



## County of Brant Council Agenda

**Date:** Tuesday, February 11, 2025  
**Time:** 6:00 p.m.  
**Location:** Council Chambers  
7 Broadway Street West  
Paris, ON

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Pages

1. **Attendance**

2. **Land Acknowledgement**

As we gather, we acknowledge that we meet on the lands and territory of the Mississaugas of the Credit First Nation, Six Nations of the Grand River, and the traditional territory of the Attiwanderonk.

We remind ourselves that the County of Brant is situated on lands that are full of rich Indigenous history and home to many First Nations, Inuit, and Métis people today; we recognize the significance of their contributions to the past, present, and future of this land.

As a County we have a shared responsibility for the stewardship of the land on which we live and work and a commitment to the Truth and Reconciliation calls to action. We commit to continue learning, reflecting on our past, and working in allyship.

3. **Approval of Agenda  
Recommendation**

That the County of Brant Council agenda for February 11, 2025 be approved.

4. **Declaration of Pecuniary Interests**

5. **Delegations / Petitions / Presentations**

6. **Adoption of Minutes from Previous Meetings**

The previous minutes were approved at the January 28, 2025 County of Brant Council meeting.

7. **Business Arising from the Minutes**

8. **Public Hearing Under Section 11 of the County of Brant Telecommunications Tower Protocol**

8.1 CT2-24-NM – 182 Governor’s Road - N. Mousavi Berenjaghi Recommendation

5 - 76

That Telecommunication Tower Application CT2-24-NM from Signum Wireless Inc. c/o Lucas Cuff, on behalf of Brandon Nelson and Jennifer Fletcher, Applicants/Owners of Part of Lot 41, Concession 1, County of Brant, in the former geographic township of Brantford, located at 182 Governor’s Road East proposing a 40-metre (131.23 ft.) self-supported tower within a fenced-in ground compound area of 144 square metres be received;

And that the Clerk be directed to inform Signum Wireless Inc.:

- a. That Signum Wireless Inc. has completed consultation with the County of Brant and the public, A minimum Stage 1 Archeological Study is to be conducted on the site; and
- b. That the Telecommunication Tower as proposed at 182 Governor’s Road East is in accordance with Section 4.iii – ‘Preferred Location Guidelines’ of the ‘Communication Tower and Communication Antenna Preferred Location Protocol (2020)’.

9. **Public Hearings Under the Planning Act to Receive Information from the Public**

9.1 ZBA20-24-DN 49 River Road - L. Keen Recommendation

77 - 88

That Zoning By-law Amendment Application ZBA20-24-DN - from R W Phillips, J H Cohoon Engineering, Agent, on behalf of owners Renzo & Lenuta Tonietto, of 49 River Road, to amend the zoning on the subject lands from Agricultural (A) to Rural Residential (RR) to conform with the 2012 Rural Residential Official Plan Designation, be received as information and any comments / submissions regarding this application be referred to staff for review.

10. **Public Hearings Under the Planning Act to Consider Staff Recommendations**

10.1 ZBA12-24-KD & PS1-24-KD 29 Thirteenth Concession Road - D. Landry, Nethery Planning Recommendation

89 - 96

That Zoning By-Law Amendment Application ZBA12-24-KD & Draft Plan of Subdivision Application (PS1-24-KD) from J.H. Cohoon Engineering Limited c/o Bob Philips and The Angrish Group c/o Ruchika Angrish on behalf of Haley Elevator Inc. c/o Micheal Haley, applicant/ owner of CONCESSION 13 PART LOT 1 to 3, REGISTERED PLAN 2R1765 PART 1, County of Brant, in the geographic Former Township of Burford, municipally known as 29 Thirteenth Concession Road proposes to change the zoning on the subject lands from ‘Special Exception Holding Suburban Residential (h-33-SR)’ to the ‘Suburban Residential ‘SR’, and ‘Open Space (OS1)’ zones to facilitate the creation of 77 single detached lots, a park block, storm water management block and multiple walkway blocks, **BE DEFERRED, for up to six months; And**

THAT the reason(s) for Deferral are as follows: The applicant is requesting additional time to work through the comments provided on the second submission and to allow time for Cambium, the peer reviewer for the hydrogeological study, to

review and provide comments

**11. Consent Items**

11.1 Consent Items to be Approved

11.2 Consent Items to be Received

**12. Committee Reports**

12.1 Agricultural Advisory Committee Report - January 27, 2025 97 - 102

**13. Staff Reports**

13.1 RPT-0057-25 Telecommunication Tower Protocol Update - L. Graham Recommendation 103 - 170

Whereas the County of Brant initiated an update to its Telecommunication Tower Protocol in July 2024 and, following public consultation, has prepared a final draft for Council's consideration;

Therefore, be it resolved that Report RPT-0057-25 – Telecommunication Tower Protocol Update be received as information;

That any previous version of the County's Telecommunication Tower Protocol be rescinded, and the updated protocol forming Attachment 1 to this report be adopted as Policy No. DVS-2025-001 in the County's Corporate Policy Manual;

And that staff be directed to update the County's Delegation of Authority By-Law to grant authority to issue a letter of concurrence for proposals that align with the 2024 Telecommunication Tower Protocol, as drafted in Attachment 2 to this report.

13.2 RPT-0078-25 Canada Housing Infrastructure Fund Requirements - Direction on Zoning for 4 Units As-of-Right - B. Kortleve Recommendation 171 - 178

That Report RPT-0078-25 – Canada Housing Infrastructure Fund Requirements – Direction on Zoning for 4 Units As-of-Right be received as information, and

That staff be directed to proceed with a zoning by-law amendment to consider permitting four residential units as-of-right in fully serviced areas to qualify for the Canada Housing Infrastructure Fund – Direct Delivery Stream funding.

**14. Communications**

**15. Resolutions**

**16. Other Business**

**17. In Camera**

**18. By-laws**

18.1 By-law Number 130-24, Being a By-law to provide for drainage works in the County of Brant (Simmons-Hopkins Municipal Drain) 179 - 270  
Third reading only.

18.2 By-law Number 08-25, Being a By-law to amend By-law 73-22 - the Delegation of Authority By-law 271 - 284

18.3 By-law Number 09-25, Being a By-law to provide for drainage works in the County of Brant (Rathbun Municipal Drain) 285 - 314  
First and second reading only.

18.4 By-law Number 10-25, Being a By-law to confirm the proceedings of Council 315 - 316

**19. Next Meeting and Adjournment**

Tuesday, February 25, 2025, at 6:00 pm in the County of Brant Council Chambers.



## County of Brant Council Report

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**To:** To the Chair and Members of the County of Brant Council  
**From:** Negin Mousavi Berenjaghi, Development Planning Student  
**Date:** February 11, 2025  
**Report:** RPT - 0052 - 25  
**Subject:** CT2-24-NM - Telecommunication Tower Application  
**Purpose:** Review of 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)'

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### Recommendation

That Telecommunication Tower Application CT2-24-NM from Signum Wireless Inc. c/o Lucas Cuff, on behalf of Brandon Nelson and Jennifer Fletcher, Applicants/Owners of Part of Lot 41, Concession 1, County of Brant, in the former geographic township of Brantford, located at 182 Governor's Road East proposing a 40-metre (131.23 ft.) self-supported tower within a fenced-in ground compound area of 144 square metres be received;

And that the Clerk be directed to inform Signum Wireless Inc.:

- a. That Signum Wireless Inc. has completed consultation with the County of Brant and the public, A minimum Stage 1 Archeological Study is to be conducted on the site; and
- b. That the Telecommunication Tower as proposed at 182 Governor's Road East is **in accordance** with Section 4.iii – 'Preferred Location Guidelines' of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)'.

### Strategic Plan Priority

Strategic Priority 2 – Focused Growth and Infrastructure

### Impacts and Mitigation

#### Social Impacts

None.

#### Environmental Impacts

None.

## Financial Impacts

None.

## Report

### Background

The purpose of the report is to provide the Council with information and a recommendation regarding a new Telecommunication Tower proposed within the County of Brant. The proposal would initially provide wireless voice and data services for subscribers to the client's network.

Telecommunication Tower Application **CT2-24-NM** proposes to establish a 40-metre (131.23 ft) self-supported tower situated within a 144-square-metre compound area. The tower is proposed on the lands identified as 182 Governor's Road East.

Section 4.iii of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)' outlines 'Preferred Location Guidelines' for new Telecommunication Towers.

Surrounding Land Use	Preferred Setback (3x tower height)	Provided Setback
Residential Use	120 metres (393.7 ft)	220 metres (721.7 ft)
<i>Natural Heritage Feature</i>	120 metres (393.7 ft)	120 metres (393.7 ft)*
* Based on aerial imagery, there is a significant woodland in the northeast part of the property that is part of a woodland on the property to the east. There is also a watercourse and wetland located on properties to the east. The proposed tower is at least 120 metres from these Natural Heritage System features.		

This application has completed the following circulation and consultation process:

- September 10, 2024 – Internal / External Departmental Circulation
- October 8, 2024 – Information Meeting (County of Brant Council)
- October 29, 2024 – Neighbourhood Meeting (Hosted by the Applicant)
- February 11, 2025 – Recommendation Meeting (County of Brant Council)

The review of this application focuses on reviews of applicable planning policy (i.e. *Planning Act, Provincial Planning Statement, Official Plan*), and public consultation and location preferences as outlined in the County of Brant and the County of Brant '**Communication Tower and Communication Antenna Preferred Location Protocol (2020)**'.

The Telecommunication Tower Application submission consists of the following, attached to this report for Council consideration:

- Proposed Tower Location Plan
- Site Selection Justification Report
- Public Consultation Summary Report
- Photo Renderings

Review of the 'Communication Tower and Communication Antenna Preferred Location Protocol

(2020)' concludes that:

- a. That Signum Wireless Inc. has completed consultation with the County of Brant and the public, A minimum Stage 1 Archeological Study is to be conducted on the site; and
- b. The Telecommunication Tower as proposed at 182 Governor's Road East is in accordance with Section 4.iii – 'Preferred Location Guidelines' of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)'.

## **Location**

The subject lands are located south of Governor's Road East and St. George Road intersection, with a total frontage of approximately 202.23 metres (663.5 ft.) and a total area of 6.07 hectares (15 acres).

The subject lands are located within an agricultural area and currently contain an existing residential dwelling as well as a contractor's yard operation.

## **Analysis**

### **Innovation, Science and Economic Development Canada (ISED) Client Procedures Circular 2-0-03:**

ISED's Client Procedures Circular 2-0-03, Issue 4, entitled Radio Communication and Broadcasting Antenna Systems (CPC-2-0-03) requires proponents of new communication towers to follow the land-use consultation process for the siting of antenna systems, established by the land-use authority, where one exists.

The County established a municipal land-use consultation process and protocol for the siting of communication towers which came into effect on July 4, 2011, revised in 2020 as the '*Communication Tower and Communication Antenna Preferred Location Protocol (2020)*'.

- ***Review of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)' concludes that:***
  - a. ***The Signum Wireless Inc. has completed consultation with the County of Brant and the public, A minimum Stage 1 Archeological Study is to be conducted on the site; and***
  - b. ***The Telecommunication Tower as proposed at 182 Governor's Road East is in accordance with Section 4.iii – 'Preferred Location Guidelines' of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)'***
- ***The County's proposed updates to the tower protocol include a reduced setback requirement of 1.5 times the tower's height from sensitive land uses. The proposed tower at 182 Governor's Road East will comply with the updated protocol, as the required setback will still be met under the new guidelines.***

### **Provincial Planning Statement (2024)**

The Provincial Planning Statement (PPS) provides policy direction on matters of Provincial interest regarding land use planning and development and sets the policy foundation for regulating land use and development of land. All decisions affecting planning matters shall be

‘consistent with’ policy statements issued under the Planning Act.

Section 3.1.1 of the PPS mandates municipalities to provide necessary infrastructure and public service facilities in an efficient manner while accommodating projected needs.

- ***The application is consistent with the Provincial Planning Statement (2024) as it supports enhanced wireless voice, data coverage, and capacity for surrounding areas.***

### **County of Brant Official Plan (2023)**

The County of Brant Official Plan sets out the goals, objectives and policies to guide development within the municipality. The *Planning Act* requires that all decisions that affect a planning matter shall ‘conform to’ the local Municipal Policies, including but not limited to the County of Brant Official Plan.

- ***The lands subject to this application contain both “Countryside” and “Natural Heritage” designations as outlined in Schedule ‘A’ of the County of Brant Official Plan.***
- ***The proposed tower will be located on the lands designated as Countryside. The current Official Plan supports locating telecommunication facilities on lands designated as such. Additionally, the proposed tower will not negatively impact the lands designated Natural Heritage as it is at least 120 metres away from the Natural Heritage System features.***

Section 5.10 outlines general policies related to the Public Utilities and Infrastructure within the County of Brant.

Section 5.10.2 states that *where County protocols have been adopted by Council for public utilities and telecommunication facilities, the applicant shall demonstrate as part of a complete application that the planned project is in accordance with protocols adopted by Council.*

- ***The location of the proposed tower has been reviewed against the ‘Communication Tower and Communication Antenna Preferred Location Protocol (2020)’ and meets the Preferred Location Guidelines.***

Section 5.10.3 states that *in planning for the expansion of existing and planned public utilities, telecommunication facilities and/or other infrastructure, the County shall encourage the co-location of linear utilities and facilities.*

- ***The nearest installation, a 46-metre Rogers Wireless Lattice Tri-Pole tower, is located approximately 4 km from the centre of the search area. Due to its distance, structural type, and limited height available for additional equipment, it was determined to be unsuitable for co-location. Additionally, the predominance of low-rise structures in the area ruled out the feasibility of a rooftop installation. However, the proposed tower is designed to support and indeed encourage a number of additional carriers.***
- ***The application is in conformity with the policies of the County of Brant Official Plan (2023).***

## **Zoning By-Law 61-16**

The subject lands are zoned Agricultural (A) and Natural Heritage (NH) in the Zoning By-Law 61-16. The following regulations will apply:

Section 4.40(d) (Uses Permitted In All Zones) states that the following uses shall be permitted in all Zones, including those Zones subject to special provisions, unless such use is specifically identified as not being permitted otherwise: *Services and utilities of public agency such as water lines, wastewater lines, gas distribution mains, telecommunications and other cabled services, district energy facilities without cogeneration, pumping stations, and local electric power lines or other communication lines not including electricity generation facilities. However, no goods, material or equipment shall be stored or processed in the open, unless such outside storage or outside processing is specifically permitted in the Zone.*

- ***The application complies with applicable standards of Zoning By-Law 61-16.***

## **Infrastructure/Serviceing**

The proposed telecommunication tower will not require any modification to the existing systems currently in place.

## **Source Water Protection**

Source water protection plans contain a series of locally developed policies that, as they are implemented, protect existing and future sources of municipal drinking water. Municipalities, source protection authorities, local health boards, the Province and others, are responsible for implementing source protection plan policies.

- ***Staff have reviewed Source Water Protection Area mapping, and the subject lands are outside the Source Water Protection area.***

## **Interdepartmental Considerations**

The following comments were received from departments/agencies as part of the circulation of this application:

### **Environmental Planning**

- Based on aerial imagery, there is a significant woodland in the northeast part of the property that is part of a woodland on the property to the east. There is also a watercourse and wetland located on properties to the east. The proposed tower is at least 120 metres from these Natural Heritage System features. As such, Environmental Planning does not have concerns with the proposed location, but recommends that the Justification Report be updated to more accurately reflect the Natural Heritage System Features including areas regulated by GRCA.

- The applicant submitted an updated justification report on December 10, 2024, to address Environmental Planning comments.

#### Grand River Conservation Authority

- Information currently available at our office indicates that the subject lands contain the floodplain and riverine slope hazards associated with Blue Creek. Our regulation limit is mapped as extending to the west property line due to slope hazards.
- Upon further review, GRCA staff have determined some slope hazards were marked around a dug pond, which is not a feature GRCA regulates. As such, we have marked where the regulation limit would not apply due to the slopes around the pond on an attached map. This excludes any development associated with the tower.
- As such, the GRCA has no concerns with this application, and no GRCA permit will be required.
- This is considered to be similar to a minor site plan application. Consistent with GRCA's 2025 approved fee schedule, we will invoice the applicant \$465 for our review.

#### City of Brantford

- No comments or concerns.

#### Development Engineering

- No comments or concerns.

#### Mississauga's of the Credit First Nation (MCFN)

- The Mississaugas of the Credit First Nation hereby notify you that we are the Treaty Holders of the land on which the development of a communication tower will be taking place. This project is located on the Between the Lakes Treaty No. 3, of 1792. Therefore, the MCFN Department of Consultation and Accommodation (DOCA) requires that we be in receipt of all Environmental Study reports and that a Stage 1 Archaeological Study be conducted on the site to determine its archaeological potential and further that the Stage 1 report be submitted to MCFN DOCA for review. If it is determined that a Stage 2 is required, MCFN DOCA is expected to be involved in the field study with MCFN Field Liaison Representation (FLR) on-site participation. This study will be at the cost of the proponent.

#### Fire

- No issues or concerns

#### Operations

- No issues or concerns

## Hydro One

- We are in receipt of your Communication Tower Application, CT2-24-NM dated September 10th, 2024. We have reviewed the documents concerning the noted Plan and have no comments or concerns at this time. Our preliminary review considers issues affecting Hydro One's 'High Voltage Facilities and CorridorLands' only.

## Technology Solutions

- No Objections: No County land in the area requested.

## Parks and Forestry

- No comments

## **Public Considerations**

Public circulation of notices, by mail and newspaper, was undertaken in accordance with *Section 11(B) – Procedure for Public Consultation* as outlined in the County of Brant '**Communication Tower and Communication Antenna Preferred Location Protocol (2020)**'.

- Notices were sent to all neighbouring residences within 500 metres of the subject lands, 30 days prior to the meeting;
- A notice was published in the Brantford Expositor, 30 days prior to the meeting; and
- A notice sign was posted on the subject lands 20 days prior to the meeting date.

This application has completed the following circulation and public consultation process:

- September 10, 2024 – Internal / External Departmental Circulation
- October 8, 2024 – Information Meeting (County of Brant Council)
- October 29, 2024 – Neighbourhood Meeting (Hosted by the Applicant)
- February 11, 2025 – Recommendation Meeting (County of Brant Council)

Notice of the February 11th Council meeting for this application including was circulated by mail on January 15, 2025, to all property owners within 500 metres of the subject lands in accordance with the *Planning Act*. A site visit along with the posting of the Public Notice sign was completed on January 22, 2025.

At the time of writing this report, no additional public comments or correspondence have been received.

## **Conclusions and Recommendations**

Telecommunication Tower Application CT2-24-NM proposes to establish a 40-metre (131.23 ft) self-supported tower situated within a 144-square-metre compound area.

The review of this application focuses on reviews of applicable planning policy (i.e. Planning Act, Provincial Planning Statement, Official Plan), and public consultation and location preferences as outlined in the County of Brant '**Communication Tower and Communication Antenna Preferred Location Protocol (2020)**'.

Review of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)' concludes that:

- a) That Signum Wireless Inc. has completed consultation with the County of Brant and the public, A minimum Stage 1 Archeological Study is to be conducted on the site; and
- b) THAT the Telecommunication Tower as proposed at 182 Governor's Road East is in accordance with Section 4.iii – 'Preferred Location Guidelines' of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)'.

Prepared By:

**Negin Mousavi Berenjaghi, BA**  
Development Planning Student

**Reviewed by:** Jeremy Vink, Director of Planning  
**Submitted By:** Alysha Dyjach, General Manager of Development Services

**Attachments**

- 1. Zoning Map
- 2. Official Plan Map (2023)
- 3. Aerial Map
- 4. Aerial Detailed Map
- 5. Tower Renderings

**Copy to**

Alysha Dyjach, General Manager of Development Services  
 Jeremy Vink, Director of Development Planning  
 Applicant/Agent/ Owner

**File # CT2-24-NM**

**In adopting this report, is a bylaw or agreement required?**

If so, it should be referenced in the recommendation section.

By-Law required? (No)

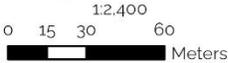
Agreement(s) or other documents to be signed by Mayor and /or Clerk? (No)

Is the necessary by-law or agreement being sent concurrently to Council? (No)

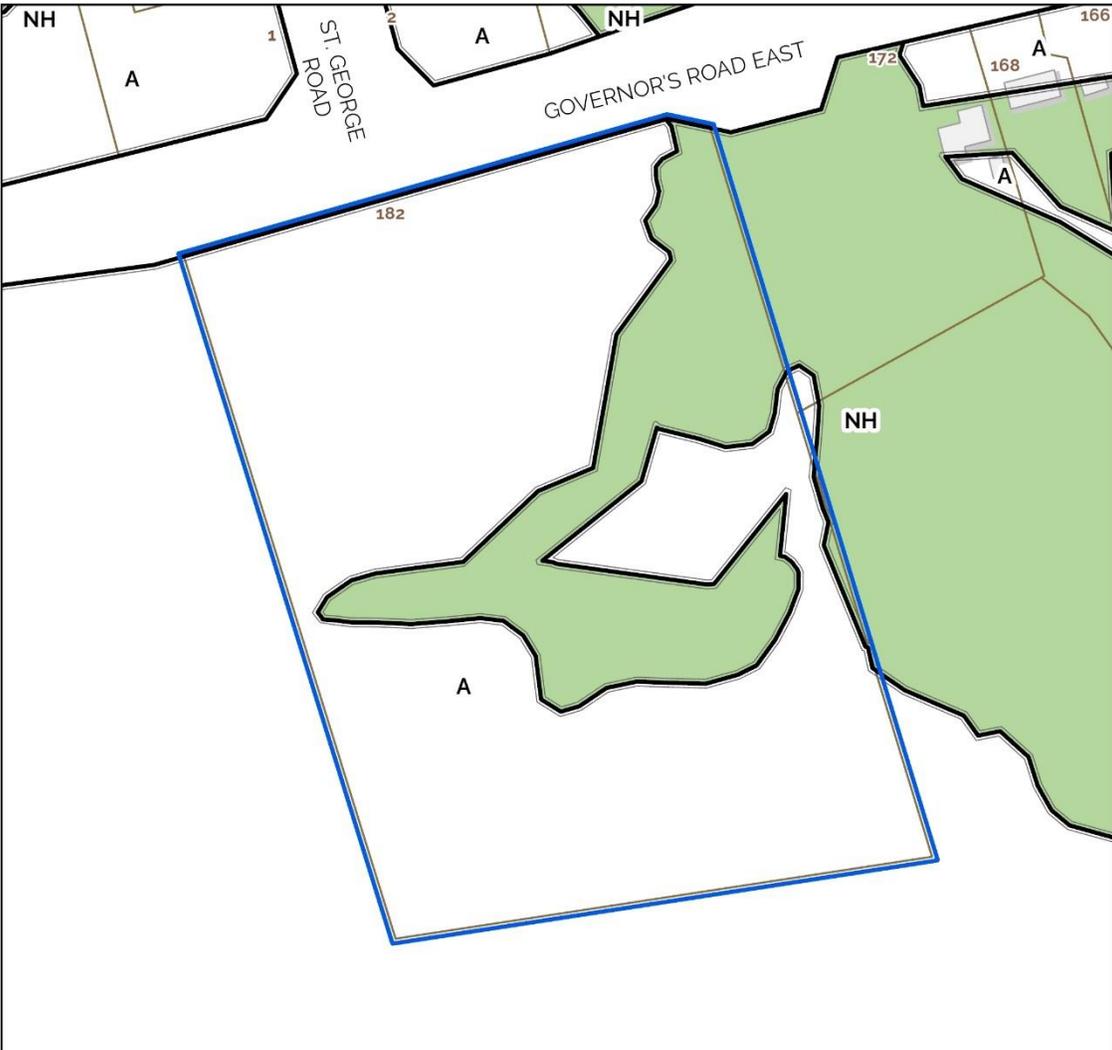
Attachment 1 - Zoning Map

**MAP 1: ZONING  
FILE NUMBER  
CT2-24-NM**

182 Governors Rd E  
County of Brant  
Ontario



Date Printed: 2025-01-13



Attachment 2 - Official Plan Map (2023)

**MAP 2: Official Plan  
FILE NUMBER  
CT2-24-NM**

182 Governors Rd E  
County of Brant  
Ontario

COUNTY OF **Brant** Simply Grand



1:2,440



0 15 30 60 Meters

Date Printed: 2025-01-13



Attachment 3 – Aerial Map

MAP 3: AERIAL IMAGERY 2024  
FILE NUMBER  
CT2-24-NM

182 Governors Rd E  
County of Brant  
Ontario

COUNTY OF **Brant** Simply Grand



1:2,440



Meters

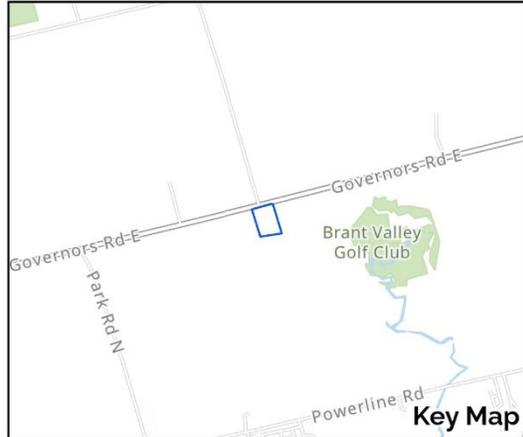
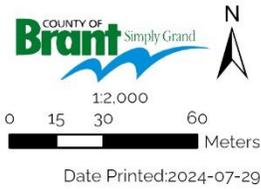
Date Printed: 2025-01-13



Attachment 4 – Aerial Detailed Map

MAP 3: AERIAL IMAGERY 2022  
FILE NUMBER  
CT2-24-KD

182 Governors Rd E  
County of Brant  
Ontario



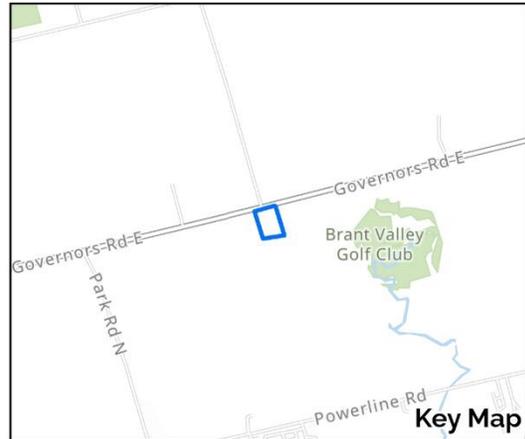
**MAP 4: DETAILED MAP  
FILE NUMBER  
CT2-24-NM**

182 Governors Rd E  
County of Brant  
Ontario



0 15 30 60  
Meters

Date Printed: 2025-01-13





**PROPOSED**

Proposed 40m  
Self-Support tower



**PHOTOGRAPHIC  
SIMULATION**

Proposed 40m Self-Support telecommunication tower disguised. The photo simulation is based on information provided by the signum prior to construction.

**EXISTING**

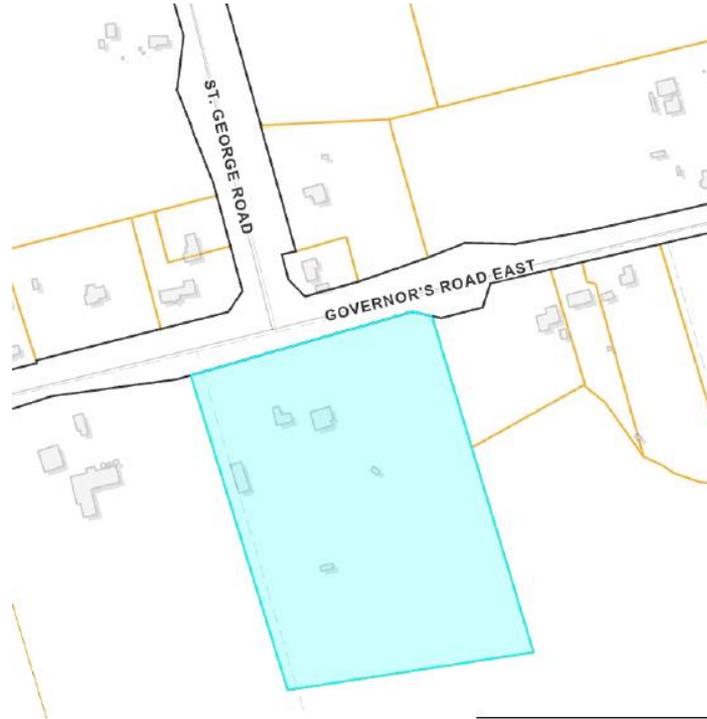


<b>Application No:</b>	<b>CT2-24-NM</b>
<b>Report No:</b>	RPT - 0052 – 25
<b>Application Type:</b>	Telecommunication Tower
<b>Location:</b>	182 Governor’s Road East
<b>Agent/ Applicant:</b>	Lucas Cuff, FONTUR International Inc. On Contract to Signum Wireless Inc.
<b>Owner:</b>	Brandon Nelson and Jennifer Fletcher
<b>Staff Recommendation:</b>	<p>That the Clerk be directed to inform Signum Wireless Inc.:</p> <p><i>a. Signum Wireless Inc. has completed consultation with the County of Brant and the public, A minimum Stage 1 Archeological Study is to be conducted on the site; and</i></p> <p><i>b. The Telecommunication Tower as proposed at 182 Governor’s Road East is in accordance with Section 4.iii – ‘Preferred Location Guidelines’ of the ‘Communication Tower and Communication Antenna Preferred Location Protocol (2020)’.</i></p>

# County of Brant Council



# Property Location

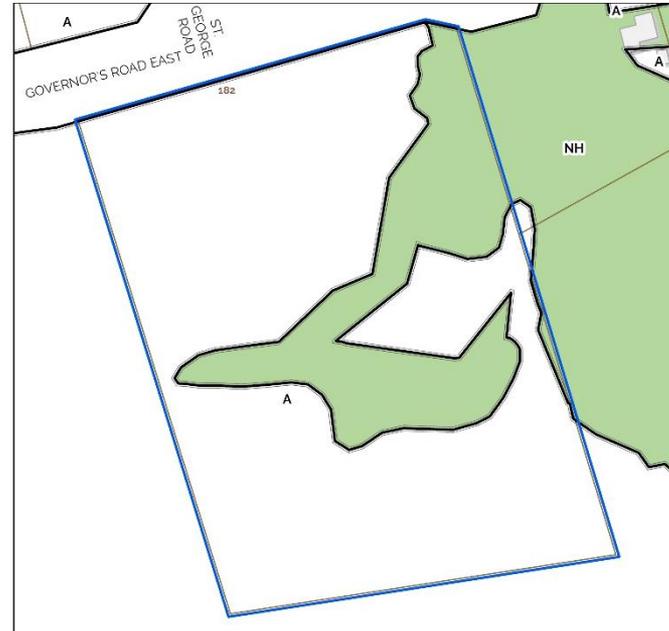


# Official Plan (2023)

# Zoning By-Law (2016)



**Land Use Designation:**  
Countryside and Natural Heritage



**Current Zoning:**  
Agricultural (A) and Natural  
Heritage (NH)

# Proposal

- 40-meter high self-supported tower within a 144 square metres fenced-in compound area
- Supports enhanced coverage and capacity throughout the County, specifically in residential areas and frequently travelled corridors with high demand for signal.

## Supporting Documents

- Proposed Tower Location Plan
- Site Selection Justification Report
- Public Consultation Summary Report
- Photo Renderings



# Proposal

<b>Surrounding Land Use</b>	<b>Preferred Setback (3x tower height)</b>	<b>Provided Setback</b>
Residential Use	120 metres (393.7 ft)	220 metres (721.7 ft)
Natural Heritage Feature	120 metres (393.7 ft)	120 metres (393.7 ft)

- There is a significant woodland in the northeast part of the property that is part of the woodland on the property to the east. There is also a watercourse and wetland located on properties to the east. The proposed tower is at least 120 metres from these Natural Heritage System features.
- A portion of the subject lands is within the GRCA's regulation limit. GRCA raised no concerns with this application, and no GRCA permit will be required.

# Questions?

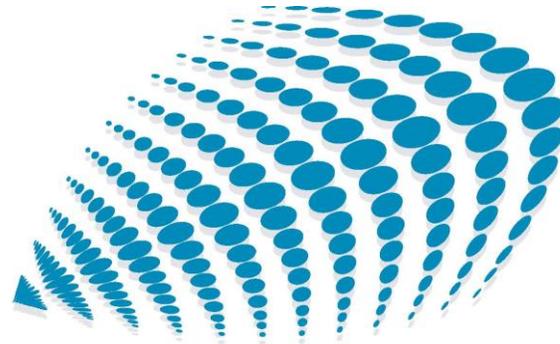
<b>Application No.:</b>	<b>CT2-24-NM</b>
<b>Report No.:</b>	RPT - 0052 – 25
<b>Application Type:</b>	Telecommunication Tower
<b>Subject Lands:</b>	182 Governor's Road East
<b>Agent / Applicant:</b>	Lucas Cuff, FONTUR International Inc. On Contract to Signum Wireless Inc.
<b>Owner:</b>	Brandon Nelson and Jennifer Fletcher



## Staff Recommendation:

That the Clerk be directed to inform Signum Wireless Inc.:

- Signum Wireless Inc. has completed consultation with the County of Brant and the public, A minimum Stage 1 Archeological Study is to be conducted on the site; and
- The Telecommunication Tower as proposed at 182 Governor's Road East is in accordance with Section 4.iii – 'Preferred Location Guidelines' of the 'Communication Tower and Communication Antenna Preferred Location Protocol (2020)'.



# SIGNUM WIRELESS

December 6, 2024

## Public Consultation Summary Report

Wireless Telecommunications Tower Site

182 Governors Rd E, Brant, Ontario N3L 3E1



70 East Beaver Creek, Unit 22  
Richmond Hill, ON, L4B 3B2  
Phone: (647) 376-6195  
Email: lucas.cuff@fonturinternational.com



December 6, 2024

Kayla Deleye  
Supervisor of Development Planning  
Development Services  
County of Brant  
66 Grand River St N, Paris, ON N3L 2M2

**Re: Public Consultation Summary for proposed telecommunication tower  
ON1435 – 182 Governors Rd, Brant, ON N3L**

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Dear Kayla,

Please be advised that the public commenting period for the proposed Signum Wireless telecommunication tower at **182 Governor's Rd** has concluded. Throughout the commenting period starting **October 8th, 2024**, and ending **November 25th, 2024**, there was **one** comment received from the public. We also held a public meeting online via Zoom on **October 29, 2024**, with **three** members of the public attending the meeting.

We believe that Signum Wireless has demonstrated that the proposed wireless telecommunication facility meets the language and intent of Innovation, Science and Economic Development's (ISED) guideline document CPC 2-0-03 and the County's already established *Communication Tower and Communication Antenna Preferred Location Protocol*. In terms of our circulation to the County, we feel that all technical concerns and requirements received through and after the circulation have been addressed and no outstanding issues remain.

We feel that our proposal does not impede on the use and enjoyment of surrounding land uses. Signum Wireless believes it has completed the consultation process in accordance with ISED and the County of Brant standards, and respectfully asks that the County issue a statement of concurrence.

If you have any questions or you require any further information, please do not hesitate to contact me.

Sincerely,

**Lucas Cuff, Municipal Planner**  
**FONTUR International Inc.**  
**On Contract to Signum Wireless Inc.**

## Introduction

The following report is a follow-up to the Telecommunication Application review submitted to the County on July 19, 2024, regarding a proposed 40 Metre Lattice Tri-pole telecommunication tower at 182 Governor's Rd, Brant, ON. A public circulation and meeting has been undertaken in accordance with the County's protocol and Innovation, Science and Economic Development's CPC 2-0-03.

## Public Notification

The public was notified of the proposed tower in accordance with the County's consultation process utilizing Innovation, Science and Economic Development's CPC 2-0-03. Accordingly, residents and property owners within a radius of 500 metres (measured from the base of the tower) were sent an information brochure via regular mail (Appendix A) that was mailed out on October 4<sup>th</sup>, 2024, and arrived on or before October 8<sup>th</sup>, 2024. A newspaper notice was published in The Brant Expositor on October 8<sup>th</sup>, 2024, (Appendix B). A total of 47 property owners/agencies were contacted (Appendix D), an additional notice to Innovation, Science and Economic Development. Appendix C contains the photo of the notification sign on the property. The total public consultation period was 30 days and total commenting period 49 days.

## Public Meeting

A public meeting was held on October 29<sup>th</sup>, 2024, via Zoom, from 6pm-8pm. A total of three members of the public attended the public meeting, along with ward 1 councillor John MacAlpine. Appendix F of this report contains the presentation given at the public meeting. Through the meeting there were two questions asked, both the questions and answers are summarized below.

Attendees	Contact info
Matt Mackinnon	Mattmackinnon1988@yahoo.ca
Grace Christie	Grace.christie@hotmail.com
Brandon Nelson	N/A

Questions	Answers
Is the current tower location permanent?	Yes, the proposed tower location at 182 Governor's Rd is currently the site that Signum plans to move forward with. However, it's important to note that tower placements are influenced by various technical factors and the property owner's preferences. In this case, both Signum and the property owner agreed to place the tower at the back of the property. That said, if the County requests a relocation, we would be open to exploring alternative placements.
Is the property owner receiving any compensation for placing the tower on their property?	Yes, the property owner and Signum have entered into an agreement regarding the proposed tower. While I am not familiar with the specific details of the agreement, telecommunication tower agreements typically span 10 to 20 years. However, the duration for this particular proposal may differ.

--	--

**Conclusion**

As the public comment period has expired and all relevant questions have been answered, Signum Wireless is formally requesting that the County of Brant formally acknowledge this report as the conclusion of consultation procedures for this telecommunication tower and issue a letter of concurrence

Should you have any further questions or concerns pertaining to the consultation process associated with this proposal please do not hesitate to contact the undersigned.

Sincerely,



**Lucas Cuff, Municipal Planner**  
**FONTUR International Inc.**  
**On Contract to Signum Wireless Inc.**

**Appendix A- Public Notification Brochure**

## What about health & safety?

Health and safety are paramount to Signum Wireless. Health Canada has established electromagnetic exposure guidelines, known as Safety Code 6, to ensure the safe operation of wireless antenna installations. Signum Wireless ensures that all of its facilities operate well below the allowable limits measured, taking into account all pre-existing sources and combined effects of additional carrier co-locations; in fact, this site will be thousands of times below the allowable limits.

Health Canada's Safety Code 6 can be read here: [http://www.hc-sc.gc.ca/ewh-semt/pubs/radiation/radio\\_guide-lignes\\_direct/index-eng.php](http://www.hc-sc.gc.ca/ewh-semt/pubs/radiation/radio_guide-lignes_direct/index-eng.php)

Signum Wireless attests that the radio antenna system described in this notification package will be constructed in compliance with the National Building Code of Canada which includes all applicable CSA Radio Communications Regulations.

Regulatory and consultative procedures for telecommunications antennas can be found in Innovation, Science & Economic Development Canada's CPC 2-0-03 Issue 5 (updated in 2014).

Signum Wireless attests that the radio antenna system described in this notification package will comply with Transport Canada / NAV Canada aeronautical safety requirements. Both agencies have yet to complete their review of the proposal.

The proposed facility would include one 12 x 12-metre fenced compound with chain-link and barbed wire-topped fencing installed around the base of the tower and equipment shelter(s), and would include one locked gate access point.

## What about the environment?

Signum Wireless attests that the radio antenna system described in this notification package is exempt from the *Canadian Environmental Assessment Act*.

## How do I get involved?

Signum Wireless is committed to effective public consultation. You are invited to provide comments or inquiries to Signum Wireless about this proposal by mail, electronic mail, or fax. You are also invited to a public meeting via zoom being held on **October 29th** between 6pm to 8pm. Please email below contact for zoom link.

In order to ensure your comments or questions are considered, you must respond by close of business (5:00p.m.) **Wednesday November 11th** to:

FONTUR International Inc.  
70 East Beaver Creek Road, Suite 22  
Richmond Hill, ON L4B 3B2  
Fax: 866-234-7873  
Phone: 647-239-6755  
Email: [ON1435.signum.info@fonturinternational.com](mailto:ON1435.signum.info@fonturinternational.com)

## Your ISED/Federal Government contact

ATTENTION: Tower Issue – 182 Governor's Rd, Paris ON—  
ON1435

Southwestern Ontario District Office  
4475 North Service Road, Suite 100  
Burlington, ON L7L 4X7  
Telephone: 1-855-465-6307  
Fax: 905-639-6551  
Email: [ic.spectrumswodo-spectrebdsoo.ic@canada.ca](mailto:ic.spectrumswodo-spectrebdsoo.ic@canada.ca)

## Your land use authority contact:

Kayla DeLeye  
Supervisor of Development planning  
The County of Brant  
66 Grand River Street North,  
Paris, ON N3L 2M2  
Phone: (226) 387 8653  
Fax: (519) 442 7268  
[kayla.deleye@brant.ca](mailto:kayla.deleye@brant.ca)

For more information:

General information from Innovation, Science & Economic  
Development Canada (ISED):  
<http://strategies.ic.gc.ca/antenna>



## Community Notification

For a 40m Telecommunication Tower

Located at:  
**182 Governor's Rd, Paris, Ontario**  
Coordinates:



43.2909214  
-80.239803

Site Code **ON1435**

### Your local land use authority

The County's Planning division reviews telecommunication towers proposed within the County using the established *Communication Tower and Communication Antenna Preferred Location Protocol*. The County's role is to provide comment on telecommunications towers to proponents and Innovation, Science and Economic Development (ISED). The Federal Government has the exclusive jurisdiction to approve the licensing of towers. The requirement to consult can be found in ISED's document, Client Procedure Circular (CPC) 2-0-03. The purpose of consultation, as outlined in CPC 2-0-03, is to ensure that land use authorities are aware of significant antenna structures and/or installations proposed within their boundaries and that antenna systems are deployed in a manner which considers local surroundings.

Zoning by-laws and site plan approvals do not typically apply to these facilities, and a building permit is not required. Signum Wireless is committed to consultation with the local land use authority (the County of Brant's planning division) and its residents in accordance with ISED's requirements.

This public notification has been designed to provide all the necessary information as required by ISED to those properties that fall within a circulation radius of 500m, measured from the centre of the tower.

### Location Map



### Why is a new tower required?

The purpose of the tower is to provide cellular coverage to the surrounding residents, businesses and passerby traffic. A radio antenna and tower are the two most important parts of a radio communication system. The antenna is needed to send and receive signals for the radio station. The tower raises the antenna above obstructions such as trees and buildings so that it can send and receive these signals clearly.

Each radio station and its antenna system (including the tower) provide radio coverage to a specific geographic area, often called a cell. The antenna system must be carefully located to ensure that it provides a good signal over the whole cell area, without interfering with other stations. In areas where there are many cells, the antennas do not need to be very high. Where the cells are larger, the antennas must be higher above the ground level in order to provide good radio coverage for the whole area.

In this case, Signum Wireless' clients have determined the need for new antennas in the area in order to adequately provide contiguous coverage and service to customers in the County of Brant. Signum Wireless chose this site to allow carriers to avoid problematic situations for customers such as poor voice and data quality, dropped calls, or even the inability to place a mobile call in the subject area.

### Where will it be located?

The proposed site of the tower is at 182 Governor's Rd, approximately 292 metres South of Scenic Drive and 54 metres east of St George Road.

Signum Wireless strongly supports co-location on existing towers and structures. The use of existing structures minimizes the number of new towers required in a given area and is generally a more cost effective way of doing business. Unfortunately in this case, there were no existing structures in the area that were viable alternatives. The next-nearest tower is approximately 4.09km from the proposed location.

The proposed tower would be shared by multiple service providers, eliminating the need for future tower infrastructure in the immediate area.

### What will it look like?

Signum Wireless is proposing a 40 metre Self-Support tower to improve upon the overall poor coverage in your area and to provide space for the equipment of multiple service providers.

Below is a simulation showing the proposed tower.

### Tower Simulation



### Current Image of Property



**Appendix B- Newspaper Notice**  
**(The Brant Expositor – October 8, 2024)**



Chevron's departure from the oil sands, with its main deal with Canada's Natural Resources, was not actively unexpected, as the company concentrates on growth in the Permian basin in the United States and its Tangzi field in Kazakhstan. [www.naturalresources.ca](http://www.naturalresources.ca)

# Chevron Corp. sells oil sands assets to Canadian Natural Resources for \$6.5B

Blockbuster deal further consolidates Canadian companies' control of region

**MARKET WATCH**

In a blockbuster deal clearing all other transactions in the oil sands this year, Chevron Corp. has agreed to sell its stakes in Western Canada to Canadian Natural Resources Ltd. for US\$6.5 billion. The deal involving the sale of Chevron's 20 per cent interest in the Athabasca Oil Sands Project and 70 per cent stake in the Duvre energy site — both located in Alberta — is worth more than \$6.5 billion in Canadian funds, easily doubling the approximately \$4 billion in M&A transactions announced in the Canadian oil industry since the start of the year, according to Guyer Energy Advisors, which directed activity to upstream oil and gas. "Oh, this is big," Guyer president

Tom Fawc said. "More than double what we had in the first nine months of 2024." The deal replaces TotalEnergies Oil Corp.'s \$1.3 billion acquisition of Crow Energy Inc. in August as the largest Canadian transaction of the year and represents the largest transaction for the sector since Chevron Energy Inc. acquired Husky Energy Inc. for \$3.8 billion in 2020. Chevron's move also reinforces a trend of consolidation of ownership in the Canadian oil sands, following the exit of other large international oil producers in recent years, including BP PLC, ConocoPhillips, Devon Energy Corp. and Shell PLC, further consolidating control of Canada's heavy oil deposits in northern Alberta in

the hands of a trio of local firms: CNRL, Cenovus and Suncor Energy Inc. "It's interesting that trend that we saw a few years ago regarding oil sands interests, for sure, by some of the international players divesting," Fawc said. Markets appeared favourable to CNRL's acquisition, with the company's share price rising following the announcement. "The move reflects optimism about the oil sands from the oil companies that know it best," said Heather Karner-Frost, director of energy, natural resources and environment at the Macdonald-Laurier Institute, adding that CNRL has added significant production at very low risk to the company. "Now, CNRL has an even bigger piece of a very good pie," she said. CNRL said it expects production from the acquired assets to average the equivalent of about 60,000 barrels of oil per day in 2025, along

with about 170 million cubic feet per day of natural gas and 30,000 barrels per day of liquids. The Calgary-based producer is financing the deal with US\$4-billion loans from the Bank of Nova Scotia and Royal Bank of Canada. The all-cash deal has an effective date of Sept. 1 and is expected to close during the fourth quarter, subject to regulatory approval. CNRL on Monday also announced it will increase its quarterly dividend by seven per cent. Chevron's departure from the oil sands was not actively unexpected since the company had previously indicated a \$6-billion sale during the next few years as it concentrates on growth in the Permian basin in the United States and its Tangzi field in Kazakhstan, where a US\$4-billion expansion project is nearing completion. Market watchers have specu-



lated that international players have exited Canada's oil sands sector in recent years due to the costly and emissions-intensive nature of the basin, fueling concerns about the future viability of Canadian heavy oil exports, though the sector received a jolt last spring with the completion of the Trans Mountain pipeline expansion, which has opened Asian markets to Canadian crude. "We expect Alberta's access to Asian markets to continue to grow," the press secretary for Alberta Energy Minister Eleni Jones said in a statement. "Our premier has called on Alberta's energy industry to increase production and we intend to do so while making the most ethical and responsibly produced oil in the world. We are confident in the long-term future of the oil sands."

Previously, Canadian producers had largely sold to non-parties in U.S. markets, forcing already discounts on their barrels of crude. The Trans Mountain pipeline's expansion allowed 26 million more barrels of crude to be shipped to the country's West Coast from June to mid-September, almost two-thirds of which headed to China, India, South Korea and Brazil. Oil companies, including CNRL, have largely been plowing profits into shareholder returns rather than investing in exploration. Some analysts questioned that the deal with Chevron could slow CNRL's promised payouts to investors. "Although we do not doubt the company's ability to capture multi-annual returns through operational efficiency, we do caution the return of capital given the timeline under the current plan," Toronto-based analyst at National Bank of Canada, said in a note. *Heather Frost*

**Classifieds**  
The classified ad. Email: [classifieds@expostions.com](mailto:classifieds@expostions.com) | Phone: 1-877-363-3333

**Public Notices**

**PUBLIC NOTICE**  
TELECOMMUNICATION TOWER PROPOSAL

Signum Wireless, in accordance with its obligations under the Telecommunications Act and Innovation, Science and Economic Development Canada's (ISED) CRTC 2014-003 (2014), hereby notifies the residents in the vicinity of Dawson's Rd and St George Rd in the County of Sherburne in Ontario of its intention to develop a Telecommunication Tower at the location shown here consisting of:

- A 40 Meter Self Support telecommunication tower
- An equipment shelter at the base,
- and perimeter security fencing.

The purpose of the proposed tower is to provide the infrastructure to certain to provide wireless communication services in the immediate area.

**40 Meter Self Support Tower**  
102 Dawson Road, Sherb, ON

Co-ordinates: 43.20014, -80.20000

ANY PERSON who may have a written objection to the individual listed below before **November 18, 2024**, with respect to this notice. A public meeting will be held via zoom on **October 29** between 9pm to 10pm, please contact below for the zoom link.

**PLACING THIS NOTICE** that the approval of telecommunication facilities and their design are under the exclusive jurisdiction of the Government of Canada through Innovation, Science and Economic Development Canada.

Signum Wireless - coordinated by:  
Randy Taylor  
1910010 International Inc.  
101 East Beaver Creek Rd, Suite 202  
Richmond Hill, ON L4B 3R2  
Tel: 905-293-1910  
Email: [rtaylor@signumwireless.com](mailto:rtaylor@signumwireless.com)

ISED Contact:  
Rajya Chakraborty  
Supervisor of Development Planning  
The County of Sherburne  
100 Somerset St. West, North York, ON M2N 2R2  
Phone: (416) 997-9520  
Fax: (416) 442-1258  
Email: [rajya.chakraborty@ISED.ca](mailto:rajya.chakraborty@ISED.ca)

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**CLASSIFINDS! FIND STUFF HERE!**

**Obituaries**

**Obituaries**

**FLEYCHER, Kristine**  
February 15, 1965 - September 20, 2024

Kristine Fleycher, known to most as Kris, was born in Mississauga, Ontario on February 15, 1965 to her loving parents Jack Fleycher and Patricia O'Donoghue. Kris was the youngest of her four sisters, Sharon, Lynette, and Jacque, who she loved dearly.

After graduating from Queens University in Kingston, Ontario, Kris pursued a career in diplomacy, which moved her to Houston, Texas. There she met her life partner, husband, and the love of her life Rick Schroeder.

Kris and Rick were married in Marlborough, Ontario, the town where she was raised on March 17, 1995. They moved to Marlborough, Kansas, where they began their careers as accountants and associated their family.

Kris was an accomplished optometrist who cared deeply for her patients, and whose patients cared (if possible, even more) deeply for her. She spent her career working part time so she could spend her time with what she cared most about her family.

Kris was a devoted mother who put her family above all. She was the mother of three children, Aimee, Jackson, and Sydney who she loved immensely. Kris also loved creating a home. She made her home warm and loving to all, especially to her family. She was a talented baker, and crafter, Kansas sports fan, and had an incredible eye for fashion and interior design.

In the spring of 2024, Kris was given the unforeseen diagnosis of lung cancer. She bravely fought the disease and now rests alongside her family with extreme strength, grace, and dignity. On September 20, 2024, Kris passed away with her family by her side. She left behind a room without pain, but only with love. She will be profoundly missed.

Memorial services will be held in her home on October 11, 2024 at 10:00am, at the First United Methodist Church, 404 Poplar Avenue, Marlborough, Kansas 66504.

Donations in memory of Kris appreciated to World Vision via their website ([www.worldvision.org](http://www.worldvision.org)) or may be sent in care of the Yergensen-Melton-Lockhart Funeral Home, 1414 Poplar Avenue, Marlborough, Kansas 66504. [info@meltonlockhart.com](mailto:info@meltonlockhart.com)

**Obituaries**

**RUSSELL, Ellen Elizabeth**  
Jan 17, 1962 - Sep 24, 2024

It is with great sadness and loving hearts that the family of Ellen Elizabeth Russell announces her unexpected passing on Tuesday Sept 24, 2024. Loving wife, mother and grandmother. Born in Bradford June 17, 1962. Survived by her husband of 30 years Victor Russell, sons Mark Russell, Michael Russell, grandchildren Arden, Hagan and Liam Russell, brothers Ryan and Terry Higgins. Predeceased: Parents Ryan and Jean Higgins, brother Mike Higgins.

Funeral services will be held in her home on October 11, 2024 at 10:00am, at the First United Methodist Church, 404 Poplar Avenue, Marlborough, Kansas 66504.

Donations in memory of Kris appreciated to World Vision via their website ([www.worldvision.org](http://www.worldvision.org)) or may be sent in care of the Yergensen-Melton-Lockhart Funeral Home, 1414 Poplar Avenue, Marlborough, Kansas 66504. [info@meltonlockhart.com](mailto:info@meltonlockhart.com)

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**NORTH END RENOVATED APARTMENT**  
Mature Lifestyle  
1 bedroom apartment  
\$1349 utilities included  
519-756-4831

**Obituaries**

**RUSSELL, Ellen Elizabeth**  
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Public Notices



# PUBLIC NOTICE

## TELECOMMUNICATION TOWER PROPOSAL

Signum Wireless, in accordance with its obligations under the *Radiocommunications Act* and Innovation, Science and Economic Development Canada procedure CPC-2-0-03 (2014), hereby notifies the residents in the vicinity of Governor's Rd and St George Rd in the County of Brant of its intentions to develop a Telecommunication Tower at the location shown here consisting of:

- A 40 Metre Self Support telecommunication tower
- An equipment shelter at the base,
- and perimeter security fencing

The purpose of the proposed tower is to provide the infrastructure for carriers to improve wireless communication services in the immediate area.



Co-ordinates: 43.209214, -80.239803

**ANY PERSON** may make a written submission to the individuals listed below before **November 11th, 2024**, with respect to this matter. A public meeting will be held via zoom on **October 29** between 6pm to 8pm, please contact below for the zoom link.

**PLEASE TAKE NOTICE** that the approval of telecommunication facilities and their design are under the exclusive jurisdiction of the Government of Canada through Innovation, Science and Economic Development Canada.

**Signum Wireless - contracted to:**  
 Sarah Taylor  
 FONTUR International Inc.  
 70 East Beaver Creek Rd, Suite 22  
 Richmond Hill, ON L4B 3B2  
 Fax: 866-234-7873  
 Email:  
[ont1435.signum.info@fonturinternational.com](mailto:ont1435.signum.info@fonturinternational.com)

**LUA Contact:**  
 Kayla DeLeye  
 Supervisor of Development planning  
 The County of Brant  
 68 Grand River Street North,  
 Paris, ON N3L 2M2  
 Phone: (226) 387 8653  
 Fax: (519) 442 7268  
[Kayla.deleye@brant.ca](mailto:Kayla.deleye@brant.ca)

### Condos and Apartments

**North End**  
 96 Morton Ave, 2 Bdrm, 1 Bath, Mainly seniors building, quiet \$1,500.00 + water  
 Call: 519-753-7579 Email: [didave@rogers.com](mailto:didave@rogers.com)

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 \$1499 utilities included  
 519-756-4831

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 Call today to place yours!

# ATTENTION!

**Appendix C – Notification Sign**



## PUBLIC NOTICE PROPOSED TELECOMMUNICATION TOWER

SIGNUM WIRELESS HAS PROPOSED TO LOCATE A TELECOMMUNICATION FACILITY, DESIGNED AS A SELF SUPPORT TELECOMMUNICATION TOWER AND BEING 40 METRES IN HEIGHT, AND INCLUDING A 144m<sup>2</sup> FENCED EQUIPMENT COMPOUND, ON THIS PROPERTY (182 GOVERNORS RD E, PARIS).

A PUBLIC MEETING WILL BE HELD ON ZOOM BETWEEN 8:00 AND 8:00 P.M. ON OCTOBER 29TH PLEASE CONTACT BELOW FOR THE ZOOM LINK FOR ADDITIONAL INFORMATION RELATED TO THIS PROPOSED TOWER AND SITE WILL BE AVAILABLE THROUGH THE FOLLOWING CONTACTS:



**Signum Wireless - contracted to:**  
Sarah Taylor  
FONTUR International Inc.  
70 East Beaver Creek Road, Unit 22, Richmond Hill, ON, L4B 3B2  
Fax: 884-234-7873  
Email:  
ON1435.signum.info@fonturinternational.com

**Municipal Contact:**  
Kayla Deleye,  
Supervisor of Development Planning  
Development Services  
County of Brant  
66 Grand River Street North, Paris ON,  
N3L 2M2  
P. 224-387-8453  
kayla.deleye@brant.ca.

ANY PERSON MAY MAKE A WRITTEN SUBMISSION TO THE INDIVIDUALS LISTED BEFORE NOVEMBER 11TH 2024 WITH RESPECT TO THIS MATTER.  
PLEASE TAKE NOTICE THAT THE APPROVAL OF TELECOMMUNICATION FACILITIES AND THEIR DESIGN ARE UNDER THE EXCLUSIVE JURISDICTION OF THE GOVERNMENT OF CANADA THROUGH INDUSTRY CANADA.

**Appendix D- Public Mailing List**

BELTON CHRISTOPHER MICHAEL  
BELTON NICOLE ELAN  
168 GOVERNORS RD E  
PARIS ON  
N3L 3E1

KING REGINA MONICA  
KING GEORGE LYLE  
132 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

BAILEY DONALD SPENCER BRUCE  
BAILEY LESA JAYNE  
160 GOVERNOR'S RD  
PARIS ON  
N3L 3E1

BAILEY DONALD SPENCER BRUCE  
BAILEY LESA JAYNE  
160 GOVERNOR'S RD  
PARIS ON  
N3L 3E1

JERSEYVILLE FARMS LIMITED  
C/O EDWARD Y MORWICK  
97 JOHN ST S  
HAMILTON ON  
L8N 2C2

JERSEYVILLE FARMS LIMITED  
C/O EDWARD Y MORWICK  
97 JOHN ST S  
HAMILTON ON  
L8N 2C2

JERSEYVILLE FARMS LIMITED  
C/O EDWARD Y MORWICK  
97 JOHN ST S  
HAMILTON ON  
L8N 2C2

CAMERON RONALD WILLIAM  
166 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

FREY MARK ALAN  
MACPHERSON DIANA  
140 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

MCCORMACK PAULA DELL  
MCCORMACK BARRY ERNEST  
143 POWERLINE RD  
BRANTFORD ON  
N3T 5L8

MCCORMACK PAULA DELL  
MCCORMACK BARRY ERNEST  
143 POWERLINE RD  
BRANTFORD ON  
N3T 5L8

BAILEY ROBERT JOHN  
BAILEY KELLY SUSAN  
172 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

GOWLAND FARMS LTD  
4154 HIGHWAY 99  
RR 2  
PO BOX 209  
LYNDEN ON  
L0R 1T0

GOWLAND FARMS LTD  
4154 HIGHWAY 99  
RR 2  
PO BOX 209  
LYNDEN ON  
L0R 1T0

BURNBRIDGE MARK DAVID  
BURNBRIDGE ERINN LEE DAWN  
204 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

WENZEL RANDOLPH WILLIAM  
WENZEL CLAUDETTE  
124 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

BRANT VALLEY GOLF CLUB LIMITED  
C/O GOLF NORTH PROPERTIES IN  
400 GOLF COURSE RD  
CONESTOGO ON  
N0B 1N0

BRANT VALLEY GOLF CLUB LIMITED  
C/O GOLF NORTH PROPERTIES IN  
400 GOLF COURSE RD  
CONESTOGO ON  
N0B 1N0

DEWEERD JOHN  
GROENEWEGEN NEELTJE C  
169 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

BELANCO RUSSELL J TRUSTEE  
207 GOVERNORS RD E  
PARIS ON  
N3L 3E1

BELANCO RUSSELL J TRUSTEE  
207 GOVERNORS RD E  
PARIS ON  
N3L 3E1

WILCOCK GORDON ROBERT  
WILCOCK DIANE ELIZABETH  
28 ST GEORGE RD  
PARIS ON  
N3L 3E1

WINKLE DAVE JOSEPH  
WINKLE MERCEDES LUCIA  
6 ST GEORGE RD  
PARIS ON  
N3L 3E1

SHARMA SHREEKANT  
SHARMA POONAM  
37 ST GEORGE RD  
PARIS ON  
N3L 3E1

SCHUURMAN DARREN BRADLEY  
GROENEWEG ROSANNA LYN  
3 ST GEORGE RD  
PARIS ON  
N3L 3E1

O'DONNELL JOSEPH PATRICK  
O'DONNELL JULIE AMANDA  
1 ST GEORGE RD  
PARIS ON  
N3L 3E1

PUGLIESE PETER  
PUGLIESE MATTHEW JOSEPH  
129 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

PATE THOMAS WILSON  
PATE JOHN FREDERICK WILSON  
251 POWERLINE RD  
BRANTFORD ON  
N3T 5L8

PATE THOMAS WILSON  
PATE JOHN FREDERICK WILSON  
251 POWERLINE RD  
BRANTFORD ON  
N3T 5L8

CICORIA VINCENT  
CICORIA ANNA  
167 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

**MACALPINE DAVID WALLACE  
MACALPINE RUTH ANN**  
135 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

**EELKEMA DAVID WESLEY  
EELKEMA MELISSA ADA**  
32 LYONS RD  
PARIS ON  
N3L 3E1

**EELKEMA DAVID WESLEY  
EELKEMA MELISSA ADA**  
32 LYONS RD  
PARIS ON  
N3L 3E1

**EELKEMA DAVID WESLEY  
EELKEMA MELISSA ADA**  
32 LYONS RD  
PARIS ON  
N3L 3E1

**SLACK SHARON LEE**  
97 BANFF ST  
CALEDONIA ON  
N3W 1C3

**SLACK SHARON LEE**  
97 BANFF ST  
CALEDONIA ON  
N3W 1C3

**OSMOND DELANO GARRY  
OSMOND KIMMY LEA**  
141 GOVERNOR'S RD E  
RR 1  
PARIS ON  
N3L 3E1

**OSMOND DELANO GARRY  
OSMOND KIMMY LEA**  
141 GOVERNOR'S RD E  
RR 1  
PARIS ON  
N3L 3E1

**WITTEVEEN DOUGLAS JOHN  
WITTEVEEN GAYLE SHIRLEY**  
20 ST GEORGE RD  
PARIS ON  
N3L 3E1

**KING JAMES RICHARD  
KING LUCINDA ANNE**  
15 ST GEORGE RD  
PARIS ON  
N3L 3E1

**BAILEY PATRICK JOSEPH**  
189 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

**VOLPE DOLINDA**  
10 PIPPIN DR  
BRANTFORD ON  
N3R 5V7

**EBY ORTON ELVIN  
EBY DONNA/DELORES**  
121 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

**POPIEL JOSEPH PETER  
POPIEL ANNE MICHELLE**  
113 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

**POPIEL JOSEPH PETER  
POPIEL ANNE MICHELLE**  
113 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1

**MOCK RICHARD ERNEST  
ROSEBRUGH ANDRIA DAWN**  
2 ST GEORGE RD  
PARIS ON  
N3L 3E1

**NELSON BRANDON ALLAN  
FLETCHER JENNIFER MICHELLE**  
182 GOVERNOR'S RD E  
PARIS ON  
N3L 3E1



**Appendix E – Comment from the Public**

1. **Brenda Irvine – Address Unknown**

**From:** [ON1435 Signum Info](#)  
**To:** [Brenda Irvine](#)  
**Subject:** RE: Notification accuracy  
**Date:** November 4, 2024 9:36:00 AM

---

Good morning Brenda,

I am writing in response to your comments submitted on October 24, 2024, regarding proposed telecommunication tower at 182 Governor's Rd.

Thank you for pointing out the error in our notification material. Please have our apologies and we will continue to proof-read our notification material to ensure the correct information is circulated in the future.

Regarding re-circulation, we feel that the notification material indicates the location of the tower despite the error in the "Where will it be located?" section. Take for example, the front of the pamphlet shows the specific address and mapping of where the proposed tower will be placed. As such we will not be re-circulating.

Please note that your comments and this response will be registered to the County of Brant in our final Public Consultation Summary Report. The County will review and provide either a letter of concurrence or non-concurrence with the final decision being made by ISED Canada. If you still have any comments or concerns, please note that you have 21 days to follow up, as per ISED standards outlined in the CPC-2-03-i5 document.

We hope this email addresses your concerns.

Warm regards,

The Fontur International Team.

---

**From:** Brenda Irvine <[bgirvine@silomail.com](mailto:bgirvine@silomail.com)>  
**Sent:** October 24, 2024 12:04 PM  
**To:** ON1435 Signum Info <[on1435.signum.info@fonturinternational.com](mailto:on1435.signum.info@fonturinternational.com)>  
**Subject:** Notification accuracy

Hello

We received a recent Community Notification pamphlet regarding a 40m telecommunication tower that is proposed to be built near to us.

Under "Where will it be located?", the verbiage indicates the proposed site is 292 metres south of Scenic Drive and 54 metres east of St. George Rd. This is incorrect information. I can believe it is located 292 metres south of Governor's Rd. E..... not Scenic Drive.

Since this pamphlet is supposed to educate nearby residents and accurately reflect the location of the proposed project, it would behoove your organization to make an effort to properly proof-read the material before circulating it.

Will you make an effort to re-circulate corrected information?

Regards,  
Brenda Irvine

**Appendix F – Public Meeting Presentation**

# Signum Wireless

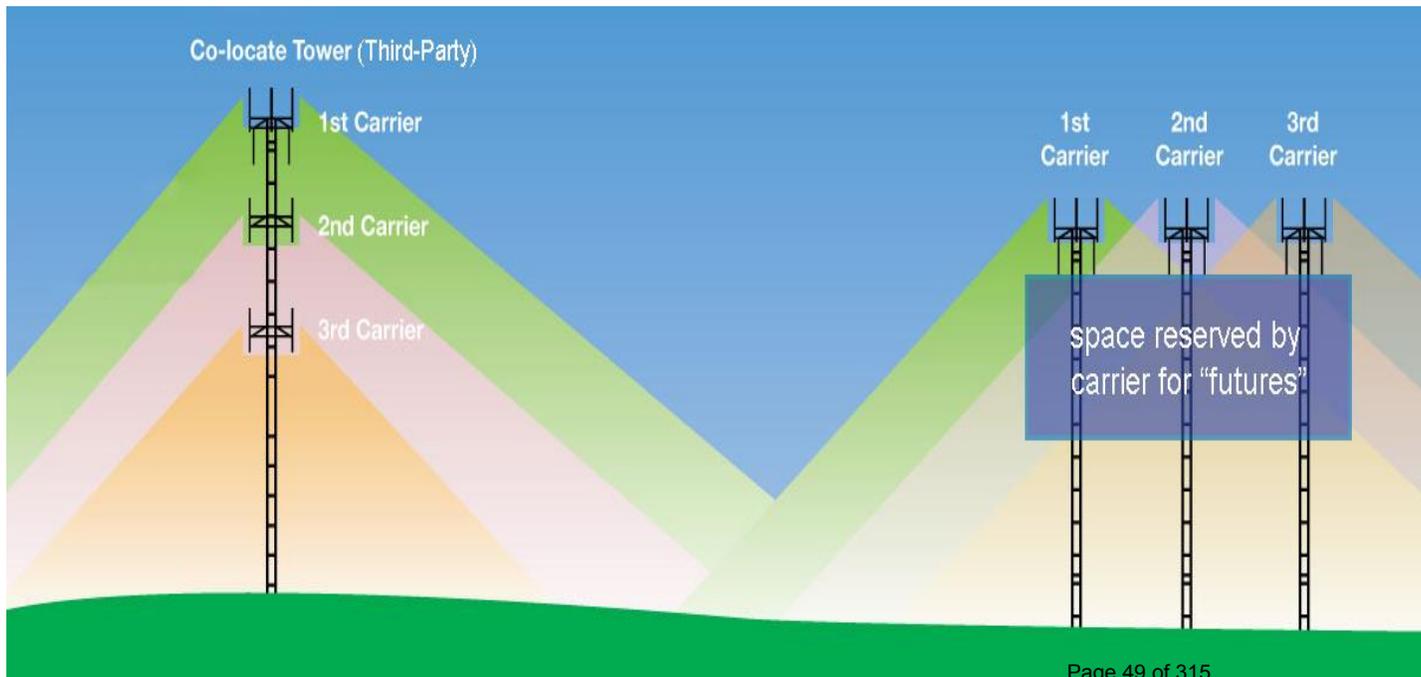
Telecommunication Tower Proposal  
182 Governors Road East

Prepared by FONTUR International

October 29, 2024

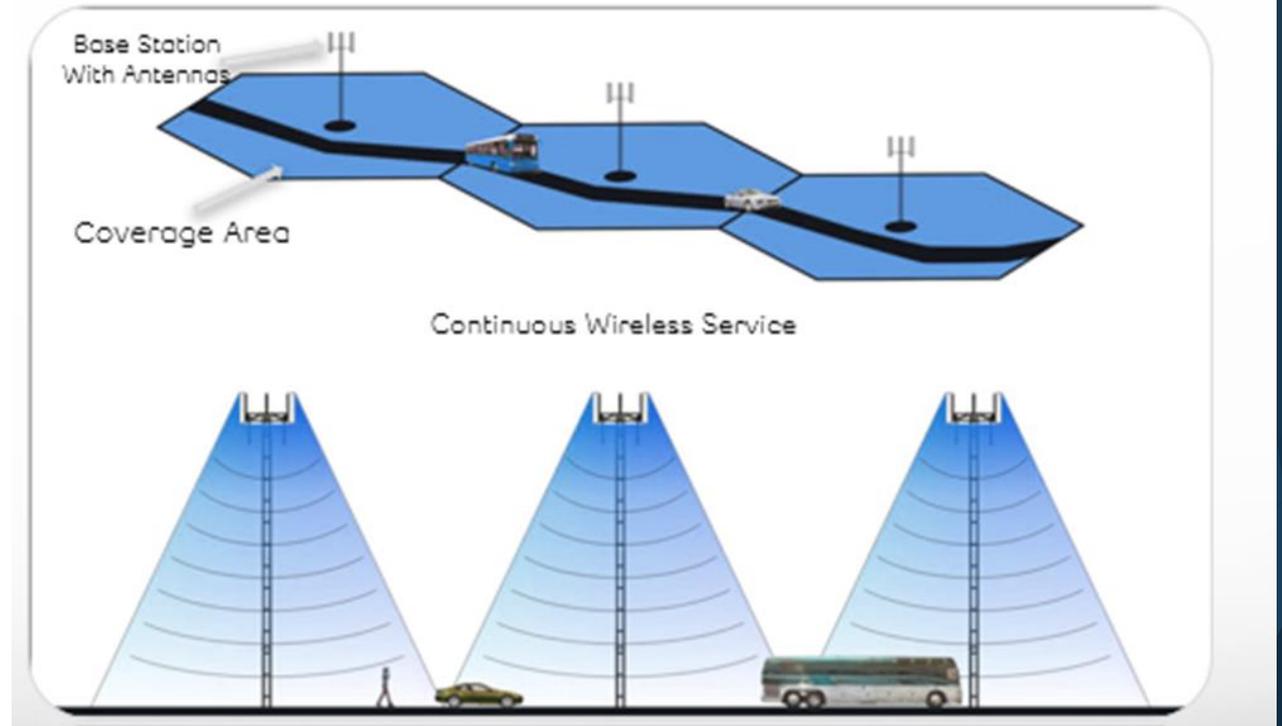
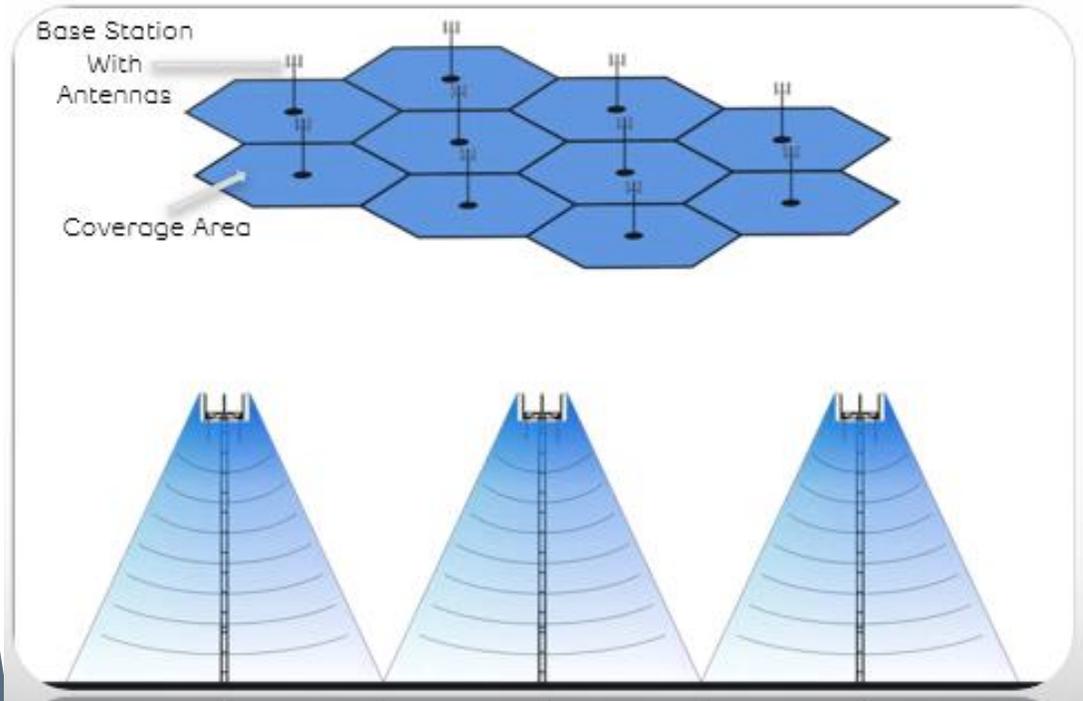
# Signum Wireless Corporation

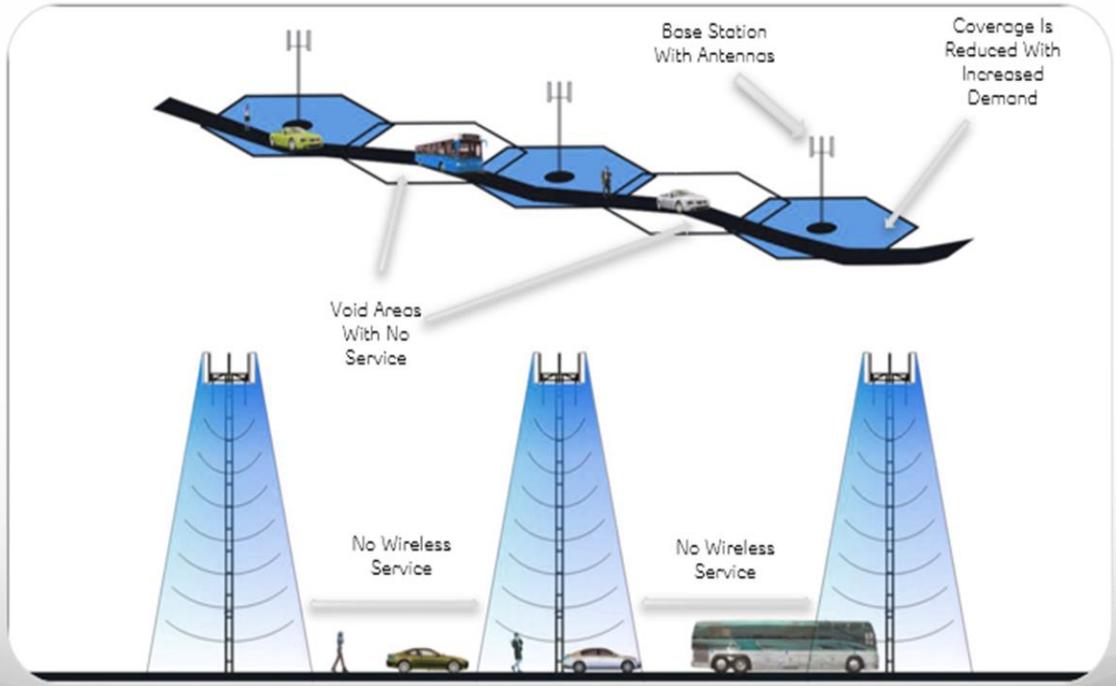
- ▶ Third party tower builder
- ▶ Room for up to three carriers on a single tower
- ▶ Works to reduce tower proliferation



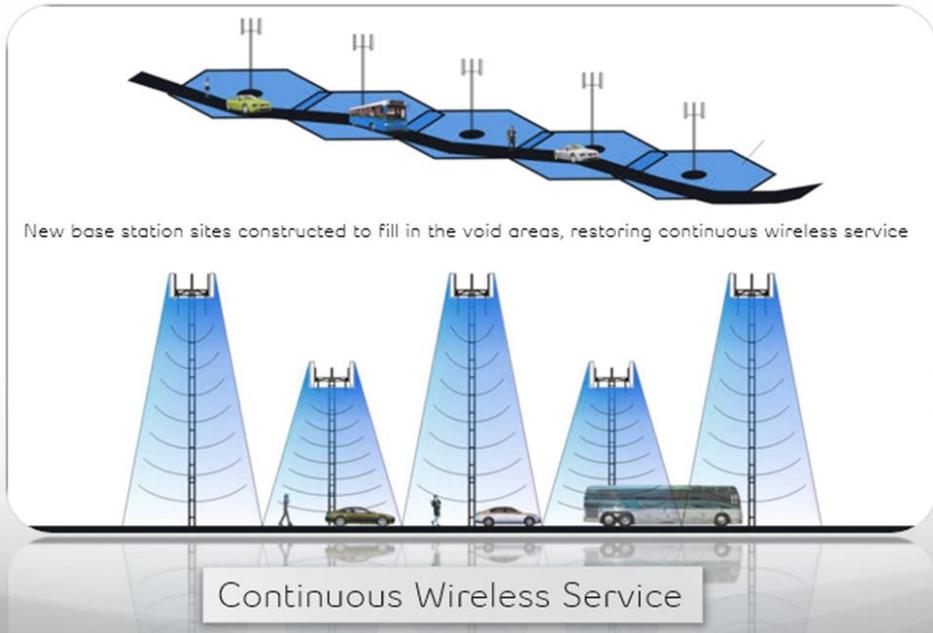
# What is a Wireless Network?

A network is a series of interconnected parts.





Continuous coverage restored by filling gaps



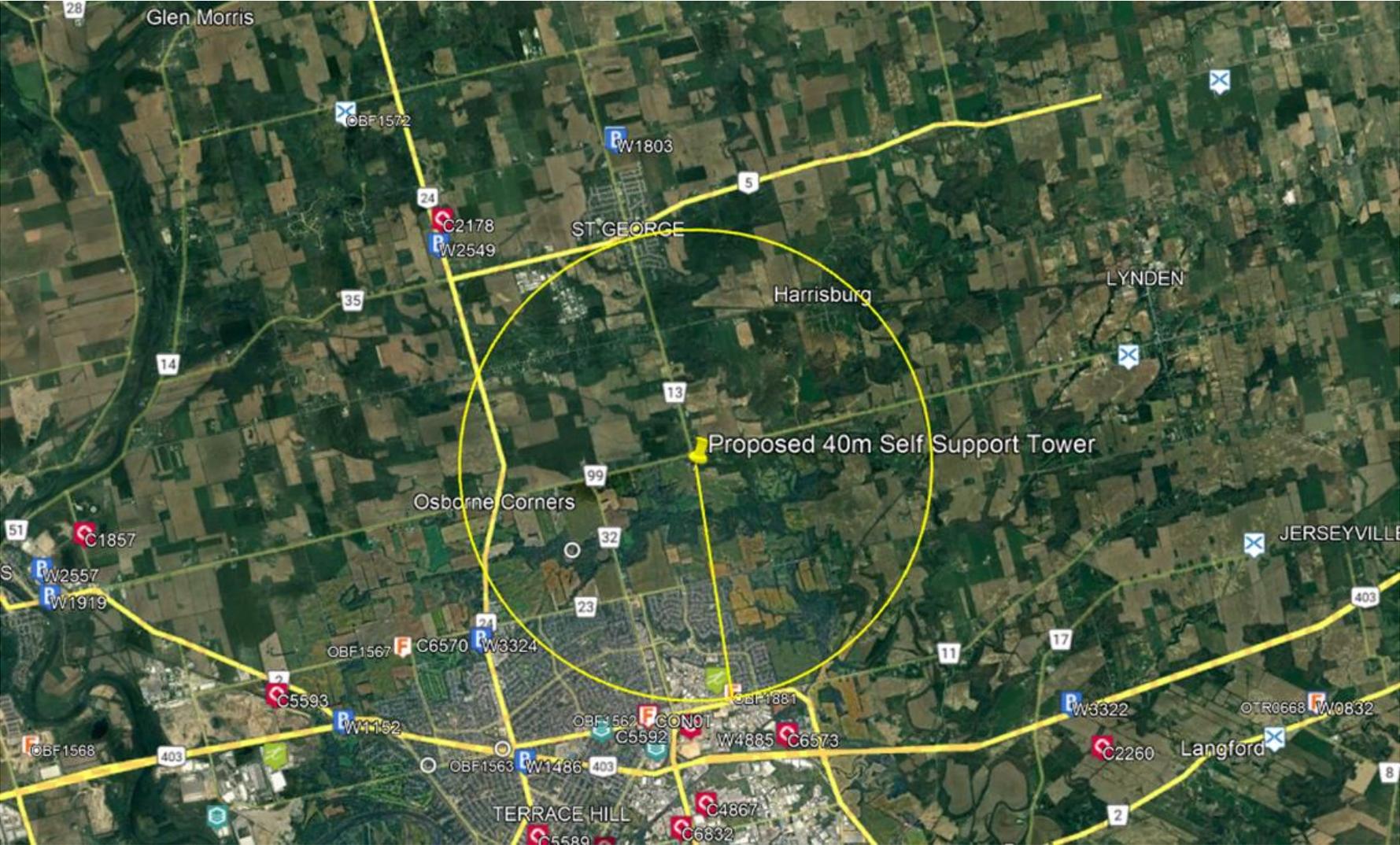
# Proposed Tower Location

## Municipal Owned Property

- ▶ SIGNUM is proposing an 40.0m self-support telecommunication tower
- ▶ Access from Governors Rd E
- ▶ Tower is placed at the back end of the property
- ▶ Proposed compound is approximately 144m<sup>2</sup>
  - ▶ With a 2.4m high chain link security fence.



# Proposed Site in Relation to Existing Infrastructure



# Photo Simulations

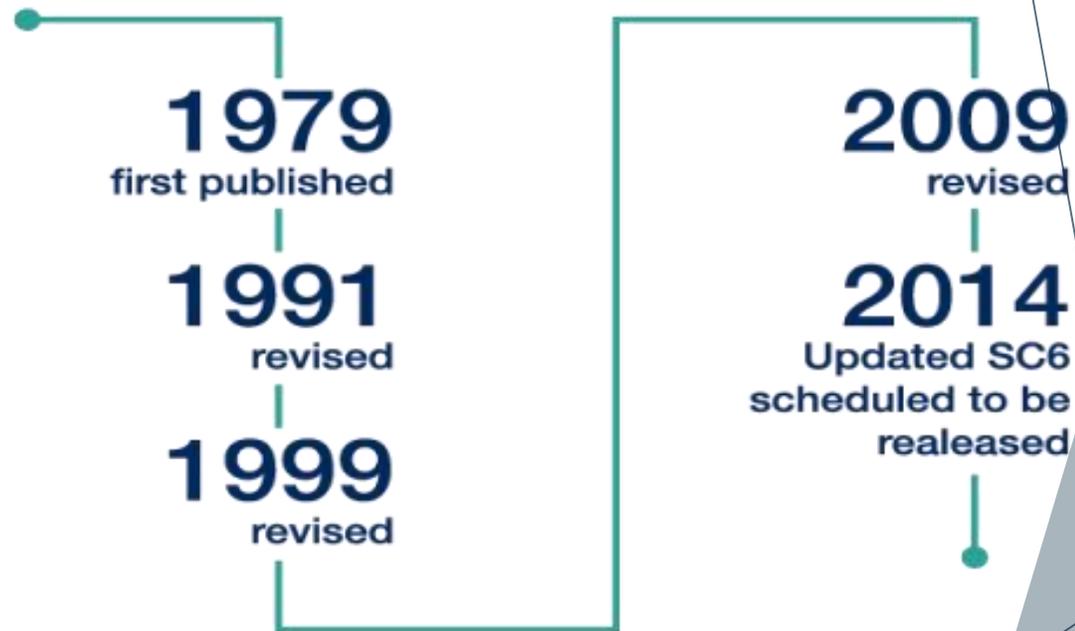
## ► Governors Road East



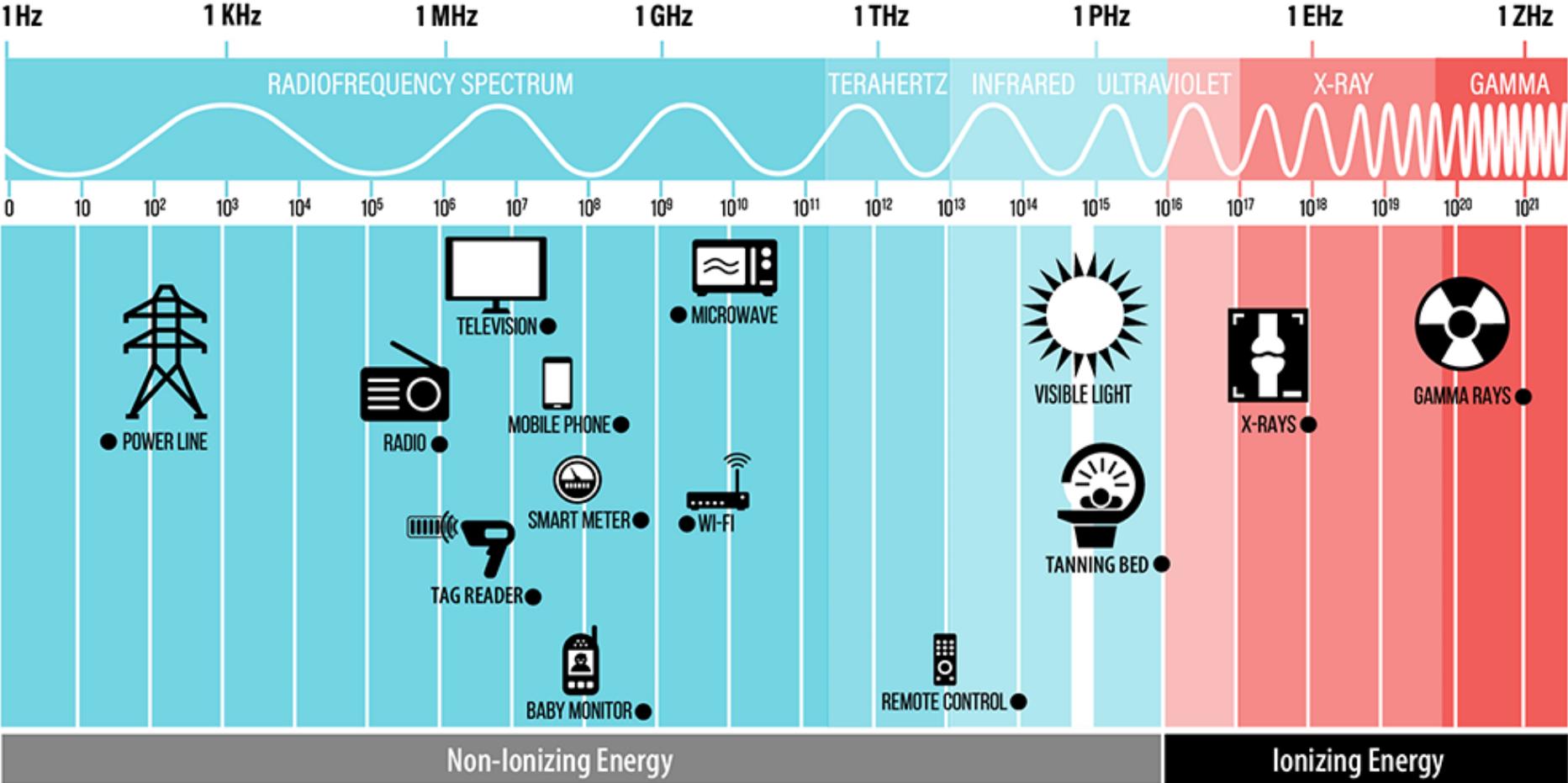
# Safety Code 6

## Safety Code 6

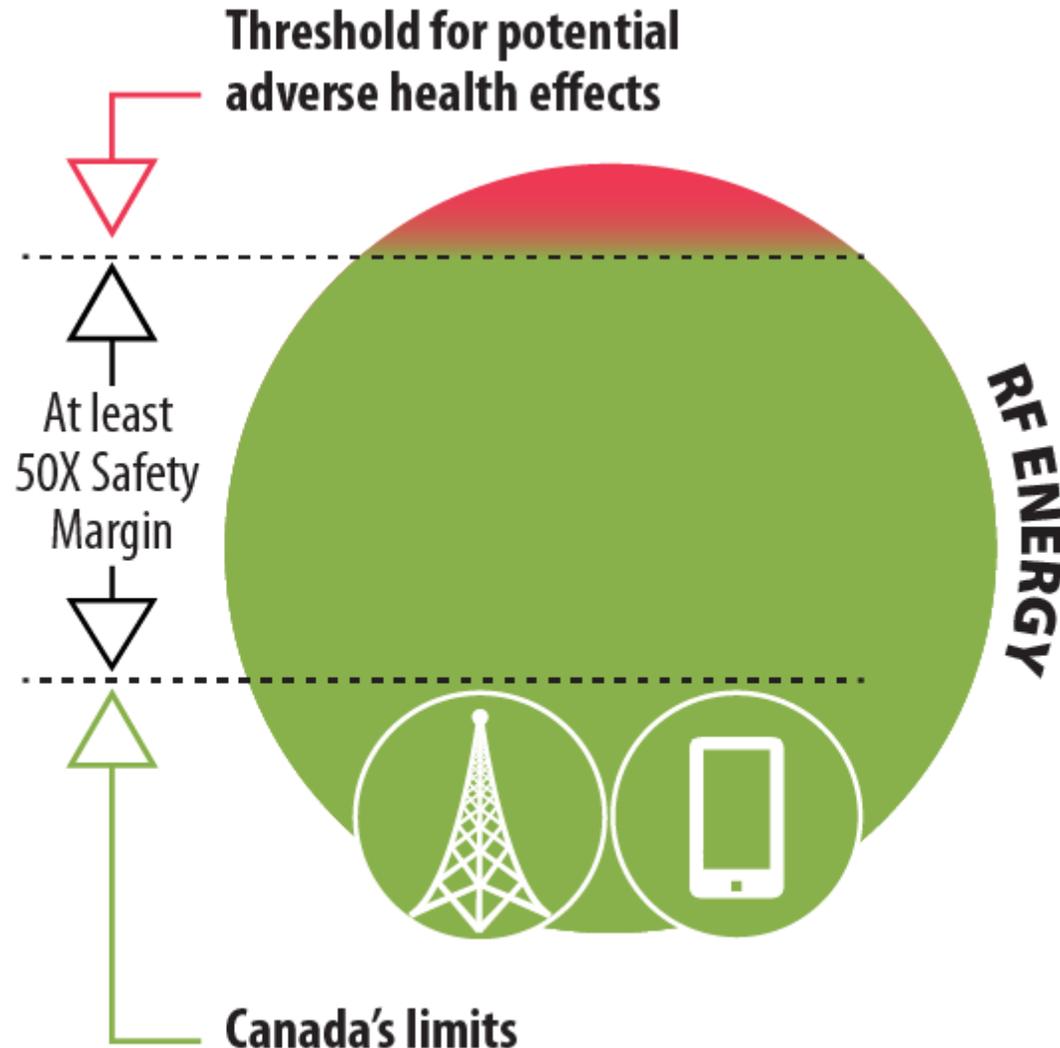
or the **Code** is Canada's national standard on human exposure to radiofrequency electromagnetic fields. The Code is a comprehensive document that sets out safety requirements for the installation and use of radiofrequency (RF) and microwave devices that operate in the frequency range from 3 kHz to 300 GHz.



# Safety Code 6 – Radiofrequency Spectrum



# Safety Code 6



Health Canada

Email: [hcinfo.infosc@canada.ca](mailto:hcinfo.infosc@canada.ca)

Telephone: 613-957-2991

Toll free: 1-866-225-0709

Facsimile: 613-941-5366

# Conclusion



Wireless service in the County of Brant needs upgrading to serve current and future needs

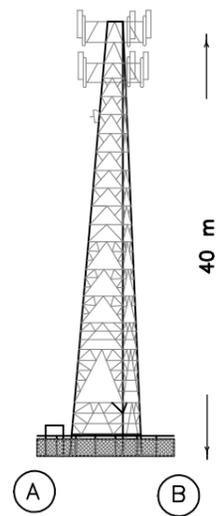


This one tower will be able to accommodate up to three carriers, preventing tower proliferation in and around the County of Brant

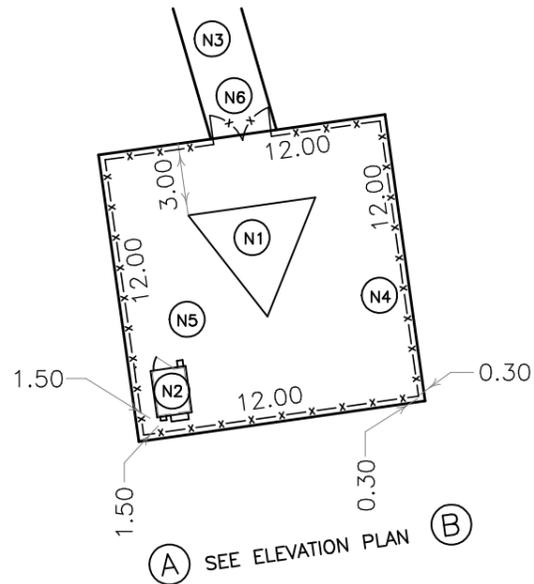
**(END)**



**ELEVATION PLAN**  
NOT TO SCALE



**PROPOSED COMPOUND LAYOUT PLAN**  
NOT TO SCALE

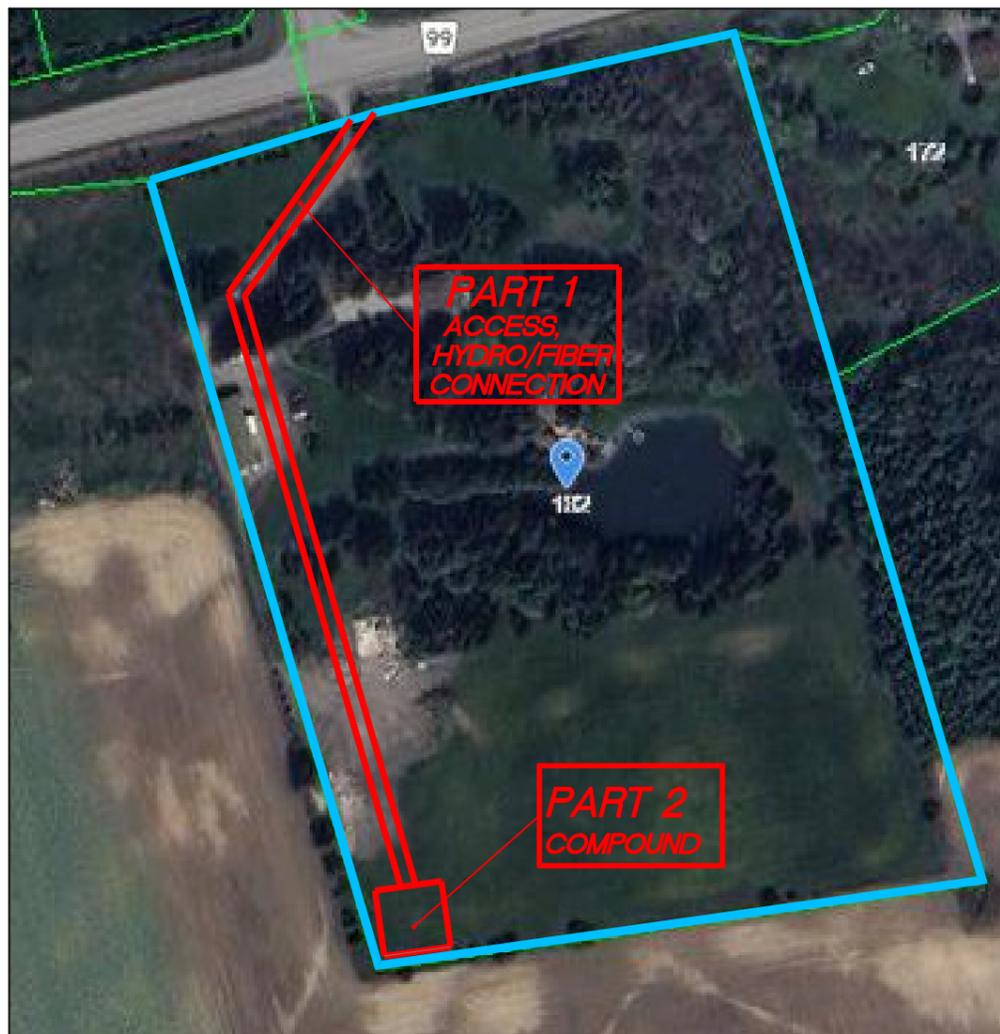


**NOTES**

- (N1) PROPOSED STEEL SELF SUPPORT TOWER. PAINT COLOUR SUBJECT TO NAV CANADA REQUIREMENTS. ANTENNA NUMBER AND LOCATIONS TO BE DETERMINED. FOUNDATION DESIGN PENDING SOIL REPORT.
- (N2) PROPOSED RADIO EQUIPMENT SHELTER ON REINFORCED CONCRETE SLAB.
- (N3) PROPOSED ACCESS WAY AND HYDRO/FIBER OPTIC CONNECTION.
- (N4) PROPOSED 2.4 m HIGH CHAIN LINK SECURITY FENCE TOPPED WITH BARBED WIRE SURROUNDING THE COMPOUND.
- (N5) REMOVE EXISTING TOPSOIL, PROOF ROLL SUBGRADE AND PLACE 300 mm GRANULAR A ACROSS COMPOUND AREA. MATCH INTO EXISTING GRADES ADJACENT TO THE COMPOUND. PROVIDE POSITIVE DRAINAGE AWAY FROM THE TOWER, SHELTERS AND HYDRO PAD TOWARDS THE NATURAL SLOPE OF THE SITE. REINSTATE ALL DISTURBED AREAS.
- (N6) PROPOSED CHAIN LINK GATE.

**SKETCH SHOWING PROPOSED SIGNUM COMPOUND LOCATION**

NOT TO SCALE



**NOTE**

THIS IS NOT A SURVEY.  
NO LAND REGISTRY OFFICE SEARCH WAS PERFORMED.  
NO FIELD MEASUREMENTS WERE PERFORMED.  
NO EASEMENTS AND RIGHT OR WAY CHECKS WERE PERFORMED.

**AMENDMENTS**

No.	DESCRIPTION	DATE

APPROXIMATE LOCATION OF PROPOSED TOWER  
LATITUDE N43°12'33.2"  
43.209214  
LONGITUDE W80°14'23.3"  
-80.239803

SITE: ON1435





**ON1435 –182 Governors Rd —Location 1**

**PROPOSED**

Proposed 40m  
Self-Support tower



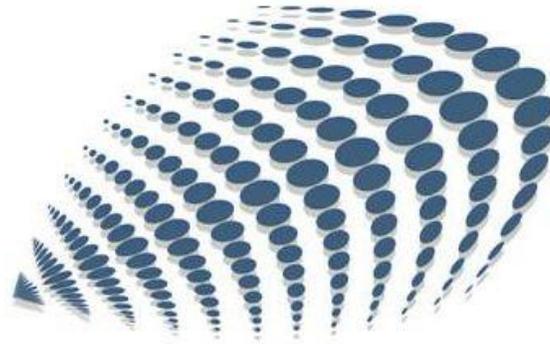
**PHOTOGRAPHIC  
SIMULATION**

Proposed 40m Self-Support telecommunication tower disguised . The photo simulation is based on information provided by the signum prior to construction.

**EXISTING**







# SIGNUM WIRELESS

December 10, 2024

## Site Selection & Justification Report Wireless Telecommunications Tower Site

182 Governors Rd E, Brant, ON N3L 3E1

Signum Wireless – contracted to:  
FONTUR International  
70 East Beaver Creek Road, Suite 22  
Richmond Hill, ON L4B 3B2

## Table of Contents

<b>Introduction .....</b>	<b>3</b>
<b>Purpose - Background &amp; Coverage Requirement .....</b>	<b>3</b>
<b>Identification &amp; Evaluation of Different Site Location Options .....</b>	<b>6</b>
<b>Selection &amp; Justification of Preferred Location .....</b>	<b>7</b>
<b>Proposed Site Location .....</b>	<b>8</b>
<b>Description of Proposed System.....</b>	<b>9</b>
<b>Justification of Proposed Siting .....</b>	<b>9</b>
<b>Statement Indicating Need for Tower Height.....</b>	<b>10</b>
<b>Health Canada's Safety Code 6 Compliance .....</b>	<b>10</b>
<b>Control of Public Access.....</b>	<b>10</b>
<b>Local Environment .....</b>	<b>10</b>
<b>Transport &amp; NAV Canada Assessment.....</b>	<b>11</b>
<b>Distance to Residential .....</b>	<b>11</b>
<b>Engineering Practices.....</b>	<b>11</b>
<b>Justification of Preferred Tower Type.....</b>	<b>12</b>
<b>Public Consultation .....</b>	<b>12</b>
<b>Conclusion .....</b>	<b>12</b>



## Introduction

The on-going increase in the use of personal cellular telephones, smartphones (iPhone, Android) and other wireless devices such as broadband internet hubs for personal, business and emergency purposes requires the development of new wireless telecommunications infrastructure. This infrastructure includes new antennas and their support structures which are required meet the demands of increased capacity and broadening service areas. Without antennas in close proximity to the wireless device, wireless communication is simply not possible.

The use of wireless telecommunications is firmly entrenched into Canadian society and economy. There are more than 30 million Canadian mobile devices being used on a daily basis including, wireless phones, mobile radios, mobile satellite phones and broadband internet devices. Three-quarters of Canadian's have access to a smartphone which demands the use of high-speed mobile data. Most importantly, each year Canadians place more than 6 million calls to 911 or other emergency numbers from their mobile phones.

As part of its on-going commitment to provide high quality wireless services, Signum Wireless has determined that a new wireless telecommunications facility is required in the County of Brant.

This report documents Signum's site selection process, the details of the proposal, its compliance with the County's *Communication tower and communication antenna preferred location protocol* and the applicable Innovation, Science, & Economic Development (ISED) CPC-2-0-03 – Radiocommunication and Broadcasting Antenna Systems.

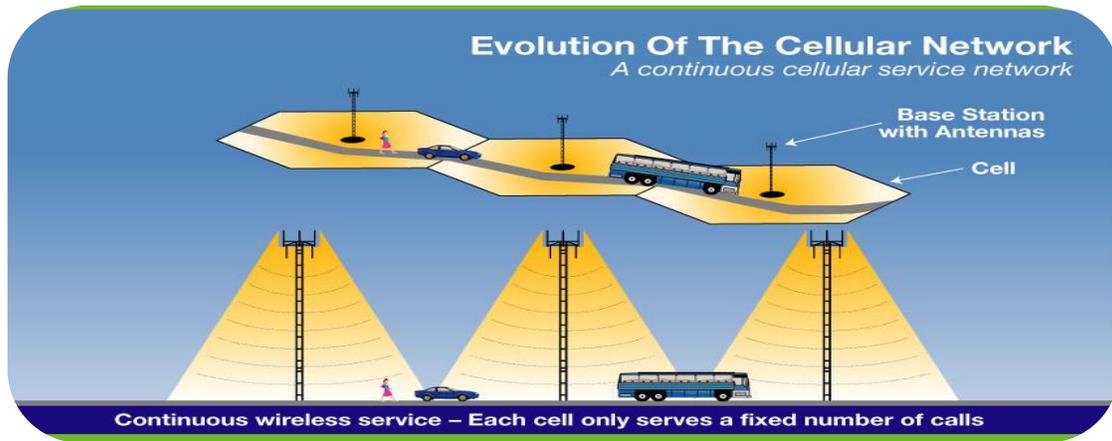
As a general matter, the Signum Wireless site selection process is a balanced exercise that must meet our clients' network coverage objectives, having regard for land use constraints and its obligation to its customers to provide a high quality of service.

Wireless telecommunications facilities are regulated by the Federal Government under ISED and need not follow municipal or provincial planning approvals. However, in recognition of the policy vacuum which exists as a result of that circumstance, ISED requires that wireless telecommunication carriers consult with land use authorities.

## Purpose - Background & Coverage Requirement

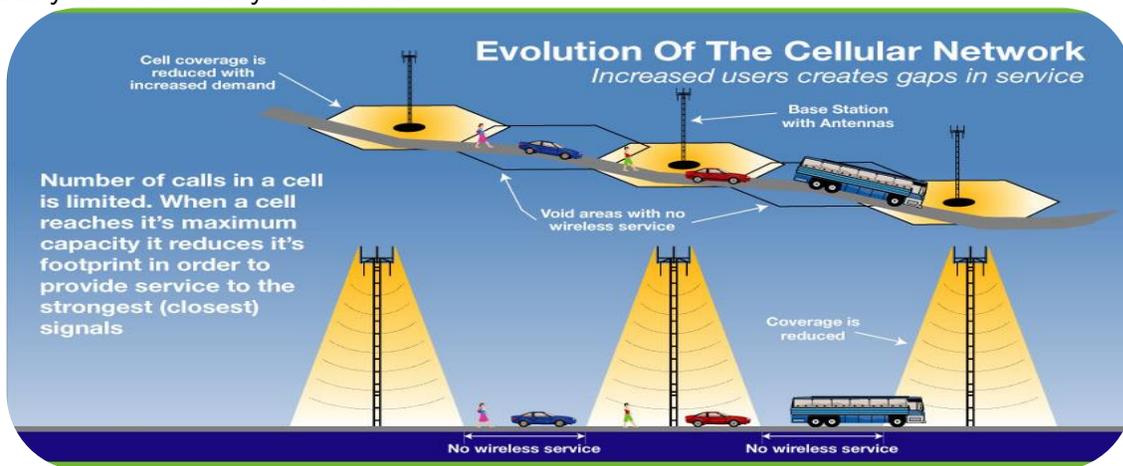
A radio antenna and a tower are the two most important parts of a radio communication system. The antenna is needed to send and receive signals for the radio station. The tower raises the antenna above obstructions such as trees and buildings so that it can send and receive these signals clearly. Each radio station and its antenna system (including the tower) provide radio coverage to a specific geographic area, often called a cell. The antenna system must be carefully located to ensure that it provides a good signal over the whole cell area, without interfering with other stations and can "carry" a call as the user moves from cell to cell.





**Figure 1**

If the station is part of a radio telephone network, the number of stations needed also depends on how many people are using the network. If the number of stations is too small, or the number of users increases people may not be able to connect to the network, or the quality of service may decrease.



**Figure 2**

As the number of users exceeds the capacity of the radio station to receive and send calls, the coverage area for the cell shrinks and the shrinkage between cells creates coverage holes.

As demand increases for mobile phones and new telecommunication services, additional towers are required to maintain or improve the quality of service to the public and restore contiguous wireless service.



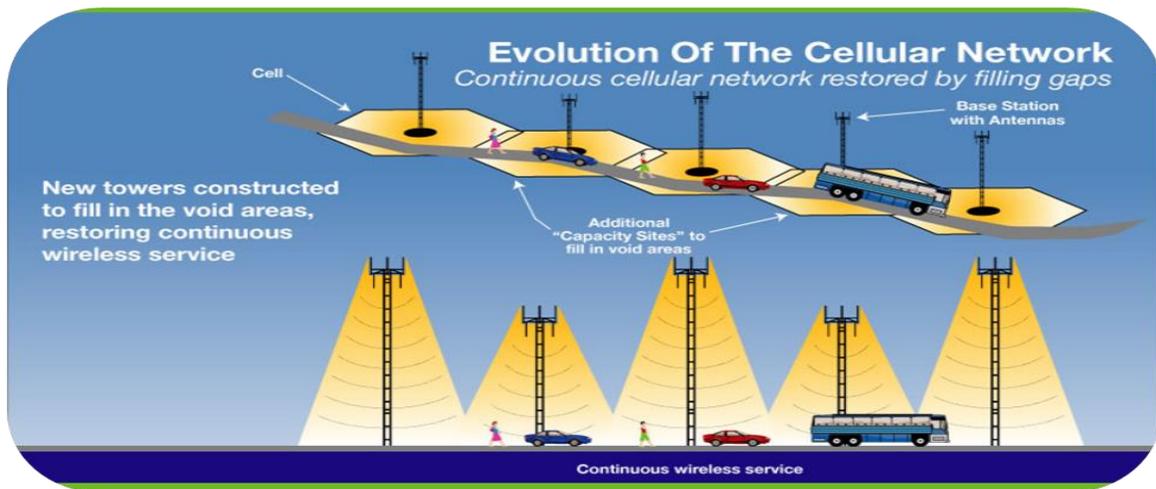


Figure 3

In this case, our clients' Radio Frequency Engineering department(s) have determined the need for a service upgrade to adequately provide continuous coverage and service to their existing and future customer base in the County. Currently, our clients' networks are burdened by a combination of poor voice and data quality, specifically in high-use residential areas, transportation corridors, and international border areas. In some cases, the coverage is so poor that a handset would be unable to place a mobile call at all in the subject location and surrounding area. The result of this situation is on-going customer complaints, high "dropped call" rates, and in extreme circumstances, the potential inability to place a mobile call that may be absolutely critical in an emergency situation.

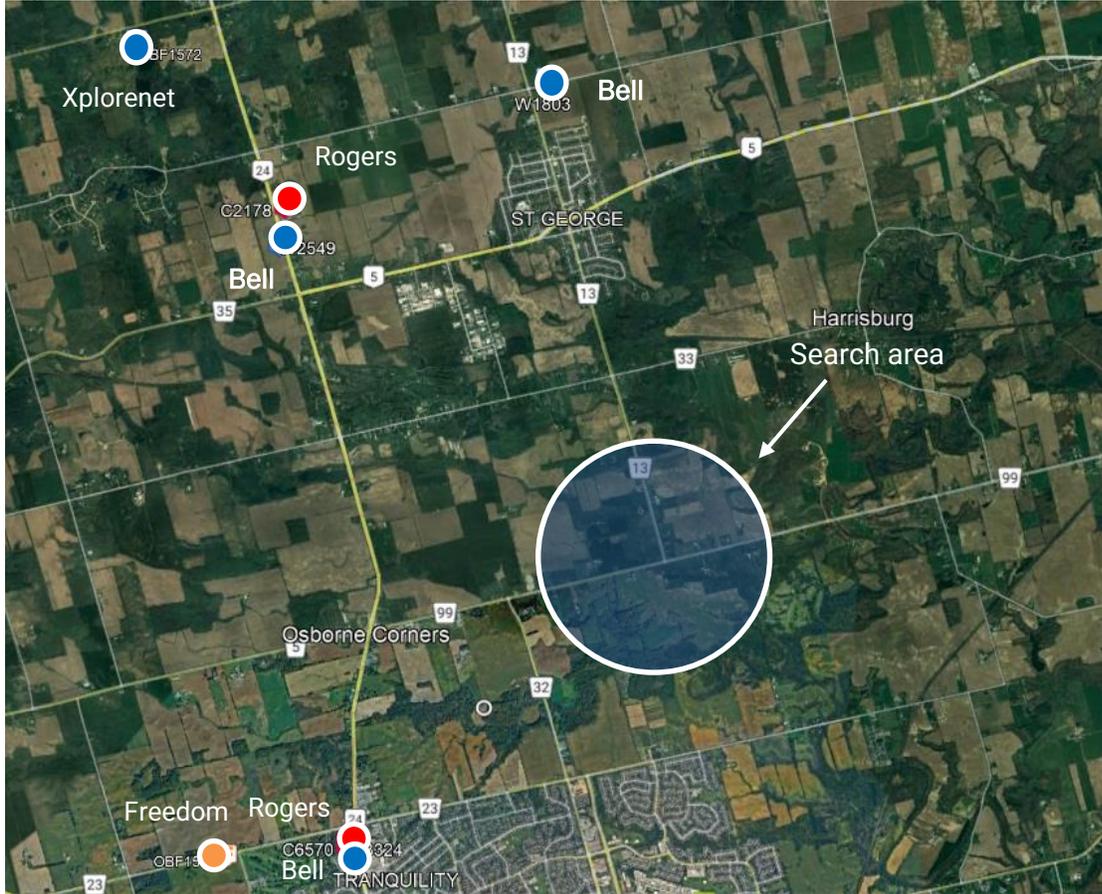
Our clients are committed and mandated by their respective licenses to ensure the best coverage and service to the public and private sectors. The proposed site in the County of Brant is extremely important in terms of providing coverage to an under-served area, and adding capacity to existing networks. Signum Wireless wants to provide infrastructure necessary to ensure that both residents and visitors to the area have access to the service they are accustomed to in other parts of the country.

Signum Wireless' objective for this location is to provide the infrastructure for reliable coverage and capacity into residential, commercial, and agricultural areas near east Paris, or east of Highway 24 and North of Highway 403. The objective is to have coverage throughout the County of Brant, specifically in residential areas and frequently-travelled corridors where demand for signal is high.

A drive test was conducted by some of our clients along area roads, such as Governors Road and St George Road, for the purpose of determining our coverage objectives. Very weak coverage areas with poor signal strength were found around and along these major roads and sideroads, which generate significant coverage requirements as a result of the density of users and lack of existing coverage.



**Figure 4 – Current Telecommunications Infrastructure in Brant County**



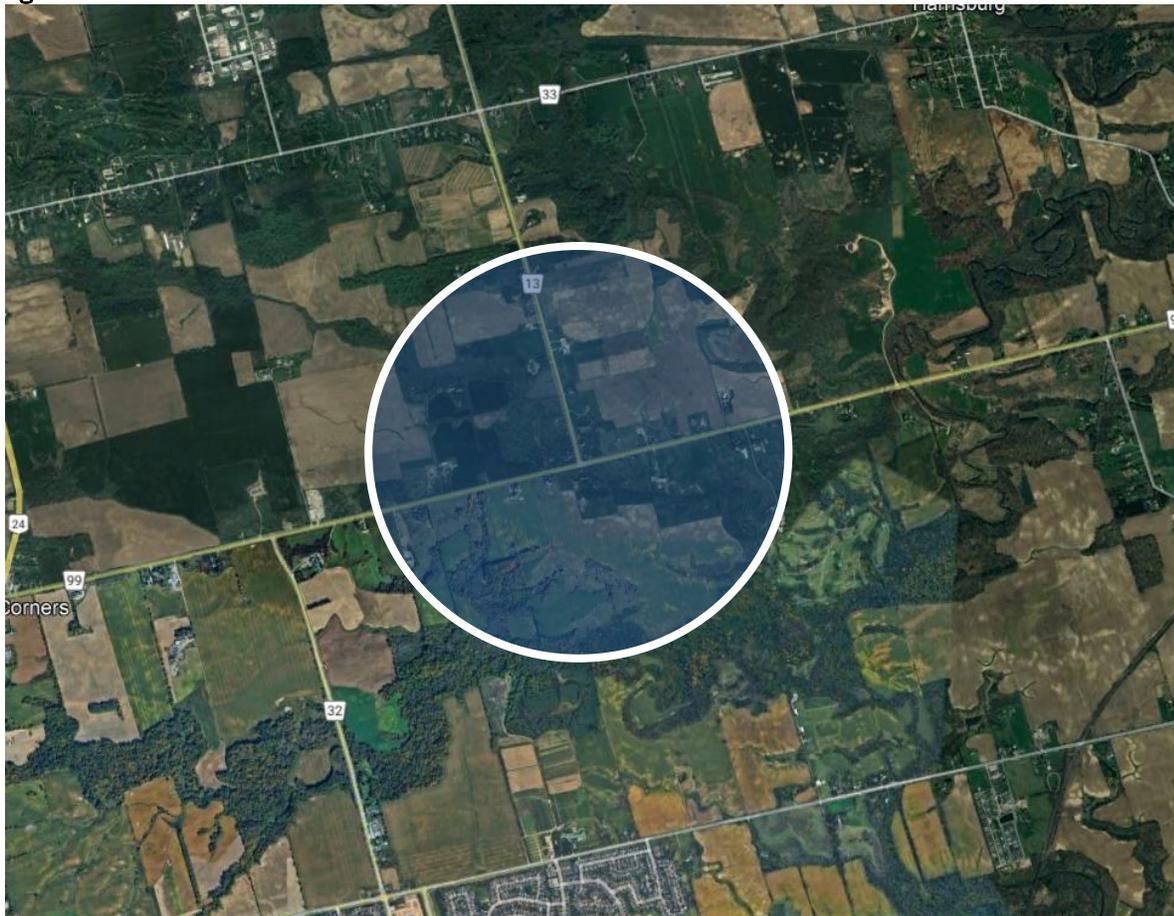
## Identification & Evaluation of Different Site Location Options

Our clients' existing coverage in the County is in need of upgrading. Like all other infrastructure, it must keep up with changes in the ways people use technology, as well as general population growth of the area. As illustrated in the map in **Figure 4**, there is a gap in wireless telecommunications infrastructure in the area of coverage need. (Existing infrastructure is represented by markers on the map.) All existing infrastructure is located at least 4 kilometres away from the centre of the search area. Much of it is concentrated along the Highway 24 corridor—the focus of these sites would be to cover users on the highway rather than rural or commercial areas.

Based on research by each of our clients' respective Radio Frequency Engineering teams, a general search area location was chosen centered on the intersection of Governors Rd and St George Road. A site within the search ring on the map below (**Figure 5**) would, from an engineering point of view, meet the coverage objectives of our clients' networks. Typically, in rural areas, the search area can have a radius of between 600-metres and 1.5 kilometres.



Figure 5 – Search area



A review of existing telecommunications infrastructure within the search area, as shown in Figure 4, confirmed that no existing towers meet our clients' coverage requirements. The nearest installation, a 46-metre Rogers Wireless Lattice Tri-Pole tower, is located approximately 4 km from the centre of the search area. Due to its distance, structural type, and limited height available for additional equipment, it was determined to be unsuitable for co-location. Additionally, the predominance of low-rise structures in the area ruled out the feasibility of a rooftop installation.

Following a site visit and an assessment of ISED's CPC 2-0-03 Issue 5 and the County's *Communication Tower and Communication Antenna Preferred Location Protocol*, several potential sites were identified that met both engineering requirements and protocol standards. To secure a site, property owners within the search area were approached to gauge interest in hosting the tower. Signum Wireless employs a first-come, first-served approach when selecting a location, advancing with the first property owner who expresses interest. In this case, the owner of 182 Governors Road was the first to respond positively, and the application proceeded with this location.

## **Selection & Justification of Preferred Location**

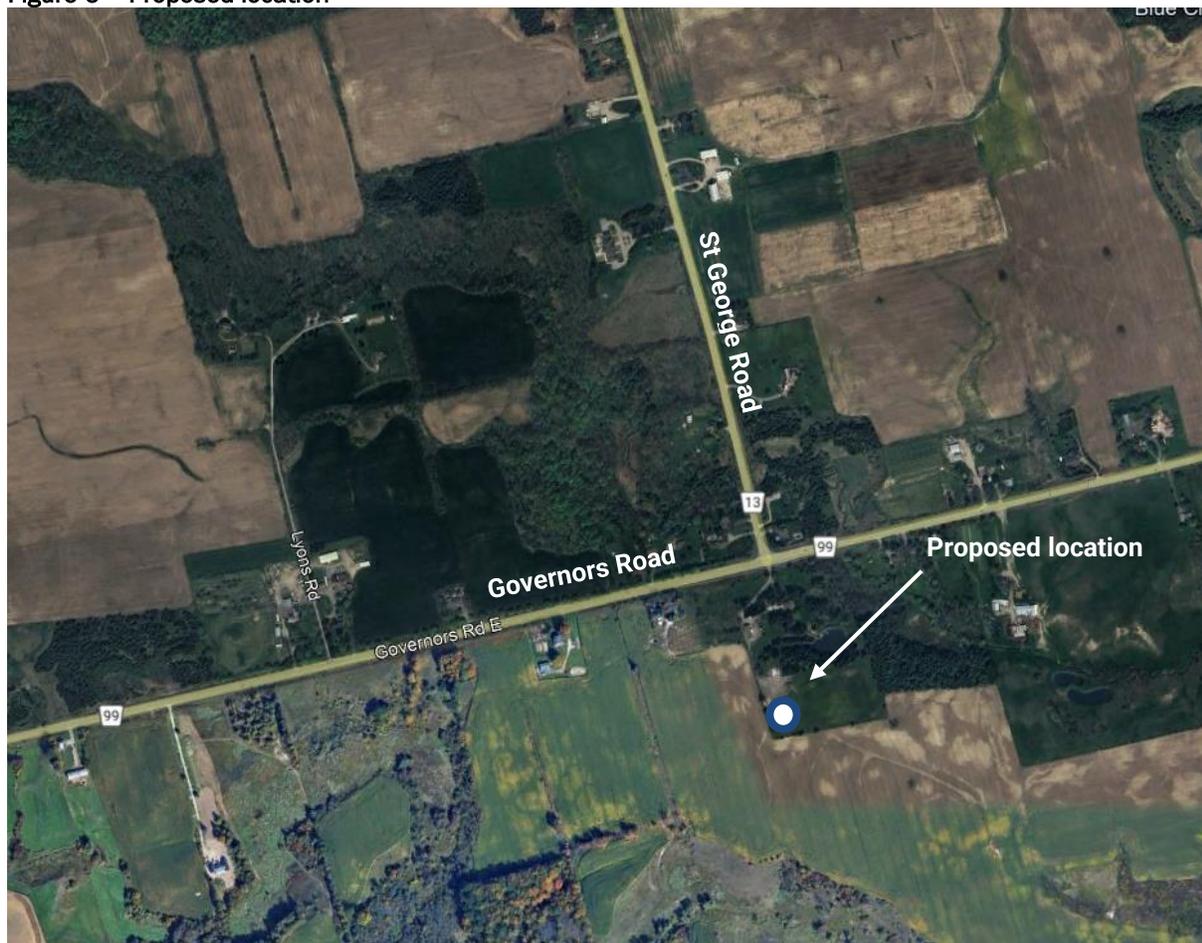
### **Proposed Site Location**

The location which Signum Wireless proposes for a wireless telecommunications site in Brant County is on the property municipally known as 182 Governors Road (**Figure 6**).



The property's legal description is: PT LT 41 CON 1 BRANTFORD AS IN A491021; S/T A40262; COUNTY OF BRANT

Figure 6 – Proposed location



The site itself is located approximately 265 metres North of Governors Road and 297 metres North of St George Road.

The geographic coordinates for the site are as follows;

Latitude (NAD 83) N 43° 12' 33.1"

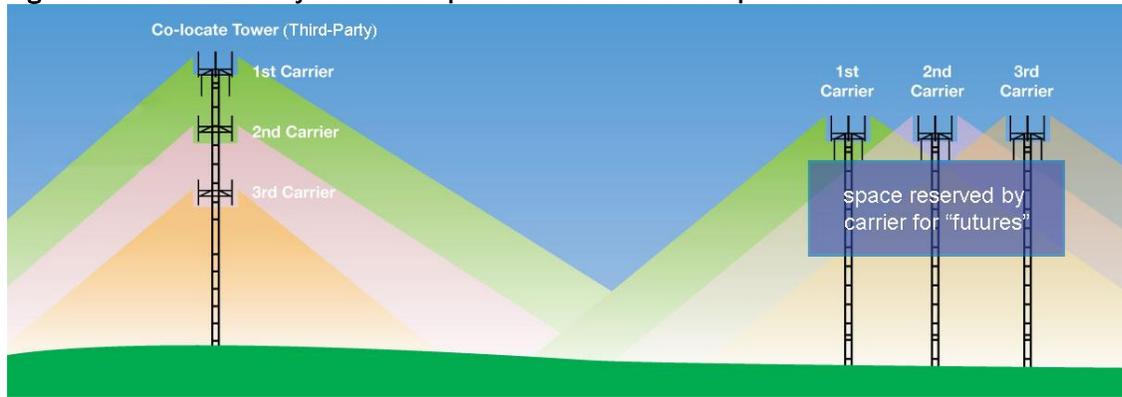
Longitude (NAD 83) W 80° 14' 23.2"

Signum Wireless' proposed tower will accommodate wireless antennas for the purpose of providing wireless communications coverage and network capacity. To the end user, this translates into our clients' suite of wireless technologies such as cellular phone coverage, Smartphone device coverage (i.e.: iPhone, Android devices) as well as wireless internet coverage utilizing USB or Hotspot internet products. Depending on the signal strength, and the amount of data being downloaded, the regular user should not see a difference between this and a fibre line.

Towers are limited in terms of both allowable space and engineering capacity. Each antenna array requires a separation of vertical space so they do not cause interference with each other.



**Figure 7 – The “Third-Party” model compared to traditional tower proliferation**



Signum Wireless strongly supports co-location on existing towers and structures and designed the tower to accommodate future carriers on the tower. The use of existing structures minimizes the number of new towers required in a given area and is generally a more cost-effective way of doing business. It also allows the County to reduce the potential for tower proliferation by multiple carriers needing space for their equipment (Figure 7). The proposed tower is designed to support and indeed encourage a number of additional carriers.

## Description of Proposed System

The proposed system for 182 Governors Road is a Self-Support communications tower that is 40 metres in height. A fenced-in compound would also be constructed, and would occupy a ground compound area of approximately 144 square metres.

Our clients propose to install antenna and microwave equipment. The tower would initially provide wireless voice and data services for subscribers to our clients' networks.

## Justification of Proposed Siting

Prevalent in our search area of the County of Brant are rural uses, as well as single-family housing. The proposed tower has been sited on a rural residential property to respect the local environment and mitigate potential impacts, while maximizing the distance from nearby residential areas. The location was carefully chosen to provide enhanced wireless coverage for the surrounding agricultural and rural communities, ensuring that both existing and future residents, as well as businesses, have reliable access to high-speed data and cellular coverage.

There are a few small properties that would be compatible with the tower use—however, the owners of these properties were approached and only one other land owner was interested in hosting the tower. Placing the tower further south or east would put it closer to existing sites, interfering with their coverage and reducing the viability of the proposed tower as a co-locatable structure. The tower is proposed on what we determined to be the best location from a coverage viability and land use perspective.

In selecting this location, we also considered the surrounding land use, minimizing any potential conflicts with sensitive areas such as natural heritage features, parks, or future



development zones. The siting of the tower ensures that it will not only address current coverage gaps but also support future network expansion without causing unnecessary disruption to the surrounding community. This careful consideration of both technical and environmental factors makes this site the most appropriate choice for the proposed infrastructure.

## **Statement Indicating Need for Tower Height**

The proposed tower has been designed at a height of 40-metres. Due to the large coverage and capacity gap currently affecting our clients' network in this area of Brant County, this height is essential to provide optimal coverage and ensure effective handoff of calls and data between surrounding towers in the network.

In addition, the 40-metre height of the self-supporting tower allows for sufficient vertical space to accommodate multiple carriers and broadcasters, including the County of Brant's equipment. This shared-use design is a significant benefit, as it reduces the need for additional towers in the area in the future, promoting a more efficient and sustainable approach to infrastructure development. By providing space for the County's equipment, the tower helps to meet both local and regional connectivity needs while minimizing environmental and visual impact.

## **Health Canada's Safety Code 6 Compliance**

Signum Wireless and our clients attest that the radio antenna system described in this report will comply with Health Canada's Safety Code 6 limits, as may be amended from time to time, for the protection of the general public including any combined effects of additional carrier collocations and nearby installations within the local radio environment.

## **Control of Public Access**

The site facility would include a locked, alarmed and electronically monitored mechanical equipment shelter. Fencing would be installed around the base of the tower and equipment shelter(s) and would include one locked gate access point.

## **Local Environment**

Signum Wireless attests that the proposed telecommunications tower is not subject to the Canadian Environmental Assessment Act.

The subject property includes areas regulated by the Grand River Conservation Authority (GRCA), specifically steep slopes near the pond and extending northward. While these areas fall under GRCA jurisdiction, the proposed tower is located outside of the regulated steep slope area. Signum Wireless will continue to work with GRCA to ensure full compliance with applicable policies and requirements.

The proposed tower is situated within 120m of identified Natural Heritage System features, including the pond and adjacent woodland, which are located approximately 70m or more from the site. While this distance falls within the County's Natural Heritage System setback



guidelines, the tower has been strategically sited to avoid direct encroachment on these features and minimize any potential ecological impacts. Additionally, the self-collapsible design of the tower ensures that, in the unlikely event of structural failure, impacts would be confined to the immediate vicinity of the site, preserving the integrity of nearby natural features. To further mitigate risks, the proposal includes adherence to best practices in sustainable site development and design.

In summary, the tower location respects the intent of the County's Natural Heritage System policies by balancing the need for critical telecommunications infrastructure with environmental stewardship. A detailed site analysis and setback evaluation demonstrate that the proposed development minimizes disruption to local ecological systems and maintains appropriate buffers from key natural features.

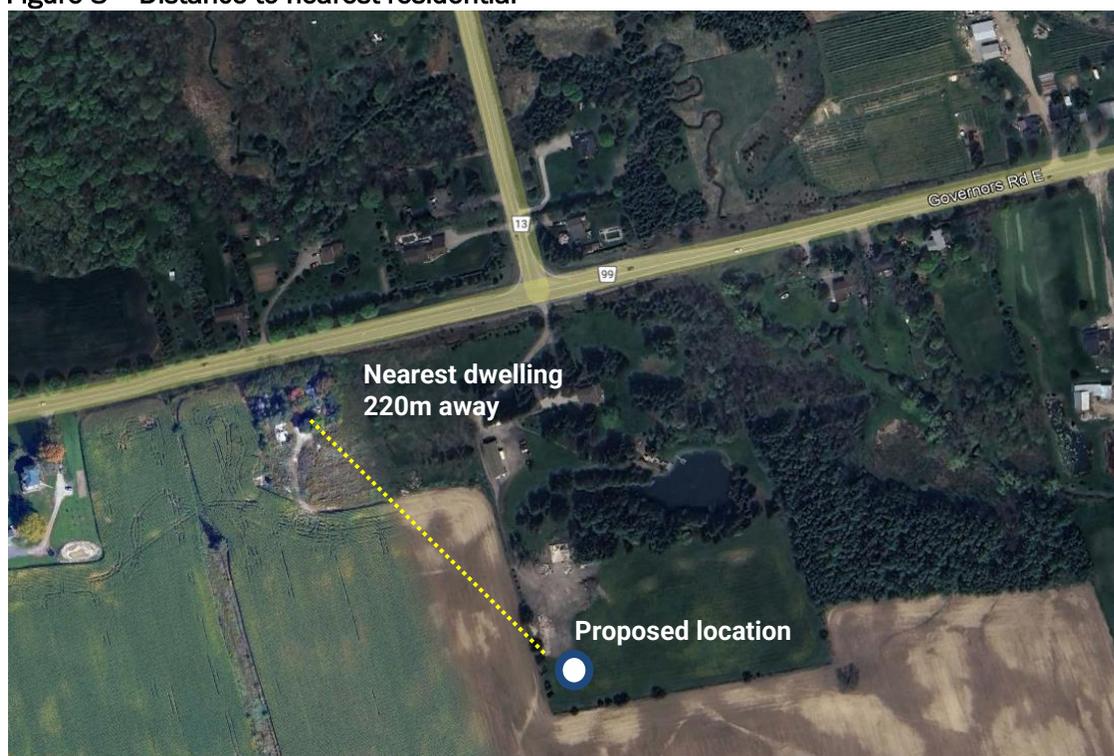
## Transport & NAV Canada Assessment

Signum Wireless attests that the radio antenna system described in this notification package will comply with Transport Canada / NAV Canada aeronautical safety requirements. Signum Wireless has made all necessary applications to Transport Canada and NAV Canada. Both agencies have yet to complete their review of the proposed installation. Signum Wireless will endeavor to provide the results of each respective assessment to the City of London as soon as they become available.

## Distance to Residential

The nearest residential dwelling to the proposed tower is on the south side of Governors Road, approximately 220 metres north-east of the proposed location (Figure 8).

Figure 8 – Distance to nearest residential



## Engineering Practices

Signum Wireless attests that the radio antenna system described in this notification package will be constructed in compliance with the National Building Code of Canada and comply with good engineering practices including structural adequacy.

## Justification of Preferred Tower Type

Due to the dearth of existing telecommunication facilities in the area, and the demand for improved wireless services, there is a great need for new wireless signal in the search area. As a result, Signum Wireless has designed a self-support tower. This design, in addition to the proposed height of the tower (40m) should allow the County to minimize the amount of towers required in the County of Brant in the future, as it maximizes co-location capability while respecting the sensitive nature and aesthetic value of the local area.

## Public Consultation

Signum Wireless is committed to effective public consultation. As a result, a full public consultation process, including a circulation of information and a public open house, will be held in accordance with the County's policy.

## Conclusion

Canadians as a whole are becoming more dependent on wireless products for personal, business, and emergency purposes. In many areas of the country, more than half of all 9-1-1 calls are now made via a mobile phone. To that end, an improvement upon the current wireless coverage in this area of the County of Brant would be a benefit to the community.

Signum Wireless believes the proposal:

- Is in a location technically suitable to meet our clients' network requirements;
- Is a design that complies with ISED's CPC 2-0-03 policy and the County of Brant's protocol guidelines; and:
- Is a development compatible and appropriate with surrounding uses, and will have limited impact on existing land uses in the vicinity.

Signum Wireless is committed to effective public and municipal consultation. Should you have any questions or require further information regarding our proposal, please do not hesitate to contact the undersigned.

Yours truly,



Lucas Cuff, Municipal Planner  
FONTUR International Inc.  
On contract to Signum Wireless



**ZBA20-24-DN**

**49 River Road (292000403056450)**

R W Phillips, J H Cohoon Engineering, Agent  
Renzo & Lenuta Tonietto, Owner

**County of Brant  
Council**

February 11, 2025



**Application No:** ZBA20-24-DN

**Report No:** RPT - 0056 - 25

**Application Type:** Zoning By-Law Amendment

**Subject Lands:** 49 River Road, Former Township of Brantford (292000403056450)

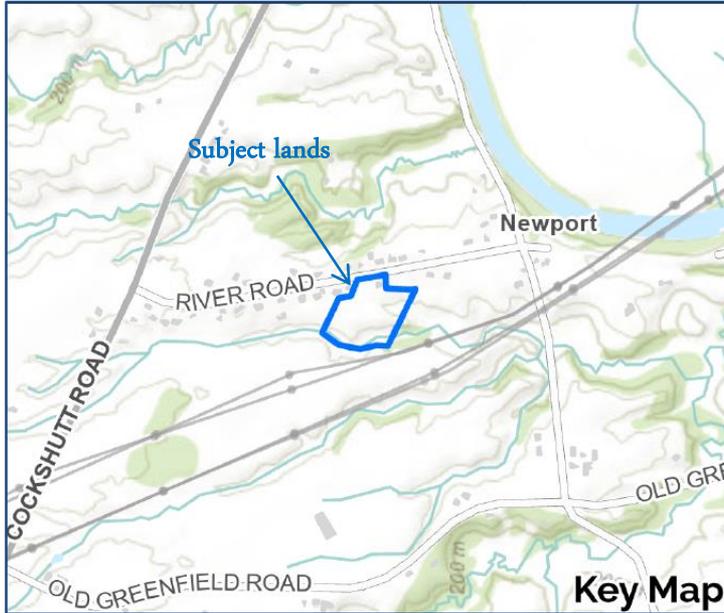
**Agent / Applicant:** RW Phillips, J H Cohoon Engineering

**Owner:** Renzo and Lenuta Tonietto

**Staff Recommendation:**

ITEM BE RECEIVED FOR INFORMATION PURPOSES ONLY.

# Property Location



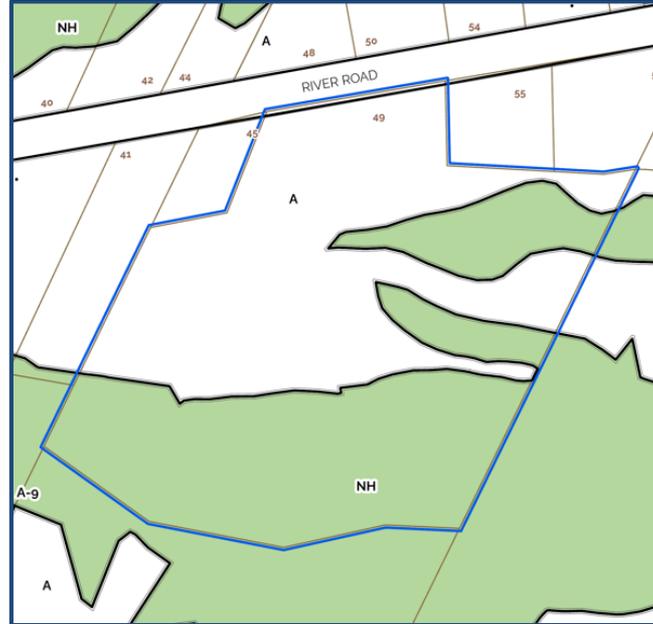
**Total Area:** 5.72 ha (14.14 ac)  
**Frontage:** 98 metres along River Rd.

**Existing Conditions:**  
One (1) single detached residential dwelling



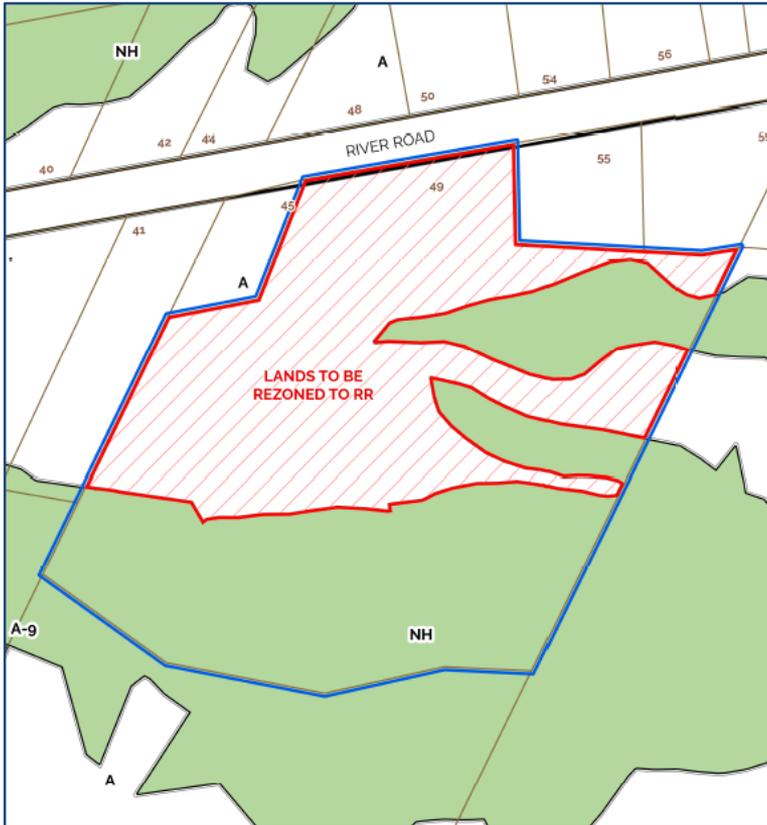
**Land Use Designation:**

Rural Residential, Natural Heritage, Agriculture



**Zoning Classification:**

Agricultural (A)  
Natural Heritage (NH)



**Application ZBA20-24-DN proposes:**

**1. To amend the zoning on the subject lands from Agricultural (A) to Rural Residential (RR) to conform with the 2012 Rural Residential Official Plan Designation.**

- Cover Letter
- Planning Justification report
- Zoning Sketch
- etc



- The application is required to facilitate a subsequent Planning Act application proposing to sever for the creation of one (1) new residential lot on the subject lands

### Key Considerations:

- Future Lot Creation, conditions of Consent
- Natural Heritage features on site
- Development on Private Services
- Compatibility

# Application Process / Next Steps



**New Application  
Received  
& Circulated for  
Technical Review**



**Application  
Deemed Complete  
& Notice of Public  
Meeting Circulated**



**Public Meeting**  
[For Information  
Only]



**Council Decision & Appeal  
Period**  
[Staff Recommendation  
& Council Decision]

**Application No:** ZBA20-24-DN

**Report No:** RPT - 0056 - 25

**Application Type:** Zoning By-Law Amendment

**Subject Lands:** 49 River Road, Former Township of Brantford (292000403056450)

**Agent / Applicant:** RW Phillips, J H Cohoon Engineering

**Owner:** Renzo and Lenuta Tonietto

**Staff Recommendation:**

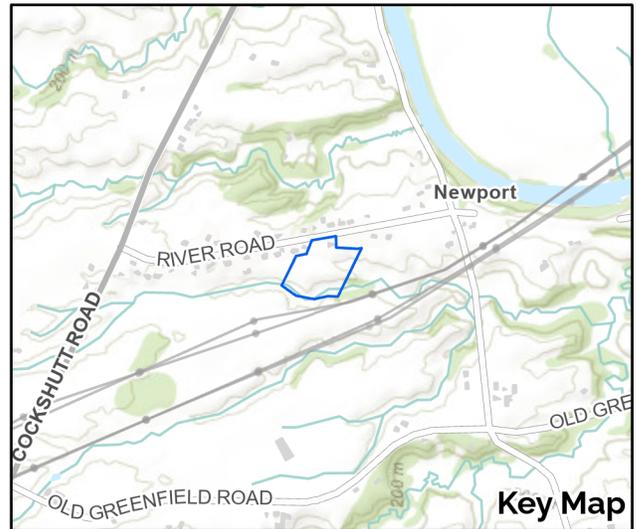
ITEM BE RECEIVED FOR INFORMATION PURPOSES ONLY.

**MAP 3: AERIAL IMAGERY 2024**  
**FILE NUMBER**  
**ZBA20-24-DN**

49 River Road  
County of Brant  
Ontario



Date Printed: 2024-07-29











## County of Brant Council Report

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**To:** The Mayor and Members of County of Brant Council  
**From:** Denise Landry, Nethery Planning Services  
**Date:** February 11, 2025  
**Report #:** RPT-0073-25  
**Subject:** Zoning By-Law Amendment Application ZBA12-24-KD & Draft Plan of Subdivision Application PS1-24-KD  
**Purpose:** For Deferral

---

### Recommendation

That Zoning By-Law Amendment Application ZBA12-24-KD & Draft Plan of Subdivision Application (PS1-24-KD) from J.H. Cohoon Engineering Limited c/o Bob Philips and The Angrish Group c/o Ruchika Angrish on behalf of Haley Elevator Inc. c/o Micheal Haley, applicant/ owner of CONCESSION 13 PART LOT 1 to 3, REGISTERED PLAN 2R1765 PART 1, County of Brant, in the geographic Former Township of Burford, municipally known as 29 Thirteenth Concession Road proposes to change the zoning on the subject lands from 'Special Exception Holding Suburban Residential (h-33-SR)' to the 'Suburban Residential 'SR', and 'Open Space (OS1)' zones to facilitate the creation of 77 single detached lots, a park block, storm water management block and multiple walkway blocks, **BE DEFFERED, for up to six months; And**

THAT the reason(s) for Deferral are as follows: The applicant is requesting additional time to work through the comments provided on the second submission and to allow time for Cambium, the peer reviewer for the hydrogeological study, to review and provide comments.

### Strategic Plan Priority

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Strategic Priority 1 - Sustainable and Managed Growth

### Impacts and Mitigation

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#### Social Impacts

If relevant, the future recommendation report will discuss social impacts.

#### Environmental Impacts

If relevant, the future recommendation report will discuss environmental impacts.

## Economic Impacts

If relevant, the future recommendation report will discuss economic impacts.

## **Report**

### Background

The subject lands are legally described as Concession 13 Part Lot 1 to 3, Registered Plan 2R1765 Part 1, County of Brant, in the geographic Former Township of Burford (Figure 1).

The subject lands are designated Suburban Residential in the County's 2012 Official Plan and zoned Special Exception Holding Suburban Residential h-33-SR (as ordered by the Ontario Land Tribunal).

Applications for a Draft Plan of Subdivision and Zoning Bylaw Amendment were submitted to the County on May 30, 2024 and deemed complete on June 19, 2024.

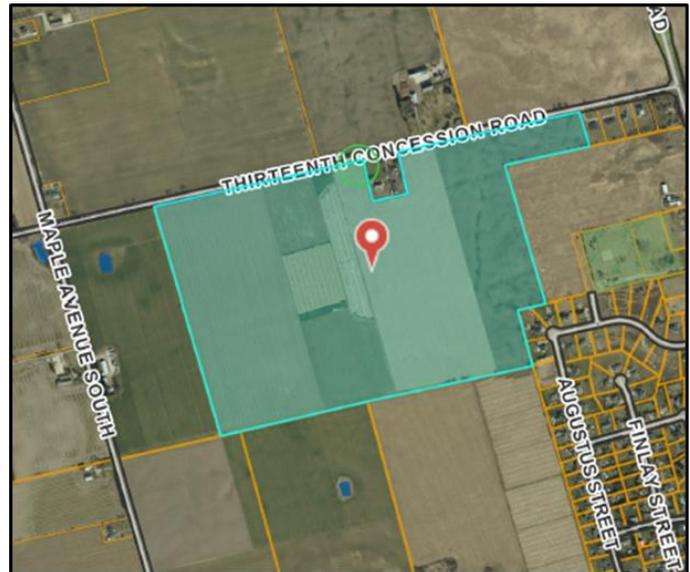
The plan consisted of 108 lots for single detached dwellings, a park block, a stormwater management block, and a mixed-use residential-commercial block. The lots ranged in size from just over 2,000 square metres to 3,500 square metres (approximately half an acre to just under one acre). A statutory public meeting to receive feedback on the proposal concept, was held on July 9, 2024. The applicant's lawyer prepared a letter, dated August 20, 2024, requesting that Council defer making a decision on the application until December 3, 2024, to allow for the opportunity to address both staff and public feedback.

On October 28, 2024, the applicant submitted revised plans and studies to County planning staff for review and comment. The number of single detached units was reduced to 77 and still included a park block and storm water management block. The mixed-use residential-commercial block originally proposed was removed. The lots increased in size to a minimum of 3,000 square metres and up to over 5,000 square metres (approximately three quarters of an acre to 1.2 acres). A revised hydrogeological report was not submitted at this time. The resubmission was circulated internally and to peer reviewers for comment.

Subsequently, on November 15, 2024, the applicant's lawyer, requested that Council defer making a decision on the applications until February, 2025. Council supported the request and deferred making a decision at the December 3, 2024 Council meeting.

### Deferral Request

County staff provided a comprehensive set of comments (excluding the hydrogeological report) on the resubmission to the applicant in early January, 2025.



*Figure 1 Location Map*

On January 10, 2025, the applicant submitted the revised hydrogeological report to staff and it has been provided to Cambium, the peer review consultant for review and comment. Comments on the report are anticipated by the end of January or early February.

A terms of reference for the Transportation Impact Study (TIS) was provided to the applicant in February of 2024. County transportation staff reviewed the submitted TIS and determined that the report did not include the criteria outlined in the terms of reference. A revised TIS was not provided as part of the resubmission package and is still outstanding.

To provide time for the applicant to finalize these reports and for the County to review the same so that Planning can make a recommendation, a further deferral is proposed.

The applicant's lawyer has requested that Council again defer making a decision on the applications until the May 13, 2025 Council meeting. Staff remain committed to moving the project forward in an appropriate and timely manner, but are unsure if May would provide sufficient time for the work and necessary review to be completed. If staff are in a position to make a recommendation before or at that time, a recommendation will be brought forward. However, rather than seek further repeated deferrals, allowing up to six months should give more than adequate time to bring back a recommendation. If the applicant feels that the County is delaying or they wish to see a decision from Council at any point, they may make that request and staff will proceed to bring back a recommendation earlier if so desired. Alternatively, the applicant could appeal to the Ontario Land Tribunal for lack of a decision.

### **Attachments**

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1. Deferral Request from Courtney Boyd, Associate Lawyer, Waterous Holden Amey Hitchon LLP

### **Reviewed By**

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1. Jeremy Vink, Director of Planning
2. Alysha Dyjach, General Manager of Development Services

### **Copied To**

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1. Sunayana Katikapalli, Director of Council Services, Clerk
2. Nicole Campbell, Planning Administrative Assistant
3. Applicant/Agent/Owner

### **By-law and/or Agreement**

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By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No





WATEROUS HOLDEN AMEY HITCHON<sup>LLP</sup>  
LAWYERS

January 27, 2025

**BY EMAIL**

rochelle.welchman@brant.ca

County of Brant  
26 Park Avenue  
Burford, ON N0E 1A0  
**Attention: Rochelle Welchman**  
CC: *Jeremy.vink@brant.ca*

P.O. Box 1510  
20 Wellington Street,  
Brantford, ON N3T 5V6  
t. (519) 759-6220  
f. (519) 759-8360  
www.waterousholden.com

Dear County Council:

**RE: Haley's Elevator Inc. - 29 Thirteenth Concession Road**  
**File No. ZBA12-24 & PS1-24-KD**  
**Our File No. 517637-136201**

---

We are writing to request a deferral of the decision for the Applicant's Zoning Bylaw Amendment and Draft Plan of Subdivision Application on the agenda for the February 11, 2025 Council meeting to the May 13, 2025 Council meeting.

You may recall that this matter was deferred from the September 10, 2024 and December 3, 2024 meetings to allow for the opportunity to address both staff and public feedback received through the process. A resubmission was made on October 18, 2024.

The Applicant has been working with County staff; however, currently, the Applicant has not received all outstanding comments from County staff on the resubmission. These comments include traffic and hydrogeological reports. In discussions with County staff, it has been requested that the Applications be deferred to the May 13, 2025 Council meeting to allow for final comments to be received.

The Applicant is in agreement with the deferral to the May 13, 2025 Council meeting for a decision on the Applications.

As a deferral of the decision will be in the period of lapse in the deadlines for decisions under the *Planning Act*, R.S.O. 1990, c. P.13, the Applicant is prepared to undertake not to appeal until after May 13, 2025. Any appeal filed by the Applicant would be on the decision or non-decision as at the May 13, 2025 meeting. In other words, the Applicant would temporarily waive appeals rights to allow the matter to return to Council on May 13, 2025 for decision.

For further clarity, should the deferral not be granted, then the Applicant would be permitted to appeal in the ordinary course under the *Planning Act*.

We will be in attendance at the February 11, 2025 meeting to address any further questions from either staff or Council.

We trust that the above is satisfactory.

Yours truly,

**WATEROUS HOLDEN AMEY HITCHON LLP**

Per:

A handwritten signature in blue ink, appearing to read 'C. Boyd', with a stylized flourish at the end.

Courtney Boyd, Associate Lawyer

CJB/cjb

Email: [cboyd@waterousholden.com](mailto:cboyd@waterousholden.com)

Direct: (519) 751-6413

**From:** [David Miller](#)  
**To:** [C Craig](#); [Kayla DeLeye](#)  
**Subject:** Re: Proposed lots on Concession 13 in Scotland County of Brant  
**Date:** December 3, 2024 4:33:19 PM  
**Attachments:** [Outlook-4v1n2dli.jpg](#)

---

Kayla,

Can you please include the Craig's comments in the Planning file?

thx,

Dave Miller  
Councillor, Ward 4  
County of Brant  
66 Grand River St. N., Paris, ON

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T 519.44BRANT (519.442.7268) 1.855.44BRANT I C 519 449 1240 I [www.brant.ca](http://www.brant.ca)



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**From:** C Craig [REDACTED]  
**Sent:** December 3, 2024 4:24 PM  
**To:** David Bailey <david.bailey@brant.ca>; David Miller <david.miller@brant.ca>; Robert Chambers <robert.chambers@brant.ca>; Stefanie DiGiovanni <Stefanie.DiGiovanni@brant.ca>  
**Subject:** Proposed lots on Concession 13 in Scotland County of Brant

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello! I am writing to voice my concern over the development of land near the intersection of Bishopsgate road and Concession 13 in county of Brant in Scotland On.

It has come to my understanding that the water supply for this area may not perform adequately for more homes. As it is there are issues with water supply for the existing subdivision behind the Optimist Park.

We as a small community have concerns about this proposed development for a variety of reasons (traffic, crime, quality of rural living) and water supply is yet another concern.

Please take this into consideration

John and Cynthia Craig -Scotland residents.



## **Agricultural Advisory Committee Report**

The Agricultural Advisory Committee makes the following recommendation from its meeting on January 27, 2025:

1. That nominations for the position of Chair be closed;  
And that Member R. Miller be declared Chair of the Agricultural Advisory Committee.
2. That nominations for the position of Vice Chair be closed;  
And that Member Vos be declared Vice Chair of the Agricultural Advisory Committee.
3. WHEREAS Council initially directed Staff to investigate permitting chickens in all residential areas of the County (Option 3 of [RPT-0454-23](#)), subject to specific regulations, licensing, inspections, and public consultation;

AND WHEREAS Staff identified potential additional operational costs and resource needs for Enforcement Services under Option 3, as outlined in [RPT-0270-24](#), to address complaints and safety concerns;

AND WHEREAS public engagement concluded in 2024, and Council subsequently directed Staff to proceed with Option 2 of [RPT-0454-23](#) to permit chickens only in non-urban residential areas, subject to regulations and required by-law amendments;

THAT Committee receive RPT-0538-25 – Chickens in Residential Areas for information;

AND THAT comments on the newly drafted 'Backyard Hen By-Law' be included in a recommendation report for consideration by the Policy Development Committee in February 2025;

AND THAT Staff provide further project updates to this Committee via email or memorandum.

Respectfully Submitted,

---

Ross Miller  
Chair





## Agricultural Advisory Committee Minutes

**Date:** January 27, 2025  
**Time:** 9:00 a.m.  
**Location:** Council Chambers  
7 Broadway Street West  
Paris, ON

**Present:** Mayor Bailey, Councillors Kyle, and Coleman, Members Aulsebrook, Eddy, R. Miller, Snyder, and Vos

**Regrets:** Members Hodge, L. Miller, and Sharp

**Staff:** Bergeron, Vink, Kitchen, and Pluck

**Alternative formats and communication supports are available upon request. For more information, please contact the County of Brant Accessibility and Inclusion Coordinator at 519-442-7268 or by email [accessibility@brant.ca](mailto:accessibility@brant.ca)**

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**1. Attendance**

Attendance was taken.

**2. Election of Chair and Vice Chair**

Spencer Pluck, Deputy Clerk called for nominations for the position of Chair of the Agricultural Advisory Committee. Councillor Coleman nominated Member R. Miller. Member R. Miller accepted the nomination. There were no more nominations for the position of Chair.

Moved by Councillor Coleman  
Seconded by Councillor Kyle

That nominations for the position of Chair be closed;

And that Member R. Miller be declared Chair of the Agricultural Advisory Committee.

**Carried**

---

S. Pluck called for nominations for the position of Vice Chair of the Agricultural Advisory Committee. Councillor Coleman nominated Member Vos. Member Vos accepted the nomination. There were no more nominations.

Moved by Mayor Bailey  
Seconded by Councillor Kyle

That nominations for the position of Vice Chair be closed;

And that Member Vos be declared Vice Chair of the Agricultural Advisory Committee.

**Carried**

Member R. Miller in the Chair.

**3. Approval of Agenda**

Councillor Kyle noted an addition under other business.

Moved by Councillor Coleman  
Seconded by Councillor Kyle

That the agenda for the January 27, 2025 Agricultural Advisory Committee be approved, as amended.

**Carried**

**4. Declaration of Pecuniary Interests**

None.

**5. Delegations / Petitions / Presentations**

None.

**6. Adoption of Minutes from Previous Meetings**

6.1 Agricultural Advisory Committee Minutes of November 25, 2024

Moved by Member Vos  
Seconded by Mayor Bailey

That the Agricultural Advisory Committee minutes of November 25, 2024, be approved.

**Carried**

**7. Business Arising from the Minutes**

Brief discussion was held regarding gateway signs between the City of Brantford and the County of Brant, with there being no updates at this time.

**8. Agricultural Planning Applications**

None.

## 9. Staff Reports

### 9.1 RPT-0538-25 Chickens in Residential Areas - Draft Regulations and Next Steps

Jessica Kitchen, Planner appeared before the committee and provided an update on chickens in residential areas. J. Kitchen presented the draft by-law and license application for backyard hens in non-urban residential zones and advised that further consultation took place with the County of Brant's Operations Department, Grand Erie Public Health, Risk Management Official, and the Ontario Ministry of Agriculture, Food and Agribusiness. She concluded with advising that a report on the implementation and next steps of chickens in residential areas will be going forward to the February Policy Development Committee for consideration.

In response to questions, J. Kitchen advised that feedback from public engagement, experts, and the Agricultural Advisory Committee were considered for the development of the draft by-law, and that the by-law focuses on the non-urban residential zones.

In response to questions, Greg Bergeron, Director of Enforcement & Regulatory Services spoke to the guidelines and regulations outlined within the by-law. He advised that there is no grandfather clause within the by-law, and individuals will be expected to come into compliance within a reasonable time frame.

The committee held discussion pertaining aviary influenza and the enforcement of provisions within the by-law.

In response to further questions, J. Kitchen advised that a monitoring approach can be built into the report coming forward to the February Policy Development Committee which can allow staff to address the program as required.

Moved by Councillor Coleman  
Seconded by Councillor Kyle

WHEREAS Council initially directed Staff to investigate permitting chickens in all residential areas of the County (Option 3 of [RPT-0454-23](#)), subject to specific regulations, licensing, inspections, and public consultation;

AND WHEREAS Staff identified potential additional operational costs and resource needs for Enforcement Services under Option 3, as outlined in [RPT-0270-24](#), to address complaints and safety concerns;

AND WHEREAS public engagement concluded in 2024, and Council subsequently directed Staff to proceed with Option 2 of [RPT-0454-23](#) to permit chickens only in non-urban residential areas, subject to regulations and required by-law amendments;

THAT Committee receive RPT-0538-25 – Chickens in Residential Areas for information;

AND THAT comments on the newly drafted 'Backyard Hen By-Law' be included in a recommendation report for consideration by the Policy Development Committee in February 2025;

AND THAT Staff provide further project updates to this Committee via email or memorandum.

---

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**Carried**

**10. Communications**

None.

**11. Other Business**

Councillor Kyle advised that members of County of Brant Council and staff attended the ROMA conference and met with the Ministry of Transportation with respect to the moving of agricultural equipment on highways. She noted it was a positive conversation.

**12. In Camera**

None.

**13. Next Meeting and Adjournment**

Committee adjourned at 9:40 am to meet again on Monday, February 24, 2025 at the County of Brant Council Chambers.

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Secretary



## County of Brant Council Report

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**To:** The Mayor and Members of County of Brant Council  
**From:** Lauren Graham, Planner  
**Date:** February 11<sup>th</sup>, 2025  
**Report #:** RPT-0057-25  
**Subject:** Telecommunication Tower Protocol Update  
**Purpose:** For Approval

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### Recommendation

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Whereas the County of Brant initiated an update to its Telecommunication Tower Protocol in July 2024 and, following public consultation, has prepared a final draft for Council's consideration;

Therefore, be it resolved that Report RPT-0057-25 – Telecommunication Tower Protocol Update be received as information;

That any previous version of the County's Telecommunication Tower Protocol be rescinded, and the updated protocol forming Attachment 1 to this report be adopted as Policy No. DVS-2025-001 in the County's Corporate Policy Manual;

And that staff be directed to update the County's Delegation of Authority By-Law to grant authority to issue a letter of concurrence for proposals that align with the 2024 Telecommunication Tower Protocol, as drafted in Attachment 2 to this report.

### Executive Summary

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The purpose of this report is to provide the Council with information pertaining to proposed updates to the County's Telecommunication Tower Protocol, which are intended to streamline the process when an application meets the County's strategic and land use directives. The County's role in the Federal approvals process is to act as a commenting body on land use matters. The County's mandate is to provide comments to the Federal agency (ISED Canada) based on the criteria set out in the County's Telecommunication Tower Protocol. Key updates to the protocol include:

1. **Setback Requirements** – changing to approximately 1.5 times the height of the tower from sensitive land uses.
2. **Site Selection/ Justification Report** - removing the Business Case Requirements outside of the purview of the County's review.
3. **Emergency Access and Maintenance** - revising the parking provisions and ensuring safe access for maintenance
4. **Lighting** – removing lighting requirements, which are deferred to ISED Canada.

5. **Notification Radius** – maintaining the 500m radius as opposed the previously proposed 120m radius.
6. **Environmental and Natural Hazard Considerations** – refinements to distinguish Natural Heritage Systems from Natural Hazards and defer to conservation authorities where applicable.
7. **Indigenous Engagement** – Addition of requirements for archaeological assessments and formal consultation with Six Nations of the Grand River and Mississaugas of the Credit First Nation.
8. **Strategic Telecommunication Planning** – revisions to align with long-term connectivity goals of the County of Brant
9. **Delegation of Authority** – to improve efficiency and prioritize compliance applications

## Strategic Plan Priority

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Strategic Priority 2 - Focused Growth and Infrastructure

### Report

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#### Background

The purpose of a Telecommunication Tower Protocol is to define the local land use authority's consultation process and provide guidelines for evaluating communication tower and antenna site proposals within the municipality to determine if concurrence with the proposal should be provided. The protocol is a tool for providing guidance to the telecommunications industry, County Staff, Council, and members of the public. In 2020, the County of Brant adopted the latest version of the Communication Tower and Communication Antenna Preferred Location Protocol which is proposed to be rescinded and replaced with the newly proposed protocol.

The County's protocol is developed in accordance with the guidelines of Innovation, Science, and Economic Development Canada (ISED Canada) document CPC-2-0-03 *Radiocommunication and Broadcasting Antenna Systems*. ISED Canada encourages land use authorities to develop local protocol that provide clear direction within their area of responsibility (land use), while not creating more burdens for proponents than the processes and responsibilities set out in the ISED Canada antenna siting procedures. Further, ISED Canada has published the *Guide to Assist Land-Use Authorities in Developing Antenna System Siting Protocols* (Issue 2, August 2014). The guideline gives context for the municipality's role in influencing antenna siting through the Federal approvals process. This document also provides guidance for the scope and principles to be applied when developing municipal tower siting protocols.

County Staff have reviewed the protocol to ensure it is consistent with the documents published by ISED Canada, as well ensuring that the public feedback received through recent consultation for telecommunication tower applications within the County is addressed.

Provincial and Municipal land use planning policies speak to communication infrastructure on a broad level. For example, under Section 3.1 of the *Provincial Planning Statement 2024* (PPS) municipalities are required to ensure that necessary infrastructure and public service facilities are provided in an efficient manner while accommodating projected needs. The policy specifically notes that "infrastructure and public service facilities should be strategically

located to support the effective and efficient delivery of emergency management services, and to ensure the protection of public health and safety.”

At the municipal level, Part 5, Section 5.10 of the County of Brant Official Plan (2023) contains policies regarding public utilities and telecommunications. Section 5.10.2 advises where County protocols have been adopted by Council for public utilities and telecommunication facilities, the applicant shall demonstrate as part of a complete application that the planned project is in accordance with protocols adopted by Council. Section 5.10.3 advises when planning for the expansion of existing and planned public utilities, telecommunication facilities and/or other infrastructure, the County shall encourage the co-location of linear utilities and facilities. Section 5.10.7 states the County shall support the provision of electronic communications technology involving high-capacity fibre optics to enhance telecommunications services throughout the County, where appropriate. The newly proposed protocol is included as Attachment 2 to this report.

### Analysis

Planning staff are recommending updates to the existing Telecommunication Tower Protocol based on industry feedback, technological advancements, and community needs. Attachment 3 provides a detailed table outlining each proposed technical change and summarizing the overall formatting changes. Below is an analysis of the major proposed changes:

#### **Setback Requirements**

The setback requirements from a tower to a sensitive land use is proposed to be changed from the current provision requiring 3 times the height of the proposed tower (or a minimum of 120m) to a provision requiring 1.5 times the height of the tower. This change will allow for some flexibility for setbacks to be proportionate to the height of each tower. In addition, the 1.5x height setback of the tower ensures that if a tower were to fall or slide, it remains within the property limits.

Sensitive land uses have been more broadly defined and include existing and proposed residential uses, natural heritage areas, and various other community land uses. While some municipalities rely on ISED Canada’s default 120m notification radius, others rely on setbacks related to the tower’s height. The proposed changes balance safety considerations in the event of tower failure while also mitigating potential visual impacts by tailoring setbacks to varying tower heights.

#### **Site Selection/Justification Report**

Staff are proposing the removal of the Business Case requirements and will solely require a Site Selection/Justification Report. Since business-related factors fall outside the County’s land use authority, this change ensures that proponents still provide relevant business context without requiring unnecessary documentation. The justification report will focus on:

- Identifying potential land use concerns,
- The features and scope of the proposal,
- Alternative locations and options considered, and
- The rationale for choosing the proposed site and tower.

This revision reflects the County’s focus is on land use capability at a local level.

#### **Emergency Access and Maintenance**

The existing requirement for one dedicated parking space will be replaced with a broader provision requiring safe access to a public right-of-way for emergencies or servicing. This change prioritizes safety and accessibility while keeping focus on land use considerations.

### **Lighting Provisions**

Lighting provisions for communication towers is proposed to be removed. This requirement was not included at the Public Open House; however, staff feel it is appropriate to remove the requirement as it is within the jurisdiction of ISED Canada to regulate these components. Transport Canada and NAV CANADA also review and provide comments regarding painting and/or lighting requirements when a proposal falls within their jurisdiction.

### **Notification Radius**

Following feedback from the Public Information Session, staff propose to maintain the existing 500m mail notification radius instead of reducing it to 120m as initially suggested. For consistency, the notification radius for abutting municipalities will also be increased to 500m.

### **Natural Heritage and Hazard Areas**

The definition of Natural Heritage Systems has been refined to distinguish natural heritage systems features (e.g. woodlands, wildlife, wetlands) from natural hazards (e.g. flooding and erosion hazards) in an approach that is consistent with the County's Official Plan. In consultation with the relevant Conservation Authority, telecommunication towers may be supported within or near flood-prone areas where no significant natural features exist. These proposals will be assessed on a case-by-case basis, maintaining environmental protections while allowing flexibility. The primary intent of environmental setbacks is to protect wildlife, particularly birds and insects, from the impacts of radio frequency and electromagnetic field emissions. The primary intent of setbacks in areas with natural hazards is to ensure life-safety measures are in place to reduce potential risks.

### **Indigenous Engagement and Archaeological Assessments**

Recognizing the County's commitment to Indigenous engagement and reconciliation, the protocol proposed to formally includes consultation with Six Nations of the Grand River and Mississaugas of the Credit First Nation.

Additionally, archeological assessment will be required for any projects involving ground disturbance, aligning with the direction of the County's Official Plan and addressing common requests from Indigenous communities.

### **Strategic Telecommunication Planning**

Minor amendments have been incorporated following consultation with the County's Manager of Strategic Technology Projects to ensure a coordinated, County-first approach to telecommunications infrastructure and maximize benefits to the community.

### **Delegation of Authority for Issuing Concurrence**

Planning staff have also recommended the delegation of authority for applications that conform with the protocol to provide a more streamlined process for those that submit applications that align with the County's objectives. The following approaches to delegated authority were considered through this process:

1. **(Recommended)** That staff are granted delegated authority for the review, and issuance of concurrence letters for tower applications that meet the Protocol, and that

Council continues to provide direction on any applications which do not meet the Protocol.

2. That staff are granted delegated authority for the review, and issuance of concurrence or non-concurrence letters for all tower applications.
3. That all tower applications continue to follow the current process to Council for their direction.

The recommended approach allows staff to quickly process compliant applications, while still enabling proponents of non-compliance proposals to seek Council approval on a case-by-case basis. This approach incentivizes applications that align with the County's objectives, while preserving opportunities for public feedback and Council decision-making.

### Public Comments

A Public Information Session was held July 25, 2024, with additional public engagement taking place through Engage Brant between the timeframe of July 10, 2024, to July 25, 2024.

Through this engagement, specific questions were raised regarding typical tower heights and the potential impact on existing structures. County of Brant staff responded publicly to these concerns, providing detailed information about tower height regulations. Feedback was also received regarding the reduction of mail notice requirements for tower installations, and inquiries were made about the timeline for anticipated internet service enhancements resulting from the new towers. Concerns were also raised that were beyond the scope and jurisdiction of a municipality's input in tower proposals. These concerns were noted by staff and residents were encouraged to reach out to ISED Canada to discuss them further. The comments received at the public information session are included as Attachment 4 to this report.

### Summary and Recommendations

Federal regulations provide a framework for municipalities to conduct public consultations and provide input on the land use implications of telecommunication tower projects. The Provincial Planning Statement emphasizes the need for municipalities to be strategic in providing infrastructure that supports community development. Given the expansion of 5G networks and increasing infrastructure demands, the County's review of its Telecommunication Tower Protocol is both timely and necessary.

Staff have completed a comprehensive review of the County's Telecommunication Tower Protocol and are proposing updates to streamline the review process and improve clarity. Key changes include reformatting the document, aligning it with corporate priorities, and ensuring that proposals adhere to the updated protocol.

To enhance efficiency, staff are also recommending delegating authority to issue concurrence for telecommunication tower projects that comply with the revised protocol. This approach will incentivize proponents to align with the County's requirements, reducing the likelihood of requests that would not receive staff concurrence.

### **Attachments**

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1. 2024 Telecommunication Tower Protocol
2. Delegation of Authority By-law
3. Table of Proposed Changes to the Telecommunication Tower Protocol

#### 4. Public Information Session Comments

##### **Reviewed By**

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Jeremy Vink, Director of Planning

Michael Hobin, Manager, Strategic Technology Projects

Brandon Kortleve, Manager of Policy Planning

##### **Copied To**

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Senior Management Team

##### **By-law and/or Agreement**

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By-law Required	Yes
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No

## COUNTY OF BRANT

### COMMUNICATION TOWER AND ANTENNA SYSTEM PREFERRED LOCATION PROTOCOL

(ISED Local Land-use Authority Consultation Process)

#### 1. **BACKGROUND**

##### **A. Purpose**

The purpose of this protocol is to outline the local land-use consultation process and guidelines to be followed in evaluating communication tower and communication antenna siting proposals within the County of Brant for the purposes of issuing a letter stating concurrence on behalf of the local land-use authority.

##### **B. Objectives**

The objectives of this protocol are:

1. Establish a local consultation framework that provides a clear process for collaboration among the County of Brant, the public, and proponents to review non-exempt communication tower and antenna proposals, ensuring local land-use authority consultation is completed and a letter stating concurrence or non-concurrence is issued to ISED Canada
2. Define evaluation criteria by setting clear guidelines to:
  - Prioritize existing and shared infrastructure to minimize new tower sites.
  - Avoid siting near sensitive land uses.
  - Encourage and support development in preferred locations identified by this protocol.
3. Facilitate meaningful consultation by ensuring opportunities for public input, Indigenous Community engagement with Six Nations of the Grand River and Mississaugas of the Credit First Nation, and coordination with applicable public agencies within ISED's 120-day timeline.
4. Address land-use and site design concerns and enable early identification and resolution of land use, siting, or design issues by ISED Canada, the communications industry and the County of Brant.
5. Streamline the application review to deliver an efficient application and review process that aligns with County land-use priorities, fosters community involvement, and delivers tangible benefits.

## 2. **DEFINITIONS**

The following are the definitions for the purposes of this protocol and its implementation:

- a) Application or Submission Means, in the context of this protocol, a request to the municipality to determine local consultation, siting, and site design preferences, and to install or modify an antenna system within the municipality. Such an application may also be referred to as a “Telecommunication Tower Review Application” and shall be made to the County of Brant, including any submission requirements and fees as further outlined in this protocol.
- b) Co-location or Co-locate Means the sharing of a communication tower or placement of a communication antenna on a building, structure or tower by more than one proponent.
- c) Commercial Use Means all lands designated or zoned for commercial land uses as may be further defined within the Official Plan and Zoning By-law for the County of Brant.
- d) Communication Antenna Means the components, either individually or in combination, needed to operate a wireless communication network for the purpose of radio and television communications, including but not limited to cell sites; transmitters; receivers; signaling and control equipment; and an equipment shelter containing electronic equipment and which is not staffed on a permanent basis and only requires periodic maintenance, but does not include a communication tower.
- e) Communication Tower Means all types of towers used to support one or more communication antennae for the purpose of radio and television communications. This may include, but is not limited to, a monopole; tripole; lattice tower; guyed tower; self-support tower; pole; mast; or other structure, which may be located at ground level or on the roof of a building, and may include an equipment shelter containing electronic equipment. Such a tower is not intended to be staffed on a permanent basis and only requires periodic maintenance.
- f) Designated Official For the purpose of issuing a letter stating concurrence or non-concurrence for a communication tower or communication antennas, the designated official shall be the Council of the County of Brant, or their delegate, as may be authorized under the County of Brant Delegation of Authority By-Law.

- g) Height Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. Depending on the particular installation, the tallest point may be an antenna, lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the antenna system.
- h) Industrial Use or Industrial Area Means all lands designated or zoned for industrial land uses as may be further defined within the Official Plan and Zoning By-law for the County of Brant.
- i) Institutional Use or Institutional Facility Means all lands designated or zoned for institutional land uses as may be further defined by the Official Plan and Zoning By-law for the County of Brant.
- j) Land Use Authority For the purposes of this protocol, the land use authority (or "LUA") shall refer to the County of Brant and any officer that may be delegated applicable authority on behalf of the County of Brant.
- k) Natural Hazards Means lands regulated by Grand River Conservation Authority or Long Point Region Conservation Authority pursuant to the Conservation Authorities Act. Natural hazards may include but may not be limited to wetlands, erosion hazards, and flooding hazards.
- l) Natural Heritage System Means all lands that meet the criteria for and/or that have been identified as being included in the Natural Heritage System in the County Official Plan and Zoning By-Law. The Natural Heritage System includes but is not limited to the following natural heritage features and areas:
- a) significant habitat of endangered species and threatened species;
  - b) wetlands, seepage areas and springs, fish habitat, and watercourses;
  - c) areas of natural and scientific interest;
  - d) significant woodlands;
  - e) significant valleylands;
  - f) significant wildlife habitat;
  - g) natural areas having significant environmental, cultural, economic, or historical value to indigenous Communities consisting of Six Nations of the Grand River and Mississaugas of the Credit First Nation.

- m) Parks and Recreation Use or Facility Means all lands designated or zoned for open space and/or recreational purposes, as may be further defined by the Official Plan and Zoning By-Law for the County of Brant, but does not include lands considered part of the Natural Heritage System or lands that contain Natural Hazards.
- n) Proponent Means a company, organization or person which offers, provides or operates wireless broadcasting or communication services to the general public and includes, but is not limited to, companies which have a radio authorization from ISED, and their authorized agents.
- o) Public Agency or Authority Means
- a) the Government of Canada, the Government of Ontario or any municipal corporation;
  - b) any ministry, department, commission, corporation, authority, board or other agency established from time to time by the Government of Canada, the Government of Ontario or any municipal corporation;
  - c) any public utility;
  - d) any railway company authorized under The Railway Act, as amended from time to time, or any successors thereto; or
  - e) any school board, public utility commission, transportation commission, public library board, board of parks management, board of health, police services board, planning board or other board or commission or committee of local authority established or exercising any power or authority under any general or special Statute of Ontario with respect to any of the affairs or purposes of a municipality or any portion thereof, and includes any board, commission or committee or local authority established by By-Law of the Municipality.
- p) Residential Use Means all lands designated or zoned for residential uses, as may be further defined by the Official Plan and Zoning By-Law for the County of Brant, and shall include any lands where existing residential dwellings are located on lands not zoned or designated for residential land uses but where the residential use is considered legal non-conforming.

- q) Sensitive Land Use Means buildings, amenity areas, or outdoor spaces where routine or normal activities occurring at reasonably expected times would experience one or more adverse effects from nearby activities, such as visual incursions, contaminant discharges, and noise generated by a new communication tower and communication antenna and associate infrastructure. Sensitive land uses may be a part of the natural or built environment. Examples may include, but are not limited to, residences, schools, day care centers, private and public open space uses, public gathering sites, sites of topographic prominence, and public views and vistas. Except in the case of a residential use, where a sensitive land use exists on a property whose designation or zoning does not indicate as such, the criteria of this protocol are intended to be applied based on the designation of the property in the County of Brant's Official Plan.
- r) Siting and Design Proposal or Proposal Means any application or proposal whereby a radiocommunication and broadcasting antenna systems is proposed to be installed or modified, as referred to and regulated by Innovation, Science, and Economic Development (ISED) Canada.
- s) Subject Property Means the entire municipally assessed property for which the proponent of a communication tower and communication antenna is attempting to secure permission to erect the said structure and includes the land leased by the proponent for a proposed communication tower as well as the land required solely to access the site, such as an access aisle way or right-of-way.
- t) Tower Lease Area Boundary Means the extent of the land leased by the proponent for a proposed communication tower and communication antenna, but does not include the land required solely to access the site, such as an access aisle way or right-of-way.

### **3. PRELIMINARY CONSULTATION WITH THE LAND-USE AUTHORITY**

- (a) For siting and design proposals exempted from the County's land-use and public consultation process under this Protocol, the proponents shall provide information to the County on the nature and the location of the proposal and installation within a reasonable period of time, being 120 days, following the completion of such installation and for the purposes of the County's records. Such a submission should, at a minimum, provide a detailed site plan of the subject property.
- (b) For siting and design proposals not exempted from the County's land-use and public consultation process under this protocol, it is recommended that the proponent undertake a preliminary consultation meeting with the County Planning and County Building Division. This meeting would occur before a formal application is submitted to the County of Brant. The County agrees to keep the details of the preliminary consultation confidential pursuant to the exemptions under Part 1 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, in order to ensure the process does not affect the proponent's ability to finalize a lease/license agreement, and until such time as a formal application has been made.
- (c) A preliminary consultation meeting may be held in-person, or via virtual conference call. The purpose of this meeting is to:
  - i. Explore preferred site locations and siting, design and co-location considerations in accordance with this protocol';
  - ii. Determine if land use conflicts exist in accordance with this protocol
  - iii. Identify requirements for consultation;
  - iv. Determine if a site plan control agreement is required; and
  - v. Determine if a Telecommunication Tower Review Application is required.
- (d) At the preliminary consultation meeting, County staff will provide the proponent with an information package that includes:
  - i. This protocol, which outlines the application approval and exemption process, requirements for consultation, and guidelines regarding site selection, co-location, siting, design and landscaping; and
  - ii. Telecommunication Tower Review Application form.
- (e) To expedite the review of the application, the proponent will review this information package before an application submission is made so that the interests of the County, Indigenous Communities, and agencies are considered. The proponent is encouraged to consult with affected divisions and agencies before submitting the application.

#### **4. PREFERRED LOCATION AND DESIGN REQUIREMENTS**

- (a) In general, the County prefers that the following options be considered when a communication tower and communication antenna site proposal is submitted to the County in pursuit of a letter stating concurrence. The following options are listed in order of preference:
- i. Co-location on an existing facility (tower, building, or structure).
  - ii. New locations on an existing facility (tower, building, or structure).
  - iii. New locations in an industrial area.
  - iv. New locations on institutional uses, but excludes sensitive institutional land uses.
  - v. New locations outside of the Prime Agricultural Areas, as delineated by the County's Official Plan.
  - vi. Disguised installations.
  - vii. Monopoles with Co-location capability.
- (b) In general, and to supplement the criteria of this section, the following objectives will each be considered by the proponent when selecting a site for a new communication tower and/or communication antenna:
- i. maximizing setback distance from residential uses and other sensitive land uses;
  - ii. maximizing setback distance from the Natural Heritage System and Natural Hazards;
  - iii. maximizing setback distance from listed and designated heritage buildings and sites under the Ontario Heritage Act;
  - iv. avoiding sites of topographical prominence, where possible;
  - v. avoiding sites that would obscure public views and vistas of important natural or human-made features;
  - vi. ensuring compatibility with adjacent uses; and
  - vii. ensuring safe access.
- (c) Where a sensitive land use exists on a property whose designation or zoning does not indicate as such, or where the land use designation and zoning are inconsistently applied, the criteria of this protocol are intended to be applied based on the designation of the property in the County of Brant's Official Plan. The Official Plan designation is representative of the future direction and intended land use of a property.

#### **Site Selection Criteria**

- (d) For all applications, the proponent will select a site that minimizes the total number of communication tower and communication antenna sites in the County as a whole, which shall be substantiated within the Site Selection and Justification Report submitted as part of a complete application.
- (e) Where the municipality owns facilities or lands within the proponent's search area that would be suitable to accommodate the proposal, the County of Brant prefers to

be the landlord of first choice, provided that the County is given mutually agreed upon use of the tower for its own network connectivity. The proponent shall identify the possibility and feasibility of working with the municipality to install or enhance the County's IT network.

- (f) To minimize the impact on the County's urban and rural environments, a new site may be preferred where an existing site with co-location opportunities does not meet the preferred setback distances of this protocol. In these instances, co-location may be deemed not to be feasible. The new site will be expected to achieve the setback distances of this protocol.
- (g) A new communication antenna mounted on a building or structure such as an existing communication tower, hydro transmission tower, utility pole or water tower, is to be explored by the proponent before any proposal is made for the construction and development of a new communication tower and communication antenna site.
- (h) Where co-location on an existing system is not feasible and a new site is proposed, the proposal will be designed with co-location capacity. As part of the application process, the County of Brant may require that a proponent enter into an agreement with the municipality to confirm co-location opportunities and/or multi-tenant occupancy. Any exclusivity agreement which limits access to a communication tower and communication antenna site by other proponents will not be accepted by the County of Brant.
- (i) New communication tower and communication antenna sites will be located at a setback distance equal to or further than 1.5 times the tower height from residential uses and from the Natural Heritage System.
- (j) In instances where site selection involves the following considerations, additional criteria apply as follows:
  - i. Location in or within 1.5 times the tower height from Natural Hazards, such a proposal shall be reviewed and authorized by the applicable conservation authority;
  - ii. Location on a listed and/or designated heritage properties or districts under the Ontario Heritage Act, the proposal will be reviewed and authorized by the County of Brant Municipal Heritage Committee; and/or
  - iii. Location within vicinity of Brantford Airport may require consultation and/or approval by Transport Canada and Nav Canada.

### **Design and Landscaping Criteria**

- (k) Architectural principles will be incorporated into the design and landscaping of a communication tower and communication antenna site to ensure the compatibility of the site with the surrounding buildings and neighbourhood, where possible.
- (l) Disguised, monopole installation will be used where a new communication tower

and communication antenna site is proposed to a setback distance less than 1.5 times the height of the tower from a residential use, the Natural Heritage System, and other sensitive land uses.

- (m) New communication tower and communication antenna locations will be setback an appropriate setback distance from all property lines and public road allowances such that line of sight is not obstructed and functionality of the public road is not adversely affected, in accordance with the County of Brant's Development and Engineering Standards.
- (n) New communication tower and communication antenna sites require safe access to a public right-of-way for the purposes of emergency access and regular maintenance.
- (o) All reasonable efforts will be made to decrease the size and visibility of all communication towers and communication antennas so that they will blend in with the surroundings. To improve the scale and visual impact of communication tower and communication antenna sites, mitigation measures should include consideration of:
  - i. design features,
  - ii. structure type,
  - iii. colour
  - iv. materials,
  - v. landscaping, and
  - vi. screening, decorative fencing.
- (p) Wherever feasible, communication towers and communication antennas, including associated equipment and infrastructure, shall have a non-reflective surface and be of a neutral colour which is compatible with the sky and the surroundings. They should be designed to resemble features commonly found in the surrounding urban and rural areas, such as a flagpole, clock tower, silo or streetlight, with the objective of being unobtrusive.
- (q) Communication towers will accommodate only communication antennas. Only identification or information signs or other material directly related to the identification or safe operation of this equipment will be permitted on the tower. No third-party advertising, or advertising or promotion of the proponent or the proponent's services shall be permitted.
- (r) For emergency contact purposes, a small plaque must be placed at the base of the structure, or at the main entrance to the site where the structure is not accessible under normal circumstances, identifying the owner/operator of the structure and a contact telephone number.
- (s) Where equipment shelters are on roofs of buildings, they shall be encouraged to maintain a setback of a minimum of 3.0 metres to the roof edge and to a maximum height of 4.0 metres, where possible.

- (t) Where a new communication tower and communication antenna site is proposed to be located on a roof of building, the proponent is encouraged to be a minimize height from roof level and maximize the set-back from the roof edge to ensure the compatibility of the site with the surrounding buildings and neighbourhood, where possible.

## **5. APPLICATION SUBMISSION REQUIRED**

- (a) Where a proposed communication tower or communication antenna site is not exempt from application by this protocol, the proponent will submit a Telecommunication Tower Review Application to the County of Brant.
- (b) Upon receipt of a complete application, as described in Section 7 of this protocol, the County will begin its review of the proposal and the 120 day processing timeframe will begin. The proponent will be informed when the application is deemed to be complete.
- (c) Notice of the complete application will be circulated to affected County Divisions, Six Nations of the Grand River, Mississaugas of the Credit First Nation, and to public agencies, and abutting municipalities whose jurisdiction falls within a radius of 500 metres of the subject property.

## **6. EXEMPTIONS TO APPLICATION SUBMISSION**

- (a) Communication towers and communication antennas, which are exempted from the requirement to consult with the County and provide public notice under the provision of ISED's CPC-2-0-03 are not required to submit a Telecommunication Tower Application review.
- (b) Further to these standard exemptions, for the following types of installations, proponents are also excluded from the requirement for a Telecommunication Tower Application Review:
  - a. installation, for a limited duration (typically not more than 3 months), of an antenna system that is used for a special event, or one that is used to support local, provincial, territorial or national emergency operations during the emergency, and is removed within 3 months after the emergency or special event;
  - b. New antenna systems, including masts, towers, or other antenna-supporting structures, erected by the County of Brant, whose primary function is to address life safety or health and safety issues by improving emergency services communication and emergency operations on an ongoing basis.

## **7. APPLICATION SUBMISSION**

- (a) The following information is required to be submitted to the satisfaction of the County of Brant before an application is deemed to be complete:

- (i) Site Selection and Justification Report that, at a minimum, identifies the following:
- All communication tower and communication antenna sites within a radius of 1500 metres of the proposed location;
  - Details with respect to the coverage and capacity of the existing communication tower and communication antenna sites in the surrounding area, including an associated map;
  - In the case of a new tower/antenna site, detailed documentary evidence as to why collocation of the existing communication tower and communication antenna sites are not a viable alternative to a new communication tower and communication antenna site;
  - Identify any problems or situations to be addressed, the features and scope of the proposal, options considered and rationale for choosing the solution proposed.
  - The general methodology of the site selection process followed by the proponent for selecting the preferred site, including justification that the site meets the site selection criteria in accordance with this protocol; and
  - A summary of all consultation undertaken and how any concerns that have been raised were addressed.
- (ii) Archeological Assessment of any area that may be disturbed by the construction of a new site.
- (iii) Colour photograph(s) with proposed communication tower superimposed;
- (iv) Site Plan showing the proposed leased area;
- (v) map showing the horizontal setback distance between the proposed tower base, leased area boundary, and the nearest property boundary of a property containing a sensitive use;
- (vi) A map showing all municipally assessed properties within a radius of 500 metres the proposed towers height from the subject property for the purposes of public consultation; and
- (vii) The required fee(s).

(b) The proponent will pay the required application fee as outlined in the County of Brant Fees and Charges By-Law.

(c) Other fees may apply if applications for other matters such as entrance permits, curb cuts, tree removal etc. and are required to be paid to the applicable County divisions and/or agency as may be required.

(d) In recognition of the sensitive nature of such information, County staff will, subject to the requirements of this protocol in respect of public notice and public consultation and the Municipal Freedom of Information and Protection of Privacy Act, maintain confidentiality of information, where it has been requested by the proponent.

## **8. PUBLIC CONSULTATION**

(a) For the purposes of public consultation, the proponent may contact the Planning Division of the County of Brant for guidance to ensure all consultation is undertaken in

accordance with the County of Brant's consultation and engagement policies.

- (b) It is expected that all costs associated with the public consultation and notice process will be borne by the proponent.
- (c) It is expected that the public consultation process take place after the submission of a complete application and before any letter stating concurrence is provided by the County of Brant.

### **Exemptions to Public Consultation**

- (d) Public consultation under this section is not required for any proposals exempt by Section 6 of this protocol from making an application to the County of Brant

### **Procedure for Public Consultation**

- (e) The proponent will be responsible for organizing and chairing a community information session in a community center near the proposed location to present the proposal to the community and collect feedback.
- (f) The proponent will, in consultation with the Planning Division of the County of Brant, schedule the appropriate dates, times and locations for any community information session.
- (g) Notice of a proposed communication tower and communication antenna site is to be provided to all property owners and tenants located within a 500 metre radius of the subject property, with such notice to be prepared and sent by the County Clerk's Office as pre-paid first-class mail, with all costs to be borne by the proponent.
- (h) Notice shall be posted on the subject property in a manner that is clearly visible and legible from a public highway or other place to which the public has access, at every separately assessed property within the subject property or, if posting on the subject property is impractical, at a nearby location chosen by the Clerk of the County of Brant or the Director of Development Services. The notice sign posted shall be a minimum of 60cm by 90cm (2' by 3'), and shall be posted at the applicant's expense. The applicant will be further required to provide photo evidence of the sign posted on the subject lands 30 days prior to both the community information session and the public meeting, respectively
- (i) Newspaper and website notice is required where the proposed facility is 30 metres or more in height. Such a notice is to be placed in the public notice section of the local newspaper with appropriate circulation in the area surrounding the subject property and on the County of Brant's applicable public notice webpage.
- (j) A notice must include:
  - a. a description of the proposed installation;
  - b. its location and street address;

- c. proponent contact information and mailing address;
  - d. an invitation to provide public comments to the proponent within 30 days of the notice
  - e. an invitation to attend the aforementioned community information meeting;
  - f. A link and contact information for where inquirers can find the following information:
    - i. the rationale for the selection of the designated site;
    - ii. The date, time and location of the community information sessions
    - iii. materials that will be available at the community information session
    - iv. Information about the ISED application process and telecommunication towers in Canada.
- (k) The proponent will give notice to these property owners, all members of Council, the Director of Development Planning or his/her delegate and ISED as well as Nav Canada and the City of Brantford if the project is within 5000 metres of the Brantford Airport. This notice will be sent by regular mail, a minimum of 30 days before the community information session and public meeting, respectively. The proponent will provide written confirmation to the County in this regard.
- (l) All notice will be provided a minimum of 30 days before the community information session. The proponent will provide written confirmation to the County confirming how and when that notice has been given.
- (m) To confirm that the public consultation requirements have been met, the proponent will provide the County with a record containing the following:
- (i) List of attendees/parties, including names, addresses and phone numbers;
  - (ii) Written confirmation indicating the topics discussed and concerns and issues raised, resolutions and any outstanding issues;
  - (iii) Copies of letters or other communications received from the public; and
  - (iv) An acknowledgement letter that has been sent to the parties within 14 days indicating receipt of any questions or concerns about the proposal and a follow-up letter of response to the parties outlining how the concerns and issues raised at the community information session, and in any letters will be addressed, or alternatively, clearly setting out the reasons why such concerns cannot be addressed.

## **9. DEVELOPMENT AGREEMENT**

- (a) Regardless of the requirement or exemption for a telecommunication tower application review, in instances where the proposal results in a development of a property that is expected to significantly change the usability of a site in accordance with the County of Brant's Site Plan Control By-Law, and at the sole discretion of the County of Brant, the proponent may be required to enter into a development agreement pursuant to Section

41(7) of the *Planning Act*.

(b) Such an agreement may be created for the purposes of:

- (i) implementing the design criteria and objectives of this protocol;
- (ii) extending the validity of consultations beyond the three year window outlined by ISED Canada.

(c) At a minimum, such an agreement shall include the following requirements:

(i) Site Drawings

- a) The plans and specifications that show the location of the communication tower and communication antenna site, related equipment cabinets and or equipment shelter, compound fence, access driveway and landscaping, and grading changes, which proponent proposes to erect on the Lands.
- b) The proponent shall undertake that no buildings or structures other than those accessory to the communication tower and communication antenna sites be erected on the subject property.
- c) Notwithstanding Clause b) above, the agreement will not restrict:
  - the number, type, or configuration of antennas on/at the communication tower and communication antenna site,
  - future changes and/or additions to the site structures/buildings or site plan, including the construction of additional related buildings whose sole use is to house electronic equipment related to the communication tower and communication antenna site,
  - facility painting or lighting required by the Government of Canada now or in the future.
- d) Where changes to the site are to be made in accordance with clause c), the proponent is expected to notify the County of Brant and will make application to amend the site plan agreement to address the proposed changes.

(ii) Construction Supervision

- a.) The proponent acknowledges that the approval of the Site Drawings does not require issuance of a building permit by the County's Chief Building Official for the communication tower and communication antenna site, related equipment cabinets and or equipment shelter.
- b.) The proponent acknowledges that the County will not inspect the communication tower and communication antenna site and agrees that the County will not have any liability to proponent arising out of the construction or maintenance of the communication tower and communication antenna site, related equipment cabinets and or equipment shelter facility.

(iii) Conditions

- a.) Subject to the municipality's authority to apply site plan control, conditions may be applied to the development and the proponent will take steps to satisfy the conditions, which may include the

posting of a required security to ensure the provision of any or all of the facilities, works, or matters are provided to the satisfaction of the County of Brant.

b.) As part of a development agreement or as a stand alone agreement, require the proponent to enter into a lease agreement and provide proof of such an agreement to the satisfaction of the County of Brant.

(d) Such an agreement may not be required before a letter stating concurrence is issued but may be required as a condition for the validity of the concurrence that has been provided by the County of Brant and will be required in advance of a Building Permit being issued.

## 10. **BUILDING PERMIT**

(a) The application of the Ontario Building Code is not aimed at regulating broadcasting or communications or an integral part thereto. The objective is to ensure the structural integrity of ordinary buildings or property and account for the impact of the antenna and/or tower on the building.

(b) A building permit is required:

(i) Where a communication tower and communication antenna site is proposed on a structure previously subjected to the Ontario Building Code, a “without prejudice” building permit shall be required. The permit application is to be limited to the material effect on the pre-existing support structure, which is agreed shall be limited to loading characteristics.

(c) A building permit is not required for a ground mounted communication tower and communication antenna.

## 11. **RESOLVING CONCERNS**

(a) Proponents are to address all reasonable and relevant concerns, make all reasonable efforts to resolve them in a mutually acceptable manner and must keep a record of all associated communications. If the public, the County, Indigenous Communities or agency raises a question, comment or concern relating to the communication tower and antenna system, then the proponent is required to:

- i. respond to the party in writing within 14 days acknowledging receipt of the question, comment or concern and keep a record of the communication;
- ii. address in writing all reasonable and relevant concerns within 60 days of receipt or explain why the question, comment or concern is not, in the view of the proponent, reasonable or relevant;
- iii. in the written communication referred to in the preceding point, clearly indicate that the party has 21 days from the date of the correspondence to reply to the

- proponent's response. The proponent must provide a copy of all public reply comments to the County of Brant and the local ISED office; and
- iv. Responding to reasonable and relevant concerns may include contacting a party by telephone, engaging in a community meeting or having an informal, personal discussion. Between steps 1 and 2 above, the proponent is expected to engage the public in a manner it deems most appropriate. Therefore, the letter at step 2 above may be a record of how the proponent and the other party addressed the concern at hand.
- (b) The County will provide the proponent with County division, Indigenous Communities and agency comments from the application review. If any revisions are agreed to, the proponent will be encouraged to resubmit drawings and documents to address concerns identified during the application review and public consultation process. Any revised plans will be submitted to the County for further review and circulation prior to the confirmation of local land-use authority consultation being issued.
  - (c) For proposals that do not meet the preferred location and site design guidelines of Section 4 of this protocol, the proponent may request that a decision be made by County of Brant Council. In these circumstances, the following will apply:
    - a. the proponent will be responsible for presenting the merits of the communication tower and antenna facility proposal at a formal Public Meeting before the Council of the County of Brant, and
    - b. In addition to the public consultation requirements of Section 9, notice will also required to be sent out in the same manner as described and be synchronized with the distribution of the public notification package for the formal public meeting to Council.

## **12. CONFIRMATION OF LOCAL LAND-USE AUTHORITY CONSULTATION**

(a) The County's response letter to the proponent and to ISED will take into consideration all County division, Indigenous Communities', agency and other responses from the application and will forward the comments raised during the public consultation process for ISED to resolve.

(b) The County of Brant will inform the proponent and ISED in a letter stating whether the local land-use consultation process has been completed, the local criteria have been met in accordance with this protocol, and will include direction regarding the proposal as follows:

- i. Concurrence, if the proposal conforms with the County preferred location and design requirements, as set out within this protocol; and the County's technical requirements and conditions of concurrence, as may be required.

Or

- ii. Non-concurrence, if the proposal does not conform to County requirements as set out within this protocol.

(c) The County will provide a copy of this letter to all interested parties and all members of Council.

**13. PROCESS TIMEFRAME - COMMUNICATION TOWER APPLICATION REVIEW**

(a) Provided adequate consultation is undertaken, the County will endeavor to expedite the local land-use authority consultation within 120 days.

(b) In the event of unavoidable delays preventing the completion of the application process within the 120-day period, the County shall identify such delays to the proponent and indicate when the completion is expected to occur.

**14. COMMENCEMENT AND MODIFICATION**

(a) This protocol will come into effect the day after the date of its adoption by County of Brant Council.

(b) Except where there may be changes for spelling, grammar, or clarity purposes, modifications to this protocol require a decision by Council, unless otherwise delegated.



**BY-LAW NUMBER XX-XX**

-of-

**THE CORPORATION OF THE COUNTY OF BRANT**

To Amend By-law 73-22 - the Delegation of Authority By-law

**WHEREAS** Section 9 of the *Municipal Act 2001*, S.O. 2001 c. 25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

**AND WHEREAS** Section 227 of the *Municipal Act 2001*, S.O. 2001 c. 25 provides, among other matters, that it is the role of officers and employees of the municipality to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions;

**AND WHEREAS** Council may, pursuant to Section 23 of the *Municipal Act 2001*, S.O. 2001 c. 25, delegate its powers, duties and functions subject to the limitations as set out in the *Municipal Act 2001* and any other applicable Act(s) in order to maximize administrative and operational efficiency;

**AND WHEREAS** Council passed By-law 73-22, the Delegation of Authority By-law, on June 28, 2022;

**AND WHEREAS** on February 11, 2024, Council approved an amendment to the delegation of authority By-law through By-Law 52-24;

**NOW THEREFORE THE COUNCIL OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

1. That the "Planning and Development" section of Schedule A of By-law 73-22, as amended, be repealed and replaced with Schedule A of By-law XX-XX

**READ** a first and second time, this 11<sup>th</sup> day of February, 2025.

**READ** a third time and finally passed in Council, this 11<sup>th</sup> day of February, 2025.

**THE CORPORATION OF THE COUNTY OF BRANT**

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David Bailey, Mayor

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Sunayana Katikapalli, Clerk

# Planning and Development

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
General Responsibilities	To amend, rescind corporate administrative policies and procedures, Guidelines, and Terms of References consistent with the departments mandate.	Ability to approve, amend, and rescind corporate administrative policies and procedures, Guidelines, and Terms of References consistent with the departments mandate.  Amendments which alter the substance of Council approved policies, procedures, or terms of reference are not permitted.	General Responsibilities	To amend, rescind corporate administrative policies and procedures, Guidelines, and Terms of References consistent with the departments mandate.
Cash-in-Lieu of Parking  Official Plan provides for a Cash in Lieu of Parking policy.	Application to pay the County cash in lieu of providing parking required in accordance with the County of Brant Zoning ByLaw.	Staff is delegated the authority to negotiate and execute Cash in Lieu of Parking agreements subject to the applicable policies.	Development Services  Municipal Solicitor  GM Operations	GM Development Services  Director of Development Planning

<b>Type of Authority / Legislative Authority</b>	<b>Matter to be Approved</b>	<b>Terms, Conditions and Limitations</b>	<b>Commenting Departments as applicable</b>	<b>Authority Delegated to:</b>
Cash-in-Lieu of Parkland  Official Plan provides for a Cash-in-Lieu of Parkland Policy and Parkland-Dedication By-law	Application to pay the County cash in lieu of providing parkland required in accordance with the County of Brant Parkland Dedication By-law.	To approve, as a condition of development, the conveyance of land, cash-in-lieu of conveyance of parkland, or combination thereof for park or other recreational purposes whichever option, in the opinion of the General Manager, Recreation, Cultural and Facility Services, or the Manager, is appropriate and in compliance with the applicable Official Plan policies and the Parkland Dedication By-law. Authorized not to accept conveyance of land that is considered not suitable for use as parkland.	Development Services GM Community Services Manager of Parks and Forestry	GM Development Services  GM Community Services
Pre-Servicing Agreements  MA 2001, s. 9, 10, 23.2	Pre-Servicing Agreements for development projects which are approved or have received draft plan approval.	Agreement to be in a form satisfactory to the GM Operations GM of Development Services, and Municipal Solicitor.  All permit, legal fees or other costs as determined by the County from time to time shall be paid.	GM of applicable departments  Municipal Solicitor GM Operations Development Services	GM Development Services  Director of Development Planning  Director of Development Engineering

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Site Plan Control</p> <p><i>Planning Act, R.S.O. 1990, c. P.13 (hereinafter "PA") s. 5(1) and s. 41</i></p> <p><i>County of Brant Site Plan Control By- Law</i></p>	<p>Site Plan Control Applications and Agreements</p>	<p>Delegated authority is related to any development subject to s. 41 of the <i>Planning Act</i> R.S.O. 1990, and includes:</p> <p><i>Scheduling and undertaking consultation on behalf of the municipality before an applicant may submit plans and drawings for approval (ss. 41(3.1))</i></p> <p><i>Issuing a notice of a complete application or refusal of an incomplete application (ss. 41(3.5) and (3.6))</i></p> <p><i>Defining an authorized person for the purposes of the County of Brant Site Plan Control By-Law and as referred to in ss.41(4.0.1)</i></p> <p><i>Approval of any plans or drawings under s. 41(4)</i></p> <p><i>Determining any conditions to the approval of the required plans and drawings under s.41(7)</i></p> <p><i>Determining the need for a site plan application in an area prescribed by O. Reg. 254/23 that may otherwise be exempt by the County of Brant Site Plan Control By-Law</i></p> <p><i>Determining the scope of pre-consultation required for a minor site plan application under the authority of the County of Brant Site Plan Control By-Law.</i></p>	<p>As determined through pre-consultation circulation or a standard list of requirements</p>	<p>CAO</p> <p>GM Development Services</p> <p>Municipal Solicitor</p> <p>Director of Development Planning</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
		<p><i>Negotiation, preparation, review, approval, conditional approval, execution of, and amendment of any agreement referred to under ss.41(7) and further described in the County of Brant Site Plan Control By-Law.</i></p> <p><i>Registration of any agreement on title of the applicable property through the office of the Municipal Solicitor, including the release of any agreement from title</i></p> <p><i>Granting an extension for the completion of criteria prescribed by the Site Plan Control agreement.</i></p> <p><i>Determining penalties applicable under s. 67 for any contravention of the conditions of an applicable site plan agreement under s. 41. Subject to limitations in the Municipal Act</i></p>		
<p>Temporary Sales Office</p> <p>MA, 2001, s. 9, 10, 23.2</p>	<p>Agreement for structure.</p>	<p>Ensure access for fire trucks and provision of water supply / hydrants for fire protection.</p> <p>Timing:</p> <ul style="list-style-type: none"> <li>- One year is sufficient, can be extended if required.</li> </ul>	<p>Development Services</p> <p>GM Operations</p>	<p>Chief Building Official</p> <p>Deputy Chief Building Official</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Community Improvement Plan Agreements</p> <p>MA, 2001, s. 9, 10, 23.2</p> <p>PA, sections. 5(1), 28(7), 41</p>	<p>Execution of CIP Agreements.</p>	<p>Amendments to existing agreements to be limited to non- financial or other minor conditions.</p> <p>Consideration given to County concerns, requirements, and issues.</p>	<p>Development Services</p> <p>CAO</p> <p>Municipal Solicitor</p>	<p>GM Development Services</p> <p>CAO</p> <p>GM Strategic Initiatives</p> <p>Municipal Solicitor</p> <p>Director of Development Planning</p>
<p>Development Agreements</p> <p>Part Lot Control Agreements</p> <p>Severance Agreements</p> <p>Easement Agreements</p> <p>Subdivision Agreements</p> <p>PA s. 5(1), 41, 50, 51(26), 53(12)</p>	<p>Authority to negotiate, review, prepare, execute, administer, and have registered these agreements for the purpose of expediting the development approval process.</p> <p>Part Lot Control Applications.</p>	<p>Form and Substance to be to the satisfaction of the Municipal Solicitor.</p> <p>Approval of Agreements for new applications.</p> <p>Ability to release development agreements from title of properties subject to all conditions and County standards being met.</p>	<p>Development Services</p> <p>CAO</p> <p>Municipal Solicitor</p>	<p>GM Development Services</p> <p>Director of Development Planning</p> <p>CAO</p> <p>Municipal Solicitor</p> <p>Director of Development Engineering</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
Release of Financial Securities	Provide County Staff the ability to retain, reduce, and release securities related to Development Agreements.	<p>Ability to retain, reduce, and release securities related to Development Agreements subject to all conditions and County standards being met.</p> <p>Ability to approve the release or partial release of financial securities related to Development Agreements provided that all conditions and County Standards for which the securities are held are met.</p>	<p>Development Services CAO Municipal Solicitor</p>	<p>GM Development Services Director of Development Planning CAO Director of Development Engineering</p>
Reduction or Waiver of Application Fees	Reduce or waive development application fees.	Ability to reduce or waive application fees for development applications that are for a minor or technical nature.	<p>Development Services CAO</p>	<p>GM Development Services Director of Development Planning CAO Director of Development Engineering</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Plans of Subdivision and Condominium Plans approved by Council</p> <p>PA, s. 51 (58)</p>	<p>Authority to review, administer, have registered, and approve these plans for the purpose of expediting the development approval process.</p> <p>Redline Revisions (minor amendments) to Draft Plan of Subdivisions /Condominiums.</p> <p>Ability to draft, amend, and approve conditions related to Plan of Subdivisions and Plan of Condominiums.</p>	<p>Sign final plans of subdivision and final plans of condominium for the purpose of indicating that final approval has been granted by the approval authority and is acceptable for registration.</p> <p>Grant extensions of draft approved Plans of Subdivisions and Plans of Condominium.</p> <p>Change the conditions of draft approved Plans of Subdivision and draft approved Plans of Condominium.</p> <p>Ability to draft, amend, and approve conditions related to Plan of Subdivisions and Plan of Condominiums.</p>	<p>Development Services</p> <p>CAO</p> <p>Municipal Solicitor</p> <p>Director of Development Engineering</p> <p>GM of Operations</p> <p>GM of Community Services</p>	<p>GM Development Services</p> <p>Director of Development Services</p> <p>Director of Development Engineering</p> <p>CAO</p>
<p>Applications for Official Plan Amendment and Plans of Subdivision, and</p>	<p>Only to refuse to accept or further consider such applications until it is deemed complete.</p>	<p>Refusal to accept or consider further as not deemed complete.</p>	<p>Development Services</p> <p>CAO</p> <p>Municipal Solicitor</p>	<p>GM Development Services</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
Consent Applications PA, s. 5(1), 2(6),51(19), 53(4)				Director of Development Planning CAO
Appeal to <b>OLT</b> PA, s. 5(1)	To lodge appeals prior to the end of an appeal period for a planning application.	Appeal to be based on the principles of sound planning reasons, subject to the appeal being confirmed by Council at the following Council session.	Development Services CAO Municipal Solicitor	GM Development Services Director of Development Planning CAO Municipal Solicitor
Conditional Building Permit Building Code Act, S.O. 1992, c. 23, as am.	Authority to enter into an agreement for a Conditional Building Permit.  The authority to negotiate, prepare, execute, administer, and have registered such Agreements.	The CBO has discretion to issue a Conditional Building Permit where unreasonable delays would occur if same is not granted.	Development Services CBO Development Services CAO Municipal Solicitor	CBO Director of Development Engineering

<b>Type of Authority / Legislative Authority</b>	<b>Matter to be Approved</b>	<b>Terms, Conditions and Limitations</b>	<b>Commenting Departments as applicable</b>	<b>Authority Delegated to:</b>
Approval of Final Acceptance and Assumption of Subdivision Works PA, s. 5(1) ands. 51(25) and applicable Subdivision agreement(s)	Final Acceptance and Assumption of Subdivision Works. Assumption of Infrastructure.	Final acceptance and assumption of subdivision works to be reviewed-all applicable departments to be notified of the request for final acceptance and assumption seeking their review, comments, objections, and recommendations.	Development Services CAO Municipal Solicitor Applicable Departments	GM Development Services  Director of Development Planning  Director of Development Engineering
CD-18-77 Approved by Council on September 25, 2018	Development & Engineering Standards Updates.	This authority would be relative to the approval of updates to a portion(s) of the "Standards", noting that if a holistic overhaul of the entire "Standards" would require Council approval.	All applicable Departments	GM of Operations
Condo Exemptions Condominium Act, 1998, S.O. 1998,	Exemption from the condominium process. Condominium exemptions, Standard  Condominiums, and  Common Element Condominiums.	Subject to the following criteria:  - Prior site plan approval within one (1) year and paid parkland dedication fee.	Development Services	GM Development Services  Director of Development Planning  CAO

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
General	Lifting of reserves.	Lifting of 0.3 metre reserves included in approved planning applications when approved conditions are met.	Director of Development Engineering	Director of Development Planning  GM of Development Services
<p>Environmental Approvals Applications</p> <p>Ontario Water Resources Act, R.S.O. 1990, c. O.40</p> <p>Environmental Protection Act, R.S.O. 1990, c. E.19</p> <p>Safe Drinking Water Act, 2002, S.O. 2002, c. 32</p> <p>Clean Water Act, 2006, S.O. 2006, c. 22</p> <p>MA, 2001, s. 23.2</p>	Authority to sign applications for Environmental Approvals.	The General Manager, Operations as arranged with the Ministry of the Environment, Conservation and Parks, individually are delegated the authority to grant approvals pursuant to the applicable sections of the Ontario Water Resources Act.	<p>Development Services</p> <p>Director of Environmental Services</p> <p>And other applicable-Departments to advise.</p>	GM of Operations

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Minor By-Laws (Lifting of Holding Provisions “h”)  PA, s. 39.2 and s. 36</p>	<p>Lifting of Holding Provisions.</p>	<p>Authorization to approve applications for lifting of Holding Provisions provided that the prescribed conditions for the Holding Provision have been met.</p> <p>Lifting of Holding Provisions shall be reported to the appropriate Standing Committee at least once in each calendar year.</p> <p>Amendments which alter the substance or intent of the Council approved bylaws are not permitted.</p> <p>In compliance with the Municipal Act, 2001, and Planning Act</p>	<p>Development Services  Operations</p>	<p>GM Development Services  Director of Development Planning  Supervisor of Development Planning</p>
<p>Minor By-Laws (Surplus Farm Dwelling Zoning)  PA s. 39.2 and s. 34</p>	<p>Surplus Farm Dwelling Severances, Minor Boundary Adjustments (Lot Line) and Zoning to address Agricultural Lot Area/Frontage deficiencies.</p>	<p>Relates only to zoning applied to prohibit a dwelling or any residential use on the remnant parcel created through severance of a surplus farm lot.</p> <p>Applicable public consultation to be held in conjunction with the consent application to which the zoning will apply.</p> <p>Automatic zoning permissions to be facilitated through the consent process provided specific parameters, as outlined in the Zoning By-Law can be met.</p> <p>Amendments which alter the substance or intent of the Council approved bylaws are not permitted. In compliance with the Municipal Act, 2001, and Planning Act</p>	<p>Development Services</p>	<p>GM Development Services  Director of Development Planning  Supervisor of Development Planning</p>

<b>Type of Authority / Legislative Authority</b>	<b>Matter to be Approved</b>	<b>Terms, Conditions and Limitations</b>	<b>Commenting Departments as applicable</b>	<b>Authority Delegated to:</b>
Minor By-Laws (Temporary Use By-Laws Extension)  PA, s 39.2 and s. 39	Extension of temporary use By-Laws.	Provided the applicant has fulfilled conditions as set out in any applicable agreement, the temporary use may be extended by a period of no more than 3 years at a time.  Amendments which alter the substance or intent of the Council approved bylaws are not permitted.  In compliance with the Municipal Act, 2001, , and Planning Act	Emergency and Protective Services  Development Services  Others as may be applicable based on the nature of the temporary use.	GM Development Services  Director of Development Planning  Supervisor of Development Planning
Heritage (Alteration, Erection, Demolition or Removal)  Ontario Heritage Act (“OHA”), ss. 33(15) and ss. 42(16)	Consent to alterations of property designated under s. 29 of the OHA.  Permits for the alteration, erection, demolition, or removal of any building, including any heritage attribute, designated under Part V of the OHA.	Provided the applicant has provided all required material for consideration, an application may be deemed complete, a decision made, and a permit granted after consultation with the Municipal Heritage Committee.  Permits under the Building Code may be issued by the CBO upon written approval from the delegated authority.  A report will be provided to the Municipal Heritage Committee and Council at the end of each calendar year to provide an update on alterations that have been made to designated properties.	Arts, Culture and Heritage Officer  Municipal Heritage Committee  Development Services	GM Development Services  Manager of Policy Planning

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Tower Applications</p> <p>Towers are federally regulated by Innovation, Science, and Economic Development Canada (ISED). As part of the tower approval process, applicants are required to consult with the relevant land use authority to discuss local preferences regarding antenna system siting and/or design.</p> <p>Radiocommunication Act (R.S.C., 1985, c. R-2)</p> <p>Client Procedures Circular CPC-2-0-03, <i>Radiocommunication and Broadcasting Antenna Systems</i>, issue 6</p>	<p>Issuance of concurrence letter for towers that meet the County of Brant Telecommunication Tower Protocol (DVS-2025-001, as may be amended or replaced)</p>	<p>Provided the applicant has submitted all required studies/reports, and the proposed tower is consistent with the County's Communication Tower and Antenna System Protocol.</p>	<p>Development Services</p>	<p>General Manager of Development Services,</p> <p>Director of Development Planning</p>

Updated from February 2024

## Table of Contents

Table 1.0: – Summary of Proposed Changes .....	3
<b>1.1</b> Section 1 - Purpose .....	4
<b>1.2</b> Section 1 – Objectives .....	4
<b>1.3</b> Section 2 – Definitions .....	4
<b>1.4</b> Section 2 – Delegated Official.....	5
<b>1.5</b> Section 2 – Height.....	5
<b>1.6</b> Section 2 – Natural Heritage System vs Natural Hazards .....	6
<b>1.7</b> Section 3 – Preliminary Consultation with the Land-Use Authority.....	6
<b>1.8</b> Section 4 – Preferred Location and Design Requirements.....	6
<b>1.9</b> Section 4.c.....	6
<b>1.10</b> Section 4.i .....	7
<b>1.11</b> Section 4.j .....	7
<b>1.12</b> Section 4.l .....	8
<b>1.13</b> Section 4.n .....	8
<b>1.14</b> Section 4.f.....	8
<b>1.15</b> Section 5 – Application Submission Required .....	9
<b>1.16</b> Section 6.a – Exemptions to Application Submission.....	9
<b>1.17</b> Section 6.b .....	9
<b>1.18</b> Section 7 – Application Submission.....	10
<b>1.19</b> Section 7.i .....	10
<b>1.20</b> Section 7.a.ii .....	10
<b>1.21</b> Section 7.a.vi.....	10
<b>1.22</b> Section 7.b .....	11
<b>1.23</b> Section 8 – Public Consultation .....	11
<b>1.24</b> Section 8.g .....	11
<b>1.25</b> Section 9 – Development Agreement .....	11
<b>1.26</b> Section 9.a .....	11

Under the proposed revisions to the by-law included in this comparison chart, underlined text indicates the addition of new wording and ~~text with a strikethrough~~ indicates the deletion of existing wording.

<b>1.27</b>	Section 9.b .....	12
<b>1.28</b>	Section 9.c.i.d.....	12
<b>1.29</b>	Section 9.iii .....	12
<b>1.30</b>	Section 9.d .....	13
<b>1.31</b>	Section 11 – Resolving Concerns .....	13
<b>1.32</b>	Section 11.C .....	13
<b>1.33</b>	Section 12 - Confirmation of Local Land-Use Authority Consultation.....	13
<b>1.34</b>	Section 13 – Process Timeframe – Communication Tower Application Review .....	14
<b>1.35</b>	Section 14 – Commencement and Modification .....	14

Under the proposed revisions to the by-law included in this comparison chart, underlined text indicates the addition of new wording and ~~text with a strikethrough~~ indicates the deletion of existing wording.

## Table 1.0: – Summary of Proposed Changes

Under the proposed revisions to the by-law included in this comparison chart, underlined text indicates the addition of new wording and ~~text with a strikethrough~~ indicates the deletion of existing wording.

Item and Justification	Proposed Revision to Protocol
<p><b>1.1</b> <a href="#">Section 1 - Purpose</a></p> <p>The purpose has been updated to reflect ISED’s direction, which is to ensure land use consultation is undertaken and to issue a letter of concurrence</p>	<p>The purpose of this protocol is to outline the local land-use consultation process and guidelines to be followed in evaluating communication tower and communication antenna <del>site</del> siting proposals within the County of Brant for the purposes of issuing a letter stating concurrence on behalf of the local land-use authority</p>
<p><b>1.2</b> <a href="#">Section 1 – Objectives</a></p> <p>The objectives have been updated to provide clarity with action-driven outcomes.</p>	<ol style="list-style-type: none"> <li>1. Establish a local consultation framework that provides a clear process for collaboration among the County of Brant, the public, and proponents to review non-exempt communication tower and antenna proposals, ensuring local land use authority consultation is completed and a letter stating concurrence or nonconcurrence is issued to ISED Canada</li> <li>2. Define evaluation criteria by setting clear guidelines to: <ul style="list-style-type: none"> <li>• Prioritize existing and shared infrastructure to minimize new tower sites.</li> <li>• Avoid siting near sensitive land uses.</li> <li>• Encourage and support development in preferred locations identified by this protocol.</li> </ul> </li> <li>3. Facilitate meaningful consultation by ensuring opportunities for public input, Indigenous Community engagement with Six Nations of the Grand River and Mississaugas of the Credit First Nation, and coordination with applicable public agencies within ISED’s 120-day timeline.</li> <li>4. Address land-use and design concerns and enable early identification and resolution of land use, siting, or design issues by ISED Canada, the communications industry and the County of Brant.</li> <li>5. Streamline the application review to deliver an efficient application and review process that aligns with County land-use priorities, fosters community involvement, and delivers tangible benefits.</li> </ol>
<p><b>1.3</b> <a href="#">Section 2 – Definitions</a></p> <p>The formatting has been updated with the definitions now being in alphabetical order and organized within a table for easy updating in the future.</p>	

Under the proposed revisions to the by-law included in this comparison chart, underlined text indicates the addition of new wording and ~~text with a strikethrough~~ indicates the deletion of existing wording.

Item and Justification	Proposed Revision to Protocol
<p><b>1.4</b> Section 2 – Designated Official</p> <p>To streamline processes, it is proposed that staff are granted delegated authority for the review, and issuance of concurrence letters for tower applications that meet the Protocol.</p>	<p>Designated Official - For the purpose of issuing a letter stating concurrence or non-concurrence for a communication tower or communication antennas, the designated official shall be the Council of the County of Brant, or their delegate, as may be authorized under the County of Brant Delegation of Authority By-Law.</p>
<p><b>1.5</b> Section 2 – Height</p> <p>The height definition has been updated to reflect the current definition used on ISED’s website.</p>	<p><del>Height – for notification purposes in Section 11B, the height of a Tower or Antenna is defined as the distance measured in accordance with ISED Canada’s illustrative guidelines for measurement.</del></p> <p>Height is measured from the lowest ground level at the base, including the foundation, to the tallest point of the antenna system. Depending on the particular installation, the tallest point may be an antenna, lightning rod, aviation obstruction lighting or some other appurtenance. Any attempt to artificially reduce the height (addition of soil, aggregate, etc.) will not be included in the calculation or measurement of the height of the antenna system.</p>

Under the proposed revisions to the by-law included in this comparison chart, underlined text indicates the addition of new wording and ~~text with a strikethrough~~ indicates the deletion of existing wording.

Item and Justification	Proposed Revision to Protocol
<p><b>1.6</b> Section 2 – Natural Heritage System vs Natural Hazards</p> <p>Clarification has been provided to further distinguish Natural Heritage Systems from Natural Hazards</p>	<p>Natural Heritage System - Means all lands that meet the criteria for and/or that have been identified as being included in the Natural Heritage System in the County Official Plan and Zoning By-Law. The Natural Heritage System includes but is not limited to the following natural heritage features and areas:</p> <ul style="list-style-type: none"> <li>a) significant habitat of endangered species and threatened species;</li> <li>b) wetlands, seepage areas and springs, fish habitat, and watercourses;</li> <li>c) areas of natural and scientific interest;</li> <li>d) significant woodlands;</li> <li>e) significant valleylands;</li> <li>f) significant wildlife habitat;</li> <li>g) natural areas having significant environmental, cultural, economic, or historical value to indigenous Communities consisting of Six Nations of the Grand River and Mississaugas of the Credit First Nation.</li> </ul> <p>Natural Hazards - Means lands regulated by Grand River Conservation Authority or Long Point Region Conservation Authority pursuant to the Conservation Authorities Act. Natural hazards may include but may not be limited to wetlands, erosion hazards, and flooding hazards.</p>
<p><b>1.7</b> Section 3 – Preliminary Consultation with the Land-Use Authority</p> <p>The formatting has been updated with specific points being rewritten to provide clarification and direction to applicants regarding the preliminary consultation process and submission requirements.</p>	
<p><b>1.8</b> Section 4 – Preferred Location and Design Requirements</p> <p>The formatting has been updated with specific points being rewritten to provide clarification and direction to applicants regarding the preferred location and design requirements.</p>	
<p><b>1.9</b> Section 4.c</p> <p>In the situation where a properties land use designation and zoning are inconsistent, the Official Plan designation will supersede the zoning.</p>	<p><u>Where a sensitive land use exists on a property whose designation or zoning does not indicate as such, or where the land use designation and zoning are inconsistently applied, the criteria of this protocol are intended to be applied based on the designation of the property in the County of Brant’s Official Plan. The Official Plan designation is representative of the future direction and intended land use of a property.</u></p>

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Item and Justification	Proposed Revision to Protocol
<p><b>1.10</b> Section 4.i</p> <p>Setback requirements have been updated from 3 times the height of the proposed tower, to a minimum of 120m to 1.5 times the height of the tower from sensitive land uses. This will allow for some flexibility for setbacks to be proportionate to the height of each tower and ensures that if a tower were to fall or slide it remains within the setback.</p>	<p>(i) New communication tower and communication antenna sites will located at a setback distance equal to or further than 1.5 times the tower height from residential uses and from the Natural Heritage System.</p>
<p><b>1.11</b> Section 4.j</p> <p>Setback requirements have been updated from 3 times the height of the proposed tower, to a minimum of 120m to 1.5 times the height of the tower from sensitive land uses. Clarification has been provided regarding when an application may be subject to additional criteria requirements as set out by the applicable commenting agencies.</p>	<p>(j) <del>The construction and development of a new communication tower and communication antenna site will have due regard for the height restrictions in</del> <u>In instances where site selection involves the following considerations, additional criteria apply as follows:</u></p> <ul style="list-style-type: none"> <li>i. Location in or within 1.5 times the tower height from Natural Hazards: <u>such a proposal shall be reviewed and authorized by the applicable conservation authority;</u></li> <li>ii. Location on a listed and/or designated heritage properties or districts under <u>the Ontario Heritage Act: the proposal will be reviewed and authorized by the County of Brant Municipal Heritage Committee; and/or</u></li> <li><del>(e)iii.</del> <u>Location within vicinity of Brantford Airport: as may be required may require consultation and/or approval by Transport Canada and Nav Canada. The proponent of a new communication tower and communication antenna site will provide detailed documentary evidence to this effect to the County as part of the submission of their Communication Tower Application.</u></li> </ul>

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Item and Justification	Proposed Revision to Protocol
<p><b>1.12 Section 4.l</b> Setback requirements have been updated from 3 times the height of the proposed tower, to a minimum of 120m to 1.5 times the height of the tower from sensitive land uses. To mitigate the impacts of new towers that may be required near sensitive land uses, disguised installation is the preferred option.</p>	<p>(l) Disguised, monopole installation will be used where a new communication tower and communication antenna site is proposed to a setback distance less than 1.5 times the height of the tower from a residential use, the Natural Heritage System, and other sensitive land uses</p>
<p><b>1.13 Section 4.n</b> The parking provisions have been amended to address safety concerns, ensuring access from the right of way and parking for maintenance, and returns the focus of the protocol to land use controls.</p>	<p>i. <del>One parking space will be provided at each new communication tower and communication antenna site with access from a public right-of-way at a location acceptable to the County. Where parking is provided for another use on the site and this parking is within 90 metres of the communication tower and communication antenna site, the parking space for the site is not required (parking spaces need not be exclusively devoted to communication tower and communication antenna site usage). This policy may be waived when the site is located on land owned by the County or its agencies, boards and/or commissions.</del> <u>New communication tower and communication antenna sites require safe access to a public right-of-way for the purposes of emergency access and regular maintenance.</u></p>
<p><b>1.14 Section 4.f</b> The lighting provision was removed as a redundancy. Transport Canada will review and provide comments regarding painting and/or lighting when a tower is within their jurisdiction.</p>	<p>(f) <del>Lighting of communication towers and communication antennas is prohibited unless required by Nav Canada. Lighting of a communication tower and communication antenna site is prohibited at grade unless for the health and safety of the Proponent's employees and contractors. In this regard, lighting of the site at grade shall adversely affect surrounding land uses. Details to this effect should be provided by the proponent at the time of submission of the Communication Tower Application.</del></p>

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Item and Justification	Proposed Revision to Protocol
<p><b>1.15</b> Section 5 – Application Submission Required</p> <p>Circulation radius was increased to 500 metres to be consistent with the public circulation requirements.</p>	<p>(c) <del>The Notice of the complete</del> application will be circulated to affected County Divisions, <u>Six Nations of the Grand River, Mississaugas of the Credit First Nation, and to public agencies, and abutting municipalities whose jurisdiction falls</u> within a <del>120 metre</del> radius of <u>500 metres</u> of the subject property <del>as well as a radius of the leased area boundaries that is equal to or greater than three (3) times of the proposed communication tower of the proposed installation measured from the base for review and comment.</del> .</p>
<p><b>1.16</b> Section 6.a – Exemptions to Application Submission</p> <p>This section has been updated to reflect that ISED has specific exemptions listed on their webpage. These exemptions are federally controlled and outside the jurisdiction of the municipality.</p>	<p>(a) Communication towers and communication antennas, which are exempted from the requirement to consult with the County and provide public notice under the provision of ISED’s CPC-2-0-03 are not required to submit a Telecommunication Tower Application review.</p>
<p><b>1.17</b> Section 6.b</p> <p>The formatting has been updated with specific points being rewritten to provide clarification and direction on exemptions to an application submission.</p> <p>In the event of a life safety or health and safety issue, height and setback requirements will not apply. To help add a level of control in these situations, these towers are expected to be put up by the municipality and not by a service provider.</p>	<p>(b) Further to these standard exemptions, for the following types of installations, proponents are also excluded from the requirement for a Telecommunication Tower Application Review:</p> <ul style="list-style-type: none"> <li>a. installation, for a limited duration (typically not more than 3 months), of an antenna system that is used for a special event, or one that is used to support local, provincial, territorial or national emergency operations during the emergency, and is removed within 3 months after the emergency or special event;</li> <li>b. New antenna systems, including masts, towers, or other antenna-supporting structures, erected by the County of Brant, whose primary function is to address life safety or health and safety issues by improving emergency services communication and emergency operations on an ongoing basis.</li> </ul>

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Item and Justification	Proposed Revision to Protocol
<p><b>1.18</b> Section 7 – Application Submission</p> <p>The formatting has been updated with specific points being rewritten to provide clarification and direction to applicants regarding the application submission requirements.</p>	
<p><b>1.19</b> Section 7.i</p> <p>Business Case Requirements point a-c were incorporated into the Site Selection/Justification Report to remove redundancies.</p>	<p>Identify any problems or situations to be addressed, the <u>features and scope of the proposal, options considered and rationale for choosing the solution proposed.</u></p>
<p><b>1.20</b> Section 7.a.ii</p> <p>To provide opportunity for meaningful consultation with Indigenous Communities the minimum submission requirements include an Archaeological Assessment of any area to be disturbed by the new site construction. This direction is provided by the County’s Official Plan.</p>	<p>(ii) Archeological Assessment of any area that may be disturbed by the <u>construction of a new site.</u></p>
<p><b>1.21</b> Section 7.a.vi</p> <p>For consistency with the public circulation requirements, the map radius has been updated to 500 metres.</p>	<p><del>(v)</del><u>(vi)</u> for Communication tower and communication antenna sites requiring public <del>consultation</del>, <del>a</del><u>A</u> map showing all municipally assessed properties within a <del>120 metre</del>-radius of <del>the subject property as well as a radius of the leased area boundaries that is equal to or greater than three (3) times of 500 metres</del> the proposed <del>communication tower and a mailing list of all affected property owners s provided towers height</del> from the <del>County’s current tax roll</del>. <u>subject property for the purposes of public consultation; and (vii) The required fee(s).</u></p>

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Item and Justification	Proposed Revision to Protocol
<p><b>1.22</b> <a href="#">Section 7.b</a> Section 7. Application Fees has been merged with the Application Submission section to provide further clarity on the application submission requirements. Application fees themselves will be defined by the County’s Fees and Charges By-Law.</p>	<p><del><b>7. APPLICATION FEES</b></del></p> <p>(a) The proponent <del>must</del> <u>will</u> pay <del>an</del> <u>the required</u> application fee <del>to</del> <u>as outlined in the County. of Brant Fees and Charges By-Law.</u></p> <p>(b) <del>(c)</del> Other fees may apply if applications for other matters <del>(e.g. such as entrance permits, curb cuts, tree removal etc.) from other.</del> <u>and are required to be paid to the applicable County divisions and agencies are</u> <u>/or agency as may be</u> required.</p>
<p><b>1.23</b> <a href="#">Section 8 – Public Consultation</a> The formatting has been updated with specific points being rewritten to provide clarification and direction to applicants regarding the public consultation requirements.</p>	
<p><b>1.24</b> <a href="#">Section 8.g</a> Based on comments received through the Public Information Session, the mail notice radius will not be reduced as originally proposed. The 500m notification radius will provide additional transparency in the public interest.</p>	<p>(c) <del>(g)</del> <u>Mail</u>-Notice of a proposed communication tower and communication antenna site is to be provided to all <del>municipally assessed</del> <u>property owners</u> <u>and tenants</u> located within a 500 metre radius of the subject property, with such <del>Notice</del> <u>notice</u> to be prepared and sent by the County Clerk’s Office as pre-paid first-class mail, with all costs to be borne by the proponent.</p>
<p><b>1.25</b> <a href="#">Section 9 – Development Agreement</a> Title was updated from “Letter of Undertaking” to “Development Agreement” to be consistent with the County’s approach to land use related agreements under the <i>Planning Act</i>. Minor wording and formatting adjustments have been made to provide further clarity and improve readability.</p>	
<p><b>1.26</b> <a href="#">Section 9.a</a> If the proposal will significantly change the usability of the site, then a Development Agreement may be required. This requirement is applied in line with the Official Plan and the County’s Site Plan Control By-Law.</p>	<p>(a) <u>Regardless of the requirement or exemption for a)</u> <del>The telecommunication tower application review, in instances where the proposal results in a development of a property that is expected to significantly change the usability of a site in accordance with the County of Brant’s Site Plan Control By-Law, and at the sole discretion of the County of Brant,</del> <u>the proponent shall</u> <del>may</del> <u>be required, if requested to enter into a development agreement pursuant to Section 41(7) of the Planning Act.</u></p>

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Item and Justification	Proposed Revision to Protocol
<p><b>1.27 Section 9.b</b> Points have been added to provide clarification on the purpose of the Development Agreement.</p>	<p>(a) <u>Such an agreement may be created for the purposes of:</u></p> <ol style="list-style-type: none"> <li>1. <u>implementing the design criteria and objectives of this protocol;</u></li> <li>2. <u>extending the validity of consultations beyond the three year window outlined by the County, to sign a Letter of Undertaking, which ISED Canada.</u></li> </ol>
<p><b>1.28 Section 9.c.i.d</b> If the proponent is proposing changes to the site, then the Agreement will need to be amended.</p>	<p>d) Where changes to the site are to be made in accordance with clause c), <u>the proponent is expected to notify the County of Brant and will make application to amend the site plan agreement to address the proposed changes.</u></p>
<p><b>1.29 Section 9.iii</b> In the case where a tower is proposed on County lands or in private ownership, a lease agreement will be required to be provided to the County as part of the file.</p>	<p><del>(ii)</del> <u>(iii) Conditions</u></p> <p>a.) <u>Subject to the Site Plans paragraph 8 (a) (i) above, municipality’s authority to apply site plan control, conditions may be applied to the development and the proponent will take steps to satisfy the conditions such as, which may include the posting of a required security to ensure the provision of any or all of the facilities, works, or matters are provided to the satisfaction of the County of Brant.</u></p> <p>b.) As part of a development agreement or as a stand alone agreement, require the proponent to enter into a lease agreement and provide proof of such an agreement to the satisfaction of the County of Brant.</p>

Under the proposed revisions to the by-law included in this comparison chart, underlined text indicates the addition of new wording and ~~text with a strikethrough~~ indicates the deletion of existing wording.

Item and Justification	Proposed Revision to Protocol
<p><b>1.30</b> Section 9.d</p> <p>This section has been updated to clarify that an agreement is not required prior to the letter of concurrence being issued, however it will be required in advance of the building permit. This is being done to provide flexibility to the proponent and ensure the County can meet ISED’s 120-day timeline for processing the file.</p>	<p><del>a)</del><u>(d) Such an agreement may not be required before a letter stating concurrence is issued but may be required as a condition for the construction of any proposed fencing, screening and landscaping. validity of the concurrence that has been provided by the County of Brant and will be required in advance of a Building Permit being issued.</u></p>
<p><b>1.31</b> Section 11 – Resolving Concerns</p> <p>Minor wording and formatting adjustments have been made to provide further clarity and improve readability.</p>	
<p><b>1.32</b> Section 11.C</p> <p>As it is proposed, staff will only have delegated authority for applications which meet the proposed tower protocol. If the proponent is unable to meet the protocol requirements, the application will then be presented to the County of Brant Council. This streamlined process is intended to provide a benefit to those proponents who conform with the protocol.</p>	<p><u>(c) For proposals that do not meet the preferred location and site design guidelines of Section 4 of this protocol, the proponent may request that a decision be made by County of Brant Council. In these circumstances, the following will apply:</u></p> <ul style="list-style-type: none"> <li>a. <u>the proponent will be responsible for presenting the merits of the communication tower and antenna facility proposal at a formal Public Meeting before the Council of the County of Brant, and</u></li> <li>b. <u>in addition to the public consultation requirements of Section 9, notice will also be required to be sent out in the same manner as described and be synchronized with the distribution of the public notification package for the formal public meeting to council.</u></li> </ul>
<p><b>1.33</b> Section 12 - Confirmation of Local Land-Use Authority Consultation</p> <p>Minor wording and formatting adjustments have been made to provide further clarity and improve readability.</p>	

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Item and Justification	Proposed Revision to Protocol
<p><b>1.34</b> Section 13 – Process Timeframe – Communication Tower Application Review</p> <p>The consultation timeframe for local land-use authorities is 120 days, this section has been updated to reflect this timeline.</p>	<p><b><u>14. 13. PROCESS TIMEFRAME - COMMUNICATION TOWER APPLICATION REVIEW</u></b></p> <p>(a) <u>The</u> Provided adequate consultation is undertaken, the County will endeavor to expedite the local land-use authority consultation within <del>60-90</del> 120 days.</p> <p>(b) <del>For proposals that require public consultation, a time period of up to 120 days may be required.</del></p>
<p><b>1.35</b> Section 14 – Commencement and Modification</p> <p>This section has been amended to advise any modification to the protocol requires Council’s approval unless delegated.</p>	<p><b><u>15. 14. COMMENCEMENT AND MODIFICATION</u></b></p> <p>(a) <del>(a)</del> This protocol, as amended, will come into effect the day after the date of its adoption by County of Brant Council.</p> <p>(b) <u>Except where there may be changes for spelling, grammar, or clarity purposes, modifications to this protocol require a decision by Council, unless otherwise delegated.</u></p>
<p><i>Given the extent of the formatting changes, this summary provides a clearer comparison of the technical changes vs. functional changes to the protocol.</i></p> <p><i>If further clarification on the proposed changes and the 2024 Protocol update is required, staff can provide a full black-line document displaying the exact formatting and wording updates in each specific section of the protocol. Please reach out to <a href="mailto:planning@brant.ca">planning@brant.ca</a> for assistance.</i></p>	

Under the proposed revisions to the by-law included in this comparison chart, underlined text indicates the addition of new wording and ~~text with a strikethrough~~ indicates the deletion of existing wording.

## Engagement Summary: Communication Tower and Antenna Protocol

The engagement report for the Communication Tower and Antenna Protocol, spanning from July 10 to July 25, 2024, with a small but concerned group of community members actively participating.

### Participant Demographics

Participant demographics reveal that the project attracted 29 visitors, with 4 individuals actively contributing questions. Among these contributors, all were registered Engage Brant users, and 1 was an unverified user. The contributors represented various communities, including Cainsville, Scotland, and Burford.

### Key Findings

The key findings from the engagement indicate that the community's primary concerns centered around the implications of new tower installations. Specific questions were raised about typical tower heights and the potential impact on existing structures. County of Brant staff responded publicly to these concerns, providing detailed information about tower height regulations. Another significant issue was the public's trust in the federal government's handling of the project, with contributors expressing skepticism about the decision-making process. Feedback was also received regarding the reduction of mail notice requirements for tower installations, and inquiries were made about the timeline for anticipated internet service enhancements resulting from the new towers. In addition to these specific concerns, a few general comments were submitted about the overall project, reflecting broader community interest.

### Online Engagement Metrics

The project recorded a total of 181 visits during the reporting period, with 2 new registrations. Four questions were asked by participants, which were publicly answered by the County, demonstrating a transparent communication approach.

Date of contribution	Q&A Question	Contributor Details	Admin Response Details	
		Login (Screen name)	Response Type	Admin Response
Jul 15 24 10:16:01 pm	What are typical tower heights? How does the new setback requirement compare with surrounding municipalities? Why change this now?	mmn100	Public Answer	Thank you for your questions. In the County of Brant, medium-sized towers between 30 and 60 metres are common for broader coverage in suburban and rural

				<p>areas. Surrounding municipalities, such as the City of Waterloo and Kitchener, generally implement setback policies to prevent tower facilities from being located within 120 meters of sensitive land uses. The County of Brant adopts a similar approach, aligning its protocol with the tower heights and setback guidelines suggested by neighboring municipalities. The main objective of the proposed updates is to streamline the approval process. Since the County does not serve as the approval agency for tower applications, delegating authority to County Staff would enhance efficiency and save time. Also, updating the wording in the protocol will ensure it accurately reflects new technology.</p>
<p>Jul 17 24 12:34:42 pm</p>	<p>Nobody wants this and nobody trusts that the government is saying it's safe.. we have all heard that from them before.</p>	<p>BeeLog</p>		
<p>Jul 17 24 07:25:33 pm</p>	<p>I think reducing the mail notice requirement from 500m to 120m is unjustified. At 120m you are well within the range of casting a shadow on an uniformed property. If this cost is so prohibitive, why not reduce it down to 350m as this will typically</p>	<p>eteraa</p>	<p>Public Answer</p>	<p>The proposed changes to the mail notice radius are based on the consultant's recommendations. Following feedback from the public information session on the proposed setbacks and mail notice radius, County Staff will review the updates and make any necessary adjustments before</p>

	reduce the amount of mailings by 50% while still informing all those within close range.			submitting the final report to the Council for approval. County Staff greatly appreciate your input in this matter.
Jul 24 24 10:38:32 am	When can we anticipate enhancements to internet connectivity within the County of Brant? Numerous areas within the county, including the Six Nations region, are currently experiencing deficiencies in this regard. I am seeking clarification on whether the proposed project will bring about notable enhancements to internet connectivity in these areas.	ColinKorin	Public Answer	Thank you for your feedback. The proposed changes to the County's tower protocol aim to expedite the evaluation process for tower applications and eliminate some of the business case requirements once approved. However, the primary purpose of this protocol is not to influence the number of tower applications received by the County. The intent is to delegate authority to County Staff for issuing concurrence letters and to ensure the protocol accurately reflects new technology.
Jul 25 24 07:42:33 pm	Hello, I don't have a question regarding the County of Brant and the new tower proposals however I do have a comment. The federal and provincial governments push matters to the edge, to the point where you can't even see them caring about humans, it's prevalent and now things are becoming just as prevalent at the municipal level in so many ways. If there is any cause for concern at all, which there is, then our elected officials at the	Papooske	Public Answer	Thank you for your feedback. The County of Brant's tower protocol, similar to those in nearby municipalities like Kitchener and Waterloo, generally discourages the development of new towers within 120 meters of residential neighborhoods and other sensitive land uses. Construction of any new tower closer than 120 meters to these areas may only be accepted if it is demonstrated that no other viable options exist. County staff will ensure that these policies are adhered to early in the

	<p>Municipal levels are our last hope. It should be the people who make these decisions for our neighborhoods and village and the County should be backing us up. There are risks moving towers closer than the already allotted distance so why is moving them closer and doing it behind our backs even a question? Please do not allow this to happen. Along with subdivisions and everything else that I feel just keeps getting shoved down our throats regardless. Everything we're trying to preserve and keep great is in danger.</p>			<p>tower application process. The proposed distance of approximately 1.5 times the tower's height will more accurately reflect the height of the tower while not overriding the general discouragement of towers near sensitive land uses.</p>
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## Engagement Summary: July 25, 2024 Public Information Session on Proposed Changes to the Communication Tower and Antenna Protocol

Name	Comment
Member of the public	I think reducing the mail notice requirement from 500m to 120m is unjustified. At 120m you are well within the range of casting a shadow on an unformed property. If this cost is so prohibitive, why not reduce it down to 350m as this will typically reduce the amount of mailings by 50% while still informing all those within close range?
Colin Korin	When can we anticipate enhancements to internet connectivity within the County of Brant? Numerous areas within the county, including the Six Nations region, are currently experiencing deficiencies in this regard. I am seeking clarification on whether the proposed project will bring about notable enhancements to internet connectivity in these areas.
Member of the public	Hello, I don't have a question regarding the County of Brant and the new tower proposals however I do have a comment. The federal and provincial governments push matters to the edge, to the point where you can't even see them caring about humans, it's prevalent and now things are becoming just as prevalent at the municipal level in so many ways. If there is any cause for concern at all, which there is, then our elected officials at the Municipal level are our last hope. It should be the people who make these decisions for our neighborhoods and village and the County should be backing us up. There are risks in moving towers closer than the already allotted distance so why is moving them closer and doing it behind our backs even a question? Please do not allow this to happen. Along with subdivisions and everything else that I feel just keeps getting shoved down our throats regardless. Everything we're trying to preserve and keep great is in danger.
Brian Bonham	I was expecting a setback that considered health and safety. What is the rationale for reducing the business case requirements? Why is the mailing notice radius involved? With a setback of 1.5 times the tower height, a 20ft tower (a lamppost) could be 30 ft from a residence. Correct? What about property tax? What if reduced?

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**RESPONSE TO DRAFT OF NEW TOWER PROTOCOL –  
from meeting July 17<sup>th</sup>, 2024****1. Background –****B. Objectives**

- 2c Recommend deletion of “institutional Facilities, Parks and Recreation Area”  
Rationale: Institutional Facilities can include Long term Care or Retirement Homes, Schools Daycares, or medical facilities which service vulnerable populations, while parks and recreational facilities are reasonably expected to be vulnerable areas either due to environmental concerns or due to those using them, often children and families
- 3 delete “through use of delegated authority’ Rationale: such decisions most of the time would be too complex to delegate as a yes/no situation. Delegation could be for reviewing the applications, but not writing letters of concurrence/nonconcurrence.

**2. DEFINITIONS**

2. **Institutional Facilities** – Needs to refer to point 8. Sensitive Land Uses
8. **Sensitive Land Uses**....such as noise, EMF, or RFR ....be generated by a new (add phrase or EMF or RFR). Examples include (delete the word ‘may’) but are not limited to (change to include examples ‘Long Term Care or Retirement Homes, and medical buildings as well as examples given)
10. **Communication Tower**
- a needs clarification, does such include hydro poles? We need to add some kind of wording to “exclude any co-location of any sort of exempted tower, installation, mast etc.”
- b New locations on any existing facility – add the phrase “with exception of sensitive building, structures, etc.’
- 13 **Business Case**  
Do not delete points e-h Rationale: Have never heard of a business case that did not address an implementation plan, expected costs, anticipated outcomes, benefits and revenues and above a, risks
- 15 **Delegated Authority**  
Limited to reviewing the application, but not allowed to issue a letter of concurrence or nonconcurrence. Rationale: Director of Development Planning Development Services Division is a non-elected official not answerable to the public in the same way as Councillors and Mayor are supposed to be. Question?? Who is less subject to undue pressure from proponents?

#### 4. PREFERRED LOCATION GUIDELINES

- a co-location on an existing tower..... need to include phrase ‘excluding colocation on any sort of exempted tower, installation, mast etc’
- b New locations on a existing facility – add phrase ‘with exception of sensitive building, structures, etc.’
- c Where the County owns land – ***needs clarification – What type of IT network would the County need to install or enhance. Will the emissions from these IT networks be monitored? By whom?***

**NOTE: If our monitoring shows “very high” emissions, who do we report it to? This question has not been answered since our presentation by S Steedman at the Council meeting. What Department will be responsible?**

**New towers setbacks should be 3 times the height of the tower or 120 meters away from residence, WHICHEVER IS THE HIGHER TOTAL –Who is responsible?**

- e **Locating a NEW Communication tower** -- change to ‘regardless of whether needs of the wireless network can be addressed, new towers and or antennas must not be placed in or on excluded facilities as listed above, no matter who owns them’ All tower setbacks should be ***3 times the height of the tower or 120 meters which ever is higher*** from any residences, seniors facilities, businesses, daycares, natural heritage systems features, sensitive land uses.

Rationale: it is possible that Agriculture Canada may have a building that could be used for a new tower, but which would make it too close to a sensitive site. ***Such would not be allowed (f&g) setback distances would be 3 times the height or 120 meters whichever is greater***

- f **Monopoles installations** setbacks would be ***3 times the towers height or 120 meters whichever is more*** - from residential dwellings, senior’s facilities, schools, daycares, natural heritage systems features, and sensitive land uses where deemed appropriate.
- g **Disguised installations** setbacks would ***be 3 times the height of the tower or 500 meters from the closest residence, schools, daycares, seniors facilities etc. WHICHEVER IS THE HIGHER TOTAL –***

**A General Location Preferences**

- 2 The proponent will be encouraged to use existing.....***Need to add excluding existing towers, masts, etc.'***
- 4 It is preferred.....Public Agency or Authority - ***add phrase (excluding Long Term Care Retirement Homes, schools, daycares or medical facilities)***

**C Site Preferences**

1. A new communication tower....such as an existing communication tower, hydro transmission tower or utility pole is to be explored....  
***Clarification – only if such are not near sensitive or heritage sites***
2. The construction and development...Residential Neighbourhood is generally encouraged (***change to “is required”***)....and other sensitive land uses is generally discouraged and will be accepted only when all.....(***change to uses will not be accepted even when all’***)....and other sensitive land uses shall be restricted to a disguised monopole installation where possible and where appropriate and practical should be designed with future co-location capacity.....change to ....’and other sensitive land uses shall be prohibited until Safety Code 6 has been updated.

**D Design and Landscaping**

- 2 Disguised monopole installation – Delete paragraph as such are not allowed within 120 meters of residential neighbourhood or Natural Heritage System

**6. APPLICATION SUBMISSION REQUIREMENTS**

- e leave in the crossed out section ‘as well as a radius of the leased area boundaries that is equal or greater than three....current tax roll’

8. **LETTER OF UNDERSTANDING** – numbering of points quite muddled up....needs to be tidied up

**9. EXEMPTIONS TO COMMUNICATION TOWER APPLICATION REVIEW**

Notice that this is based on 2007 regulations that took effect in 2008, seem quite outdated.

- e New antenna systems erected by the County of Brant, whose primary function is to support emergency services. ***Comment – If these***

***are exempted then either they must never now or in the future be used for telecommunication, or if are used for such must be situated 120m from residential dwellings, etc. f new antenna systems....with a height of less than 15m. Note:***

***These could pose huge health risks if are within 120m of residential dwellings or other sensitive or natural heritage systems. These potentially could be more dangerous than most of the other taller communication towers or antennas due to proximity***

Towers having a height of less than 40 meters above ground level, should be located 3 times the height of the tower from residential dwellings or 120 meters whichever is more

NOTE: The County should also NOT allow any emergency transmitters on top of antenna systems. Proponent cannot add to the tower without a new application 10. not showing???

## **11. Public Consultation –**

A Exemption to Public Consultation. Public consultation under Section 11B (change to “No Exemptions” ) Timing should be when people reasonably expected to be around ie, not during summer or winter holiday seasons

### **B- Procedure for Public Consultation**

( c ) leave in the deleted section “ as well as a radius of the leased area boundaries that is equal to or greater than three (3) times of the proposed communication tower and communication antenna measured from the base, with such.....

## **12 Resolving Concerns**

Comment: numbering is mixed up should be 1-3 not a,b,c,3,4

Add a new point

‘In cases, where a significant number of local residents, property owners, businesses refuse to accept installation of a communication tower(s) or antenna(s) as manifested by a lawful petitions, protests etc. the installation will not proceed.

It is my thoughts that Safety Code 6 has not been updated since 2015 or so. For the County to amend their code to make it more lax is to go against usual practices and could put them in conflict with an updated Safety Code 6 of the future."

**Summary: (see detailed summary above)**

1. Delegated Authority for issuance of Concurrence/Non-concurrence letters – NO
2. Reduced Setbacks – NO but rather increased to 3 times the height of the tower or 120 meters whichever is greater
3. Reduced Business Case Requirements – Most construction jobs require proof of insurance of the constructor.....towers should come under this umbrella. Leave in items e-f-g-h.
4. Reduce Parking Requirements – no comment
5. Minor Tweaks to Wording – no comment



# Amendments to the Communication Tower and Antenna System Preferred Location Protocol

Report RPT-0057-25  
Lauren Graham, Planner – Development Planning

County of Brant Council  
February 11<sup>th</sup>, 2025  
Page 165 of 315

# Federal Process

1. Use of existing infrastructure (sharing)
2. Consultation with relevant land use authority(ies)
3. Public notification and consultation
4. Meeting technical and safety requirements
5. Construction



- Establishes local land use and public consultation frameworks
- Provides guidelines for reviewing and assessing tower and antenna proposals within the County
- Assists proponents in meeting the requirements of ISED Canada regarding local land use consultation

# Proposed Amendments

Key Themes / Items	Summary of Proposed Changes
<b>Setback Requirements</b>	Changing to approximately 1.5 times the height of the tower from sensitive land uses.
<b>Site Selection/ Justification Report</b>	Removing the Business Case Requirements outside of the purview of the County's
<b>Emergency Access and Maintenance</b>	Revising the parking provisions and ensuring safe access for maintenance
<b>Lighting</b>	Removing lighting requirements, which are deferred to ISED Canada.
<b>Notification Radius</b>	Maintaining the 500m radius as opposed the previously proposed 120m radius.

# Proposed Amendments

Key Themes/ Items	Summary of Proposed Changes
<b>Environmental and Natural Hazard</b>	refinements to distinguish Natural Heritage Systems from Natural Hazards and defer to
<b>Indigenous Engagement</b>	Addition of requirements for archaeological assessments and formal consultation with Six Mississaugas of the Credit First Nation.
<b>Strategic Telecommunication Planning</b>	revisions to align with long-term connectivity goals of the County of Brant
<b>Delegation of Authority</b>	to improve efficiency and prioritize compliance applications

# Questions?

**Report No:** RPT-0057-25  
**Subject:** Communication Tower and Antenna System Preferred Location  
**Purpose:** For approval

**Recommendation:** Report RPT-0057-25 – Telecommunication Tower Protocol information;

That any previous version of the County's Telecommunication rescinded, and the updated protocol forming Attachment 1 to Policy No. DVS-2025-001 in the County's Corporate Policy

And that staff be directed to update the County's Delegation of authority to issue a letter of concurrence for proposals that Telecommunication Tower Protocol, as drafted in Attachment

**Planner:** Lauren Graham, Planner  
*lauren.graham@brant.ca*

County of Brant Council  
February 11<sup>th</sup>, 2025





## County of Brant Council Report

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**To:** The Mayor and Members of County of Brant Council  
**From:** Brandon Kortleve, Manager of Policy Planning  
**Date:** February 11, 2025  
**Report #:** RPT-0078-25  
**Subject:** Canada Housing Infrastructure Fund Requirements – Direction on Zoning for 4 Units As-of-Right  
**Purpose:** For Information and Direction

---

### **Recommendation**

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That Report RPT-0078-25 – Canada Housing Infrastructure Fund Requirements – Direction on Zoning for 4 Units As-of-Right be received as information, and

That staff be directed to proceed with a zoning by-law amendment to consider permitting four residential units as-of-right in fully serviced areas to qualify for the Canada Housing Infrastructure Fund – Direct Delivery Stream funding.

### **Strategic Plan Priority**

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Strategic Priority 2 - Focused Growth and Infrastructure

### **Impacts and Mitigation**

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#### Social Impacts

Allowing four units as-of-right could increase housing options, including affordable units, to better meet community needs.

#### Environmental Impacts

Encouraging infill development in fully serviced areas reduces urban sprawl and maximizes existing infrastructure, promoting more sustainable land use.

#### Economic Impacts

Accessing CHIF funding for infrastructure upgrades supports growth management, enabling access to housing development while reducing financial pressure on the municipality.

# Report

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## Background

The Canada Housing Infrastructure Fund (CHIF) is a \$6 billion initiative supporting infrastructure projects such as water, wastewater, stormwater, and solid waste systems to ultimately enable housing construction. One of its funding streams, the Direct Delivery Stream (\$1 billion over eight years) provides direct funding to municipalities and Indigenous communities for local projects.

If awarded, CHIF will contribute up to 40% of total eligible project costs, to a maximum of \$100 million. In some cases, additional funding beyond this cap may be approved on a case-by-case basis.

To qualify, projects must involve building new or upgrading existing infrastructure that enables housing construction. "Enabling housing" does not mean exceeding the housing forecast in the Municipal Comprehensive Review; rather, it refers to increasing municipal capacity to support housing development. CHIF funding can help finance infrastructure upgrades needed to support new housing developments and address capacity constraints. The funding the County receives would support infrastructure upgrades in Paris and St. George, which are essential for planned housing developments.

Applications for the Direct Delivery Stream close on March 31, 2025. Staff are considering applying to fund one of at least two major infrastructure projects, with potential funding requests outlined in Table 1.

To be eligible for any CHIF funding, municipalities with over 30,000 residents must commit to zoning that permits four residential units as-of-right in fully serviced areas. Currently, County zoning permits up to three units, meaning that a zoning amendment would be required to implement permissions for four units as-of-right.

Before proceeding with a funding application, staff are seeking Council's direction on whether to move forward with this zoning change process. The next section of this report analyzes the potential implications of this decision.

<b>Project Name</b>	<b>Potential Funding Request</b>
Paris Water Pollution Control Plant Expansion	\$100,000,000
St. George Water Treatment Plant (Howell Road)	\$10,000,000

Table 1 – Potential Eligible Capital Projects

## Analysis

The More Homes Built Faster Act, 2022 introduced as-of-right permissions for up to three residential units on fully serviced lots, provided they meet local zoning standards. In 2020, the County of Brant established zoning regulations for Additional Residential Units (ARUs), which have become a popular form of gentle density, particularly in Paris (Table 2 – ARU Permits).

Older neighborhoods, with larger lots and frontages, offer greater flexibility for ARUs, allowing both internal units (e.g., basement apartments) and detached units. In contrast, newer

subdivisions, with smaller lots, frontages, and side yard setbacks, typically limit ARUs to internal units due to parking and rear-yard access constraints.

Despite permissions for three-unit properties, all ARU developments to date have only proposed two units (one principal dwelling and one ARU). An analysis of the ARU uptake in Paris shows that current zoning has largely restricted detached ARUs to established neighborhoods with greater property flexibility (Attachment 1 – Detached ARU Heat Map). Internal ARUs in new subdivisions have been common (Attachment 2 – Internal ARU Heat Map) but are constrained to properties with appropriate lot frontages and available parking which is dictated by driveway widths and garage sizes. .

2024 Building permit trends indicate that:

- Frontages less than 11.0m and driveway widths less than 5.6m have not qualified for ARUs, aligning with the intent of zoning provisions.
- Garage widths under 6.0m only qualify as one internal parking space, further limiting the potential for a third (or fourth) unit.
- Single width garages and driveways do not qualify for ARUs.

Year of Building Permit Issuance	Urban ARUs*	Rural ARUs
2020	1	0
2021	8	2
2022	13	6
2023	14	6
2024	32	11
<b>Total</b>	<b>68</b>	<b>25</b>

**Table 2 – ARU Permits**  
*\* Only 1 permit was issued in St. George, the rest are in Paris*

As previously reported, parking concerns in new subdivisions remain a challenge. However, permissions for boulevard parking have helped ease demand in some areas. Moving forward, under the framework of the new Official Plan, the County’s Community Planning Permit System will provide clearer directions on subdivision design, frontages, driveway widths and on-street parking to prevent similar parking issues in new developments.

Given these trends, planning staff believe the existing zoning provisions are effectively managing infill. Allowing four units as-of-right is unlikely to have significant community impacts but would lead to gradual infilling over time. If zoning permissions for a fourth unit are approved, it would not be classified as an ARU under provincial definitions but could follow similar zoning provisions regarding setbacks, lot coverage, and parking.

On October 24, 2023, Council discussed a resolution on expanded housing options ([link to resolution](#)). The resolution directed staff to implement flexible housing policies and increase housing options in the County of Brant. This direction has been incorporated into the County’s Official Plan and will be fully integrated into the County’s new Community Planning Permit System. Moving forward with four units as-of-right in fully serviced settlement areas would align with this policy direction.

**Summary and Recommendations**

Staff have conducted a high-level assessment of the potential impact of permitting four units as-of-right and do not have concerns with this direction. We believe the associated federal funding would provide a significant net benefit to the community. Zoning permissions for a fourth unit in fully serviced areas could be structured similarly to ARU regulations, ensuring

flexibility while also mitigating negative impacts with no need to increase height, alter setbacks or lot coverage nor reduce parking requirements.

Existing ARU zoning has successfully managed infill density, and staff do not anticipate major issues with permitting four units as-of-right in serviced settlement areas. We are seeking Council’s direction on whether to commit to these permissions and move forward with a zoning by-law amendment. If so directed, these zoning changes would need to be introduced in Spring 2025.

Should Council proceed, a detailed analysis will be done to identify local provisions to maintain responsible infill growth. Staff welcome feedback on housing supply and density and will engage the public in Q2 as part of the Housing Needs Assessment project, which will provide an opportunity to gather input on what four units as-of-right would look like at a local level.

### **Attachments**

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1. Heat Map – Detached ARU Permits in Paris
2. Heat Map – Internal ARU Permits in Paris

### **Reviewed / Contributed By**

---

Alysha Dyjach, General Manager of Development Services  
Jeremy Vink, Director of Planning  
Rob Walton, General Manager of Operations  
Mark Maxwell, Director of Engineering and Infrastructure Planning  
Stefanie DiGiovanni, Project Engineer

### **Copied To**

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Vanessa Graves, Manager of Accounting and Deputy Treasurer

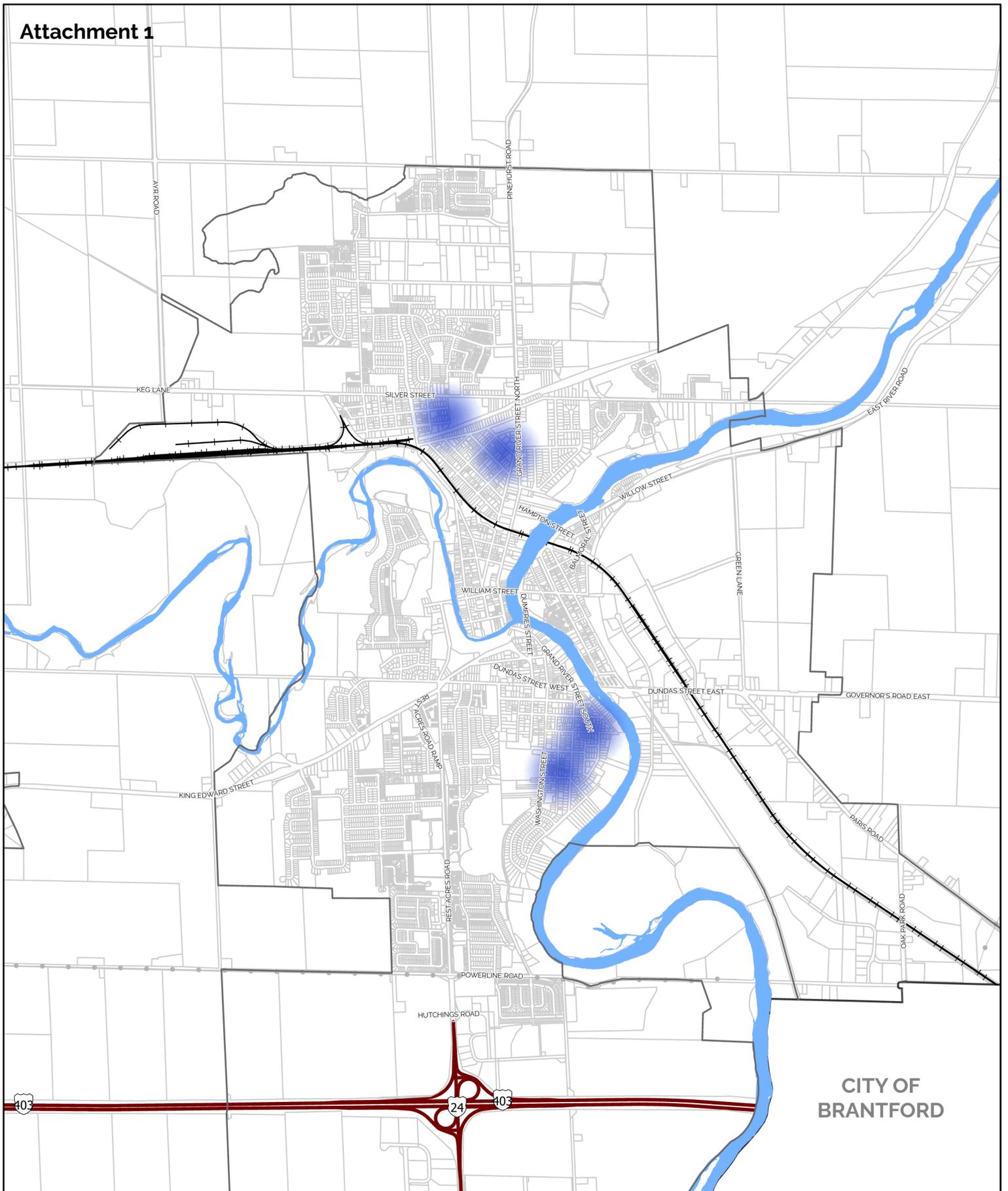
### **By-law and/or Agreement**

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By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No

# Detached Additional Residential Units (Paris)

## Attachment 1



CITY OF  
BRANTFORD

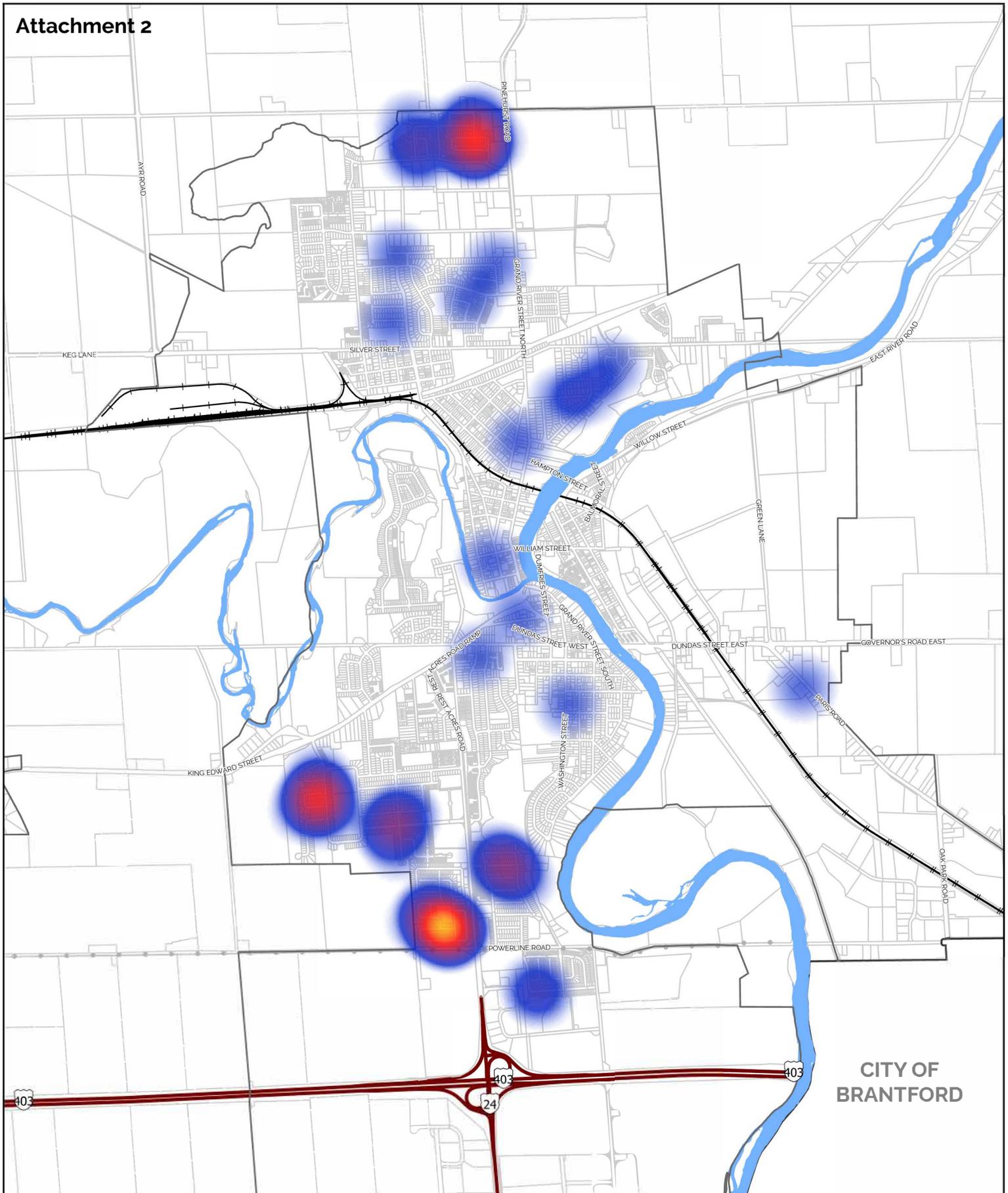
Number of Detached Units
4

 Sparse  
Dense



# Internal Additional Residential Units (Paris)

Attachment 2



Number of Attached or Basement Units  
64

Sparse  
Dense  
Page 177 of 315

Report RPT-0078-25 Attachment 2



**BY-LAW NUMBER 130-24**

-of-

**THE CORPORATION OF THE COUNTY OF BRANT**

To provide for drainage works in the County of Brant (Simmons-Hopkins Municipal Drain)

**WHEREAS** the Council of the Corporation of the County of Brant has appointed R.J. Burnside & Associates Limited by resolution to prepare a report to provide an improvement to the existing Simmons-Hopkins Municipal Drain in accordance with Section 78(5) of the Drainage Act, R.S.O. 1990;

**AND WHEREAS** the Council of The Corporation of The County of Brant has procured a report under Sections 78(5) of the Drainage Act, R.S.O. 1990, as amended, Chapter D.17, R.J. Burnside & Associates Limited, dated October 22, 2024, attached hereto as Schedule "A" and forming part of this by-law;

**AND WHEREAS** the estimated total cost to prepare the report for the drainage works is one hundred and sixty thousand dollars (\$160,000.00);

**AND WHEREAS** one hundred and sixty thousand dollars (\$160,000.00) is the amount to be contributed by the municipality for the County land and road portions of the drainage works;

**AND WHEREAS** the Council is of the opinion that the proposed works are required;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT** enacts as follows:

1. **THAT** the report prepared by R.J. Burnside & Associates Limited dated October 22, 2024, and attached hereto as Schedule "A" is hereby adopted
2. **AND THAT** the Corporation of the County of Brant may borrow on the credit of the corporation the amount of \$160,000.00 being the amount necessary for the preparation and construction of the report
2. **AND THAT** for paying the amount of \$160,000.00 being the amount assessed upon the lands and roads within the municipality, a special rate sufficient to pay the amount assessed, plus interest thereon, shall be levied upon the whole rateable properties in The Corporation of The County of Brant for one (1) year after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected
3. **AND THAT** the Corporation of the County of Brant may arrange the issue of debentures for the amount borrowed less the total of:
  - (a) grants received under Section 85 of the Drainage Act
  - (b) commuted payments made in respect of lands and roads assessed within the municipality
  - (c) moneys paid under Section 61(3) of the Drainage Act
  - (d) money assessed in and payable by another municipality, and such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a

rate not higher than the rate charged by Infrastructure Ontario on the date of sale of such debenture.

And such debentures shall be made payable within ten (10) years from the date of the debenture and shall bear interest at the rate prevailing at the time the debenture(s) is/are sold by the County of Brant.

4. **THAT** all assessments of One Thousand Dollars (\$1000.00) or less are payable in the first year in which the assessment is imposed.
5. **THAT** this by-law comes into force on the passing thereof and may be cited as the Simmons-Hopkins Municipal Drain.

**READ** a first and second time and provisionally adopted, this 17<sup>th</sup> day of December, 2024.

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
David Bailey, Mayor

\_\_\_\_\_  
Sunayana Katikapalli, Clerk

**READ** a third time and finally passed in Council, this 11<sup>th</sup> day February of 2025.

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
David Bailey, Mayor

\_\_\_\_\_  
Spencer Pluck, Deputy Clerk

**Engineer's Report  
Simmons-Hopkins Municipal Drain  
Realignment - Minor Improvement  
Project**

**County of Brant  
26 Park Avenue  
P.O. Box 160  
Burford, ON N0E 1A0**



**BURNSIDE**

**Engineer's Report  
Simmons-Hopkins Municipal Drain  
Realignment - Minor Improvement  
Project**

**County of Brant  
26 Park Avenue  
P.O. Box 160  
Burford, ON N0E 1A0**

**R.J. Burnside & Associates Limited  
35 Perry Street  
Woodstock ON N4S 3C4 CANADA**

**October 2024  
300058650.0000**

**Disclaimer**

Other than by the addressee, copying or distribution of this document, in whole or in part, is not permitted without the express written consent of R.J. Burnside & Associates Limited.

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0	Yes	Yes	Stubbe's Precast Commercial Ltd. (Property Owner)
0	Yes	Yes	Development Engineering Limited
0	Yes	Yes	Long Point Region Conservation Authority
0	Yes	Yes	Department of Fisheries and Oceans Canada
0	Yes	Yes	Ontario Ministry of Agriculture, Food & Agribusiness
0	Yes	Yes	Ministry of the Environment, Conservation and Parks (MECP)

**Record of Revisions**

Revision	Date	Description
0	July 29, 2024	Draft Report for LPRCA Review
1	October 11, 2024	Draft Report for Review
2	October 22, 2024	Issued for Consideration

**R.J. Burnside & Associates Limited****Report Prepared By:**

Jacob Rooke, EIT  
Project Manager  
JR:cvh/tp

**Report Reviewed By:**

Wm. Paul MacIntyre, L.E.L., C.E.T.  
Engineering Practitioner

**Table of Contents**

**1.0 Project Authorization.....1**  
1.1 Request for Improvement by Owner ..... 1

**2.0 Project Background and On-Site Meeting.....1**

**3.0 Proposed Design .....2**

**4.0 Environmental and Fisheries Considerations.....3**  
4.1 Long Point Region Conservation Authority (LPRCA) ..... 3  
4.2 Ministry of the Environment, Conservation and Parks (MECP) ..... 3  
4.3 Department of Fisheries and Oceans Canada (DFO) ..... 3

**5.0 Project Cost Estimate.....4**

**6.0 Construction Specifications.....6**

**7.0 Maintenance and Future Considerations .....6**

**Tables**

Table 1: On-Site Meeting..... 1  
Table 2: VO Model Input Parameters ..... 2  
Table 3: Peak Flows ..... 2  
Table 4: Project Cost Estimate – Simmons-Hopkins Municipal Drain Realignment..... 4

**Appendices**

- Appendix A Design Drawings
- Appendix B Agency Approvals
- Appendix C Standard Drain Specifications
- Appendix D Simmons-Hopkins Drain 1998 - Report

## 1.0 Project Authorization

This report is being prepared in response to an appointment by the County of Brant at its council meeting on April 30, 2024 to provide an improvement to the existing Simmons-Hopkins Municipal Drain in accordance with Section 78 (5) of the Drainage Act, R.S.O. 1990. R.J. Burnside & Associates Limited (Burnside) was notified of the appointment on May 1, 2024.

### 1.1 Request for Improvement by Owner

The request for improvement dated March 12, 2024 was submitted by Mike Goor signing authority for 2160382 Ontario Inc. (Stubbe's Precast Commercial) (Roll No. 011-010-42100); owner of Pt. Lot 24, Concession 9 within the County of Brant.

## 2.0 Project Background and On-Site Meeting

The on-site meeting for the proposed minor improvement was held on June 4, 2024 at the Stubbe's Precast Commercial property. The following were present at the meeting:

**Table 1: On-Site Meeting**

Name	Title
Jacob Rooke	Project Manager, Burnside
Paul MacIntyre	Engineering Practitioner, Burnside
Max Cheng	Engineering Assistant, Burnside
Shannon Tweedle	Drainage Superintendent, County of Brant
Albert Meyer	VP of Projects, Stubbe's Precast Commercial
Mike Goor	Manager of Land Development and Facilities Management, Stubbe's Precast Commercial
Jon Bakker	Senior Project Engineer, Development Engineering Limited (DevEng)

Stubbe's Precast Commercial (owner) representatives expressed interest in relocating the existing Simmons-Hopkins Municipal Drain on their property to allow for further expansion of the existing manufacturing facility. DevEng has been retained by the owner to aid in the site plan application for the subject property and provide a proposed design for the proposed drain realignment. The owners expressed interest in Burnside working with DevEng to obtain the necessary agency approvals and administer the project under the Ontario Drainage Act. DevEng and Burnside agreed that DevEng would act as the design engineer with Burnside acting as the general review engineer as defined within the Professional Engineers Ontario (PEO) guidelines for the project.

### 3.0 Proposed Design

As the design engineer DevEng completed detailed design for the proposed re-alignment with review and input from Burnside. The detailed design drawings have been included with Appendix A for reference. OMAFRA Publication 852 provides recommendations for municipal drain design in rural/agricultural settings. At a minimum, Publication 852 recommends a channel design capacity of a 2-year return period storm. This design standard considers the relatively low risk of significant loss in a rural/agricultural setting and leans on historical knowledge of the watershed.

The existing channel has been analyzed using a Visual Otthymo (VO) model with a SCS Type-II storm distribution and intensity duration frequency values obtained from the County of Brant engineering & design standards. Model input parameters are summarized in Table 2 and peak flows from the watershed are described in Table 3 below.

**Table 2: VO Model Input Parameters**

Model Input Parameter	Value
Area	697.69 ha <sup>1</sup>
Composite Curve Number	81
Initial Abstraction	6.8 mm
Time to Peak (Airport Method)	12.54 hrs

<sup>1</sup> Watershed area as per K. Smart Associates Limited report produced by John Kuntze, P. Eng dated August 18, 1998.

**Table 3: Peak Flows**

Design Storm	Peak Flow (m <sup>3</sup> /s)
2-year	1.96
5-year	3.10
10-year	3.89
25-year	4.95
50-year	5.74
100-year	6.55

The peak flows were used to complete a hydraulic analysis of the proposed realigned Simmons-Hopkins Municipal Drain. It was found that the 2-year design storm (1.96 m<sup>3</sup>/s) can be conveyed with 0.24 m of freeboard. The channel has a bank full capacity of 3.35 m<sup>3</sup>/s. Considering the proposed channel cross section matches that of existing, channel capacity and flood storage are not anticipated to change with the realignment.

## **4.0 Environmental and Fisheries Considerations**

When an Engineer's report is prepared that could affect an existing Municipal Drain, natural watercourse, wetland a review of the proposed work is required and subsequent approvals and/or project requirements must be obtained from applicable agencies. These may include the local Conservation Authority (CA), The Ministry of the Environment, Conservation and Parks (MECP) and Fisheries and Oceans Canada (DFO).

### **4.1 Long Point Region Conservation Authority (LPRCA)**

LPRCA has been contacted for comment on the proposed works. LPRCA has indicated that there are no concerns with the proposed work. Documentation has been included with Appendix B.

### **4.2 Ministry of the Environment, Conservation and Parks (MECP)**

The proposed works are to occur in active agricultural fields currently used for row crops. A review of the site conditions has been completed and the following species were identified to have the potential to be present in the work area:

- Bank Swallow: Due to the silty clay loams this species is unlikely to be present in the project area.
- Eastern Small-footed Myotis: There are currently no unobstructed rock piles along the project area suggesting this species is unlikely to be present.
- Nine-spotted Lady Beetle and Transverse Lady Beetle: Considering the lack of riparian vegetation and the agricultural usage on either bank this species is unlikely to be present.

As a result of the above, no temporary or permanent impacts to species at risk (SAR) are anticipated. The Contractor will be responsible to ensure that during construction no extirpated, endangered, threatened, or special concern species or their habitats are adversely affected.

### **4.3 Department of Fisheries and Oceans Canada (DFO)**

A request for review was submitted to DFO on June 17, 2024. A letter of advice (LoA) was received on July 25, 2024 via email and has been included in Appendix B for reference. All works shall be governed by the requirements of the LoA.

## 5.0 Project Cost Estimate

The cost estimate associated with the proposed project is as follows:

**Table 4: Project Cost Estimate – Simmons-Hopkins Municipal Drain Realignment**

Construction Line Item	Approximate Quantity	Unit	Total (\$)
A1. Mobilization and Demobilization	1	LS	5,000
A2. Strip and stockpile topsoil for a minimum 20 m width along the course of the proposed channel	390	m	4,500
A3. Excavation of proposed channel	4,000	m <sup>3</sup>	32,000
A4. Stockpiling excavated material and filling of existing channel	4,000	m <sup>3</sup>	36,000
A5. Hydroseeding proposed channel banks and 3 m buffer with approved seed mix complete with erosion control blankets to mitigate washout.	3,850	m <sup>2</sup>	32,700
A6. Install sediment basin (600 mm depth x 10 m length) immediately downstream of existing culvert crossing Muir Line and at the downstream channel linkage.	2	ea.	1,000
A7. Construction, maintenance, and removal of temporary rock flow check dam (OPSD 219.211).	1	ea.	1,500
A8. Supply & install 450 mm thickness of R50 quarry stone rip-rap with geotextile underlay immediately downstream of existing culvert crossing Muir Line.	40	m <sup>2</sup>	3,000

<b>Construction Line Item</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Total (\$)</b>
A9. Supply, install and removal of temporary straw bale flow check dam (OPSD 219.180).	2	ea.	1,000
<b>Contingency Items</b>			
B1. Supply & install 450 mm thickness of round river stone in channel bottom.	60	m <sup>2</sup>	3,600
B2. Supply & install 450 mm thickness of R50 quarry stone rip-rap with geotextile underlay.	60	m <sup>2</sup>	4,500
<b>Total Estimated Cost: Construction &amp; Contingencies</b>			<b>\$124,800</b>
<p><b>Engineering</b> – Coordination and attendance at on-site meeting including project background and verification of requirements under section 78 (5). Review of proposed design drawings including hydrologic analysis and hydraulic capacity calculations. Drainage report preparation which includes coordination with applicable agencies to obtain necessary approvals. Preparation and attendance at council Consideration meeting. Construction assistance and construction inspection.</p> <p><b>Note:</b> The above summary contains cost estimates only. These estimates do not include costs for tendering or defending the Drainage Report and procedures if appeals are filed with the Drainage Referee.</p>			\$20,000
<b>Total Estimated Cost: Engineering</b>			<b>\$20,000</b>
<b>Sundry Costs – Net HST, contingencies</b>			<b>\$15,200</b>
<b>Total Estimated Project Cost</b>			<b>\$160,000</b>

## **6.0 Construction Specifications**

Standard drain construction specifications for open channels have been included within Appendix C for reference. The proposed works shall be conducted in accordance with the standard drain construction specifications.

## **7.0 Maintenance and Future Considerations**

The proposed realigned section shall be adopted as a part of the Simmons-Hopkins Municipal Drain and shall be maintained in accordance with this report as it relates to the gradient and specifications. The K. Smart Associates Limited report produced by John Kuntze, P. Eng. dated August 18, 1998 shall be used to distribute all future maintenance costs until such time as is varied in accordance with the terms of the Act. The 1998 report has been included within Appendix D.



BURNSIDE

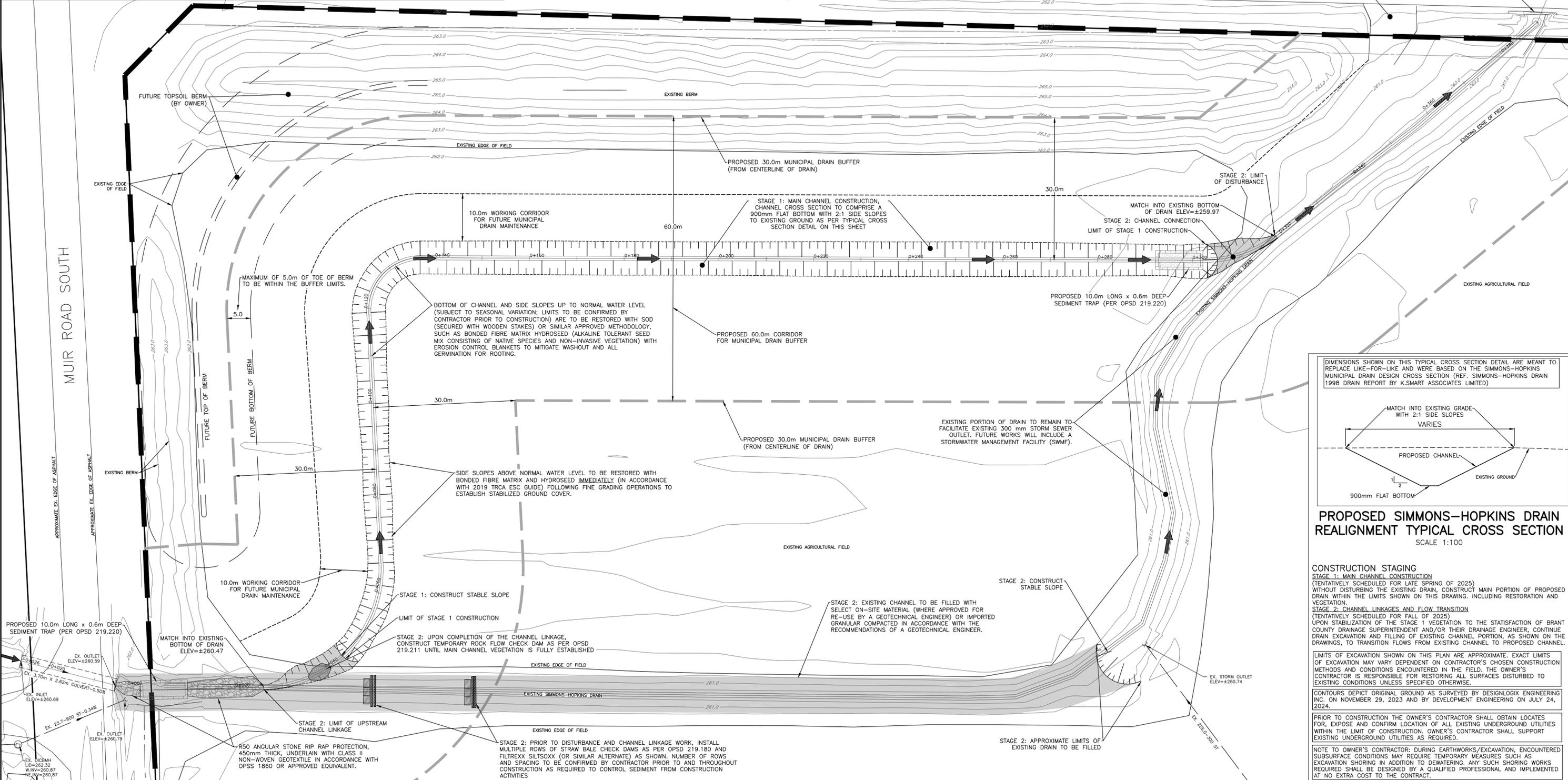
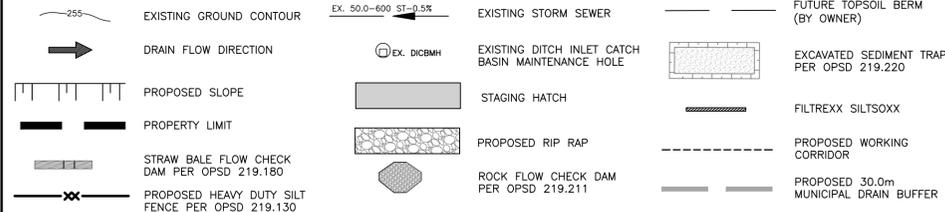
[ THE DIFFERENCE IS OUR PEOPLE ]

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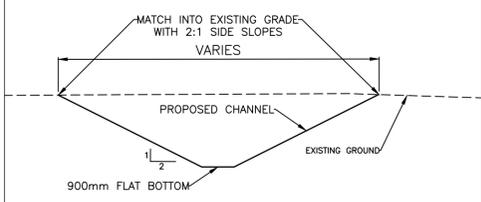
**Appendix A**

**Design Drawings**

**LEGEND**



DIMENSIONS SHOWN ON THIS TYPICAL CROSS SECTION DETAIL ARE MEANT TO REPLACE LIKE-FOR-LIKE AND WERE BASED ON THE SIMMONS-HOPKINS MUNICIPAL DRAIN DESIGN CROSS SECTION (REF. SIMMONS-HOPKINS DRAIN 1998 DRAIN REPORT BY K.SMART ASSOCIATES LIMITED)



**PROPOSED SIMMONS-HOPKINS DRAIN REALIGNMENT TYPICAL CROSS SECTION**  
SCALE 1:100

**CONSTRUCTION STAGING**  
**STAGE 1: MAIN CHANNEL CONSTRUCTION**  
 (TENTATIVELY SCHEDULED FOR LATE SPRING OF 2025)  
 WITHOUT DISTURBING THE EXISTING DRAIN, CONSTRUCT MAIN PORTION OF PROPOSED DRAIN WITHIN THE LIMITS SHOWN ON THIS DRAWING, INCLUDING RESTORATION AND VEGETATION.  
**STAGE 2: CHANNEL LINKAGES AND FLOW TRANSITION**  
 (TENTATIVELY SCHEDULED FOR FALL OF 2025)  
 UPON STABILIZATION OF THE STAGE 1 VEGETATION TO THE SATISFACTION OF BRANT COUNTY DRAINAGE SUPERINTENDENT AND/OR THEIR DRAINAGE ENGINEER, CONTINUE DRAIN EXCAVATION AND FILLING OF EXISTING CHANNEL PORTION, AS SHOWN ON THE DRAWINGS, TO TRANSITION FLOWS FROM EXISTING CHANNEL TO PROPOSED CHANNEL.

LIMITS OF EXCAVATION SHOWN ON THIS PLAN ARE APPROXIMATE. EXACT LIMITS OF EXCAVATION MAY VARY DEPENDENT ON CONTRACTOR'S CHOSEN CONSTRUCTION METHODS AND CONDITIONS ENCOUNTERED IN THE FIELD. THE OWNER'S CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL SURFACES DISTURBED TO EXISTING CONDITIONS UNLESS SPECIFIED OTHERWISE.

CONTOURS DEPICT ORIGINAL GROUND AS SURVEYED BY DESIGNLOGIX ENGINEERING INC. ON NOVEMBER 29, 2023 AND BY DEVELOPMENT ENGINEERING ON JULY 24, 2024.

PRIOR TO CONSTRUCTION THE OWNER'S CONTRACTOR SHALL OBTAIN LOCATES FOR, EXPOSE AND CONFIRM LOCATION OF ALL EXISTING UNDERGROUND UTILITIES WITHIN THE LIMIT OF CONSTRUCTION. OWNER'S CONTRACTOR SHALL SUPPORT EXISTING UNDERGROUND UTILITIES AS REQUIRED.

NOTE TO OWNER'S CONTRACTOR: DURING EARTHWORKS/EXCAVATION, ENCOUNTERED SUBSURFACE CONDITIONS MAY REQUIRE TEMPORARY MEASURES SUCH AS EXCAVATION SHORING IN ADDITION TO DEWATERING. ANY SUCH SHORING WORKS REQUIRED SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND IMPLEMENTED AT NO EXTRA COST TO THE CONTRACT.

EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
					DESIGN BY TW/BB DRAWN BY BB CHECKED BY PJB F.B.K. P-17	1	ISSUED FOR DRAINAGE REPORT	OCT. 17/24	DEVENG

CONSULTANT

London Office  
41 Adelaide St. N., Unit 71  
(519) 672-8310

Paris Office  
31 Mechanic St., Unit 301  
(519) 442-1441

CONSULTING CIVIL ENGINEERS

SCALE

SCALE - 1:400

PROJECT No. **DEL24-001**

SHEET No. **1**

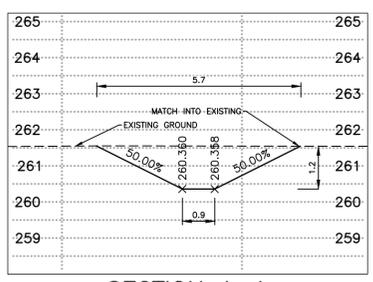
PLAN FILE No.

**STUBBE'S PRECAST CAMPUS IMPROVEMENTS**  
44 MUIR ROAD SOUTH, HARLEY, COUNTY OF BRANT

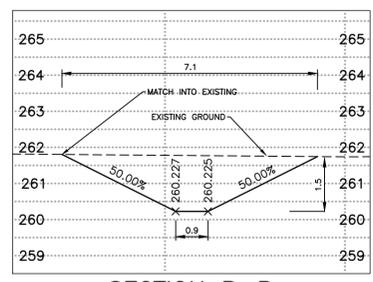
**SIMMONS-HOPKINS DRAIN REALIGNMENT OVERVIEW AND STAGING PLAN**

**LEGEND**

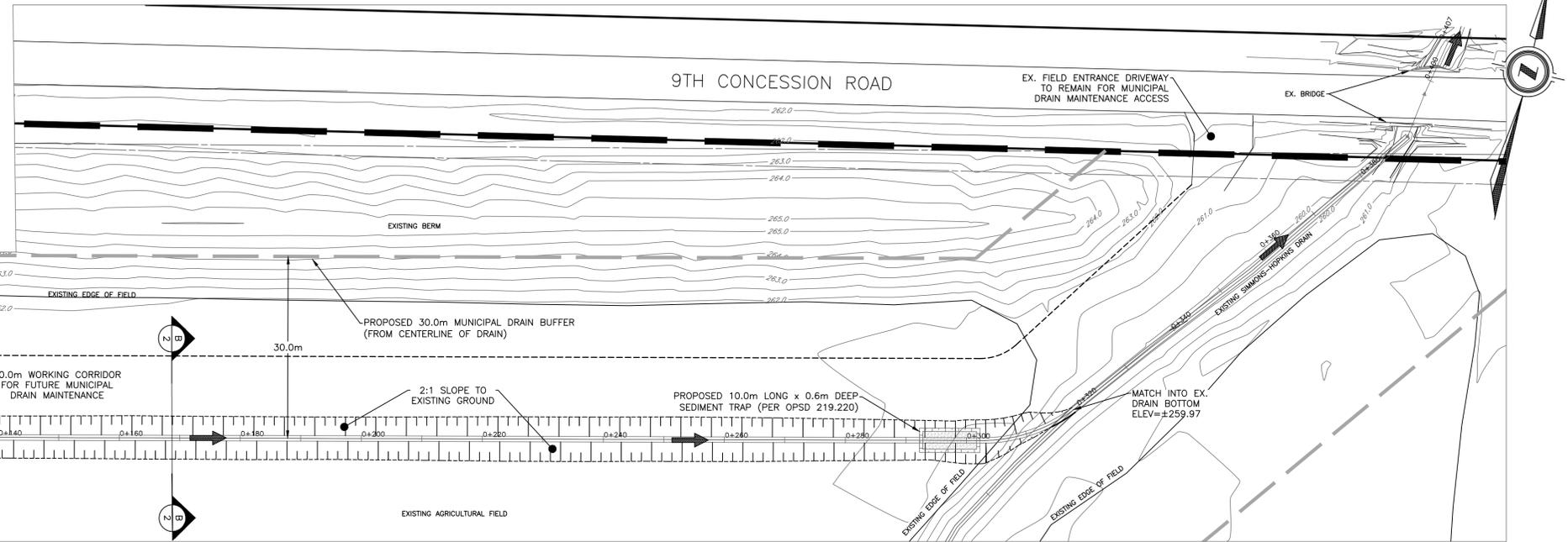
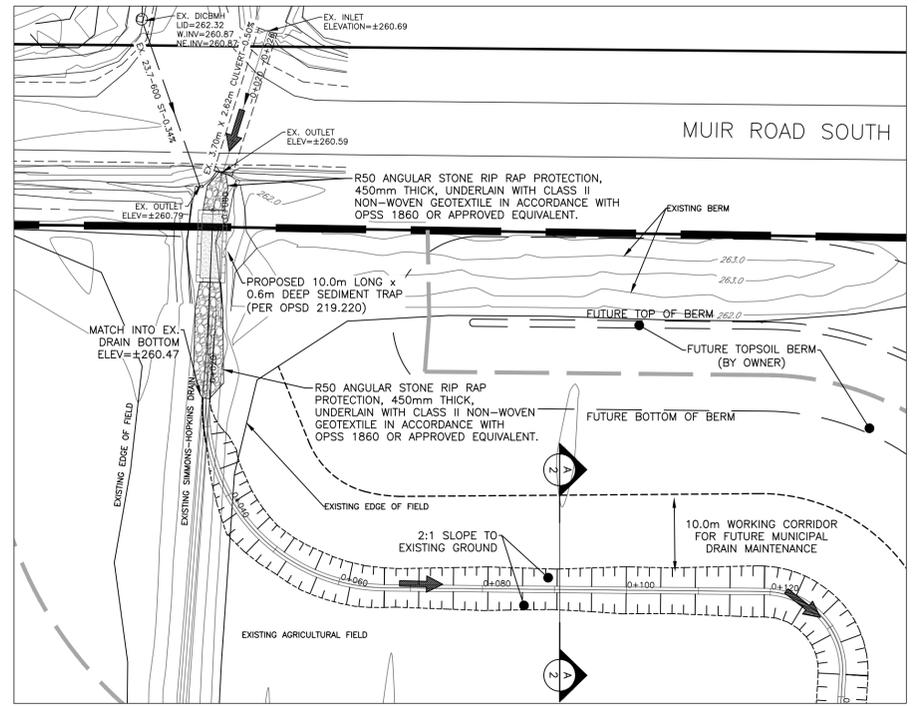
- EX. 50.0-600 ST-0.5% EXISTING STORM SEWER
- EX. DICBMH EXISTING DITCH INLET CATCH BASIN MAINTENANCE HOLE
- 255 EXISTING GROUND CONTOUR
- PROPOSED SLOPE
- DRAIN FLOW DIRECTION
- PROPOSED WORKING CORRIDOR
- FUTURE TOPSOIL BERM (BY OWNER)
- EXCAVATED SEDIMENT TRAP PER OPSD 219.220
- PROPOSED RIP RAP
- SECTION LOCATION, NAME AND SHEET REFERENCE
- PROPOSED 30.0m MUNICIPAL DRAIN BUFFER



**SECTION A-A**  
SCALE 1:100

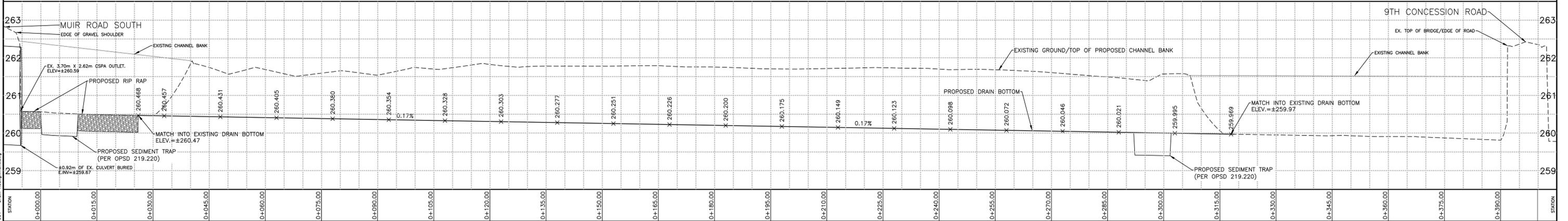


**SECTION B-B**  
SCALE 1:100



**SIMMONS-HOPKINS DRAIN REALIGNMENT**

EXISTING SIMMONS-HOPKINS DRAIN DESIGN NOTES (REF. TO SIMMONS-HOPKINS DRAIN REPORT DATED AUGUST, 1998):  
 • 2:1 SIDE SLOPES (WHERE REQUIRED)  
 • 1.5m-1.8m DEPTH  
 • 0.10% DRAIN DESIGN SLOPE  
 • 900mm BOTTOM OF DRAIN (WHERE REQUIRED)



STATION	EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
0+000.00						DESIGN BY TW/BB	1	ISSUED FOR DRAINAGE REPORT	OCT. 17/24	DEVENG
0+015.00						DRAWN BY BB				
0+030.00						CHECKED BY PJB				
0+045.00						F.B.K. P-17				

CONSULTANT

London Office  
41 Adelaide St. N., Unit 71  
(519) 672-8310

Paris Office  
31 Mechanic St., Unit 301  
(519) 442-1441

**development engineering**  
(London) Limited  
CONSULTING CIVIL ENGINEERS

ENGINEER'S SEAL

**P. J. BAKKER**  
100224635  
OCT. 17/24  
PROVINCE OF ONTARIO



SCALE

HORIZONTAL - 1:500  
5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

VERTICAL - 1:50  
0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5 5.0

TITLE

**STUBBE'S PRECAST CAMPUS IMPROVEMENTS**  
44 MUIR ROAD SOUTH, HARLEY, COUNTY OF BRANT

**SIMMONS-HOPKINS DRAIN REALIGNMENT DETAILS**

PROJECT No. **DEL24-001**

SHEET No. **2**

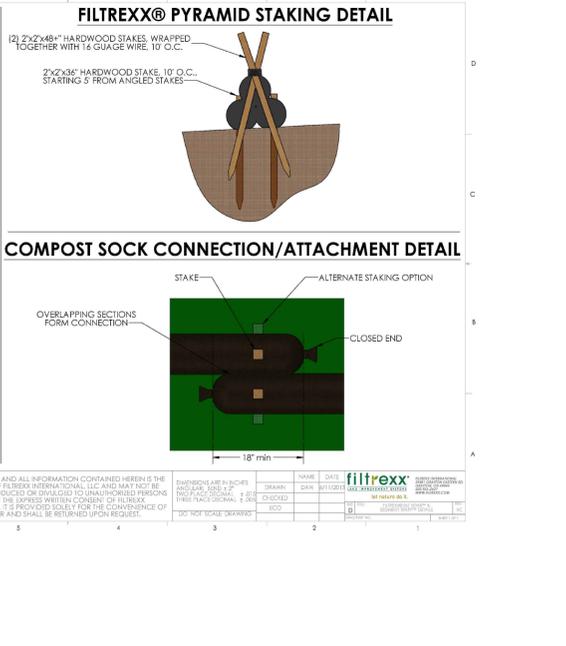
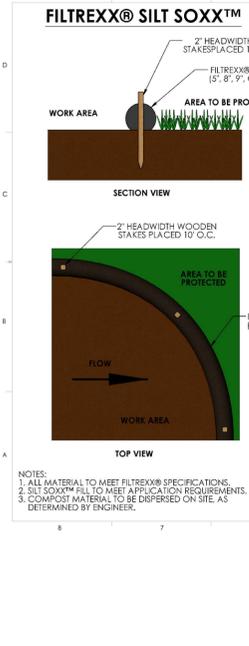
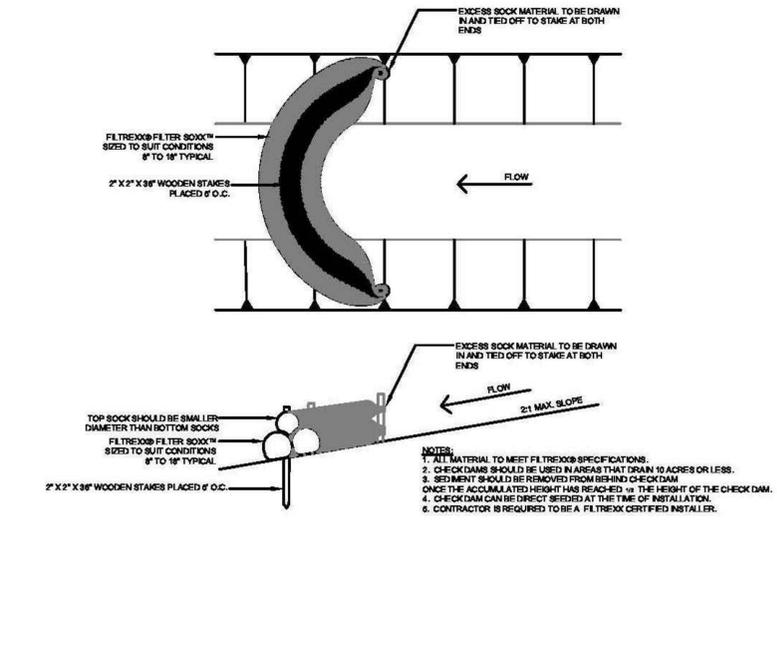
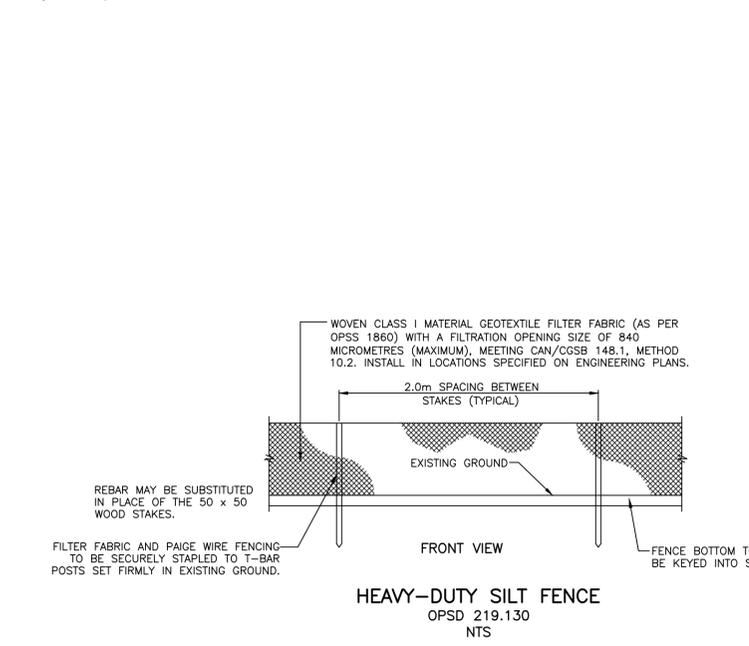
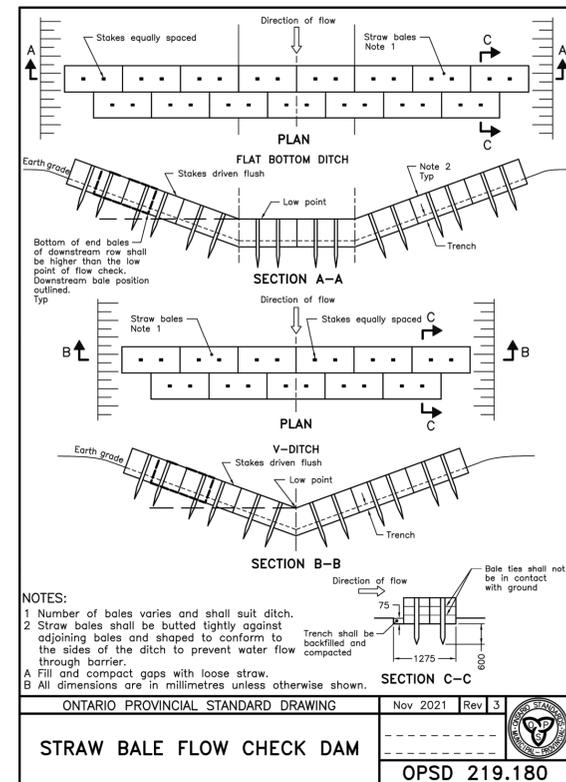
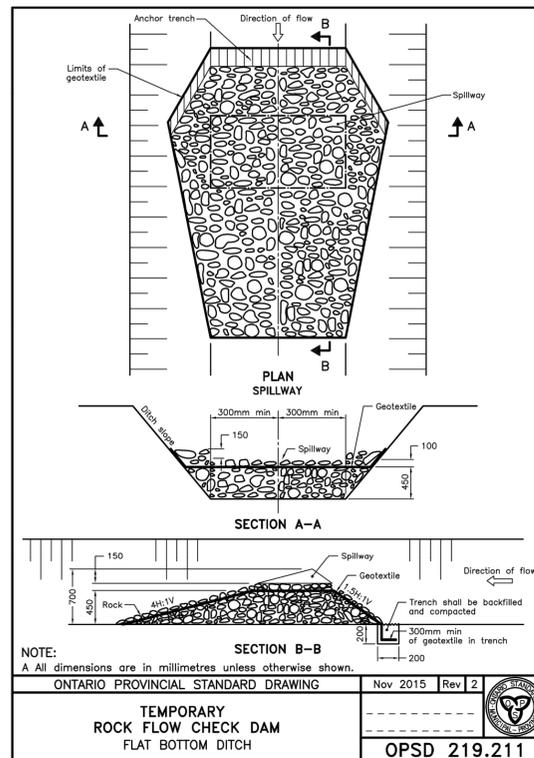
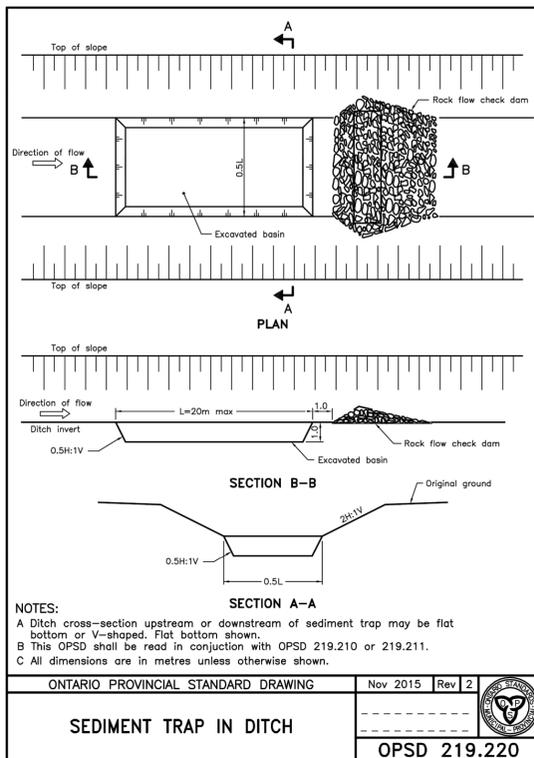
PLAN FILE No.

**GENERAL CONSTRUCTION NOTES**

- All existing underground utilities, either shown or not shown, are to be located and marked prior to commencing construction within the site and on existing abutting road allowance. Any utilities damaged or disturbed during construction shall be repaired or replaced to the satisfaction of the governing body at the sole expense of the Owner's Contractor.
- Prior to commencing ANY construction, the Owner's Contractor must verify all outlet information, benchmarks, elevations and dimensions and report any discrepancies immediately to the Engineer.
- Prior to commencing any work on the installation of services, an approved set of plans must be available on the job site and shall remain there until work is completed.
- The Owner's Contractor is responsible for the control of surface and subsurface water.
- The Owner's Contractor shall take all necessary precautions to prevent the spilling or dumping of hazardous materials while fueling and maintaining vehicles and equipment.
- Existing servicing and topographic information was obtained by DESIGNLOGIX Engineering Inc., dated November 30, 2023 and by Development Engineering (London) Limited, dated July 31, 2024.
- Existing legal (boundary) information was obtained by MacAulay, White and Muir Ltd. dated March 26, 2024.

**SEDIMENT, EROSION AND DUST CONTROL**

- Protect all exposed surfaces and control all runoff during construction.
- All erosion control measures to be in place before starting construction and remain in place until restoration is complete.
- All collected sediment to be disposed of at an approved location.
- Minimize area disturbed during construction.
- Protect all existing and proposed catchbasins, manholes, and pipe ends from sediment intrusion with Terrafix Siltsocks, or similar approved alternate.
- Prevent wind-blown dust.
- Obtain approval from LPRCA before construction of works which are in the defined regulated area.
- For current industry best-management practices related to temporary erosion and sediment control measures required throughout construction, the contractor should reference the Erosion and Sediment Control Guide (2019) prepared by Sustainable Technologies Evaluation Program, and/or consult the owner's engineer.
- All erosion control measures are at the minimum to be in accordance the Ministry of Natural Resources Guidelines on Erosion and Sediment Control for Urban Construction Sites.
- The Contractor shall be responsible for sediment, erosion, and dust control on the site and for the protection of the adjacent lands, habitats, watercourses and water bodies. The perimeter erosion and sediment control measures shown on this plan or otherwise identified on these drawings are not meant to comprise an exhaustive list or final ESC strategy. The Contractor shall use their judgement and expertise in providing additional sediment and erosion control measures, as required during various stages of construction, subject to their methodology, to protect the adjacent lands and waters, and to meet the turbidity requirements for any runoff or pumped discharge leaving the site. The Contractor should request an opinion from the owner's Engineer when they feel the additional expertise are warranted. The Contractor shall provide and maintain all sediment, erosion, and dust control measures as required by site conditions and/or as recommended by the Engineer during periodic inspections. All required sediment, erosion, and dust control measures must be in place before starting construction and remain in place until restoration is complete.
- The Contractor shall be responsible for the design, operation, installation, inspection, regular maintenance, and replacement of all sediment, erosion, and dust controls to meet the requirements of the applicable legislation (e.g., Fisheries Act, Species at Risk Act, Federal and Provincial Environmental Protection Acts, Provincial Water Resources Act, Lakes and Rivers Improvement Act, Ontario Endangered Species Act, the current Provincial Policy statement empowered through the Planning Act, Conservation Authorities Act, all regulations under those acts, and any local by-laws) and approvals granted for this project. Where the Contractor feels an opinion from the owner's Engineer is warranted, the Contractor shall review its designs and plans for sediment control with the Engineer at the start of the work and prior to critical stages of the work as it progresses. If the Contractor does not engage the owner's Engineer, it will be assumed the owner and owner's contractor have used their own expertise or consulted another qualified professional for recommendations.
- Where excavation dewatering is necessary, pump discharge shall be directed to stable, vegetated areas with end of pipe filter bag or dedicated sediment traps (OPSD 219.240) or industry standard erosion and sediment control method. If significant construction dewatering is necessary, the contractor shall have a third-party professional engineer prepare a dewatering design and plan, including appropriate erosion control and sediment removal, as necessary.
- The Contractor shall maintain an operations log of erosion & sediment control structure inspections throughout the project, with particular emphasis on control measures after rainfall events of 12mm or greater. Periodic removal of accumulated sediment shall be undertaken as necessary to maintain effective sediment removal or at the expressed direction of the Engineer.
- Containment, settling and/or direct filtering techniques may be required to remove suspended solids from all site effluent and runoff during rainfall events. The Contractor must monitor the turbidity of the downstream watercourse and provide additional temporary sediment controls when the downstream turbidity exceeds the upstream turbidity by more than 25 NTU over an 8-hour period. This would constitute a moderate negative impact on the receiving watercourse and should be mitigated immediately.
- A visual inspection of the sediment, erosion and dust control measures must be completed by the Contractor daily. Clogged, ruptured or otherwise ineffective sediment filters (e.g., socks, bags, etc.) or other sediment controls (e.g., silt fence, sediment traps, etc.) must be replaced or repaired immediately upon identification, prior to releasing additional runoff and/or dewatering pump effluent.
- Any stockpiled soil material shall be appropriately protected from erosion (safely sloped as specified by a geotechnical engineer and, if necessary, seeded to improve long-term stability and erosion resistance). The toe of the stockpile slopes should be wrapped in heavy-duty silt fence as per OPSD 219.130 (or approved alternate) to help prevent sediment transport.
- The owner and their contractor should confirm any restricted activity timing windows for the protection of fish, birds, and other wildlife, including their habitat, and avoid construction activities and vegetation removal, as appropriate. An opinion from a qualified wildlife and/or aquatic biologist may be necessary to ensure construction timing does not contravene any federal, provincial, or local laws.



EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT	CONSULTANT	ENGINEER'S OFFICE	SCALE	TITLE	PROJECT No.
					DESIGN BY TW/BB DRAWN BY BB CHECKED BY PJB F.B.K. P-17	1	ISSUED FOR DRAINAGE REPORT	OCT. 17/24	DEVENG	London Office 41 Adelaide St. N., Unit 71 (519) 672-8310  Paris Office 31 Mechanic St., Unit 301 (519) 442-1441	development engineering (London) Limited  CONSULTING CIVIL ENGINEERS	HORIZONTAL - 1:500 5' 0" 10m VERTICAL - 1:50 0.5' 0" 1m	<b>STUBBE'S PRECAST CAMPUS IMPROVEMENTS</b> 44 MUIR ROAD SOUTH, HARLEY, COUNTY OF BRANT	DEL24-001
													<b>NOTES &amp; DETAILS</b>	3
														PLAN FILE No.



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**Appendix B**

**Agency Approvals**

Appendix B

Jacob Rooke

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From: OP Habitat (DFO/MPO) <DFO.OPHabitat.MPO@dfo-mpo.gc.ca>  
Sent: Thursday, July 25, 2024 10:14 AM  
To: Jacob Rooke  
Cc: Max Cheng  
Subject: RE: 24-HCAA-01725 - 058650 Simmons-Hopkins Municipal Drain Proposed Realignment - DFO Request for Review

 Fisheries and Oceans Canada  
Ontario and Prairie Region  
Fish and Fish Habitat Protection Program  
867 Lakeshore Rd.  
Burlington, ON  
L7S 1A1

Pêches et Océans Canada  
Région de l'Ontario et des Prairies  
Programme de protection du poisson et de son habitat  
867 chemin Lakeshore  
Burlington, ON  
L7S 1A1

Dear Jacob:

**Subject: [Drain Realignment, Simmons-Hopkins Drain, Class C, Brant] (24-HCAA-01725) – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat**

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on June 17, 2024. We understand that you propose to:

- Realignment of approx. 400m of the Simmons-Hopkins Drain. The new alignment will be excavated first in the dry and allow vegetation to establish; and
- Once established the existing drain to be filled in once flows are redirected; and,
- Work in isolation of flow or open water to avoid sedimentation of the watercourse.

Our review considered the following information:

- Request for Review form and associated documents.

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*;
- 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*; and,
- the introduction of aquatic species into regions or bodies of water frequented by fish where they are not indigenous, which is prohibited under section 10 of the *Aquatic Invasive Species Regulations*.

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:

- Plan in-water works, undertakings and activities to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed and migrate;
  - No in-water work between March 15 – July 15;
- Capture, relocate and monitor for fish trapped within isolated, enclosed, or dewatered areas;
  - Dewater gradually to reduce the potential for stranding fish;
- Screen intake pipes to prevent entrainment or impingement of fish;
  - Use the [code of practice](#) for water intake screens;
- Aquatic invasive species are introduced and spread through transporting sands and sediments and using contaminated construction equipment. To prevent the spread of aquatic invasive species during construction in aquatic environments:
  - Clean, drain and dry any equipment used in the water; and,
  - Never move organisms or water from one body of water to another;
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity;
  - Limit access to banks or areas adjacent to waterbodies;
  - Construct access points and approaches perpendicular to the watercourse or waterbody;
  - Re-vegetate the disturbed area with native species suitable for the site;
- Develop and implement an erosion and sediment control plan to avoid the introduction of sediment into any waterbody during all phases of the work, undertaking or activity;
  - Conduct all in-water works, undertakings or activities in isolation of open or flowing water to reduce the introduction of sediment into the watercourse;
    - Use the [code of practice](#) for temporary cofferdams and diversion channels;
  - Schedule work to avoid wet, windy and rainy periods (and heed weather advisories) that may result in high flow volumes and/ or increase erosion and sedimentation;
  - Monitor the watercourse to observe signs of sedimentation during all phases of the work, undertaking or activity and take corrective action; and,
- Develop and implement a response plan to avoid a spill of deleterious substances.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, the *Aquatic Invasive Species Regulations* or the *Species at Risk Act*.

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 [FisheriesProtection@dfo-mpo.gc.ca](mailto:FisheriesProtection@dfo-mpo.gc.ca) or 1-855-852-8320.

**Please notify this office at least 10 days before starting any in-water works.** Send your notification to the assessor (contact information below) and the DFO 10 notification mailbox: [DFO.OP.10DayNotification-Notification10Jours.OP.MPO@dfo-mpo.gc.ca](mailto:DFO.OP.10DayNotification-Notification10Jours.OP.MPO@dfo-mpo.gc.ca). We recommend that a copy of this letter be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Lucas Coletti at [Lucas.Coletti@dfo-mpo.gc.ca](mailto:Lucas.Coletti@dfo-mpo.gc.ca). Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,

Lucas Coletti  
Biologist | Biologiste  
Fisheries and Oceans Canada | Pêches et Océans Canada  
Fish and Fish Habitat Protection Program | Programme de Protection du Poisson et de Son Habitat  
M: (905)-317-1541  
Email/Courriel: [Lucas.Coletti@dfo-mpo.gc.ca](mailto:Lucas.Coletti@dfo-mpo.gc.ca)

---

From: Jacob Rooke <Jacob.Rooke@rjburnside.com>  
Sent: Monday, June 17, 2024 2:02 PM  
To: OP Habitat (DFO/MPO) <DFO.OPHabitat.MPO@dfo-mpo.gc.ca>  
Cc: Max Cheng <Max.Cheng@rjburnside.com>; Nolan, Colby <Colby.Nolan@dfo-mpo.gc.ca>  
Subject: 24-HCAA-01725 - 058650 Simmons-Hopkins Municipal Drain Proposed Realignment - DFO Request for Review

Hi Colby,

Please see attached for the completed request for review for the Simmons-Hopkins Municipal Drain proposed re-alignment within the County of Brant.

If there are any questions don't hesitate to call or email.

As a note this project is under section 78(5) of the Ontario Drainage Act (minor improvement) and there are specified timelines set out for the minor improvement process. We would like to obtain agency approvals prior to filing the report at the end of August. Could you please provide any comments or design considerations before this. If this timeline is an issue please let me know.

Thanks,  
Jacob



R.J. Burnside & Associates Limited  
35 Perry Street, Woodstock, Ontario N4S 3C4  
Office: +1 800-265-9662 Direct: +1 519-340-2005  
[www.rjburnside.com](http://www.rjburnside.com)

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Thank you.

\*\*\*\*\*

Jacob Rooke

---

From: planning <planning@lprca.on.ca>  
Sent: Monday, August 19, 2024 2:24 PM  
To: Jacob Rooke  
Cc: Max Cheng  
Subject: RE: 058650 Simmons-Hopkins Municipal Drain - LPRCA Permit Application

Good afternoon,

LPRCA staff have had a chance to review the draft report. Staff have no concerns as long as DFO's mitigation measures are adhered to.

Please contact me should you have further questions in this regard. Thank you,



Isabel Johnson, *Resource Planner*  
*Regulations Officer*  
Long Point Region Conservation Authority  
4 Elm Street, Tillsonburg, ON. N4G 0C4  
519-842-4242 ext. 229.

---

From: Jacob Rooke <Jacob.Rooke@rjburnside.com>  
Sent: July 29, 2024 3:38 PM  
To: planning <planning@lprca.on.ca>  
Cc: Max Cheng <Max.Cheng@rjburnside.com>  
Subject: 058650 Simmons-Hopkins Municipal Drain - LPRCA Permit Application

Hi Isabel,

Please see attached for the draft Simmons-Hopkins Municipal Drain Report as well as a permit application form.

Just as a note this project is under section 78(5) of the Ontario Drainage Act. There are specific timelines under this section of the act.  
We plan to submit the report to the County of Brant at the end of August for their consideration. If LPRCA has any concerns with the proposal or would like to offer advisory comments, please let me know and we will update the report prior to submission with the County of Brant.

Feel free to call or email with any questions.

Thanks,  
Jacob



**Jacob Rooke**  
Engineering Assistant

R.J. Burnside & Associates Limited  
35 Perry Street, Woodstock, Ontario N4S 3C4  
Office: +1 800-265-9662 Direct: +1 519-340-2005  
[www.rjburnside.com](http://www.rjburnside.com)

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## Appendix C

### Standard Drain Specifications

## Appendix C – Standard Drain Specifications

### 1.0 Scope of Specifications

This specification covers the general conditions governing the construction of a Municipal Drain under the most recent revision of the Drainage Act and amendments. All work shall be done in accordance with current and applicable Ontario Provincial Standard Specifications and Drawings (OPSS and OPSD).

#### 1.1 Benchmarks

Benchmarks shall be set at intervals along the course of the work at locations shown on the accompanying plan and/or profile. The Contractor or landowner shall be held liable for the cost of re-establishing benchmarks destroyed. Attention is drawn to Section 13 of the Drainage Act.

#### 1.2 Stakes/Flags/Markers

Stakes, flags or markers are typically set at intervals throughout the course of the work, at all fences and property lines. The Contractor or landowner shall be held liable for the cost of replacing any stakes removed or destroyed.

#### 1.3 Profile

The Drain is to be excavated or installed to regular gradient lines as shown on the profiles. These gradients show the bottom of the finished drain and are governed entirely by the benchmarks. The profile shows the approximate depth from the surface of the ground to the invert of the tile or drain bottom at the point where the stations are set and from the average bottom of the open drain as taken at the time of survey. Open drains shall be brought to an even gradient in the bottom to prevent standing water.

#### 1.4 Clearing

**Clearing** means the cutting of all standing trees, brush, bushes and other vegetation to a maximum height of 300 mm above original ground level as well as the removal of felled materials and windfalls. Trees measuring 150 mm or more in diameter shall be felled, delimbed, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents.

The work shall consist of clearing all areas of earth excavation, earth surfaces to be covered by embankments up to and including 1.2 m in height, and any other areas specified in the Contract Documents.

No trees, brush or bushes are to be left inside the slopes of the Drain, whether they are located within the limits of the excavation or not. Brush cleared in accordance with the above shall be piled in a location and in a manner satisfactory to the Engineer for burning by the Owner. Unless otherwise specified or directed, these piles shall be a minimum of 100 m apart and shall contain only cleared material. All work shall be done in accordance with OPSS 201.

### **1.5 Close Cut Clearing**

**Close Cut Clearing** means the cutting of all standing trees, stumps, brush, bushes and other vegetation at original ground level and the removal of felled materials and windfalls. Grubbing means the removal of all stumps, roots, embedded logs, debris and secondary growth. Trees measuring 150 mm or more in diameter shall be felled, delimbed, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents.

The work shall consist of close cut clearing all earth surfaces to be covered by embankments greater than 1.2 m in height, and any other areas specified in the Contract Documents.

No trees, stumps, brush or bushes are to be left inside the slopes of the Drain whether they are located within the limits of the excavation or not. Brush cleared in accordance with the above shall be piled in a location and in a manner satisfactory to the Engineer for burning by the Owner. Unless otherwise specified or directed, these piles shall be a minimum of 100 m apart and shall contain only cleared material. All work shall be done in accordance with OPSS 201.

### **1.6 Brushing**

Brushing means the grinding or chipping to ground level of vegetation in the working space under 150 mm in diameter by means of a hydraulic brushing attachment used with an excavator or approved equivalent. This includes grinding or chipping all standing trees, stumps, brush, bushes and other vegetation to original ground level.

Trees measuring 150 mm or more in diameter shall be felled, delimbed, cut into lengths no longer than 4 m and stacked to the designated side of the working space. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

## 1.7 Grubbing

Grubbing means the removal of all stumps, roots, embedded logs, debris and secondary growth.

The work shall consist of grubbing all areas of earth excavation, earth surfaces to be covered by embankments up to and including 1.2 m in height and any other areas specified in the Contract Documents.

Grubbing is not required in swamps. Mechanical stump cutters are permitted, provided the entire root structure is removed. Depressions remaining after grubbing shall be backfilled with suitable earth material and compacted to avoid settlement. When clearing has been previously completed by others, all secondary growth, brush and debris shall be removed.

Piled boulders and surface boulders that are not specified in the Contract Documents for removal and lie within areas to be grubbed shall be removed. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

## 1.8 Removal of Surface Boulders and Removal of Piled Boulders

**Piled Boulders** means any cobbles, boulders or rock fragments that have been placed in fence rows or piles.

**Rock** means rock as defined in OPSS 206.

**Surface Boulder** means any boulder or rock fragment that measures 200 mm or greater in any one dimension, extends a minimum of 200 mm above original ground and can be removed without excavation.

The work shall consist of the removal of surface boulders and removal of piled boulders within the areas specified in the Contract Documents. Depressions remaining after removal shall be backfilled with suitable earth material and compacted to avoid settlement. The work shall not damage or disturb the area outside the areas specified in the Contract Documents. All work shall be done in accordance with OPSS 201.

## 1.9 Fences

The Contractor will be permitted to remove fences to the extent necessary to allow the construction of the Drain and to dispose of any excess material according to the specifications. Any such fences shall be carefully handled to cause no unnecessary damage. Unless allowance has been provided, such fences shall be replaced by the Contractor in as good a condition as found. The Contractor shall supply all material necessary to properly reconstruct any fences. The Contractor shall not leave any fence

open when he is not at work in the immediate area and shall replace the fence in a timely manner, all to the satisfaction of the Engineer.

### 1.10 Standing Crops and Livestock

Should a property owner wish to harvest any crop along an access route or within the construction working space as set out in the Engineer's Report, then it shall be the responsibility of the property owner to do so prior to construction. Provisions for the loss of, or damage to, crops along the access route or in the construction area ("Working Space") have been made in the Report and such loss or damage shall not be the liability of the Contractor.

The Contractor shall contain construction operations to the working space and width specified. As long as the construction operations are contained within the specified working space, the Contractor shall not be responsible for damages to crops along the course of the Drain.

It shall be the responsibility of the property owners to keep their livestock clear of the construction area upon receiving 24 hours advance notice by the Contractor. After receiving proper notice, the Owner of the property upon which a drain is being constructed shall be liable for any loss or damage to livestock, the Drain, drain materials or the Contractor's equipment caused by their livestock.

### 1.11 Notification of Agencies

The Contractor shall notify the appropriate agency before performing any work affecting the land or property of the Ontario Ministry of Transportation (MTO), railway, telephone, pipeline or public utility or regulatory agency. The Contractor shall further agree to perform the work affecting such lands or property in accordance with the specifications and approval/permit of the applicable agency.

### 1.12 Final Inspections

After substantial completion of the work, but prior to demobilization and final removal of all equipment and materials from the site, the Contractor **must** arrange an on-site **Final** Inspection of the work with the engineer to ensure all aspects of the work have been satisfactorily completed and/or that arrangements have been made to expedite the completion of any outstanding "minor" items or deficiencies. All the work included in the contract, at the time of the Final Inspection, must have the full dimensions and cross-sections called for in the plans and specifications. Notification to the Engineer of this Final Inspection shall be provided at least five days prior and it shall be completed as soon as possible or as soon thereafter as weather conditions permit.

## **2.0 Specifications for Open Drains**

### **2.1 Geometry**

The Drain shall have the full bottom width, at the gradient, specified or shown on the accompanying plan, profiles and details.

### **2.2 Alignment**

The Drain shall run in straight lines throughout each course except at intersections, where it shall run on a minimum curve of 15 m radius unless otherwise specified. If the work consists of the improvement of an existing open drain, then the centre line of the existing drain shall be the centre line of the finished work unless otherwise specified.

### **2.3 Excavated Material**

A clear buffer of at least 3 m shall be left between the top edge of the open drain and the excavated material. Excavated material shall be placed on the side specified or, if not specified, on the lower side of the Drain or on the side opposite trees or fences. No excavated material is to be left in any low runs intended to conduct water into the open drain. It shall be deposited, spread and leveled to a maximum depth of 150 mm, unless specified otherwise and left in a manner such that the lands on which it is spread may be cultivated with adjacent lands by use of ordinary farm machinery. Material excavated in land that is timbered, may be spread to the depth specified or to a maximum depth of 300 mm, whichever is greater. In cultivated areas, the Contractor shall remove stones and boulders on the surface greater than 100 mm diameter from the excavated material and dispose of them in an approved location. Treatment of excavated material shall be to the satisfaction of the Engineer. After the excavated material has been spread and leveled, it shall be seeded as specified.

### **2.4 Surface Water Inlets**

Surface water inlets to the Drain shall be provided through the leveled spoil on each property at obvious natural low runs or at other locations as specified by the Engineer on site at the time of construction. No excavated material shall be left in, or any damage done to a ditch, furrow, pipe, tile or depression that is intended to conduct water into an open drain. The Drain bank at all such inlets shall be riprapped as directed by the Engineer and reimbursed under the appropriate contract item.

## 2.5 Outlets

During the construction of an open drain, the Contractor shall guard against damaging the outlet of any tributary drain or pipes encountered. The Contractor will be reimbursed for damage to unmarked outlet pipes under the appropriate contract item.

## 2.6 Access Culverts

All culverts shall be installed with the invert a minimum of 10% of its diameter or as specified below the gradient and the firm bottom of the Drain.

All pipes installed under these specifications shall be carefully bedded to ensure uniform bearing throughout its entire length.

Except where requiring concrete cradle or encasement, all pipes shall be bedded on granular fill as specified or as shown on the contract drawings. Bedding shall be hand placed, tamped and consolidated throughout. Granular fill and bedding shall be gravel or crushed stone having no particles over 20 mm in size, except where otherwise specified.

Concrete cradle and concrete encasement shall be placed as shown on the drawings, and the concrete shall be minimum 25 megapascals (MPa).

From the top of the bedding material to a point 150 mm below the existing grade of the laneway, backfill material shall be clean pit run gravel meeting OPSS Granular B or approved equivalent. The material shall be placed in lifts not to exceed 300 mm in depth and all granular materials shall be compacted to 100% standard proctor maximum dry density (SPMDD) and all subsoil or previously excavated material to 95% SPMDD.

The final 150 mm of the excavation shall be filled with clean crushed gravel conforming to OPSS Granular A specifications. The material shall be placed in lifts not exceeding 150 mm in depth and shall be thoroughly compacted to 100% SPMDD.

## 2.7 Excavation at Bridge Sites

The excavation at bridge sites shall be to the full depth of the Drain and as nearly as possible the full width of the Drain as specified for the bridge location. The excavation at a bridge site shall be made in a manner to protect the structural integrity of any permanent bridge. A temporary bridge may be carefully removed to allow excavation. The removal of a bridge is to be done in such a manner to cause no damage to the bridge components. Temporary bridges removed to allow excavation shall be replaced in as good a condition as found, so far as material allows. Replacing of such bridges shall be to the satisfaction of the Engineer. The Contractor shall immediately notify the Engineer if it becomes apparent that excavating to a specified gradient will endanger or

underpin any culvert or bridge. The Contractor shall cease excavation at the bridge or culvert site until the Engineer instructs the Contractor to proceed.

## 2.8 Seeding

Unless indicated otherwise in the Special Provisions, the Contractor shall seed all disturbed areas which includes newly excavated drain banks and leveled spoil (where specified) with the OPSS (MTO) Standard Roadside Seed Mix, consisting of 55% Creeping Red Fescue, 27% Kentucky Bluegrass, 15% Perennial Ryegrass and 3% White Clover, at an application rate of 100 kg/10,000 m<sup>2</sup>, plus a nurse crop of Fall Rye Grain or Winter Wheat Grain at an application rate of 60 kg/10,000 m<sup>2</sup>, at the end of each working day.

## 2.9 Temporary Sediment Controls

Unless otherwise specified, the Contractor shall install an approved sediment control measure at the downstream end of the open drain excavation and at any other locations specified. The Contractor shall remove any accumulated sediment at regular intervals or as directed by the Engineer. The Contractor shall then remove these temporary measures, and any accumulated sediment therein, after the new open drain has stabilized and only after authorized by the Engineer or the Drainage Superintendent.

## 2.10 Permanent Sediment/Stilling Basins

The Contractor shall construct and maintain sediment control or stilling basins as specified.

## 2.11 Rip-Rap and Non-woven Geotextile

**Rip-Rap** – The Contractor shall supply and install a 450 mm thickness of 150 mm to 300 mm (R-50) diameter quarry stone rip rap with filter cloth underlayment for culvert and pipe outlets. This will include areas of the existing bank where erosion or bank slumping has occurred, as directed on-site by the Engineer. For the area surrounding catchbasins, unless noted otherwise, the contractor shall supply and install a 300 mm thickness of 100 to 150 mm (R-10) diameter quarry stone rip-rap with filter cloth underlayment.

**Non-Woven Geotextile** - All geotextile used for tile wrapping under these specifications shall be non-woven Terrafix<sup>®</sup> 200R (or equivalent). All geotextile used under these specifications for heavy duty applications such as under rip-rap surrounding catchbasins, and at tile outlets into drains shall be non-woven Terrafix<sup>®</sup> 270R (or equivalent).



BURNSIDE

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## Appendix D

### Simmons-Hopkins Drain 1998 - Report

**NORTH BRANCH BIG CREEK DRAIN 1998  
SIMMONS-HOPKINS DRAIN 1998**

**TOWNSHIP OF NORWICH  
and  
TOWNSHIP OF BURFORD**

**Date: August 18, 1998**

**File No. 97115**

**K. SMART ASSOCIATES LIMITED  
Kitchener Englehart Sudbury**



**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS

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August 18, 1998

File No. 97115

**NORTH BRANCH, BIG CREEK DRAIN 1998**  
**SIMMONS-HOPKINS DRAIN 1998**

**Township of Norwich and Township of Burford**

**SUMMARY**

This report is prepared pursuant to Sections 4, 8, 76 and 78 of the Drainage Act, RSO 1990 as amended and in accordance with a Norwich Township Council resolution dated October 14, 1997. The resolution indicated that the Township of Norwich had received a petition for improved drainage for the North Branch Big Creek Drain in the north parts of Lots 2 and 3, Concession 1 (North Norwich) and that a report was required to address such. Subsequent investigation revealed that work would be required on the Simmons-Hopkins Drain and Norwich Township Council passed a further resolution to have an updated Schedule of Assessment prepared for future maintenance on the Simmons-Hopkins Drain.

The main objective of this report is to provide for improved drainage outlet for lands in the watershed of the North Branch Big Creek Drain in the north parts of Lots 1 to 4, Concession 9 (North Norwich) in the Township of Norwich.

This objective will be achieved by constructing a larger tile drain along the route of the existing North Branch Big Creek Drain from an outlet into the Simmons-Hopkins Drain on the north side of Beaconsfield Road in Lot 1, Concession 8 (East Oxford) and continuing southwesterly and westerly into Lot 3, Concession 8 and then northerly in Lot 3 to the north side of Beaconsfield Road.

In order to provide adequate outlet for the new North Branch Big Creek Drain it is necessary to clean out the Simmons-Hopkins Drain from the outlet into an existing watercourse in the south part of Lot 24, Concession 8, Burford Township upstream to the new tile outlet described above.

Since the cost of this cleanout will be assessed to all lands and roads in the Simmons-Hopkins Drain watershed, it was deemed to be an appropriate time to provide in this report a new Schedule of Assessment for Maintenance on the Simmons-Hopkins Drain.

A summary of the work proposed is as follows:

- 816m of ditch cleanout
- 25m of 750mm dia. solid plastic pipe for outlet across Beaconsfield Road
- 1756m of 675mm to 250mm dia. concrete tile
- 18m of 200mm dia. solid plastic pipe across Beaconsfield Road at head of drain
- 6 concrete catchbasins
- 2 concrete junction boxes
- Miscellaneous work such as clearing and grubbing, removing old catchbasins, connecting up old drain

The existing North Branch Big Creek Drain where parallel to the new drain shall remain to be maintained as part of the North Branch Big Creek Drain. The portion of the existing drain across Muir Line shall remain as Branch A. All other portions of the existing North Branch Big Creek Drain are abandoned of status under the Drainage Act.

The total estimated cost of the work is \$139,000

(\$128,850 in Norwich Township; \$10,150 in Burford Township).

The total length of the proposed drain construction is 2,615m (816m open; 1,799 closed).

The total drainage area affected is 661.9 ha (1,635 acres)

North Branch Big Creek Drain watershed is 152.3 ha (376 acres).

Schedule A shows the assessments of the total estimated cost for construction of the North Branch Big Creek Drain 1998 and the Simmons-Hopkins Drain 1998 and also indicates the net assessments after deducting grants and allowances where applicable. Schedules B-1 and B-2 contain the assessment schedules for future maintenance on the North Branch Big Creek Drain 1998 and the Simmons-Hopkins Drain 1998 respectively. Appendix A and B illustrate in tabular form the calculation of the assessments which are summarized in Schedule A and B respectively.

## **DRAINAGE HISTORY**

The North Branch of the Big Creek Drain was originally constructed as a ditch under a report of Henry Lawe, P.L.S. dated May 7, 1884. The ditch work started about 200' (61m) west of the Lot 3-4 property line in Concession 1, North Norwich and proceeded easterly to an outlet at the Concession 8-9 Road, Lot 24, in Burford Township.

In February 1894, a report was issued by F. J. Ure, which recommended that the ditch be extended further downstream or north of the Concession 8-9 Road in Burford. The ditch was then to be cleaned out to the centre of Lot 3, Concession 1 (North Norwich). Upstream of this point the owner was planning to replace the ditch with a tile drain.

The ditch in the Township of Burford was made part of the Simmons-Hopkins Drain in 1905, by a report of F. J. Ure, which extended the ditch upstream to the line between Lots 7 & 8 near the centre of Concession 8 (East-Oxford).

A report by F. J. Ure, in 1914 found the North Branch Big Creek Drain once again in poor condition and a tile drain was recommended from the east side of the Townline between North Norwich and Burford to 200 metres ± west of the line between Lots 3 and 4, Concession 1. Tile sizes varied from 125mm at the top end to 400mm in the lower portions. The 150mm tile portion was an incorporation of the tile installed as described in the 1894 report. The Simmons-Hopkins Drain was cleaned out from the Townline Road downstream.

The Simmons-Hopkins Drain was cleaned out again in 1966 pursuant to a report by H.M. Gibson, P. Eng, OLS. The work extended from the east limits of Lot 24, Concession 9, Burford to Lot 4, Concession 8, East Oxford. A 1968 report by H. M. Gibson, P. Eng. OLS, installed a new tile drain upstream to the line between Lots 8 and 9, Concession 8 and included a Branch A drain. Main Drain tile sizes varied from 525mm to 150mm. Branch A was 200mm tile.

Records in the Township file indicate that the Simmons-Hopkins Drain was cleaned out in Burford Township in 1980.

### **SITE MEETING**

On November 6, 1997, an on-site meeting was conducted. All landowners within the watershed of the North Branch Big Creek Drain were notified of the meeting, along with the Township of Norwich, the County of Oxford, the County of Brant, the Conservation Authority and the Ministry of Natural Resources. The following is a summary of the discussion at the on-site meeting:

#### **2847906 Canada Incorporated, N½ of Lot 1, Concession 1, Roll No. 030-020-113**

This property was not represented at the meeting. Doug Wilson, Township Drainage Superintendent indicated that he has had to do frequent repairs on the drain on this property mostly near the outlet. Doug noted that there is a catchbasin near the outlet where the drain enters the road allowance. The drain currently outlets through a steel pipe under the County Road. This farm was systematically tile drained last fall. The drainage system has headers alongside of the existing North Branch Drain, with at least four connections into the existing drain. Doug noted that there is also a catchbasin at the west limits of this property. The catchbasin is to east of the linefence a distance. The suggestion was made that consideration should be given to removing the existing tile near the outlet when installing the new drain as the existing drain is shallow and requires frequent repair.

Homeland Farms, Pt SPt of Lots 1 & 2, Concession 1, Roll No. 030-020-100

Leigh Cohoe represented this property. He indicated that this property was tiled in the 1960's with the easterly part outletting into an existing tile that goes south through the woodlot on the property to the north in Lot 1. Leigh is not certain where this tile drain finds its outlet. He is not having a problem with the drainage outletting into this old tile. The westerly part of the watershed outlets into a tile drain that was installed a number of years ago when tile drainage was done on the McClellan property. There also is no problem with the drainage in this area. Leigh did not see a need for a branch drain for his property. He was not certain on the number of acres that would drain south, but thought that the area shown on the 1914 drainage plan looked reasonable. Leigh did not feel that there would be a significant amount of surface drainage from the corner of the Lendvay property in the southeast part of Lot 1, Concession 1.

Helen Neville, NE¼ of Lot 1, Concession 1, Roll No. 030-020-114

Helen indicated that they have some tile drainage on their property done approximately twenty years ago and they do have a sketch of the tile drainage pattern. Helen's main concern is that the drainage in the North Branch Drain is very slow. They have considerable flooding and water ponding on their property after heavy run-off events and this water is very slow to drain away. It was noted that there have not been many repairs to the North Branch Drain on this property. Discussion indicated that consideration should be given to leaving the old tile in place on this property and to also consider an option for using the old tile for some of the upgrade capacity for the new drainage system. However, discussion also indicated that the cost saving would have to be significant in order to make the twin flow capacity option acceptable. The consensus seemed to be that the old drain should be left for reserve capacity and the new drain should be sized to provide a 5/8" Drainage Coefficient on its own. Helen noted that there is some drainage on the northeast part of their property which outlets into an old tile going into the property to the east. This old tile was to have been repaired by the Contractor who did the tiling on the property to the east. They will know better in the spring whether this drain is still functional. A branch drain did not seem to be necessary for this area, though it was suggested that it be investigated to see whether this area could reasonably be drained south to the North Branch Drain. In discussing the watershed, it was also noted that there is a small corner of the Neville property which may drain north to the Simmons-Hopkins Drain. The small lot severed out of this parcel was not represented at the meeting. The Nevilles' indicated that they were not aware of any drainage problems related to this lot, but felt that there was a tile drain from the house which drains easterly to the tile outlet described above.

Mary McLellan, NW¼ Lot 2, Concession 1, Roll No. 030-020-116

The McLellans' indicated that their concerns are similar to that of Neville in that the drainage in the North Branch Drain is very slow and that this tile is greatly undersized. They also get considerable flooding and surface water ponding on their property which is slow to drain away. There is a catchbasin at the east limits of their property just west of the linefence and they have seen water pond 2' over top of this catchbasin. There is some older random drainage on this property and they do have a map showing what the drainage pattern is. This drainage was done approximately fifteen years ago. The McLellans' are not aware that there has been any repairs made to the North Branch Drain on their property. The drain is fairly deep on their property. The McLellans' indicated that they would support retaining the old drain instead of having it removed. In reviewing the drainage area, it was noted that there was an area on the north part of the farm that appears to drain north across Beaconsfield Road.

A & B Cohoe, N pt Lot 3, Concession 1, Roll No. 030-020-117

Leigh Cohoe stated that land was tiled in 1980/81 with one of the outlets near the catchbasin in the field. There is an old 6" (150 mm) diameter tile from the north, into the catchbasin, which connects across Beaconsfield Road to a second catchbasin. He would like a new tile along this route made part of the North Branch Drain.

P. J. & G. Walker, N Pt 3, N½ 4, Concession 1, Roll No. 030-020-229

Glenn Walker represented this property. There are old random tiles on the property. In 1985 ± a section of the drain was relaid from the west limit to the old catchbasin. A new catchbasin was installed just upstream of the old for additional relief. He doesn't know of any other repairs on the property. He stated there may be a problem on the east linefence. Water boils out of the catchbasin on the Lot 3-4 Line. He thinks tile needs repair up to catchbasin in bush for sure, with a catchbasin at the line fence, a junction box on the branch. The tile should perhaps continue to the lot line catchbasin. The farm may be used for cash crops and will need tile drainage.

A. Chambers and S. Hughes, S Pt Lot 3, Concession 8, Roll No. 040-020-110

Angela Chambers noted that previous tiling on the property was to the north and was old.

Dusty Lane Farms Ltd. SE ¼ Lot 4, Concession 8, Roll No. 040-020-112

Ed Thompson represented property. He is planning on tiling but would mostly go north, some surface water does go east.

**SITE EXAMINATION AND SURVEY**

The route of the existing North Branch Big Creek Drain from the County Road to the Lot 3-4 line in Concession 1 was examined as well as the route for the existing drain north to Beaconsfield Road in Lot 3. An alternative outlet route which crossed Beaconsfield Road west of the County Road was also examined. The Simmons-Hopkins Drain was later

inspected from the portion along the north side of Beaconsfield Road in Lot 1, Concession 8, easterly and north to its outlet in Lot 24, Concession 8, Burford Township. A profile survey was done on all the proposed routes. The watershed of the North Branch Big Creek Drain was examined in Lots 1 to 4, Concession 1 (North Norwich) and Concession 8 (East Oxford).

#### **AREA REQUIRING DRAINAGE**

As a result of the on-site meeting and examination, the area requiring drainage was determined to be the north half of Lots 2 and 3, Concession 1. The petition complies with Section 4(1)(b) of the Drainage Act, RSO 1990 since the petition was signed by Helen Neville, owner of the NE¼ of Lot 2, Concession 1 and Leigh and Bonnie Cohoe, owners of the N¼ of Lot 3, Concession 1. These properties represent in excess of 60% of the area requiring drainage.

#### **WATERSHED DESCRIPTION**

The perimeter watershed for the lands and roads upstream of the County Road was established using the watershed outlined in the North Branch Big Creek Drain report of 1914 and the Simmons-Hopkins Drain reports of 1966 and 1968. Both watersheds were compared to other drains that have common watersheds, topographic maps and the North Branch watershed was field checked as noted above.

For the Simmons-Hopkins Drain, the historical watershed was used as amended by the Court of Revision on the 1968 report. The areas were not adjusted to adjacent drains. In the future, any report by an engineer on the Simmons-Hopkins Drain or adjacent drains, (Cassidy Drain, Donald Rush Drain, etc.) should examine the watershed to ensure areas reflect field conditions and changes due to systematic tile drainage, etc.

The North Branch Big Creek Drain watershed is primarily an agricultural watershed with most of the lands within the watershed under cultivation. The soil report for Oxford County identifies the soil type along the major portion of the tile drain as Perth Silt Loam. The edges of the watershed are Honeywood Silt Loam and Huron silt loams which have good internal drainage, and are smooth, moderately sloping. The Perth silt loam has imperfect drainage and is smooth gently sloping. The Drainage Guide for Ontario identifies all three soil types as having drainage problems relating to excess surface water and subsurface drainage is recommended to improve and maintain agricultural production. The silt loams should not present a construction problem.

## **DESIGN CONSIDERATIONS**

Tile drains are designed using an agricultural drainage design criteria referred to as the Drainage Coefficient Method which is outlined in the Drainage Guide for Ontario (OMAF Publication 29). To provide adequate outlet for subsurface drainage of agricultural lands, the outlet drain should provide a minimum ½" (12.5mm) drainage coefficient. For lands which also require an outlet for surface water, the Drainage Guide would recommend a 1" (25mm) drainage coefficient. During the site meeting, it was decided that a 5/8" (16mm) drainage coefficient would be used. The existing tile would be used as a header for field tile and also for reserve capacity. To replace the proposed tile, with a new tile designed for a 1" (25mm) drainage co-efficient, the main drain would increase by 1 to 2 tile sizes. (27" and 30" diameter)

The 1914 report had the main drain tile installed with a minimum of cover of between 20" (0.5m) and 4' (1.2m) and with a 0.09% grade. Today's standards are such that for a tile drain, 0.1% is the recommended minimum grade and cover should be 0.7 to 0.75m minimum. The new tile will accordingly be installed approximately 400 to 500m deeper and have a minimum 0.1% grade throughout.

In order to maintain a minimum cover of 0.8 to 1.0m and also to not have to install a larger pipe under Muir Line (County Road 22/129), the tile will outlet into the Simmons-Hopkins Drain on the north side of Beaconsfield Road approximately 180m upstream of the existing outlet. The grade for the new tile drain enters the Simmons-Hopkins Drain approximately 170mm (7") below the ditch bottom. To provide a minimum 0.2m freeboard for the tile outlet will require a cleanout of the Simmons-Hopkins Drain to an average depth of 400mm. The grade for the cleanout will be set at 0.1% and will match the channel bottom at the outlet into the existing watercourse in Lot 24, Concession 8, Burford. This proposed grade is slightly flatter than the 1966 design grade from the 9th Concession Road upstream. The proposed ditch grade is approximately 450mm above the invert of the large steel pipe under Muir Line.

## **Environmental Concerns**

The North Branch Big Creek Drain and the Simmons-Hopkins Drain are not believed to be associated with any environmentally significant areas. They are located within a prime agricultural area. The North Branch, Big Creek Drain is a tile drain and therefore will have little impact on erosion and sediment transport. In the Simmons-Hopkins Drain, it is proposed to do deepening but within the bottom only, where possible. A bank would only be reworked if necessary and would subsequently be seeded.

To protect against sediment transport, a temporary sediment trap is proposed in the downstream portion of the channel. The sediment trap is to be in place for the construction work and may remain for the 1 year warranty period. The Long Point Region Conservation Authority has been notified of both site meetings.

## **SECOND SITE MEETING**

On August 13, 1998, a second meeting was conducted with the affected owners to present the work proposed, cost estimates and preliminary assessments. As a result of the discussions at the meeting, it was determined that the work as outlined on the following section should be proceeded with. There were minor suggestions for work changes or improvements.

## **RECOMMENDED WORK**

The following work is recommended for the reconstruction of the North Branch Big Creek Drain and the repair of the Simmons-Hopkins Drain.

### **NORTH BRANCH BIG CREEK DRAIN**

#### **Beaconsfield Road**

- Install 25m of 750mm diameter solid plastic pipe, (Big O Boss 2000 or equivalent) across road by open cut. Install 10m<sup>2</sup> riprap protection on filter fabric at tile outlet

#### **2847906 Canada Inc. (Roll No. 030-020-113)**

- Install 57m of 675mm diameter concrete tile
- Construct 900 x 1500mm concrete junction box, existing tile connected on upstream
- Install 523m of 600mm diameter concrete tile to north of existing tile.
- Remove an existing catchbasin and connect tile.

#### **H. Neville (Roll No. 030-020-114)**

- Install 900 x 1200mm concrete catchbasin on east linefence with 400mm diameter solid plastic tubing cross-connection to existing tile.
- Install 298m of 600mm diameter concrete tile to north of existing tile.

#### **M. McLellan (Roll No. 030-020-116)**

- Install 900 x 1200mm concrete catchbasin on east linefence with 400mm diameter solid plastic tubing cross connection to existing tile. Remove existing catchbasin.
- Install 263m of 600mm diameter concrete tile to north of existing tile.

#### **P., J., & G. Walker (Roll No. 030-020-115)**

- Install 900 x 1200mm concrete ditch inlet catchbasin on east linefence
- Install 164m of 525mm diameter concrete tile to north of existing tile.
- Clear and grub along the route of the tile.
- Remove existing catchbasins and install 900 x 1200mm junction box on old tile with provision for future connections.
- Connect existing tile into and out of the new junction box using plastic tubing.
- Install 21m of 400mm diameter concrete tile north to north linefence.

A. & B. Cohoe (Roll No. 030-020-117)

- Install new 600 x 600mm concrete catchbasin on south linefence.
- Locate and connect 2 tile headers into catchbasin
- Install 129m of 350mm diameter concrete tile.
- Install 260m of 300mm diameter concrete tile.
- Install 101m of 250mm diameter concrete tile.
- Existing tile to be removed or broken up by new tile.

Beaconsfield Road

- Install 18m of 200mm diameter solid plastic pipe (Big O Boss 2000 or equivalent) across road by open cut.
- Install two (2) 600 x600mm concrete ditch inlet catchbasin with 20 metres of road ditch regrading.
- Remove existing catchbasin and connect existing tile to new catchbasin.

SIMMONS-HOPKINS DRAIN

Lola-May Farms Limited (Roll No. 1-338-01)

- Construct temporary sediment trap structure.
- 256 metres of brushing and ditch bottom cleanout.

9th Concession Road (Burford)

- Clean through concrete culvert

A & M Tune (Roll No. 1-421)

- 383m of ditch bottom cleanout

Note: There is a Union Gas pipeline that crosses the ditch on the east side of the County Road right-of-way.

Muir Line (Oxford County Road 22/Brant County Road 129)

- Clean through culvert as required

Lola-May Farm Limited (Roll No. 040-020-106)

- 159m. of brushing and ditch bottom cleanout

**CONSTRUCTION METHODS**

The concrete tile are recommended to be installed by a wheel trencher. All tile and pipe joints to be wrapped with filter fabric. Backhoe installation may be required if subsoil instability is encountered along the route of the concrete tile. Stripping and replacing of topsoil is required when using a backhoe. The ditch cleanout will be by hydraulic excavator equipped with a ditching bucket. Seeding will be done manually.

### **CONSTRUCTION SCHEDULING**

Construction cannot commence until after the statutory requirements of the Drainage Act have been satisfied. If there are no appeals, construction may commence approximately two months after the adoption of this report. Appeals under the procedures in the Drainage Act could result in a later starting date, as construction cannot commence until all appeals are settled. Once construction commences, if the work is proceeded with continuously, it should be completed in approximately fifteen to twenty working days. The engineer will periodically supervise the construction of the drain and may conduct at least two meetings with the contractor and the landowners affected by construction: at the commencement and completion of construction. The contract for construction of the drain will be awarded by public tender. Unless construction commencement and completion dates are requested prior to the tender call, the contractor will specify the starting and completion dates for construction in the tender.

### **PERMITS AND UNDERGROUND UTILITIES**

No permits should be required for the construction of the drain. The Contractor will be required to notify North Norwich Telephone and Union Gas in advance of any work on or adjacent to the Township and County Road right-of-ways so that all buried utilities can be located. If any owner knows of any other public or private underground utility in the vicinity of the proposed drain, they should make the engineer aware of such prior to construction.

### **PLAN**

The location of the North Branch Big Creek Drain and Simmons-Hopkins Drain and the affected properties are shown on Drawing No. 1 included with this report. The heavy solid line indicates the location of the proposed drains. The numbers adjacent to the lines are station numbers which indicate in metres the distance along the drain measured from the tile outlet for the North Branch and the outlet for the Simmons-Hopkins Drain. The heavy broken lines with shading indicate the approximate watershed boundaries for the drains. The plan also shows other existing drains, property boundaries, Township assessment roll numbers, property owners' names and hectares affected for each parcel.

### **PROFILES**

The profiles for the improvements to the North Branch Big Creek Drain and Simmons-Hopkins Drain are on Drawing No. 2. The profile shows the depth and grade of the proposed new tile and the bottom proposed for the ditch cleanout. The upper solid line represents the existing ground level. The lower heavy solid line (the grade line) indicates the proposed tile invert and ditch bottom. The numbers above the profile line for the existing ground indicate the depth to invert the bottom of the new drain measured in metres from the ground level at the survey stake to the proposed grade line.

**COST ESTIMATE**

The cost estimate of this project is outlined in the following section.

**Allowances**

Section 30 of the Drainage Act provides for the payment of allowances to landowners along the drain for damages caused to lands and crops by the construction of the drain. In this report the affected owners have been granted an allowance for the working area estimated to be affected. The allowance for damage to lands and crops was calculated at a rate of \$1,500 per hectare. Allowances were also allowed for access routes.

In accordance with Section 62(3) of the Drainage Act RSO 1990, the allowances shown may be deducted from the final assessment levied. Payment to the owner would only be made when the allowance is greater than the final assessment. The allowances are a fixed amount and are not adjusted at the conclusion of construction. Allowances can only be changed if the report is modified prior to adoption of the report by bylaw or in accordance with the paragraph in this report that deals with changing the scope of work after the bylaw is passed.

The allowances payable to the owners entitled thereto on this project are as follows:

<u>Con</u>	<u>Lot</u>	<u>Roll No.</u>	<u>Owner</u>	<u>Allowances</u>
<u>North Branch Big Creek Drain</u>				
1	1	030-020-113	2847096 Canada Inc.	\$ 1,750
1	NE¼ 2	030-020-114	H. Neville	1,200
1	NW¼ 2	030-020-116	M. McLellan	1,100
1	Pt 3	030-020-119	P., J. & G. Walker	550
1	N Pt 3	030-020-117	A. & B. Cohoe	1,300
8	S Pt 3	030-020-110	A. Chambers & S. Hughes	<u>50</u>
Sub Total				\$ 5,950
<u>Simmons-Hopkins Drain</u>				
<u>Burford</u>				
8	SPt24	1-328-01	Lola-May Farms Limited	\$ 650
9	NPt24	1-421	A. & M. Tune	1,000
<u>Norwich</u>				
8	SPt1	040-020-1076	Lola-May Farms Limited	<u>400</u>
Sub Total				\$ 2,050
<b>TOTAL ALLOWANCES:</b>				<b>\$ 8,000</b>

**Construction Cost Estimate**

The estimated cost for labour, equipment, and materials to construct the proposed drain is outlined in detail in the following section. The final cost of drain construction cannot be established until all of construction is completed. The contractor is to supply all labour, equipment and materials.

<u>Station</u>	<u>Item</u>	<u>Cost</u>
<b>NORTH BRANCH BIG CREEK DRAIN</b>		
130 to 155	- 25m of 750mm dia. solid plastic pipe (Big O Boss 2000 or equivalent) by open cut under Beaconsfield Road	\$ 3,500
	- 10m <sup>2</sup> riprap protection on filter fabric	300
155 to 212	- 57m of 675mm dia. concrete tile with filter wrapped joints	3,300
212	- 900 x 1500mm concrete junction box	1,200
	- Connect existing 400mm dia. tile, seal downstream portion of tile	100
212 to 735	- 523m of 600mm dia. concrete tile with filter wrapped joints	24,400
731	- Remove existing catchbasin and re-connect existing tile	100
735	- 900 x 1200mm concrete catchbasin	1,000
	- Cross-connection to existing tile with 400mm dia. solid plastic pipe using 400mm plastic tee on existing drain	400
735 to 1+033	- 298m of 600mm dia. concrete tile with filter wrapped joints	14,000
1+033	- 900 x 1200mm concrete catchbasin	1,000
	- Remove existing catchbasin and cross-connect to existing tile with 400mm dia. solid plastic pipe using 400mm plastic tee	400
1+033 to 1+296	- 263m of 600mm dia. concrete tile with filter wrapped joints	12,300
1+296	- 900 x 1200mm concrete ditch inlet catchbasin	1,000
1+296 to 1+460	- 164m of 525mm dia. concrete tile with filter wrapped joints	6,600
	- clearing and grubbing	600
1+460, 1+462	- Remove existing catchbasins	200
1+460	- 900 x 1200mm concrete junction box	800
	- Connect existing 300mm tile	100

000 to 021	- 21m of 400mm dia. concrete tile with filter wrapped joints	600
021	- 600 x 600mm concrete catchbasin	1,000
021 to 150	- 129m of 350mm concrete tile with filter wrapped joints	3,100
150 to 350	- 200m of 300mm dia. concrete tile with filter wrapped joints including removal of existing catchbasin	4,000
350 to 451	- 101m of 250mm dia. concrete tile with filter wrapped joints	1,700
451 to 469	- 18m of 200mm dia. solid plastic pipe (Big O Boss 2000 or equivalent) by open cut under Beaconsfield Road	1,700
451, 469	- 2 – 600 x 600mm concrete ditch inlet catchbasins including ditch regrading, tile connection upstream and removing existing catchbasin	<u>2,000</u>
<b>Sub Total North Branch Big Creek Drain:</b>		<b>\$ 85,400</b>

**SIMMONS-HOPKINS DRAIN**

010	- Rock check dam	\$ 300
000 to 256	- 256m of ditch bottom cleanout and clearing	1,200
256 to 276	- Clean through road culvert	200
276 to 659	- 383m of ditch bottom cleanout and clearing	1,200
659 to 686	- Clean through road culvert	200
686 to 842	- 156m of ditch bottom cleanout and clearing	<u>800</u>
<b>Sub Total Simunons-Hopkins Drain:</b>		<b>\$ 3,900</b>

Contingencies:

-	Tile connections	\$ 700
-	50m of tile on stone bedding in areas of soil instability	1,000
-	10m <sup>2</sup> of riprap	300
-	Lump sum allowance	<u>5,000</u>
<b>Sub Total Contingencies:</b>		<b>\$ 7,000</b>

<b>Sub Total Construction</b>	<b>\$ 96,300</b>
<b>Net GST (3%)</b>	<u><b>2,890</b></u>

**TOTAL CONSTRUCTION COST ESTIMATE: \$ 99,190**

**Engineering Cost Estimate**

Report Preparation

Set up file, prepare for & attend on-site meeting, site examination and survey, prepare plan & profile drawings, drain design, alternative cost estimates and assessments, prepare for and attend second site meeting, write report, complete drawings, print report and plans, attend consideration of report and court of revision

Total Report Preparation	\$ 17,000
Total for Future Maintenance Schedules	3,000

Construction Supervision

Prepare tender documents and tender call, review tenders, attend pre-construction meeting, periodic construction inspection, payments, final inspection, post-construction follow-up, and review grant application

Total Construction Supervision	\$ <u>8,000</u>
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Sub Total Engineering	\$ 28,000
Net GST (3%)	<u>840</u>

<b>TOTAL ENGINEERING COST ESTIMATE:</b>	<b>\$ 28,840</b>
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The cost for report preparation is usually not altered at the conclusion of a project unless the report is referred back or the report is appealed to the Drainage Tribunal. The estimate shown for construction supervision is based on past experience and assumes good construction conditions and a contractor who completes the construction in an efficient manner. The final cost for construction supervision will vary as per the actual time spent during the construction stage.

**Administration Cost Estimate**

The administration cost estimate is included to cover items listed in Section 73 of the Drainage Act as eligible drain costs. The main aspect of this cost estimate is to provide for financing until the project is completed. The interest estimate for this financing is based on a past record of interest charges and assumes that a project will be completed within one year of the report filing.

The administration cost estimate also includes for application to the Ontario Municipal Board for bylaw approval if such is required. The administration cost estimate does not cover legal expenses incurred by the Municipality or assessed to the Municipality should the project be appealed beyond the Court of Revision, though such costs if incurred, will form part of the final drain cost.

<b>TOTAL ADMINISTRATION COST ESTIMATE</b>	<b>\$ 2,970</b>
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### ESTIMATED COST SUMMARY

Allowances	\$ 8,000
Construction	99,190
Engineering	28,840
Administration	<u>2,970</u>
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 139,000</b>

### ASSESSMENTS

The Drainage Act requires that the total estimated cost be assessed to the affected lands and roads under the categories of Benefit (Section 22), Outlet Liability (Section 23), Injuring Liability (Section 23), Special Benefit (Section 24), and Special Assessment (Section 26). On this project Benefit, Outlet Liability, and Special Assessment are involved.

The method of calculating the assessments for this drain is illustrated in Appendix A which has been included with this report. Appendix A divides the drain into intervals. The estimated cost for each of these intervals is then determined. The first step in the assessment calculation is to apply benefit and special assessments, if applicable, to the affected lands and roads in each of the drain intervals. After deducting the total benefit and special assessments from the interval cost, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed. As noted, the hectares affected are adjusted prior to calculating the outlet liability. The basis for this adjustment is 1 hectare of cleared agricultural land contributing both surface and subsurface water to the drain. Areas which generate greater runoff such as paved roads, are increased by a factor of 3.0 and areas which generate lesser runoff such as woodlots are decreased by a factor of 0.5.

#### Benefit Assessments

#### NORTH BRANCH BIG CREEK

Oxford County Road 22, Brant County Road 129 - \$2,000

- \$1,000 each benefit by cut-off with new outlet across Beaconsfield Road

2847906 Canada Inc. (Roll No. 030-020-113) - \$19,000

- \$1,500 for improved direct drainage outlet
- \$17,500 for improved subsurface drainage and surface water control (580m x \$30/m)

H. Neville (Roll No. 030-020-114) - \$12,000

- \$3,000 for improved direct drainage outlet
- \$9,000 for improved subsurface drainage and surface water control (298m x \$30/m)

**M. McLellan (Roll No. 030-020-116) - \$11,000**

- \$3,000 for improved direct drainage outlet
- \$8,000 for improved subsurface drainage and surface water control (263m x \$30/m)

**P. J. & G. Walker (Roll No. 030-020-119) - \$7,000**

- \$3,000 for improved direct drainage outlet
- \$4,000 for improved subsurface drainage and surface water control (164m x \$25/m)

**A. & B. Cohoe (Roll No. 030-020-117) - \$9,500**

- \$3,000 for improved direct drainage outlet
- \$6,500 for improved subsurface drainage and surface water control (430m x \$15/m)

**Beaconsfield Road - \$2,000**

- \$2,000 for improved direct drainage outlet

**A. Chambers and S. Hughes (Roll No. 040-020-110) - \$1,000**

- \$1,000 for improved direct drainage outlet

**SIMMONS-HOPKINS DRAIN**

**Lola-May Farms Ltd. (Roll No. 1-338-01) - \$1,300**

- \$1,300 for improved drainage from ditch cleanout (256m x \$5/m)

**Burford 9th Concession Road - \$600**

- \$100 for improved drainage from ditch cleanout
- \$500 for cleanout through culvert

**A. & M. Tune (Roll No. 1-421) - \$1,900**

- \$1,900 for improved drainage from ditch cleanout (383m x \$5/m)

**Oxford Road 22 and Brant Road 129 - \$600**

- \$100 for improved drainage from ditch cleanout
- \$500 for cleanout through culvert

**Lola-May Farms Limited (Roll No. 040-020-106) - \$600 and Beaconsfield Road - \$200**

- \$800 for improved drainage from ditch cleanout

**Upstream lands North Branch Big Creek Drain - \$1,000**

- \$200 each for improved outlet provided for new drain

**Special Assessments**

In accordance with Section 26 of the Drainage Act, the Township of Norwich is assessed the increased costs of constructing the proposed North Branch Big Creek Drain across Beaconsfield Road. The final special assessment will be determined from the contract for construction and as described below. The equivalent drain cost for the Township Road crossings will be based on the tendered rate for the equivalent sized concrete pipe by the

length of plastic pipe. The cost for the work will be based on the tendered amount for the solid plastic pipe. Any additional costs identified by the Engineer will be added to the special assessment where appropriate. Net GST (3%) is added to the special assessments. The following table illustrates the calculation of the Special Assessments:

	Cost of Work (Estimate)	Less Equivalent Drain Cost	Plus Eng. Cost	Net GST (3%)	Special Assess. (Estimate)
<u>Work</u>					
25m of 750mm dia. pipe	3,500	1,450	1,000	90	3,140
18m of 250mm dia. pipe	1,700	300	1,000	70	2,470

If the Township elect to construct the works subject to the Special Assessments (this option is available) the special assessment shall be calculated with zero for cost of work. The special assessments will not apply for future maintenance.

Assessment Summary

The assessments against the affected lands and roads are summarized in Schedule A. Schedule A also illustrates the net assessment to each owner after grants and allowances are deducted. This schedule will be used to assess the final cost of the drain which may vary, depending on final construction and engineering costs. Net assessments may vary depending on the availability of grants. In Schedule A, each parcel of land assessed has been identified by the Assessment Roll Number for the Townships of Norwich and Burford at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. For convenience only, each parcel is further identified by the owner's name from the last revised assessment roll. Final assessments are not levied until after the work is certified complete by the engineer. The final assessments will thus be levied to the owner of the identified parcel at the time that the final cost is levied.

**MAINTENANCE**

The North Branch Big Creek Drain as constructed by this report including the 1914 drain parallel to the new drain shall be maintained by the Township of Norwich with maintenance cost assessed to the upstream lands and roads prorata with the assessments in Schedule B-1.

Branch A of the North Branch Big Creek Drain shall consist of the 1.2m diameter concrete ditch inlet manhole and the 600mm dia. CSP road crossing and outlet with riprap protection. Future maintenance cost shall be assessed 25% to Roll # 030-020-113; 25% to Beaconsfield Road; 25% to Oxford County; 25% to Brant County.

The Simmons-Hopkins Drain from the new outlet of the North Branch Big Creek Drain downstream to its original outlet shall be maintained at the grade as per this report. Upstream of the outlet, the Simmons-Hopkins Drain shall be maintained as set out in the

Simmons-Hopkins Drain report of June 23, 1966 by H. M. Gibson, P.Eng., OLS, of Skelton, Gibson and Associates. Both the tile and open portion of the drain shall be assessed as set out in the maintenance Schedule B-2 of this report.

Schedules B-1 and B-2 are divided into columns to reflect the different portions of drain upon which maintenance work may be undertaken and to help identify which lands and roads are upstream of these drain portions. The dollars in the maintenance schedules are not amounts to pay but are included to establish percentages for future maintenance.

All parties affected by the North Branch Big Creek Drain and the Simmons-Hopkins Drains are encouraged to periodically inspect the drain once constructed and report any visible or suspected problems to the Townships of Norwich or Burford. Repeated inspection and maintenance of the drains should allow the drains to provide a service for many years. Each owner must provide an access route to the drains for access by the Townships to undertake necessary repair or maintenance. As well, a right-of-way along the drain routes equal to the working area described on the drawings with this report, is also to be available for future maintenance.

#### Culverts on Simmons-Hopkins

If a new crossing is required on one of the following parcels, it shall be at least the recommended size or equivalent end area (based on the 1966 report as detailed below). The cost shall be assessed with 50% to the property where the crossing is located and the remaining 50% to be prorated using the 2nd column of Appendix B-2, "Main Drain, Downstream of Tile Outlet", excluding the assessment to the affected parcel and any downstream parcels

#### Recommended Culvert Sizes

##### Township of Burford

Con	Lot	Roll Number	Owner	Culvert Size
8	24	1-338-01	Lola-May Farms Ltd.	2700mm of CSP
9	24	1-421	A & M Tune	2400mm of CSP

##### Township of Norwich

8	S Pt 1	040-020-106	Lola-May Farms Ltd.	2200mm of CSP
8	S Pt 2	040-020-109	H. Neville	2200mm of CSP
8	S Pt 4	040-020-112	Dusty Lane Farms Ltd.	1800mm of CSP

#### **ABANDONED DRAINS**

The North Branch Big Creek Drain tile from 1914 is to be considered abandoned from the junction box at Station 212 to the ditch inlet manhole at the County Road and upstream from the junction box at Station 1+460.

#### **GRANTS**

In accordance with the provisions of Section 85 of the Drainage Act, a grant not exceeding 1/3 may be available on the assessments against privately owned parcels of land which are used for agricultural purposes. On the North Branch Big Creek Drain 1998 all of the lands except for two lots are considered eligible for the grant. On the Simmons-

Hopkins Drain, there are several non-agricultural lots denoted with an asterisk on the Schedules. Section 88 of the Drainage Act directs the Township of Norwich to make applications for this grant upon certification of completion of the drain provided for in this report. The Township will then deduct the grant from the assessment prior to collecting the final assessment. In accordance with Section 85 of the Drainage Act, a grant not exceeding 1/3 may also be available in the future on the assessment against privately owned parcels of land used for agriculture for maintenance or repair of the North Branch Big Creek or Simmons-Hopkins Drains if done on the recommendation and supervision of the Township Drainage Superintendent.

**CHANGES TO DRAIN AFTER BYLAW IS PASSED AND BEFORE COST IS LEVIED**  
Should changes, deletions or extensions to the drain proposed in this report be requested or required after the bylaw is passed and the contract is awarded, there may be some difficulty in attending to such. Since this drain is to be constructed in accordance with a Bylaw of Norwich Township, changes to the drain cannot be undertaken without a change to the bylaw. An exception would be minor changes which are approved by the Engineer and the Township in accordance with Section E.7 of the General Conditions in the report and can be accommodated generally within 10% of the construction estimate. The above statement does not apply to the items listed in the contingency allowance section of the cost estimate which may exceed the quantities listed and may cause the cost to increase beyond 10% of the construction estimate. The cost of minor changes to the drain and increased cost from the contingency items may be prorated against some or all assessments as directed in this report.

If it is desired to make a substantial addition or deletion to the drain proposed in this report, it will be necessary that a revised report be prepared and processed through the Drainage Act, or an application to the Ontario Drainage Tribunal would be required under the Drainage Act to obtain approval for any modification.

If any individual or group of owners require additional work on the proposed drain and are prepared to pay for such, they may make their own arrangements with the Contractor to have such work constructed. The Engineer should pre-approve such additions. Even so, the work added would not form part of the drain for the purpose of future maintenance.

All of which is respectfully submitted.

K. SMART ASSOCIATES LIMITED



John Kuntze, P. Eng.  
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SCHEDULE A - SCHEDULE OF ASSESSMENTS  
 NORTH BRANCH BIG CREEK DRAIN 1998 and SIMMONS-HOPKINS DRAIN 1998  
 Township of Norwich and Township of Burford

Con. Lot	Roll No.	Owner	MAIN DRAIN				SIMMONS-HOPKINS DRAIN				Grand Total	1/3 Grant	Allow-ances	NET
			Approx. Affected	Benefit	Outlet	Total	Approx. Affected	Benefit	Outlet	Total				
<b>North Norwich (030-020)</b>														
1 SE Pt 1	-095	D. Lendrey	0.6		78	78	0.6		7	7	85	28	0	57
1 SW Pt 1	-095-10	Hunsland Farms Ltd.	4.7		815	615	4.7		39	39	654	218	0	436
1 Pt 2.6	-100	Hunsland Farms Ltd.	5.1		947	947	43.4		447	447	1,394	465	0	929
1 Pt N1/27	-107	C. Sanders	-		0	0	2.0		11	11	11	4	0	7
1 N Pt 1	-113	2847906 Canada Inc.	25.9	19,000	2,945	21,945	29.2	200	274	474	22,419	7,473	1,750	13,196
1 NE 1/4 2	-114	H. Neville	19.8	12,000	4,216	16,216	19.8	200	208	408	16,624	5,541	1,200	9,883
* 1 Pt NE 1/4 2	-115	W. & J. Remy	0.4		104	104	0.4		8	8	112	0	0	112
1 NW 1/4 2	-116	M. McLeellan	20.2	11,000	8,764	17,764	20.2	200	213	413	18,177	6,059	1,100	11,018
1 N Pt 3	-117	A. & B. Cohoe	20.2	12,000	10,857	22,857	20.2	200	213	413	23,270	7,757	1,300	14,213
* 1 Pt N1/2 4	-118	R. Hoekstra	0.2		214	214	0.2		5	5	219	0	0	219
1 Pt N1/2 3 & 4	-119	P., J., & G. Walker	39.7	7,000	16,454	23,454	39.7	200	418	618	24,072	8,024	550	15,498
* 1 Pt N Pt 5	-121	R. Lees & L. Coughlin	-		0	0	0.4		8	8	8	0	0	8
* 1 Pt N Pt 6	-122	B. & J. Shingland	-		0	0	1.6		17	17	17	0	0	17
1 Pt N Pt 6 & 7	-124	A. & J. Veldhuizen	-		0	0	31.2		309	309	309	103	0	206
* 1 Pt N Pt 7	-125	B. Veldhuizen	-		0	0	0.7		8	8	8	0	0	8
* 1 Pt N Pt 7	-126	R. & K. Van Willigen	-		0	0	0.4		8	8	8	0	0	8
* 1 Pt N Pt 7	-127	J. & S. Lighthouse	-		0	0	0.4		8	8	8	0	0	8
* 1 Pt N Pt 8	-130	D. & L. Rolson	-		0	0	0.4		3	3	3	0	0	3
* 1 Pt N Pt 8	-131	J. & N. Bennett	-		0	0	0.7		8	8	8	0	0	8
1 Pt N Pt 8	-132	D. & G. Avey	-		0	0	1.6		17	17	17	6	0	11
<b>(East Oxford) (040-020)</b>														
8 N Pt 9	-089	H. & M. Vanderweerd	-		0	0	2.1		11	11	11	4	0	7
8 N Pt 8	-090	L. & M. Warboys	-		0	0	6.1		65	65	65	22	0	43
8 N Pt 7	-091	A. & A. Farms Ltd.	-		0	0	5.3		56	56	56	19	0	37
8 N Pt 6	-093	L. & M. Warboys	-		0	0	6.1		60	60	60	20	0	40
8 Pt N Pt 4	-096	E. Meas et al	-		0	0	1.8		9	9	9	3	0	6
8 Pt N Pt 4	-100	W. & B. Dakin	-		0	0	4.0		42	42	42	14	0	28
8 N Pt 3	-102	K. & C. McLeellan	-		0	0	0.2		2	2	2	1	0	1
8 N Pt 2	-104-01	Lola-Mey Farms Limited	-		0	0	11.7		123	123	123	41	0	82
8 N Pt 2	-105	A. & A. Farms Ltd.	-		0	0	4.9		52	52	52	17	0	35
8 S Pt 1	-106	Lola-Mey Farms Limited	-		0	0	29.9	600	304	904	904	301	400	203
* 8 S Pt 1	-108	R. & D. Roseheart	-		0	0	0.7		8	8	8	0	0	8
8 S Pt 2	-109	H. Neville	-		0	0	30.4		320	320	320	107	0	213
8 S Pt 3	-110	A. Chamber & S. Hughes	6.7	1,000	3,777	4,777	23.1		243	243	5,020	1,673	50	3,297
8 S Pt 3	-111	R. Thompson	-		0	0	19.5		206	206	206	69	0	137
8 S Pt 4	-112	Dusty Lane Farms Ltd.	4.9		2,764	2,764	25.2		255	255	3,019	1,006	0	2,013
8 S Pt 4 & 5	-114	G. & L. Buckral	-		0	0	46.3		468	468	468	156	0	312
8 W Pt 5	-114-01	D. & D. Avey	-		0	0	20.0		211	211	211	70	0	141
8 S Pt 6	-115	A. & V. Westra	-		0	0	19.8		207	207	207	69	0	138
8 S W Pt 6	-116	W. Bates	-		0	0	38.4		379	379	379	126	0	253
8 S Pt 7	-117	D. Wills	-		0	0	33.6		356	356	356	119	0	237
8 S W Pt 7	-118	P. & A. Wilson	-		0	0	33.6		356	356	356	119	0	237
8 S Pt 8	-119	B. & J. Droogers Farm Ltd.	-		0	0	26.7		281	281	281	94	0	187
8 S W Pt 8	-120	L., M., & G. Warboys	-		0	0	10.1		105	105	105	35	0	70
8 S Pt 9	-121	1032281 Ontario Ltd.	-		0	0	4.0		40	40	40	13	0	27
<b>Total Assessments on Lands:</b>			<b>148.4</b>	<b>62,000</b>	<b>49,735</b>	<b>111,735</b>	<b>621.1</b>	<b>1,600</b>	<b>6,386</b>	<b>7,986</b>	<b>119,721</b>	<b>39,775</b>	<b>6,350</b>	<b>73,596</b>
<b>Oxford Road 14</b>			-		0	0	3.2		101	101	101	0	0	101
<b>1/2 Mur Line (Rd 22)</b>			-	1,000	0	1,000	0.7	300	18	318	1,318	0	0	1,318
<b>Vandecar Line</b>			0.5		733	733	1.8		48	48	781	0	0	781
<b>Beaconsfield Road</b>			3.4	2,000	3,762	5,762	7.7	200	203	403	6,156	0	0	6,156
<b>Special Assessment to Beaconsfield Road</b>			-	5,610	0	5,610	-	0	0	0	5,610	0	0	5,610
<b>Total Assessments on Roads:</b>			<b>3.9</b>	<b>8,610</b>	<b>4,485</b>	<b>13,095</b>	<b>13.4</b>	<b>500</b>	<b>370</b>	<b>870</b>	<b>13,965</b>	<b>0</b>	<b>0</b>	<b>13,965</b>
<b>Total Assessments Norwich Township:</b>			<b>152.3</b>	<b>70,610</b>	<b>54,220</b>	<b>124,830</b>	<b>634.5</b>	<b>2,100</b>	<b>6,756</b>	<b>8,856</b>	<b>133,686</b>	<b>39,775</b>	<b>6,350</b>	<b>87,561</b>
<b>Burford Township (010-)</b>														
8 S Pt 24	- 338-01	Lola-Mey Farms Limited	-		0	0	7.0	1,300	42	1,342	1,342	447	850	245
9 S Pt 24	- 421	A. & M. Ture	-		0	0	18.6	1,900	137	2,037	2,037	679	1,000	358
<b>Total Assessments on Lands:</b>			<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25.6</b>	<b>3,200</b>	<b>179</b>	<b>3,379</b>	<b>3,379</b>	<b>1,126</b>	<b>1,850</b>	<b>603</b>
<b>1/2 Mur Line (Rd 129)</b>			-	1,000	0	1,000	0.7	300	18	318	1,318	0	0	1,318
<b>9th Concession Rd</b>			-	0	0	0	1.1	600	17	617	617	0	0	617
<b>Total Assessments on Roads:</b>			<b>0</b>	<b>1,000</b>	<b>0</b>	<b>1,000</b>	<b>1.8</b>	<b>900</b>	<b>35</b>	<b>935</b>	<b>1,935</b>	<b>0</b>	<b>0</b>	<b>1,935</b>
<b>Total Assessments Burford Township:</b>			<b>0.0</b>	<b>1,000</b>	<b>0</b>	<b>1,000</b>	<b>27.4</b>	<b>4,100</b>	<b>214</b>	<b>4,314</b>	<b>5,314</b>	<b>1,126</b>	<b>1,650</b>	<b>2,538</b>
<b>TOTAL ON NORTH BR. BIG CREEK DRAIN 1998 &amp; SIMMONS-HOPKINS DRAIN 1998:</b>			<b>152.3</b>	<b>71,610</b>	<b>54,220</b>	<b>125,830</b>	<b>661.9</b>	<b>6,200</b>	<b>6,970</b>	<b>13,170</b>	<b>139,000</b>	<b>40,901</b>	<b>8,000</b>	<b>90,099</b>

Notes:

- All of the above lands are classified as agricultural, except those so noted with an asterisk (\*).
- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township. For convenience only, the owner's name as shown by the last revised assessment roll, has also been included.
- Amount(s) enclosed in brackets ( ) would be paid to the respective owner(s).

SCHEDULE B-1 - SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE  
NORTH BRANCH BIG CREEK DRAIN 1998 - Township of Norwich

Con	Lot	Roll No.	Owner	130 to 155 (Beaconsfield Road)	155 to 735 (2847906 Ont Inc.)	735 to 1+033 (Neville)	1+033 to 1+296 (McLellan)	1+296 to 1+460 (Walker)	000 to 021 (Walker/ Cohoe)	451 to 471 (Beaconsfield Road)
		(030-020)								
	1 SE Pt 1	-095	D. Landray	2	76	0	0	0	0	0
	1 SW Pt1	-095-10	Homeland Farms Ltd.	13	468	134	0	0	0	0
	1 Pt 2-6	-100	Homeland Farms Ltd.	14	519	323	91	0	0	0
	1 Pt N1/2 7	-107	C. Slenders	0	0	0	0	0	0	0
	1 N Pt 1	-113	2847906 Canada Inc.	72	12,121	252	0	0	0	0
	1 NE 1/4 2	-114	H. Neville	69	3,706	6,277	45	36	83	0
*	1 Pt NE 1/4 2	-115	W. & J. Ramey	3	101	0	0	0	0	0
	1 NW 1/4 2	-116	M. McLellan	70	2,808	2,341	6,330	216	499	0
	1 N Pt 3	-117	A. & B. Cohoe	70	2,808	1,841	2,080	1,951	8,107	0
*	1 Pt N1/2 4	-118	R. Hoelstra	1	51	31	36	29	66	0
	1 Pt N1/2 3 & 4	-119	P., J., & G. Walker	138	5,277	3,376	4,098	5,353	1,712	0
*	1 Pt N Pt 5	-121	R. Lees & L. Coughlin	0	0	0	0	0	0	0
*	1 Pt N Pt 6	-122	B. & J. Slingerland	0	0	0	0	0	0	0
	1 Pt N Pt 6 & 7	-124	A. & J. Veldhuizen	0	0	0	0	0	0	0
*	1 Pt N Pt 7	-125	B. Veldhuizen	0	0	0	0	0	0	0
*	1 Pt N Pt 7	-126	R. & K. Van Willigen	0	0	0	0	0	0	0
*	1 Pt N Pt 7	-127	J. & S. Ughtheart	0	0	0	0	0	0	0
*	1 Pt N Pt 8	-130	D. & L. Rolason	0	0	0	0	0	0	0
*	1 Pt N Pt 8	-131	J. & N. Bennett	0	0	0	0	0	0	0
	1 Pt N Pt 8	-132	D. & G. Avey	0	0	0	0	0	0	0
	(East Oxford)	(040-020)								
	8 N Pt 9	-089	H. & M. Vanderweerd	0	0	0	0	0	0	0
	8 N Pt 8	-090	L. & M. Werboys	0	0	0	0	0	0	0
	8 N Pt 7	-091	A. & A. Farms Ltd.	0	0	0	0	0	0	0
	8 N Pt 6	-093	L. & M. Werboys	0	0	0	0	0	0	0
	8 Pt N Pt 4	-096	E. Maas et al	0	0	0	0	0	0	0
	8 Pt N Pt 4	-100	W. & B. Dakin	0	0	0	0	0	0	0
	8 N Pt 3	-102	K. & C. McLellan	0	0	0	0	0	0	0
	8 N Pt 2	-104-01	Lois-May Farms Limited	0	0	0	0	0	0	0
	8 N Pt 2	-105	A. & A. Farms Ltd.	0	0	0	0	0	0	0
	8 SP1 1	-106	Lois-May Farms Limited	0	0	0	0	0	0	0
*	8 SP1 1	-108	R. & D. Roseheart	0	0	0	0	0	0	0
	8 SP1 2	-109	H. Neville	0	0	0	0	0	0	0
	8 SP1 3	-110	A. Chamber & S. Hughes	23	848	527	607	481	1,363	428
	8 SP1 3	-111	R. Thompson	0	0	0	0	0	0	0
	8 SP1 4	-112	Dusty Lane Farms Ltd.	17	620	386	444	352	814	131
	8 SPts 4 & 5	-114	G. & L. Buckrell	0	0	0	0	0	0	0
	8 WP1 5	-114-01	D. & D. Avey	0	0	0	0	0	0	0
	8 SE Pt 6	-115	A. & V. Weetra	0	0	0	0	0	0	0
	8 SW Pt 6	-116	W. Bates	0	0	0	0	0	0	0
	8 SE Pt 7	-117	D. Wills	0	0	0	0	0	0	0
	8 SW Pt 7	-118	P. & A. Wilson	0	0	0	0	0	0	0
	8 SE Pt 8	-119	B. & J. Droogers Farm Ltd.	0	0	0	0	0	0	0
	8 SW Pt 8	-120	L., M., & G. Warboys	0	0	0	0	0	0	0
	8 SE Pt 9	-121	1032281 Ontario Ltd.	0	0	0	0	0	0	0
Total Assessments on Lands:				492	29,403	15,488	13,731	8,418	12,644	559
Oxford Road 14 County of Oxford				0	0	0	0	0	0	0
1/2 Muir Line (Rd 22) County of Oxford				0	0	0	0	0	0	0
Vandecar Line Township of Norwich				4	165	102	118	93	216	35
Beaconsfield Road Township of Norwich				529	862	535	616	739	1,380	591
Total Assessments on Roads:				533	1,027	637	734	832	1,596	626
<b>TOTAL NORTH BRANCH BIG CREEK DRAIN 1998</b>				<b>1,025</b>	<b>30,430</b>	<b>16,125</b>	<b>14,465</b>	<b>9,250</b>	<b>14,240</b>	<b>1,185</b>

Notes:

1. All of the above lands are classified as agricultural, except those as noted with an asterisk (\*).

Page 21

SCHEDULE B-2 - SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE  
SIMMONS-HOPKINS DRAIN 1998 - Township of Norwich and Township of Burford

Con	Lot	Roll No.	Owner	MAIN DRAIN (OPEN)			MAIN DRAIN (TILE)			BRANCH A
				000 to 686	686 to 842	842 to Tile outlet	Tile Outlet to Walker Dr	Walker Dr. Branch A	Upstream of Branch A	
Township of Norwich										
(North Norwich) (030-020)										
1	SE Pt 1	-095	D. Landray	6	1	0	0	0	0	0
1	SW Pt 1	-095-10	Homeland Farms Ltd.	32	7	0	0	0	0	0
1	Pt 2-6	-100	Homeland Farms Ltd.	368	81	861	0	0	0	0
1	Pt N1/2 7	-107	C. Slenders	9	2	22	61	0	0	0
1	N Pt 1	-113	2847906 Canada Inc.	224	50	0	0	0	0	0
1	NE 1/4 2	-114	H. Neville	170	39	0	0	0	0	0
* 1	Pt NE 1/4 2	-115	W. & J. Ramey	6	2	0	0	0	0	0
1	NW 1/4 2	-116	M. McLellan	174	39	0	0	0	0	0
1	N Pt 3	-117	A. & B. Cohoe	174	39	0	0	0	0	0
* 1	Pt N1/2 4	-118	R. Hoekstra	4	1	0	0	0	0	0
1	Pt N1/2 3 & 4	-119	P. J. & G. Walker	342	76	0	0	0	0	0
* 1	Pt N Pt 5	-121	R. Lees & L. Coughlin	6	2	18	49	0	0	0
* 1	Pt N Pt 6	-122	B. & J. Slingerland	14	3	35	98	0	0	0
1	Pt N Pt 6 & 7	-124	A. & J. Veldhuizen	253	56	645	1,796	0	0	0
* 1	Pt N Pt 7	-125	B. Veldhuizen	6	2	15	43	0	0	0
* 1	Pt N Pt 7	-126	R. & K. Van Willigen	6	2	18	49	0	0	0
* 1	Pt N Pt 7	-127	J. & S. Ligthheart	6	2	18	49	0	0	0
* 1	Pt N Pt 8	-130	D. & L. Roloson	2	1	18	49	0	0	0
* 1	Pt N Pt 8	-131	J. & N. Bennett	6	2	15	43	0	0	0
1	Pt N Pt 8	-132	D. & G. Avey	14	3	35	98	0	0	0
(East Oxford) (040-020)										
8	N Pt 9	-069	H. & M. Vanderweerd	9	2	22	61	95	216	0
8	N Pt 8	-060	L. & M. Warboys	53	12	134	373	581	1,319	0
8	N Pt 7	-061	A. & A. Farms Ltd.	46	10	116	324	505	0	0
8	N Pt 6	-063	L. & M. Warboys	49	11	123	343	534	0	0
8	Pt N Pt 4	-066	E. Mass et al	7	2	18	49	0	0	0
8	Pt N Pt 4	-100	W. & B. Dekin	34	8	88	245	0	0	0
8	N Pt 3	-102	K. & C. McLellan	2	0	4	12	0	0	0
8	N Pt 2	-104-01	Lola-May Farms Limited	101	22	257	0	0	0	0
8	N Pt 2	-105	A. & A. Farms Ltd.	43	9	106	0	0	0	0
8	S Pt 1	-106	Lola-May Farms Limited	257	347	1,539	0	0	0	0
* 8	S Pt 1	-108	R. & D. Roseheart	6	0	0	0	0	0	0
8	S Pt 2	-109	H. Neville	262	58	2,367	0	0	0	0
8	S Pt 3	-110	A. Chamber & S. Hughes	199	44	960	0	0	0	0
8	S Pt 3	-111	R. Thompson	169	37	1,328	0	0	0	0
8	S Pt 4	-112	Dusty Lane Farms Ltd.	209	46	1,223	226	0	0	185
8	S Pts 4 & 5	-114	G. & L. Buckrell	383	85	972	9,060	667	0	0
8	W Pt 5	-114-01	D. & D. Avey	173	38	439	4,374	1,334	0	0
8	SE Pt 6	-115	A. & V. Westra	169	36	430	1,199	3,382	0	0
8	SW Pt 6	-116	W. Bates	310	69	790	2,203	6,511	0	0
8	SE Pt 7	-117	D. Willis	290	66	737	2,056	5,711	0	185
8	SW Pt 7	-118	P. & A. Wilson	290	66	737	2,056	4,152	3,033	1,629
8	SE Pt 8	-119	B. & J. Droogers Farm Ltd.	230	51	566	1,634	2,544	5,369	262
8	SW Pt 8	-120	L. M., & G Warboys	86	19	217	606	943	3,191	24
8	SE Pt 8	-121	1032281 Ontario Ltd.	33	7	83	233	362	622	0
Total Assessments on Lands:				5,230	1,456	14,978	27,361	27,321	13,950	2,100
Oxford Road 14				83	18	211	587	929	0	0
1/2 Muir Line (Rd 22)				318	0	0	0	0	0	0
Vandecar Line				39	9	170	153	0	0	0
Beaconsfield Road				166	237	241	569	0	0	0
Total Assessments on Roads:				606	264	622	1,309	929	0	0
Total Assessments Township of Norwich				5,836	1,720	15,600	28,700	28,250	13,950	2,100
Township of Burford										
8	S Pt 24	-338-01	Lola-May Farms Limited	1,342	0	0	0	0	0	0
8	S Pt 24	-421	A. & M. Tune	2,037	0	0	0	0	0	0
Total Assessments on Lands:				3,379	0	0	0	0	0	0
1/2 Muir Line (Rd 129)				318	0	0	0	0	0	0
9th Concession Rd				617	0	0	0	0	0	0
Total Assessments on Roads:				935	0	0	0	0	0	0
Total Assessments Township of Burford:				4,314	0	0	0	0	0	0
TOTAL SIMMONS-HOPKINS DRAIN 1998				10,150	1,720	15,600	28,700	28,250	13,950	2,100

Notes:

1. All of the above lands are classified as agricultural, except those as noted with an asterisk (\*\*)



APPENDIX B - CALCULATION OF ASSESSMENTS FOR FUTURE MAINTENANCE  
SIMMONS-HOPKINS DRAIN  
Townships of Norwich

INTERVAL				Main Drain 842 to Tile Outlet		Main Drain Tile Outlet to Walker Drain		Main Drain Walker Drain to Branch A		Main Drain Upstream of Branch A		Branch A			
Cost Estimate				20,700		38,200		37,600		18,600		2,800			
<b>BENEFIT ASSESSMENTS</b>		Roll No.													
(East Oxford Township)		040-020													
Lola-May Farms Limited		-105		2,200											
H. Neville		-109		3,400											
A. Chambers & S. Hughes		-110		1,200											
R. Thompson		-111		1,800											
Dusty Lane Farms Ltd.		-112		1,600											
G. & L. Buckrell		-114				12,700									
D. & D. Avey		-114-01				6,300									
A. & V. Westra		-115						4,000							
W. Bates		-116						7,400							
D. Wills		-117						5,400							
P. & A. Wilson		-118						1,900		3,600		1,400			
B. & J. Droogers Farm Ltd.		-119								3,600					
L., M., & G. Warboys		-120								2,100					
Vandecar Line				100											
Oxford County Road 14								300							
<b>TOTAL BENEFITS &amp; SPECIALS</b>				10,300		19,000		19,000		9,300		1,400			
<b>OUTLET ASSESSMENTS</b>				10,400		19,200		18,600		9,300		1,400			
Ha. Into Interval				474		313.8		195.2		43.0		28.8			
Outlet Rate/Ha.				21.94		61.19		95.29		216.28		48.61			
Owner		Roll No.		Total ha Affected		Total ha Adjusted		Ha		\$		Ha		\$	
(North Norwich)		(030-020)													
D. Lendvay		-095		0.6		0.6		0		0		0		0	
Homeland Farms Ltd.		-095-10		4.7		3.7		0		0		0		0	
Homeland Farms Ltd.		-100		43.4		42.4		39.3		861		0		0	
C. Slenders		-107		2.0		1.0		1.0		22		1.0		61	
2647906 Canada Inc.		-113		29.2		25.2		0		0		0		0	
H. Neville		-114		19.8		19.8		0		0		0		0	
W. & J. Ramey		-115		0.4		0.8		0		0		0		0	
M. McLellan		-116		20.2		20.2		0		0		0		0	
A. & B. Cohoe		-117		20.2		20.2		0		0		0		0	
R. Hoekstra		-118		0.2		0.4		0		0		0		0	
P., J., & G. Walker		-119		39.7		38.5		0.0		0		0.0		0	
R. Lees & L. Coughlin		-121		0.4		0.8		0.8		18		0.8		49	
B. & J. Slingerland		-122		1.6		1.6		1.6		35		1.6		98	
A. & J. Veldhuizen		-124		31.2		29.4		29.4		645		29.4		1,798	
B. Veldhuizen		-125		0.7		0.7		0.7		15		0.7		43	
R. & K. Van Willigen		-126		0.4		0.8		0.8		18		0.8		49	
J. & S. Lighthouse		-127		0.4		0.8		0.8		18		0.8		49	
D. & L. Roloson		-130		0.4		0.8		0.8		18		0.8		49	
J. & N. Bennett		-131		0.7		0.7		0.7		15		0.7		43	
D. & G. Avey		-132		1.6		1.6		1.6		35		1.6		98	
(040-020)															
H. & M. Vanderweerd		-089		2.1		1.0		1.0		22		1.0		61	
L. & M. Warboys		-090		6.1		6.1		6.1		134		6.1		373	
A. & A. Farms Ltd.		-091		5.3		5.3		5.3		116		5.3		324	
L. & M. Warboys		-093		6.1		5.6		5.6		123		5.6		343	
E. Maas et al		-096		1.6		0.8		0.8		18		0.8		49	
W. & B. Dakin		-100		4.0		4.0		4		88		4		245	
K. & C. McLellan		-102		0.2		0.2		0.2		4		0.2		12	
Lola-May Farms Limited		-104-01		11.7		11.7		11.7		257		0		0	
A. & A. Farms Ltd.		-105		4.9		4.9		4.9		108		0		0	
Lola-May Farms Limited		-106		29.9		29.9		20		439		0		0	
R. & D. Roseheart		-108		0.7		0.7		0		0		0		0	
H. Neville		-109		30.4		30.4		30.4		667		0		0	
A. Chamber & S. Hughes		-110		23.1		23.1		16.4		360		0		0	
R. Thompson		-111		19.5		19.5		19.5		428		0		0	
Dusty Lane Farms Ltd.		-112		25.2		24.2		19.3		423		3.7		226	
G. & L. Buckrell		-114		46.3		44.3		44.3		972		44.3		2,710	
D. & D. Avey		-114-01		20.0		20.0		20.0		439		20.0		1,224	
A. & V. Westra		-115		19.8		19.6		19.6		430		19.6		1,199	
W. Bates		-116		38.4		36.0		36.0		790		36.0		2,203	
D. Wills		-117		33.6		33.6		33.6		737		33.6		2,056	
P. & A. Wilson		-118		33.6		33.6		33.6		737		33.6		2,056	
B. & J. Droogers Farm Ltd.		-119		26.7		26.7		26.7		586		26.7		1,634	
L., M., & G. Warboys		-120		10.1		9.9		9.9		217		9.9		606	
1032281 Ontario Ltd.		-121		4.0		3.8		3.8		83		3.8		233	
Oxford Road 14				3.2		9.6		9.6		211		9.6		587	
1/2 Muir Line (Rd 22)				0.7		2.1		0		0		0		0	
Vandecar Line				1.8		4.5		3.2		70		2.5		153	
Beaconsfield Road				7.7		19.3		11.0		241		9.3		569	
(Burford)		(010-)													
Lola-May Farms Limited		-338-01		7.0		7.0		0		0		0		0	
A. & M. Tune		-421		18.6		18.6		0		0		0		0	
1/2 Muir Line (Rd 129)				0.7		2.1		0		0		0		0	
9th Concession Road				1.1		2.8		0		0		0		0	
<b>Total Outlets</b>				661.9		6709		474		10,400		313.8		19,200	
								195.2		18,600		43		9,300	
												28.8		1,400	

PART E  
GENERAL CONDITIONS  
TABLE OF CONTENTS

E.	General Conditions
E.1	Scope
E.2	Tenders
E.3	Examination of Site, Plans and Specifications
E.4	Payment
E.5	Inspection
E.6	Commencement and Completion of Work
E.7	Alterations and Additions
E.8	Supervision
E.9	Maintenance
E.10	Contractor's Responsibility for Damages
E.11	Liability Insurance
E.12	Access to Properties Adjoining the Work
E.13	Limitations of Operations
E.14	Losses Due to Acts of Nature Etc.
E.15	Sub-Contractors
E.16	Character and Employment of Workman
E.17	Road Crossings
E.18	Laneways
E.19	Fences
E.20	Livestock, Etc.
E.21	Standing Crops
E.22	Surplus Gravel
E.23	Permits, Notices, Laws and Rules
E.24	Locations of Existing Utilities
E.25	Railways, Highways and Utilities
E.26	Termination of Contract by Municipality
E.27	Errors and Unusual Conditions
E.28	Excess Tile
E.29	Replacement of Stakes
E.30	Drainage Superintendent
E.31	Tests
E.32	Opening of Finished Work
E.33	Ontario Municipal Board
E.34	Notices Re Commencement of Work
E.35	Owner, Corporation, Municipality, Township
E.36	Definitions
E.37	Cold Weather
E.38	Working Area
E.39	Access
E.40	Cleaning Up Before Acceptance
E.41	Liquidated Damages

## GENERAL CONOITIONS

E.

### E.1 SCOPE

The work to be done under this specification consists of supplying all labour, materials, equipment, etc., to construct the work as outlined on the accompanying drawings, in the estimate of quantities and on the form of Tender. In some municipalities, the Contractor shall supply all materials. The Instructions to Tenderers lists which materials are to be supplied by the Contractor.

### E.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. A deposit of 10% of the amount of the bid in the form of a certified cheque payable to the Treasurer of the Municipality must accompany each tender as a guarantee of good faith. All certified cheques, except that of the bidder to whom the work is awarded, will be returned within 10 days of the time the contract is awarded. The certified cheque of the bidder to whom the work is awarded will be returned with the final payment on the work or will be retained until the successful tenderer furnishes a Performance Bond and/or Labour and Materials Bond for 100% of the amount of the tender or other satisfactory security, if required by the Municipality. A Performance Bond may be required to insure completion of the work and maintenance of the work for a period of one year after the date of the Completion Certificate.

### E.3 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

The tenderer must examine the premises and site to compare them with the plans and specifications in order to satisfy himself of the existing conditions and the extent of the work to be done before submission of his tender. No allowances shall be made on behalf of the Contractor by reason of any error on his part.

Any estimates of quantities shown or indicated on the plan or elsewhere in the contract documents are provided for the convenience of the tender. 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 tenderer must satisfy himself that he understands the meaning and intent of the plans and specifications before submission of his tender. In case of any inconsistency or conflict between the plans and specifications, the construction notes on the plans and the Special Provisions shall take precedence over the Standard Specifications.

### E.4 PAYMENT

Progress payments in cash equal to about 80% of the value of the work done and materials incorporated in the work will be made to the Contractor monthly on the written request of the Contractor to the Engineer. An additional 17% will be paid 37 days after the final acceptance of the Engineer and 3% of the contract price may be reserved by the Municipality for one year.

#### E.4 PAYMENT - continued

A greater percentage of the contract price may be reserved by the Municipality for the same period if in the opinion of the Engineer, particular conditions of the contract require 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 material and loose backfill, provided that notice shall first be given to the Contractor and that he shall have the opportunity to make good such defects, himself if he desires, and within seven (7) days if so directed by the Engineer.

#### E.5 INSPECTION

Final Inspection by the Engineer will be made within twenty (20) days after he has received notice in writing from the Contractor that work is complete, or as soon thereafter as weather conditions permit. All the work included in the contract must at the time of final inspection have the full dimensions and cross-sections.

Prior to commencing the final inspection an on-site meeting will be held with the landowners directly affected by the construction of the drain. The Contractor will be requested to attend this meeting upon written notice by the Engineer.

#### E.6 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Contractor is notified of the acceptance of his tender or at a later date, if set out as a condition of the tender. If weather and ground conditions are unsuitable, work may be started at a later date from either of these two dates if such delay is approved by the Engineer. The work must be proceeded with in such manner as to ensure its completion at the earliest possible date consistent with first class workmanship and within the time limit set out in the tender or in the contract documents. Failure to commence or complete the work as set out in the Form of Tender may result in a forfeiture of all or part of the Certified Cheque if the Engineer deems that damages have been sustained to the Township or to any landowner because of the non-commencement or non-completion of the contract as awarded and that the failure to meet the specified dates has been the fault of the Contractor.

#### E.7 ALTERATIONS AND ADDITIONS

The Engineer shall have the power to make alterations in the work as shown or described in the drawings or 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 omitted. Where such changes involve work additional and similar to items in the main contract, the price agreed to be paid shall be determined after due consideration has been given to the ratio of the tendered amount to the Engineer's estimate of the contract. Such alterations and variations shall in no way render void the contract. No claims for variations or alterations 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 case shall the Contractor commence work which he considers to be extra work before receiving the Engineer's approval.

E.8 SUPERVISION

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

E.9 MAINTENANCE

The Contractor shall repair and make good any damages or faults in the drain that may appear within one year after its completion (as evidenced by the final payment certificate) because of 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 final certificate nor payment thereunder, nor any provision in the contract documents shall relieve the Contractor from this responsibility.

E.10 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

The Contractor, his agents and all workmen and persons employed by him or under his control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work, and the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any of his agents, workmen or persons employed by him or under his control including Sub-Constructors, and shall bear the full cost thereof and shall at his own expense make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic in any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work and the Contractor shall indemnify and save harmless the Municipality from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of a roadway, a working area, or private property, the Contractor shall use reasonable care not to damage or deface the remaining portions of the property, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by the Contractor at his own expense, to the satisfaction of the Engineer.

#### E.10 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES - continued

Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of his intention so to do, may withhold payment of any monies due the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the Municipality will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of his claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement it will be dealt with as provided elsewhere in this subsection.

#### E.11 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance providing insurance coverage in respect of any one accident to the limit of at least \$1,000,000 exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall where, and as requested by the Municipality, name the Municipality as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on part of the Contractor or any of his servants or agents during the execution of the Contract.

#### E.12 ACCESS TO PROPERTIES ADJOINING THE WORK

The Contractor shall provide at all times and at his own expense, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer.

Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected property owners and such interruptions shall be arranged so as to create a minimum interference to those affected.

**E.13 LIMITATIONS OF OPERATIONS**

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry on his operations under the contract on Sundays, or Statutory Holidays, without permission in writing of the Engineer.

The Engineer may, in writing, require the Contractor to cease or limit his operations under the contract, on any day or days if the operations are of such a nature, or if the work is so located, or if the traffic is of such a volume that the Engineer deems it necessary or expedient so to do.

**E.14 LOSSES DUE TO ACTS OF NATURE, ETC.**

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

**E.15 SUB-CONTRACTORS**

If the municipality so directs, the Contractor shall not sublet the whole or any part of this contract without the approval of the Engineer.

**E.16 CHARACTER AND EMPLOYMENT OF WORKMAN**

The Contractor shall employ only orderly, competent and skillful men to do the work and shall give preference to available residents in the area of the contract. Whenever the Engineer shall inform him in writing that any man or men on the work are, in the opinion of the Engineer, incompetent, unfaithful, or disorderly, such a man or men shall be discharged from the work and shall not again be employed on the work without the consent in writing of the Engineer.

**E.17 ROAD CROSSINGS**

All road crossings may be made with an open cut unless otherwise noted. The exact location of the crossing shall be verified and approved by the Road Authority or the Engineer. A one hundred & fifty (150) millimetre depth of pit run gravel, well compacted shall be placed as a base for each pipe crossing if required on the drawings. The pipe shall be backfilled with a granular material for the width of the travelled portion plus one (1) metre on either side. The material shall be placed in lifts not exceeding three hundred (300) millimetres in depth and shall be thoroughly compacted with an approved type mechanical vibrating compactor where so required by the Engineer. The top one hundred & fifty (150) millimetres of the roadway backfill shall consist of a crushed granular material meeting the specifications of the Ministry of Transportation and Communications for Granular Base Course Class "A" (Granular "A") material. An existing asphalt or concrete pavement, if any, shall not be replaced by the Contractor unless noted differently on the plan. The Contractor shall be responsible, however, for subsequent uneven joints in the pavement due to settling of the backfill. The Contractor should arrange with a local resident to keep the crossing in repair if unable to

do such personally. A small load of Granular "A" gravel at the side of the road may be advisable so that if any settlement does occur, the local resident can add some additional gravel. All road crossings shall meet the approval of the Road Authority. For County and Regional Road crossings see "Standard Specifications for Municipal Drains Crossing County and Regional Roads". If any road crossing is not left in a safe manner at the end of the working day, such barricades, etc., shall be erected to guarantee the safety of the travelling public.

A Road Authority will supply no labour, equipment or materials for the construction of the road crossing, with the sole exception of patching an existing asphalt surface and except where metal pipe on the contract is supplied by the Municipality.

The excavated material removed from the travelled portion of the road and one (1) metre or the full width of the gravelled shoulder, whichever is greater, on each side of the travelled portion shall be removed. Excavated material may be spread on the right-of-way with consent of the Municipal Road Superintendent and the balance shall be levelled equally on the private lands on each side of the road.

If the Engineer deems a gravel road to have been damaged by the construction of a drain, either across or along the said road, the Engineer may direct the Contractor to supply and place sufficient crushed granular materials on the roadway to restore it to a safe and passable condition at no additional cost.

#### **E.18 LANEWAYS**

All pipe crossing laneways shall be backfilled with material that is clean, free of foreign material or frozen particles and readily tamped or compacted in place. Laneway culverts on open ditch projects shall be backfilled with material that also is not easily erodable while gravel laneway culverts on closed drain projects shall be backfilled such that the upper six hundred (600) millimetres of material consists of four hundred & fifty (450) millimetres of pit run granular material and one hundred & fifty (150) millimetres of crushed granular material. All backfill materials shall be thoroughly compacted if directed by the Engineer.

The backfill on access culverts (between buildings and the road) shall be surfaced with a minimum of one hundred & fifty (150) millimetres of crushed granular material. All backfill materials shall be thoroughly compacted if directed by the Engineer.

All granular surface materials shall be placed to the full width of the travelled portions.

Any settling of backfill material shall be repaired by or at the expense of the Contractor during the warranty period of the project and as soon as required. Any existing bituminous pavement on laneways shall be replaced to its original condition by the Contractor at no additional cost. No less than a fifty (50) millimetre thickness of Hot Mix Asphalt shall be applied.

#### E.19 FENCES

No earth is to be placed against fences and all fences removed by a Contractor are to be replaced by him in as good a condition as existing materials permit. Where practical and where required by the landowner, the Contractor shall take down a new existing fence or 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 or Superintendent. Any fences found in such poor condition that replacement is not necessary shall be noted and verified with the Engineer or Superintendent prior to commencement of work. Where directed by the Engineer, additional steel posts shall be placed to adequately support a fence upon re-erection. All fences shall be properly stretched and fastened. Where the Engineer directs that new fencing material be erected, additional payment will be provided.

Any fences paralleling an open drain, 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. If such parallel fences are line fences they shall be removed and rebuilt by the Contractor.

#### E.20 LIVESTOCK, ETC.

If any construction will be within a fenced field containing livestock or other customary farm animals or fowl, (hereafter referred to as livestock, etc.) that are evident or have been made known to the Contractor, the Contractor shall notify the owner or attendant of the field or livestock, etc., thirty-six (36) hours in advance of his entrance into the field. Thereafter, the owner or attendant shall be responsible for the protection and damage to all livestock, etc., on said property during construction and shall also be liable for any damages caused by such livestock, etc. Where the owner or attendant so directs or where the Contractor has failed to reach the owner or attendant, the Contractor shall adequately re-erect all fences at the end of each working day and shall have any open trench backfilled within seventy-two (72) hours including weekends and statutory holidays. In all cases the trench shall be backfilled within seven (7) days. Failure of the Contractor to notify or to attempt to notify the owner or attendant, or failure of the Contractor to erect the fencing or to backfill the trench as described in this paragraph shall render the Contractor responsible for the protection of or damage to livestock, etc., on the property and the damage they may cause.

Where livestock may be encountered on any property the Contractor shall notify the Engineer promptly so that arrangements may be made to inspect the drainage works before the time required for backfilling.

#### E.21 STANDING CROPS

The Contractor shall not be held responsible for damages to standing crops along the course of the drain with the exception of those crops ready to be harvested or salvaged, that are damaged by the placing and levelling of soil from an open drain and about which the Contractor has failed to, or has not attempted to, notify the owner forty-eight (48) hours prior to commencement of the excavation on that portion.

E.22 SURPLUS GRAVEL

If as a result of any work granular gravel or crushed stone is required and not all the gravel or crushed stone is used in the construction of the works, the Contractor shall haul away such surplus gravel or stone. This does not apply to a road crossing where surplus gravel is to be left to allow for building up the trench after a settlement occurs.

E.23 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work (but this shall not include the obtaining of permanent easements or rights or servitude). The Contractor shall give all necessary notices and pay all fees required by the 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 and if the specifications and drawings are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

E.24 LOCATIONS OF EXISTING UTILITIES

The position of pole lines, conduits, watermains, sewers and other underground and overground utilities and structures is not necessarily shown on the Contract plans and drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting work, the Contractor shall inform himself of the exact location of all such utilities and structures, and shall assume all liability for damage to them. Unless otherwise specified, the Contractor shall support all such utilities and structures, or temporarily remove them and restore them, to the satisfaction of the owners of the utilities and structures.

E.25 RAILWAYS, HIGHWAYS AND UTILITIES

A minimum of forty-eight (48) hours notice in writing to any Railway's Division Engineer, the M.T.C.'s District Engineer, or any Utility Company, exclusive of Saturdays, Sundays, and Holidays, is required by the Contractor prior to any work being performed on or affecting the applicable property and in the case of a pipe being installed by open cutting or boring, a minimum of seventy-two (72) hours notice is required.

Copies of all plans are submitted to any affected telephone company by the Engineer prior to Contract Award. It is the Contractor's responsibility to obtain and review these plans from the Engineer.

E.26 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

**E.26. TERMINATION OF CONTRACT BY THE MUNICIPALITY - continued**

supply such additional workmen or materials in order to commence or complete the works, or if he should fail to make prompt payment to sub-contractors or for materials or labour or persistently disregard laws, ordinances, or instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract, then the Owner, upon 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 Owner may deem expedient, but without undue delay or expense. In such 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 other damages of every name and nature, such excess shall be paid to the Contractor. If such expense will exceed such unpaid balance including the certified cheque deposit as provided for by E.2, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, shall be certified by the Engineer.

If the contract is terminated by the Owner 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 equal the monies owed by the Contractor upon the termination of the contract, the Municipality may also charge such expenses against any money which is or may thereafter grow due to the Contractor from the Municipality.

**E.27. 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 a wrong decision on his part shall be borne by the Contractor.

The Engineer shall make the alteration necessary to correct errors or to adjust for unusual conditions. The contract amount shall be adjusted in accordance with a fair evaluation of the work added or deleted.

**E.28. EXCESS TILE**

If the tile is supplied by the Municipality, the Contractor shall stockpile all excess tile in one readily accessible location for pickup by the Municipality at the end of the job. If the tile is supplied by the Contractor he shall remove all excess tile from the job site.

**E.29 REPLACEMENT OF STAKES**

The Contractor shall be held liable for the cost of replacing any stakes or bench marks destroyed during the course of construction. The Drainage area shall be liable for the cost of replacing stakes prior to construction.

**E.30 DRAINAGE SUPERINTENDENT**

Where a Drainage Superintendent is appointed by the Municipality, the Drainage Superintendent will act as the Engineer's representative. The Superintendent shall have the power to direct the execution of the work and to make any necessary minor adjustments.

Any instructions given by the Superintendent, which changes considerably the proposed work or with which the Contractor does not agree, shall be referred to the Engineer for his decision.

**E.31 TESTS**

The cost of testing materials, supplied to the job by the Contractor, shall be borne by the Contractor. The cost of testing materials, supplied to the job by the Municipality, shall be borne by the Municipality. 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. If any tile or pipe 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 or pipe on the contract with tile or pipe capable of meeting the A.S.T.M. Standards.

**E.32 OPENING UP OF FINISHED WORK**

If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making good shall be borne by the Contractor and should the Engineer find the work opened up to be in an acceptance condition, such expense will be borne by the Owner, unless the Contractor has been obligated by any specification to leave the work open for the Engineer's inspection.

**E.33 ONTARIO MUNICIPAL BOARD**

The Contractor shall, prior to starting work, determine from the Clerk of the Municipality that Ontario Municipal Board approval, where required, has been obtained.

**E.34 NOTICES RE COMMENCEMENT OF WORK**

The Contractor shall give the Engineer and Superintendent a minimum of twenty-four (24) hours advance notice before commencement of work on any municipal drain. If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and Superintendent a minimum of twenty-four (24) hours advance notice prior to returning to the contract. If any work is commenced without the advance

**E.34 NOTICES RE COMMENCEMENT OF WORK - continued**

notice the Contractor shall be fully responsible for all such work undertaken prior to such notification and shall make good any works or materials used judged to be inadequate or constructed in any manner that may have been subject to alteration if made known to the Engineer prior to commencement of construction.

**E.35 OWNER, CORPORATION, MUNICIPALITY, TOWNSHIP**

The words Owner, Corporation, Municipality or Township all mean the same and wherever either appears it may be replaced by any of the other.

**E.36 DEFINITIONS**

- i) M.T.C. means the Ministry of Transportation and Communications.
- ii) A.S.T.M. means the American Society for Testing Materials.
- iii) C.S.A. means the Canadian Standard Association.

**E.37 COLD WEATHER**

When work is permitted or ordered by the Engineer to be done in cold weather, the Contractor shall provide suitable means for heating and protection, and all the materials shall be heated and protected. Unless the Engineer directs otherwise, all work such as masonry, concrete and painting that may be injured by frost, and which cannot be satisfactorily completed, shall be put in a proper and satisfactory condition, and shall be protected from damage by frost. Unless otherwise specified, the cost of such protection shall be borne by the Contractor. All backfilling operations shall be done as soon as possible to avoid backfilling with ground containing frozen particles. The Contractor will assume all responsibility for damages to any tile drains and for settlements or bank slippages that may result from work in cold weather.

**E.38 WORKING AREA**

Where any part of the drain is on a road allowance, the road allowance shall be the working area. On a closed drain the working area is to be a width of eighteen (18) metres. On an open drain the working area shall be eighteen (18) metres on the side of levelling and six (6) metres on the opposite side unless additional width is required to windrow cleared materials or to level the materials to a three hundred (300) millimetre thickness. If any part of the drain is close to a property line then the fence line shall be one of the limits of the work area. On most projects the working area is described in detail on the drawings.

**E.39 ACCESS**

Each landowner on whose property any significant part of the drainage works is to be constructed has to make a reasonable means of access available to the Contractor. The Contractor shall not enter in any other lands without the written permission of the landowner and he shall make good any damages caused by such entry.

**E.40 CLEANING UP BEFORE ACCEPTANCE**

Before any work shall be finally accepted by the Municipality, the Contractor shall make such replacements of improper materials and such corrections of faulty workmanship as have been directed by the Engineer and do such trimming and disposal of rubbish and surplus materials as to leave the work neat and presentable.

**E.41 LIQUIDATED DAMAGES**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or complete within the period of time as set forth in the Tender Documents, damage will be sustained by the Municipality and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Municipality a sum, if any is set out in the Form of Tender and Agreement for liquidated damages for each and every calendar day's delay, including Saturdays, Sundays and Statutory Holidays, in finishing the work in excess of the number of working days prescribed, and it is agreed that this amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed number of working days.

The Municipality may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the General Conditions, the number of working days shall be increased or decreased as determined by the Engineer.

If the Form of Tender and Agreement do not show an amount for Liquidated Damages then Liquidated Damages do not apply for this contract.

F.1

STANDARD SPECIFICATIONS

FOR

OPEN DRAINS

TABLE OF CONTENTS

F.1.1 Description

F.1.2 Materials

F.1.3 Construction

F.1

STANDARD SPECIFICATIONS FOR OPEN DRAINS

F.1.1 DESCRIPTION

Work under this item shall include the supplying of all labour, tools, equipment and materials beyond those to be supplied by the Township, required for the clearing of all trees, roots, bush debris, the excavation of all open channels, the levelling or disposal as directed of all spoil, the cutting and re-erection of all fences, the construction of all roadway and laneway crossings required, the reconstruction of all intercepted drains as required, the supply and placement of all riprap protection required and all other items indicated in the Estimate of Quantities or shown on the drawings as being part of the Open Portion.

F.1.2 MATERIALS

A) Corrugated Metal Pipe

Corrugated Metal Pipe shall comply with AASHO Specification M-36 and shall be to the U.S. Standard Gauges indicated on the drawings. Unless otherwise specified, the pipe shall have a standard sixty gram galvanized coating.

B) Concrete

Concrete shall be twenty (20) mega Pascal (mpa) concrete premixed.

C) Stone for Riprap

Average stone weight shall be no less than fifteen to twenty (15-20) kilograms and shall be hard stone free of earth materials.

F.1.3 CONSTRUCTION

A) Stakes

Stakes are set along the course of the drain at intervals of twenty-five (25) metres. The Contractor shall ensure that the stakes are not disturbed unless approval is obtained from the Engineer. If the Contractor is unable to locate any stakes along the drain, the Contractor shall clear, if necessary, a path for re-staking and contact the Engineer with regard to re-staking the drain.

B) Excavation

The bottom width and the side slopes of the ditch shall be those shown on the profile drawing. Side slopes are normally one and one-half metre horizontal to one metre vertical unless otherwise noted on the profile drawing. Bottom widths will vary with the size of the drain. Where the width of the bottom of the existing ditch is sufficient to permit the required width, depth and bank slopes for the new ditch to be constructed without destructing existing banks, such banks will be left as is, subject to the clearing of brush required and described in Section F.1.3.1.

C) Profile

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the ditch in metres and decimals of a metre and also the approximate depth of cuts 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 elevations of the bench marks are given on the profile drawing.

D) Line

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run except where necessary to straighten any unnecessary bends or irregularities in alignment. Where there are such 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 shall be removed from the drain. All curves shall be made with a minimum radius of fifteen (15) metres. A uniform grade shall be maintained between stakes in accordance with the profile drawing. The Contractor shall over dig the bottom by one hundred to one hundred and fifty (100-150) millimetres in depth to allow for silting in from fresh bank cuts. A variation of twenty-five (25) millimetres from the required profile plus over digging shall be sufficient to require the Contractor to remedy this discrepancy.

E) Excavated Material

Excavated material shall be deposited on either or both sides of the drain as directed by the Engineer. In general, the material shall be dumped on the low side of the drain or opposite trees and fences. No excavated material shall be placed in tributary drains, depressions, or low areas which direct or channel water into the ditch so that no water will be trapped behind the spoilbank. Beyond the berm, the excavated material shall be

placed and levelled to a maximum depth of three hundred (300) millimetres; unless otherwise instructed. The edge of the spoilbank away from the ditch shall be feathered down to the existing ground, the edge of the spoilbank nearest the ditch shall have a maximum slope of 2 to 1. The material shall be levelled such that it may be cultivated with ordinary equipment without causing undue hardship on farm machinery and farm personnel. Wherever clearing at the area was necessary prior to the levelling of the materials, the Contractor shall remove all roots unless he obtains the landowners permission in advance to leave same in place and to cover same with spoil. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones or boulders heavier than fifteen (15) kilograms shall be moved to and be left along the edge of the spoilbank nearest to the ditch but in general no closer than one (1) metre to the ditch bank. A berm no less than six hundred (600) millimetres shall be left along the top edges of the drain.

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

A written statement from the owners indicating their complete satisfaction with the levelling of the spoilbank is sufficient to comply with this specification. The final decision, with respect to levelling of the spoilbank, shall be made by the Engineer. The Engineer may require the Contractor to obtain written statements from any or all of the landowners.

If the Contractor obtains a statement in writing, signed by the owner of lands affected that he does not wish the spoil to be levelled, the Engineer may release the Contractor from obligation in that regard, and a sum of money based on the price of ten (10) cents per cubic metre of material left shall be deducted from the Contractor's payment and be paid to the owner affected.

#### F) Excavation at Bridge Sites

The Contractor shall excavate the drain to the full specified depth under all bridges and to the full width between abutments. Temporary bridges may be carefully removed and left on the bank of the drain. 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 owner if excavation will expose the footings or otherwise cause the structure to undermine or collapse such that the owner may make provision for repair of the bridge.

Where the invert of any culvert is above the grade line, the Contractor will be required to dig up the culvert, clean and relay it, so that the invert of the culvert is one hundred and fifty (150) millimetres below grade for the bottom of the finished drain at this location.

G) Bridges and Culverts

Any farm bridges constructed or reconstructed shall have a minimum span of two (2) metres or twice the bottom width, whichever is the greatest. Metal culverts shall have a minimum diameter of twelve hundred (1200) millimetres or a diameter not less than three hundred (300) millimetres greater than the specified bottom width of the drain up to a bottom width of twelve hundred (1200) millimetres and a diameter not less than six hundred (600) millimetres greater than the specified bottom width for widths in excess of twelve hundred (1200) millimetres whichever is greater. These are minimum sizes and will be increased where required. Dimensions of Arch Culverts shall be confirmed by the Engineer prior to construction or reconstruction.

If an owner at the time of construction has furnished a suitable culvert at the site, the Contractor shall install it as part of the work, with the invert one hundred and fifty (150) millimetres below the grade of the drain, and with a suitable earth backfill such that a crossing with normal farm machinery can be made. Final grading, shaping or riprapping of the backfill shall be the responsibility of the landowner(s) involved. A minimum of three hundred (300) millimetres of cover shall be placed over each culvert.

All culverts installed as part of the contract shall be installed one hundred and fifty (150) millimetres below grade, have three hundred (300) millimetres minimum cover and have a minimum platform width of six (6) metres unless directed otherwise by the drawings or by the Engineer.

Where multi-plate culverts are assembled by the Contractor the manufacturers instructions re hoisting of any length, torsion of all bolts and backfilling shall be observed by the Contractor.

## H) Riprap Protection for Culverts

Where riprap protection is called for at either or both ends of a new culvert, such riprap shall be sacked concrete or old concrete pieces and/or stone, grouted with a cement mortar if required. The riprap shall extend one hundred and fifty (150) millimetres below the culvert invert for the full ditch bottom width and six hundred (600) millimetres into undisturbed soil along the banks adjacent to the culvert and shall extend to the level of the finished roadway or laneway over the culvert. Maximum slopes for riprap shall be 1/4:1 or as directed by the Engineer. The Contractor shall be responsible for any defects or damages that may develop in the riprap or the earth behind the riprap that the Engineer deems to have been fully or partially caused by faulty workmanship or materials for a period of one year from the time of the final payment certificate. Wherever a nine (9) metre culvert is installed, and where elsewhere called for, existing field sods shall be placed along the laneway slopes, from the bottom of the ditch level up to the springline of the pipe. Lane slopes shall not be steeper than 1:1 in such situations. Any long culvert installed that replaces an existing culvert shall be riprapped as well as with any stones that formerly existed around the old culvert. The cost of all riprap work discussed herein shall be deemed as part of the contract.

## I) Obstructions

All brush, bushes, fallen timber and debris shall be moved from the banks of the drain and to such a distance on each side to eliminate any interference with the spreading of the spoilbank. The slopes shall be cleared only, whether or not they are affected directly by the excavation. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas, the brush, limbs, etc. may be pushed into piles and rows back out of the way. All dead elms or other dead trees alongside either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed prior to excavation and put in piles, unless directed otherwise by the Engineer.

## J) Moving Drains off Roads

Where an open drain is being removed from a road allowance, it must be reconstructed wholly on the adjacent farm land with a minimum berm width of one (1) metre on the roadway side of the ditch, unless otherwise noted on the drawings. The excavated material shall be used to fill the existing open ditch and any excess excavated material shall be placed and levelled on the adjacent farm land. Any work done on the road allowance, with respect to excavation, disposal of materials, installation of

culverts, cleaning under bridges, etc., shall be to the satisfaction of the Road Authority. If it is necessary to haul materials away, additional payment will be provided unless described on the plan.

K) New Road and Access Lane Crossings

Refer to the General Conditions, Specification No. E.17.

L) Tile Outlets and Existing Ditches

All tile outlets in existing ditches shall be noted by the Contractor prior to excavation. If any tile outlet is damaged during or altered due to construction, the Contractor shall repair or replace the damaged or altered outlet. In general, if the existing outlet is tile only, the new outlet shall consist of undamaged lengths of tile. If the existing outlet is a metal pipe with or without a rodent gate, such outlet shall either be relocated to adjust to the new banks or shall be repaired if damaged. If any outlet becomes plugged as a result of construction, the Contractor shall be obligated to free such outlet of any impediments. Where stone or concrete riprap protection exists at any existing tile outlet such protection shall be moved as necessary to protect the outlet after reconstruction of the channel. Where any damage results to tile leading to and upstream of the outlet, as a consequence of such construction, the Engineer may direct the Contractor to repair such tile and shall determine a fair compensation to be paid to the Contractor for performing the work.

If a Contractor has verified the location of all tile outlets with the landowner prior to construction and then, subsequently encounters an outlet not made known to him, whether metal, clay or other, he shall only be responsible for ensuring that the outlet consists of undamaged lengths of tile.

M) Completion

At the time of completion and final inspection, all work in the contract shall have the full dimensions and cross-sections specified in addition to any allowance for caving of the banks or sediment in the bottom.

F.2

STANDARD SPECIFICATIONS

FOR

TILE DRAINS

TABLE OF CONTENTS

- F.2.1 Description
- F.2.2 Materials
- F.2.3 Construction Method

## F.2

## STANDARD SPECIFICATIONS FOR TILE DRAINS

### F.2.1 DESCRIPTION

Work under the above items will consist of supplying, laying and backfilling clay and concrete drain tile in the location shown on the drawings. This location may be adjusted or changed by the Engineer before or during construction, for which no claim for damages or extra compensation will be allowed. Invert grade will be supplied by the Engineer.

The work shall include the supplying of all labour, tools, equipment and extra materials required for the furnishing and laying of the tile; the excavation and backfilling of the trenches; the hauling, handling, placing and compaction of the excavated material for backfill, the loading, hauling, handling and disposal of surplus excavation material; the removal and replacing of topsoil and sod where required by the Engineer.

All existing laterals crossed by the new line shall be reconnected in an approved manner. Either special manufactured connections or junctions shall be used or an approved method of sealing joints with a stiff mix cement mortar. The Contractor shall also construct stand-pipes and junction boxes where directed by the Engineer.

Except where complete removal of an existing pipe is required by new construction, existing pipes to be abandoned shall be plugged up for a distance of three hundred (300) millimetres with suitable concrete or mortar to the full satisfaction of the Engineer.

### F.2.2 MATERIALS

#### A) CONCRETE DRAIN TILE

Concrete drain tile shall conform to the requirements of the most recent ASTM Specification C 412, extra quality and clay drain tile shall conform to the most recent ASTM Specification C 4 extra quality. All tile furnished shall be subject to the approval of the Engineer.

The minimum nominal lengths of the tile shall be three hundred (300) millimetres for one hundred and fifty and two hundred (150 & 200) millimetre diameter tile, six hundred (600) millimetres for two hundred and fifty to three hundred and fifty (250 to 350) millimetre diameter tile and twelve hundred (1200) millimetres for four hundred to six hundred and eighty-five (400 to 685) millimetre diameter tile.

A) CONCRETE DRAIN TILE - cont'd

Manufactured connections or junctions may be used for connecting laterals to the main line. All tile should be of good quality and meet the standards specified. They should be free from distortions and cracks. The ends should be smooth and free from cracks or checks. All rejected tile are to be immediately removed from the site.

Granular backfill, where required, shall consist of approved sand or gravel having no particles retained on a screen having fifty (50) millimetre square openings.

Earth backfill shall consist of approval material having no large lumps or boulders.

B) CORRUGATED METAL PIPE

Corrugated metal pipe shall comply with AASHO Specification M-36 and shall be to the U.S. Standard gauges indicated on the drawings. Unless otherwise specified, the pipe shall have a standard 60 gram galvanized coating.

C) CONCRETE SEWER PIPE

- i) Non-reinforced concrete sewer pipe shall be used up to three hundred and seventy-five (375) millimetres in diameter and shall comply with ASTM Specification C 14, extra strength.
- ii) Reinforced concrete sewer pipe shall be used for sewers three hundred and seventy-five (375) millimetres and larger and shall comply with ASTM Specification C 76, with "B" wall. Classes shall be as shown on the contract drawings and as described in the Form of Tender. No elliptical reinforcing will be permitted.
- iii) For storm sewers, rubber-type gasket joints shall comply with ASTM Specification C 443 and be designed to meet the test requirements specified by the supplier.
- iv) Unless indicated on the drawings otherwise, all concrete sewer pipe used on Municipal Drainage Works should be Mortar Joint pipe with no mortar or gaskets.
- v) Where concrete sewer pipe "seconds" are permitted the pipe should exhibit no damages or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements for No. 1, Pipe Specifications (C 14 or C 76). The pipe may contain cracks or chips in the bell or spigot which could be serious enough to prevent the use of rubber gaskets but which are not so severe that the joint could not be mortared conventionally.

F.2.3 CONSTRUCTION METHOD

A) SETTING GRADE STAKES AND TARGETS

Grade stakes are to be put every twenty-five (25) metres by the Contractor. The Engineer will establish benchmarks as shown on the Contract Drawings and will set sufficient stakes to give general horizontal location of the drain. The Contractor shall at all times set at least three (3) targets. It is the Contractor's responsibility to furnish sufficient boning rods of proper length and to take sufficient measurements to lay the tile to proper grade and alignment. If a laser is used in lieu of grade stakes, the tile elevations should be checked every fifty (50) metres by a level.

B) LINE

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 fifteen (15) metre radius. A 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 tile is disturbed or damaged the Contractor shall perform the necessary correction or repair at his expense. The Engineer will designate the general location of the new drain, but the landowner may indicate the exact location if approval is given by the Engineer.

C) EXCAVATION

Digging of the trench shall start at the outlet end and proceed upgrade. The location and grade shall be as shown on drawings but shall be liable to adjustment or change by the Engineer on site with no additional cost allowed except where the change involves the use of dozer work. The trench width measured at the top of the tile should be at least one hundred and fifty (150) millimetres greater than the tile diameter.

The bottom of the trench is to be cut accurately to grade and shape. Where hard shale, boulders or other unsuitable bedding material is encountered, the trench shall be excavated to seventy-five (75) millimetres below grade and backfilled with well pulverized topsoil and compacted to a firm foundation. If the trench is cut below grade, it is to be backfilled with either graded gravel or well pulverized soil and tamped sufficiently to provide a firm foundation. Where excavation is over front lawns, the sods shall be cut, lifted and replaced in a workmanlike manner.

C) EXCAVATION - cont'd

Where required, the Contractor shall strip off the top layer of earth in order that a tiling machine may trench to the correct depths. His tender price shall include the cost of stripping the topsoil, bulldozing of subsoil to depth required and subsequent replacing of subsoil and topsoil.

NOTE: It is the Contractor's responsibility to ascertain the location of, and to contact the owners of all utility lines, pipes and cables in the vicinity of drain excavations. The Contractor shall be completely responsible for all damages incurred.

D) BED OF TILE

The bottom of the trench should be rounded so that the tile will be embedded in undisturbed soil or in a compacted bed at least for ten (10) percent of its overall height.

E) LAYING TILE

All tile shall be laid to a true line and grade. Tile laying should begin at the lowest end of the lines and progress upgrade. In sand or fine silt, the joints in tile should be as tight as possible. In clay or heavy soil the spacing between tile should be about three (3) millimetres. All gaps between tile greater than six (6) millimetres must be covered by broken tile or another similar device.

The Contractor is to erect cross-arm sights and use a boning rod in the laying of the tile. The tiles are to be bevelled, if necessary, to ensure close joints on all bends. Rather than bevelling the tile on flat bends, the Contractor may wrap the joints with a one hundred and fifty (150) millimetre wide band of sixty-five (65) Newton felt building paper. All joints with a gap greater than six (6) millimetres are to be wrapped with plastic at no extra cost. The inside of the tile is to be kept clean when laid.

Where soil conditions warrant, the Engineer may require that the upper part of the tile be wrapped with a fabric wrapping such as Texel #7612 distributed by Tillsonburg Shoe Supply or approved equal or plastic. (The Engineer may also require in unfavourable soils that the tile be laid on a plastic underlay throughout, the width of the underlay required will be given by the Engineer). Any such work shall be considered as an extra to the contract unless otherwise provided for. The Contractor shall submit with his tender the extra cost for wrapping the tiles, if required.

E) LAYING TILE - cont'd

Any side drain 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 drain encountered is clean or reasonably clean, it shall be connected into the new drain. Where existing drains are full of sediment, the decision to connect or not to connect to the new drain shall be left to the Engineer or Commissioner. The Contractor shall be paid for each tributary drain hook-up as outlined in the Tender Form. Where the Contractor is requested by the Engineer or Commissioner to hook-up an existing tile which is not encountered, in the course of the drain, the cost of such work shall constitute an extra and the basis of payment shall be determined by the Form of Tender when possible or by a time and materials basis. The joint against the old tile shall be done in accordance with these specifications.

All side drains encountered or constructed are to be connected to the new tile by a manufactured junction tile or an approved connection encased in a stiff mix cement mortar. All side drains are to be connected to the new tile in the same size as the tile encountered.

Concrete or metal pipe should be used where the cover is less than four hundred and fifty (450) millimetres or where traffic passes over the drain. All entrance crossings shall be concrete or metal pipe of the same diameter and shall be backfilled immediately to avoid disrupting traffic.

Care should be taken to avoid dirt or other objects from entering the tile. At each work stoppage, the exposed end of the tile shall be covered by a tight fitting board or metal plate. No tile laid shall be left exposed overnight but should have a minimum of one hundred and fifty (150) millimetres of topsoil for blinding. Any tile damaged, plugged or laid not true to line or grade during construction shall be replaced or repaired at the Contractor's expense.

Where drainage tile drains into an open ditch or creek, the last six (6) metres shall be corrugated metal pipe connected to the drains pipe in an approved manner. The joint between the metal pipe and the field tile shall be sealed with mortar. A sacked concrete protection, unless otherwise specified, shall be built around corrugated pipe and extended downstream a minimum distance of one (1) metre. The protection shall extend to the top of the backfilled trench and shall also extend one half (1/2) metre into undisturbed soil on either side of the backfilled trench. Where the outlet occurs at the end of the open ditch the above sacked concrete riprap protection will extend all around the end of the ditch and to a point one (1) metre downstream on either side.

Where heavy overflow is likely to occur, sufficient additional riprap shall be placed as directed by the Engineer to prevent the water cutting around the protection. A concrete structure may be required to protect against heavy overflow if so indicated on the drawings in the report. The corrugated metal pipe shall have a hinged metal grate on the outlet end to prevent the entry of small animals. Maximum spacing between bars shall be fifty (50) millimetres.

**F) BACKFILLING**

As soon as tile are placed and inspected, they shall be blinded by covering them to a depth of one hundred and fifty to three hundred (150-300) millimetres with loose topsoil shaved by hand from the top of the trench. This topsoil shall be tamped to sides of the tile to retain alignment. All tile should be blinded by the end of the day's work to protect and hold them in place against disturbances. On steep grades or where the topsoil contains fine sand, use heavier soil from the sides of the trenches in blinding. No sand or sandy soil shall be placed directly on or around tile.

Backfilling of the trench should be completed soon after tile are blinded but not until tile have been inspected by the Engineer. All earth removed from trench shall be returned and heaped above trench except under access laneways and roadways where the top six hundred (600) millimetres of backfill shall be approved granular material. The upper three hundred (300) millimetres shall be crushed gravel.

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.

**G) STONES AND ROCK**

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 tiling machine, where the contract was bid on the basis of a tiling machine. The Engineer or Commissioner may direct the Contractor to use some other method of excavating to install the drain. The basis of payment for such extra work shall be determined by the Engineer.

For all large stones or boulders, heavier than fifteen (15) kilograms, exposed - on any project the Contractor shall either excavate a hole to bury same adjacent to the drain or he shall haul same to a nearby bush, or fence line, or such other convenient location as approved by the landowner. No additional payment for excavating, burying, or hauling this rock will be provided.

H) BRUSH, TREES AND DEBRIS

The contract is to include the removal of all excavation of whatever nature, disposal of materials, removal and cutting of all brush, removal of roots, supplying of all labour and completing the whole work in accordance with the plan, profile and this specification. Any trees, necessarily removed, are to be left for the owner of the property on which they are found. Additional payment will be made for sawing up and brushing of scattered trees where required by the Engineer. Where, in the opinion of the Engineer, the drain or proposed location of the drain is heavily overgrown with trees and brush the Contractor will use a bulldozer or other equipment to clear a minimum width of thirty (30) metres. The resulting debris shall be placed in a windrow where directed by the Engineer and left for disposal by the owner. Where roots may interfere with the new drain all such roots shall be grubbed and placed in a separate windrow or pile convenient for disposal by the owner. If the drawings require grubbing in this width all roots will be removed in the thirty (30) metre width as well. No additional payment will be made for such work.

I) QUICKSAND

The Contractor shall immediately contact the Engineer or Commissioner if quicksand is encountered. The Engineer or Commissioner may direct the Contractor to lay the tile on plank or to construct a temporary open drain to lower the water table, or to lay the tile on a crushed stone mat, or to use plastic underlays and overlays, or to take such action as may appear to be necessary. The basis of payment for such extra work shall be determined by the Engineer.

J) BROKEN OR DAMAGED TILE

The Contractor shall either bury in the trench or remove all damaged tile or pipe not required elsewhere. No tile should be left on the grounds for the landowner to dispose of.

K) FENCES

No earth is to be placed against the fences and all fences removed by the Contractor are to be replaced by him in as good condition as found as far as existing materials permit. Where practical and where requested by the landowner, the Contractor shall take down new existing fences or 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 or Commissioner. Any fences found in such poor condition that replacement is not necessary shall be noted and verified with the Engineer or Commissioner prior to commencement of work. The unit price bid shall include all fence costs.

L) ALLOWANCE VARIATION FROM PLANNED GRADE

The constructed grade should be such that the drain as constructed will provide the capacity required for the drainage area. A small variation in grade can be tolerated where the actual capacity of the drain exceeds the required capacity. No reverse grade will be allowed. Constructed grade should not deviate from planned grade more than 15% of the internal diameter for drain sizes greater than two hundred (200) millimetres. These deviations are allowable, provided they are gradual over a distance of not less than ten (10) metres.

M) EXCESS TILE

All excess tile shall be removed from the job site.

N) CONCRETE SEWER PIPE

Where the contract requires the use of concrete sewer pipe the Contractor shall place same by either excavating the trench with a tiling machine and recessing the bells or by excavating the trench with a backhoe and shaping by hand the bottom of the trench to receive and support the pipe and barrel over 50% of its diameter. Where backhoe methods are used, topsoils shall be stripped, saved and replaced separately. Loose materials used for blinding concrete tile drains shall also be used as bedding around the sewer pipe and to one hundred and fifty (150) millimetres above it. This loose backfill shall be tamped around the pipe by backhoe bucket or similar if directed by the Engineer. Backfill above the blinding materials is to be done in accordance with the Backfilling Specifications included herein.

If any connection is to be made to the concrete sewer pipe the method of connections provided elsewhere in this specification shall also apply.

If any joints due to cracks, chips or due to alignment irregularities are sufficiently open that, in the opinion of the Engineer or Commissioner, grounds could enter the drain, the Contractor shall seal the joint with mortar, plastic or broken tile as directed by the Engineer.

O) CATCHBASINS

Cast-in-place catchbasins shall be constructed, using a minimum twenty (20) mega Pascal concrete with inside dimensions six hundred (600) millimetres square, walls and floors one hundred and fifty (150) millimetres thick and the bottom four hundred and fifty (450) millimetres below the invert of the tile. Catchbasins may be constructed of a six hundred (600) millimetre diameter concrete sewer pipe placed on a one hundred and fifty (150) millimetre slab of concrete or pre-cast catchbasin and manholes may be used if prior approval is given by the Engineer.

O) CATCHBASINS (Continued)

Minimum wall thickness permitted for catchbasins without reinforcement is one hundred and fifty (150) millimetres and with reinforcement one hundred (100) millimetres, provided that either is acceptable to the Road Authority. All pre-cast catchbasins shall have a minimum inside dimension of six hundred (600) millimetres square. Where a catchbasin is located on a road allowance, the type of catchbasin and grate to be used and its proposed elevation shall be subject to the approval of the Road Engineer or Road Superintendent. Catchbasins may be offset from the drain, where practical and shall have two hundred (200) millimetre concrete tile or metal pipe leads unless specified differently on the drawings. Catchbasin leads shall have a minimum of six hundred (600) millimetres of cover.

The joints between sectional pre-cast catchbasins shall be fully mortared and such mortar shall be applied to each lower section before the upper section is added on. All tile or pipe connected to the catchbasin shall be mortared in place so that no gaps remain in the wall. Mortar is to be applied from outside the walls.

Cast in place catchbasins located on Highways shall be capable of meeting OPSD 700.01 or OPSD 705.02 for pre-cast catchbasins. OPSD 705.04 shall apply for ditch inlet catchbasins. The catchbasin top shall be as specified on the drawings. (If required, contact the Engineer for the applicable standards).

All catchbasins located on Highways, Count Roads and Township Roads shall be backfilled with porous backfill placed to a minimum thickness of three hundred (300) millimetres on all sides where directed by the Engineer. The backfill material shall be satisfactorily tamped. If settling occurs after construction, the Contractor shall supply and place sufficient granular material to maintain the backfill level flush with adjacent ground as part of the contract.

Catchbasin grates for standard or ditch inlet, six hundred (600) millimetre square or nine hundred (900) millimetre by twelve hundred (1200) millimetre catchbasins may be fabricated out of angle iron and reinforcing steel. Any grate used is subject to the Engineer's approval and it is suggested prior approval be obtained.

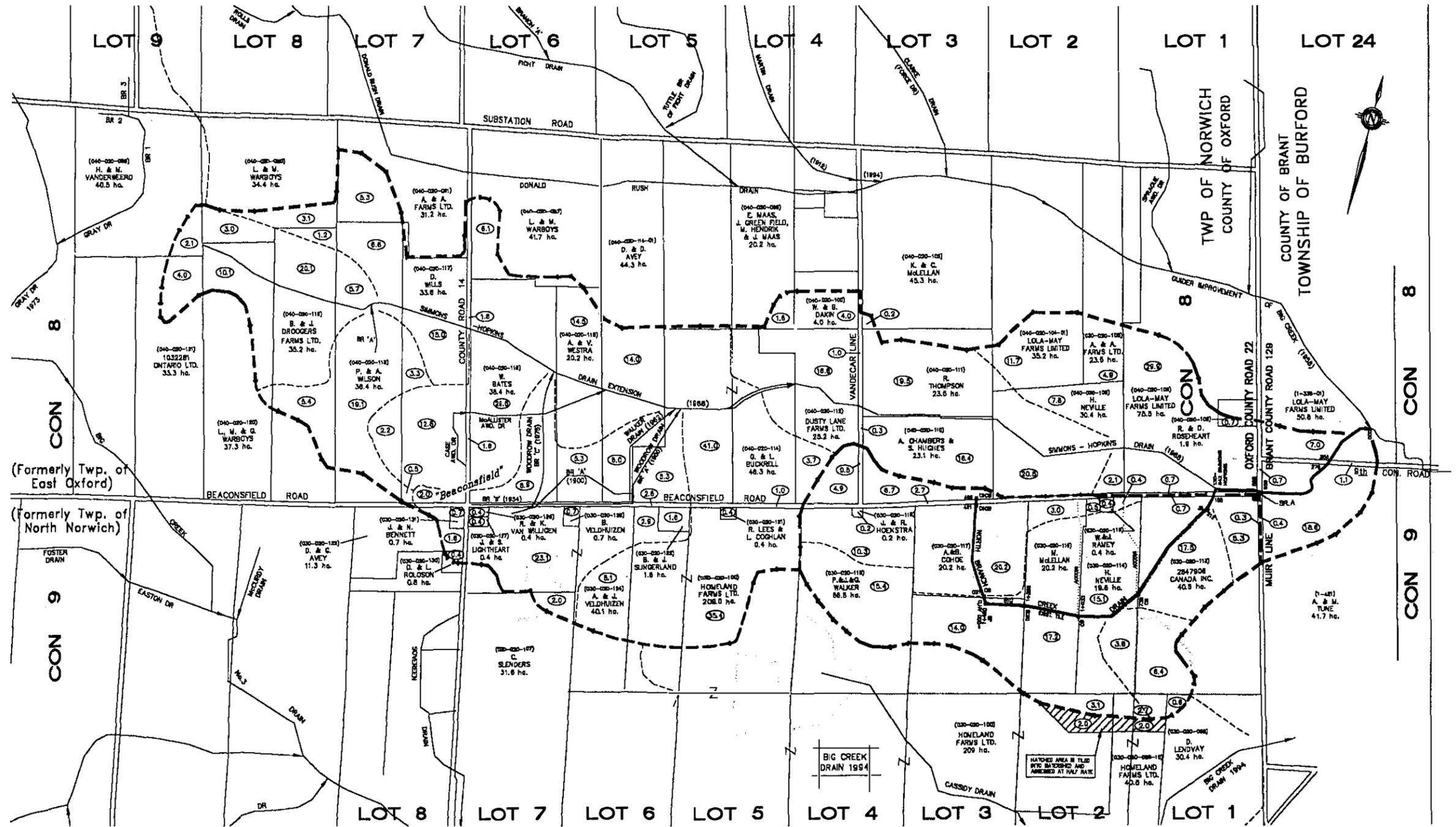
P) JUNCTION BOXES

Junction boxes shall be constructed of concrete mix one (1) part cement to five (5) parts clean pit run gravel. The sides and bottom shall be one hundred (100) millimetres thick. The inside dimensions of the box shall be a minimum of three hundred (300) millimetres by three hundred (300) millimetres wide and three hundred (300) millimetres high but in no instance shall they be less than one hundred (100) millimetres larger than the diameter of the largest tile being connected. The top of the junction box should have a minimum ground cover of four hundred and fifty (450) millimetres. The cover shall be a minimum of one hundred and twenty-five (125) millimetres thick with wire mesh reinforcement and 2 lifting handles.

Q) RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEM

Drainage Guide for Ontario, Ministry of Agriculture and Food Publication Number 29 and its amendments, dealing with the construction of Subsurface Drainage Systems, Sections 4 and 5 inclusive, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other specifications of this contract.

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



**PLAN LEGEND**

- MAJOR WATERSHED
- - - INTERMEDIATE WATERSHED
- PROPOSED DRAIN AND CATCH-BASIN OR JUNCTION BOX
- - - EXISTING DRAIN TO REMAIN
- - - OTHER DRAINS
- BUSH
- DENOTES PROPERTY OWNERSHIP ON BOTH SIDES OF LOT LINE
- ② APPROXIMATE HECTARES IN WATERSHED
- (040-000-118) ASSESSMENT ROLL NUMBER
- ACCESS ROUTE

**NOTE TO CONTRACTORS:**  
 CONTRACTORS ARE ADVISED THAT ALL EXTRA WORK MUST BE REPORTED ON DAILY EXTRA WORK SHEET TO ENGINEER BY PHONE OR BY PERSON AT COMPLETION OF EACH DAY OR PRIOR TO STARTING ANY FURTHER EXTRA WORK THE NEXT DAY. FAILURE TO DO SUCH MAY CAUSE REJECTION OF CLAIM FOR EXTRA PAYMENT. TILE CONNECTIONS ARE EXEMPTED.

**NORTH BRANCH BIG CREEK DRAIN 1998  
 SIMMONS-HOPKINS DRAIN 1998**  
 TOWNSHIP OF NORWICH AND TOWNSHIP OF BURFORD

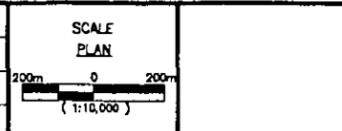
**WATERSHED PLAN**

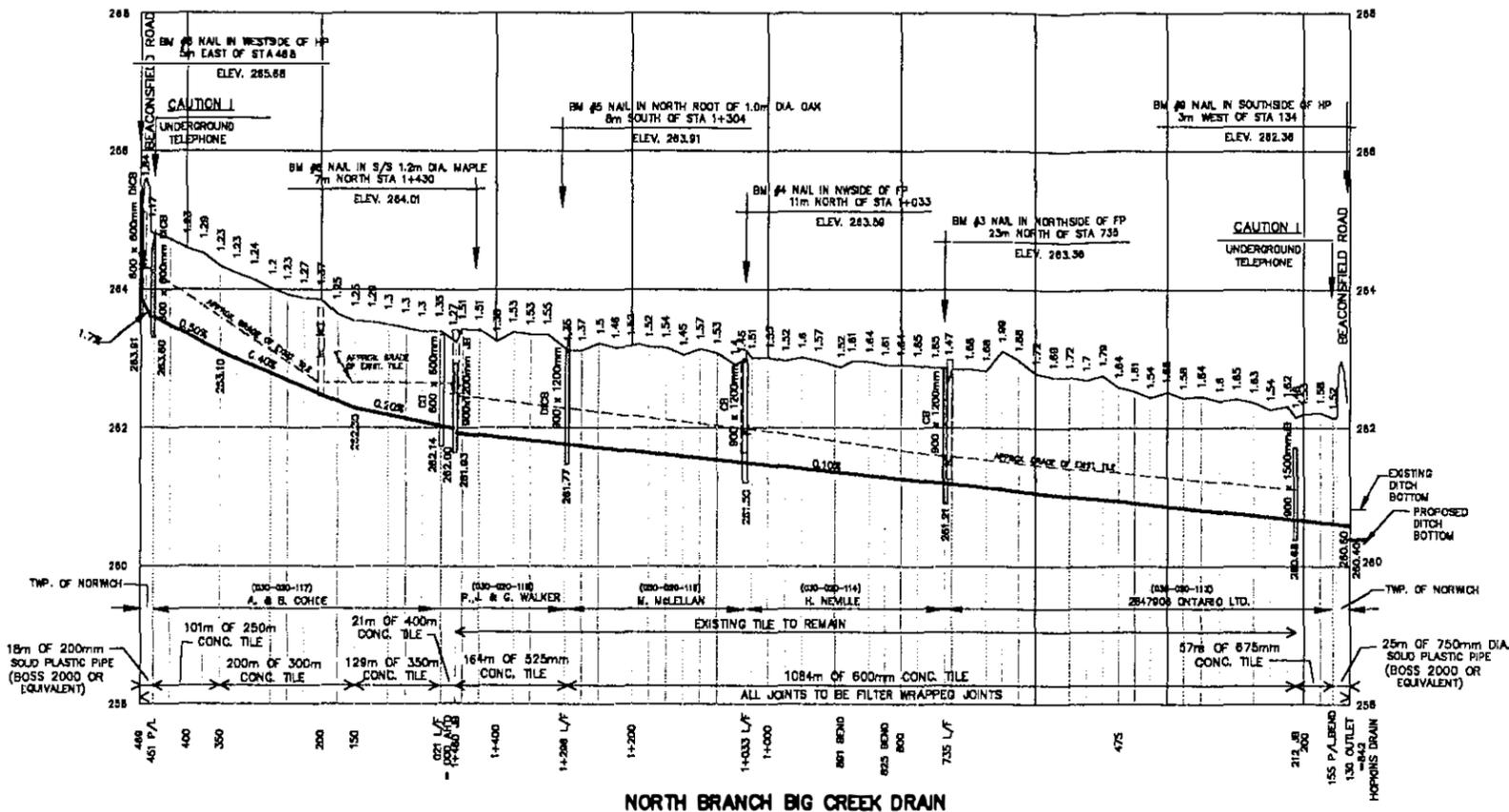
**K. SMART ASSOCIATES LIMITED**  
 CONSULTING ENGINEERS AND PLANNERS  
 85 MCINTYRE DRIVE  
 KITCHENER, ONTARIO N2R 1H6

JOB NUMBER: 97115  
 DATE: AUG. 18, 1998  
 DRAWING NUMBER: 1 OF 3

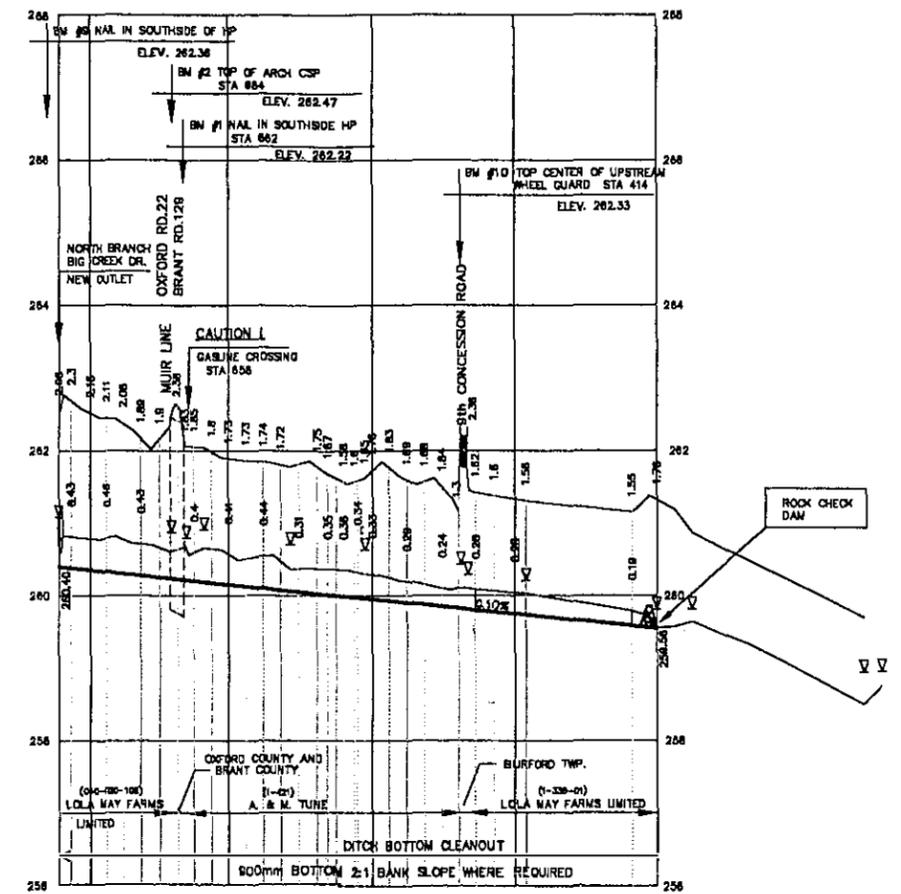
No.	REVISION	DATE

DESIGNED BY: J.K.  
 CHECKED BY: J.K.  
 DRAWN BY: R.A.M.  
 CHECKED BY: J.K.  
 FIELD BOOK: 97115





NORTH BRANCH BIG CREEK DRAIN



SIMMONS - HOPKINS DRAIN

**GENERAL NOTES**

- Working Area**  
Ditch - 12m ± on bank for work  
Tie - 10m width on each side of the new tile or any combination not to exceed 20m.  
- At terminal points a 20m radius.
- Access - General Condition E.39**  
The Contractor shall have access to the drain along the routes shown on the plan. All specifications governing fences, livestock and crops during drain construction shall apply to access routes except where superseded by notes on the drawings. No other access routes shall be used unless first approved by the Engineer and affected landowner. The contractor shall also contact each owner prior to using designated accesses.  
Telephone numbers for contact are (all 519 area code):  
- 2847808 Canada Inc. (Charlie Eden) 456-5282  
- Leigh and Bonnie Cohee 424-9156  
- Marlan McNeilan 424-8788  
- Helen Neville 424-8220  
- Lola-May Farms Limited 424-8726  
- Glenn Walker  
- Howard & Margaret Tune 424-8308  
- Brant County  
- Davis Valentine - Engineer/Road Supt. 448-2451  
- Township of Norwich  
- Doug Wilson - Drainage Super. 879-8588  
- Ron Smith - Road Superintendent  
- Township of Burford  
- Reg Giese - Road Superintendent 449-2434  
- Keith Still - Drainage Super. 428-4884  
- Union Gas Simcoe Area  
- Ron Smoke 428-4828  
- John Kuntze, P. Eng. Engineer, K. Smart Associates Ltd. 748-1189 or 854-2495
- Pre-Construction Meeting**  
The Contractor is required to attend a pre-construction site meeting with the Engineer and landowners before starting work.
- Ditch Cleanout**  
Excavation to be done using a ditching or grade-oil bucket. Banks to remain undisturbed if possible. Minimum bottom width 800mm. If new bank is required bank slope to be 2:1 and to be seeded at conclusion of excavation. Scattered clearing and grubbing will be required throughout. Trees and brush growing in channel bottom to be cleared and grubbed. Trees and brush on bank slopes to be cut using chainsaw or brush cutter. Stump and root removal not required. Some clearing required along top of bank to permit

- excavation and leveling. Stump and root removal not required. All cleared and grubbed material shall be piled in one location on each property. Location to be determined at time of construction.
- New Tile**  
Tile to be installed by tiling machine. All tile joints to be wrapped with filter fabric.
- Joint Wrapping**  
The contractor shall use a 300 to 400mm width of filter fabric (Mifrac P150 is suggested) to fully and tightly wrap all joints. A 150mm overlap on top is required. No additional payment will be allowed for this joint wrapping.
- Solid Plastic Pipe**  
Installation may be by backhoe. Manufacturers' recommendations re bedding and joints to be followed. Pipe to be solid Big "O" Boss 2000 or equivalent with split couplers.
- Setting Line for New Tile**  
Prior to stringing tile, all old tile drains must be prelocated as indicated in these specifications. Also, the Contractor is to review any tile plans that are available (contact the Engineer, landowner or Township Drainage Superintendent). As well, the Contractor shall review the proposed alignment with the Engineer and landowner after above reviews are completed. This contract requires the old drain to be left intact but cross-connected to the new drain.
- Subsoil Instability**  
If poor soil conditions are encountered an attempt shall be made to install the drain by shovel trencher with a continuous filter underlay in the trench (in addition to the joint wrapping). The cost of the underlay will be negotiated. If the continuous underlay is not sufficient, use of stone bedding and backhoe methods may be necessary. If approved the work will be paid at the unit price evident from the form of tender. The unit price shall include the costs of topsoil stripping and replacing, and supply and placement of 19mm clear, crushed stone. The contingency price will only apply if a trenching machine is being used when unstable bottom conditions are encountered. If a backhoe is in use, then only the material cost of the stone will be paid as an extra. (All stone costs to be supported by weigh tickets and suppliers invoice.)
- Tile Connections**  
All subsurface drainage tile encountered along the route of the proposed tile drains are to be connected up to the new drain or connected to a new header which in turn is to be connected to the new drain. The

- intercepted tile are to be clean and not contain polluted water. The which are full of sediments or which contain polluted water will be connected back together across the trench. In some instances, this may be approved even if the tile are clean. The contractor will be paid \$30.00/connection for labour, equipment and material on connections up to 150mm in diameter and up to 3 metres in length. Connections over 3 metres and greater than 150mm in diameter will be paid at \$8.00 per metre of connection with material cost extra. (Specified connections in specific notes are considered to be as part of contract.)  
Header tile prices will be negotiated as approved. The contractor must provide a form listing all connections in order to qualify for payment. The form describes all the encountered based on location (Station), side of trench, size and type of tile and approximate length and type of material used for the connection. All tile connections approved for payment will form part of the final cost of the drain and will be prorated against all assessments. The estimated cost contains a contingency allowance which may be applied in part for tile connections.
- Catchbasins**  
Backfill around all new catchbasins is recommended to be 19mm clear crushed stone to avoid future settlements and Contractor obligations to repair such. All catchbasins sumps to be fully cleaned by the contractor after completion of drain installation and backfilling. Ditch inlet tops to have 2:1 slopes. All catchbasins to have bridge grates as manufactured by Coldstream Concrete or approved equal. All grates to be secured with non-corrosive fasteners. Marker stakes as supplied by Coldstream Concrete or equal are to be placed beside each catchbasin.
- Utilities**  
The Contractor shall arrange with North Norwich Telephone and Union Gas and/or Ontario Hydro to verify the location of all utilities within road allowances or on private lands. All utilities shall be exposed to the satisfaction of the utility company to verify that their elevations will not conflict with the construction of the project at the specified elevations, or that provisions for protection and relocation of such utilities may be undertaken if conflicts should occur.
- Open Cut Road Crossings**  
Township to be given 48 hours notice of construction within their right-of-way. Proper signing in

accordance with MTO signing manual to be used where Township roads are closed. Contractor is responsible to repair any settlement which occurs within warranty period. The location of the road crossing shall be confirmed with the engineer and Road Superintendent prior to excavation. Invert elevations are evident on the drawings. The trench detail on the drawings and the special construction notes shall also apply. If the Township requires granular rather than native material backfill where native is placed on the trench detail, additional payment will be allowed. Where granular is required, such is to be included. All surplus materials are to be hauled away. In the boulevards, topsoils shall be separately stripped and replaced. Seeding is required. The road may be closed provided that adequate detour signs are put up. All backfill to be compacted to 95% S.P.D.

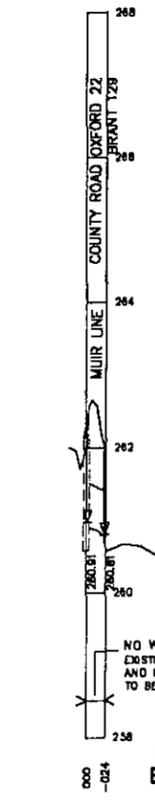
14. **Geotextile Filter Fabric**  
To be non-woven fabric, rat proof, non-biodegradable, chemically resistant to acids or alkaline soils, dimensionally stable under different hydrologic conditions and to be a material whose primary function is a high permeable non-clogging soil separator for fine soils. Where used under riprap, extra strength fabric is required. Contractor is to avail himself of manufacturer's recommendations for installation, cutting and precautions necessary to avoid damage to fabric. Mifrac filter material is available from:  
- Coldstream Concrete Ltd.  
Ilderton, Ontario (518) 866-0604

- Other approved equals will also be considered by the Engineer. Approval must be obtained prior to construction.
- Riprap**  
All riprap is to be placed on a filter fabric underlay (Mifrac P250 is suggested) unless directed otherwise on the Plan. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. The riprap is to be graded angular heavy stone (quarry stone is suggested) with particles overgrading in size from 225mm to 300mm and is to be placed at a 300mm thickness. Wherever riprap is used, it is to be recessed into the bank or bottom. If a new channel it is to be over dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.
  - Fences**  
All fences are to both removed and re-erected by contractor unless described otherwise by notes on the drawings.  
- Refer to General Specification E.19.  
- Refer to General Specification E.20 re livestock and fences.

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**NORTH BRANCH BIG CREEK DRAIN 1998  
SIMMONS-HOPKINS DRAIN 1998**  
TOWNSHIP OF NORWICH AND TOWNSHIP OF BURFORD

<p><b>K. SMART ASSOCIATES LIMITED</b> CONSULTING ENGINEERS AND PLANNERS 85 MCINTYRE DRIVE KITCHENER, ONTARIO N2R 1H6</p>	<p><b>PROFILES AND CONSTRUCTION NOTES</b></p>	<p>JOB NUMBER 97115</p>
	<p>DATE AUG. 1998</p>	<p>DRAWING NUMBER 2 OF 3</p>



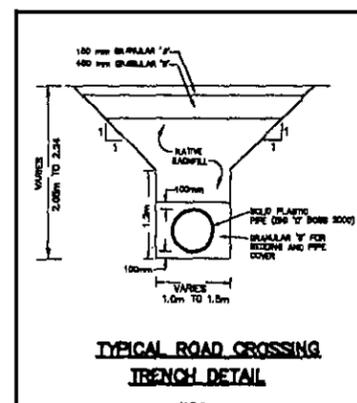
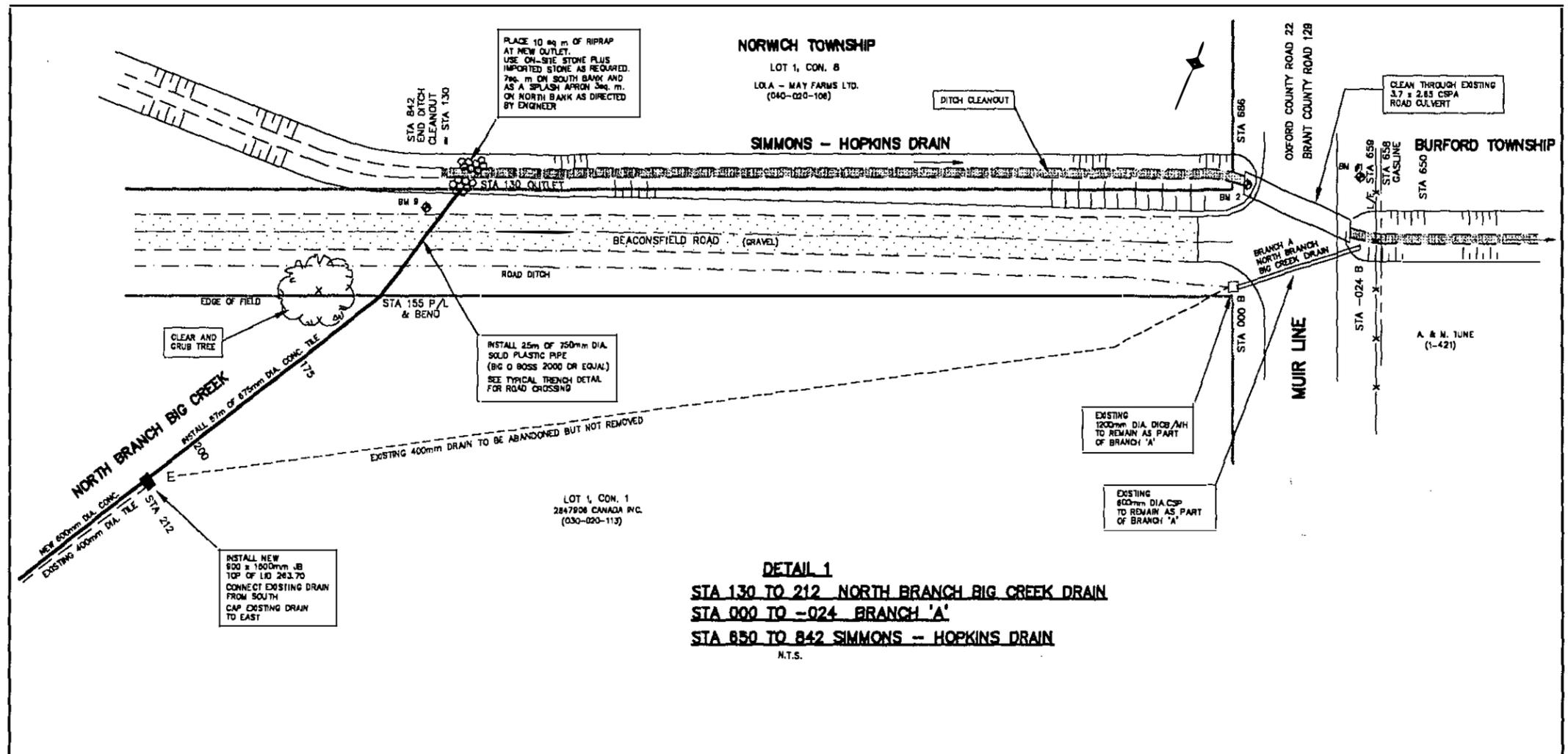
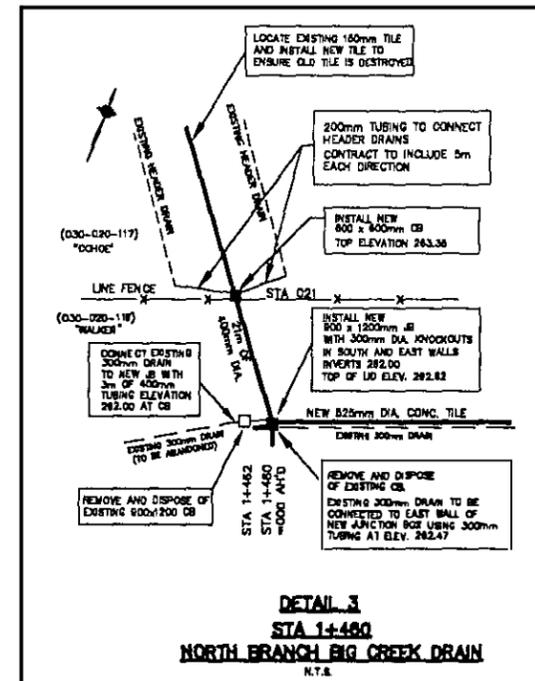
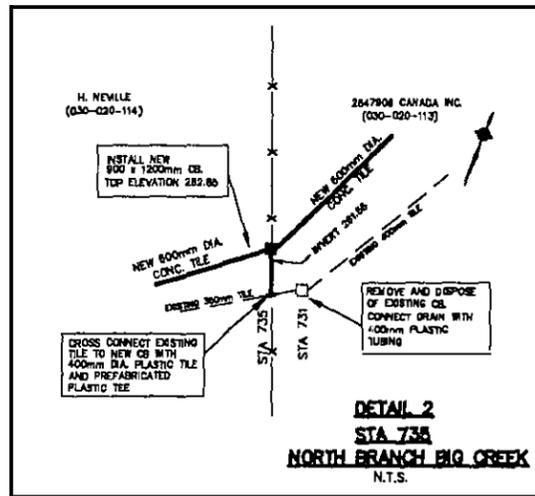
BRANCH A  
NORTH BRANCH  
BIG CREEK DRAIN

No.	REVISION	DATE

DESIGNED BY: J.K.	
CHECKED BY: J.K.	
DRAWN BY: R.A.W.	
CHECKED BY: J.K.	
FIELD BOOK: 97115	



THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.



**SPECIFIC CONSTRUCTION NOTES**  
NORTH BRANCH BIG CREEK DRAIN

- 130 to 212 See detail on Drawing 3.
- 212 to 735 Place 523m of 800mm diameter concrete tile with filter wrapped joints. Protect existing tile and install new tile on northwest side of existing tile. Confirm location of existing lateral or header drains and try to minimize disruption to existing drains.
- 731 to 735 See detail on Drawing 3
- 735 to 1+033 288m of 800mm diameter concrete tile with filter wrapped joints on north side of existing tile.
- 1+033 Remove and dispose of existing catchbasin. Construct 900 x 1200 mm. concrete catchbasin with birdcage grate. Top elevation 263.00. South invert (400mm) elev. 261.95. Cross-connect existing tile with 400mm diameter solid plastic tubing. Use 400mm tee on existing drain.
- 1+033 to 1+228 283m of 800mm diameter concrete tile with filter wrapped joint.
- 1+228 Construct 900 x 1200mm concrete ditch inlet catchbasin with birdcage grate. High wall to be on fence line with low wall facing west. Low wall Elev. 263.00. Saver-shaped area upstream from low wall. Berm along lineface to match high wall of catchbasin.
- 1+228 to 1+460 Place 184m of 525mm diameter concrete tile with filter wrapped joints to north of existing tile. Clear and grub along course of drain (15m either side of drain).

- 1+460 = 000 See detail on Drawing 3
  - 000 to 256 258m of ditch bottom cleanout. Side for leveling to be determined at time of construction.
  - 021 to 150 128m of 350mm concrete tile with filter wrapped joints
  - 150 to 350 200m of 300mm concrete tile with filter wrapped joints including disposal of existing catchbasin
  - 350 to 451 101m of 280mm concrete tile with filter wrapped joints
  - 451 to 468 18m of 200mm diameter solid plastic pipe (Big O Boss 2000 or equivalent) by open cut
  - 468 Remove and dispose of existing catchbasin
  - 451 & 468 Construct 2 - 600 x 800mm concrete ditch inlet catchbasins with birdcage grates. Regrade 10m of road ditch each side to direct flow of surface water into DIO's. High wall to be constructed on property lines with low wall facing the traveled portion of the roads
  - 451 Low wall - Elev. 264.80
  - 468 Low wall - Elev. 265.10. Catchbasin to have 200mm stubs in west and north walls
- SIMMONS-HOPKINS DRAIN**
- Burford Township  
Lolo-Moy Farms Limited  
010 Place rock check dam for temporary sediment trap. Top to be 300mm above ditch bottom with 3:1 slope upstream and downstream. Rock to be 50 to 250mm angular particles with smaller particles to fill voids. Engineer will direct when rock check dam is to be removed. Accumulated sediments are to be removed and leveled on ditch bank at end of construction.

- 9th Concession Road  
258 to 276 Clean through culvert as required. Level with ditch spoil upstream and/or downstream.
- A & M. Tune  
276 to 850 383m of ditch bottom cleanout, numerous tile outlets into ditch. Side for leveling to be determined at time of construction
- 278 to 441 Trees on west bank
- 278 to 316 Fence on south bank. Level on north bank.
- 441 to 859 Caution - gas line crossing
- Muir Line (Oxford Road 22/Brant Road 129)  
859 to 886 Clean through culvert as required. Level with ditch spoil upstream and/or downstream
- Norwich Township  
Lolo-Moy Farms Limited  
886 to 842 158m of ditch bottom clean out. Level on north bank.

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**NORTH BRANCH BIG CREEK DRAIN 1998**  
**SIMMONS-HOPKINS DRAIN 1998**  
TOWNSHIP OF NORWICH AND TOWNSHIP OF BURFORD

<b>DETAILS AND CONSTRUCTION NOTES</b>	JOB NUMBER 97115
	DATE AUG. 1998
<b>K. SMART ASSOCIATES LIMITED</b> CONSULTING ENGINEERS AND PLANNERS 85 McINTYRE DRIVE KITCHENER, ONTARIO N2R 1H6	DRAWING NUMBER <b>3 OF 3</b>

No.	REVISION	DATE	DESIGNED BY: J.K.	SCALE
			CHECKED BY: J.K.	AS SHOWN
			DRAWN BY: R.A.M.	
			CHECKED BY: J.K.	
			FIELD BOOK: 87118	

THE POSITION OF POLE LINES, CONDOLTS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

**J. W. KUNTZE**  
PROFESSIONAL ENGINEER  
PROVINCE OF ONTARIO

**NOTE: METRIC CONVERSION**

- TO CONVERT FEET TO METERS MULTIPLY FEET BY 0.3048
- TO CONVERT METERS TO FEET DIVIDE METERS BY 0.3048
- THE SIZE EQUIVALENTS ARE AS FOLLOWS:

1/2" - 12.7 mm	1" - 25.4 mm	1 1/2" - 38.1 mm	2" - 50.8 mm
3" - 76.2 mm	4" - 101.6 mm	6" - 152.4 mm	8" - 203.2 mm
10" - 254.0 mm	12" - 304.8 mm	14" - 355.6 mm	16" - 406.4 mm

4. TO CONVERT AREA TO HECTARES MULTIPLY ACRES BY 0.4047  
5. TO CONVERT HECTARES TO ACRES DIVIDE HECTARES BY 0.4047





**BY-LAW NUMBER 08-25**

-of-

**THE CORPORATION OF THE COUNTY OF BRANT**

To Amend By-law 73-22 - the Delegation of Authority By-law

**WHEREAS** Section 9 of the *Municipal Act 2001*, S.O. 2001 c. 25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

**AND WHEREAS** Section 227 of the *Municipal Act 2001*, S.O. 2001 c. 25 provides, among other matters, that it is the role of officers and employees of the municipality to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions;

**AND WHEREAS** Council may, pursuant to Section 23 of the *Municipal Act 2001*, S.O. 2001 c. 25, delegate its powers, duties and functions subject to the limitations as set out in the *Municipal Act 2001* and any other applicable Act(s) in order to maximize administrative and operational efficiency;

**AND WHEREAS** Council passed By-law 73-22, the Delegation of Authority By-law, on June 28, 2022;

**AND WHEREAS** on February 11, 2024, Council approved an amendment to the delegation of authority By-law through By-Law 52-24;

**NOW THEREFORE THE COUNCIL OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

1. That the "Planning and Development" section of Schedule A of By-law 73-22, as amended, be repealed and replaced with Schedule A of By-law 08-25

**READ** a first and second time, this 11<sup>th</sup> day of February, 2025.

**READ** a third time and finally passed in Council, this 11<sup>th</sup> day of February, 2025.

**THE CORPORATION OF THE COUNTY OF BRANT**

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David Bailey, Mayor

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Spencer Pluck, Deputy Clerk

# Planning and Development

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
General Responsibilities	To amend, rescind corporate administrative policies and procedures, Guidelines, and Terms of References consistent with the departments mandate.	Ability to approve, amend, and rescind corporate administrative policies and procedures, Guidelines, and Terms of References consistent with the departments mandate.  Amendments which alter the substance of Council approved policies, procedures, or terms of reference are not permitted.	General Responsibilities	To amend, rescind corporate administrative policies and procedures, Guidelines, and Terms of References consistent with the departments mandate.
Cash-in-Lieu of Parking  Official Plan provides for a Cash in Lieu of Parking policy.	Application to pay the County cash in lieu of providing parking required in accordance with the County of Brant Zoning ByLaw.	Staff is delegated the authority to negotiate and execute Cash in Lieu of Parking agreements subject to the applicable policies.	Development Services  Municipal Solicitor  GM Operations	GM Development Services  Director of Development Planning

<b>Type of Authority / Legislative Authority</b>	<b>Matter to be Approved</b>	<b>Terms, Conditions and Limitations</b>	<b>Commenting Departments as applicable</b>	<b>Authority Delegated to:</b>
Cash-in-Lieu of Parkland  Official Plan provides for a Cash-in-Lieu of Parkland Policy and Parkland-Dedication By-law	Application to pay the County cash in lieu of providing parkland required in accordance with the County of Brant Parkland Dedication By-law.	To approve, as a condition of development, the conveyance of land, cash-in-lieu of conveyance of parkland, or combination thereof for park or other recreational purposes whichever option, in the opinion of the General Manager, Recreation, Cultural and Facility Services, or the Manager, is appropriate and in compliance with the applicable Official Plan policies and the Parkland Dedication By-law. Authorized not to accept conveyance of land that is considered not suitable for use as parkland.	Development Services GM Community Services  Manager of Parks and Forestry	GM Development Services  GM Community Services
Pre-Servicing Agreements  MA 2001, s. 9, 10, 23.2	Pre-Servicing Agreements for development projects which are approved or have received draft plan approval.	Agreement to be in a form satisfactory to the GM Operations GM of Development Services, and Municipal Solicitor.  All permit, legal fees or other costs as determined by the County from time to time shall be paid.	GM of applicable departments  Municipal Solicitor GM Operations  Development Services	GM Development Services  Director of Development Planning  Director of Development Engineering

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Site Plan Control</p> <p><i>Planning Act, R.S.O. 1990, c. P.13 (hereinafter "PA") s. 5(1) and s. 41</i></p> <p><i>County of Brant Site Plan Control By- Law</i></p>	<p>Site Plan Control Applications and Agreements</p>	<p>Delegated authority is related to any development subject to s. 41 of the <i>Planning Act</i> R.S.O. 1990, and includes:</p> <p><i>Scheduling and undertaking consultation on behalf of the municipality before an applicant may submit plans and drawings for approval (ss. 41(3.1))</i></p> <p><i>Issuing a notice of a complete application or refusal of an incomplete application (ss. 41(3.5) and (3.6))</i></p> <p><i>Defining an authorized person for the purposes of the County of Brant Site Plan Control By-Law and as referred to in ss.41(4.0.1)</i></p> <p><i>Approval of any plans or drawings under s. 41(4)</i></p> <p><i>Determining any conditions to the approval of the required plans and drawings under s.41(7)</i></p> <p><i>Determining the need for a site plan application in an area prescribed by O. Reg. 254/23 that may otherwise be exempt by the County of Brant Site Plan Control By-Law</i></p> <p><i>Determining the scope of pre-consultation required for a minor site plan application under the authority of the County of Brant Site Plan Control By-Law.</i></p>	<p>As determined through pre-consultation circulation or a standard list of requirements</p>	<p>CAO</p> <p>GM Development Services</p> <p>Municipal Solicitor</p> <p>Director of Development Planning</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
		<p><i>Negotiation, preparation, review, approval, conditional approval, execution of, and amendment of any agreement referred to under ss.41(7) and further described in the County of Brant Site Plan Control By-Law.</i></p> <p><i>Registration of any agreement on title of the applicable property through the office of the Municipal Solicitor, including the release of any agreement from title</i></p> <p><i>Granting an extension for the completion of criteria prescribed by the Site Plan Control agreement.</i></p> <p><i>Determining penalties applicable under s. 67 for any contravention of the conditions of an applicable site plan agreement under s. 41. Subject to limitations in the Municipal Act</i></p>		
<p>Temporary Sales Office</p> <p>MA, 2001, s. 9, 10, 23.2</p>	<p>Agreement for structure.</p>	<p>Ensure access for fire trucks and provision of water supply / hydrants for fire protection.</p> <p>Timing:</p> <ul style="list-style-type: none"> <li>- One year is sufficient, can be extended if required.</li> </ul>	<p>Development Services</p> <p>GM Operations</p>	<p>Chief Building Official</p> <p>Deputy Chief Building Official</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
Community Improvement Plan Agreements MA, 2001, s. 9, 10, 23.2 PA, sections. 5(1), 28(7), 41	Execution of CIP Agreements.	Amendments to existing agreements to be limited to non- financial or other minor conditions. Consideration given to County concerns, requirements, and issues.	Development Services CAO Municipal Solicitor	GM Development Services CAO GM Strategic Initiatives Municipal Solicitor Director of Development Planning
Development Agreements Part Lot Control Agreements Severance Agreements Easement Agreements Subdivision Agreements PA s. 5(1), 41, 50, 51(26), 53(12)	Authority to negotiate, review, prepare, execute, administer, and have registered these agreements for the purpose of expediting the development approval process. Part Lot Control Applications.	Form and Substance to be to the satisfaction of the Municipal Solicitor. Approval of Agreements for new applications. Ability to release development agreements from title of properties subject to all conditions and County standards being met.	Development Services CAO Municipal Solicitor	GM Development Services Director of Development Planning CAO Municipal Solicitor Director of Development Engineering

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
Release of Financial Securities	Provide County Staff the ability to retain, reduce, and release securities related to Development Agreements.	<p>Ability to retain, reduce, and release securities related to Development Agreements subject to all conditions and County standards being met.</p> <p>Ability to approve the release or partial release of financial securities related to Development Agreements provided that all conditions and County Standards for which the securities are held are met.</p>	<p>Development Services CAO Municipal Solicitor</p>	<p>GM Development Services Director of Development Planning CAO Director of Development Engineering</p>
Reduction or Waiver of Application Fees	Reduce or waive development application fees.	Ability to reduce or waive application fees for development applications that are for a minor or technical nature.	<p>Development Services CAO</p>	<p>GM Development Services Director of Development Planning CAO Director of Development Engineering</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Plans of Subdivision and Condominium Plans approved by Council</p> <p>PA, s. 51 (58)</p>	<p>Authority to review, administer, have registered, and approve these plans for the purpose of expediting the development approval process.</p> <p>Redline Revisions (minor amendments) to Draft Plan of Subdivisions /Condominiums.</p> <p>Ability to draft, amend, and approve conditions related to Plan of Subdivisions and Plan of Condominiums.</p>	<p>Sign final plans of subdivision and final plans of condominium for the purpose of indicating that final approval has been granted by the approval authority and is acceptable for registration.</p> <p>Grant extensions of draft approved Plans of Subdivisions and Plans of Condominium.</p> <p>Change the conditions of draft approved Plans of Subdivision and draft approved Plans of Condominium.</p> <p>Ability to draft, amend, and approve conditions related to Plan of Subdivisions and Plan of Condominiums.</p>	<p>Development Services</p> <p>CAO</p> <p>Municipal Solicitor</p> <p>Director of Development Engineering</p> <p>GM of Operations</p> <p>GM of Community Services</p>	<p>GM Development Services</p> <p>Director of Development Services</p> <p>Director of Development Engineering</p> <p>CAO</p>
<p>Applications for Official Plan Amendment and Plans of Subdivision, and</p>	<p>Only to refuse to accept or further consider such applications until it is deemed complete.</p>	<p>Refusal to accept or consider further as not deemed complete.</p>	<p>Development Services</p> <p>CAO</p> <p>Municipal Solicitor</p>	<p>GM Development Services</p>

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
Consent Applications PA, s. 5(1), 2(6),51(19), 53(4)				Director of Development Planning CAO
Appeal to <b>OLT</b> PA, s. 5(1)	To lodge appeals prior to the end of an appeal period for a planning application.	Appeal to be based on the principles of sound planning reasons, subject to the appeal being confirmed by Council at the following Council session.	Development Services CAO Municipal Solicitor	GM Development Services Director of Development Planning CAO Municipal Solicitor
Conditional Building Permit Building Code Act, S.O. 1992, c. 23, as am.	Authority to enter into an agreement for a Conditional Building Permit.  The authority to negotiate, prepare, execute, administer, and have registered such Agreements.	The CBO has discretion to issue a Conditional Building Permit where unreasonable delays would occur if same is not granted.	Development Services CBO Development Services CAO Municipal Solicitor	CBO Director of Development Engineering

<b>Type of Authority / Legislative Authority</b>	<b>Matter to be Approved</b>	<b>Terms, Conditions and Limitations</b>	<b>Commenting Departments as applicable</b>	<b>Authority Delegated to:</b>
Approval of Final Acceptance and Assumption of Subdivision Works PA, s. 5(1) ands. 51(25) and applicable Subdivision agreement(s)	Final Acceptance and Assumption of Subdivision Works. Assumption of Infrastructure.	Final acceptance and assumption of subdivision works to be reviewed-all applicable departments to be notified of the request for final acceptance and assumption seeking their review, comments, objections, and recommendations.	Development Services CAO Municipal Solicitor Applicable Departments	GM Development Services Director of Development Planning Director of Development Engineering
CD-18-77 Approved by Council on September 25, 2018	Development & Engineering Standards Updates.	This authority would be relative to the approval of updates to a portion(s) of the "Standards", noting that if a holistic overhaul of the entire "Standards" would require Council approval.	All applicable Departments	GM of Operations
Condo Exemptions Condominium Act, 1998, S.O. 1998,	Exemption from the condominium process. Condominium exemptions, Standard  Condominiums, and  Common Element Condominiums.	Subject to the following criteria:  - Prior site plan approval within one (1) year and paid parkland dedication fee.	Development Services	GM Development Services Director of Development Planning CAO

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
General	Lifting of reserves.	Lifting of 0.3 metre reserves included in approved planning applications when approved conditions are met.	Director of Development Engineering	Director of Development Planning  GM of Development Services
<p>Environmental Approvals Applications</p> <p>Ontario Water Resources Act, R.S.O. 1990, c. O.40</p> <p>Environmental Protection Act, R.S.O. 1990, c. E.19</p> <p>Safe Drinking Water Act, 2002, S.O. 2002, c. 32</p> <p>Clean Water Act, 2006, S.O. 2006, c. 22</p> <p>MA, 2001, s. 23.2</p>	Authority to sign applications for Environmental Approvals.	The General Manager, Operations as arranged with the Ministry of the Environment, Conservation and Parks, individually are delegated the authority to grant approvals pursuant to the applicable sections of the Ontario Water Resources Act.	Development Services  Director of Environmental Services And other applicable-Departments to advise.	GM of Operations

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Minor By-Laws (Lifting of Holding Provisions "h")  PA, s. 39.2 and s. 36</p>	<p>Lifting of Holding Provisions.</p>	<p>Authorization to approve applications for lifting of Holding Provisions provided that the prescribed conditions for the Holding Provision have been met.</p> <p>Lifting of Holding Provisions shall be reported to the appropriate Standing Committee at least once in each calendar year.</p> <p>Amendments which alter the substance or intent of the Council approved bylaws are not permitted.</p> <p>In compliance with the Municipal Act, 2001, and Planning Act</p>	<p>Development Services  Operations</p>	<p>GM Development Services  Director of Development Planning  Supervisor of Development Planning</p>
<p>Minor By-Laws (Surplus Farm Dwelling Zoning)  PA s. 39.2 and s. 34</p>	<p>Surplus Farm Dwelling Severances, Minor Boundary Adjustments (Lot Line) and Zoning to address Agricultural Lot Area/Frontage deficiencies.</p>	<p>Relates only to zoning applied to prohibit a dwelling or any residential use on the remnant parcel created through severance of a surplus farm lot.</p> <p>Applicable public consultation to be held in conjunction with the consent application to which the zoning will apply.</p> <p>Automatic zoning permissions to be facilitated through the consent process provided specific parameters, as outlined in the Zoning By-Law can be met.</p> <p>Amendments which alter the substance or intent of the Council approved bylaws are not permitted. In compliance with the Municipal Act, 2001, and Planning Act</p>	<p>Development Services</p>	<p>GM Development Services  Director of Development Planning  Supervisor of Development Planning</p>

<b>Type of Authority / Legislative Authority</b>	<b>Matter to be Approved</b>	<b>Terms, Conditions and Limitations</b>	<b>Commenting Departments as applicable</b>	<b>Authority Delegated to:</b>
Minor By-Laws (Temporary Use By-Laws Extension)  PA, s 39.2 and s. 39	Extension of temporary use By-Laws.	Provided the applicant has fulfilled conditions as set out in any applicable agreement, the temporary use may be extended by a period of no more than 3 years at a time.  Amendments which alter the substance or intent of the Council approved bylaws are not permitted.  In compliance with the Municipal Act, 2001, , and Planning Act	Emergency and Protective Services  Development Services  Others as may be applicable based on the nature of the temporary use.	GM Development Services  Director of Development Planning  Supervisor of Development Planning
Heritage (Alteration, Erection, Demolition or Removal)  Ontario Heritage Act (“OHA”), ss. 33(15) and ss. 42(16)	Consent to alterations of property designated under s. 29 of the OHA.  Permits for the alteration, erection, demolition, or removal of any building, including any heritage attribute, designated under Part V of the OHA.	Provided the applicant has provided all required material for consideration, an application may be deemed complete, a decision made, and a permit granted after consultation with the Municipal Heritage Committee.  Permits under the Building Code may be issued by the CBO upon written approval from the delegated authority.  A report will be provided to the Municipal Heritage Committee and Council at the end of each calendar year to provide an update on alterations that have been made to designated properties.	Arts, Culture and Heritage Officer  Municipal Heritage Committee  Development Services	GM Development Services  Manager of Policy Planning

Type of Authority / Legislative Authority	Matter to be Approved	Terms, Conditions and Limitations	Commenting Departments as applicable	Authority Delegated to:
<p>Tower Applications</p> <p>Towers are federally regulated by Innovation, Science, and Economic Development Canada (ISED). As part of the tower approval process, applicants are required to consult with the relevant land use authority to discuss local preferences regarding antenna system siting and/or design.</p> <p>Radiocommunication Act (R.S.C., 1985, c. R-2)</p> <p>Client Procedures Circular CPC-2-0-03, <i>Radiocommunication and Broadcasting Antenna Systems</i>, issue 6</p>	<p>Issuance of concurrence letter for towers that meet the County of Brant Telecommunication Tower Protocol (DVS-2025-001, as may be amended or replaced)</p>	<p>Provided the applicant has submitted all required studies/reports, and the proposed tower is consistent with the County's Communication Tower and Antenna System Protocol.</p>	<p>Development Services</p>	<p>General Manager of Development Services,</p> <p>Director of Development Planning</p>

**BY-LAW NUMBER 09-25**

-of-

**THE CORPORATION OF THE COUNTY OF BRANT**

To provide for drainage works in the County of Brant (Rathbun  
Municipal Drain)

**WHEREAS** the Council of the Corporation of the County of Brant has appointed Streamline Engineering Inc., by resolution to prepare a report to provide a minor improvement and relocation of the existing Rathbun Municipal Drain in accordance with Section 78(5) of the Drainage Act, R.S.O. 1990;

**AND WHEREAS** the Council of The Corporation of The County of Brant has procured a report under Sections 78(5) of the Drainage Act, R.S.O. 1990, as amended, Chapter D.17, Streamline Engineering Inc., dated January 6, 2025, attached hereto as Schedule "A" and forming part of this by-law;

**AND WHEREAS** the estimated total cost to prepare the report for the drainage works is fifty-six thousand, five hundred dollars (\$56,500.00);

**AND WHEREAS** fifty-six thousand, five hundred dollars (\$56,500.00) is the amount to be contributed by the municipality for the County land and road portions of the drainage works;

**AND WHEREAS** the Council is of the opinion that the proposed works are required;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT** enacts as follows:

1. **THAT** the report prepared by Streamline Engineering Inc. dated January 6, 2025, and attached hereto as Schedule "A" is hereby adopted
2. **AND THAT** the Corporation of the County of Brant may borrow on the credit of the corporation the amount of \$56,500.00 being the amount necessary for the preparation and construction of the report
2. **AND THAT** for paying the amount of \$56,500.00 being the amount assessed upon the lands and roads within the municipality, a special rate sufficient to pay the amount assessed, plus interest thereon, shall be levied upon the whole rateable properties in The Corporation of The County of Brant for one (1) year after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected
3. **AND THAT** the Corporation of the County of Brant may arrange the issue of debentures for the amount borrowed less the total of:
  - (a) grants received under Section 85 of the Drainage Act
  - (b) commuted payments made in respect of lands and roads assessed within the municipality
  - (c) moneys paid under Section 61(3) of the Drainage Act
  - (d) money assessed in and payable by another municipality, and such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a

rate not higher than the rate charged by Infrastructure Ontario on the date of sale of such debenture.

And such debentures shall be made payable within ten (10) years from the date of the debenture and shall bear interest at the rate prevailing at the time the debenture(s) is/are sold by the County of Brant.

- 4. **THAT** all assessments of One Thousand Dollars (\$1000.00) or less are payable in the first year in which the assessment is imposed.
- 5. **THAT** this by-law comes into force on the passing thereof and may be cited as the Simmons-Hopkins Municipal Drain.

**READ** a first and second time and provisionally adopted, this 11<sup>th</sup> day of February, 2025.

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
David Bailey, Mayor

\_\_\_\_\_  
Spencer Pluck, Deputy Clerk

**READ** a third time and finally passed in Council, this \_\_\_ day \_\_\_ of 2024.

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
David Bailey, Mayor

\_\_\_\_\_  
Sunayana Katikapalli, Clerk

Engineer's Report

# RATHBUN MUNICIPAL DRAIN RELOCATION 2025

County of Brant



January 6, 2025

To the Mayor and Members of Council of the County of Brant,

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Streamline Engineering is pleased to present our accompanying report for the Rathbun Municipal Drain Relocation 2025.

This report recommends the construction of approximately 301m of municipal tile drain to relocate the existing drain on Lot 11, Concession 7 of Ward 4 to avoid existing and proposed buildings and infrastructure.

A summary of the assessments for the project are as follows:

Privately Owned Agricultural – Grantable	\$	56,500
<b>Total Estimated Assessments</b>	<b>\$</b>	<b>56,500</b>

We appreciate the opportunity to provide services to the County of Brant and we trust that this report meets the requirements of the County of Brant.

Respectfully submitted by,

Streamline Engineering Inc.



Trevor Kuepfer, P. Eng.  
Project Engineer

A handwritten signature in black ink that reads 'Cody Kuepfer'.

Cody Kuepfer, C.Tech.  
Civil Technologist

## Table of Contents

1	Project Background .....	1
1.1	Existing Conditions.....	1
1.2	Project Authorization .....	1
1.3	Municipal Drain History .....	1
1.4	Site Visit.....	1
2	Design Process and Engineering Considerations .....	2
2.1	Design Considerations.....	2
3	Proposed Work.....	2
3.1	Recommendations.....	2
4	Project Costs.....	2
4.1	Project Cost Estimate, Assessment, and Grant .....	2
5	Future Considerations.....	3
5.1	Maintenance.....	3
5.2	Drain Abandonment .....	3

## List of Schedules

Schedule A – Project Cost Estimate

## Appendices

Appendix A Construction Specifications

Appendix B Drawings

# 1 Project Background

## 1.1 Existing Conditions

The project is located in the County of Brant, and is on Lot 11, Concession 7 of Ward 4. The existing Rathbun Municipal Drain on this property consists of 350mm (14") dia. and 250mm (10") dia. concrete tile. Currently, a portion of the existing drain is located underneath existing agricultural infrastructure. Furthermore, the property owner is planning on constructing a barn and the proposed location of the barn is also overtop of the existing municipal drain.

## 1.2 Project Authorization

This report has been prepared in response to appointment by the County of Brant, dated December 17, 2024 to provide a minor improvement to the Rathbun Municipal Drain in accordance with Section 78(5) of the Drainage Act, R.S.O. 1990.

## 1.3 Municipal Drain History

Streamline Engineering conducted a review of all the historical documentation available in the County of Brant office regarding the applicable portions of the Rathbun Municipal Drain.

The municipal drain report relevant to this project was an improvement made to the Rathbun municipal drain under a report by McDowell and Jewitt in 1964. This report provided for approx. 2400m of tile improvement as well as a crossing of Highway 53. Work took place on Lots 9 and 10, Concession 6 and Lots 10 and 11, Concession 7.

## 1.4 Site Visit

A site visit was conducted at the onset of this project at 95 7<sup>th</sup> Concession Road, Harley, ON. The following were present at the meeting.

Rieni Van Deelen	Property Owner
Wes Donker	Property Representative
Trevor Kuepfer	Streamline Engineering
Cody Kuepfer	Streamline Engineering

Rieni and Wes discussed the location of the proposed barn as well as the approx. location of the existing municipal drain. They expressed interest in rerouting the drain to avoid all buildings and infrastructure on the property and mentioned the time sensitivity in completing such a relocation to allow for construction activities to begin as soon as reasonably possible. They mentioned that their preference would be for the drain alignment be located close to the east property line to avoid all existing and proposed buildings.

## Minor Drain Improvement Validity

At this site visit, it was confirmed by the Engineer that this project satisfies the required criteria to be considered a minor improvement to a drainage works as outlined in Ontario Regulation 500/21 subsection 7(1).

## 2 Design Process and Engineering Considerations

### 2.1 Design Considerations

#### Tile Drain

The tile system has been designed to maintain the capacity of the existing drainage system.

## 3 Proposed Work

### 3.1 Recommendations

Streamline Engineering recommends rerouting the municipal drain as noted on the accompanying drawings, installing one junction box and approx. 301m of 300mm (12") dia. pipe and all necessary connections.

This design satisfies the requirements outlined in Ontario Regulation 500/21 subsection 7(1) for the project to be considered a minor drain improvement.

## 4 Project Costs

### 4.1 Project Cost Estimate, Assessment, and Grant

The total project cost is estimated to be **\$ 56,500**. This cost includes estimated construction costs, administrative costs, an allotment for contingency costs, net HST, interest charges, etc. Schedule A – Project Cost Estimate details a breakdown of all of the estimated costs anticipated for this project.

All costs associated with this project are to be assessed to the Hog Farm Van Deelen Ltd property.

Under the authorization of Section 85 of the Drainage Act, properties may be eligible for an OMAFRA grant for up to 1/3 of their property assessment. Grant eligibility is determined by the OMAFRA Agricultural Drainage Infrastructure Program (ADIP) and a property is required to be used for agricultural purposes and have a Farm Property Tax Class rate in order to be eligible for the grant under this program. The County of Brant will be required to apply for this grant upon the completion of this project.

The 1/3 OMAFRA grant is anticipated to apply to the Hog Farm Van Deelen Ltd property, resulting in the net cost assessed to the owner of approximately **\$37,700**.

## 5 Future Considerations

### 5.1 Maintenance

The County of Brant shall utilize the Rathbun Municipal Drain 1964 report by McDowell and Jewitt to divide any maintenance costs using the same relative proportions until such time that the maintenance schedule is changed under the relevant process in the Drainage Act.

### 5.2 Drain Abandonment

Section 19 of the Drainage Act provides the Engineer the ability to abandon any drain or part that is no longer useful or is being supplanted by a new drainage works. The existing Rathbun Municipal Drain from 1964 Report on Lot 11, Concession 7 shall be considered abandoned and cease of having Municipal Drain status following the construction of the proposed drain.

## Project Schedules

<b>Rathbun Drain Relocation</b>				
<b>Item No.</b>	<b>SP No.*</b>	<b>Description</b>	<b>Approx. Quantity</b>	<b>Est. Cost</b>
A1	1	Pre-Construction Meeting, Mobilization, De-Mobilization.	LS	\$3,000
A2	2	Supply 19mm (¾") clear crushed stone.	130 tonne	\$3,900
A3	3	a) Supply 900mm x 1200mm concrete JB.	LS	\$1,800
		b) Install JB (Sta. 0+000).	LS	\$1,500
A4	4	Connection of ex. 350mm concrete tile to proposed JB with 375mmØ HDPE pipe (320 kPa) as specified.	LS	\$500
A5	5	a) Supply 6m of 300mm dia. solid, bell & spigoted HPDE pipe (320 kPa) with one 45 degree HDPE elbow with plain ends.	LS	\$400
		b) Install HDPE pipe and 45 degree elbow via excavator on 19mm clearstone bedding as specified (Sta. 0+000 to 0+006).	LS	\$400
		c) Supply 300mm dia. concrete tile (2000D) and required geotextile.	295 m	\$8,100
		d) Install concrete tile via excavator (Sta. 0+006 to 0+301).	295 m	\$17,300
<b>SUBTOTAL - Rathbun Drain Relocation</b>				<b>\$36,900</b>
<b>Provisional Costs</b>				
These costs are included to account for construction activities that may or may not be required at the time of construction.				
<b>Item No.</b>	<b>SP No.*</b>	<b>Description</b>	<b>Approx. Quantity</b>	<b>Est. Cost</b>
P1	6	Tile connections into the proposed drain with core drilled hole and coupler.		
		a) 100mm dia. Connection	2 ea.	\$400
P2		Contingency Allowance	LS	\$3,000
<b>SUBTOTAL - Provisional Costs</b>				<b>\$3,400</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$40,300</b>

\*SP No. refers to the Special Provisions - Project Specific Construction Specification associated with the item

<b>SUMMARY OF COSTS</b>	
<b>Construction</b>	
Total estimated cost of construction	\$40,300
<b>Administration</b>	
Public meetings, survey, design and drafting, preparation of cost estimates, drainage report preparation, presentation at the Consideration of the drainage report	\$7,500
Contractor procurement, contract administration and construction review	\$6,000
Miscellaneous project expenses (i.e. printing, permitting fees, mileage, estimated interest charges, net HST, etc.)	\$2,700
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$56,500</b>

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

These estimates do **not** include costs to defend the Drainage Report should appeals be filed with the Court of Revision, Drainage Tribunal, and/or Drainage Referee.

Appendix A  
Construction Specifications

## Table of Contents

1	Special Provisions.....	1
1.1	Working Space and Access Routes.....	1
1.2	Utilities.....	1
1.3	Anticipated Soil Conditions.....	1
1.4	Agency Project Requirements.....	1
1.5	Project Specific Construction Specifications.....	2
	SP1 Pre-Construction Meeting, Mobilization, and De-Mobilization.....	2
	SP2 Supply 19mm (¾ inch) Diameter Clearstone.....	2
	SP3 Structure Installation.....	2
	SP4 Connection of Existing Municipal Tile to Junction Box.....	3
	SP5 Tile Installation.....	3
	SP6 Tile Connections.....	5
2	General Requirements.....	6
2.1	Periodic and Final Construction Review.....	6
2.2	Existing Conditions.....	6
2.3	Benchmarks and Temporary Construction Markers.....	6
2.4	Material Specifications.....	6
2.5	Iron Bars.....	7
2.6	Pollution.....	7
2.7	Fences.....	7
2.8	Livestock and Standing Crops.....	7
2.9	Material Disposal.....	8
2.10	Removal of Large Stones and Rock.....	8
2.11	Damage by Vehicles and Other Equipment.....	8
2.12	Equipment and Material Staging.....	8
2.13	Deficient Items.....	8
2.14	Construction Document Errors.....	8
2.15	Alterations to Work.....	9
2.16	Liquidated Damages.....	9
2.17	Sub-Contractors.....	9
2.18	Payment.....	9
2.19	Project Completion/Substantial Performance.....	10
2.20	Statutory Holdback.....	10
2.21	Warranty Holdback.....	10
2.22	Tests.....	10
2.23	Species at Risk.....	11
2.24	Weather.....	11
2.25	Dewatering.....	11

APPENDIX A – CONSTRUCTION SPECIFICATIONS

2.26 Erosion and Sediment Control ..... 11

2.27 Seeding ..... 12

3 General Specifications for Tile Drains..... 12

3.1 Alignment..... 12

3.2 Profile..... 12

3.3 Trench Crossings ..... 13

## 1 Special Provisions

Special Provisions are directions specific to this project. A project specific specification is included in the Special Provisions for each line item bid for the project. Should a discrepancy be noted between the Special Provisions and General Conditions/Specifications, the Special Provisions shall take precedence.

### 1.1 Working Space and Access Routes

The Contractor shall be entitled to undertake work and stage construction equipment/materials in the following working areas:

- A 20m working space on the Hog Farm Van Deelen Ltd property for the proposed tile drain.

The Contractor shall be entitled to utilize the following access routes, which shall be a maximum 6m in width:

- Access Route #1 – From driveway on south side of 7<sup>th</sup> Concession Road at 95 7<sup>th</sup> Concession Road, Harley, ON.

The Contractor shall obtain approval from the Contract Administrator and relevant property owner prior to exceeding the noted working spaces, or if they wish to use an alternative access route. The Contractor shall be responsible for any damages to lands, crops, etc. outside of the specified working areas or access routes.

### 1.2 Utilities

No utilities investigation was undertaken prior to construction for this project.

All public and private utilities shall be located by the Contractor prior to the construction of the proposed drain. If required by the specific utility, the Contractor shall be responsible to coordinate for a representative of the utility to be on-site during the relevant construction works.

### 1.3 Anticipated Soil Conditions

No soils investigation was completed for this project, however based on the soils observed from the excavation on site soils are generally expected to be clayey with a small amount of stones.

### 1.4 Agency Project Requirements

There are no agency requirements for this project.

## 1.5 Project Specific Construction Specifications

### SP1 Pre-Construction Meeting, Mobilization, and De-Mobilization

The Contractor shall not complete any construction activities prior to an executed Contract being completed, as well as confirmation of their anticipated construction start date with the Contract Administrator.

The Contractor shall be responsible to notify all property owners, the Drainage Superintendent and Contract Administrator and conduct a pre-construction meeting prior to the commencement of any construction activities. A minimum 48 hours' notice shall be provided by the Contractor.

Furthermore, this item covers the Contractor's costs associated with facilitation and attendance at the pre-construction meeting, the transportation and/or accommodation (meals and lodging) of labour, equipment, offices, conveniences, and other items not required to form part of the permanent works and not covered by other items in the Schedule of Unit Prices. This line item shall only apply to the first/ primary mobilization/demobilization required to fulfill the Contract. Additional mobilization costs will not be paid if the Contractor chooses to leave the site on their own accord following the initial mobilization. However, if at the discretion of the Contract Administrator a situation warrants the Contractor to demobilize from site to complete the remainder of the work at a later date, the costs associated with this may be negotiated with the Contract Administrator and paid as an extra item.

Payment at the Lump Sum price set out in the schedule of unit prices for the pre-construction meeting, mobilization and demobilization will be made as follows:

- 25% payable following the pre-construction meeting.
- 50% payable following the first mobilization.
- 25% payable on the Substantial Performance of the Contract.

### SP2 Supply 19mm (¾ inch) Diameter Clearstone

For the unit price bid per tonne, the Contractor shall supply 19mm (¾ inch) dia. clear crushed stone. This unit price shall be used as payment for **all** 19mm clear crushed stone installed for this project.

The Contractor shall provide tickets and/or adequate supporting documentation to the Contract Administrator to support the quantity of clearstone proposed to be paid.

### SP3 Structure Installation

The proposed junction box shall be manufactured with cored holes, knockouts, and sumps as per the applicable structure details, and shall be installed as oriented on any applicable detail drawings. The Contractor shall include the cost to complete all necessary tile connections c/w parging on the interior and exterior of the proposed structure as part of the associated line item.

Junction boxes shall have a minimum 150mm thick reinforced concrete lid and shall have a minimum 450mm of cover.

All structures shall be placed on either firm native material, or if necessary, 19mm clearstone bedding. All structures shall be levelled by the Contractor to the satisfaction of the Contract Administrator. Excavated subsoil material may be used by the Contractor as backfill surrounding the catchbasins, however the Contractor shall be responsible to address any settlement around the structure during the warranty period.

#### **SP4 Connection of Existing Municipal Tile to Junction Box**

The Contractor shall install this connection via excavator on a 19mm clearstone bedding and the stone shall be paid out based on the bid unit price in the Tender and not included in the bid of this line item. The Contractor shall ensure that all connections are properly supported to prevent settlement underneath connections. The Contractor shall be responsible for any damage to the tiles throughout the warranty period.

For the connection of the existing 350mm concrete tile on the upstream side of the proposed junction box, the Contractor shall supply and install a minimum of 3m of 375mm solid HDPE pipe (320 kPa). The joint between the existing concrete tile and the proposed pipe shall be butt jointed and double wrapped with a minimum 300mm width of geotextile. The downstream end of the HDPE pipe to be connected into the junction box at 0+000.

For the connection of the existing 350mm concrete tile on the downstream side of the proposed junction box the Contractor shall salvage existing tile lengths of the concrete tile during the installation of the junction box. The existing concrete tile lengths shall be re-used to complete the connection to the junction box. The tile should be firmly butt jointed to the adjacent concrete tile, the joint wrapped with geotextile, and the tile cut to be flush with the inner wall of the junction box, all to the satisfaction of the Contract Administrator.

All existing municipal tile destroyed in the making of these connections shall be disposed of offsite by the Contractor.

#### **SP5 Tile Installation**

All concrete tile shall be 2000D strength. All HDPE pipe shall be solid dual-wall (i.e. smooth inner wall) pipe with a minimum 320 kPa stiffness at 5% deflection.

##### **Topsoil Stripping**

Prior to the installation of the new tile, in all locations the Contractor shall strip a minimum 4m width of topsoil from the area of the proposed tile trench. The topsoil shall be stockpiled separately from the subsoil material.

Where the tile installation exceeds the maximum digging depth of the Contractor's excavator, they shall lower the surface grade in order that the excavator may dig to the correct depth. The Contractor shall complete any additional stripping required to facilitate the work. The Contractor shall consider the additional stripping and excavating required in their bid of the associated line item.

### **Trenching**

All trenching shall be carried out with an excavator and the pipe shall be installed with 19mm clearstone bedding and backfill as per the accompanying details. The minimum trench shall be equal to the outside diameter of the pipe plus 100mm on each side of the pipe. The maximum trench width shall be equal to the outside diameter of the pipe plus 300mm on each side of the pipe.

### **Concrete Tile Installation**

The concrete tiles shall be laid carefully so that successive tiles align both horizontally and vertically as firmly as possible and at a regular grade and alignment in accordance with the drawings. The maximum acceptable gap between any tiles shall be 10mm. Any ground/debris along the edges, faces, or inside of the tile shall be scraped off by the Contractor prior to the tile being laid. If requested by the Contract Administrator, the Contractor shall use a concrete saw to cut the edges of any concrete tile to bevel the tile and minimize the gap between the butt joints at a turn in the proposed drain.

The Contractor shall wrap all concrete tile joints with RM-150 (4 oz.) non-woven geotextile or approved equivalent centered on the tile joints with a minimum 300mm width.

### **Backfilling**

Once sufficient time has been given for the Contract Administrator to verify the elevation of the tile, backfilling of the trench may commence. The tile installation trench shall be backfilled by the Contractor at the end of each working day. Clean native material free of stones greater than 150mm in diameter and organic material shall be used within 300mm of the proposed tile. In cases, where in the opinion of the Contract Administrator the backfill material is too stony to be used as backfill around the tile, the Contractor shall use 19mm clear stone as backfill up to 150mm overtop of the tile. The Contractor shall take care to ensure that the area between the tile and the trench wall is backfilled as to avoid any voids between the tile and the trench wall. The remainder of the trench may be backfilled with the remaining native material.

### **Topsoil Restoration**

Following backfilling with the native material, the topsoil shall be replaced to the satisfaction of the Contract Administrator. The trench shall be mounded to allow for the settlement of the backfill material to ensure that no depression remains after settling has occurred, and conversely that the trench can be easily cultivated with ordinary farm equipment without causing undue hardship to the farm machinery and farm personnel.

Under no circumstances shall frozen topsoil be levelled or placed over top of the drain. If the Contractor elects to install the drain during winter months, the Contractor shall return to the site and level the topsoil when conditions are appropriate. No additional mobilization charges shall be made for returning the site to complete the levelling of topsoil.

### **Tile Installation Specifics**

The proposed drain shall be bid and installed considering information highlighted in the table below:

Station Range	Comments
0+000 to 0+006	<ul style="list-style-type: none"> <li>• Tile shall be installed via excavator on stone bedding as per the Drain Installation on Stone Bedding Detail.</li> <li>• The Contractor shall supply 6m of 300mm dia. HDPE pipe (320 kPa) with bell end and a 300mm dia. solid 45 deg. elbow with plain ends. The 45 deg. elbow shall be inserted into bell end of HDPE pipe at Sta. 0+006. The connection between the proposed 300mm dia. concrete tile and the proposed elbow shall be butt jointed and double wrapped with a minimum 300mm width of geotextile.</li> </ul>
0+006 to 0+301	<ul style="list-style-type: none"> <li>• Tile shall be installed via excavator on stone bedding as per the Drain Installation on Stone Bedding Detail.</li> <li>• At Sta. 0+301 the proposed concrete tile shall be butt jointed to the existing 250mm dia. concrete tile and double wrapped with a minimum 300mm width of geotextile. The existing catchbasin shall remain undisturbed in the making of this connection.</li> </ul>

All of the aforementioned work shall be included as part of the work of the associated tile installation line item. An extra payment will not be made for the stripping, stockpiling and replacing of topsoil.

The Contractor shall be responsible for any damage to the new tile throughout the warranty period.

**SP6 Tile Connections**

For the unit bid price, the Contractor shall provide all labour and material required to connect all any private drains encountered during construction to the proposed drain with appropriately sized agricultural tubing or approved equivalent (assuming a length of 6m or less). Initially the Contractor shall connect to the existing tile with an appropriate coupler or reducer. The connection shall be adequately supported with 19mm clear stone bedding and the stone shall be paid out based on the bid unit price in the Tender and not included in the bid of this line item. Connections directly to a length of tile shall be installed into the drain with a core drilled hole and manufactured HDPE tee/coupler fitting as per the detail in the accompanying drawings. Connections directly to a structure shall be into the appropriate opening/knockout provided, and parged on the interior and exterior of the structure.

The Contractor shall also cap the downstream end of the connected tile with an end cap, geotextile, or other item to the satisfaction of the Contract Administrator.

The Contractor shall be responsible for all tile connections made, or any missed tile connections over the course of the warranty period, and is required to rectify any deficiencies related to the connections.

## 2 General Requirements

### 2.1 Periodic and Final Construction Review

Periodic review of the construction works will be made by the Contract Administrator during the completion of the work. The Contract Administrator may order the Contractor to daylight any aspect of the work completed so that they may verify elevations, or review any other aspect of the work.

Regardless of whether or not the Contractor's work has been checked by the Contract Administrator, the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work.

Prior to demobilization and removal of equipment and materials from the site, the Contractor shall arrange an on-site final review of the work with the Contract Administrator. A minimum 48 hours' notice shall be provided by the Contractor.

### 2.2 Existing Conditions

The Contractor shall clean up and restore all disturbed areas to condition equal to or better than existing conditions using materials equal to or better than existing materials.

The Contractor shall maintain flow in all existing sewers, drains, ditches, watercourses, etc. as applicable.

### 2.3 Benchmarks and Temporary Construction Markers

The established benchmarks will govern the elevation of the proposed work and the Contractor shall verify the accuracy of benchmarks prior to completing any construction works. Any discrepancies shall be brought to the attention of the Contract Administrator immediately.

Both prior to and during construction, the Contract Administrator may set out temporary benchmarks, stakes, flags, or markers. The Contractor or property owner shall be held liable for the cost of re-establishing any destroyed benchmarks or temporary construction markers.

### 2.4 Material Specifications

Unless otherwise specified elsewhere in the Contract Documents the following specifications shall apply for the following construction materials.

- All concrete tile shall conform to the requirements of the most recent ASTM C412 specification for with a pipe strength of 2000D.
- All high-density polyethylene (HDPE) pipe shall be solid dual-wall (i.e. smooth inner wall) pipe with a minimum stiffness of 320 kPa at 5% deflection. The pipe joints shall be secured with either snap-on couplers for pipes up to and including 200mm in diameter, or split couplers for pipes larger

than 250mm in diameter, or gasketed bell and spigot joints, whichever is specified in the Contract Documents.

- All non-woven geotextile shall be RM-150 (4 oz), Terrafix 270R or approved equivalent unless specified elsewhere.
- 19mm (¾ inch) crushed clear stone shall be as per requirements in OPSS.MUNI 1004.

## 2.5 Iron Bars

The Contractor shall notify the Contract Administrator should they disturb an iron bar during construction so it can be replaced by an Ontario Land Surveyor. If, to the discretion of the Contract Administrator, the disturbance of the iron bar is due to negligence on the Contractor's behalf, the Contractor shall retain an Ontario Land Surveyor to replace the bar at their own expense.

## 2.6 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 the construction materials or equipment is caused to flow into the drain, the Contractor shall immediately follow the relevant spill reporting and cleanup protocols specified by the relevant governing body.

## 2.7 Fences

The Contractor will be permitted to remove fences to the extent necessary to allow for the construction of the drain. Unless specifically noted in the Contract documents, disturbed fences shall be restored in as good of condition as they were found. Fences should be handled in such a manner to prevent any unnecessary damage. Where feasible, cutting of the fence and subsequently patching the fence shall be avoided. The Contractor shall not leave any fence open when not working in the immediate area and shall replace the fence in a timely manner.

Fences damaged beyond repair as a result of the Contractor's negligence shall be replaced with new materials similar to the existing fence to the satisfaction of the Contract Administrator, and all costs incurred shall be at the Contractor's expense.

## 2.8 Livestock and Standing Crops

The Contractor shall notify all property owners with a minimum 48 hours' notice prior to removing a fence that may contain livestock, or prior to damaging to any standing crops. The Contractor shall be responsible for all loss or injury of livestock, or damage to crops if they fail to provide 48 hours' notice to the relevant property owner.

Following notification, the property owner shall be responsible to keep the livestock clear of the construction activities until all such activities have concluded.

## 2.9 Material Disposal

The Contractor is responsible to remove and dispose of all excess construction materials off-site prior to demobilizing from the site.

## 2.10 Removal of Large Stones and Rock

The Contractor shall haul all stones greater than 300mm in diameter that remain at the ground surface following construction to a location approved by the property owner or, if there is no suitable location, disposed of off-site. Extra costs for such stone relocation/removal shall be to the discretion of the Contract Administrator.

## 2.11 Damage by Vehicles and Other Equipment

Throughout all construction activities, the Contractor shall be responsible maintain all road surfaces impacted by the construction activities. This maintenance shall include but not be limited to scraping mud from the road surfaces, repairing potholes, etc.

If at any time, in the opinion of the Contract Administrator, damage is being or is likely to be done to any road or other infrastructure that is not included in the scope of work, by the Contractor's vehicles or other equipment, the Contractor shall, on the direction of the Contract Administrator and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall in some manner remove the cause of such damage to the satisfaction of the Contract Administrator.

## 2.12 Equipment and Material Staging

Construction equipment and materials shall be staged in the areas specified in the Contract Documents. No construction equipment or materials shall be left unattended within five (5) metres of any road ROW.

## 2.13 Deficient Items

Deficient items as noted by the Contract Administrator shall be remedied by the Contractor in a timely manner. The Contract Administrator shall, at their discretion, have the authority to holdback up to **250%** of the value of a deficient item. If the deficient item is not remedied in a reasonable time frame, the Contract Administrator shall notify the Contractor, and, at the Contract Administrator's discretion, procure an alternative Contractor to complete the work and any outstanding payment associated with the deficient item shall be forfeited by the original Contractor.

## 2.14 Construction Document Errors

The Contractor shall notify the Contract Administrator immediately with respect to any errors or omissions with any of the construction contract documents. The Contractor shall be responsible for

any decisions they make of their own accord to correct such errors or omissions and no extra charge shall be incurred because of said decisions.

The Contractor and Contract Administrator shall, in a timely manner, rectify the errors and omissions and adjust the contract documents as the situation warrants.

## 2.15 Alterations to Work

The Contract Administrator shall have the power to make alterations in the work and the Contractor shall proceed to make such changes without causing delay. Such alterations shall in no way render the Contract void.

The valuation of such alterations shall be determined as a result of negotiations between the Contractor and Contract Administrator, but in all cases the Contract Administrator shall maintain the final responsibility for the decision. Where such changes involve additional work similar to other items in the Contract, the price for the additional work shall be determined after consideration is given to the bid price for similar items.

Furthermore, in the event that the quantity of any provisional item exceeds the quantity specified in the Bid Form by more than 150%, the Contract Administrator may request revised unit pricing resulting from economies of scale, and the Contractor shall provide updated unit pricing within one (1) working day.

No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order form from the Contract. In no case shall the Contractor commence work that they consider to be an extra charge before receiving approval from the Contract Administrator.

## 2.16 Liquidated Damages

It is agreed by the parties to the Contract, that if this Contract is not substantially performed by the required date specified in the Contract Documents without prior consultation with the Contract Administrator and Owner, that the Contractor may be subject to **daily liquidated damages of \$500 plus HST** for each and every calendar day's delay in finishing the work to the discretion of the Contract Administrator and Owner.

## 2.17 Sub-Contractors

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

## 2.18 Payment

Progress payments equal to 87% of the value of work completed and materials incorporated shall be made to the Contractor on a monthly basis. The remaining 13% of the work completed shall consist of a 10% Statutory Holdback and a 3% Warranty Holdback for the project.

Payments shall be made on the written request and submission of a proper invoice by the Contractor to the Contract Administrator or Owner. A proper invoice submission, in addition to the definition provided in the Construction Act shall require the following:

- Quantities and unit prices shall be provided for with adequate supporting documentation shall be provided by the Contractor for all necessary items. For extras in the Contract, the Contract Administrator may request a detailed labour and material breakdown.
- A current clearance certificate from the Workplace Safety and Insurance Board (WSIB).
- A detailed unit summary page denoting all payable line items, applicable holdbacks, taxes, etc.

If any of these requirements are not met to the satisfaction of the Contract Administrator, the Contract Administrator shall promptly notify the Contractor, at which time the Contractor shall revise the invoice. Prompt payment procedures shall not begin until the Contract Administrator receives a proper invoice to the satisfaction of the Contract Administrator.

## **2.19 Project Completion/Substantial Performance**

For all intents and purposes, for this project, the substantial performance date shall be deemed to be the same as the completion date of the project and any documentation indicating such shall represent both the date of substantial performance and project completion. Substantial performance shall be determined as per its definition in the Construction Act.

## **2.20 Statutory Holdback**

As per the Construction Act, a 10% Statutory Holdback shall not be due until 60 days from the date of Substantial Performance. This payment shall be released once the Contractor provides a Statutory Declaration that all material and/or labour incorporated in the work has been fully paid for.

## **2.21 Warranty Holdback**

A 3% Warranty Holdback shall not be paid for a minimum one year from the date of Substantial Performance. If the Contract Administrator notifies the Contractor in writing of any deficient items prior to the expiration of the warranty period, they shall be remedied promptly by the Contractor notwithstanding that the rectification of the work may extend beyond the end of the warranty period. The warranty holdback shall not be considered due until all outstanding deficient items have been rectified by the Contractor to the satisfaction of the Contract Administrator.

## **2.22 Tests**

The cost for testing of materials supplied to the job by the Contractor shall be borne by the Contractor.

The Contract Administrator shall have the authority to subject any lengths of any pipe to a competent testing laboratory to ensure the adequacy of the pipe. If any pipe supplied by the Contractor is

determined to be inadequate to meet the applicable governing standards, the Contractor shall bear the full responsibility to remove and/or replace all such inadequate pipe with pipe that satisfies the requirements of said governing standards.

### **2.23 Species at Risk**

The Contractor is responsible to ensure that during construction, no extirpated, endangered, threatened, or special concern species or their habitats are adversely affected. Should a Species at Risk be encountered, the Contractor shall notify the Contract Administrator immediately and follow the Ministry's guidelines and guidance regarding handling of the species, measures to exclude the species from the site, safety considerations, etc.

### **2.24 Weather**

The Contractor shall make every effort to avoid working in weather conditions that may increase the difficulty of construction activities. Should the Contractor choose to work during periods of frequent rainfall or snow, or excessively hot or cold weather, etc., extra charges resulting from working in unfavourable construction conditions caused by such weather may not be applicable and shall be to the discretion of the Contract Administrator.

### **2.25 Dewatering**

The Contractor shall dewater excavations/trenches and maintain the groundwater level at least 0.5m below the excavation bases, thereby facilitating proper completion of the work in reasonably dry, stable conditions. If a specific line item for dewatering is not included with the Contract, the cost of such dewatering shall be included with the bid of the associated line items and no additional payments shall apply if the Contractor is required to complete damming, pumping, etc. in order to facilitate construction works.

The dewatering system shall be discharged a minimum 20m away from its re-entry point to the drain to encourage water filtration. The quality of the water re-entering the watercourse shall be to the satisfaction of the Contract Administrator and should additional means be required to ensure suitable water quality (i.e. filter bags, settling ponds, check dams, geo-textile, etc.), they shall be negotiated as an extra item at the time of construction.

### **2.26 Erosion and Sediment Control**

Appropriate erosion and sediment control measures shall be in place for the entirety of construction and the Contractor shall regularly monitor and maintain said measures. The Contractor shall ensure that the site is left each day with appropriate controls to avoid erosion. No construction activities which may cause sediment to be conveyed downstream of the working area shall commence until appropriate erosion and sediment control measures are in place.

## 2.27 Seeding

Grass seed shall be fresh, and clean seed, and unless specified elsewhere be as per OPSS.MUNI 804 Standard Roadside Mix which is duplicated below for convenience. It shall be applied at a rate of 130kg per 10,000m<sup>2</sup>:

- 50 % Creeping red fescue
- 10% Kentucky Bluegrass
- 35% Perennial Ryegrass
- 5% White clover

If a nurse crop is required, it shall be fall rye grain or winter wheat grain applied at a rate of 60 kg per 10,000m<sup>2</sup>.

## 3 General Specifications for Tile Drains

### 3.1 Alignment

The Contractor shall contact the Contract Administrator to establish the approximate course of the drain at the onset of construction and provide a minimum 48 hours' notice to do so. The drain shall run in as straight a line as possible throughout its length.

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 the existing drain, or between two runs of existing drains, the Contractor shall locate the existing drain(s) at intervals along the course of the drain such that the disturbance of any existing drainage systems is minimized. The frequency of drain locating shall be to the discretion of the Contractor and should be generally more frequent in areas where the existing drain is turning to avoid disturbance of the existing system. The costs of locating shall be included in the bid price and the Contractor shall be responsible to repair any tiles that are damaged during the drain locating at no additional cost.

### 3.2 Profile

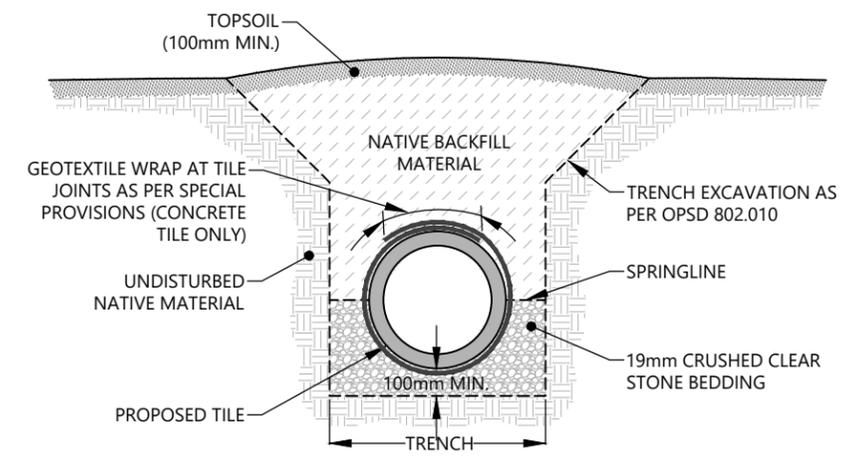
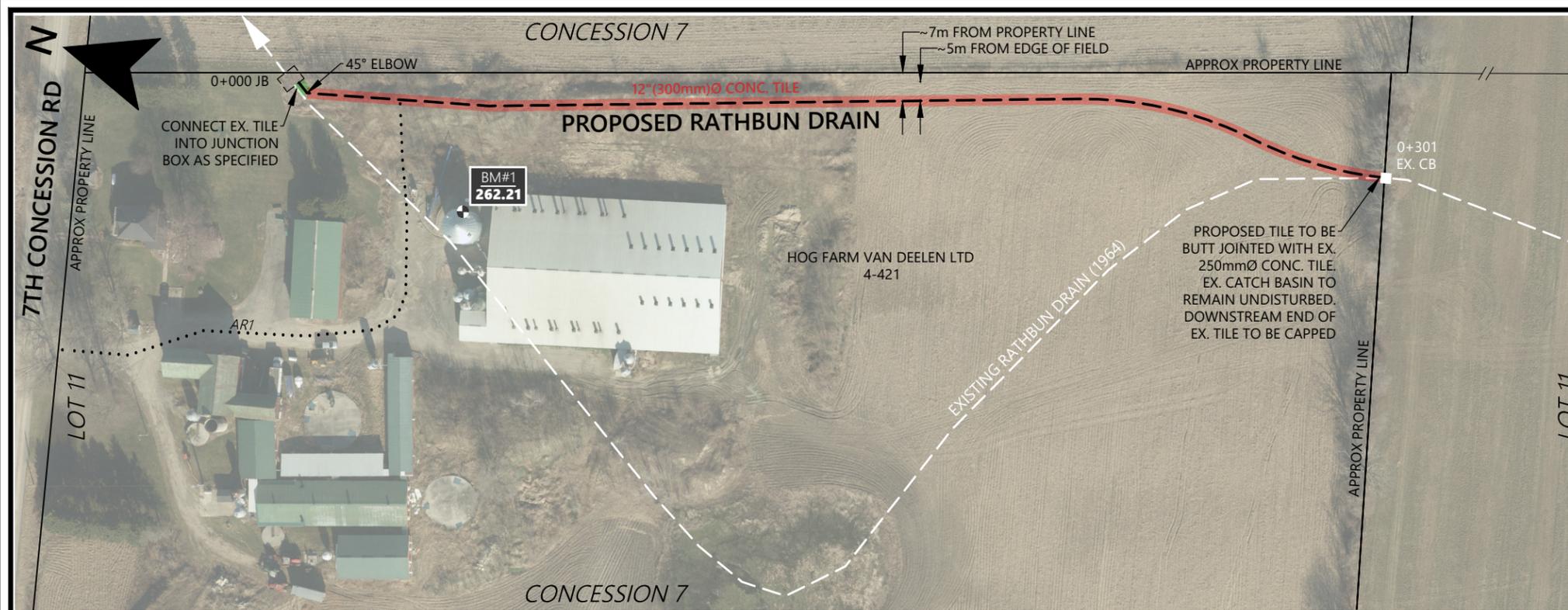
The profile drawing shows the elevations and gradients that the tile drain shall be installed at as well as the approximate depth of cuts from the existing ground elevation to the proposed invert of the pipe in key locations. The cuts are noted for the convenience of the Contractor, however, benchmarks will govern the final elevation of the drain. Accurate grade control must be maintained by the Contractor during the installation of any tile drains to the satisfaction of the Contract Administrator.

When installing a drain towards a fixed point such as a previously installed bore pipe, the Contractor shall confirm the elevations of such a fixed point at a sufficient distance away from the pipe in order to allow for any minor adjustments to the pipe grade as required.

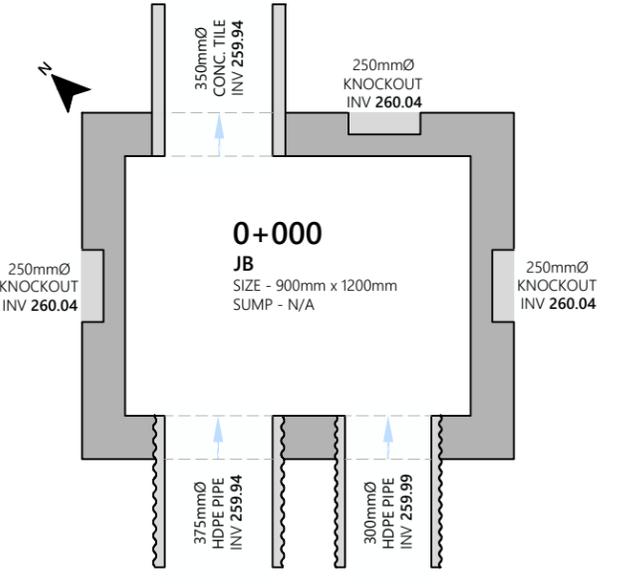
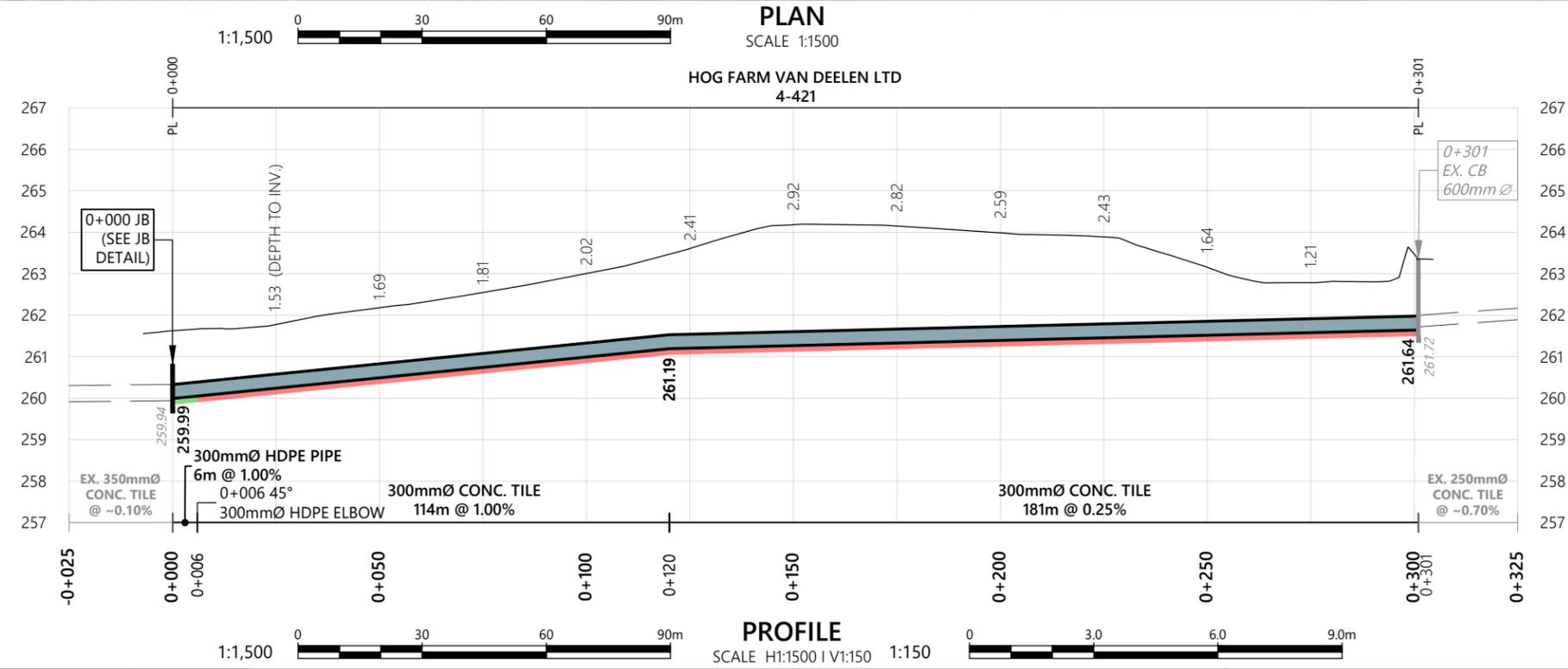
### 3.3 Trench Crossings

The Contractor shall not cross any backfilled trench with any construction equipment, except at 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 to adequately support the equipment and vehicles that may cross the trench. The Contractor shall be responsible for any damage to the new tile resulting from the crossing of the drain.

Appendix B  
Drawings

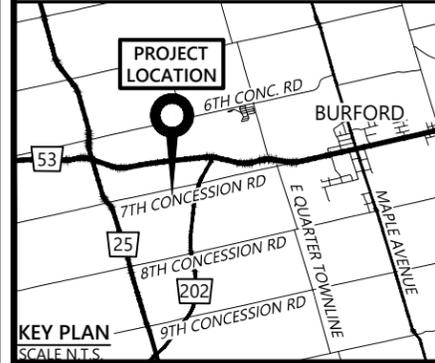


**DRAIN INSTALLATION ON STONE BEDDING (TYP.)**  
N.T.S.



**JB DETAIL**  
SCALE 1:25

**BENCHMARKS**  
BENCHMARK No. 1 ELEVATION=262.21m  
'X' IN CONCRETE ON EAST SIDE OF CONCRETE PAD FOR GRAIN BIN THAT IS LOCATED ON NORTH SIDE OF EXISTING BARN ON LOT 11 CONCESSION 7.



**LEGEND**

- APPROX. PROPERTY LINE
- PROPERTY SHARED BETWEEN LOT LINES
- PR. TILE
- EX. TILE
- BENCHMARK LOCATION, NUMBER, & ELEVATION
- EX. CATCH BASIN
- JUNCTION BOX
- ACCESS ROUTE PATH
- ARI
- BM#1 ELEV



PROJECT			
<b>RATHBUN MUNICIPAL DRAIN RELOCATION 2025</b>			
<b>STREAMLINE ENGINEERING INC.</b>		CLIENT	
		<b>COUNTY OF Brant Simply Grand</b>	
ISSUE / REVISION	DATE	DRAWING	DRAWING NO.
ISSUED FOR REPORT	JAN 2025	<b>PLAN &amp; PROFILE</b>	<b>1</b> OF <b>1</b>
DESIGNED CK	DRAWN CK	CHECKED TK	PROJECT NO. 0017



**BY- LAW NUMBER 10-25**

- of -

**THE CORPORATION OF THE COUNTY OF BRANT**

To confirm the proceedings of Council

**WHEREAS** by Section 5 of The Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** by Section 11 of The Municipal Act 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by by-law;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the County of Brant at this meeting be confirmed and adopted by by-law;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

1. **THAT** the action of the Council of the Corporation of the County of Brant in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by Council of the Corporation of the County of Brant, at its regular meeting held on February 11, 2025, are hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law;
2. **THAT** the Mayor and proper officials of the Corporation of the County of Brant are hereby authorized and directed to do all things necessary to give effect to the action of the Council referred to in the preceding section hereof;
3. **THAT** the Mayor and the Clerk be authorized and directed to execute all documents in that behalf and to affix thereto the seal of the Corporation of the County of Brant.

**READ** a first and second time, this 11<sup>th</sup> day of February 2025.

**READ** a third time and finally passed in Council, this 11<sup>th</sup> day of February 2025.

**THE CORPORATION OF THE COUNTY OF BRANT**

\_\_\_\_\_  
David Bailey, Mayor

\_\_\_\_\_  
Spencer Pluck, Deputy Clerk