

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE COURT OF THE DRAINAGE REFEREE

BETWEEN:

CORY KITTEL

Applicant

-and-

THE CORPORATION OF THE TOWNSHIP OF WILMOT

Respondent

-and-

OTHERS WHO MAY BE GRANTED PARTY STATUS UPON APPLICATION

Respondents

AFFIDAVIT

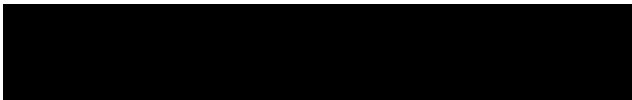
I, Cory Kittel, of the Township of Wilmot, in the Province of Ontario, MAKE OATH

AND SAY:

1. I am the named Applicant in this legal proceeding and as such I have knowledge and information pertaining to the matters referred to in this affidavit. To the extent such information is based on my information and belief, I have set out the source of such information, all of which I believe to be true.
2. On or about April 26, 2021, Walter Krupnik, in his capacity as President of Jannana Corp., signed a drainage petition. Affixed hereto as **Exhibit "A"** is a copy of the drainage petition.
3. A drainage engineer's report was prepared for the Township of Wilmot (herein "the Respondent"), by Steven Brickman of Headway Engineering on or about April 28, 2023. Affixed hereto as **Exhibit "B"** is a copy of the report of Headway Engineering.
4. On or about June 26, 2023, the Township of Wilmot provisionally adopted By-law no. 2023-32, which adopted the report included at **Exhibit "B"** and authorized the drainage works contemplated in the report. Affixed hereto as **Exhibit "C"** is a copy of Provisional By-law no. 2023-32.

5. The By-law no. 2023-32 indicates that the Township of Wellesley is to be assessed a cost of the share of the drainage project. As such, there may be a need for the Township of Wellesley to be added as a Respondent upon an application. For this reason, I do not think that the style of cause of this Application should be amended such that the phrase “others who may be granted party status upon application” is removed.
6. Affixed hereto as **Exhibit “D”** are two decisions of the Court of the Drainage Referee bearing a similarly worded style of cause to the within Application. This shows that the style of cause is a relatively common occurrence in the Court of the Drainage Referee.
7. I believe the Respondent’s motion (Motion Record dated January 10, 2024) amounts to an abuse of process since the procedural matters it seeks to resolve can be decided at the Pre-hearing Conference, which Referee Wright has scheduled to occur virtually on February 21, 2024. I hereby ask to recover my costs of the motion if leave is granted for it to be heard and I am successful.
8. This affidavit is sworn in connection with the within motion and for no other or improper purpose.

SWORN on January 29, 2024, in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*, by video conference by Cory Kittel in the Township of Wilmot, in the Province of Ontario, before me in the City of London, in the Province of Ontario,



Commissioner for Taking Affidavits
(or as may be)

SAMUEL KIRWIN (LSO no.: 81800K)



CORY KITTEL

Exhibit "A" to the Affidavit of Cory Kittel
Sworn before me this 29th day of January, 2024.



Commissioner for Taking Affidavits, etc.



Petition for Drainage Works by Owners Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the Township _____ of Wilmot _____

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

N1/2 Lot 10, Concession 3B, 1184 Gerber Road

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) Gawron	(First Name) Lucy	Telephone Number [Redacted]
--------------------------------------	----------------------	--------------------------------

Address	
Road/Street Number 1184	Road/Street Name Gerber Road

Location of Project			
Lot N1/2 Lot 10	Concession 3B	Municipality Wilmot	Former Municipality (if applicable)

What work do you require? (Check all appropriate boxes)

- Construction of new open channel
- Construction of new tile drain
- Deepening or widening of existing watercourse (not currently a municipal drain)
- Enclosure of existing watercourse (not currently a municipal drain)
- Other (provide description ▼)

Name of watercourse (if known)
not applicable

Estimated length of project
500m

General description of soils in the area
clay loam

What is the purpose of the proposed work? (Check appropriate box)

- Tile drainage only
- Surface water drainage only
- Both

Petition filed this 26 day of April, 2021

Name of Clerk (Last, first name)

Mittelholz, Dawn

Signature

[Handwritten signature and redacted area]

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
1	N1/2 Lot 10, Concession 3B

Ward or Geographic Township	Parcel Roll Number
Wilmot	3018-090-009-164

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Krupnik, Walter	
Name of Corporation	
Jananna Corp	
Position Title	Date (yyyy/mm/dd)
President	2021/04/26

Number	Property Description
--------	----------------------

Ward or Geographic Township	Parcel Roll Number
-----------------------------	--------------------

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	
	I have the authority to bind the Corporation.
Position Title	Date (yyyy/mm/dd)

Check here if additional sheets are attached Clerk initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D.17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)



Region of Waterloo

Legend

Addresses

Assessment Parcels



Notes

458.6 0 229.31 458.6 Meters

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

WGS_1984_Web_Mercator_Auxiliary_Sphere
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May not be reproduced without permission. THIS IS NOT A PLAN OF SURVEY

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Exhibit "B" to the Affidavit of Cory Kittel
Sworn before me this 29th day of January, 2024.



Commissioner for Taking Affidavits, etc.



**Bamberg Creek, Jananna, and
Koch-Leis Municipal Drains
2023**

April 28, 2023

Prepared for:



Headway Engineering
23-500 Fairway Road South
Suite 308
Kitchener, Ontario N2C 1X3
226 243 6614
www.headwayeng.ca

Kitchener, Ontario
April 28, 2023

To the Mayor and Members of Council:

Re: Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023
Township of Wilmot
Our Reference No. WLMT-002

Headway Engineering is pleased to provide its report for the **Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023** in the Township of Wilmot.

The preparation of this report was authorized by resolutions of the Council of the Township of Wilmot on July 12, 2021, per Section 4(1) of the Drainage Act.

The primary objective of this report is to establish a new Municipal Drain designed to today's standards of drainage for an area requiring drainage. The report recommends the construction of a new closed municipal drain from two locations on the North Part of Lot 10, Concession 3, Block B and extending downstream to its outlet into the Koch-Leis Drain and the Bamberg Creek. Improvements are required to portions of the Koch-Leis Drain, and the Bamberg Creek.

A summary of the assessments for this project are as follows:

Municipal Lands	\$32,649
Privately Owned Agricultural – Grantable	\$430,251
Total Estimated Assessments	\$462,900

Yours truly,



Stephen Brickman, P.Eng.
Project Engineer and Manager



Adam Hall
Project Coordinator
HEADWAY ENGINEERING
SB/





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SCHEDULES

SCHEDULE A – ALLOWANCES

SCHEDULE B – ESTIMATED CONSTRUCTION COSTS

SCHEDULE C – ASSESSMENT FOR CONSTRUCTION

SCHEDULE D – ASSESSMENT FOR FUTURE MAINTENANCE

SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

1.0 INTRODUCTION AND LOCATION

The Council of the Township of Wilmot has appointed Headway Engineering to investigate a petition for a new municipal drainage works. The project services parts of Lots 9 to 12 in Concessions 3 Block B, in the Township of Wilmot, and parts of Lots 6 to 8 in Concession 2, Eastern Division, and part of Lot 8, Concession 3, Eastern Division in the Township of Wellesley.

The liable drainage area comprises of approximately 221 hectares, and land uses within the watershed include agriculture, bush lands, and roads.

The attached Plans, Profiles and Details; Drawing Numbers 1 to 6, show and describe in detail the location and extent of the work to be completed and the lands which are affected.

2.0 PROJECT AUTHORIZATION

Authority to prepare this report was obtained by resolutions of the Council of the Township of Wilmot at its July 12, 2021 Council Meeting to appoint Headway Engineering to prepare an Engineer's Report under Section 4 of the Drainage Act. The area requiring drainage is part of Lot 10, Concession 3, Block B. The petition is valid in accordance with Section 4(1)(a) of the Drainage Act.

3.0 MUNICIPAL DRAINAGE HISTORY

3.1 Koch-Leis Drain (1950)

The Koch-Leis Drain was originally constructed under the authority of a report prepared by Graham Reid & Associates, dated November 15, 1950. This 1950 report provided for the construction of the entire Koch-Leis Drain as an open ditch.

The following table summarizes the maintenance activities on the Koch-Leis Drain, per Township records:

Year	Location	Description
1985 (Summer)	Gerber Road, downstream to Bamberg Creek	Ditch cleanout
2010 (Fall)	Bamberg Creek	Beaver, and beaver dam removals
2012 (Spring)	Sta. 0+000 to Sta. 0+374 (approx.)	Ditch cleanout
2018 (Spring)	Sta. 0+000 to Sta. 0+620 (approx.), and spot locations upstream	Ditch cleanout and brushing, spot cleanouts.
2021 (Fall)	Sta. 0+000 to Sta. 0+374 (approx.)	Ditch cleanout and brushing



4.0 PUBLIC MEETINGS AND ENGAGEMENTS

4.1 On-Site Meeting

Per Section 9(1) of the Drainage Act, an on-site meeting was held on September 22, 2021 to address the Section 4 Petition. Persons in attendance were:

Stephen Brickman, P.Eng.	Headway Engineering
Adam Hall	Headway Engineering
John Kuntze, P.Eng.	Township of Wilmot, Drainage Superintendent
Josh Graham, C.E.T.	Region of Waterloo
Ken Renner	Region of Waterloo

Landowners included:

Lucy Gawron	Walter Krupnik	Wayne & Irene Schneider
Ron McCormick	Christine Gawron	

4.2 Public Information Meeting No. 1

A Public Information Meeting was held on September 29, 2022. Persons in attendance were:

Stephen Brickman, P.Eng.	Headway Engineering
Adam Hall	Headway Engineering
John Kuntze, P.Eng.	Township of Wilmot, Drainage Superintendent

Landowners included:

Cory Kittel	Wayne & Irene Schneider	Walter Krupnik
Lucy Gawron	Ken & Cathy Heintz	Justin Miller
Chris & Keith Turner	Ron McCormick	Theresa Gawron (Virtually)

The information supplied included details on the proposed construction of two pipe drainage systems identified as the East and West Branches, and improvements to Bamberg Creek.

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

Subsequent to the meeting, improvements were requested to the lower end of the Koch-Leis Drain. Given the frequent need for cleanouts (three cleanouts in 10 years at the lower end), and the newly proposed improvements to Bamberg Creek, additional grade is available to the Koch-Leis Drain.

4.3 Public Information Meeting No. 2 (Koch-Leis Drain Improvements)

A second Public Information Meeting was held on November 24, 2022. Persons in attendance were:

Stephen Brickman, P.Eng.	Headway Engineering
Adam Hall	Headway Engineering
John Kuntze, P.Eng.	Township of Wilmot, Drainage Superintendent
Garth Noecker	Township of Wellesley, Drainage Superintendent
Ken Renner	Region of Waterloo

Landowners included:

Lucy Gawron	Wayne & Irene Schneider	Walter Krupnik
Jeff Cressman	Dave and Eva Cressman	Ken & Cathy Heintz
Chris Gawron	Keith Turner	Peter Schneider



The information supplied essentially included the same details as presented at the Public Information Meeting No. 1, but with improved grade at the lower end of the Koch-Leis Drain.

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

5.0 FINDINGS

Based on the information collected during field investigations, surveys, public engagements, and review of documentation, the following summarizes Headway Engineering's findings:

5.1 General Findings:

- The watershed was established through the analysis of tile drainage maps, previous engineers' reports for surrounding systems, field investigations, surveys, and data analysis of the Southwestern Ontario Orthophotographic Project (SWOOP). The drainage area liable for assessment comprises of approximately 221 hectares.
- Land uses within the drainage area are as follows:
 - Agricultural: 180.4 hectares (82%)
 - Bush: 37.5 hectares (17%)
 - Roads: 3.1 hectares (1%)
- The Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas describes the soil types within the watershed and along the route of the drain as follows:
 - Silt Loam (approximately 24%)
 - Silty Clay Loam (approximately 31%)
 - Sandy Loam (approximately 45%).
- Lands north of Gerber Road, and immediately south of Gerber Road are noted to be sandy with above average properties for infiltration.

5.2 Existing Drainage System:

- The Koch-Leis Drain has a very flat grade for approximately 300m at its outlet. The previous drainage report indicates that the Koch-Leis Drain was constructed with more grade.
- The outlet for the entire system is Bamberg Creek.
- Bamberg Creek shows signs of artificial improvements in its history, such as straightening, and additional depth at the time the Koch-Leis Drain was originally constructed (1950).

5.3 Outlet:

- The outlet for the system is Bamberg Creek approaching Berlett's Road, where the natural watercourse begins to take on more grade.



5.4 Other noted issues:

- The north part of Lot 10, Concession 3, Block B has been recently systematically tiled toward the Koch-Leis Drain. The north side of the property is not systematically tiled, as conditions improve for drainage.
- Eastern portions of Lot 10, Concession 3, Block B have been tiled toward the Koch-Leis Drain, where those lands would naturally drain south toward Bamberg Creek. The south-east portion of the property could not be drained toward the Koch-Leis Drain, and requires a legal outlet.
- Surface flows along the upper alignment of the East Branch and West Branch are causing reduced usability of the surrounding lands.
- Areas within the drainage area are likely to be tiled in the future.
- Tile outlets into Bamberg Creek do not have sufficient depth for today's standards of drainage.
- Bamberg Creek is prone to beaver activity. The municipality currently has limited ability to complete any maintenance on Bamberg Creek.
- Current topographic data indicates that portions of the Koch-Leis Drain watershed, as noted in the 1950 report, are incorrect.

5.5 Environmental Condition:

- Portions of the proposed drainage system pass through components of the Provincially Significant Sunfish Lake Laurel Creek Wetland Complex.

6.0 DESIGN CONSIDERATIONS

The proposed tile drainage system is sized using the Drainage Coefficient method contained in the OMAFRA Publication 29 – 'Drainage Guide for Ontario'. The Drainage Coefficient describes a depth of water to be conveyed by the drainage works per a 24-hour period and is expressed in millimeters per 24 hours. The drainage coefficient design standard used for the works proposed in this report is 25mm per 24-hour period.

The tile drains are to be installed along an alignment which approximately follows the natural flow paths.

Headway Engineering investigated a design option which relied on the use of the existing private drain for the lower portion of the West Branch as a municipal drain. This design option resulted in minimal cost savings while providing for smaller infrastructure. A single pipe system sized to today's standards is the most feasible option.

Pipe materials were selected based on location and intended land uses adjacent to the drainage system.

Surface water inlets have been placed purposefully to receive surface flow and allow for subsurface connections. Likewise, the elevation of the pipe systems are designed to provide for subsurface tile connections at, and between surface water inlets.



Works in Bamberg Creek have been designed to provide for sufficient outlet for the Koch-Leis Drain, and the East Branch. The proposed works also provide opportunity for improved tile drainage for workable areas adjacent to, or near works proposed in Bamberg Creek.

7.0 ENVIRONMENTAL CONSIDERATIONS AND PERMITTING

7.1 Department of Fisheries and Oceans (DFO)

The work proposed under this report consists of the new construction of a closed drainage system, and improvements to existing open watercourses. Headway Engineering submitted a Request for Review by DFO on April 12, 2022. DFO contacted Headway Engineering for additional discussion, and upon DFO's completion of their review, DFO provided the following correspondence, dated June 27, 2022:

"... the [Fish and Fish Habitat Protection] Program is of the view that your proposal will not require an authorization under the Fisheries Act, or the Species at Risk Act."

7.2 Ministry of Natural Resources and Forestry (MNR) and the Ministry of Environment, Conservation and Parks (MECP)

Headway Engineering completed a review of the Natural Heritage Information Centre mapping for Species at Risk in Ontario. Provincial Species at Risk requiring special consideration were not found in the working area.

In response to a public inquiry, the MECP reached out to Headway Engineering to request information, mainly relating to Eastern Meadowlark. Special provisions to locate (if present) the species within the work area have been prepared by Headway Engineering and approved by the MECP.

7.3 Grand River Conservation Authority (GRCA)

The GRCA provided correspondence dated October 21, 2021, which states the following:

"... our [GRCA] comments on works under the Drainage Act are advisory, and will not require a GRCA permit."

The correspondence also states the following:

"... we [GRCA] wish to stay involved as the study process moves forward."

The GRCA has been included on the circulation list for this report and has been notified of all public engagements. Additionally, Headway Engineering has forwarded design drawings to the GRCA on January 20, 2023, for comment, and held a virtual meeting with GRCA staff on February 3, 2023.

8.0 RECOMMENDATIONS

Headway Engineering recommends the following:

- A new municipal drainage system be installed from the outlet into Bamberg Creek in Lot 9, Concession 3, Block B, and extending upstream to the property line separating Lots 9 and 10, in the same concession. This Branch shall be known as the East Branch of the Jannana Municipal Drain.



- A new municipal drainage system be installed from the outlet into the Koch-Leis Drain in Lot 10, Concession 3, Block B, and extending upstream to the south road limit of Gerber Road, in the same concession. This Branch shall be known as the West Branch of the Jannana Municipal Drain.
- Improvements be made to the Koch-Leis Drain from its outlet into Bamberg Creek in Lot 10, Concession 3, Block B and extending upstream to the outlet of the West Branch.
- Improvements be made to Bamberg Creek from the outlet of the East Branch, and extending downstream to a sufficient outlet on the Schneider property (Roll No. 9-153).
- The proposed tile drainage system includes the installation of approximately 1,358m of 200mm to 450mm diameter pipes and is designed to convey flows at a design standard of 25mm per 24-hour period. The proposed improvements to the open channels consists of approximately 1,201m of cleanout.
- The proposed drainage system shall be constructed at an elevation adequate to drain the surrounding subsurface lands.
- This improved drainage system shall be known as the **Bamberg Creek, Jananna and Koch-Leis Municipal Drains 2023**. The Jananna Municipal Drain shall include the **East Branch**, and the **West Branch**. The Koch-Leis Drain will continue with the same identification.
- The watershed for the Koch-Leis Drain be updated per the most current topographic information, and the maintenance assessment be altered accordingly.
- Headway Engineering also recommends that the watersheds of the surrounding municipal drains be updated when those drainage systems are revisited in the future.

9.0 SUMMARY OF PROPOSED WORKS

The proposed work consists of:

1. The installation of approximately 1,358m of 200mm to 450mm diameter concrete field tile and HDPE pipe.
2. The installation of four concrete catch basins and one junction box, and
3. The improvement of approximately 1,201m of open channels.

10.0 WORKING AREA AND ACCESS

Access to the working area shall be as designated on the plans. In locations where access is not shown on the plans then access shall be designated by the Landowners.

10.1 Closed Drains (East and West Branches)

The working area shall be an average width of 25m for construction purposes, and an average width of 10m for maintenance purposes along the alignment of the proposed drain.

10.2 Open Drains (Bamberg Creek and Koch-Leis Municipal Drains)

The working area shall be an average width of 10m for construction and maintenance purposes along the working side of the open drain.



11.0 SCHEDULES

Four schedules are attached and form part of this report.

11.1 Schedule A – Schedule of Allowances

Following Sections 29, 30, and 33 of the Drainage Act, allowances are provided to Landowners for Right-of-Way, Damages to Lands and Crops and Loss of Access. Schedule A contains a table of the applicable allowances to Landowners.

11.2 Schedule B – Schedule of Estimated Construction Costs

An itemized cost estimate of the proposed construction work is included in detail in Schedule B.

11.3 Schedule C – Schedule of Assessment for Construction

Schedule C provides details of the distribution of the total estimated costs of the construction of the municipal drain.

11.4 Schedule D – Schedule of Assessment for Maintenance

Schedule D provides details of the distribution of future maintenance costs for the municipal drain. Maintenance assessments are expressed as a percentage of the total maintenance. Lands located upstream of the maintenance shall be determined by the Drainage Superintendent and assessed according to this schedule.

12.0 ALLOWANCES

Per Sections 29, 30, and 33 of the Drainage Act, Allowances payable to Landowners are described below.

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

The Right-of-Way allowance compensates the lands for the right to enter onto the land at various times for the purpose of inspecting the drainage system and conducting maintenance activities. The land value used for the Right-of-Way calculation is adjusted for closed drainage systems to account for the continued use of the land after the construction.

The values used for calculating allowances for Right-of-Way are as follows:

Land Use	Land Value	Adjustment Factor for Drainage Act Right-of-Way	Adjusted Land Value for Drainage Act Right-of-Way Allowance
Agricultural (Maintenance Corridor)	\$60,000/Ha	25%	\$15,000/Ha
Wooded (Maintenance Corridor)	\$15,000/Ha	25%	\$3,750/Ha
Watercourse (Land Taken)	\$15,000/Ha	100%	\$15,000/Ha



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

Allowances for Damages to Lands and Crops under Section 30 of the Drainage Act, are primarily calculated to compensate landowners for crop losses, and land damages due to the construction and operation of the drain, including access to the working area.

Area values used for calculating allowances for Damages are as follows:

Land Use	Damage Value
Agricultural	\$6,000/Ha
Wooded	\$3,000/Ha

12.1 Allowances for Loss of Access (Section 33)

An allowance may be provided to a Landowner if the establishment of a municipal drain causes the loss of access to a portion of the property. A Loss of Access allowance is calculated as the lesser of the following calculations:

- The cost of constructing a suitable bridge or crossing
- The value of the land which is severed from the rest of the property by the establishment of a municipal drain.

Five Loss of Access allowances are provided in this report, all of which resulted with the value of the land severed as the lesser of the above calculations.

Total Allowances, under Sections 29, 30, and 33 of the Drainage Act are \$167,400. Allowances payable to Landowners are shown in Schedule A.

Allowances will be deducted from the total assessments in accordance with Section 62(3) of the Drainage Act.

13.0 ESTIMATED CONSTRUCTION COSTS

Headway Engineering has made an estimate of the cost of the proposed construction work. A detailed description of the estimated construction costs can be found in Schedule B of this report.

Part A – Bamberg Creek Drain	\$ 44,400
Part B – Jananna – East Branch	\$ 60,300
Part C – Jananna – West Branch	\$ 50,100
Part D – Koch-Leis Drain	\$ 9,800
Part E – Provisional Items	\$ 16,200
Total Estimated Construction Costs	\$ 180,800



14.0 SUMMARY OF ESTIMATED PROJECT COSTS

The total estimated project costs are as follows:

Allowances under Sections 29, 30, 33 of the Drainage Act (Refer to Schedule A)	\$ 167,400
Total Estimated Construction Costs (Refer to Schedule B)	\$ 180,800
Public engagements, survey, design and drafting, preparation of preliminary cost estimates and assessments, preparation of drainage report, consideration of report	\$ 70,300
Agency Consultations and Approvals	\$ 1,200
Tendering, supervision, and inspection of construction, as-recorded drawing preparation	\$ 22,900
Contingencies, Interest and net H.S.T.	\$ 20,300
TOTAL ESTIMATED PROJECT COSTS	
BAMBERG CREEK, JANANNA, AND KOCH-LEIS MUNICIPAL DRAINS 2023	\$ 462,900

The estimated cost of the work in the Township of Wilmot is \$462,900.

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

The above cost estimate does not include costs associated with defending the drainage report should appeals be filed with the Court of Revision, Drainage Tribunal and/or Drainage Referee. Should additional costs be incurred, unless otherwise directed, the additional costs would be distributed in a pro-rata fashion over the assessments contained in Schedule C and as may be varied under the Drainage Act.

15.0 ASSESSMENT

Headway Engineering assesses the cost of this work against the Lands and Roads as shown in Schedule C - Assessment for Construction.

Assessments were determined using the principles included in the 'Drainage Assessment Revisited' paper prepared by E.P. Dries and H.H. Todgham. These principals of assessment are recognized to be fair and equitable for determining cost distributions among those affected.

15.1 Benefit (Section 22)

Benefit assessment is applied to those properties receiving a benefit as defined in Section 1 of the Drainage Act which is extracted below:

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



Typically, properties which have direct, or near direct access to the proposed drain receive Benefit as defined above.

15.2 Outlet Liability (Section 23)

Outlet Liability is distributed to all properties within the liable watershed area on an adjusted area basis. The areas are adjusted to accurately reflect equivalent run-off rates relative to other lands and roads within the watershed. Due to development, roads have been assessed higher Outlet Liability rates relative to agricultural lands.

15.3 Special Benefit (Section 24)

15.3.1 Assessment of Costs for Crossing Considerations

The Special Benefit instrument of assessment is used to separate the benefit portion of the crossing considerations from the remaining costs of the project. Crossing considerations include the Loss of Access allowances.

16.0 GRANT ELIGIBILITY

The Province provides grants toward assessments to eligible properties for drainage improvements which meet specified criteria. The provision of these grants for activities under the Drainage Act is known as the *Agricultural Drainage Infrastructure Program (ADIP)*.

A grant may be available for assessments to privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion. The Municipality will then deduct the grant from the assessments.

16.1 Allowance for Loss of Access

Following policy number 2.4 e) of the ADIP policies, no grant will be paid on an allowance for loss of access except when the cost of providing a crossing exceeds the value of the land losing access. As noted under Heading 12.1 of this report, all Loss of Access allowances were calculated based on the value of the land losing access. The Loss of Access allowances qualify for ADIP grants.

17.0 MAINTENANCE

After completion, the Bamberg Creek, Jananna, and Koch-Leis Municipal Drains shall be maintained by the Township of Wilmot and the Township of Wellesley for those portions of the drainage systems which are located in their respective municipalities, at the expense of all the lands and roads assessed in accordance with the attached Schedule D – Assessment for Maintenance, and in the same relative proportions until such time as the assessment is changed under the Drainage Act, except for the portions of the drainage works on municipal right-of-ways. These portions shall be maintained at the expense of the road authority having jurisdiction over the road.



Schedule A

Allowances

Schedule of Allowances

Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023

Bamberg Creek Drain	Property Details				Drainage Act Allowances			
	Part			Roll	Right of Way	Damages	Loss of Access	
	Lot	Concession	Landowner	Number	(Sec. 29)	(Sec. 30)	(Sec. 33)	Total Allowances
	9	3 Block B	Oleg & Elena Borissova	9-151	\$ 1,020.00	\$ 1,020.00	\$ 1,000.00	\$ 3,040.00
	9	3 Block B	Cory & Kirby Kittel	9-165	\$ 270.00	\$ 270.00		\$ 540.00
	10	3 Block B	Peter & Dagmar Schneider	9-153	\$ 2,310.00	\$ 1,720.00		\$ 4,030.00
	10	3 Block B	Peter & Barbara Wurtele	9-153-01	\$ 1,230.00	\$ 1,080.00	\$ 34,800.00	\$ 37,110.00
	10	3 Block B	David & Sherri Homanchuk	9-154	\$ 3,420.00	\$ 3,190.00	\$ 39,600.00	\$ 46,210.00
	Total Allowances							
	Bamberg Creek Drain				\$ 8,250.00	\$ 7,280.00	\$ 75,400.00	\$ 90,930.00

Jananna - East Branch	Property Details				Drainage Act Allowances			
	Part			Roll	Right of Way	Damages	Loss of Access	
	Lot	Concession	Landowner	Number	(Sec. 29)	(Sec. 30)	(Sec. 33)	Total Allowances
	9	3 Block B	Cory & Kirby Kittel	9-165	\$ 3,270.00	\$ 3,770.00		\$ 7,040.00
	10	3 Block B	Jananna Corp.	9-164	\$ 5,750.00	\$ 5,750.00		\$ 11,500.00
	Total Allowances							
	Jananna - East Branch				\$ 9,020.00	\$ 9,520.00	\$ -	\$ 18,540.00

Jananna - West Branch	Property Details				Drainage Act Allowances			
	Part			Roll	Right of Way	Damages	Loss of Access	
	Lot	Concession	Landowner	Number	(Sec. 29)	(Sec. 30)	(Sec. 33)	Total Allowances
	10	3 Block B	Jananna Corp.	9-164	\$ 11,400.00	\$ 11,400.00		\$ 22,800.00
	Total Allowances							
	Jananna - West Branch				\$ 11,400.00	\$ 11,400.00	\$ -	\$ 22,800.00

Koch-Leis Drain	Property Details				Drainage Act Allowances			
	Part			Roll	Right of Way	Damages	Loss of Access	
	Lot	Concession	Landowner	Number	(Sec. 29)	(Sec. 30)	(Sec. 33)	Total Allowances
	10	3 Block B	Peter & Dagmar Schneider	9-153	\$ 2,810.00	\$ 530.00	\$ 8,700.00	\$ 12,040.00
10	3 Block B	David & Sherri Homanchuk	9-154	\$ 2,810.00	\$ 1,120.00		\$ 3,930.00	
10	3 Block B	Jananna Corp.	9-164	\$ 2,660.00	\$ -	\$ 16,500.00	\$ 19,160.00	
Total Allowances Koch-Leis Drain					\$ 8,280.00	\$ 1,650.00	\$ 25,200.00	\$ 35,130.00
					Right of Way (Sec. 29)	Damages (Sec. 30)	Loss of Access (Sec. 33)	Total Allowances
Total Allowances Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023					\$ 36,950.00	\$ 29,850.00	\$ 100,600.00	\$ 167,400.00



Schedule B

Estimated Construction Costs

Schedule of Estimated Construction Costs

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

Part A - Bamberg Creek Drain

Description	Estimated Quantity	\$/Unit	Total
1) Clearing, brushing and mulching	l.s.		\$ 20,000.00
2) Open ditch excavation (approx. 400m ³) including cleanout through concrete bridge at Sta. 0+539	650 m	\$ 20.00	\$ 13,000.00
3) Levelling of excavated material	650 m	\$ 6.00	\$ 3,900.00
4) Seeding of disturbed side slopes	2000 m ²	\$ 1.25	\$ 2,500.00
5) Supply and place rip-rap erosion protection at Sta. 0+000 to transition Bamberg Creek existing grade to proposed streambed (approx. 10m length)	l.s.		\$ 5,000.00

Total Estimated Construction Costs

Part A - Bamberg Creek Drain **\$ 44,400.00**

Part B - Jananna - East Branch

Description	Estimated Quantity	\$/Unit	Total
1) Supply 200mm diameter concrete field tile	288 m	\$ 20.00	\$ 5,760.00
Installation (Sta. 0+310 to Sta. 0+598)	288 m	\$ 32.00	\$ 9,216.00
2) Supply 400mm diameter concrete field tile	304 m	\$ 35.00	\$ 10,640.00
Installation (Sta. 0+006 to Sta. 0+310)	304 m	\$ 36.00	\$ 10,944.00
3) Supply 450mm diameter HDPE outlet pipe (CSA B182.8) complete with rodent grate	6 m	\$ 120.00	\$ 720.00

Description	Estimated Quantity	\$/Unit	Total
4) Installation of 450mm diameter outlet pipe complete with quarry stone rip-rap protection and geotextile filter material (50m ²)	I.s.		\$ 9,020.00
5) Supply and install 600mm X 600mm concrete catchbasin at Sta. 0+598 (inline type)	1 ea.	\$ 2,500.00	\$ 2,500.00
6) Supply and install 600mm X 600mm concrete catchbasin offset 21m east of Sta. 0+270 including connection to the main drain with 300mm diameter pipe	1 ea.	\$ 4,500.00	\$ 4,500.00
7) Supply and install 900mm X 1200mm concrete junction box at Sta. 0+310 (inline type)	1 ea.	\$ 3,000.00	\$ 3,000.00
6) Supply and install 900mm X 1200mm concrete ditch inlet catch basin at Sta. 0+218 (inline type)	1 ea.	\$ 4,000.00	\$ 4,000.00
Total Estimated Construction Costs			
Part B - Jananna - East Branch			\$ 60,300.00

Part C - Jananna - West Branch

Description	Estimated Quantity	\$/Unit	Total
1) Supply 200mm diameter concrete field tile	310 m	\$ 20.00	\$ 6,200.00
Installation (Sta. 0+450 to Sta. 0+760)	310 m	\$ 32.00	\$ 9,920.00
2) Supply 250mm diameter concrete field tile	444 m	\$ 25.00	\$ 11,100.00
Installation (Sta. 0+006 to Sta. 0+450)	444 m	\$ 34.00	\$ 15,096.00
3) Supply 250mm diameter HDPE outlet pipe (CSA B182.8) complete with rodent grate	6 m	\$ 120.00	\$ 720.00
4) Installation of 250mm diameter outlet pipe complete with quarry stone rip-rap protection and geotextile filter material (30m ²)	I.s.		\$ 7,064.00
Total Estimated Construction Costs			
Part C - Jananna - West Branch			\$ 50,100.00

Part D - Koch-Leis Drain

Description	Estimated Quantity	\$/Unit	Total
1) Clearing, brushing and mulching	I.s.		\$ 2,025.00
2) Open ditch cleanout	275 m	\$ 20.00	\$ 5,500.00
3) Levelling of excavated material	275 m	\$ 6.00	\$ 1,650.00
4) Seeding of disturbed side slopes	500 m2	\$ 1.25	\$ 625.00

Total Estimated Construction Costs

Part D - Koch-Leis Drain **\$ 9,800.00**

Part E - Provisional Items

A Provisional Item is an item that may or may not be required as a part of the Contract. The decision as to whether a Provisional Item will form part of the Contract will be at the discretion of the engineer at time of construction. Payment for Provisional Items will only be made for work authorized in writing (text or email) by the Engineer. Payment for work performed under a Provisional Item shall be based on the Unit Price bid in the Scope of Work below.

- 1) Additional costs associated with installation of tile drain on 19mm diameter crushed clear stone bedding. This includes the supply and placement of all stone, and additional labour and equipment required for installation in accordance with the Typical Pipe Installation on wrapped Stone Bedding

Description	Estimated Quantity	\$/Unit	Total
250mm diameter pipe	75 m	\$ 40.00	\$ 3,000.00
400mm diameter pipe	150 m	\$ 50.00	\$ 7,500.00

- 2) Additional costs associated with installation of tile drain on 19mm diameter crushed clear stone bedding. This includes the supply and placement of all stone, and additional labour and equipment required for installation in accordance with the Typical Pipe Installation on Stone Bedding Detail (un-wrapped bedding).

Description	Estimated Quantity	\$/Unit	Total
250mm diameter pipe	25 m	\$ 30.00	\$ 750.00
400mm diameter pipe	50 m	\$ 40.00	\$ 2,000.00

Description	Estimated Quantity	\$/Unit	Total
3) Wheel machine lift outs due to stony conditions	3 ea.	\$ 300.00	\$ 900.00
4) Tile connections:			
Description	Estimated Quantity*	\$/Unit	Total
100mm diameter	10 ea.	\$ 90.00	\$ 900.00
150mm diameter	5 ea.	\$ 100.00	\$ 500.00
200mm diameter	5 ea.	\$ 130.00	\$ 650.00

*The Contractor shall be paid for the actual quantity of tile connections at the above fixed unit prices.

Total Estimated Construction Costs

Part E - Provisional Items

\$ 16,200.00

Summary of Estimated Construction Costs

Part A - Bamberg Creek Drain	\$ 44,400.00
Part B - Jananna - East Branch	\$ 60,300.00
Part C - Jananna - West Branch	\$ 50,100.00
Part D - Koch-Leis Drain	\$ 9,800.00
Part E - Provisional Items	\$ 16,200.00

Total Estimated Construction Costs

\$ 180,800.00

Total Estimated Materials	\$ 35,140.00
Total Estimated Labour and Equipment	\$ 145,660.00

Total Estimated Construction Costs

Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023

\$ 180,800.00



Schedule C

Assessment for Construction

**Schedule of Assessment for Construction
Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023**

	Property Details				Drainage Act Instruments of Assessment				For Information				
	Part Lot	Concession	Landowner	Roll Number	Approx. Ha. Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense	
Bamberg Creek Drain	Township of Wilmot												
	9	3 Block B	Oleg & Elena Borissova	9-151	8.54	\$ 5,503.00	\$ 2,354.00		\$ 7,857.00	\$ 2,619.00	\$ 3,040.00	\$ 2,198.00	
	9	3 Block B	Cory & Kirby Kittel	9-165	13.84	\$ 18,241.00	\$ 4,374.00		\$ 22,615.00	\$ 7,538.00	\$ 540.00	\$ 14,537.00	
	10	3 Block B	Peter & Dagmar Schneider	9-153	9.3	\$ 12,500.00	\$ 1,933.00		\$ 14,433.00	\$ 4,811.00	\$ 4,030.00	\$ 5,592.00	
	10	3 Block B	Peter & Barbara Wurtele	9-153-01	0.89	\$ 12,811.00	\$ 182.00	\$ 32,020.00	\$ 45,013.00	\$ 15,004.00	\$ 37,110.00	-\$ (7,101.00)	
	10	3 Block B	David & Sherri Homanchuk	9-154	3.7	\$ 26,336.00	\$ 962.00	\$ 36,440.00	\$ 63,738.00	\$ 21,246.00	\$ 46,210.00	-\$ (3,718.00)	
	10	3 Block B	Jananna Corp.	9-164	45.3	\$ 10,649.00	\$ 11,040.00		\$ 21,689.00	\$ 7,230.00	\$ -	\$ 14,459.00	
	11	3 Block B	Kenneth & Catherine Heintz	9-156	6.2	\$ -	\$ 1,030.00		\$ 1,030.00	\$ 343.00	\$ -	\$ 687.00	
	11	3 Block B	Roadside Farm Inc.	9-163	42.8	\$ -	\$ 8,864.00		\$ 8,864.00	\$ 2,955.00	\$ -	\$ 5,909.00	
	12	3 Block B	David & Eva Cressman	9-160	3.1	\$ -	\$ 684.00		\$ 684.00	\$ 228.00	\$ -	\$ 456.00	
	Total Assessments on Lands						\$ 86,040.00	\$ 31,423.00	\$ 68,460.00	\$ 185,923.00	\$ 61,974.00	\$ 90,930.00	\$ 33,019.00
	Gerber Road		Region of Waterloo				\$ -	\$ 4,364.00		\$ 4,364.00			\$ 4,364.00
	Total Assessments on Roads						\$ -	\$ 4,364.00	\$ -	\$ 4,364.00			\$ 4,364.00
	Total Assessments Main Open Township of Wilmot						\$ 86,040.00	\$ 35,787.00	\$ 68,460.00	\$ 190,287.00	\$ 61,974.00	\$ 90,930.00	\$ 37,383.00
	Township of Wellesley												
	6	2 East	Natalee Ridgeway	1-007-00	7.98	\$ -	\$ 1,571.00		\$ 1,571.00	\$ 524.00	\$ -	\$ 1,047.00	
	6	2 East	Ronald & Rosemary McCormick	1-007-01	5.79	\$ -	\$ 1,140.00		\$ 1,140.00	\$ 380.00	\$ -	\$ 760.00	
	7	2 East	Ladislaus & Laurretta Bauer	1-008-02	8.45	\$ -	\$ 848.00		\$ 848.00	\$ 283.00	\$ -	\$ 565.00	
	7	2 East	264171 Holdings Ltd.	1-008	25.45	\$ -	\$ 2,757.00		\$ 2,757.00	\$ 919.00	\$ -	\$ 1,838.00	
	7	2 East	Jeffrey Furtado & Paige Stewart	1-008-01	4.5	\$ -	\$ 99.00		\$ 99.00	\$ 33.00	\$ -	\$ 66.00	
8	2 East	Robert & Anne Jantzi	1-009	25	\$ -	\$ 4,759.00		\$ 4,759.00	\$ 1,586.00	\$ -	\$ 3,173.00		
8	3 East	Bamway Industries Inc.	1-027	6.9	\$ -	\$ 1,006.00		\$ 1,006.00	\$ 335.00	\$ -	\$ 671.00		
8	3 East	Jammon & Elvina Bauman	1-026	6.3	\$ -	\$ 933.00		\$ 933.00	\$ 311.00	\$ -	\$ 622.00		
Total Assessments on Lands						\$ -	\$ 13,113.00	\$ -	\$ 13,113.00	\$ 4,371.00	\$ -	\$ 8,742.00	
Total Assessments Township of Wellesley						\$ -	\$ 13,113.00	\$ -	\$ 13,113.00	\$ 4,371.00	\$ -	\$ 8,742.00	
Total Assessments Bamberg Creek Drain						\$ 86,040.00	\$ 48,900.00	\$ 68,460.00	\$ 203,400.00	\$ 66,345.00	\$ 90,930.00	\$ 46,125.00	

	Property Details					Drainage Act Instruments of Assessment			For Information			
	Part Lot	Concession	Landowner	Roll Number	Approx. Ha. Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
Jananna - East Branch	Township of Wilmot											
	9	3 Block B	Cory & Kirby Kittel	9-165	13.84	\$ 9,278.00	\$ 17,478.00		\$ 26,756.00	\$ 8,919.00	\$ 7,040.00	\$ 10,797.00
	10	3 Block B	Jananna Corp.	9-164	5.88	\$ 52,342.00	\$ 8,957.00		\$ 61,299.00	\$ 20,433.00	\$ 11,500.00	\$ 29,366.00
	Total Assessments on Lands					\$ 61,620.00	\$ 26,435.00	\$ -	\$ 88,055.00	\$ 29,352.00	\$ 18,540.00	\$ 40,163.00
	Gerber Road Region of Waterloo					\$ -	\$ 7,205.00		\$ 7,205.00			\$ 7,205.00
	Total Assessments on Roads					\$ -	\$ 7,205.00	\$ -	\$ 7,205.00			\$ 7,205.00
	Total Assessments Main Closed Township of Wilmot					\$ 61,620.00	\$ 33,640.00	\$ -	\$ 95,260.00	\$ 29,352.00	\$ 18,540.00	\$ 47,368.00
	Township of Wellesley											
	6	2 East	Natalee Ridgeway	1-007-00	7.98	\$ -	\$ 5,529.00		\$ 5,529.00	\$ 1,843.00	\$ -	\$ 3,686.00
	6	2 East	Ronald & Rosemary McCormick	1-007-01	5.79	\$ -	\$ 4,011.00		\$ 4,011.00	\$ 1,337.00	\$ -	\$ 2,674.00
	Total Assessments on Lands					\$ -	\$ 9,540.00	\$ -	\$ 9,540.00	\$ 3,180.00	\$ -	\$ 6,360.00
	Total Assessments Main Closed Township of Wellesley					\$ -	\$ 9,540.00	\$ -	\$ 9,540.00	\$ 3,180.00	\$ -	\$ 6,360.00
	Total Assessments Jananna - East Branch					\$ 61,620.00	\$ 43,180.00	\$ -	\$ 104,800.00	\$ 32,532.00	\$ 18,540.00	\$ 53,728.00

	Property Details					Drainage Act Instruments of Assessment			For Information			
	Part Lot	Concession	Landowner	Roll Number	Approx. Ha. Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
Jananna - West Branch	Township of Wilmot											
	10	3 Block B	Jananna Corp.	9-164	9.34	\$ 51,156.00	\$ 6,344.00		\$ 57,500.00	\$ 19,167.00	\$ 22,800.00	\$ 15,533.00
	Total Assessments on Lands					\$ 51,156.00	\$ 6,344.00	\$ -	\$ 57,500.00	\$ 19,167.00	\$ 22,800.00	\$ 15,533.00
	Gerber Road Region of Waterloo					\$ 9,624.00	\$ 10,631.00		\$ 20,255.00			\$ 20,255.00
	Total Assessments on Roads					\$ 9,624.00	\$ 10,631.00	\$ -	\$ 20,255.00			\$ 20,255.00
	Total Assessments Branch Township of Wilmot					\$ 60,780.00	\$ 16,975.00	\$ -	\$ 77,755.00	\$ 19,167.00	\$ 22,800.00	\$ 35,788.00
	Township of Wellesley											
	7	1-008-02	Ladislaus & Laurretta Bauer	1-008-02	8.45	\$ -	\$ 9,395.00		\$ 9,395.00	\$ 3,132.00	\$ -	\$ 6,263.00
	7	1-008	264171 Holdings Ltd.	1-008	6.26	\$ -	\$ 7,650.00		\$ 7,650.00	\$ 2,550.00	\$ -	\$ 5,100.00
	Total Assessments on Lands					\$ -	\$ 17,045.00	\$ -	\$ 17,045.00	\$ 5,682.00	\$ -	\$ 11,363.00
Total Assessments Township of Wellesley					\$ -	\$ 17,045.00	\$ -	\$ 17,045.00	\$ 5,682.00	\$ -	\$ 11,363.00	
Total Assessments Jananna - West Branch					\$ 60,780.00	\$ 34,020.00	\$ -	\$ 94,800.00	\$ 24,849.00	\$ 22,800.00	\$ 47,151.00	

Property Details					Drainage Act Instruments of Assessment				For Information		
Part Lot	Concession	Landowner	Roll Number	Approx. Ha. Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
Township of Wilmot											
10	3 Block B	Peter & Dagmar Schneider	9-153	6.3	\$ 6,317.00	\$ 272.00	\$ 10,800.00	\$ 17,389.00	\$ 5,796.00	\$ 12,040.00	-\$ 447.00
10	3 Block B	David & Sherri Homanchuk	9-154	1.7	\$ 8,509.00	\$ 4.00		\$ 8,513.00	\$ 2,838.00	\$ 3,930.00	\$ 1,745.00
10	3 Block B	Jananna Corp.	9-164	28.7	\$ 3,494.00	\$ 1,850.00	\$ 20,520.00	\$ 25,864.00	\$ 8,621.00	\$ 19,160.00	-\$ 1,917.00
11	3 Block B	Kenneth & Catherine Heintz	9-156	6.2	\$ -	\$ 202.00		\$ 202.00	\$ 67.00	\$ -	\$ 135.00
11	3 Block B	Roadside Farm Inc.	9-163	42.8	\$ -	\$ 3,158.00		\$ 3,158.00	\$ 1,053.00	\$ -	\$ 2,105.00
12	3 Block B	David & Eva Cressman	9-160	3.1	\$ -	\$ 244.00		\$ 244.00	\$ 81.00	\$ -	\$ 163.00
Total Assessments on Lands					\$ 18,320.00	\$ 5,730.00	\$ 31,320.00	\$ 55,370.00	\$ 18,456.00	\$ 35,130.00	\$ 1,784.00
Gerber Road				Region of Waterloo	2.1	\$ -	\$ 825.00	\$ 825.00			\$ 825.00
Total Assessments on Roads					\$ -	\$ 825.00	\$ -	\$ 825.00			\$ 825.00
Total Assessments Branch Township of Wilmot					\$ 18,320.00	\$ 6,555.00	\$ 31,320.00	\$ 56,195.00	\$ 18,456.00	\$ 35,130.00	\$ 2,609.00
Township of Wellesley											
7	2 East	Ladislaus & Laurretta Bauer	1-008-02	8.45	\$ -	\$ 302.00		\$ 302.00	\$ 101.00	\$ -	\$ 201.00
7	2 East	264171 Holdings Ltd.	1-008	25.45	\$ -	\$ 982.00		\$ 982.00	\$ 327.00	\$ -	\$ 655.00
7	2 East	Jeffrey Furtado & Paige Stewart	1-008-01	4.5	\$ -	\$ 35.00		\$ 35.00	\$ 12.00	\$ -	\$ 23.00
8	2 East	Robert & Anne Jantzi	1-009	25	\$ -	\$ 1,696.00		\$ 1,696.00	\$ 565.00	\$ -	\$ 1,131.00
8	3 East	Bamway Industries Inc.	1-027	6.9	\$ -	\$ 358.00		\$ 358.00	\$ 119.00	\$ -	\$ 239.00
8	3 East	Jammon & Elvina Bauman	1-026	6.3	\$ -	\$ 332.00		\$ 332.00	\$ 111.00	\$ -	\$ 221.00
Total Assessments on Lands					\$ -	\$ 3,705.00	\$ -	\$ 3,705.00	\$ 1,235.00	\$ -	\$ 2,470.00
Total Assessments Township of Wellesley					\$ -	\$ 3,705.00	\$ -	\$ 3,705.00	\$ 1,235.00	\$ -	\$ 2,470.00
Total Assessments Koch-Leis Drain					\$ 18,320.00	\$ 10,260.00	\$ 31,320.00	\$ 59,900.00	\$ 19,691.00	\$ 35,130.00	\$ 5,079.00

	Drainage Act Instruments of Assessment				For Information		
	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
Total Assessments Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023	\$ 226,760.00	\$ 136,360.00	\$ 99,780.00	\$ 462,900.00	\$ 143,417.00	\$ 167,400.00	\$ 152,083.00

Notes:

- 1 All Lands may be eligible for ADIP Grants.
- 2 The Special Benefit Assessment (Sec. 24) is the benefit portion of the crossing considerations.
- 3 The Net Estimated Expense is the Total Assessment less gov't grants and allowances (if applicable).

**Schedule of Assessment for Construction
Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023**

Property Details				Assessment Summary					For Information		
				Bamberg Creek Drain	Jananna - East Branch	Jananna - West Branch	Koch-Leis Drain	Total Assessment	Less Gov't Grant	Less Allowances	Net Estimated Expense
Part Lot	Concession	Landowner	Roll Number								
Township of Wilmot											
9	3 Block B	Oleg & Elena Borissova	9-151	\$ 7,857.00	\$ -	\$ -	\$ -	\$ 7,857.00	\$ 2,619.00	\$ 3,040.00	\$ 2,198.00
9	3 Block B	Cory & Kirby Kittel	9-165	\$ 22,615.00	\$ 26,756.00	\$ -	\$ -	\$ 49,371.00	\$ 16,457.00	\$ 7,580.00	\$ 25,334.00
10	3 Block B	Peter & Dagmar Schneider	9-153	\$ 14,433.00	\$ -	\$ -	\$ 17,389.00	\$ 31,822.00	\$ 10,607.00	\$ 16,070.00	\$ 5,145.00
10	3 Block B	Peter & Barbara Wurtele	9-153-01	\$ 45,013.00	\$ -	\$ -	\$ -	\$ 45,013.00	\$ 15,004.00	\$ 37,110.00	\$ (7,101.00)
10	3 Block B	David & Sherri Homanchuk	9-154	\$ 63,738.00	\$ -	\$ -	\$ 8,513.00	\$ 72,251.00	\$ 24,084.00	\$ 50,140.00	\$ (1,973.00)
10	3 Block B	Jananna Corp.	9-164	\$ 21,689.00	\$ 61,299.00	\$ 57,500.00	\$ 25,864.00	\$ 166,352.00	\$ 55,451.00	\$ 53,460.00	\$ 57,441.00
11	3 Block B	Kenneth & Catherine Heintz	9-156	\$ 1,030.00	\$ -	\$ -	\$ 202.00	\$ 1,232.00	\$ 411.00	\$ -	\$ 821.00
11	3 Block B	Roadside Farm Inc.	9-163	\$ 8,864.00	\$ -	\$ -	\$ 3,158.00	\$ 12,022.00	\$ 4,007.00	\$ -	\$ 8,015.00
12	3 Block B	David & Eva Cressman	9-160	\$ 684.00	\$ -	\$ -	\$ 244.00	\$ 928.00	\$ 309.00	\$ -	\$ 619.00
Total Assessments on Lands				\$ 185,923.00	\$ 88,055.00	\$ 57,500.00	\$ 55,370.00	\$ 386,848.00	\$ 128,949.00	\$ 167,400.00	\$ 90,499.00
Gerber Road		Region of Waterloo		\$ 4,364.00	\$ 7,205.00	\$ 20,255.00	\$ 825.00	\$ 32,649.00			\$ 32,649.00
Total Assessments on Roads				\$ 4,364.00	\$ 7,205.00	\$ 20,255.00	\$ 825.00	\$ 32,649.00			\$ 32,649.00
Total Assessments Township of Wilmot				\$ 190,287.00	\$ 95,260.00	\$ 77,755.00	\$ 56,195.00	\$ 419,497.00	\$ 128,949.00	\$ 167,400.00	\$ 123,148.00
Township of Wellesley											
6	2 East	Natalee Ridgeway	1-007-00	\$ 1,571.00	\$ 5,529.00	\$ -	\$ -	\$ 7,100.00	\$ 2,367.00		\$ 4,733.00
6	2 East	Ronald & Rosemary McCormick	1-007-01	\$ 1,140.00	\$ 4,011.00	\$ -	\$ -	\$ 5,151.00	\$ 1,717.00		\$ 3,434.00
7	2 East	Ladislaus & Laurretta Bauer	1-008-02	\$ 848.00	\$ -	\$ 9,395.00	\$ 302.00	\$ 10,545.00	\$ 3,515.00		\$ 7,030.00
7	2 East	264171 Holdings Ltd.	1-008	\$ 2,757.00	\$ -	\$ 7,650.00	\$ 982.00	\$ 11,389.00	\$ 3,796.00		\$ 7,593.00
7	2 East	Jeffrey Furtado & Paige Stewart	1-008-01	\$ 99.00	\$ -	\$ -	\$ 35.00	\$ 134.00	\$ 45.00		\$ 89.00
8	2 East	Robert & Anne Jantzi	1-009	\$ 4,759.00	\$ -	\$ -	\$ 1,696.00	\$ 6,455.00	\$ 2,152.00		\$ 4,303.00
8	3 East	Bamway Industries Inc.	1-027	\$ 1,006.00	\$ -	\$ -	\$ 358.00	\$ 1,364.00	\$ 455.00		\$ 909.00
8	3 East	Jammon & Elvina Bauman	1-026	\$ 933.00	\$ -	\$ -	\$ 332.00	\$ 1,265.00	\$ 422.00		\$ 843.00
Total Assessments on Lands				\$ 13,113.00	\$ 9,540.00	\$ 17,045.00	\$ 3,705.00	\$ 43,403.00	\$ 14,469.00	\$ -	\$ 28,934.00
Total Assessments Township of Wellesley				\$ 13,113.00	\$ 9,540.00	\$ 17,045.00	\$ 3,705.00	\$ 43,403.00	\$ 14,469.00	\$ -	\$ 28,934.00
Total Assessments Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023				\$ 203,400.00	\$ 104,800.00	\$ 94,800.00	\$ 59,900.00	\$ 462,900.00	\$ 143,418.00	\$ 167,400.00	\$ 152,082.00

Notes:

- 1 All Lands may be eligible for ADIP Grants.
- 2 The Net Estimated Expense is the Total Assessment less gov't grants and allowances (if applicable).



Schedule D

Assessment for Future Maintenance

Schedule of Assessment for Future Maintenance Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023

Bamberg Creek Drain	Property Details				Interval			
					0+000 to 0+287		0+287 to 0+650	
	Part Lot	Concession	Landowner	Roll Number	Approx. Hectares Affected	Portion of Maintenance Assessment	Approx. Hectares Affected	Portion of Maintenance Assessment
Township of Wilmot								
9	3 Block B	Oleg & Elena Borissova	9-151	2.00	8.9%	8.54	4.0%	
9	3 Block B	Cory & Kirby Kittel	9-165	13.84	32.1%	13.84	5.2%	
10	3 Block B	Peter & Dagmar Schneider	9-153			9.30	8.2%	
10	3 Block B	Peter & Barbara Wurtele	9-153-01			0.89	3.4%	
10	3 Block B	David & Sherri Homanchuk	9-154	1.00	9.5%	3.70	4.8%	
10	3 Block B	Jananna Corp.	9-164	5.88	14.7%	45.30	21.5%	
11	3 Block B	Kenneth & Catherine Heintz	9-156			6.20	2.2%	
11	3 Block B	Roadside Farm Inc.	9-163			42.80	18.8%	
12	3 Block B	David & Eva Cressman	9-160			3.10	1.4%	
Total Assessments on Lands					22.72	65.2%	133.67	69.6%
Gerber Road		Region of Waterloo		1.04	15.0%	3.14	5.2%	
Total Assessments on Roads					1.04	15.0%	3.14	5.2%
Total Assessments Township of Wilmot					23.76	80.2%	136.81	74.7%
Township of Wellesley								
6	2 East	Natalee Ridgeway	1-007-00	7.98	11.5%	7.98	1.9%	
6	2 East	Ronald & Rosemary McCormick	1-007-01	5.79	8.3%	5.79	1.4%	
7	2 East	Ladislaus & Laurretta Bauer	1-008-02			8.45	1.8%	
7	2 East	264171 Holdings Ltd.	1-008			25.45	5.8%	
7	2 East	Jeffrey Furtado & Paige Stewart	1-008-01			4.50	0.2%	
8	2 East	Robert & Anne Jantzi	1-009			25.00	10.1%	
8	3 East	Bamway Industries Inc.	1-027			6.90	2.1%	
8	3 East	Jammon & Elvina Bauman	1-026			6.30	2.0%	
Total Assessments on Lands					13.77	19.8%	84.58	25.2%
Total Assessments Township of Wellesley					13.77	19.8%	84.58	25.2%
Total Assessments Bamberg Creek Drain					37.53	100.0%	221.39	100.0%

Jananna - East Branch	Property Details				Interval			
					0+000 to 0+218		0+218 to 0+598	
	Part Lot	Concession	Landowner	Roll Number	Approx. Hectares Affected	Portion of Maintenance Assessment	Approx. Hectares Affected	Portion of Maintenance Assessment
Township of Wilmot								
9	3 Block B	Cory & Kirby Kittel	9-165	13.84	43.3%	0.68	36.8%	
10	3 Block B	Jananna Corp.	9-164	5.88	16.9%	1.50	63.2%	
Total Assessments on Lands					19.72	60.2%	2.18	100.0%
Gerber Road		Region of Waterloo		1.04	17.1%			
Total Assessments on Roads					1.04	17.1%		
Total Assessments Main Closed Township of Wilmot					20.76	77.3%	2.18	100.0%
Township of Wellesley								
6	2 East	Natalee Ridgeway	1-007-00	7.98	13.1%			
6	2 East	Ronald & Rosemary McCormick	1-007-01	5.79	9.5%			
Total Assessments on Lands					7.98	22.7%		
Total Assessments Township of Wellesley					7.98	22.7%		
Total Assessments Jananna - East Branch					28.74	100.0%	2.18	100.0%

Jananna - West Branch	Property Details				Interval	
					0+000 to 0+760	
	Part Lot	Concession	Landowner	Roll Number	Approx. Hectares Affected	Portion of Maintenance Assessment
Township of Wilmot						
10	3 Block B	Jananna Corp.	9-164	9.34	42.6%	
Total Assessments on Lands				9.34	42.6%	
Gerber Road		Region of Waterloo		0.87	22.0%	
Total Assessments on Roads				0.87	22.0%	
Total Assessments Township of Wilmot				10.21	64.7%	
7	2 East	Ladislaus & Laurretta Bauer	1-008-02	8.45	19.5%	
7	2 East	264171 Holdings Ltd.	1-008	6.26	15.9%	
Total Assessments on Lands				8.45	35.3%	
Total Assessments Township of Wellesley				8.45	35.3%	
Total Assessments Jananna - West Branch				18.66	100.0%	

Koch-Leis Drain	Property Details				Interval				
					0+000 to 0+551		0+551 to Gerber Road		Township of Wellesley
	Part Lot	Concession	Landowner	Roll Number	Approx. Hectares Affected	Portion of Maintenance Assessment	Approx. Hectares Affected	Portion of Maintenance Assessment	Approx. Hectares Affected
Township of Wilmot									
10	3 Block B	Peter & Dagmar Schneider	9-153	6.30	7.3%				
10	3 Block B	David & Sherri Homanchuk	9-154	1.70	4.5%				
10	3 Block B	Jananna Corp.	9-164	28.70	22.1%	0.50	0.70%		
11	3 Block B	Kenneth & Catherine Heintz	9-156	6.20	2.9%				
11	3 Block B	Roadside Farm Inc.	9-163	42.80	25.1%	25.00	39.5%		
12	3 Block B	David & Eva Cressman	9-160	3.10	1.9%	3.10	3.7%		
Total Assessments on Lands				88.80	63.9%	28.60	44.0%		
Gerber Road		Region of Waterloo		2.10	6.6%	1.23	7.4%		
Total Assessments on Roads				2.10	6.6%	1.23	7.4%	0.00	0.0%
Total Assessments Township of Wilmot				90.90	70.5%	29.83	51.4%	0.00	0.0%
7	2 East	Ladislaus & Laurretta Bauer	1-008-02	8.45	2.4%				
7	2 East	264171 Holdings Ltd.	1-008	25.45	7.8%	18.69	11.3%	18.69	23.8%
7	2 East	Jeffrey Furtado & Paige Stewart	1-008-01	4.50	0.3%	4.50	0.5%	4.50	1.1%
8	2 East	Robert & Anne Jantzi	1-009	25.00	13.5%	25.00	26.1%	25.00	54.0%
8	3 East	Bamway Industries Inc.	1-027	6.90	2.9%	6.90	5.5%	6.90	10.9%
8	3 East	Jammon & Elvina Bauman	1-026	6.30	2.6%	6.30	5.1%	6.30	10.2%
Total Assessments on Lands				76.60	29.5%	61.39	48.6%	61.39	100.0%
Total Assessments Township of Wellesley				76.60	29.5%	61.39	48.6%	61.39	100.0%
Total Assessments Koch-Leis Drain				167.50	100.0%	91.22	100.0%	61.39	100.0%

Notes:

- 1 All Lands may be eligible for ADIP Grants.
- 2 All maintenance activities on road right-of-ways shall be completed at the expense of the the road authority having jurisdiction over the road.
- 3 Lands located upstream of the maintenance shall be determined by the the Drainage Superintendent.



Specifications for the Construction of Municipal Drainage Works

DIVISION A – General Conditions
DIVISION B – Specifications for Open Drains
DIVISION C – Specifications for Tile Drains
DIVISION H – Special Provisions



DIVISION A

General Conditions



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DIVISION A – GENERAL CONDITIONS

A.1. Scope

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

A.2. Tenders

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

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

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

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

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

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

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

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



A.4. Payment

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

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

A.5. Contractor's Liability Insurance

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

The following are to be named as co-insured:

- Successful Contractor
- Sub-Contractor
- Municipality
- Headway Engineering

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

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

A.7. Commencement and Completion of Work

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

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

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



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

A.8. Working Area and Access

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

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

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

A.9. Sub-Contractors

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

A.10. Permits, Notices, Laws and Rules

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

A.11. Railways, Highways, and Utilities

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

A.12. Errors and Unusual Conditions

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

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

A.13. Alterations and Additions

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In



every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

A.14. Supervision

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

A.15. Field Meetings

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

A.16. Periodic and Final Inspections

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

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

A.17. Acceptance By the Municipality

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

A.18. Warranty

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

A.19. Termination of Contract By The Municipality

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer,



or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.

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

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

A.20. Tests

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

A.21. Pollution

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

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

A.22. Species and Risk

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

A.23. Road Crossings

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

A.23.1. Road Occupancy Permit



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

A.23.2. Road Closure Request and Construction Notification

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

A.23.3. Traffic Control

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

A.23.4. Weather

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

A.23.5. Equipment

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

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

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

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

A.24. Laneways

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

Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the



culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

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

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

A.25. Fences

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

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

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

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

A.26. Livestock

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

A.27. Standing Crops

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

A.28. Surplus Gravel

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

A.29. Iron Bars

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

A.30. Rip-Rap



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

A.31. Clearing, Grubbing and Brushing

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

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

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

A.32. Restoration of Lawns

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

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

END OF DIVISION



DIVISION B

Specifications for Open Drains



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DIVISION B – SPECIFICATIONS FOR OPEN DRAINS

B.1. Alignment

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

B.2. Profile

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

B.3. Excavation

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

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

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

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

B.4. Excavated Material

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

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water behind the spoil bank. The excavated material shall be placed and levelled to a maximum depth of 200 mm, unless instructed otherwise and commence a minimum of one (1) metre from the top of the bank. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2(h):1(v). The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue



hardship to the farm machinery and farm personnel. No excavated material shall cover any logs, brush, etc. of any kind.

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

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

B.5. Excavation at Existing Bridge and Culvert Sites

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

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

B.6. Pipe Culverts

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

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

B.7. Rip-Rap Protection For Culverts

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

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

B.8. Clearing, Grubbing and Mulching

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



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

B.9. Tributary Tile Outlets

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

B.10. Seeding

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

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

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

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

B.11. Hydro Seeding

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

B.12. Hand Seeding

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

B.13. Completion

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

END OF DIVISION



DIVISION C

Specifications for Tile Drains



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DIVISION C – SPECIFICATIONS FOR TILE DRAINS

C.1. Pipe Materials

Concrete Tile

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

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

High Density Polyethylene (HDPE) Pipe

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

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

C.2. Alignment

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

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

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

C.3. Profile

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

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



C.4. Excavation

Wheel machine

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

Scalping

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

Excavator

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

C.5. Installation

Concrete Tile

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

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

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

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

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



HDPE Pipe

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

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

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

C.6. Trench Crossings

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

C.7. Outlet Protection

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

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

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

C.8. Catch Basins and Junction Boxes

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



structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmX600mm shall be 90mm.

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

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

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

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

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

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

C.9. Tributary Drains

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

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

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

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

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



C.10. Clearing, Grubbing and Mulching

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

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

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

C.11. Roads and Laneway Sub-Surface Crossings

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

C.12. Filling In Existing Ditches

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

C.13. Construction of Grassed Waterways

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

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

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

C.14. Unstable Soil

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

C.15. Rocks

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



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

C.16. Broken or Damaged Tile

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

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

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

END OF DIVISION



SPECIAL PROVISIONS

**Bamberg Creek, Jananna, and
Koch-Leis Municipal Drains 2023**



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Special Provisions means special directions containing requirements particular to the work not adequately provided for by the standard or supplemental specifications. Special provisions shall take precedence and govern over any standard or supplemental specification.

1.0 GENERAL

The Contractor shall notify the Landowner, the Drainage Superintendent, and the Engineer 48 hours prior to construction.

The Contractor shall arrange a pre-construction meeting and shall invite the Landowners on whose property work will take place, and the Engineer, and the Drainage Superintendent.

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

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

The Contractor must maintain access to all driveways along the route of the drain as well as always maintain access for all emergency vehicles during the construction.

The Contractor shall be responsible for settlement within the warranty period.

2.0 UTILITIES

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

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

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

3.0 WORKING AREA AND ACCESS

Access to the working area shall be designated by the Landowner.

3.1 Closed Portion

The average working width for construction purposes shall be 25 metres along the alignment of the proposed drain.

3.2 Open Portion

The working area shall be an average working width of 12 metres for construction purposes along the working side.

4.0 CLEARING BRUSHING AND MULCHING

The Contractor shall clear, brush and mulch trees from within the working area that interfere with the construction of the drainage system. The Contractor shall not clear all trees within the working area unless the full working width in a specific section is required for the installation of the drain and unless the Engineer has authorized the full clearing of the trees.



All trees, limbs, and brush less than 150mm in diameter shall be mulched/chipped. Clearing and brushing shall be done prior to the construction of the drain. Trees and branches greater than 150mm in diameter shall be cut into lengths no greater than four metres and placed in nearby stacks designated by the Landowner. Trees removed from road right-of-ways shall be mulched or disposed of offsite by the Contractor.

5.0 PIPE AND INSTALLATION

5.1 Concrete Field Tile

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

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

Where the drain is to be installed by means of an approved wheel trencher, the Contractor shall strip the topsoil for the specified width centred on the proposed drain. Where the drain is to be installed by means of an approved hydraulic excavator (due to poor soil conditions), the Contractor shall strip the topsoil for a width equal to the top width of the trench, or the specified width, whichever is greater. The Contractor shall stockpile the topsoil and later spread it over the backfilled trench. The Contractor shall ensure that the top soiled trench is left in a condition such that the landowner can perform final restoration using nothing more than farm equipment. The Contractor will not attempt to place frozen topsoil over the backfilled trench.

Concrete field tile installed by means of a wheel machine shall be backfilled using suitable native material. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands.

Concrete field tile installed by means of an approved hydraulic excavator shall be installed using 19mm crushed stone bedding from a minimum of 150mm below the pipe to the springline of the pipe. Suitable native material shall be used as backfill from the springline to the underside of the topsoil.

The Contractor shall supply and wrap all concrete joints with geotextile filter material. The width of the filter material shall be:

- 300mm wide with 300mm overlap for tile sizes up to 350mm diameter.
- 400mm wide with 400mm overlap for tile size 400mm diameter.

The filter material shall completely cover the tile joint.

The Contractor shall be responsible for all trench settlement within the warranty period.

5.2 High Density Polyethylene Pipe (HDPE)

All HDPE pipe shall be CSA B182.8 with gasketed watertight jointing systems.

All HDPE pipe shall be installed using 19mm crushed stone bedding (or approved equivalent) from a minimum of 150mm below the pipe to 150mm above the pipe. Suitable native material shall be used as backfill from 150mm above the pipe to the underside of the topsoil.

The Contractor shall be responsible for all trench settlement within the warranty period.



5.3 Poor Soil Conditions

The Contractor shall submit a unit price for installation of the pipe per the detail on wrapped crushed stone bedding as a provisional item. The provisional amount for installation on wrapped crushed stone bedding shall include the supply and installation of all additional labour, equipment and materials required for the installation of the pipe by this method.

If poor soil conditions are encountered, the Contractor shall install the pipe in accordance with the detail for wrapped crushed stone bedding and shall be entitled to the provisional tender amount, in addition to the tendered standard installation price. The Contractor shall be paid for the actual lengths installed in this condition.

6.0 TOPSOIL STRIPPING AND FINE GRADING

The Contractor shall strip the topsoil along the alignment of the tile drain to a width of four metres. The Contractor shall stockpile the topsoil and later spread it over the backfilled trench. The Contractor shall ensure that the topsoiled trench is left in a condition that the Landowner can perform final restoration using nothing more than farm equipment.

7.0 EXCAVATED MATERIAL

The excavated material from the ditch cleanout shall be spread on the working side to a maximum depth of 200mm in accordance with the typical open ditch cleanout detail included in the drawing set.

8.0 SEEDING

The Contractor shall supply and spread an approved seed mixture (OPS 803 – Lowland Mix) over the disturbed areas.

All seed shall be applied using the manufacturer's application recommendations.

9.0 OUTLET STRUCTURE

The Contractor shall place riprap in the streambed and up the sideslope of Bamberg Creek in accordance with the typical outlet detail included in the drawing set.

10.0 EXISTING DRAINS/TILE CONNECTIONS

The Contractor shall make all tributary tile drain connections.

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

The Contractor shall supply all necessary materials to complete the connections of the existing drains to the new drain. The type of materials used to make the tributary drain connections shall be verified with the engineer.

All existing drains cut off during the installation of the new drainage system that will be connected to the new drainage system shall be flagged or marked by the Contractor prior to the connection being made.



11.0 CATCHBASINS AND JUNCTION BOXES

All catchbasins shall be precast concrete catchbasins and shall have a 300mm sump.

All catchbasin grates shall be fastened to the new catchbasin and shall be hot dipped galvanized bird cage grates. Catchbasin marker signs shall be erected at all catchbasins.

All existing catchbasins that are to be removed shall be disposed of off-site by the Contractor.

The catchbasin grate elevations shall be set to the satisfaction of the Engineer. Lifts shall be placed by the Contractor on all catchbasins if necessary to achieve the desired elevation when field setting the structures.

All catchbasins shall be installed using 19mm crushed stone bedding from 150mm below the structure to 150mm above the top of the highest pipe entering or exiting the structure. Structures within the road allowances shall have 300mm minimum of Granular 'B' backfill around all sides up to the underside of the topsoil layer. Structures on private property shall be backfilled using approved native material up to the underside of the topsoil layer. All backfill material shall be placed and thoroughly compacted evenly around each structure in lifts not exceeding 300mm to minimize settlement around the structures. The Contractor shall be responsible for all settlement around catchbasins. Should the area around the catchbasin settle after construction, the Contractor shall be responsible for providing additional rip-rap required so that the top of the rip-rap is flush with the surrounding ground.

The Contractor shall place quarry stone rip-rap material around all sides of the catchbasin for a width of one metre and shall be placed on geotextile filter material.

All holes for catchbasin pipe connections to be cored by the manufacturer. All pipes entering or exiting a catchbasin or shall be installed such that the face of the pipe is flush with the inside wall of the structure.

The Contractor shall be responsible to repair or reapply mortar for all mortared connections into any catchbasin for a period of one year after the completion certificate has been issued.

12.0 ROAD WORKS

The Contractor shall be responsible to arrange all traffic control signals, signs and devices that are required for safe and proper traffic management during the installation of the drainage system. The Contractor shall contact the Region of Waterloo for specific local procedures, guidelines, and timelines. Traffic control shall meet the standards of Book 7 of the Ontario Traffic Manual.

The Contractor shall grade the road ditches to the new catchbasin. Any disturbed area within the Municipal Right-of-Way during construction shall be topsoiled and seeded with an approved grass seed mixture.

13.0 RIP-RAP

All stone rip-rap material shall be quarry stone 150mm to 300mm diameter and placed to a depth of 300mm, unless otherwise noted. All rip-rap material shall be placed on geo-textile filter material.



14.0 EROSION AND SEDIMENT CONTROL

The Contractor shall provide adequate erosion and sediment control for the duration of construction including monitoring and maintenance of the control measures put in place. The Contractor shall inspect the erosion and sediment control measures regularly, and specifically before predicted rainfall events, and after rainfall events.

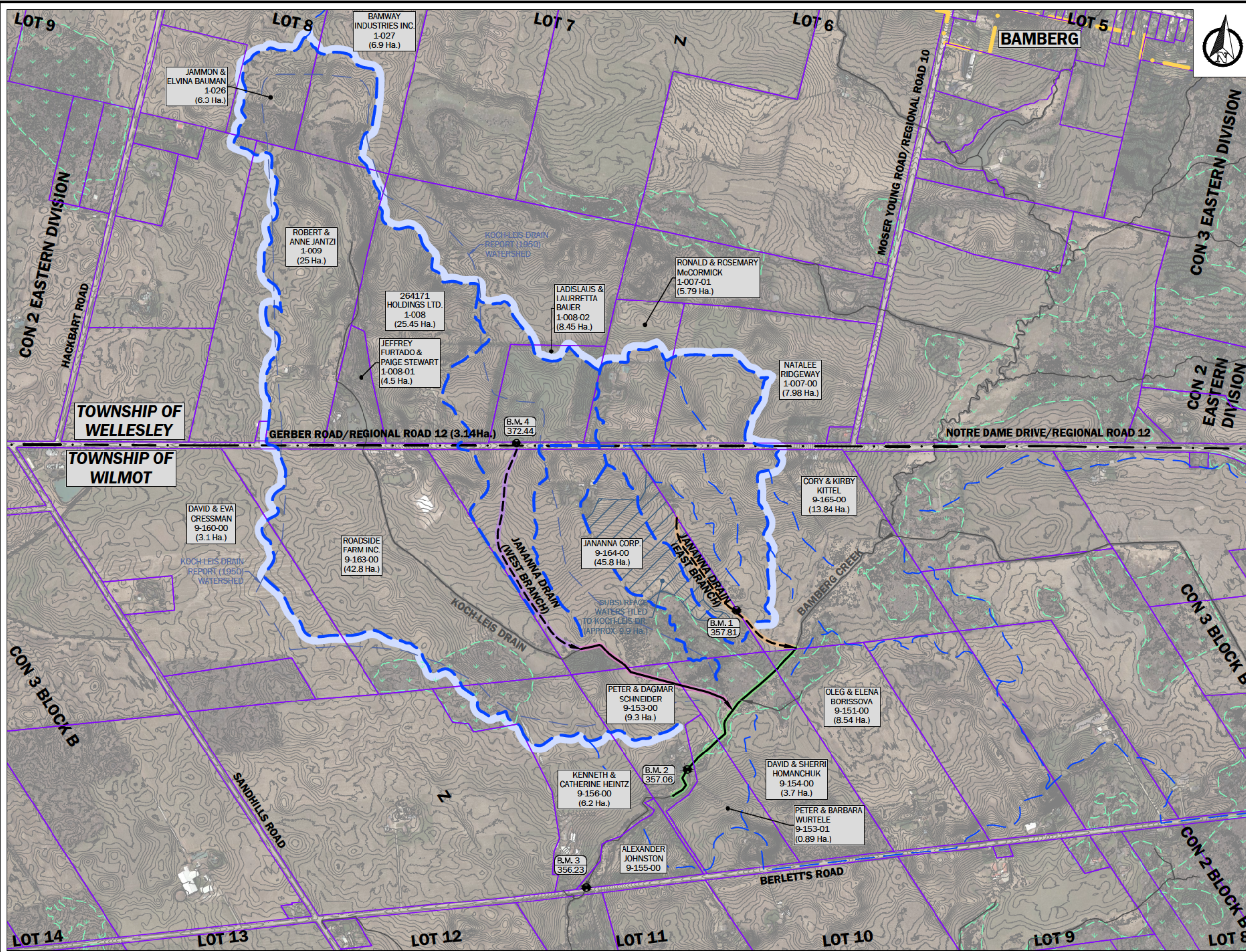
15.0 ENDANGERED SPECIES ACT AND THE EASTERN MEADOWLARK

The Contractor shall review species information made available by the Ministry of Environment, Conservation & Parks (MECP) prior to the start of construction to identify the species should any be observed on site.

The Contractor shall designate a staff member to inspect the daily working area for the species, and their nests prior to the start of any work activities each day. The Contractor shall complete the following daily log of inspections.

Eastern Meadowlark - Daily Inspection Log				
Date	Daily Work Area (Sta. x+xxx to Sta. y+yyy)	Number of Sightings	Comments	Staff Signature

Should an Eastern Meadowlark or its nest be encountered, the Contractor shall immediately flag the location, obtain GPS coordinates of nesting site flags, and notify the Contractor Administrator, and the Site Foreman. The Contractor shall ensure that construction activities are modified to not cause harm to the species, or its nest. The Contract Administrator shall notify the MECP.



WARD 2
JANANNA MUNICIPAL DRAIN
 Watershed Plan

NOTES:
 1. AERIAL PHOTOGRAPHY PROVIDED BY WILMOT TOWNSHIP.
 2. CONTOURS GENERATED USING 2018 LIDAR DERIVED DATASET REPRESENTING BARE-EARTH TERRAIN FROM LAND INFORMATION ONTARIO.

BENCHMARK DESCRIPTIONS

BENCHMARK No. 1 ELEV.=357.81
 NAIL IN NORTH FACE OF FENCE POST 5m EAST OF STA. 0+234 (JANANNA EAST BR.)

BENCHMARK No. 2 ELEV.=357.06
 TOP CENTRE UPSTREAM END OF CONCRETE BRIDGE AT STA. 0+537 (BAMBERG)

BENCHMARK No. 3 ELEV.=356.23
 TOP CENTRE UPSTREAM END OF CONCRETE BOX CULVERT AT STA. 1+125 (BAMBERG)

BENCHMARK No. 4 ELEV.=372.44
 TOP CENTRE UPSTREAM END OF 450mmØ H.D.P.E. SURFACE CULVERT AT STA. 0+780 (JANANNA WEST BR.)

LEGEND

- LOT/CONCESSION LINE
- PROPERTY LINE
- URBAN BOUNDARY
- TOWNSHIP BOUNDARY
- MAJOR WATERSHED BOUNDARY
- MINOR WATERSHED BOUNDARY
- WETLAND LIMIT

BENCHMARK LOCATION

B.M. 1 123.45
 BENCHMARK No.
 BENCHMARK ELEVATION

JOHN & JANE SMITH 12-345 (12.3 Ha.)
 LANDOWNER NAME(S)
 ASSESSMENT ROLL No. (ABBREVIATED)
 APPROX. AREA AFFECTED

EXISTING FEATURES:

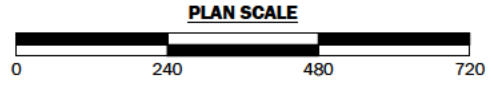
- OPEN DRAIN WITH CROSSING AND FLOW DIRECTION
- CLOSED DRAIN WITH CATCH BASIN, MANHOLE AND FLOW DIRECTION
- OVERLAND FLOW PATH

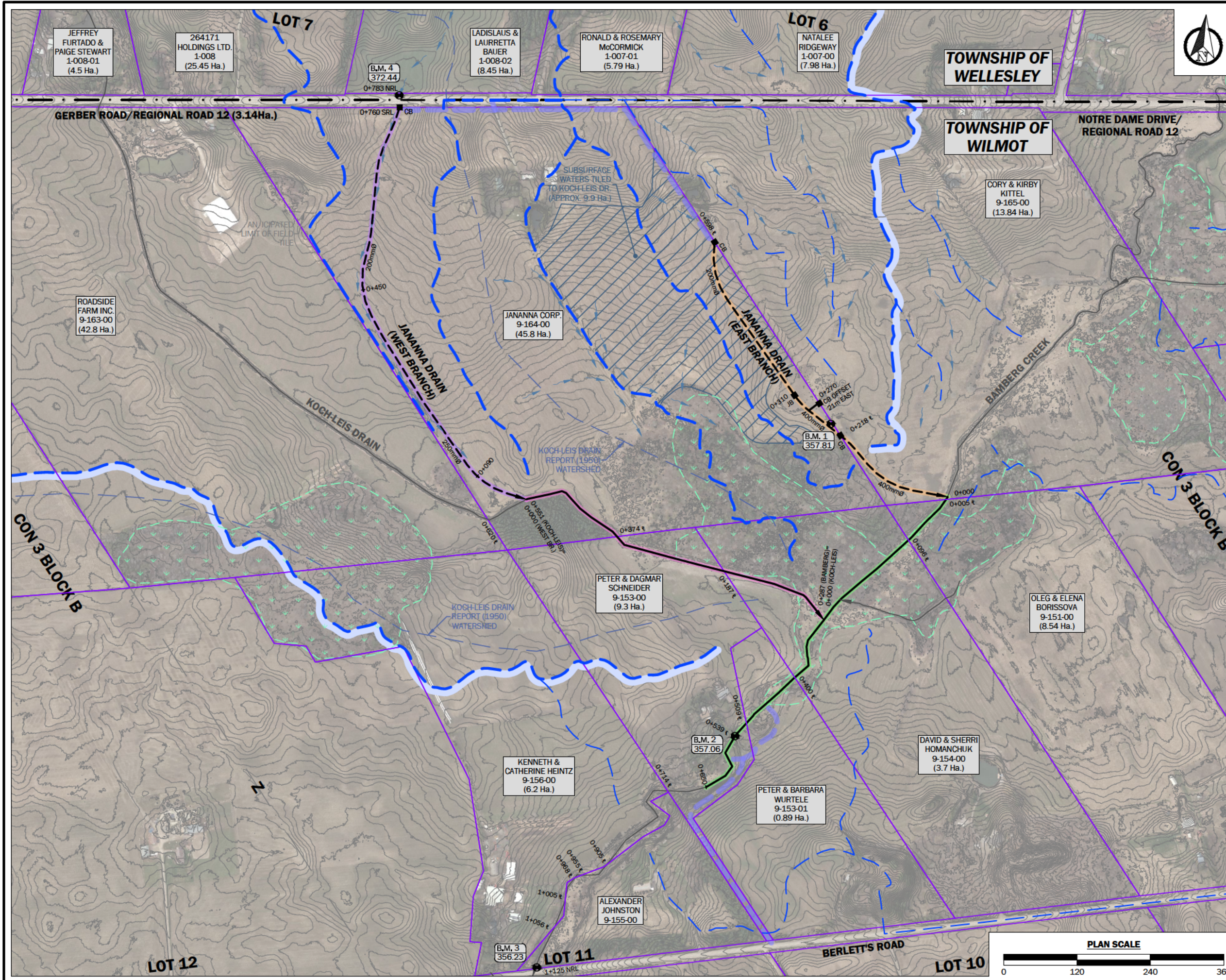
PROPOSED FEATURES:

- OPEN DRAIN WITH CROSSING AND FLOW DIRECTION
- CLOSED DRAIN WITH CATCH BASIN, MANHOLE AND FLOW DIRECTION

	4	REPORT SUBMISSION	23-04-28
	3	KOCH-LEIS INFORMATION MTG.	22-11-24
	2	INFORMATION MEETING	22-09-29
	1	ON-SITE MEETING	21-09-22
No.	REVISION	DATE (YY-MM-DD)	

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DATE: 2023-04-28	REFERENCE No. WLMT-002	DRAWING No. 1 OF 6





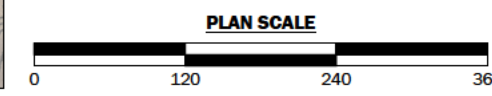
NOTES:
 1. AERIAL PHOTOGRAPHY PROVIDED BY WILMOT TOWNSHIP.
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 - BENCHMARK No. 4** ELEV.=372.44
TOP CENTRE UPSTREAM END OF 450mmØ H.D.P.E. SURFACE CULVERT AT STA. 0+780 (JANANNA WEST BR.)

- LEGEND**
- LOT/CONCESSION LINE
 - PROPERTY LINE
 - TOWNSHIP BOUNDARY
 - MAJOR WATERSHED BOUNDARY
 - MINOR WATERSHED BOUNDARY
 - WETLAND LIMIT
 - CONSTRUCTION/MAINTENANCE ACCESS
 - BENCHMARK LOCATION
 - B.M. 1 123.45 → BENCHMARK No.
 - 123.45 → BENCHMARK ELEVATION
 - JOHN & JANE SMITH 12-345 → LANDOWNER NAME(S)
 - 12-345 → ASSESSMENT ROLL No. (ABBREVIATED)
 - 12.3 Ha. → APPROX. AREA AFFECTED

- EXISTING FEATURES:**
- DRAIN NAME → OPEN DRAIN WITH CROSSING AND FLOW DIRECTION
 - DRAIN NAME → CLOSED DRAIN WITH CATCH BASIN, MANHOLE AND FLOW DIRECTION
 - OVERLAND FLOW PATH
- PROPOSED FEATURES:**
- DRAIN NAME → OPEN DRAIN WITH CROSSING AND FLOW DIRECTION
 - DRAIN NAME → CLOSED DRAIN WITH CATCH BASIN, MANHOLE AND FLOW DIRECTION

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	1	ON-SITE MEETING	21-09-22
No.	REVISION	DATE (YY-MM-DD)	



JANANNA MUNICIPAL DRAIN

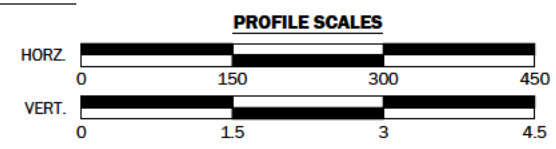
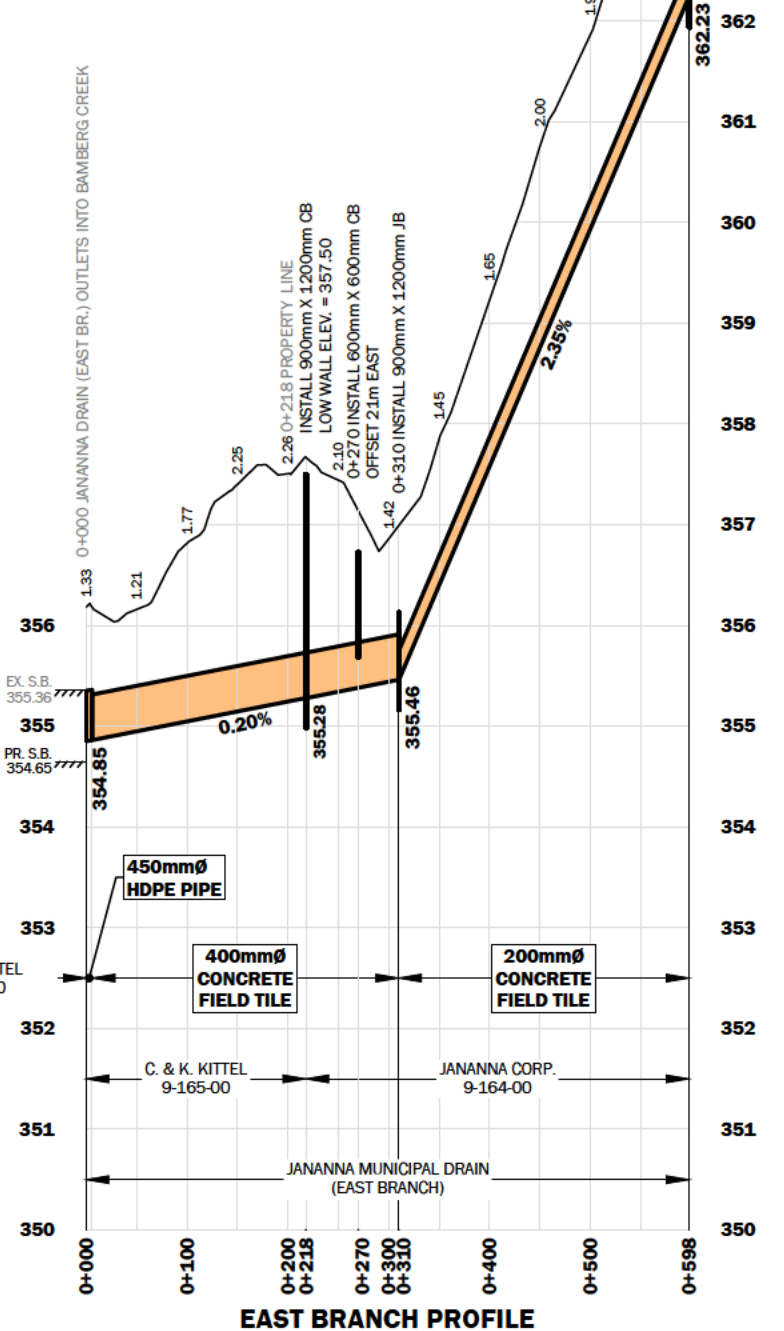
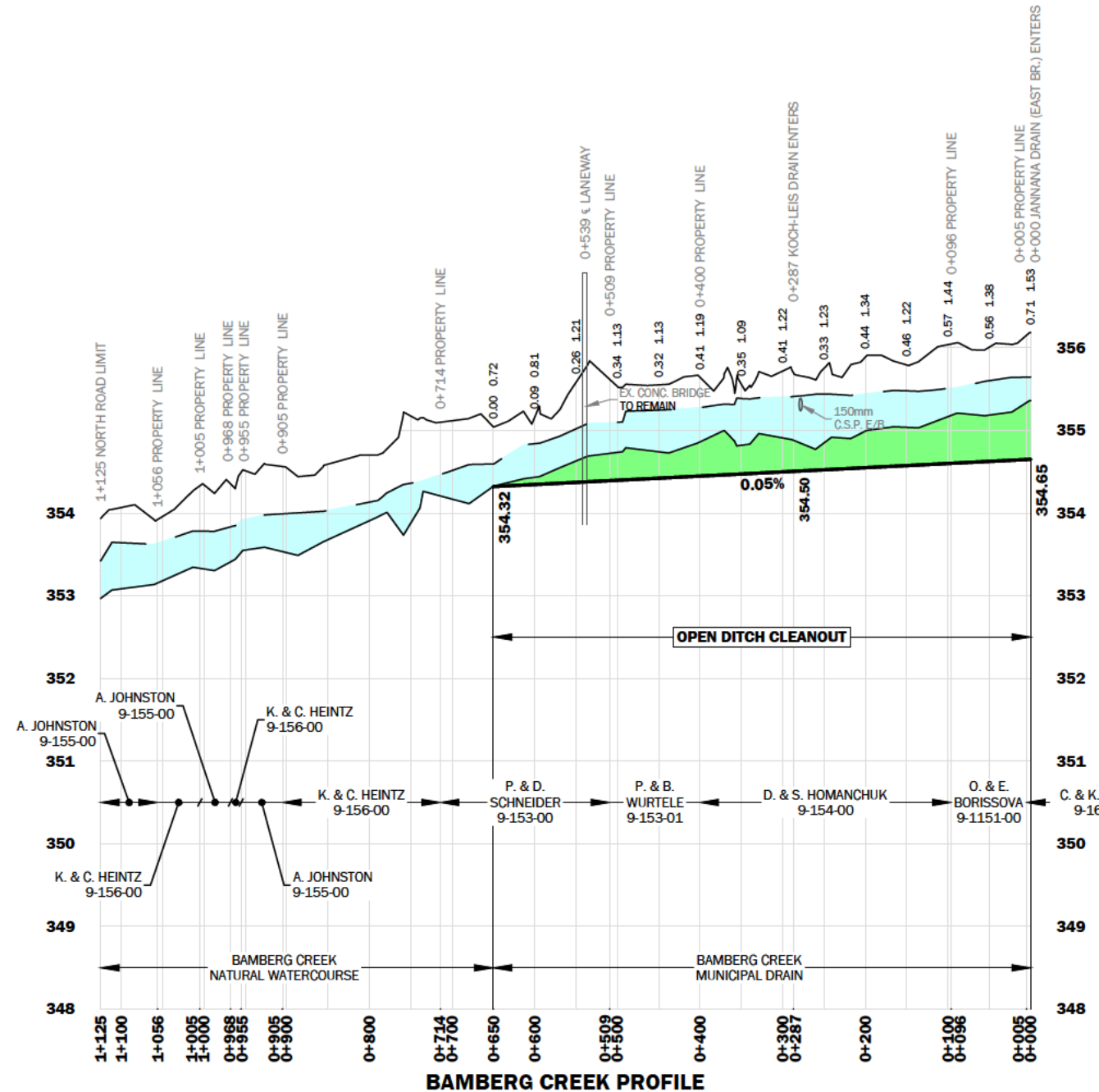
Bamberg Creek and East Branch Profiles

BENCHMARK DESCRIPTIONS

BENCHMARK No. 1 NAIL IN NORTH FACE OF FENCE POST 5m EAST OF STA. 0+234 (JANANNA EAST BR.)	ELEV.=357.81
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BENCHMARK No. 4 TOP CENTRE UPSTREAM END OF 450mmØ H.D.P.E. SURFACE CULVERT AT STA. 0+780 (JANANNA WEST BR.)	ELEV.=372.44

SCHEDULE OF PIPE MATERIALS

MATERIAL	DIAMETER (mm)	STATION RANGE	LENGTH (m)
1. HIGH DENSITY POLYETHYLENE OUTLET PIPE	450	0+000 - 0+006	6
2. CONCRETE FIELD TILE	400	0+006 - 0+310	304
3. CONCRETE FIELD TILE	200	0+310 - 0+598	288



No.	REVISION	DATE (YY-MM-DD)
4	REPORT SUBMISSION	23-04-28
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DATE: 2023-04-28	REFERENCE No. WLMT-002	DRAWING No. 3 OF 6

JANANNA MUNICIPAL DRAIN

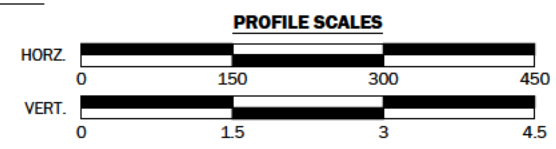
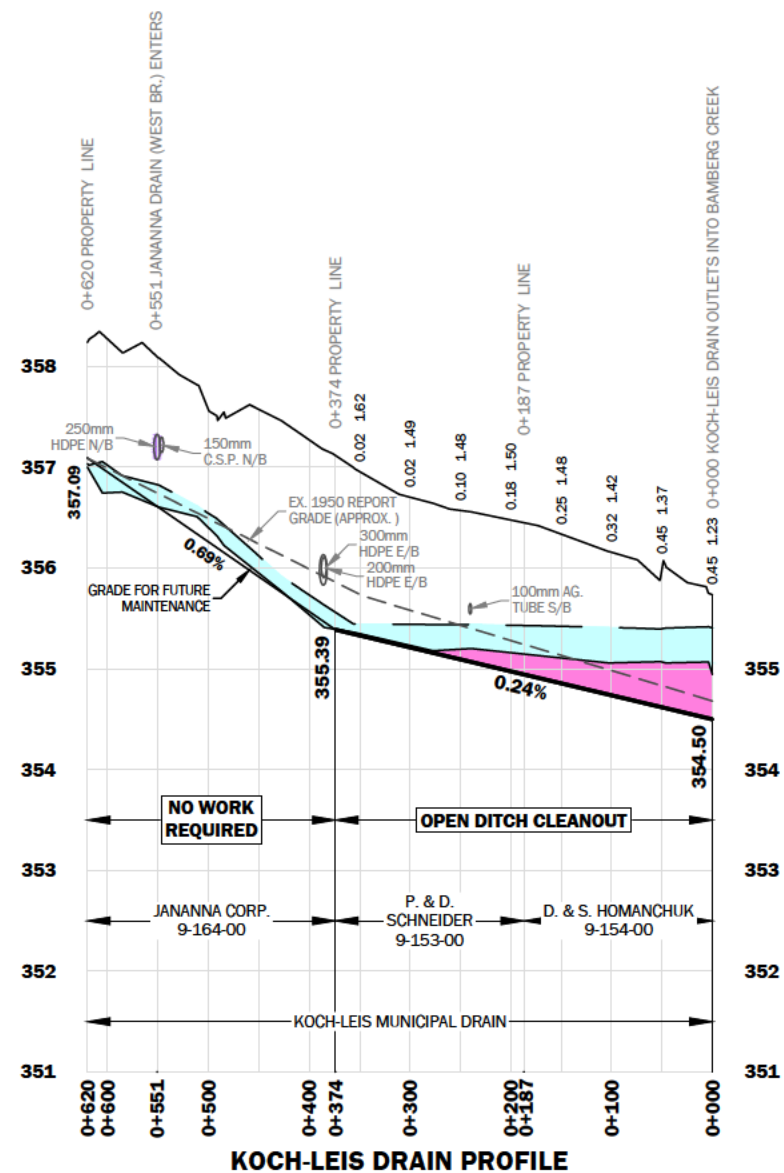
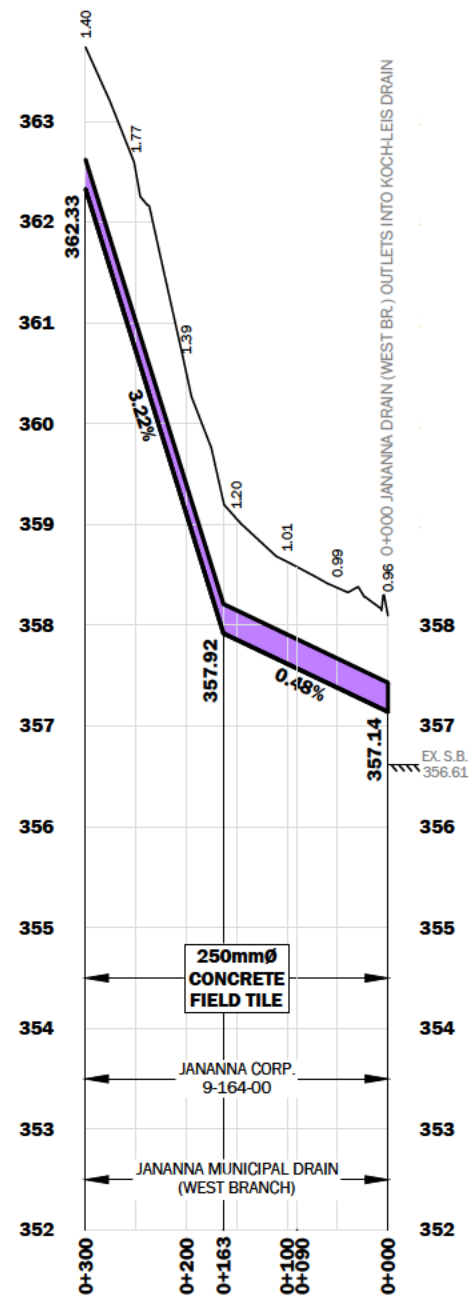
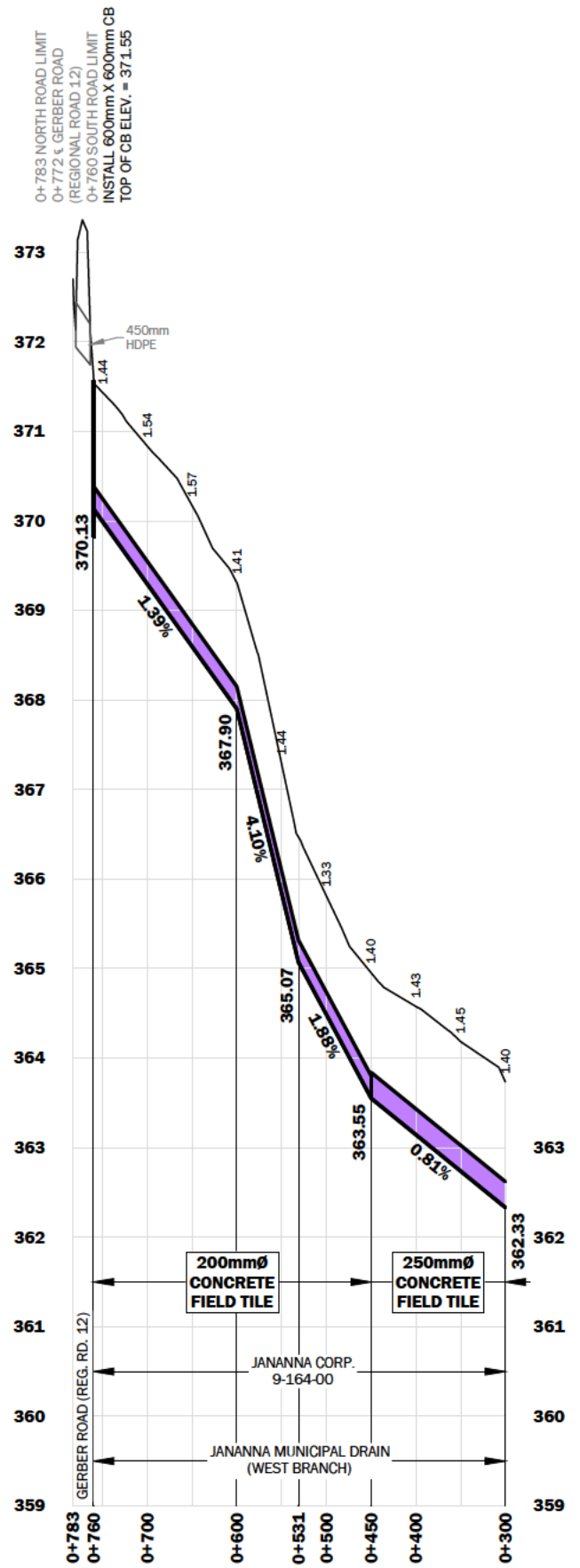
West Branch and Koch-Leis Drain Profiles

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TOP CENTRE UPSTREAM END OF 450mmØ H.D.P.E. SURFACE CULVERT AT STA. 0+780 (JANANNA WEST BR.)

SCHEDULE OF PIPE MATERIALS

MATERIAL	DIAMETER (mm)	STATION RANGE	LENGTH (m)
1. HIGH DENSITY POLYETHYLENE OUTLET PIPE	250	0+000 - 0+006	6
2. CONCRETE FIELD TILE	250	0+006 - 0+450	444
3. CONCRETE FIELD TILE	200	0+450 - 0+760	310



	4	REPORT SUBMISSION	23-04-28
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	1	ON-SITE MEETING	21-09-22
	No.	REVISION	DATE (YY-MM-DD)



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DATE: 2023-04-28	REFERENCE No. WLMT-002	DRAWING No. 4 OF 6

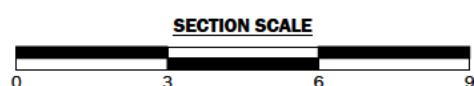
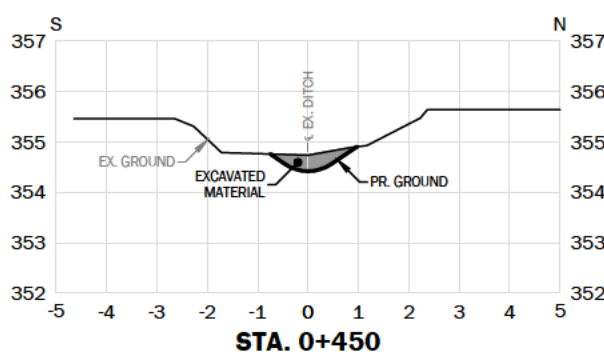
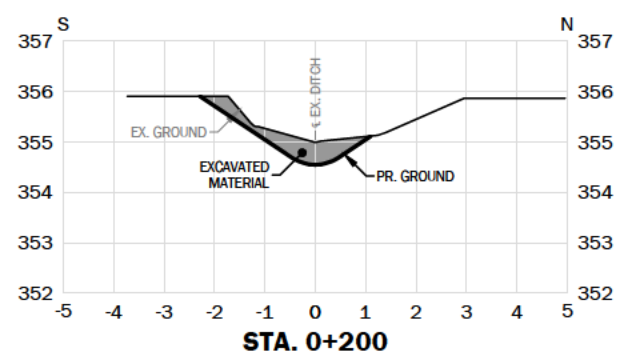
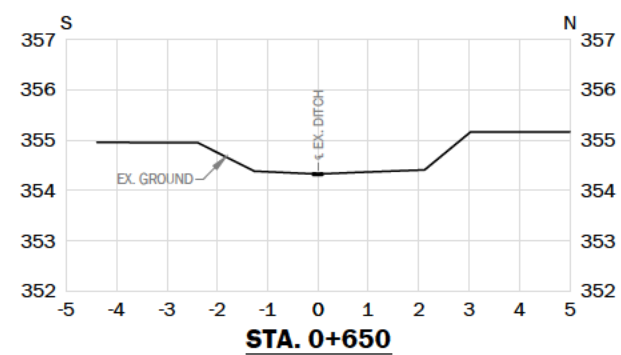
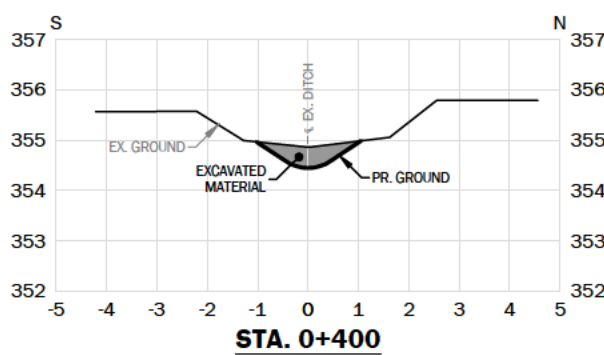
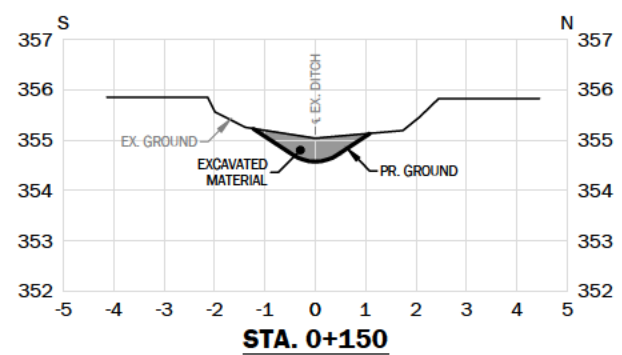
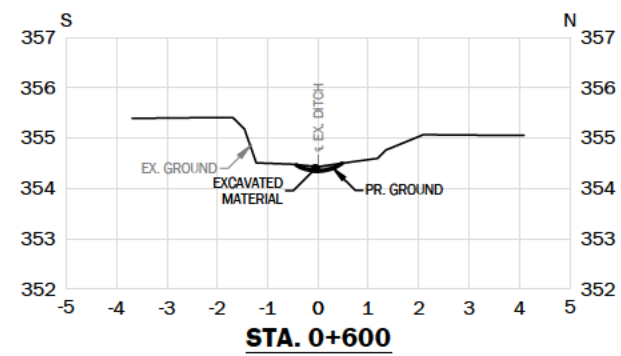
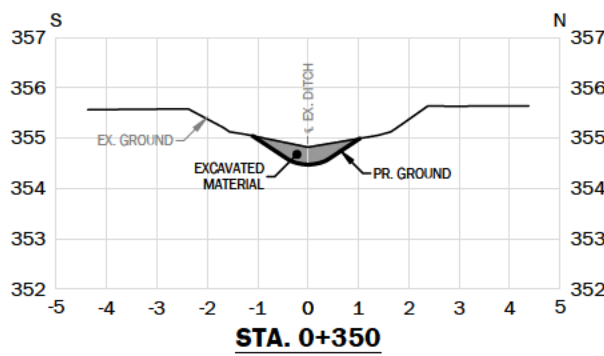
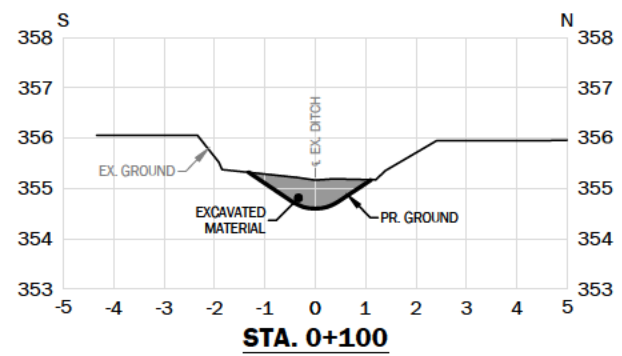
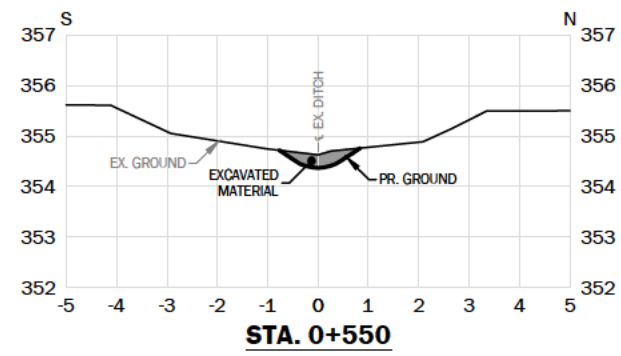
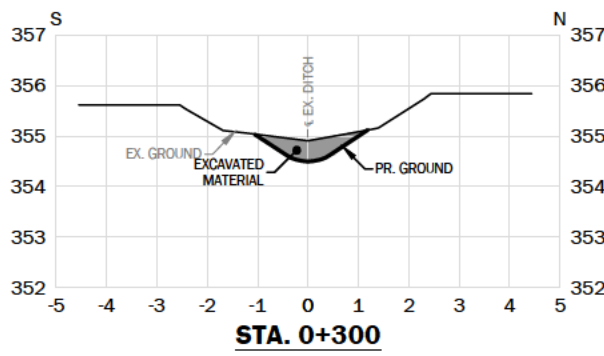
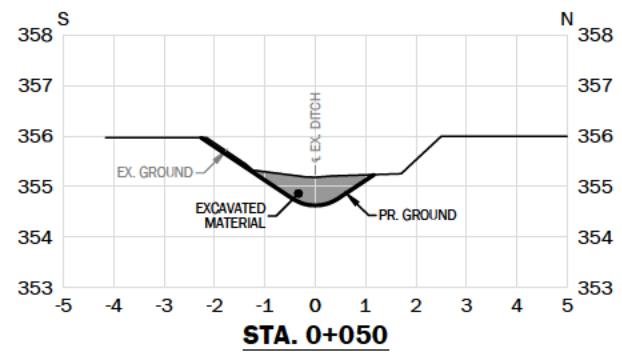
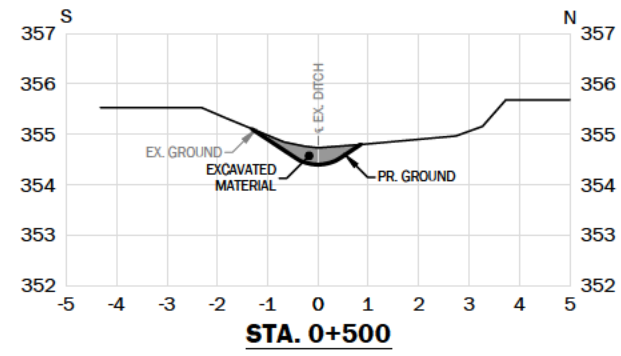
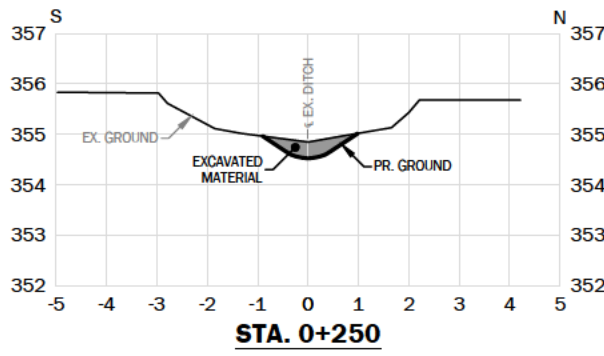
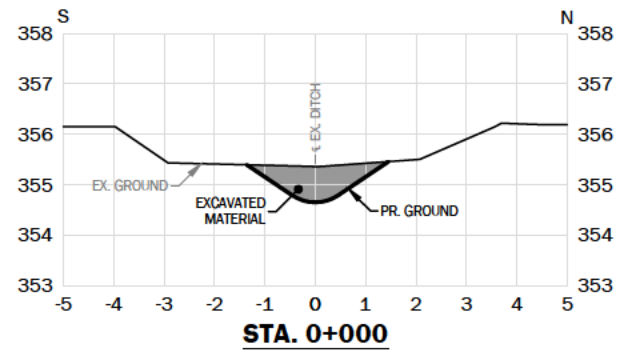
BENCHMARK DESCRIPTIONS

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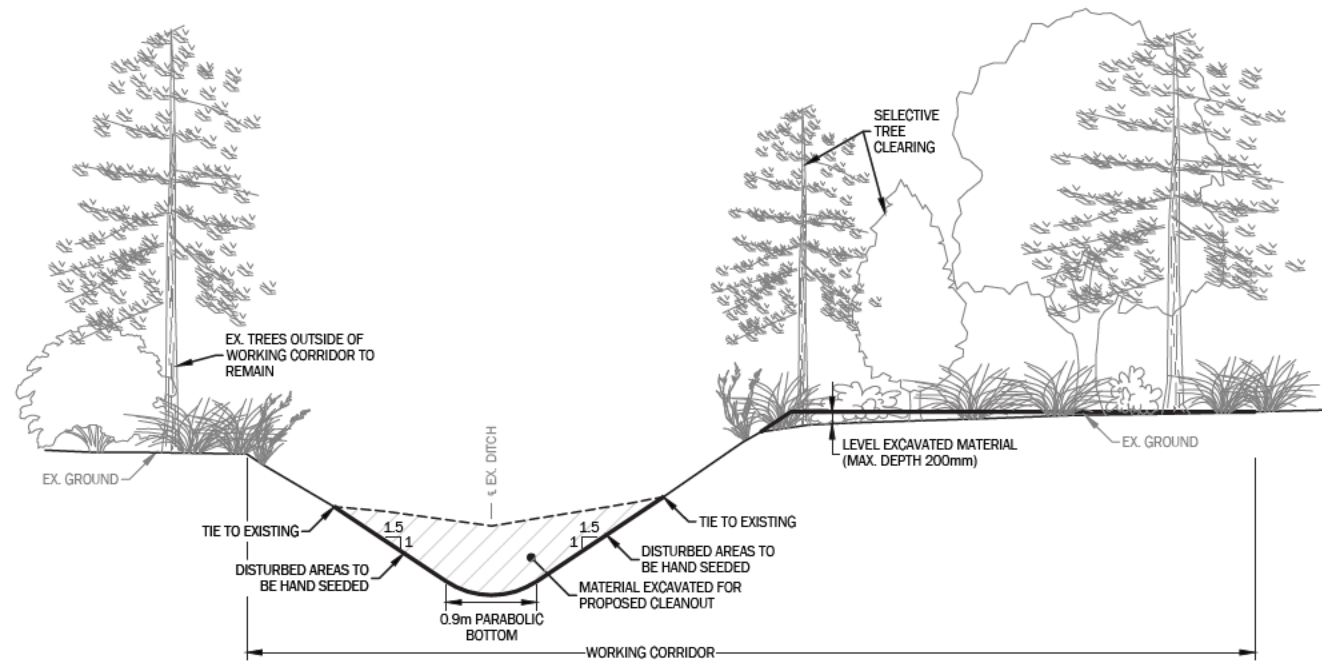
4	REPORT SUBMISSION	23-04-28
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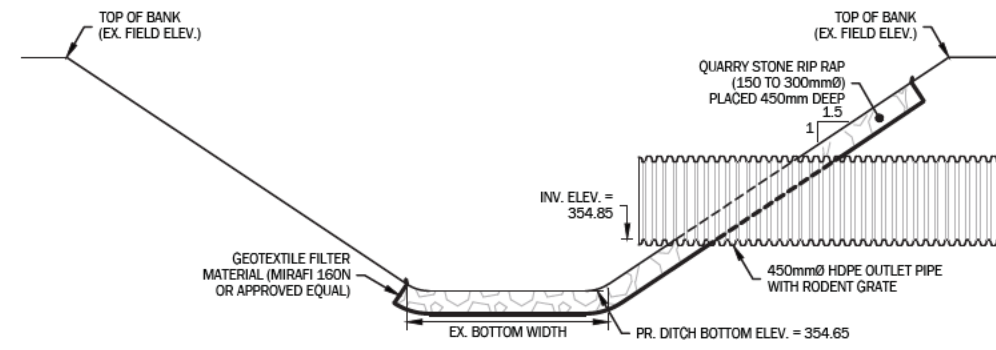
DRAWN BY: R.U.	DESIGNED BY: A.H.	CHECKED BY: S.B.
DATE: 2023-04-28	REFERENCE No. WLMT-002	DRAWING No. 5 OF 6

BENCHMARK DESCRIPTIONS

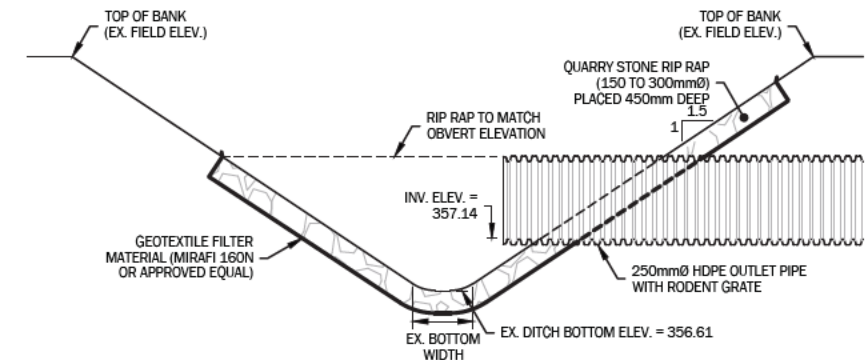
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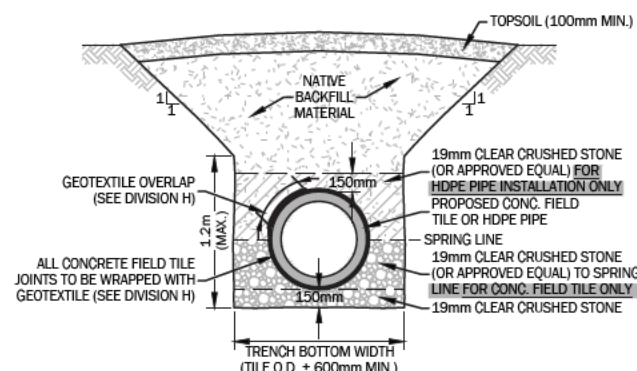
TYPICAL OPEN DITCH CLEANOUT DETAIL (BAMBERG CREEK)
N.T.S.



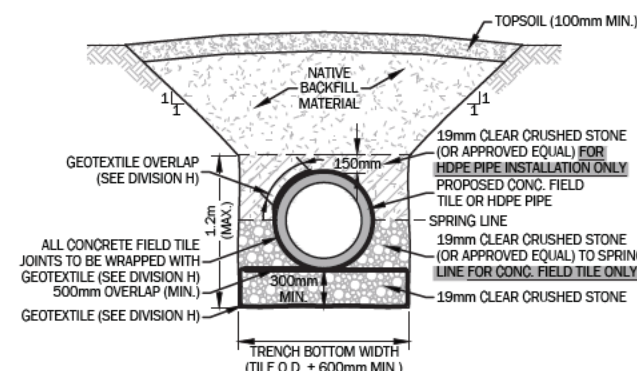
EAST BRANCH OUTLET DETAIL
N.T.S.



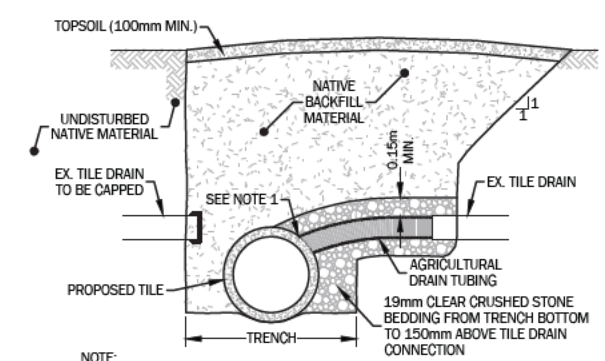
WEST BRANCH OUTLET DETAIL
N.T.S.



TYPICAL PIPE INSTALLATION ON STONE BEDDING DETAIL
N.T.S.



TYPICAL PIPE INSTALLATION ON WRAPPED STONE BEDDING DETAIL (PROVISIONAL ITEM)
N.T.S.



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

TYPICAL TILE CONNECTION DETAIL
N.T.S.



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DATE: 2023-04-28	REFERENCE No. WLMT-002	DRAWING No. 6 OF 6

Exhibit "C" to the Affidavit of Cory Kittel
Sworn before me this 29th day of January, 2024.



Commissioner for Taking Affidavits, etc.

Drainage By-law Number 2023-32

A by-law to provide for a drainage works in the Township of Wilmot
in the Regional Municipality of Waterloo.

Whereas the council of the Township of Wilmot has procured a
report under section 4 of the *Drainage Act* for the construction and improvement
of the Bamberg Creek, Jananna, and Koch-Leis Municipal Drains 2023 drain;

And whereas the report dated 2023/04/28 has been authored by Stephen Brickman, PEng
and the attached report forms part of this by-law;

And whereas the estimated total cost of the drainage works is \$462,900.00 ;

And whereas \$462,900.00 is the amount to be contributed by the Township
of Wilmot for the drainage works.

And whereas (Complete this clause only if other municipalities are being assessed a share of the cost of the project.):
\$419,497.00 is being assessed in the Township of Wilmot
\$43,403.00 is being assessed in the Township of Wellesley
_____ is being assessed in the _____ of _____
_____ is being assessed in the _____ of _____

And whereas the council is of the opinion that drainage of the area is desirable;

Therefore the council of the Township of Wilmot
pursuant to the *Drainage Act* enacts as follows:

1. AUTHORIZATION

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

2. BORROWING

The Corporation of the Township of Wilmot
may borrow on the credit of the Corporation the amount of \$462,900.00 being the amount necessary for
the construction and improvement of the drainage works.

This project will NOT be debentured.

3. DEBENTURE(S)

The Corporation may arrange for the issue of debenture(s) on its behalf for the amount borrowed less the total amount of:

- (a) grants received under section 85 of the *Drainage Act*;
- (b) monies paid as allowances;
- (c) commuted payments made in respect of lands and roads assessed with the municipality;
- (d) money paid under subsection 61(3) of the *Drainage Act*; and
- (e) money assessed in and payable by another municipality.

4. PAYMENT

Such debenture(s) shall be made payable within _____ years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

- (1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for _____ years after the passing of this by-law.
- (2) For paying the amount _____ being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township _____ of Wilmot _____ in each year for _____ years after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.
- (3) All assessments of _____ or less are payable in the first year in which the assessments are imposed.

5. SCHEDULE OF ASSESSMENTS OF LANDS AND ROADS

in the Township _____ of Wilmot

Property Description				Equal Annual Rate to be Imposed
Lot or Part Lot No.	Concession	Geographic Township	Parcel Roll No.	
Total				

6. CITATION

This by-law comes into force on the passing thereof and may be cited as the "Bamberg Creek, Jananna, Koch-Leis M by-law".

First reading 2023/06/26

Second reading 2023/06/26

Provisionally adopted this 26 day of June, 2023

Name of Head of Council (Last, First Name)
Salonen, Natasha

Signature


Name of Clerk (Last, First Name)
Bunn, Jeff

Signature


Third reading _____

Enacted this _____ day of _____, 20 _____

Name of Head of Council (Last, First Name)

Signature

Name of Clerk (Last, First Name)

Signature

I, _____
clerk of the Corporation of the Township of Wilmot,
certify that the above by-law was duly passed by the council of the Corporation and is a true copy thereof.

Name of Clerk (Last, First Name)

Signature

Exhibit "D" to the Affidavit of Cory Kittel
Sworn before me this 29th day of January, 2024.

Commissioner for Taking Affidavits, etc.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE COURT OF THE DRAINAGE REFEREE

CITATION: Herron v St. Charles (Municipality), 2019 ONDR 1

DATE OF DECISION: 2019-07-18

FILE NUMBER: 2019-01

Court File No.: A-13073 (Sudbury)

B E T W E E N:

KATHY HERRON and KENNETH HERRON O/A K&K FARMS

Applicants

- and -

THE CORPORATION OF THE MUNICIPALITY OF ST. CHARLES

Respondent

- and -

OTHERS WHO MAY BE GRANTED
PARTY STATUS UPON APPLICATION

Respondents

ACTING DRAINAGE REFEREE)
ANDREW C. WRIGHT)
)
)

TUESDAY, THE 16TH DAY
OF JULY, 2019

ORDER

The Court of the Drainage Referee having appointed this day for a telephone conference call pre-hearing conference

- (a) To identify those who may potentially be affected by any decision of the Referee on the application and to make an Order as to the giving of notice of this proceeding to such persons and the form of notice; and
- (b) To deal with such other matters or things as may arise and which the presiding Referee or Acting Referee may determine it is expedient to permit.

Upon hearing the submissions of counsel for the applicants and counsel for the respondent,

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE COURT OF THE DRAINAGE REFEREE

CITATION: Goetz v South Bruce (Municipality), 2020 ONDR 1

DATE OF DECISION: 2020-04-22

FILE NUMBER: 2020-01

Court File No.: CV-20-18 (Walkerton)

B E T W E E N:

MARK GOETZ, DAWN GOETZ, WILLIAM GOETZ and PATRTICIA GOETZ
Applicants

- and -

THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE
Respondent

- and -

OTHERS WHO MAY BE GRANTED PARTY STATUS UPON
APPLICATION
Respondents

ACTING DRAINAGE REFEREE)
ANDREW C. WRIGHT) WEDNESDAY, THE 22nd DAY
) OF APRIL, 2020
)

ORDER

The Court of the Drainage Referee having appointed this day for a video pre-hearing conference

- (a) To fix a time for the Respondent Municipality to deliver responding materials;
- (b) To identify those who may potentially be affected by any decision of the Referee on the application and to make an Order as to the giving of notice of this proceeding to such persons and the form of notice; and
- (c) To deal with such other matters or things as may arise and which the presiding Referee or Acting Referee may determine it is expedient to permit.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE COURT OF THE DRAINAGE REFEREE

CITATION: Chrustie v Ottawa (City), 2021 ONDR 1

DATE OF DECISION: 2021-01-20

FILE NUMBER: 2021-01

Court File No.: CV-20-83031 (Ottawa)

BETWEEN:

BRUCE DAVID CHRUSTIE

Plaintiff/Appellant

-and-

CITY OF OTTAWA

Defendant/Respondent

-and-

RIDEAU VALLEY CONSERVATION AUTHORITY
and OTHERS WHO MAY BE GRANTED PARTY
STATUS UPON APPLICATION

Respondents

DRAINAGE REFEREE
ROBERT G. WATERS

)
)
)

HEARING HELD MONDAY,
THE 11TH DAY OF JANUARY 2021

THIS COURT ORDERS THAT:

REASONS FOR DECISION

The Appellant, Bruce David Chrustie, filed an Appeal in the Court of the Drainage Referee at the Court House in Ottawa, Ontario, on March 3, 2020. In the Appeal, he requested the following remedies:

1. An Order that the City of Ottawa provide sufficient outlet for the Hobbs Municipal Drain.
2. In the alternative, an Order that the City of Ottawa provide sufficient outlet for the Hobbs Municipal Drain by extending the Hobbs Municipal Drain to sufficient outlet.

CORY KITTEL
Applicant

-and- THE CORPORATION OF THE TOWNSHIP OF WILMOT
Respondent

Court File No. CV-23-1662 (Kitchener)

ONTARIO
COURT OF THE DRAINAGE REFEREE

PROCEEDING COMMENCED AT
WATERLOO

AFFIDAVIT

**THE LAW OFFICE OF
SAMUEL KIRWIN
PROFESSIONAL CORPORATION**

472 Ridout Street North
London ON N6A 2P7

Samuel Kirwin
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Tel: 519-494-1092

Lawyer for the applicant

File Number: 0136