Section 4(1)(a) of the Drainage Act, R.S.O. 1990.

3.0 History

The existing McDougall Municipal Drain was originally constructed under the authority of a report prepared by John Roger, O.L.S. dated March 21, 1924.

This drain consisted of the construction of the Main Drain and three (3) branch drains.



Improvements were undertaken under the authority of a report submitted by S.W. Archibald O.L.S. dated February 8, 1950. The open ditch portion of the Main Drain was cleaned out from the upper end at the property like between Lots 16 &17 N.E.B. Concession to the outlet in the Ausable River Drain in Lot 24, Concession 6. Branch 2 which is presently known as the McCurdy Drain was also cleaned out.

The latest drainage report prepared on the McDougall Municipal Drain was submitted by A.M. Spriet and Associates Limited dated June 10, 1975. This report provided for the cleanout of 6,249 feet of the Main Drain and the installation of two (2) farm lane culverts.

4.0 On-Site Meeting

In accordance with Section 9(1) of the Drainage Act, R.S.O. 1990, an on-site meeting was held on November 12, 2018. The place of meeting was on Line 17 adjacent to Lot 16, N.E.B. Concession, Municipality of South Huron (Usborne Ward). Persons in attendance were:

William J. Dietrich, P.Eng.

Dietrich Engineering Limited

Landowners: Jeff Van Soest

Keith & Sandra Strang

5.0 Information Meeting

An information meeting was held on February 26, 2020 at the Municipality of South Huron Municipal Office. Persons in attendance were:

Chris Dietrich, E.I.T. Dietrich Engineering Limited

Rebekah Msuya-Collison Clerk, Municipality of South Huron

Justin Finkbeiner Administrative Assistant, Municipality of South Huron

Brooke Hartwick Municipality of South Huron

Dwight Kinsman Roads Department, Municipality of South Huron

Landowners: Jeff Van Soest Keith Strang

The information provided proposed repairs and improvements to the Main Drain which included;

- a) Cleaning out the Main Drain in Lot 18, N.E.B. Concession;
- b) Enclosing the open drain by means of a 750mm diameter tile drainage system in Lot 17, N.E.B. Concession;
- c) And installing a new tile drain from the northerly side of Line 17 to the property line between Lots 16 & 17, N.E.B. Concession.

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



6.0 Findings

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

- 1. The existing Main Drain (closed portion) is in a poor state of repair and is neither of sufficient capacity nor depth to drain the surrounding and upstream lands within the watershed at today's standards of drainage.
- 2. The Main Drain (open portion) has silted up.
- 3. The Landowner of Lot 17, N.E.B. Concession has requested to enclose the open ditch.
- 4. The Municipality has received a petition to have the Main Drain extended upstream to the middle of Lot 14, Concession 14, Municipality of West Perth (Hibbert Ward).

7.0 Recommendations

It is our recommendation that:

- 1. Approximately 489 metres of the open ditch in Lot 18, N.E.B. Concession be cleaned out.
- 2. The open portion of the Main Drain in Lot 17, N.E.B. Concession be enclosed by means of a tile drainage system. This includes the installation of 425 metres of 750mm diameter tile.
- 3. The Main Drain (closed) be upgraded and extended upstream to the middle of Lot 14, Concession 14, Municipality of West Perth, Hibbert Ward. This includes the installation of 1,473 metres of 400mm diameter to 675mm diameter tile.
- 4. The existing tile drain (Main Drain closed) constructed under the authority of the report prepared by John Roger O.L.S. dated March 21, 1924 shall be abandoned.
- 5. The drainage coefficient design standard used for this drain is 38mm of rainfall per 24 hours.
- 6. This new drainage system shall be known as the "McDougall Municipal Drain 2020".

8.0 Environmental Considerations

The Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas indicates that the Department of Fisheries and Oceans has classified the open portion of this drain as an 'F' Drain. Drain Classification F indicates an intermittently flowing system which is dry for significant periods of the year.

An application to alter a watercourse was sent to the Ausable Bayfield Conservation Authority on February 7, 2020.

A request for review for the proposed enclosure and drain cleanout was sent to Fisheries and Oceans Canada on February 7, 2020.

9.0 Summary of Proposed Works

The proposed work consists of:

- 1. Approximately 489 metres of open ditch excavation;
- 2. Filling in approximately 425 metres of open ditch;
- 3. The installation of approximately 1,868 metres of 400mm to 750mm diameter concrete field tile and HDPE pipes;

Municipality of South Huron



- 4. The installation of six (6) concrete catch basins; and
- 5. The installation of 30 metres of 600mm O.D. smooth wall steel casing by the Boring Method.

10.0 Working Area and Access

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

10.1 Open Work

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

10.2 Closed Work

The working area shall be an average width of twenty-five (25) metres for construction purposes, and an average width of ten (10) metres for maintenance purposes along the alignment of the proposed tile drain. The working area for the drain enclosure (Sta. 0+000 to Sta. 0+425) shall be twenty (20) metres on the side of the ditch where the tile is to be installed and ten (10) metres on the opposite side.

11.0 Watershed and Soils Characteristics

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

The Drainage Area comprises of approximately 181.2 hectares. Land use within the watershed is primarily agricultural.

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

12.0 Allowances

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

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

The land values used for calculating allowances for Right-of-Way was \$45,000/ha.

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

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

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

Allowances for Damages to Lands and Crops under Section 30 of the Drainage Act, R.S.O. 1990 were primarily calculated to compensate landowners for crop losses, bush losses and land damages due to the construction of the drain, including access to the working corridor.



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

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

McDougall Municipal Drain 2020:

\$39,060

13.0 **Estimated Construction Costs**

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

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

A) Total Estimated Construction Costs – Main Drain (Open)	\$ 9,000
B) Total Estimated Construction Costs – Main Drain (Enclosure)	\$ 58,230
C) Total Estimated Construction Costs – Main Drain (Closed)	\$ 167,860
Total Estimated Construction Costs	\$ 235,090
14.0 Summary of Estimated Project Costs The total estimated project costs are as follows:	
Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990 (Refer to Schedule A)	\$ 39,060
Total Estimated Construction Costs (Refer to Schedule B)	\$ 235,090
Meetings, survey, design, preparation of preliminary cost estimates, preparation of final drainage report, consideration of report and attendance at the Court of Revision (if necessary)	\$ 34,300
Consultation with Environmental Agencies	\$ 4,000
Preparation of contract documents, contract administration, supervision and inspection of construction	\$ 23,900
Contingencies, Interest and net H.S.T.	\$ 8,950
TOTAL ESTIMATED PROJECT COSTS – McDougall Municipal Drain 2020	\$ 345,300

The estimated cost of the work in the Municipality of South Huron is \$252,000.

The estimated cost of the work in the Municipality of West Perth is \$93,300.

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

The above cost estimate does not include costs associated with defending the drainage report should appeals be filed with the Court of Revision Drainage Tribunal and/or Drainage Referee.

15.0 **Assessment**

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



15.1 Special Assessments (Section 26)

Whether or not the County of Huron elects to do the work on their property, Main Drain (Closed), Sta. 1+077 to Sta. 1+107, (County Road 11) they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as a Special Assessment in addition to any benefit and outlet assessments. The Special Assessment shall be made up of the actual construction costs plus an allowance for administration costs.

Whether or not the Municipalities of South Huron and West Perth elects to do the work on their property, Main Drain (Closed), Sta. 1+133 to Sta. 1+158, Line 17) they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as Special Assessments in addition to any benefit and outlet assessments. The Special Assessments shall be made up of the actual construction costs plus an allowance for administration costs.

16.0 Abandonment of Existing Municipal Drain

The existing tile drain (Main Drain, Closed) constructed under the report of John Roger O.L.S. dated March 21, 1924, shall be abandoned and cease to be a municipal drain after the McDougall Municipal Drain 2020 is constructed. The ownership of the existing tile drain shall be reverted to the landowners for that portion of the drain which is situated on their respective properties.

17.0 Maintenance

After completion, this drain shall be maintained by the Municipalities of South Huron and West Perth at the expense of all the lands and roads assessed in the attached Schedule D - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act, except for those portions of the drain constructed within road right-of-ways. These portions of the drain shall be maintained at the expense of the road authority having jurisdiction over said road.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

W. J. Dietrich, P.Eng.

WJD:sm





Schedule A - Allowances

Lot or Part	Con.	Landowner	Roll No.	Right-of- Way (Section 29)	Damages to Lands and Crops (Section 30)	Total Allowances
Main Drain (Ope	en)					
		uron (Usborne Ward)				
Pts. 17 & 18	N.E.B.	1433458 Ontario Inc.	18-008		\$1,950	\$1,950
Total Allowance	s, Main	Drain (Open)			\$1,950	\$1,950
Main Drain (Enc	losure)					
Municipality of S	South H	uron (Usborne Ward)				
16, Pts. 17 & 18	N.E.B.	Soestdale Holsteins Inc.	18-007		\$4,970	\$4,970
Total Allowance	s, Main	Drain (Enclosure)			\$4,970	\$4,970
Main Drain (Clo	sed)					
Municipality of S	South H	uron (Usborne Ward)				
15	N.E.B.	W. Klessens	18-006	\$300	\$760	\$1,060
16, Pts. 17 & 18	N.E.B.	Soestdale Holsteins Inc.	18-007	\$7,335	\$7,020	\$14,355
Municipality of V	Vest Per	th (Hibbert Ward)				
Pt. 13 & Ept. 14	14	Soestdale Holsteins Inc.	14-014		\$500	\$500
15 & Wpt. 14	14	Klessens Dairy Farms Ltd.	14-015	\$8,325	\$7,900	\$16,225
Total Allowance	s, Main	Drain (Closed)		\$15,960	\$16,180	\$32,140
Total Allowance	s					
McDougall Muni	icipal Dr	ain 2020		\$15,960	\$23,100	\$39,060



Schedule B - Estimated Construction Costs

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

		Estimated		
De	scription	Quantity	\$/Unit	Total
<u>A)</u>	Main Drain (Open)			
1	Open ditch excavation (Sta. 0+000 to Sta. 0+489)	489 l.s.		\$4,000.00
2	Construct quarry stone rip-rap outlet structure complete			
	with geotextile filter material and plunge pool (50m²)	l.s.		\$5,000.00
	al Estimated Construction Costs in Drain (Open)			\$9,000.00
IVIC	ini Diani (Open)			75,000.00
<u>B)</u>	Main Drain (Enclosure)			
1	Supply 750mm diameter concrete field tile	413 m	\$70.00	\$28,910.00
	Installation (Sta. 0+012 to Sta. 0+425)	413 m	\$40.00	\$16,520.00
2	Supply 750mm diameter HDPE pipe complete with			
	rodent grate	12 m	\$150.00	\$1,800.00
	Installation (Sta. 0+000 to Sta. 0+012)	l.s.		\$1,200.00
3	Fill in existing ditch using spoil material and imported fill			
	(Sta. 0+000 to Sta. 0+425)	l.s.		\$6,800.00
	Cleanout existing ditch (Sta. 0+000 to Sta. 0+425)	l.s.		\$2,000.00
4	Tile connections	l.s.		\$1,000.00
	al Estimated Construction Costs			
Ma	in Drain (Enclosure)			\$58,230.00
C) I	Main Drain (Closed)			
1	Supply 675mm diameter concrete field tile	425 m	\$60.00	\$25,500.00
	Installation (Sta. 0+425 to Sta. 0+850)	425 m	\$38.00	\$16,150.00
2	Supply 600mm diameter concrete field tile	227 m	\$45.00	\$10,215.00
	Installation (Sta. 0+850 to Sta. 1+077)	227 m	\$35.00	\$7,945.00
3	Supply 450mm diameter HDPE pipe	26 m	\$60.00	\$1,560.00
	Installation (Sta. 1+107 to Sta. 1+133)	26 m	\$80.00	\$2,080.00
4	Supply 450mm diameter concrete field tile	442 m	\$30.00	\$13,260.00
	Installation (Sta. 1+158 to Sta. 1+600)	442 m	\$30.00	\$13,260.00
5	Supply 400mm diameter concrete field tile	298 m	\$25.00	\$7,450.00
	Installation (Sta. 1+600 to Sta. 1+898)	298 m	\$30.00	\$8,940.00



	Estimated		
Description	Quantity	\$/Unit	Total
6 Supply and install 900mm X 1200mm concrete ditch inlet			
catch basin at Sta. 0+425 (inline type)	1 ea.	\$3,500.00	\$3,500.00
7 Supply and install 900mm X 1200mm concrete catch			
basin at Sta. 1+898 (inline type)	1 ea.	\$3,500.00	\$3,500.00
8 Tile connections	l.s.		\$4,500.00
Sub-Total			\$117,860.00
9 Work to be done on the Huron County Road Allowance, Cou (Sta. 1+077 to Sta. 1+107)	inty Road No. 11,	Hern Line	
a) Supply 600mm O.D. smooth wall steel casing, 9.53mm		40-0-00	440 -00 00
wall thickness	30 m	\$350.00	\$10,500.00
Installation by jack & bore method	30 m	\$450.00	\$13,500.00
b) Supply and install 900mm X 1200mm concrete ditch inlet			
catch basin offset 6m South of Sta. 1+077 including			
connection with 375mm HDPE pipe	l.s.		\$4,500.00
c) Supply and install 1-600mm X 375mm HDPE tee at Sta.			
1+077	l.s.		\$500.00
No. 1 11 1 1000 1000 1000			
d) Supply and install 900mm x 1200mm concrete ditch inlet	1 -		62 500 00
catch basin at Sta. 1+107 (inline type)	l.s.		\$3,500.00
Sub-Total			\$32,500.00
10 Work to be done on the Municipalities of South Huron & We (Sta. 1+133 to Sta. 1+158)	est Perth, Line 17		
a) Supply 450mm diameter HDPE pipe	25 m	\$60.00	\$1,500.00
Installation complete with granular base and backfill			
(open cut method)	l.s.		\$9,000.00
b) Supply and install 900mm X 1200mm concrete ditch inlet			
catch basins at Sta. 1+133 and Sta. 1+153	2 ea.	\$3,500.00	\$7,000.00
Sub-Total			\$17,500.00
out Total			ψ <u>1</u> 7,500.00
Total Estimated Construction Costs			
Main Drain (Closed)			\$167,860.00



Sui	mmary of Construction Costs	
A)	Total Estimated Construction Costs - Main Drain (Open)	\$9,000.00
B)	Total Estimated Construction Costs - Main Drain (Enclosure)	\$58,230.00
C)	Total Estimated Construction Costs - Main Drain (Closed)	\$167,860.00
	TAL ESTIMATED CONSTRUCTION COSTS CDOUGALL MUNICIPAL DRAIN 2020	\$235,090.00



Schedule C - Assessment For Construction

					Main Dro	Main Drain (Open)		ı		ı	ı
	Lot or Part	Con.	Con. Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less	Net Assessment
	Municipality of Sc	outh Hu	Municipality of South Huron (Usborne Ward)								
	Ept. 26	8	K. & S. Strang	8-049	5.7		\$113	\$113	\$38		\$75
	14	N.E.B.	N.E.B. Klessens Dairy Farms Ltd.	18-005	5.3		\$162	\$162	\$54		\$108
	15	N.E.B.	N.E.B. W. Klessens	18-006	22.3		\$685	\$685	\$228		\$457
_	16, Pts. 17 & 18	N.E.B.	N.E.B. Soestdale Holsteins Inc.	18-007	55.4	\$4,000	\$1,414	\$5,414	\$1,805		\$3,609
.	Pts. 17 & 18	N.E.B.	1433458 Ontario Inc.	18-008	27.9	\$5,000	\$382	\$5,382	\$1,794	\$1,950	\$1,638
11	Total Assessment on Lands	on Land	S			\$9,000	\$2,756	\$11,756	\$3,919	\$1,950	\$5,887
	Line 17		Municipality of South Huron	_	1.3		\$141	\$141			\$141
	County Road 11		County of Huron		2.0		\$232	\$232			\$232
	Total Assessment on Roads	on Road	5				\$373	\$373			\$373
	Total Assessment on Lands and Roads	on Land	s and Roads								
	Municipality of Sou	uth Hur	Municipality of South Huron (Usborne Ward)			\$9,000	\$3,129	\$12,129	\$3,919	\$1,950	\$6,260

\$7,724

\$1,950

\$4,526

\$14,200

\$5,200

\$9,000



Schedule C - Assessment For Construction

					Main Dra	Main Drain (Open)					
	Lot or Part	Con.	Con. Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less 1/3 Gov't Grant	Less	Net Assessment
	Municipality of West Perth (Hibbert Ward)	est Pert	th (Hibbert Ward)								
	Pt. 13	14	E. Poortinga	14-013	8.0		\$26	\$26	6\$		\$17
	Pt. 13 & Ept. 14	14	Soestdale Holsteins Inc.	14-014	20.2		\$623	\$623	\$208		\$415
	15 & Wpt. 14	14	Klessens Dairy Farms Ltd.	14-015	32.4		\$997	\$997	\$332		\$99\$
P	16	14	Soestdale Holsteins Inc.	14-016	5.7		\$174	\$174	\$28		\$116
age :	Total Assessment on Lands	on Land	S				\$1,820	\$1,820	\$607		\$1,213
12											
	Line 17		Municipality of West Perth		1.3		\$141	\$141			\$141
	Perth Road 180		County of Perth		6.0		\$110	\$110			\$110
	Total Assessment on Roads	on Road	S				\$251	\$251			\$251
	Total Assessment on Lands and Roads	on Land	s and Roads								
	Municipality of West Perth (Hibbert Ward)	est Perth	າ (Hibbert Ward)				\$2,071	\$2,071	\$607		\$1,464

Total Assessment on Lands and Roads

- 1. All the above lands are eligible for ADIP grants.
- 2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
- 3. The NET ASSESSMENT is provided for information purposes only.

\$66,042

\$4,970

\$71,012

\$3,712

\$67,300

Municipality of South Huron (Usborne Ward)

Total Assessment on Lands and Roads



Schedule C - Assessment For Construction

Lot or Part Municipality of So 14	Con.	Lot or Part Con. Landowner Municipality of South Huron (Usborne Ward) 14 N.E.B. Klessens Dairy Farms Ltd.	Roll No. 18-005	Main Drain (Enclosure) Approx. Hectares Bene No. Affected (Sec.	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment \$296	Less	Net Assessment \$296
15 N.E.B. 16, Pts. 17 & 18 N.E.B. Total Assessment on Lands Line 17 County Road 11 Total Assessment on Roads	N.E.B. on Land	N.E.B. W. Klessens N.E.B. Soestdale Holsteins Inc. n Lands Municipality of South Huron County of Huron	18-006	22.3 34.3 1.3 1.6	\$67,300	\$1,254 \$1,539 \$3,089 \$258 \$365 \$623	\$1,254 \$68,839 \$70,389 \$258 \$365 \$623	\$4,970	\$1,254 \$63,869 \$65,419 \$258 \$365 \$623



Schedule C - Assessment For Construction

		ı	Main	Main Drain (Enclosure)	osure)	ı	ı	ı	ı
Lot or Part	Con.	Con. Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Total Assessment	Less	Net Assessment
Municipality of West Perth (Hibbert Ward)	st Pert	h (Hibbert Ward)							
Pt. 13	14	E. Poortinga	14-013	8.0		\$46	\$46		\$46
Pt. 13 & Ept. 14	14	Soestdale Holsteins Inc.	14-014	20.2		\$1,140	\$1,140		\$1,140
15 & Wpt. 14	14	Klessens Dairy Farms Ltd.	14-015	32.4		\$1,824	\$1,824		\$1,824
16	14	Soestdale Holsteins Inc.	14-016	5.7		\$319	\$319		\$319
Total Assessment on Lands	on Land	S				\$3,329	\$3,329		\$3,329
Line 17		Municipality of West Perth		1.3		\$258	\$258		\$258
Perth Road 180		County of Perth		6.0		\$201	\$201		\$201
Total Assessment on Roads	on Road	Is				\$459	\$459		\$459
Total Assessment on Lands and Roads	on Land	s and Roads							
Municipality of West Perth (Hibbert Ward)	est Perti	h (Hibbert Ward)				\$3,788	\$3,788		\$3,788

		\$67,300 \$7,500 \$74,800 \$4,970 \$69,830	
Total Assessment on Lands and Roads	McDougall Municipal Drain 2020	Main Drain (Enclosure)	

NOTES:

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



Schedule C - Assessment For Construction

			l								
				Wa	Main Drain (Closed)	losed)					
	Lot or Part	Con. Landowner	Roll No.	Approx. Hectares Affected	Approx. Hectares Benefit Affected (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less	Net Assessmen
	Municipality of	Municipality of South Huron (Usborne Ward)									
	14	N.E.B. Klessens Dairy Farms Ltd.	18-005	5.3		\$1,467		\$1,467	\$489		\$26\$
	15	N.E.B. W. Klessens	18-006	22.3	\$4,500	\$5,307		\$9,807	\$3,269	\$1,060	\$5,478
	16, Pts. 17 & 18	N.E.B. Soestdale Holsteins Inc.	18-007	23.9	\$51,700	\$2,014		\$53,714	\$17,905	\$14,355	\$21,454
D	Total Assessment on Lands	it on Lands			\$56,200	\$8,788		\$64,988	\$21,663	\$15,415	\$27,910
age 15	Line 17	Municipality of South Huron	_	1.3	\$3,000	\$1,847	\$10,625	\$15,472			\$15,472
	County Road 11	County of Huron		1.6	\$6,000	\$1,647	\$39,850	\$47,497			\$47,497
	Total Assessment on Roads	it on Roads			\$9,000	\$3,494	\$50,475	\$62,969			\$62,969
	Total Assessmer	Total Assessment on Lands and Roads									
	Municipality of 5	Municipality of South Huron (Usborne Ward)			\$65,200	\$12,282	\$50,475	\$127,957	\$21,663	\$15,415	\$90,879

\$165,371



Schedule C - Assessment For Construction

		Less 1/3 Total Gov't Less Net Assessment Grant Allowances Assessment		\$1,243 \$414 \$829	\$40,574 \$13,525 \$500 \$26,549	\$67,363 \$22,454 \$16,225 \$28,684	\$2,198 \$733 \$1,465	\$111,378 \$37,126 \$16,725 \$57,527	\$15,498	\$1,467	\$16,965		\$128,343 \$37,126 \$16,725 \$74,492
ı		Special Assessment (Sec. 26)							\$10,625		\$10,625		\$10,625
4	(losed)	Outlet Liability (Sec. 23)		\$1,243	\$31,074	\$27,463	\$2,198	\$61,978	\$1,873	\$1,467	\$3,340		\$52,400 \$65,318
	Main Drain (Closed)	Approx. Hectares Benefit Affected (Sec. 22)			\$9,500	\$39,900		\$49,400	\$3,000		\$3,000		\$52,400
:	W	Approx. Hectares Affected		0.8	20.2	32.4	5.7		1.3	6.0			
ı		Ro No.		14-013	14-014	14-015	14-016		£				
		Con. Landowner	Municipality of West Perth (Hibbert Ward)	14 E. Poortinga	14 Soestdale Holsteins Inc.	Klessens Dairy Farms Ltd.	Soestdale Holsteins Inc.	nds	Municipality of West Perth	County of Perth	ads	nds and Roads	Municipality of West Perth (Hibbert Ward)
ı		Con.	West Pe	14		14	14	nt on Lar			nt on Ro	nt on Lar	West Pe
		Lot or Part	Municipality of	Pt. 13	Pt. 13 & Ept. 14	15 & Wpt. 14	16	Total Assessment on Lands	Line 17	Perth Road 180	Total Assessment on Roads	Total Assessment on Lands and Roads	Municipality of

		\$32,140	
		\$58,789	
		\$256,300	
		\$61,100	
		\$77,600	
		\$117,600	
Total Assessment on Lands and Roads	McDougall Municipal Drain 2020	Main Drain (Closed)	

NOTES:

- 1. All the above lands are eligible for ADIP grants.
- 2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
- 3. The NET ASSESSMENT is provided for information purposes only.



Schedule C - Total Assessment For Construction

					TOTAL A	TOTAL ASSESSMENT					
	Lot or Part	Con.	Landowner	Ro II No	Main Drain (Open)	Main Drain (Enclosure)	Main Drain (Closed)	Total Assessment	Less 1/3 Gov† Grant	Less	Net Assessmen
	Municipality of S	outh Hu	Municipality of South Huron (Usborne Ward)								
	Ept. 26	∞	K. & S. Strang	8-049	\$113			\$113	\$38		\$75
	14	N.E.B.	N.E.B. Klessens Dairy Farms Ltd.	18-005	\$162	\$296	\$1,467	\$1,925	\$543		\$1,382
	15	N.E.B.	N.E.B. W. Klessens	18-006	\$685	\$1,254	\$9,807	\$11,746	\$3,497	\$1,060	\$7,189
	16, Pts. 17 & 18	N.E.B.	N.E.B. Soestdale Holsteins Inc.	18-007	\$5,414	\$68,839	\$53,714	\$127,967	\$19,710	\$19,325	\$88,932
ge 1	Pts. 17 & 18	N.E.B.	N.E.B. 1433458 Ontario Inc.	18-008	\$5,382			\$5,382	\$1,794	\$1,950	\$1,638
	Total Assessment on Lands	on Land	<u>s</u>		\$11,756	\$70,389	\$64,988	\$147,133	\$25,582	\$22,335	\$99,216
			: : :		,	(, ,				
	Line 17		Municipality of South Huron		\$141	\$258	\$15,472	\$15,871			\$15,871
	County Road 11		County of Huron		\$232	\$365	\$47,497	\$48,094			\$48,094
	Total Assessment on Roads	on Road	Ş		\$373	\$623	\$62,969	\$63,965			\$63,965
	Total Assessment on Lands and Roads	on Land	s and Roads		0	7	1	2	1 1	0	0
	Municipality of So	outh Hur	Municipality of South Huron (Usborne Ward)		\$12,129	\$71,012	/56//71\$	\$411,098	785,524	\$55,22\$	\$163,181



Schedule C - Total Assessment For Construction

		l		TOTAL A	TOTAL ASSESSMENT	ı	ı		ı	
Lot or Part	Con.	Landowner	Roll No.	Main Drain (Open)	Main Drain (Enclosure)	Main Drain (Closed)	Total Assessment	Less 1/3 Gov't Grant	Less	Net Assessmen
Municipality	of West Peri	Municipality of West Perth (Hibbert Ward)								
Pt. 13	14	E. Poortinga	14-013	\$26	\$46	\$1,243	\$1,315	\$423		\$892
Pt. 13 & Ept. 14	14 14	Soestdale Holsteins Inc.	14-014	\$623	\$1,140	\$40,574	\$42,337	\$13,733	\$500	\$28,104
15 & Wpt. 14	14	Klessens Dairy Farms Ltd.	14-015	\$997	\$1,824	\$62,363	\$70,184	\$22,786	\$16,225	\$31,173
16	14	Soestdale Holsteins Inc.	14-016	\$174	\$319	\$2,198	\$2,691	\$791		\$1,900
Total Assessment on Lands	nent on Lan	qs		\$1,820	\$3,329	\$111,378	\$116,527	\$37,733	\$16,725	\$62,069
.8										
Line 17		Municipality of West Perth		\$141	\$258	\$15,498	\$15,897			\$15,897
Perth Road 180	80	County of Perth		\$110	\$201	\$1,467	\$1,778			\$1,778
Total Assessment on Roads	nent on Roa	sp		\$251	\$459	\$16,965	\$17,675			\$17,675
Total Assessn	nent on Lan	Total Assessment on Lands and Roads								
Municipality	of West Per	Municipality of West Perth (Hibbert Ward)		\$2,071	\$3,788	\$128,343	\$134,202	\$37,733	\$16,725	\$79,744
Total Assessi	nent on Lan	Total Assessment on Lands and Roads								
McDougall Municipal Drain 2020	1unicipal Dra	ain 2020		\$14,200	\$74,800	\$256,300	\$345,300	\$63,315	\$39,060	\$242,925

OTES:

- 1. All the above lands are eligible for ADIP grants.
- 2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
- 3. The NET ASSESSMENT is provided for information purposes only.



Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenanc Cost
Main Drain (Ope	en)				
Municipality of	South Huro	on (Usborne Ward)			
Ept. 26	8	K. & S. Strang	8-049	5.7	2.9%
14	N.E.B.	Klessens Dairy Farms Ltd.	18-005	5.3	2.7%
15	N.E.B.	W. Klessens	18-006	22.3	11.4%
16, Pts. 17 & 18	N.E.B.	Soestdale Holsteins Inc.	18-007	55.4	27.9%
Pts. 17 & 18	N.E.B.	1433458 Ontario Inc.	18-008	27.9	14.3%
Total Assessmen	t on Lands	i			59.2%
Line 17		Municipality of South Huron		1.3	2.3%
County Road 11		County of Huron		2.0	4.1%
Total Assessmen	t on Road	3			6.4%
Municipality of '	<u>West Perth</u>	<u>(Hibbert Ward)</u>			
Pt. 13	14	E. Poortinga	14-013	0.8	0.4%
Pt. 13 & Ept. 14	14	Soestdale Holsteins Inc.	14-014	20.2	10.3%
15 & Wpt. 14	14	Klessens Dairy Farms Ltd.	14-015	32.4	16.6%
16	14	Soestdale Holsteins Inc.	14-016	5.7	2.9%
Total Assessmen	t on Lands	i			30.2%
Line 17		Municipality of West Perth		1.3	2.3%
Perth Road 180		County of Perth		0.9	1.9%
Total Assessmen	t on Road	S			4.2%

NOTES:

1. All the above lands are eligible for ADIP grants.

100.0%



Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
Main Drain (Encl	losure)				
Municipality of S	outh Hu	ron (Usborne Ward)			
14	N.E.B.	Klessens Dairy Farms Ltd.	18-005	5.3	1.9%
15	N.E.B.	W. Klessens	18-006	22.3	7.9%
16, Pts. 17 & 18	N.E.B.	Soestdale Holsteins Inc.	18-007	34.3	62.2%
Total Assessment	t on Land	ds			72.0%
Line 17		Municipality of South Huron		1.3	1.6%
County Road 11		County of Huron		1.6	2.3%
Total Assessment	t on Roa	ds			3.9%
Municipality of V	<u>Vest Per</u>	th (Hibbert Ward)			
Pt. 13	14	E. Poortinga	14-013	0.8	0.3%
Pt. 13 & Ept. 14	14	Soestdale Holsteins Inc.	14-014	20.2	7.3%
15 & Wpt. 14	14	Klessens Dairy Farms Ltd.	14-015	32.4	11.6%
16	14	Soestdale Holsteins Inc.	14-016	5.7	2.0%
Total Assessment	t on Land	ds			21.2%
Line 17		Municipality of West Perth		1.3	1.6%
Perth Road 180		County of Perth		0.9	1.3%
Total Assessment	t on Roa	ds			2.9%

NOTES:

1. All the above lands are eligible for ADIP grants.

McDougall Municipal Drain 2020 - Main Drain (Enclosure)



Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
Main Drain (Clos	sed)				
Municipality of S	South H	uron (Usborne Ward)			
14	N.E.B	Klessens Dairy Farms Ltd.	18-005	5.3	4.1%
15	N.E.B	W. Klessens	18-006	22.3	17.2%
16, Pts. 17 & 18	N.E.B	Soestdale Holsteins Inc.	18-007	23.9	18.4%
Total Assessmen	t on Lan	ds			39.7%
Line 17		Municipality of South Huron		1.3	3.5%
County Road 11		County of Huron		1.6	5.0%
Total Assessmen	t on Roa	ıds			8.5%
Municipality of \	<u> West Pe</u>	rth (Hibbert Ward)			
Pt. 13	14	E. Poortinga	14-013	0.8	0.6%
Pt. 13 & Ept. 14	14	Soestdale Holsteins Inc.	14-014	20.2	15.6%
15 & Wpt. 14	14	Klessens Dairy Farms Ltd.	14-015	32.4	25.0%
16	14	Soestdale Holsteins Inc.	14-016	5.7	4.4%
Total Assessmen	t on Lan	ds			45.6%
Line 17		Municipality of West Perth		1.3	3.5%
Perth Road 180		County of Perth		0.9	2.7%
Total Assessmen	t on Roa	ıds			6.2%
McDougall Muni	cipal Dra	ain 2020 - Main Drain (Closed)			100.0%

NOTES:

1. All the above lands are eligible for ADIP grants.

SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

DIVISION A – General Conditions

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION E – Specification for Drainage Crossings by the Boring Method

DIVISION H – Special Provisions



DIVISION A - GENERAL CONDITIONS

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DIVISION A - GENERAL CONDITIONS

A.1. Scope

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

A.2. Tenders

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

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

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

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

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

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

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

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



A.4. Payment

Progress payments equal to 87±% of the value of work completed and materials incorporated in the work will be made to the Contractor monthly. An additional ten per cent (10±%) will be paid 45 days after the final acceptance by the Engineer, and three per cent (3±%) of the Contract price may be reserved by the Municipality as a maintenance holdback for a one (1) year period from the date of the Completion Certificate. A greater percentage of the Contract price may be reserved by the Municipality for the same one (1) year period if in the opinion of the Engineer, particular conditions of the Contract requires such greater holdback.

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

A.5. Contractor's Liability Insurance

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

The following are to be named as co-insured:

- Successful Contractor
- Sub-Contractor Municipality
- Dietrich Engineering Ltd.

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

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

A.7. Commencement and Completion of Work

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

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

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

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



A.8. Working Area and Access

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

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

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

A.9. Sub-Contractors

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

A.10. Permits, Notices, Laws and Rules

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

A.11. Railways, Highways, and Utilities

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

A.12. Errors and Unusual Conditions

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

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

A.13. Alterations and Additions

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before



commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

A.14. Supervision

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

A.15. Field Meetings

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

A.16. Periodic and Final Inspections

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

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

A.17. Acceptance By the Municipality

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

A.18. Warranty

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

A.19. Termination of Contract By The Municipality

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the



Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.

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

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

A.20. Tests

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

A.21. Pollution

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

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

A.22. Species and Risk

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

A.23. Road Crossings

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

A.23.1 Road Occupancy Permit

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

A.23.2 Road Closure Request and Construction Notification

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



A.23.3 Traffic Control

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

A.23.4 Weather

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

A.23.5 Equipment

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

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

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

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

A.24. Laneways

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

Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

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

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



A.25. Fences

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

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

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

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

A.26. Livestock

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

A.27. Standing Crops

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

A.28. Surplus Gravel

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

A.29. Iron Bars

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

A.30. Rip-Rap

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

A.31. Clearing, Grubbing and Brushing

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

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



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

A.32. Restoration of Lawns

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

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

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DIVISION B - SPECIFICATIONS FOR OPEN DRAINS

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DIVISION B - SPECIFICATIONS FOR OPEN DRAINS

B.1. Alignment

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

B.2. Profile

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

B.3. Excavation

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

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

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

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

B.4. Excavated Material

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

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water behind the spoil bank. The excavated material shall be placed and levelled to a maximum depth of 200 mm, unless instructed otherwise and commence a minimum of one (1) metre from the top of the bank. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2(h):1(v). The material shall be levelled such that it may be



cultivated with ordinary farm equipment without causing undue hardship to the farm machinery and farm personnel. No excavated material shall cover any logs, brush, etc. of any kind.

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

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

B.5. Excavation at Existing Bridge and Culvert Sites

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

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

B.6. Pipe Culverts

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

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

B.7. Rip-Rap Protection For Culverts

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

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

B.8. Clearing, Grubbing and Mulching

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



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

B.9. Tributary Tile Outlets

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

B.10. Seeding

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

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

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

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

B.11. Hydro Seeding

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

B.12. Hand Seeding

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

B.13. Completion

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

END OF DIVISION



DIVISION C - SPECIFICATIONS FOR TILE DRAINS

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DIVISION C - SPECIFICATIONS FOR TILE DRAINS

C.1. Pipe Materials

C.1.1 Concrete Tile

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

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

C.1.2 High Density Polyethylene (HDPE) Pipe

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

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

C.2. Alignment

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

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

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

C.3. Profile

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

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



C.4. Excavation

C.4.1 Wheel machine

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

C.4.2 Scalping

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

C.4.3 Excavator

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

C.5. Installation

C.5.1 Concrete Tile

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

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

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

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

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



C.5.2 HDPE Pipe

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

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

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

C.6. Trench Crossings

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

C.7. Outlet Protection

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

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

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

C.8. Catch Basins and Junction Boxes

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



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

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

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

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

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

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

C.9. Tributary Drains

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

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

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

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

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



C.10. Clearing, Grubbing and Mulching

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

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched.

Clearing, grubbing and mulching shall be carried out as a separate operation from installing the drain, and shall not be completed simultaneously at the same location.

C.11. Roads and Laneway Sub-Surface Crossings

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

C.12. Filling In Existing Ditches

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

C.13. Construction of Grassed Waterways

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

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

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

C.14. Unstable Soil

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

C.15. Rocks

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

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



C.16. Broken or Damaged Tile

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

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

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

END OF DIVISION



DIVISION E – SPECIFICATIONS FOR DRAINAGE CROSSING BY BORING METHOD

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DIVISION E – SPECIFICATIONS FOR DRAINAGE CROSSING BY BORING METHOD

E.1. General Requirements

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

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

E.2. Notification

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

E.3. Pipe

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

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

E.4. Installation

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

E.5. Auger Pit

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

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



E.6. Construction

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

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

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

E.7. Acceptance

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

END OF DIVISION



DIVISION H - SPECIAL PROVISIONS

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DIVISION H - SPECIAL PROVISIONS

McDougall Municipal Drain 2020 Municipality of South Huron

Reference No.1816

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

H.1 General

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

The Contractor shall verify the location of the new drainage system with the Engineer and Landowners prior to construction. The Contractor shall locate the existing tile drain in several places before installing the new drain.

The existing tile drain shall be destroyed in Lot 16, N.E.B. Concession as part of this contract.

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

The Contractor must maintain access to all driveways along the route of the drain as well as maintain access for all emergency vehicles at all times during construction. All driveways shall be restored by the Contractor to the original condition.

Any area disturbed with the County Road 11 Right-of-Way and Line 17 during construction shall be top-soiled and seeded with an approved grass seed mixture.

The roadside ditches shall be graded to the catch basins.

The Contractor shall be responsible for all trench settlement.

H.2 Utilities

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

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

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

H.3 Working Area And Access

The working area for construction purposes shall be a width of twenty-five (25) metres centered on the proposed tile drain. Each Landowner on whose property the drainage works is to be constructed shall designate access to and from the working area.



H.4 Topsoil

Where the drain is to be installed by means of an approved wheel trencher, the Contractor shall strip the topsoil for a minimum width of 5 metres centered on the proposed drain. In deep cuts the width of the topsoil to be stripped will be greater than 5 metres. Where the drain is to be installed by means of an approved hydraulic excavator, the Contractor shall strip the topsoil for a width equal to the trench width.

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

H.5 Pipe, Installation, Bedding & Backfill

H.5.1 Concrete Field Tile

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

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

All concrete field tile shall be backfilled using native material. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands. The Contractor shall be responsible for all trench settlement. Excess excavated material from the installation of the 750mm diameter tile shall be hauled off site.

The Contractor shall supply and wrap all concrete tile joints with geotextile filter material as part of this contract. The width of the filter material shall be 300mm wide for tile sizes 200mm diameter to 350mm diameter and 400mm wide for tile sizes 400mm diameter to 750mm diameter.

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

H.5.2 High Density Polyethylene Pipe (H.D.P.E.)

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

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

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

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

H.6 Outlet Structure Installation

The Contractor shall install the new outlet pipe such that the side slopes of the ditch match typical side slopes, and the Contractor shall place geotextile filter material and stone rip-rap for long term bank stabilization. A plunge pool lined with quarry stone riprap shall be constructed at the new tile drain outlet (Sta. 0+000).

H.7 Catch Basins & Manholes

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



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

All catch basins to have 300mm sumps.

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

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

All catch basins shall have hot dipped galvanized bird cage grates.

Knockouts shall be provided in all catch basins.

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

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

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

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

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

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

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

All existing catch basins and manholes to be removed shall be disposed of off-site by the Contractor. Existing Drains/Tile Connections

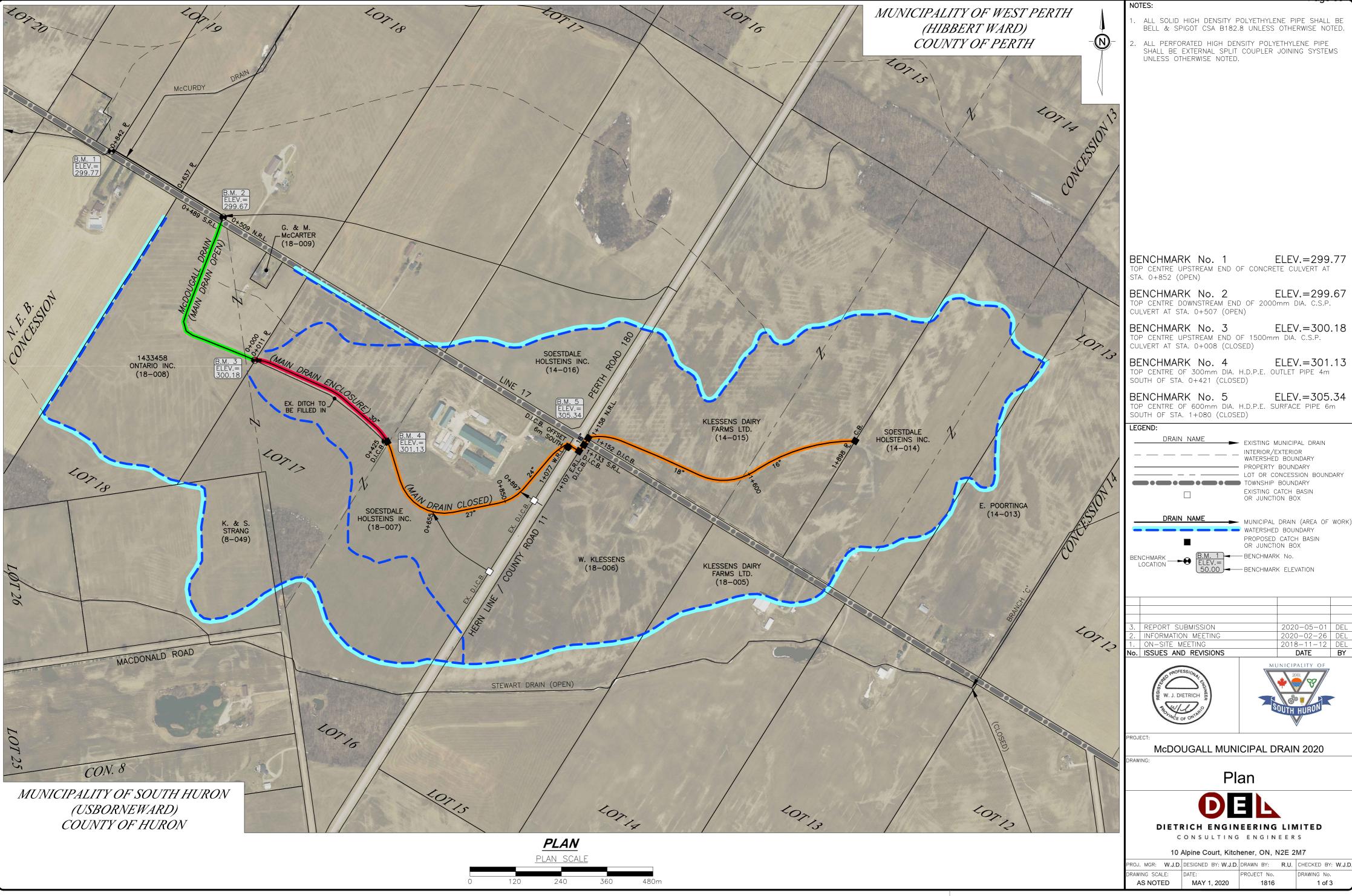
H.9 Existing Drains/Tile Connections

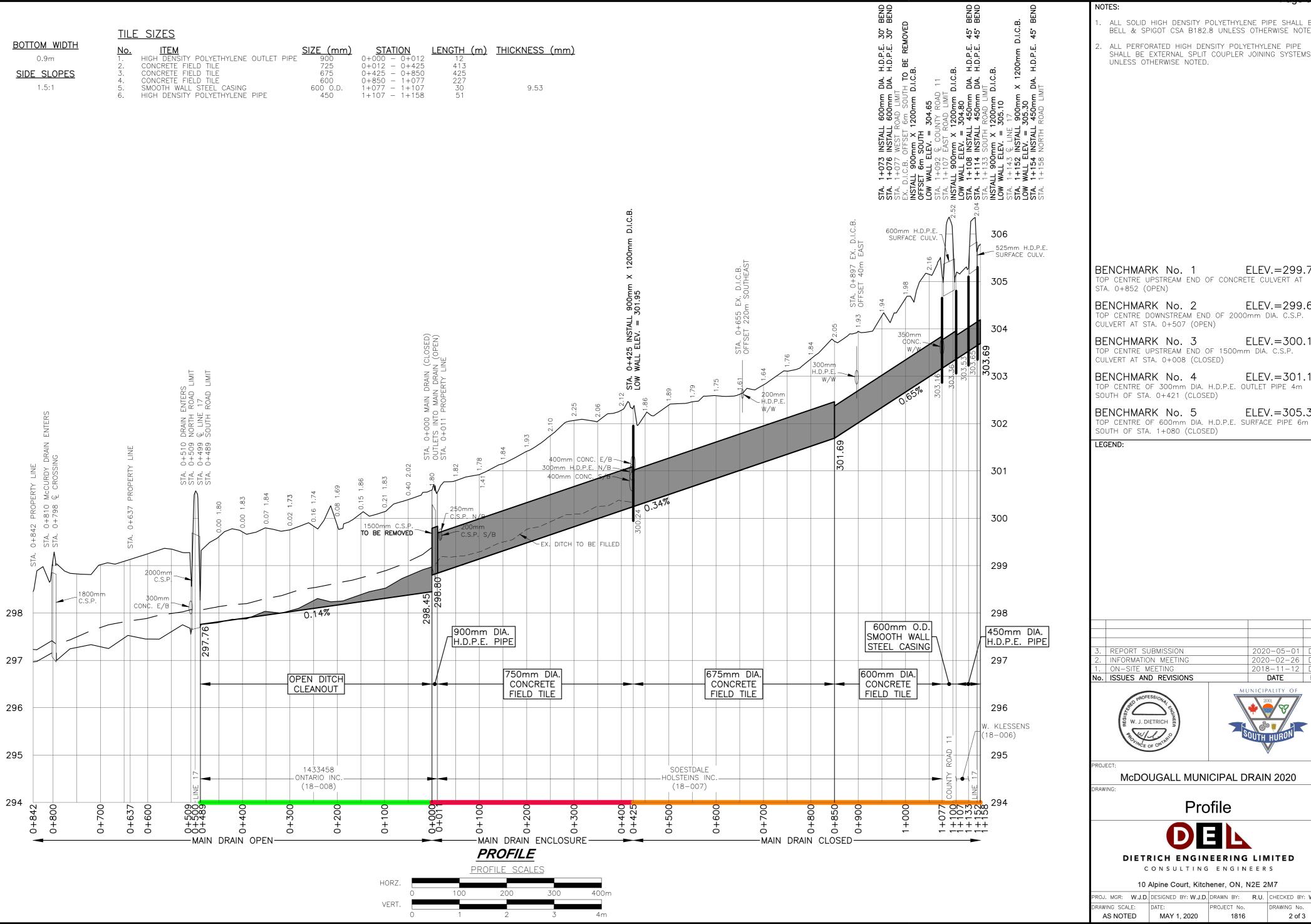
The Contractor shall make all tributary tile drain connections in accordance with the Typical Tile Connection Detail included in the drawing set.

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

H.10 Rip-Rap

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







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

BENCHMARK No. 1 ELEV.=299.77
TOP CENTRE UPSTREAM END OF CONCRETE CULVERT AT STA. 0+852 (OPEN)

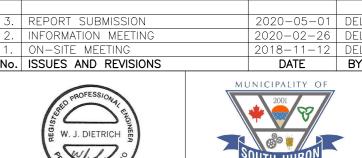
BENCHMARK No. 2 ELEV.=299.67
TOP CENTRE DOWNSTREAM END OF 2000mm DIA. C.S.P.
CULVERT AT STA. 0+507 (OPEN)

BENCHMARK No. 3 ELEV.=300.18
TOP CENTRE UPSTREAM END OF 1500mm DIA. C.S.P.
CULVERT AT STA. 0+008 (CLOSED)

BENCHMARK No. 4 ELEV.=301.13
TOP CENTRE OF 300mm DIA. H.D.P.E. OUTLET PIPE 4m
SOUTH OF STA. 0+421 (CLOSED)

BENCHMARK No. 5 ELEV.=305.34
TOP CENTRE OF 600mm DIA. H.D.P.E. SURFACE PIPE 6m
SOUTH OF STA. 1+080 (CLOSED)

LEGEND:



PROJECT:

McDOUGALL MUNICIPAL DRAIN 2020

RAWING:

Profile & Details



DIETRICH ENGINEERING LIMITED

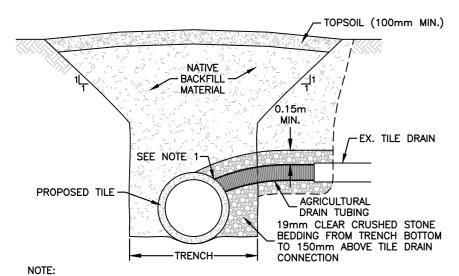
CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7

PROJ. MGR: W.J.D. DESIGNED BY: W.J.D. DRAWN BY: R.U. CHECKED BY: W.J.D.

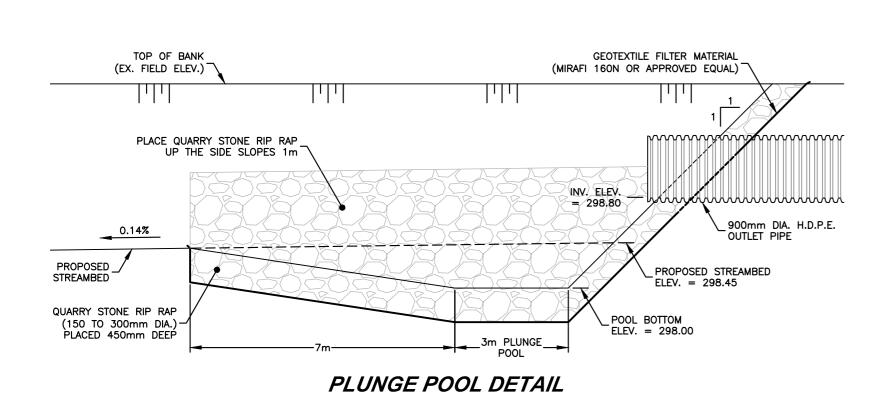
DRAWING SCALE: DATE: PROJECT No. DRAWING No.

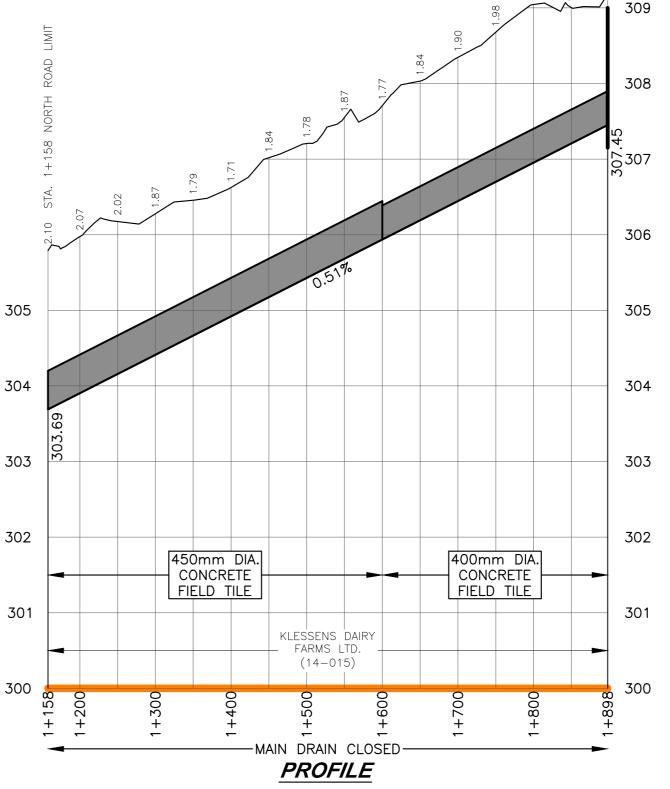
AS NOTED MAY 1, 2020 1816 3 of 3



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

TYPICAL TILE CONNECTION DETAIL





PROFILE SCALES

HORZ.

0 100 200 300 400m

VERT.

0 1 2 3 4m

TILE SIZES

No. ITEM
1. CONCRETE FIELD TILE
2. CONCRETE FIELD TILE
3. CONCRETE FIELD TILE
450
1+158
1+158
1+1600
1+1600
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Fisheries and Oceans Canada

Central & Arctic Region Fish and Fish Habitat Protection Program 867 Lakeshore Road Burlington, ON L7S 1A1

Pêches et Océans Canada

Région du Centre et de l'Arctique Programme de la protection du poisson et de son habitat 867 Lakeshore Road Burlington, ON L7S 1A1

May 20, 2020

Our file Notre référence 20-HCAA-00378

Rebekah Msuya-Collison - Clerk Municipality of South Huron 322 Main Street South, P.O. Box 759 Exeter, Ontario, NOM 1S6

Subject: Drain Cleanout and Enclosure, McDougall Drain, Class F, South Huron County – Implementation of Measures to Avoid and Mitigate Serious Harm to Fish and Prohibited Effects on Listed Aquatic Species at Risk

Dear Ms. Msuya-Collinson:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on February 07, 2020. We understand that you propose to:

- conduct a 500 linear metre bottom only cleanout; and,
- enclose 400 linear metres of the McDougall Municipal Drain.

Our review considered the following information:

- DFO Request for Review received on February 07, 2020; and,
- correspondences between Stuart Campbell and William Dietrich between April 08, 2020 to May 20, 2020.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*, and;
- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*.

The aforementioned impacts are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures listed below:

- preserve vegetated buffer strips in the downstream 500 linear metres;
- install one sediment trap before the 17th Line;



- construct a rip rap lined plunge pool at outlet of new tile;
- install heavy duty silt fence downstream of construction activities;
- conduct work during no flow conditions, and;
- reseed and/or replant any disturbed banks caused by the construction activities.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal will not require an authorization under the *Fisheries Act*.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, avoid prohibited effects on listed aquatic species at risk, any part of their critical habitat or the residences of their individuals, and prevent the introduction of non-indigenous species.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to (http://www.dfo-mpo.gc.ca/pnw-ppe/CONTACT-eng.html).

Please notify this office at least 10 days before starting your project. A copy of this letter should be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Stuart Campbell at 365-323-4821 or by email at stuart.campbell@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,

Christopher Biberhofer A/Senior Biologist

CC:

Stuart Campbell, Fisheries and Oceans Canada Davin Heinbuck, Ausable Bayfield Conservation Authority