

Court File No. No. CV-23-00001662-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE COURT OF THE DRAINAGE REFERENCE

BETWEEN:

*

CORY KITTEL

APPELLANT

- and -

*

THE CORPORATION OF TOWNSHIP OF WILMOT

RESPONDENT

List OF DOCUMENTS

I, Stephen Brickman, of the City of Kitchener in the Province of Ontario the Engineer appointed by the Respondent under section 8 of the Drainage Act RSO 1990 c D 17 in this proceeding , MAKE OATH AND SAY:

1. I have conducted a diligent search of my records and made appropriate enquiries of others to inform myself in order to make this affidavit. This affidavit discloses, to the full extent of my knowledge, information and belief, all documents relating to any matter in issue in this action that are or have

been in my possession, control or power.

- 2. I have listed in Schedule A those documents that are in my possession, control or power and that I do not object to producing for inspection.
- 3. I have listed in Schedule B those documents that are or were in my possession, control or power that I object to producing because I claim that they are privileged, and I have stated in Schedule B the grounds for each such claim.
- 4. I have listed in Schedule C those documents that were formerly in my possession, control and power and how I lost possession or control of or power over them and their present location.
- 5. I have never had in my possession, control or power any documents relating to any matter in issue in this action other than those listed in Schedule A, B, and C.

SWORN BEFORE ME at the)
 City of Kitchener,)
 this 14th day of)
March, 2024)



Stephen Brickman.



Commissioner for Taking Affidavits, etc.

Katie Ludwig
 (LSO #88367E)

CERTIFICATE OF SOLICITOR

I **CERTIFY** that I have explained to the deponents the necessity of making full disclosure of all relevant documents and, where the action is brought under the simplified procedure, of providing the list required under Rule 76.04.

Date: 03/14/2024

A solid black rectangular box used to redact the signature of the solicitor.

Signature of Solicitor

Katie Ludwig
(LSO #88367E)

SCHEDULE "A"

Documents that are in my possession, control or power that I do not object to producing.

<u>Tab:</u>	<u>DATE:</u>	<u>DOCUMENT</u>
1	November 15, 1950	Report - Koch-Leis Drain
2	February 2, 1951	By-Laws - Koch-Leis Drain (Wilmot & Wellesley)
3	May 30, 2013	Tidied watershed plan for Koch-Leis Drain
4	November 13, 2017	Eml-fr. KSmart
5	April 23, 2018	Eml-fr. KSmart
6	April 24, 2018	Eml-fr. KSmart & memo re tile drain
7	May 30, 2018	Eml-fr. KSmart
8	June 4, 2018	Eml-fr. KSmart
9	Summer 2018	Jananna property Design Tile Plan & As Recorded Tile Plan
10	April 18, 2019	Eml-fr. KSmart
11	May 2, 2019	Eml-fr. KSmart & GIS Watershed and Drain Sketch
12	April 19, 2021	Eml-fr. KSmart
13	April 26, 2021	Eml-fr. KSmart
14	April 26, 2021	Photos - By John Kuntze
15	April 26, 2021	Petition & Sketch
16	April 27, 2021	Eml-fr. KSmart
17	July 12, 2021	Council Staff Report
18	July 15, 2021	FrTwp - Notice of Appointment
19	July 22, 2021	FrHW - Ack Ltr
20	July 23, 2021	Eml-fr.Tracey Murray (Twp)
21	August 24, 2021	HW notes from Watershed Check and Photos
22	August 27, 2021	Eml-fr.Tracey Murray (Twp) attached Ownership info
23	August 31, 2021	Eml-fr. Grace Kosch - Ownership info
24	September 1, 2021	eml-fr.Tracey Murray (Twp)
25	September 2, 2021	Eml-to Bryan Bishop (Twp)
26	September 2, 2021	Eml-fr. KSmart
27	September 8, 2021	On-Site Mtg Notice & Cover

		Letter including invite list
28	September 9, 2021	Eml-fr. Twp re Aerial Photos
29	September 20, 2021	Eml-fr.GRCA
30	September 21, 2021	Ltr-fr. Rosemary McCormick
31	September 22, 2021	Onsite mtg Agenda, notes, and Sign-in Sheet
32	October 4, 2021	Inv 21017
33	October 7, 2021	Eml-to GRCA
34	October 12, 2021	Photos by HW (Site inspection with GRCA)
35	October 21, 2021	GRCA Correspondence
36	November 8, 2021	Eml-to C. Kittel
37	November 10, 2021	Photos by HW
38	November 12, 2021	Inv. 21024
39	November 24, 2021	Survey Photos
40	November 30, 2021	eml-fr.Tracey Murray (Twp) attached additional ownership
41	December 3, 2021	Inv. 21029
42	December 3, 2021	Ltr-fr HW - Survey Notice
43	January 11, 2022	Inv. 21035
44	April 12, 2022	DFO Submissions
45	April 12, 2022	Inv. 22020
46	May 27, 2022	VM fr. L. Gawron
47	June 13, 2022	Mtg invitation - DFO
48	June 27, 2022	DFO LOA
49	June 30, 2022	Phone Call Summary w. L. Gawron
50	July 10, 2022	Inv. 22055
51	August 12, 2022	VM fr. L. Gawron
52	August 23, 2022	GRCA Data Sharing License & Meta Data
53	September 7, 2022	Eml-to Twp
54	September 13, 2022	Draft Dwg Set
55	September 16, 2022	Eml-fr HW - Info Mtg Notice (Jananna)
56	September 22, 2022	Eml-to Twp - Info Mtg Notice (Jananna)
57	September 22, 2022	Eml- Chain between C. Kittel & HW
58	September 23, 2022	Eml- Chain between C. Kittel & HW

59	September 26, 2022	Phone Call Summary - C. Kittel
60	September 29, 2022	Public Meeting Presentation Materials and Sign-in Sheet
61	September 29, 2022	Eml-fr. T Gawron
62	September 30, 2022	Phone Call Summary - J. Kuntze
63	October 7, 2022	Eml - Chain between C. Kittel & HW
64	October 7, 2022	Phone Convo Summary HW & C. Kittel
65	October 7, 2022	Inv. 22082
66	October 27, 2022	IDF Curve Data
67	October 28, 2022	Design Sheet
68	November 1, 2022	Phone Call Summary - R. McCormick
69	November 3, 2022	Eml-to KSmart
70	November 4, 2022	Eml-fr. KSmart
71	November 4, 2022	Eml-fr. C Sinclair (Lerners)
72	November 11, 2022	Eml-fr HW - Info Mtg Notice (Koch-Leis)
73	November 22, 2022	Public Meeting Presentation Materials and Sign-in Sheet
74	December 12, 2022	Inv. 22093
75	January 23, 2023	NHIC Data
76	January 24, 2023	Eml-to Grace Kosch (Wellesley)
77	February 3, 2023	Eml - Chain between C. Kittel & HW from Dec 9, 2022
78	February 3, 2023	Mtg invite with GRCA
79	February 9, 2023	Mtg Notes with CK
80	February 10, 2023 And Feb. 13	Phone Call Summary - L. Gawron
81	February 11, 2023	Eml - fr. D. Frey
82	February 13, 2023	VM fr. L. Gawron
83	February 24, 2023	Photos fr Gawron Family
84	February 27, 2023	Cut/Fill Report
85	March 2, 2023	Eml-fr. KSmart
86	March 3, 2023	Phone Call Summary - J. Kuntze
87	March 6, 2023	Eml-fr. KSmart to MECP
88	March 7, 2023	Phone Call Summary - MECP
89	March 8, 2023	Phone Call Summary - J.

		Kuntze
90	March 20, 2023	Inv. 23013
91	March 23, 2023	Eml-fr. HW to MECP
92	March 27, 2023	Phone Call Summary - J. Kuntze
93	March 28, 2023	Emls-fr. KSmart
94	March 31, 2023	Eml-fr. HW to Twp (Complaint)
95	March 31, 2023	Phone Call Summary - S. Bottoms
96	March 31, 2023	Eml-fr. KSmart
97	April 3, 2023	Eml-fr. KSmart
98	April 7, 2023	Photos fr Gawron Family
99	April 7, 2023	Eml-Fr. KSmart
100	April 12, 2023	Eml chain - between Twp, Council & HW
101	April 12, 2023	Still image of CK video, with transcript
102	April 18, 2023	Eml - fr. KSmart
103	April 19, 2023	Eml - Fr. Cory Kittel re video (above)
104	April 21, 2023	Eml-fr. K Wilkinson
105	April 22, 2023	Eml-fr. Lucy Gawron (photos filed above in chronological order)
106	April 27, 2023	Eml chain between, HW, Council, Twp
107	April 27, 2023	Eml-fr. Stewart Cressman
108	April 28, 2023	Drainage Report
109	May 2, 2023	Eml Chain between HW & KSmart, Phone call summary between JK & CK
110	May 2, 2023	Public Engagement & Process
111	May 5, 2023	Cover Letter/Transmittal letter for Report Delivery
112	May 18, 2023	Inv. 23030
113	May 23, 2023	Eml chain HW & Twp
114	May 23, 2023	Eml.-fr. Corry Kittel
115	May 24, 2023	Eml-fr. Twp
116	May 29, 2023	Eml-fr. Twp
117	May 29, 2023	Eml-fr. HW to Councilor
118	May 31, 2023	Phone Call Summary - C. Curtis
119	May 31, 2023	Ownership Information
120	May 31, 2023	Eml-fr. HW to Twp

121	June 5, 2023	Eml chain between Twp & HW
122	June 5, 2023	Phone call summary - Heintz
123	June 6, 2023	Eml - fr. KSmart
124	June 7, 2023	Eml - fr. HW to CK
125	June 7, 2023	Phone Call Summary - J. Kuntze
126	June 8, 2023	Eml - fr. Twp (C. Curtis)
127	June 8, 2023	Ltr to Councillors
128	June 12, 2023	Voicemails from L. Gawron
129	June 12, 2023	Phone Call Summary - B. Wurtel
130	June 16, 2023	Eml-fr. KSmart
131	June 19, 2023	Eml-fr. Twp
132	June 20, 2023	Eml-fr. Twp
133	June 23, 2023	Eml-fr. KSmart
134	June 26, 2023	Eml-fr. Twp
135	June 26, 2023	Cory Kittel Slide deck
136	June 26, 2023	Consideration Meeting Presentation notes, and Script
137	June 26, 2023	Provisional By-Law
138	June 27, 2023	Eml-fr. C. Gawron
139	June 28, 2023	Eml chain between Twps, and HW
140	July 4, 2023	Phone Call Summary New Hamburg Independent
141	July 24, 2023	Eml-fr. Twp (Wellesley)
142	July 28, 2023	Notice of Court of Revision
143	August 16, 2023	Court of Revision Agenda, Hand Notes, Presentation Notes
144	August 18, 2023	Eml-fr. Twp re Ownership

SCHEDULE "B"

Documents that are or were in my possession, control or power that I object to producing on the following grounds

1. Correspondence, documents and memorandum exchanged between the ENGINEER and his solicitors, all of which are subject to solicitor client privilege
2. Documents prepared by or on behalf of the ENGINEER to the Township in anticipation of and pursuant to litigation, all of which are subject to litigation privilege.
3. Correspondence concerning without prejudice settlement discussions between the Defendant and the Plaintiff.
4. Productions protected by confidentiality intellectual property and trade secrets

Date:**Document:****Reason for not included**

2010	SWOOP Survey and Watershed Analysis	Raw data - not in usable format for paper
2018	Lake Erie Survey and Watershed Analysis	Raw data - not in usable format for paper, included in Drainage Report Dwgs.
2018	Aerial Photography	Raw data - not in usable format for paper
April 19, 2021	Voicemail	Not in usable format for paper
April 26, 2021	Voicemail	Not in usable format for paper
August 24, 2021	Video Files	Not in a usable format for paper
August 26, 2021	Parcel Fabric	Raw data - not in usable format for paper. Processed data included in Drainage Report Dwgs.

<p>Various Dates August 27, 2021 September 10, 2021 September 19, 2021 August 23, 2022 September 27, 2022 November 14, 2022</p>	<p>0.5m Contours, 2010 Mass Points, 2018 Contours, Sub Catchment delineations, Filled DEMs, BurnIns and BurnOuts, Flow paths and Strahler Orders (Stream Orders), Upslopes</p>	<p>Raw data - not in usable format for paper.</p> <p>Processed data (for paper format) is included in report dwgs.</p>
<p>September 10, 2021</p>	<p>CAD File</p>	<p>Raw data - not in usable format for paper.</p> <p>Intellectual Property.</p>
<p>October 12, 2021</p>	<p>Video files</p>	<p>Not in usable format for paper.</p>
<p>November 24, 2021</p>	<p>Data Collector Files and survey point data</p>	<p>Raw data - not in a usable format for paper.</p> <p>Processed data (for paper format) is included in report dwgs.</p>
<p>December 23, 2021</p>	<p>Data Collector Files and survey point data</p>	<p>Raw data - not in a usable format for paper.</p> <p>Processed data (for paper format) is included in report dwgs.</p>
<p>2022</p>	<p>Aerial image</p>	<p>Included in Drainage Report Dwgs</p>
<p>August 23, 2022</p>	<p>Watercourse GIS Data (2 Sources)</p>	<p>Raw data - not in usable format for paper.</p>
<p>September 19, 2022</p>	<p>Wetland GIS Data</p>	<p>Raw data - not in usable format for paper.</p> <p>Processed data (for paper format) is included in</p>

		report dwgs.
September 26, 2022	Surface File	Raw data - not in usable format for paper. Processed data (for paper format) is included in report dwgs.
September 29, 2022	CAD File	Raw data - not in usable format for paper. Intellectual Property.
October 28, 2022	CAD File & Surface File	Raw data - not in usable format for paper. Intellectual Property.
February 27, 2023	Hydrologic Modelling Files	Raw data - not in usable format for paper. Intellectual Property.
April 24, 2023	Eml	Privileged
May 23, 2023	Eml	Privileged
June 6, 2023	Eml	Privileged
June 15, 2023	Eml	Privileged
June 16, 2023	Eml	Privileged
June 20, 2023	Eml	Privileged
June 21, 2023	Eml	Privileged
June 26, 2023	Emls	Privileged
July 31, 2023	Eml	Privileged
August 8, 2023	Emls	Privileged
September 6, 2023	Eml	Privileged

SCHEDULE "C"

Documents that were formerly in my possession, control or power but are no longer in my possession, control or power.

NIL

Tab 1

Nov 15 1950

LICENSED IN THE
PROVINCE OF MANITOBA
PROVINCE OF ALBERTA



264 AVENUE ROAD
TORONTO 8, ONTARIO

REPORT ON THE KOCH-LEIS DRAIN

TOWNSHIP OF WILMOT
AND
TOWNSHIP OF WELLESLEY

To the Reeve and Council,
Township of Wilmot,
Mr. C. W.. Heipel, Township Clerk,
Baden, Ontario.

Gentlemen:

Acting on petition of the Owners of certain lands in the Townships of Wilmot and Wellesley, in the County of Waterloo, and on the authority of resolution passed by the Corporations of the Townships of Wilmot and Wellesley, I have made an examination of Lots 10, 11 and 12, Concession 3, in the Township of Wilmot, together with Lots 7 and 8, Concession 2 and Lot 8, Concession 3 in the Township of Wellesley, forming an area to be drained by the Koch-Leis Municipal Drain. I have defined the area to be drained as shown on Plan No. 1 attached hereto and I have carried this drain to a central outlet in Lot 8, Concession 3, as shown. I have made a plan and profile and I estimate the cost of this drain as follows:

REPORT ON THE KOCH-LEIS DRAIN
TOWNSHIPS OF WILMOT AND WELLESLEY

Estimated Cost of the Works:

Township of Wellesley

1,300 cu. yds.	@ \$.30	\$390.00	
Stakes		2.00	
Survey assistant	. . . .	5.00	
Survey, Plans and Profiles	. . . .	150.00	
Inspection .	. . . .	50.00	
Clerk's fees	. . . .	<u>20.00</u>	\$617.00

Township of Wilmot

4,500 cu. yds.	@ \$.30	\$1,350.00	
Farm crossings	. . . .	100.00	
Stakes	. . . .	3.00	
Survey assistant	. . . .	7.00	
Survey, Plans and Profiles	. . . .	176.00	
Inspection	. . . .	75.00	
Clerk's fees	. . . .	<u>30.00</u>	1741.00

Total Cost \$2358.00

This sum I have assessed and charged against the lands liable to assessment in the provisions of the Municipal Drainage Act in the Townships of Wilmot and Wellesley.

The drain, when completed, shall be maintained by the Townships of Wilmot and Wellesley at the expense of the lands within the drainage area and in proportion to the acreage affected in the following schedule of assessment.

All of which is respectfully submitted.

Yours respectfully,



G. G. Reid, For
Graham Reid & Associates, Ltd.,
Consulting Engineers.

November 15, 1950.

**REPORT ON THE KOCH-LEIS DRAIN
TOWNSHIPS OF WILMOT AND WELLESLEY**

3.

**SCHEDULE OF ASSESSMENT
OF LANDS AND ROADS
IN THE TOWNSHIP OF WILMOT**

Con.	Lot	Name of Owner	Acres	Value of Benefit	Value of Outlet Liability	Value of Injuring Liability	Total Assessment.
3	12	O. Wagner	12	\$ -	\$48.00	\$36.00	\$84.00
	11	W.S. Koch	102	163.00	408.00	-	571.00
	10	E. Gerber	52	82.00	208.00	105.00	395.00
	11	F. Wagner	10	-	40.00	30.00	70.00
	10	E. Hammer	15	<u>54.00</u>	<u>60.00</u>	-	<u>114.00</u>
				<u>\$299.00</u>	<u>764.00</u>	<u>\$171.00</u>	<u>\$1,234.00</u>
		Total for Benefit			\$299.00		
		Total for Outlet			764.00		
		Total for Injuring			<u>171.00</u>		
							<u>\$1,234.00</u>

Road of the Municipality being one-half the road allowance between the Township of Wilmot and the Township of Wellesley

		<u>\$25.00</u>	<u>\$65.00</u>	<u>\$10.00</u>	<u>\$100.00</u>
	Total for Benefit		\$ 25.00		
	Total for Outlet		65.00		
	Total for Injuring		<u>10.00</u>		
			<u>\$100.00</u>		

4.

REPORT ON THE KOCH-LEIS DRAIN
TOWNSHIPS OF WILMOT AND WELLESLEY

SCHEDULE OF ASSESSMENT
OF LANDS AND ROADS
IN THE TOWNSHIP OF WELLESLEY

Con.	Lot	Name of Owner	Acres	Value of Benefit	Value of Outlet Liability	Value of Injuring Liability	Total Assessment
2	7	Wahls	80	\$82.00	\$320.00	\$ -	\$402.00
2	8	P. Leis	60	135.00	240.00	-	375.00
3	8	J. Herteis	14	-	56.00	42.00	98.00
3	8	E. Schneider	7	-	28.00	21.00	49.00
				<u>\$217.00</u>	<u>644.00</u>	<u>63.00</u>	<u>924.00</u>
Total for Benefit					\$217.00		
Total for Outlet					644.00		
Total for Injuring					63.00		
					<u>\$924.00</u>		

Road of the Municipality being one-half the road allowance between the Township of Wilmot and the Township of Wellesley

			<u>\$25.00</u>	<u>\$65.00</u>	<u>\$10.00</u>	<u>\$100.00</u>
Total for Benefit				\$25.00		
Total for Outlet				65.00		
Total for Injuring				10.00		
				<u>\$100.00</u>		

Total for lands in the Township of Wilmot		\$1234.00
" " roads " " " "		100.00
" " lands " " Township of Wellesley		924.00
" " roads " " " "		<u>100.00</u>
		<u>\$2358.00</u>

SPECIFICATIONS FOR THE CONSTRUCTION OF
THE KOCH-LEIS MUNICIPAL DRAIN

Scope of Specifications

The work comprised under this Specification consists in the construction of the Koch-Leis Municipal Drain in the Townships of Wilmot and Wellesley, according to the plans and profiles prepared by Graham Reid & Associates, Ltd., Consulting Engineers, and according to the General Conditions of Contract attached hereto, which are hereby included in this Specification and made a part of it.

Measurements

The open portion of the ditch is to be constructed with 1'6" bottom and side slopes of one-and-one-half (1½) horizontally to one (1) vertically, and stakes have been planted along the course of the drain at 200 ft. intervals, on which stakes will be recorded the depth of the cut required to the bottom of the drain measured vertically from the ground at the side of the stake, all as shown on the plan and profile attached hereto.

Disposition of Excavated Material

The excavated material shall be deposited up to a width of 30 ft. and shall be spread evenly over a uniform width and depth, leaving a berm of not less than 5 ft. along the drain. No excavation shall be left on the roadway or in the outlets in any tile open drain or water course emptying into the work.

Fences

The Contractor shall have the right to remove any fences throughout the course of the work and shall replace same in as good condition as he originally found them.

Payment

Payment shall be made monthly to the Contractor of 85% of the value of the work done as certified to by the Engineer. The remaining 15% will be paid on certification of the Engineer not less than thirty (30) days after the final completion and acceptance of the Contract by the Engineer.

Toronto, Ontario,
November 15th, 1950.

Graham Reid & Associates, Ltd.,
Consulting Engineers.
264 Avenue Road,
Toronto, Ontario.

GENERAL CONDITIONS OF CONTRACT

G. Graham Reid, Consulting Engineer
264 Avenue Road, Toronto 5, Canada.

14/6/48
Sheet 1

1. Scope of General Conditions of Contract.

The conditions enumerated and detailed herein are intended to cover the obligations generally falling upon the Contractor and the Owner throughout the instigation, execution and completion of the Contract which obligations are now more specifically stated hereunder in the Information to Bidders, Tender Form, Specifications, Plans or the Contract drawn by the owner and executed by the Owner and the Contractor

2. Plans and Specifications.

All plans, drawings and other data relating to the work which may be issued by the Owner or the Engineer subsequent to the date of the Tender shall become essential parts of the Contract.

The plans are intended to sufficiently detail the work so as to enable the Contractor to bid intelligently on the items in the Form of Tender. The exact dimensions and other details which will be necessary in order to construct the work will depend on the nature and make of the equipment selected for the installation and it shall be the duty of the Contractor to supply the Engineer with these details immediately upon awarding of the Contract. Upon the approval of the Engineer being obtained to these, the Contractor will be supplied with plans showing exact details of the construction which may be amplified from time to time as the work progresses.

Work mentioned on the plans or specifications shall be performed as though shown on both. In the event of dispute the decision of the Engineer as to the meaning or intent of the plans and specifications shall be final.

The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work; no change shall be made without the written order of the Engineer; all such changes and the work as so changed shall be executed under the Contract except that any claim for extension of time or for compensation shall be adjusted at the time of ordering such change.

3. Inspection and Supervision

No work shall be done without lines, levels and instructions having been given by the Engineer, or without the supervision of an inspector. Work so done will not be paid for and may be ordered removed and replaced at the Contractor's sole cost and expense. He will be expected to so conduct and carry on his work that the inspector will be in close touch with all operations.

GENERAL CONDITIONS OF CONTRACT

14/3/50
Sheet 2

Inspection - continued

The Engineer's stakes must be preserved by the Contractor and any that have to be replaced will be replaced at his expense.

Notwithstanding anything contained in the Contract to the contrary, any inspection or approval or any acceptance other than final acceptance shall be only for the information of the Owner, and shall not in any way be binding on the Owner or limit or hinder the Owner in inspecting and testing the work; any interim or final inspection, approval or acceptance shall not in any way relieve the Contractor from any obligation under the Contract.

If any part of the work in the opinion of the Engineer is not in accordance with the Contract, the Engineer may notify the Contractor to properly re-execute that part of the work and if the Contractor fails to complete the re-executed part within such time as may be fixed by the said or any subsequent notice then the Engineer may cause such work to be re-executed by any means which he considers advisable and the cost may be deducted by the Owner from any moneys due or to become due to the Contractor under the Contract, but the failure of the Owner to make such deduction shall not release the Contractor from the payment of the said cost to the Owner.

The decision of the Engineer shall control as to the interpretation of drawings and specifications during the execution of the work and he shall be the sole judge of the work, material and plant, whether temporary or permanent, both as to quality and quantity, and his decision on all questions of dispute with regard to work, material and plant, or any of them shall be final.

All lines, grades, elevations and profiles will be set or established by the Engineer, and the Contractor shall furnish any labour which may be necessary or convenient, and shall facilitate in every way, all operations incidental to, or necessary for, the setting of such lines, grades, elevations and profiles, and all stakes, posts, and other marks as pertain to his Contract; the cost of labour and material and rental of plant supplied for this work will be compensated for as elsewhere provided; any and all such set by the Engineer shall be preserved from molestation or injury by the Contractor, whether they have reference to his own contract or otherwise; in case of destruction, injury or removal by the Contractor of any stakes, posts and other marks set by the Engineer, whether they have reference to the Contract or otherwise, the same may be replaced by the Engineer at the Contractor's expense.

4. Substitution of Work, Equipment or Materials

Should the Engineer be of the opinion that materials, equipment or work other than those specified are of equal value for the performance of the duties for which they are intended, and should he so

GENERAL CONDITIONS OF CONTRACT

16/3/50
Sheet 3.

Substitution of Work, Equipment or Materials - cont'd.

certify in writing, the Contractor may substitute such work, equipment, or materials for those specified, but such substitution shall in no way relieve him of the Guarantee hereunder nor shall he be entitled to further payment than otherwise provided in the Contract.

5. Form of Tender

The Contractor tenders and agrees to construct the work at the schedule of unit prices and for the total sum shown based on the quantities enumerated on the Form of Tender. These quantities may be reduced by direction of the Engineer and the Contractor shall have no claim for anticipated profits or other claim for damages because of such variation of quantities but he will be paid for the actual quantity of work done or material delivered as directed by the Engineer, and according to his certificate. The quantities shown are intended to cover all the work embraced under the Contract and the Contractor is specifically instructed that they may be exceeded only by order from the Engineer in writing.

6. Guarantee

Unless otherwise specified under the several headings, all work, materials or equipment is guaranteed by the Contractor for one year after its completion, during which time any imperfections which may develop in the workmanship, materials or equipment used are to be made good without cost to the Owner. Any other work affected in making good such imperfections must also be made good. If the Contractor is of the opinion that any material specified or manner in which any work is directed to be done is not calculated to produce a perfect job so as to protect him during the said period of one year, he shall object to such condition in writing at the time of execution of the Contract, otherwise it shall not be open to him to lay the fault for any defect which may develop within the said period of one year upon the plans or specifications.

7. Property Damage and Theft

The Contractor shall arrange, pay for and maintain Property Damage, Personal Liability and Theft Insurance and shall hold the Owner harmless in all respects including the following:

- (a) Damage to surrounding or adjacent work or property.
- (b) Any claim for personal injury, including death which may arise from his operations under the Contract.
- (c) Theft of any material delivered or used.

8. Fire Insurance

The Contractor shall be responsible for any loss or damage by fire and shall carry such insurance and contractors' risk as may be necessary to protect himself and the Owner from any loss until the work is accepted and he shall forward the insurance policy to the Engineer if so required.

GENERAL CONDITIONS OF CONTRACT

16/3/50
Sheet 4.

9. Precaution for Protection of Property and Convenience to Public

The Contractor shall afford every facility for public and private traffic across and around the works including bridging if required. All sidewalks and crossings must be kept clear of earth and protected by the erection of barricades and red lights at night, if necessary. The Contractor shall provide proper and sufficient safeguard and protection against occurrence of accidents, injuries, damages or hurts to any person or property or any piece of equipment and shall alone be responsible for making good any damage to the work in progress and for making compensation to persons, property or equipments damaged or injured in the execution of the work.

The Contractor shall give first consideration to the convenience of others, especially the use of the streets, or highways. He shall not obstruct any driveway, street, intersection or access to any building longer than is essentially necessary to perform his work. To this end, all surplus materials shall be disposed of as soon as created.

10. Responsibility for Materials and Equipment

The Contractor shall be responsible for the condition of all material and equipment supplied by him and he shall protect and maintain all work under his Contract until such work has been completed and accepted.

11. Rules and Regulations

The Contractor shall comply with all local or Provincial rules and regulations; prepare and file all necessary documents or other information; pay for and obtain all licenses, permits and certificates of inspection as may be specified or required.

12. Claims, Compensation and Liens

Notwithstanding anything elsewhere contained, no payment shall become due or be paid until the Contractor shall have shown to the Engineer, and the Engineer shall have the right at all times to demand satisfactory evidence, that all liability for workmen's compensation or to the Workmen's Compensation Board in respect of the work and all liens, claims and demands whether mechanics' or otherwise in respect of material furnished or work done or service performed in connection with the Contract have been fully paid and satisfied and that the material furnished and the work done and service performed in accordance with the contract are released from all liability, liens, claims and demands.

GENERAL CONDITIONS OF CONTRACT

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Sheet 5

13. Prosecution of the Work

The Contractor shall prosecute the work with all skill and diligence so as to complete the same in accordance with the Contract; if the Contractor does not in the opinion of the Engineer carry on the work with sufficient diligence and speed to ensure completion in accordance with the Contract, the Owner may at his option declare the Contract forfeited and thereupon the Owner shall be released from the Contract and the Contractor shall immediately discontinue the work; the Owner may at his option enter into possession of all or any part of the uncompleted work wherever situate; the Owner may proceed with the work or cause the work to be proceeded with and completed in any manner he thinks fit; the Contractor shall be liable to the Owner for all loss, damage and cost which the Owner may suffer on account of the Contractor's non-completion of the work and the forfeiture of the Contract and the Owner may deduct the same out of any money due or to become due to the Contractor and may recover the balance from the Contractor; the Owner shall not be liable for any loss, damage or cost incurred by either the Owner or the Contractor either before or after the said forfeiture of the Contract.

Neither party to the contract shall be liable for damages for breach of contract caused by anything reasonably beyond the control of such party, including, without limiting the generality thereof, war, strike, lockout, accident, riot, fire, explosion, or act of God; should any delay in the performance of the Contract be caused thereby the Contractor shall apply in writing to the Owner for extension of time within seven days from the commencement of the occurrence causing the delay, and the Engineer shall within three days and thereafter from time to time as he deems necessary, notify the Contractor of the amount, if any, of the extension of time to be allowed for completion of the Contract; provided that both parties shall be prompt and diligent to remove the cause or causes of interruption in so far as each is able, and when such interruption shall have ceased each party shall be prompt and diligent in the performance of the Contract; provided that in the event of the delay occasioned by any of the previous causes continuing for what in the opinion of the Engineer is an unreasonable length of time the Owner may exercise all the rights set out in the above clause; the Contractor shall not have any further recourse or claim, nor shall he bring any action for the recovery of damages against the Owner in respect of any of the matters mentioned in the clause.

14. Patents, Licenses and Royalties.

The contract price shall include the use at all times of all inventions, patent rights, designs, copyrights, licenses and trade marks pertaining to the work, and the payment of all license fees and royalties in connection therewith; the Contractor shall protect the Owner in, and shall guarantee to the Owner the uninterrupted

GENERAL CONDITIONS OF CONTRACT

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Sheet 6.

14. Patents, Licenses and Royalties - cont'd.

and undisturbed enjoyment of all such, and shall guarantee the right to use, repair or replace all apparatus and devices or any part thereof furnished by the Contractor in connection with the work; the Contractor shall indemnify and save harmless the Owner from and against all claims, actions, proceedings, damages, costs, loss and liability arising from the foregoing or connected therewith; the Owner shall give to the Contractor reasonable notice of any claim, demand, action or proceeding; the Contractor shall pay all license fees and royalties and shall at its own expense procure for the Owner all licenses and assignments of patent and/or other rights which may be necessary for the completion of the Contract, and the operation and maintenance of the work by the Owner; in the event of default by the Contractor under this clause the Owner may pay any license and/or other fees and royalties and may procure any licenses and assignments of patent and/or other rights and defend and maintain its right to use the work or compromise or settle any claim, action or proceeding instituted against it by reason of infringement, and all sums paid and expenses incurred by the Owner shall be paid by the Contractor and may be recovered from the Contractor or deducted from the moneys due or which may become due to the Contractor; nothing in the Contract shall affect any right or remedies of either party in respect to inventions, patent rights, designs, copyrights, licenses or trade-marks insofar as these are part of the work or necessary thereto.

15. Validity of Contract under Extension

All rights and remedies of the Owner and of the Engineer acting on its behalf may be exercised and continued concurrently or in the alternative; any extension of time granted by the Owner or the Engineer shall not in any way affect the validity of the Contract; any waiver by the Owner or failure by him to exercise his rights on any breach of the Contract, shall be limited to the particular instance and shall not extend to any other instance or matter under the Contract or in any way affect the validity of the Contract or any right or remedy of the Owner.

16. Subletting

The Contract is and shall be considered a personal contract by the Contractor himself and the Contractor without the written consent of the Owner shall not assign or sublet the same or any part thereof but will keep the Contract within his own control..

17. Arbitration

If any difference shall arise during the progress or after the completion of the work as to any matter or thing arising under or out of the Contract, such difference shall not be ground for delay in the work but shall be immediately referred to arbitration under

GENERAL CONDITIONS OF CONTRACT

16/3/50
Sheet 7

17. Arbitration - cont'd.

the Arbitration Act of the Province of Ontario, and shall be determined in accordance with the laws of the Province of Ontario, and the findings of the arbitrator or arbitrators so appointed shall be final and binding upon both parties, except that either party may appeal from, or move to set aside, vary or refer back an award of the arbitrators and may proceed therein to the Supreme Court of Canada, and the Privy Council, or either of them; when the Contractor applies for an arbitration the application shall not be entertained until security to the amount of ~~Two Hundred and Fifty Dollars (\$250.00)~~ ^{\$2000.00} has been deposited by him with the Engineer as security for costs.

18. Addresses

Each party shall keep on file with the other party his postal address; any notice in writing under this agreement shall be sufficiently given by mailing the same postage prepaid addressed to such address and shall be deemed to have been given the day following the day on which the same shall have been so mailed, or by serving it upon the Engineer or his authorized representative or upon the Contractor or his authorized representative at the site of the work respectively.

19. Collateral Work

The Owner reserves the right to enter the site as he may elect by himself or by other persons or corporations for the purpose of carrying on, doing, constructing or installing any collateral works or part of the work under the Contract as the Owner may desire; the Contractor shall not interfere with or prevent the performance of such collateral work or such work forming part of the work under the Contract by the Owner or his agents, employees, or other contractors; the Contractor shall not claim any compensation or damages by delays or hindrances which may be caused by anything done by the Owner under this clause or in respect of any diminution of the work.

20. Default.

If the Contractor shall resolve or be ordered to be wound up or shall compound with his creditors or shall become bankrupt or insolvent, or carry on business under a Receiver or become incapable from any cause whatsoever of carrying out the work, any such Receiver or any person in whom by law the Contract shall become vested shall forthwith give notice to the Owner of the fact that the Contract has become vested in him and shall take all reasonable steps to prevent any stoppage of the work; thereupon if the Owner so desires such Receiver or other person as aforesaid shall have the option during the period of one month from the date when the Contract becomes so vested in him of carrying out the Contract; in the event of the work being stopped this option shall be open only for the period of fourteen (14) days from the said date; in the event of

GENERAL CONDITIONS OF CONTRACT

14/6/48
Sheet 8

20. Default - Cont'd.

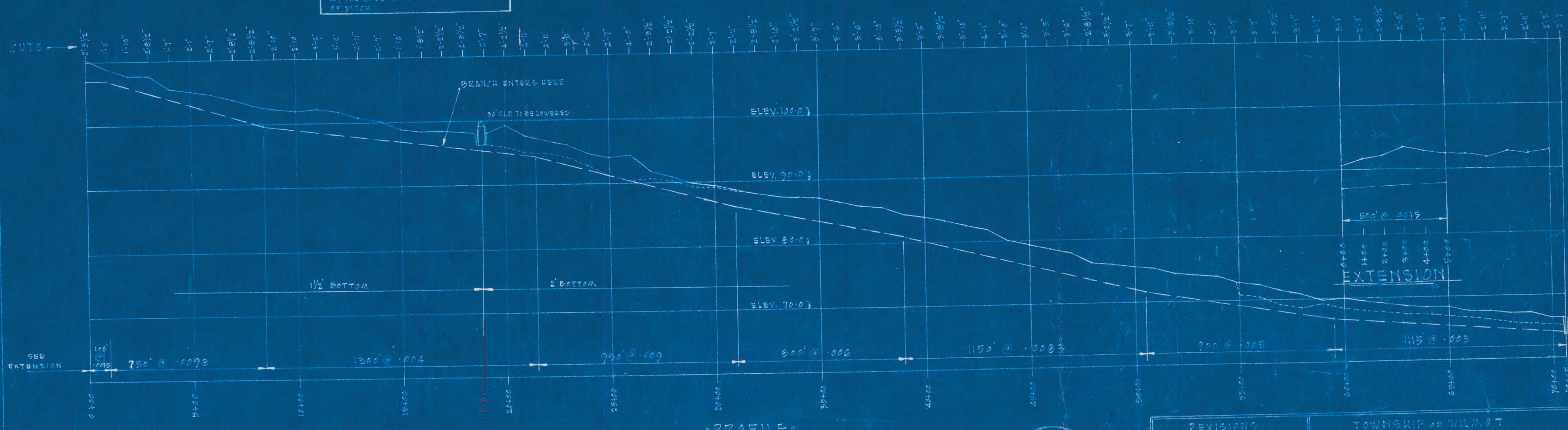
the Receiver or other person not electing to carry out the contract the Owner shall be entitled to apply such moneys as may be due to the Contractor at the time of his bankruptcy, insolvency or inability or as may become due to him at any time thereafter to the completion of the work whether by the Owner himself or by any contractor that may be selected by the Engineer for such purpose, including therein all additional cost incurred in completing the Contract through the failure of the Contractor and that without prejudice to any claim for damage the Owner may have against the Contractor for the latter's failure to complete the Contract.

21. Care and Cleaning of Site.

The Contractor shall confine his plant, materials and other parts of the work and the operations of his employees to limits indicated by law, ordinances, permits or lawful authority or by the directions of the Engineer and shall not unreasonably encumber the site with his materials; the Contractor shall at all times keep the site free from accumulations of waste materials or rubbish caused by his employees or work and shall at all times obey the instructions of the Engineer regarding same; upon the completion of the work the Contractor shall at his own expense remove and dispose of all rubbish and of all his plant and surplus materials and shall leave the site absolutely clear thereof and in good order and condition to the entire satisfaction of the Engineer; cleaning up to the Engineer's satisfaction shall be a condition precedent to final acceptance of the work.



NOTE:
 ALL CUTS GIVEN ARE FROM THE GRAVITY
 AT THE BASE OF STAIRS TO THE BOTTOM
 OF DITCH



PROFILE
 HORIZONTAL - 1" = 300'
 SCALE VERTICAL 1" = 10'



REVISIONS		TOWNSHIP OF WILKET COUNTY OF WATERLOO	
DATE	BY	DATE	BY
SEPT. 1980	AW	SEPT. 1980	AW
NO. DRAWN	AW	NO. CHECKED	AW
PROJECT	AW	PROJECT	AW
REV. 00000	AW	REV. 00000	AW

Tab 2

BY - LAW NO. 936....

OF THE CORPORATION OF THE TOWNSHIP OF WILMOT
IN THE COUNTY OF WATERLOO

A by-law to provide for drainage work in the Township of Wilmot and for borrowing on the credit of the Municipality the sum of thirteen hundred and thirty-four dollars. The amount assessed against the lands in the municipality also being the proportions assessed against lands to be contributed by the said municipality for completing same.

WHEREAS the majority in number of the residents and non-resident owners (exclusive of farmers sons not actual owners) did petition the municipal council of the said Township to construct a drain under the Drainage Act through certain lands in the said Township as set forth in the said petition.

AND whereas the said Council of the Township of Wilmot (with the Township of Wilmot acting as the initiating municipality) did procure an examination to be made by Graham Reid & Associates, Ltd Consulting Engineers being persons competent for such purpose, of the area proposed to be drained and the means suggested for the drainage thereof and of other lands liable for contribution thereto, and having procured plans, specifications, estimates and assessments of the drainage work to be made by said Graham Reid & Associates, Ltd. all of which is set forth in the following report.

264 Avenue Road Toronto 5.,

To the Reeve and Council,
Township of Wilmot,

Gentlemen:

Acting on petition of the Owners of certain lands in the Townships of Wilmot and Wellesley, in the County of Waterloo, and on the authority of resolution passed by the Corporations of the Townships of Wilmot and Wellesley, I have made an examination of Lots 10, 11 and 12, Concession 3, in the Township of Wilmot together with lots 7 and 8, concession 2 and lot 8 concession 3 in the Township of Wellesley, forming an area to be drained by the Koch - Leis Municipal Drain. I have defined the area to be drained as shown on Plan No. 1 attach hereto and I have carried this drain to a central outlet in lot 8, Concession 3, as shown. I have made a plan and profile and I estimate the cost of this drain as follows:

Estimated Cost of the Work:

Township of Wellesley

1,300 cu. yds.	@ \$.30	\$ 390.00
Stakes		2.00
Survey assistance		5.00
Survey, Plans and Profiles		150.00
Inspection		50.00
Clerk's fees		20.00
		<u>617.00</u>

Township of Wilmot

4,500 cu. yds.	@ \$.30	\$ 1,350.00
Farm crossings		100.00
Stakes		3.00
Survey assistant		7.00
Survey, Plans and Profiles		176.00
Inspection		75.00
Clerk's fees		30.00
		<u>1741.00</u>

TOTAL COST 2358.00

This sum I have assessed and charged against the lands liable to assessment in the provisions of the Municipal Drainage Act in the Townships of Wilmot and Wellesley.

The drain when completed, shall be maintained by the Townships of Wilmot and Wellesley at the expense of the lands within the drainage area and in proportion to the acreage affected in the following schedule of assessment.

All of which is respectfully submitted.

Yours respectfully,

G. G. Reid

November 15th 1950.

SCHEDULE OF ASSESSMENTS OF LANDS AND ROADS IN THE
TOWNSHIP OF WILMOT

Con. Lot	Name of Owner	Acres	Value of Benefit	Value of Outlet Liability	Value of Injuring Liability	Total assessment.
3	12 O. Wagner	12		\$ 48.00	\$ 36.00	\$ 84.00
	11 W. S. Koch	102	\$ 163.00	408.00		571.00
	10 E. Gerber	52	82.00	208.00	105.00	395.00
	11 E. Wagner	10		40.00	30.00	70.00
	10 E. Hammer	15	54.00	60.00		114.00
Total for Benefit			\$ 299.00	764.00	171.00	1,234.00
Total for Outlet				764.00		
Total for Injuring					171.00	

1,234.00

Road of the Municipality being one-half the road allowance between the Township of Wilmot and the Township of Wellesley

			\$ 25.00	\$ 65.00	\$ 10.00	\$ 100.00
Total for Benefit			\$ 25.00			
Total for Outlet				65.00		
Total for Injuring					10.00	
						\$ 100.00

SCHEDULE OF ASSESSMENTS OF LANDS AND ROADS IN THE
TOWNSHIP OF WELLESLEY

2	7	Wahls	80	\$ 82.00	\$ 320.00		\$ 402.00
2	8	P. Leis	60	135.00	240.00		375.00
3	8	J. Herteis	14		56.00	42.00	98.00
3	8	E. Schneider	7		28.00	21.00	49.00
				217.00	644.00	63.00	924.00
Total for Benefit			\$ 217.00				
Total for Outlet				644.00			
Total for Injuring					63.00		
							\$ 924.00

Road of the Municipality being one-half the road allowance between the Township of Wilmot and the Township of Wellesley

			\$ 25.00	\$ 65.00	\$ 10.00	\$ 100.00
Total for Benefit			\$ 25.00			
Total for Outlet				65.00		
Total for Injuring					10.00	
						\$ 100.00

Total for lands in the Township of Wilmot						1234.00
" " roads " " " " "						100.00
" " lands " " " " Wellesley						924.00
" " roads " " " " "						100.00
						\$ 2358.00

SPECIFICATIONS FOR THE CONSTRUCTION OF
THE KOCH-LEIS MUNICIPAL DRAIN

Scope of Specifications

The work comprised under this Specification consists in the construction of the Koch-Leis Municipal Drain in the Township of Wilmot and Wellesley, according to the plans and profiles prepared by Graham

Reid & Associates, Ltd., Consulting Engineers, and according to the General Conditions of Contract attached hereto, which are hereby included in this Specification and made a part of it.

Measurements

The open portion of the ditch is to be constructed with 1:6" bottom and side slopes of one-and one-half ($1\frac{1}{2}$) horizontally to one (1) vertically, and stakes have been planted along the course of the drain at 200 ft. intervals, on which stakes will be recorded the depth of the cut required to the bottom of the drain measured vertically from the ground at the side of the stake, all as shown on the plan and profile.

Disposition of Excavated Material

The excavated material shall be deposited up to a width of 30 ft. and shall be spread evenly over a uniform width and depth, leaving a berm of not less than 5 ft. along the drain. No excavation shall be left on the roadway or in the outlets in any tile open drain or water course emptying into the work.

Fences

The Contractor shall have the right to remove any fences throughout the course of the work and shall replace same in as good condition as he originally found them.

Payment

Payment shall be made monthly to the Contractor of 85% of the value of the work done as certified to by the Engineer. The remaining 15% will be paid on certification of the Engineer not less than thirty (30) days after the final completion and acceptance of the Contract by the Engineer.

Graham Reid & Associates, Ltd., Engineers.

AND whereas the said Council are of opinion that the drainage of the area described is desirable,

THEREFORE the said Municipal Council of the said Township of Wilmot pursuant to the provisions of the Municipal Drainage Act, enacts as follows:

1. The said report, plans, specifications, assessments and estimates are hereby adopted, and the drainage work as therein indicated and set forth shall be made and constructed in accordance therewith.
2. The following total special rates, over and above all other rates, shall be assessed, levied and collected (in the same manner and at the same time as other taxes are levied and collected) upon and from the undermentioned lots and parts of lots and roads.
3. This by-law shall be printed and a copy thereof, including a copy of the notice of the sitting of the Court of Revision shall be served on or mailed to the persons mentioned in the schedule of Assessments for Wilmot, and shall come into force upon and after the final passing thereof, and may be cited as the Koch & Leis Drain of the Township of Wilmot and the Township of Wellesley.

By-law read a first and second time this 11th day of Dec. 1950.

By-law read a third time and finally passed this 1st day of Feb. 1951.

.....
Reeve

..... *Clarence W. Heipel*
Clerk.

NOTICE

Notice is hereby given that a court of Revision will be held at the Township Hall Baden on the 1st day of February 1951 at 2 P. M. to hear and consider any complaints which may be made under the foregoing by-law, or any other complaints in respect of any matter in the said by-law over which the said council has jurisdiction.

Further notice is hereby given that anyone intending to appeal to have the by-law or any part thereof, quashed, must, not later than 10 days after the final passing thereof, serve a notice in writing upon the Clerk and Reeve of the Municipality of his intention to make application for that purpose to the Referee during the six weeks next after the final passing of said by-law.

Clarence W. Heipel

Clerk of the said Municipality.

Koch-Leis.

By-Law No 1301 A

A BY-LAW to provide for drainage work in the Township of Wellesley in the County of Waterloo and the Province of Ontario, and for the Borrowing on the credit of the Municipality of the sum of (\$617.00) Six hundred and seventeen dollars, the portion to be contributed by the said Township of Wellesley.

Provisionally adopted this 12th day of February A. D. 1951.

AND THEREON- the majority in number of the resident and non resident owners (exclusive of farmers sons not actual owners) as shown on the last assessment roll of the Township of Wellesley, as set forth in the petition as filed with the Clerk of the Township of Wellesley and being described as set forth on the above named petition, and also the roads which are the property of the Township of Wellesley and the County of Waterloo.

AND THEREON- The corporation of the Township of Wellesley having procured and examination made by Graham Reid and Associates, being men competent for such a purpose, of the lands to be drained by means of the suggested drainage thereof, and of other lands and roads liable for assessment under the Municipal Drainage Act. AND has also procured plans specifications, and estimates of the drainage work to be made by them of the lands and roads liable for contributing thereto, stating as near as he can the proportion of the benefit and outlet liability which in his opinion will be derived or incurred in consequence of such work by every road or lot or part lot, the said assessment to be made and levied upon all the roads and lots or part lots hereinafter on that behalf especially set forth and described, and the report of Graham Reid and Associates, in respect thereof and the said drainage work being described as follows.

To the Reeve and Council of the Township of Wellesley;-

GENTLEMEN: Acting on petition of the Owners of certain lands in the Townships of Wilmot and Wellesley, in the County of Waterloo, and on the authority of resolution passed by the Corporations of the Townships of Wilmot and Wellesley, I have made an examination of Lots 10, 11 and 12, Concession 3, in the Township of Wilmot, together with Lots 7 and 8, Concession 2 and Lot 8, Concession 3 in the Township of Wellesley, forming an area to be drained by the Koch-Leis Municipal Drain. I have defined the area to be drained as shown on Plan No. 1 attached hereto and I have carried this drain to a central outlet in Lot 8, Concession 3, as shown. I have made a plan and profile and I estimate the cost of this drain as follows;

REPORT ON THE KOCH-LEIS DRAIN TOWNSHIPS OF WILMOT AND WELLESLEY.

Estimated Cost of the Work;

Township of Wellesley

1,300 cu. yds.	@ \$.30	\$390.00
Stakes		2.00
Survey assistant		5.00
Survey, Plans & Profiles		150.00
Inspection		50.00
Clerk's fees		20.00
		<u>\$617.00</u>

Township of Wilmot

4,500 cu. yds.	@ \$.30	\$1,350.00
Farm crossings		100.00
Stakes		3.00
Survey Assistant		7.00
Survey, Plans & Profiles		176.00
Inspection		75.00
Clerk's fees		30.00
		<u>\$1741.00</u>

Total cost.....\$2358.00

This sum I have assessed and charged against the lands liable to assessment in the provisions of Municipal Drainage Act in the Township of Wilmot and Wellesley.

The drain, when completed, shall be maintained by the Townships of Wilmot and Wellesley at the expense of the lands within the drainage area and in proportion to the acreage affected in the following schedule of assessment.

All of which is respectfully submitted.

Yours respectfully,

(Sgd.) G.G.Reid, for
Graham Reid & Associates, Ltd.,
Consulting Engineers.

November 15, 1950.

REPORT ON THE KOCH-LEIS DRAIN TOWNSHIPS OF WILMOT AND WELLESLEY.

SCHEDULE OF ASSESSMENT OF LANDS AND ROADS IN THE TOWNSHIP OF WILMOT

Con.	Lot	Name of Owner	Acres	Value of Benefit	Value of Outlet Liability	Value of Injuring Liability	Total Assessment.
3	12	O. Wagner	12	\$ -	\$ 48.00	\$ 36.00	\$ 84.00
	11	W.S. Koch	102	163.00	408.00	-	571.00
	10	E. Gerber	52	82.00	208.00	105.00	395.00
	11	E. Wagner	10	-	40.00	30.00	70.00
	10	E. Hammer	15	54.00	60.00	-	114.00
				<u>\$299.00</u>	<u>\$764.00</u>	<u>\$171.00</u>	<u>\$1,234.00</u>
		Total for Benefit		\$ 299.00			
		Total for Outlet			764.00		
		Total for Injuring			171.00		
					<u>\$1234.00</u>		

Road of the Municipality being one-half the road allowance between the Township of Wilmot and the Township of Wellesley

	<u>\$25.00</u>	<u>\$65.00</u>	<u>\$10.00</u>	<u>\$100.00</u>
Total for Benefit	\$ 25.00			
Total for Outlet		65.00		
Total for Injuring		10.00		
		<u>\$100.00</u>		

REPORT ON THE KOCH-LEIS DRAIN TOWNSHIPS OF WILMOT AND WELLESLEY
 SCHEDULE OF ASSESSMENT OF LANDS AND ROADS IN THE TOWNSHIP OF WELLESLEY

Con.	Lot	Name of Owner	Acres	Value of Benefit	Value of Outlet Liability	Value of Injuring Liability	Total Assessment
2	7	Wahls	80	\$ 82.00	\$320.00	-	\$402.00 use 350
2	8	F. Leis	60	135.00	240.00	-	375.00 ✓
3	8	J. Herteis	14	-	56.00	42.00	98.00 ✓
3	8	E. Schneider	7	-	28.00	21.00	49.00 ✓
				<u>\$217.00</u>	<u>\$644.00</u>	<u>\$63.00</u>	<u>\$924.00</u>
Total for Benefit					\$217.00		
Total for Outlet					644.00		
Total for Injuring					63.00		
					<u>\$924.00</u>		

Road of the Municipality being one-half the road allowance between the Township of Wilmot and the Township of Wellesley

	\$ 25.00	\$ 65.00	\$10.00	\$100.00
Total for Benefit		\$ 25.00		
Total for Outlet		65.00		
Total for Injuring		10.00		
		<u>\$100.00</u>		

Total for lands in the Township of Wilmot	\$1234.00
" " roads " " " " "	100.00
" " lands " " " " Wellesley	924.00
" " roads " " " " "	100.00
	<u>\$2358.00</u>

SPECIFICATIONS FOR THE CONSTRUCTION OF THE KOCH-LEIS MUNICIPAL DRAIN

Scope of Specifications

The work comprised under this Specification consists in the construction of the Koch-Leis Municipal Drain in the Townships of Wilmot and Wellesley, according to the plans and profiles prepared by Graham Reid & Associates, Ltd., Consulting Engineers, and according to the General Conditions of Contract attached hereto, which are hereby included in this Specification and made a part of it.

Measurements

The open portion of the ditch is to be constructed with 1'6" bottom and side slopes of one-and-one-half (1½) horizontally to one (1) vertically, and stakes have been planted along the course of the drain at 200 ft. intervals, on which stakes will be recorded the depth of the cut required to the bottom of the drain measured vertically from the ground at the side of the stake, all as shown on the plan and profile attached hereto.

Disposition of Excavated Material

The excavated material shall be deposited up to a width of 30 ft. and shall be spread evenly over a uniform width and depth, leaving a berm of not less than 5 ft. along the drain. No excavation shall be left on the roadway or in the outlets in any tile open drain or water course emptying into the work.

Fences

The Contractor shall have the right to remove any fences throughout the course of the work and shall replace same in as good condition as he originally found them.

Payment

Payment shall be made monthly to the Contractor of 85% of the value of the work done as certified to by the Engineer. The remaining 15% will be paid on certification of the Engineer not less than thirty (30) days after the final completion and acceptance of the Contract by the Engineer.

Toronto, Ontario,
November 15th, 1950.

Graham Reid & Associates, Ltd.,
Consulting Engineers,
264 Avenue Road,
Toronto, Ontario.

GENERAL CONDITIONS OF CONTRACT

G. Graham Reid, Consulting Engineer
264 Avenue Road, Toronto 5, Canada.

14/6/48

1. Scope of General Conditions of Contract.

The conditions enumerated and detailed herein are intended to cover the obligations generally falling upon the Contractor and the Owner throughout the instigation, execution and completion of the Contract which obligations are now more specifically stated hereunder in the Information to Bidders, Tender Form, Specifications, Plans or the Contract drawn by the owner and executed by the Owner and the Contractor.

2. Plans and Specifications

All plans, drawings and other data relating to the work which may be issued by the Owner or the Engineer subsequent to the date of the Tender shall become essential parts of the Contract. The plans are intended to sufficiently detail the work so as to enable the Contractor to bid intelligently on the items in the Form of Tender. The exact dimensions and other details which will be necessary in order to construct the work will depend on the nature and make of the equipment selected for the installation and it shall be the duty of the Contractor to supply the Engineer with these details immediately upon awarding the Contract. Upon the approval of the Engineer being obtained to these, the Contractor will be supplied with plans showing exact details of the construction which may be amplified from time to time as the work progresses.

Work mentioned on the plans or specifications shall be performed as though shown on both. In the event of dispute the decision of the Engineer as to the meaning or intent of the plans and specifications shall be final.

(con) GENERAL CONDITIONS OF CONTRACT

The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work; no change shall be made without the written order of the Engineer; all such changes and the work as so changed shall be executed under the Contract except that any claim for extension of time or for compensation shall be adjusted at the time of ordering such change.

3. Inspection and Supervision.

No work shall be done without lines, levels and instructions having been given by the Engineer, or without the supervision of an inspector. Work so done will not be paid for and may be ordered removed and replaced at the Contractor's sole cost and expense. He will be expected to so conduct and carry on his work that the inspector will be in close touch with all operations.

The Engineer's stakes must be preserved by the Contractor and any that have to be replaced will be replaced at his expense.

Notwithstanding anything contained in the Contract to the contrary, any inspection or approval or any acceptance other than final acceptance shall be only for the information of the Owner, and shall not in any way be binding on the Owner or limit or hinder the Owner in inspecting and testing the work; any interim or final inspection, approval or acceptance shall not in any way relieve the Contractor from any obligation under the Contract.

If any part of the work in the opinion of the Engineer is not in accordance with the Contract, the Engineer may notify the Contractor to properly re-execute that part of the work and if the Contractor fails to complete the re-executed part within such time as may be fixed by the said or any subsequent notice then the Engineer may cause such work to be re-executed by any means which he considers advisable and the cost may be deducted by the Owner from any moneys due or to become due to the Contractor under the Contract, but the failure of the Owner to make such deduction shall not release the Contractor from the payment of the said cost to the Owner.

The decision of the Engineer shall control as to the interpretation of drawings and specifications during the execution of the work and he shall be the sole judge of the work, material and plant, whether temporary or permanent, both as to quality and quantity, and his decision on all questions of dispute with regard to work, material and plant, or any of them shall be final.

All lines, grades, elevations and profiles will be set or established by the Engineer, and the Contractor shall furnish any labour which may be necessary or convenient, and shall facilitate in every way, all operations incidental to, or necessary for, the setting of such lines, grades, elevations and profiles, and all stakes, posts, and other marks as pertain to his Contract; the cost of labour and material and rental of plant supplied for this work will be compensated for as elsewhere provided; any and all such set by the Engineer shall be preserved from molestation or injury by the Contractor, whether they have reference to his own contract or otherwise; in case of destruction, injury or removal by the Contractor of any stakes, posts and other marks set by the Engineer, whether they have reference to the Contract or otherwise, the same may be replaced by the Engineer at the Contractor's expense.

4. Substitution of Work, Equipment or Materials

Should the Engineer be of the opinion that materials, equipment or work other than those specified are of equal value for the performance of the duties for which they are intended, and should he so certify in writing, the Contractor may substitute such work,

GENERAL CONDITIONS OF CONTRACT

equipment, or materials for those specified, but such substitution shall in no way relieve him of the Guarantee hereunder nor shall he be entitled to further payment than otherwise provided in the Contract.

5. Form of Tender

The Contractor tenders and agrees to construct the work at the schedule of unit prices and for the total sum shown based on the quantities enumerated on the Form of Tender. These quantities may be reduced by direction of the Engineer and the Contractor shall have no claim for anticipated profits or other claim for damages because of such variation of quantities but he will be paid for the actual quantity of work done or material delivered as directed by the Engineer, and according to his certificate. The quantities shown are intended to cover all the work embraced under the Contract and the Contractor is specifically instructed that they may be exceeded only by order from the Engineer in writing.

6. Guarantee

Unless otherwise specified under the several headings, all work, materials or equipment is guaranteed by the Contractor for one year after its completion, during which time any imperfections which may develop in the workmanship, materials or equipment used are to be made good without cost to the Owner. Any other work affected in making good such imperfections must also be made good. If the Contractor is of the opinion that any material specified or manner in which any work is directed to be done is not calculated to produce a perfect job so as to protect him during the said period of one year, he shall object to such condition in writing at the time of execution of the Contract, otherwise it shall not be open to him to lay the fault for any defect which may develop within the said period of one year upon the plans or specifications.

AND WHEREAS;- the said Council of the Township of Wellesley are of the opinion that the said work is desirable and necessary.

THEREFOR;- the Municipal Council of the Township of Wellesley pursuant to the provisions of the Municipal Drainage Act and all other enabling Acts, enacts as follows;-

THAT;- the said report, plans, specifications, and assessments of the said engineer Graham Reid & Associates, Ltd., are hereby adopted, and the drainage work as then enacted and set forth shall be done and constructed in accordance therewith.

THE;- Reeve of the aforesaid Municipality is authorised to borrow on the credit of the Municipality of the Township of Wellesley the sum of (\$617.00) Six hundred and seventeen dollars being the amount estimated to be required for the construction thereof, which shall be payable in yearly sums, and for the purpose of raising the said sum, debentures of the Corporation of the Township of Wellesley shall be issued in sums of not less than \$50.00 each and without coupons for interest, and shall be payable in ten yearly installments, and payable within ten years from the date thereof, with interest added from the date thereof, computed at the rate of interest added at the rate of interest that the debentures can be sold for when the work is completed. The amount of such yearly payments upon the said loan, and the debentures to be issued for, to be such and the interest to be so computed that the rate amount payable for principal and interest, during the years of the debenture period to be equal in amounts.

THE CORPORATION;- shall have at its option the right to redeem the said debentures, either in whole or in part, on any date prior to maturity at the places where, and in the moneys in which the said debentures are expressed to be payable, upon payment of the principal

sum thereof together with interest accrued to the date of redemption, and upon giving notice of said intention to redeem, by advertising once in the Ontario Gazette, and once in a daily News Paper of general Ontario circulation published in the city of Toronto and once in a local Newspaper of general circulation published in the City of Toronto, and once in a local newspaper, such notice to be advertised as aforesaid at least thirty days prior to the date set for such redemption. Notice of intention so to redeem shall also be sent by post at least thirty days prior to the date set for such redemption, to each person in whose name debentures go to be redeemed is registered, at the address shown in the debenture book, where only a portion of the debentures of this issue is to be redeemed such portion of the debentures shall comprise only the debentures that have the latest maturity dates, and no debenture of this issue shall be called for such redemption in priority to any such debentures that has a later maturity date.

FOR PAYING THE SUM OF \$617.00 - being the amount chargeable again to the lands which are controlled by the Corporation of the Township of Wellesley and for covering interest thereon for ten years at the interest rate that the debentures can be sold for when the work is completed, special rates will have to be levied and collected in the same manner and at the same time as other taxes are levied and collected upon and from each lot or part lot, and the amount of such special rates including interest thereon shall be divided into ten equal parts, and one such part shall be levied and collected in each year for ten years after the final passing of this by-law during the time said debentures have to run.

FOR COLLECTING THE SUM OF SEVENTY EIGHT DOLLARS AND SEVENTY EIGHT CENTS being the amount assessed against the streets and land which are controlled by the corporation of the Township of Wellesley, this amount shall be charged on the books of the Road Superintendent against the various roads and streets which are specified in the engineers report, and the Treasurer of the Township of Wellesley shall issue his cheque to the Treasurer in payment for the Township's portion of the Koch-Leis Municipal drain the the Township of Wellesley

THIS BY-LAW - shall be printed and a copy thereof including such notice as to proceedings to quash as are required under the Municipal drainage act shall be served upon each of the assessed owners, or their leeses, or the occupant of the lands if occupied with some grown up person and if the lands are not occupied, such copy of the by-law and notices as aforesaid shall be sent by registered post to their last known address.

THIS BY-LAW - shall come into full force and effect from and after the final passing thereof and may be known as the Koch-Leis Municipal drain in the Township of Wellesley.

Finally passed this.....day of..... A.D. 1951

..... Clerk Reeve

TAKE NOTICE:- that any one intending to apply to have the foregoing bylaw or part thereof quashed, must not later than ten days after the final passing thereof, serve notice in writing upon the Reeve or other head office, and the Clerk of the Township of Wellesley, of his intention to make application for that purpose to the Drainage Referee of Ontario, during the six weeks ensuing the first passing of this by-law AND TAKE FURTHER NOTICE;- that the Court of revision for the Township of Wellesley, for the considering and determining of appeals to the said Court of Revision, from the assessments by the foregoing by-law imposed, will be held at the Council Chamber Crosshill, Ontario;

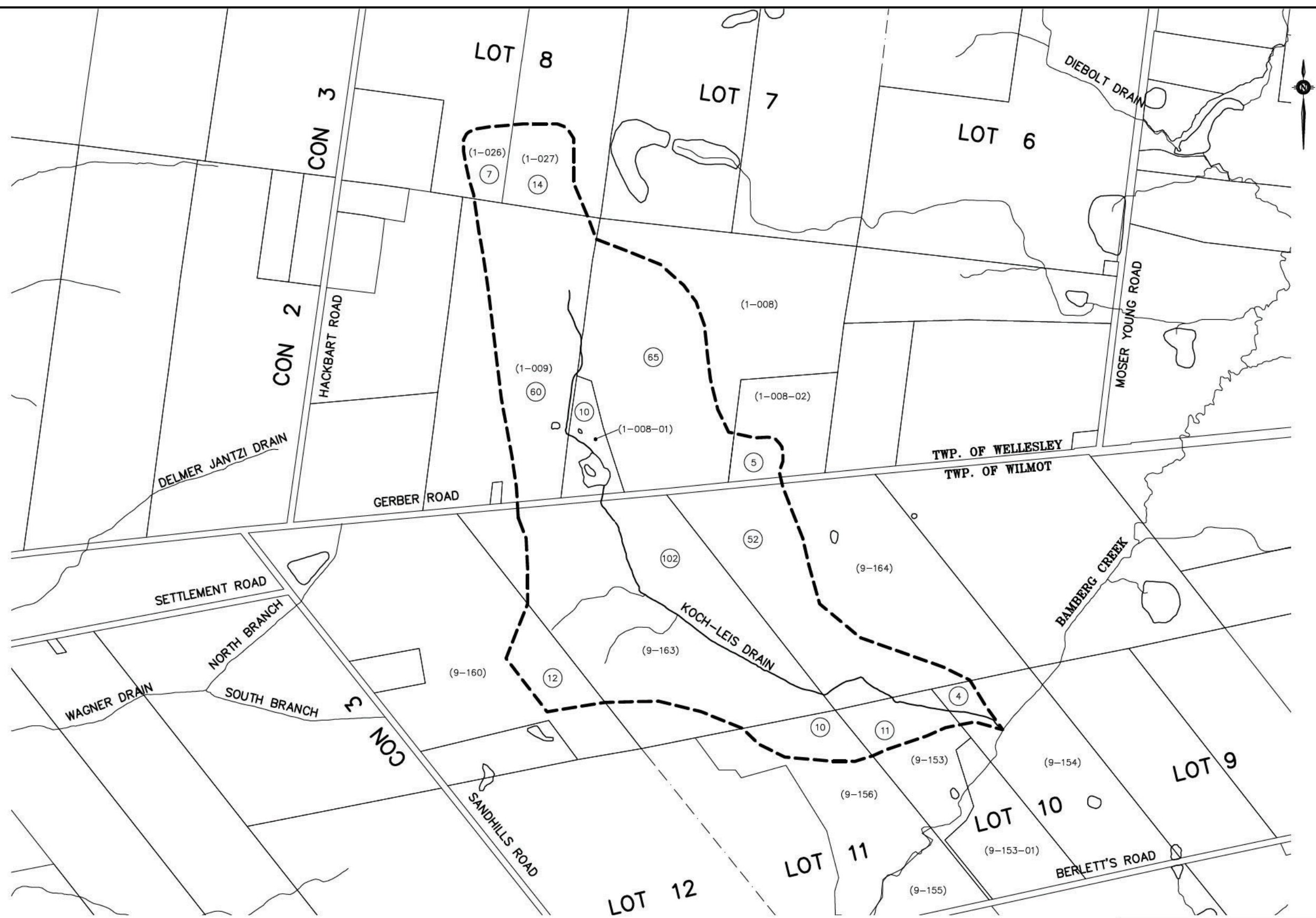
Monday, February 12th, 1951

At Two-Thirty o'clock in afternoon

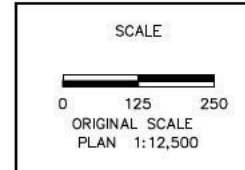
ALL NOTICES OF APPEAL- must be served on the clerk of the Municipality at Linwood, Ontario at least five days prior to the first sitting of the court of revision.

John Heinbuch, Clerk of the Township of Wellesley, Linwood, Ont.

Tab 3



PLAN LEGEND	
	MAJOR WATERSHED
	INTERMEDIATE WATERSHED
	KOCH-LEIS DRAIN
	APPROXIMATE ACRES IN WATERSHED
	ASSESSMENT ROLL NUMBER



KOCH-LEIS DRAIN	
TOWNSHIPS OF WILMOT AND WELLESLEY REGION OF WATERLOO	
WATERSHED PLAN	MAY 30, 2013
K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY RAINY RIVER	
REVISED:	JOB NUMBER: 85-042
DRAWING	Page 28 of 105 2

Tab 4

Stephen Brickman

From: Curtis MacIntyre
Sent: Monday, November 13, 2017 9:02 AM
To: John Kuntze
Subject: RE: Wilmot Drainage Inquiry - Cory Kittel

Hi John,

Thanks for the information. Cory Kittel's number is: **519-635-2679**

When I spoke to him on the phone I did inform him you were away on vacation and worst case scenario you would be able to give him a call next week to discuss.

-Curtis M

From: John Kuntze
Sent: November-12-17 10:57 PM
To: Curtis MacIntyre <cmaIntyre@ksmart.ca>
Subject: RE: Wilmot Drainage Inquiry - Cory Kittel

Hi Curtis

The call from Kittel would apply primarily to the Koch-Leis Drain watershed.

A portion of the Gawron farm is in the Koch-Leis Drain watershed.

The rest drains southeast through the Kittel farm to Bamberg Creek, downstream of the Straus Drain outlet.

I spoke to Christine Gawron (she is one of the siblings that own their parents farm) on November 2 – she had contacted Wilmot Township to get in touch with me.

I am familiar with the Gawrons and the Kittels as I did cleanout work on the Koch-Leis Drain several years ago.

I have not meet Cory Kittel.

I then contacted Keith Frey who had surveyed the farm and designed the tile drain system.

Keith sent me a copy of the plan – a copy is on the server in 85042.

Kuepfer Farm Drainage has been contacted by Gawrons about doing the tiling in November.

I plan to call Dennis Kuepfer this coming week to confirm that they will be doing the tiling.

Can you send me the number for Cory Kittel as I may try to call him this week after I talk to Dennis Kuepfer.

You could call Cory back and tell him I am on vacation but I am looking in to the drainage plan for the Gawron farm.

For your information – the tile across the Kittel farm is a private matter which would not normally involve the Township. However, the call from Cory Kittel is a part of what I deal with as Drainage Superintendent to provide landowners with an understanding of private drainage issues and what the options are.

John

From: Curtis MacIntyre
Sent: Thursday, November 9, 2017 11:47 AM
To: John Kuntze <jkuntze@ksmart.ca>
Cc: Joel Miller <jmiller@ksmart.ca>
Subject: Wilmot Drainage Inquiry - Cory Kittel

Hi John,

Barb received a phone call from a Cory Kittel in Wilmot asking about a tile drainage project across his property. I called him back and he said he was neighbours with the Gawrons and that there was a possible plan to run 800 feet of tile across his property (his address is 1022 Gerber Road). He was wanting to take a look at the drawings and talk to you about it.

From research on the server I have narrowed it down to the ***Strauss Drain*** or ***Koch-Leis Drain*** watersheds. I'm not sure if this is about the same inquiry Joel received a couple of days ago (Tim Carter on the Strauss Drain). If you have any more information about this, I can call him back and let him know.

Thanks.



Curtis MacIntyre, Engineering Intern

K. Smart Associates Limited

85 McIntyre Dr. Kitchener ON N2R 1H6 | <http://www.ksmart.ca>

T: 519.748.1199 x252 | F: 519.748.6100 | cmacintyre@ksmart.ca

Tab 5

Stephen Brickman

From: Christine Gawron <[REDACTED]>
Sent: Monday, April 23, 2018 9:32 AM
To: John Kuntze
Cc: Theresa Gawron; Lucy Gawron; Walt Krupnik
Subject: Re: Outlet Tile Crossing Kittel's Property

Good Morning John,

Would you please call Glen Kuepfer at your earliest convenience?
He said that he wanted to talk with you again, but was having a difficult time trying to contact you as well.

Glen's been discussing our tile plan with my sister, Irene Schneider again, concerning the outlet tile crossing the Kittel Family property. He said the lower east side of our farm property ideally needs to drain through to Kittel's creek, and suggested that we also inquire with you about the possibility of requesting that Wilmot Township designate the outlet tile a municipal responsibility??

John, if you could please get in touch with Glen and also let me know what could be done through Wilmot Township, my family and I would again much appreciate your help.
I hope that you may soon get back to us?!
Thank you.

Chris

Stephen Brickman

From: Christine Gawron <[REDACTED]>
Sent: Monday, April 23, 2018 9:49 AM
To: John Kuntze
Subject: Re: Jananna Farm Tile Crossing Kittel's Property

Hi John,

I just saw your email now -- Thank you!

I'm sorry to keep compounding your busy schedule. Though I'm glad to hear that you'll be able to contact Cory Kittel with information today, and have some time if need be to meet on-site with him.

Thank you again!

Chris

On Mon, Apr 23, 2018 at 8:20 AM, John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Christine

I should have time today to get something off to Corey Kittel. I will have time this week to meet with him on-site if that is required.

John

From: Christine Gawron [mailto:[REDACTED]]
Sent: Friday, April 20, 2018 5:49 PM
To: John Kuntze <jkuntze@ksmart.ca>

Subject: Re: Jananna Farm Tile Crossing Kittel's Property

Hi John,

Likely with the warmer weather your project list is growing longer too?!

I believe you must have had your hands very full this week, and didn't get the chance to email Cory Kittel? I hope you'll be able to soon, and I'll still be anticipating a copy of your message.

Thanks, and have a nice weekend!

Chris

On Tue, Apr 17, 2018 at 4:46 PM, John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Christine

My apology for being so difficult to get in contact with.

I did get your phone messages also.

I have not had a chance to do a follow up with Corey Kittel on your tile plan since I had contacted Corey back in February about the work I was doing on the Straus Drain on the west side of their farm.

I should have time tomorrow to get an email off to Corey Kittel with background information about the tile outlet for your farm.

I will copy you on this email.

Will see what kind of response I get from the Kittels.

I would plan on meeting with them on site to review the tile outlet for your farm if that will help them get a better understanding of what is to be done.

I also need to meet on-site with them to review remaining issues related to the Straus Drain.

John

From: Christine Gawron [mailto: [REDACTED]]
Sent: Wednesday, April 11, 2018 6:59 AM
To: John Kuntze <jkuntze@ksmart.ca>
Cc: Theresa Gawron [REDACTED]; Lucy Gawron [REDACTED]; Walt Krupnik [REDACTED]
Subject: Re: Jananna Farm Tile Crossing Kittel's Property

Hi John,

I just wanted to get in touch with you again in regards to your conversation with Corey Kittel about the purposed tile needed to drain from our farm across the lower portion of the Kittel's property to their creek. I was hoping to learn from you if the Kittel Family are in agreement with this mutually beneficial drainage tile line, or what they have decided at this point?

Glen Kuepfer, who as you know is our tile contractor, was out to our Jananna farm on Mon April 9th, to check how saturated the land was and assess our property again. Glen asked to be notified of the permission to proceed with the drainage tile to Kittel's creek as soon as possible.

So if you could at your earliest convenience, please advise us as to what the Kittel's have decided, or what possible options we may have? If you would also get back to Glen to let him know as well if we have approval to dig a drainage trench to their creek, my family would much appreciate it!

Once again John, Our Thanks to You for all your help in advancing our Jananna Farm tile drainage plan!!

Best Regards,

Chris Gawron

Tab 6

Stephen Brickman

From: Christine Gawron [REDACTED]
Sent: Tuesday, April 24, 2018 5:10 PM
To: John Kuntze
Cc: corykittel@gmail.com
Subject: Re: Tile Plan Gawron Property

Hi John,

Thank you very much for sending me a copy of your email to Cory Kittel with the attached memo outlining the involvement of Wilmot Township in regards to our tile plan.

I will share this information with my family, and believe they'll agree that it is in our best interests as neighbours with the Kittel's to try to reach a mutually beneficial agreement first, rather than going through the Drainage Act process to determine a resolution. Furthermore, the second option you described as a Mutual Agreement Drain, appears to have the most potential benefit to both our parties. I would hope the Kittel Family will come to the same conclusion, and be willing to work out an agreement with us?

Much Thanks Again,
Chris Gawron

On Tue, Apr 24, 2018 at 10:39 AM, John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Cory

I had discussed with you the tile drainage plans for the Gawron property last November.

Unfortunately I got tied up with other projects last winter and did not have a chance to send you any information about our discussion.

Please note that as outlined in the attached memo Wilmot Township has no direct involvement in the tile drainage work proposed for the Gawron property. The need for a tile outlet through the Kittel property is a private matter that will need to be worked out between neighbours. However, as Township Drainage Superintendent I am willing to help both parties work together for a resolution of a drainage issue.

Please review the attached memo for further information.

I would be pleased to meet with you on-site to review the area in question and to review the memo I have prepared.

This can be an early evening meeting (6pm or later) if that works better for you.

John Kuntze, Drainage Superintendent

Wilmot Township

From: Cory Kittel [mailto:[REDACTED]]
Sent: Friday, November 24, 2017 11:37 AM

To: John Kuntze <jkuntze@ksmart.ca>

Subject: Tile Plan Gowron Property

Hey John,

I never got your email for the plan for tiling the Gowron property. Can you send that again.

Cory Kittel

April 24, 2018

K. SMART ASSOCIATES LTD.
85 McIntyre Dr, Kitchener, ON N2R 1H6
519-748-1199 ext 227 jkuntze@ksmart.ca

File No. 85042

MEMO TO: Corey Kittel and Chris Gawron

FROM: John Kuntze P.Eng.
Wilmot Township Drainage Superintendent

RE: Gawron tile outlet across Kittel property

Background

I first want to note that the Township of Wilmot has no direct involvement in the tile drainage work proposed for the Gawron property. The need for a Gawron tile outlet through the Kittel property is a private matter that will need to be worked out between neighbours.

However, as Township Drainage Superintendent I am willing to help both parties work together for a resolution of a drainage issue.

It is common in rural Ontario that for a small area drainage issue only involving two properties that the farmers would work together on a mutual agreement drain.

The Township of Wilmot would only become involved if the drainage issue cannot be resolved privately by agreement and one of the affected parties would file a petition for a drainage works under the Drainage Act. The Township would then appoint an Engineer to prepare a report for a drain. The report and the Drainage Act process would create a municipal drain under a Township Bylaw. The Township would arrange for the construction of the drain and would be responsible for future maintenance of the drain. However, all costs associated with the drain report, the construction of the drain and the future maintenance of the drain would be assessed to the affected landowners. Examples of municipal drains in the area are the Koch-Leis Drain ditch which goes through the southwest corner of the Gawron farm and the Straus Drain ditch which outlets into Bamberg Creek on the east middle of the Kittel farm.

For the current outlet issue I think a mutual agreement between two owners would be a more practical and economical solution than going through the Drainage Act process to create the drain required.

Existing Drainage

The area in question is a low depressional area on the west boundary of the Kittel farm. Part of this low area extends westerly in to the Gawron farm. The attached 2015 aerial photograph from the GRCA website illustrates the low depressional area in question as this area cannot currently be farmed. A depressional area has no direct outlet for surface drainage and thus will remain wet for long periods of time. Depressional areas can usually not be farmed unless they are tile drained. The natural outlet for the depressional area in question is to the southeast to Bamberg Creek on the Kittel farm.

I believe that the depressional area on the Kittel and Gawron properties had a functional tile outlet in the past.

On the GRCA website one can examine aerial photograph from 2015 back to 2000. On the 2000 and 2006 aerial photograph it appears that most of the depressional area on both farms may have been under cultivation. The 2010 aerial photography shows considerable

flooding in the low area on the Kittel farm and the 2015 aerial photograph shows the low area on both farms can no longer be cultivated.

At some time since 2006 the tile drain became nonfunctional due to lack of repair. An on-site examination would be required to determine if a tile drain exists and if it requires repair.

Gawron Tile Drainage Plan

The Gawron family plans to systematically tile their farm. A copy of the proposed tile drain plan which has been prepared by a tile drainage contractor is attached. The majority of the Gawron farm tile drainage will outlet into the Koch-Leis Drain ditch in the southwest corner of the farm. However, as shown on the second tile plan attachment approximately 5 acres of the Gawron farm including the low area will require a tile outlet southeasterly through the low area on the Kittel farm and continuing to an outlet into Bamberg Creek. The final attachment shows an enlargement of the location for the proposed tile outlet which I feel may follow the route of a possible old tile drain.

It would be more practical and effective to install a new tile drain rather than repair an old tile drain.

The Kittel farm is not obligated to provide a tile outlet for the Gawron farm or to accept a tile drain constructed by the Gawron farm across the Kittel farm.

However, in my opinion, I see no reason for the Kittel farm to deny the Gawron farm to have a tile outlet across the Kittel farm. I believe such a tile drain would be of benefit to the Kittel farm.

Mutual Agreement Drain

There are two options that can be considered for a tile drain outlet.

Option 1

The Kittel farm could grant permission for the Gawron farm to construct a tile drain across the Kittel farm that would only provide an outlet for the Gawron farm. Though I have not done any detailed design calculations I would estimate that such a tile would be 4" or 6" diameter solid corrugated plastic tubing. This tile would not provide any local drainage or a tile outlet for future drainage of the low area on the Kittel farm.

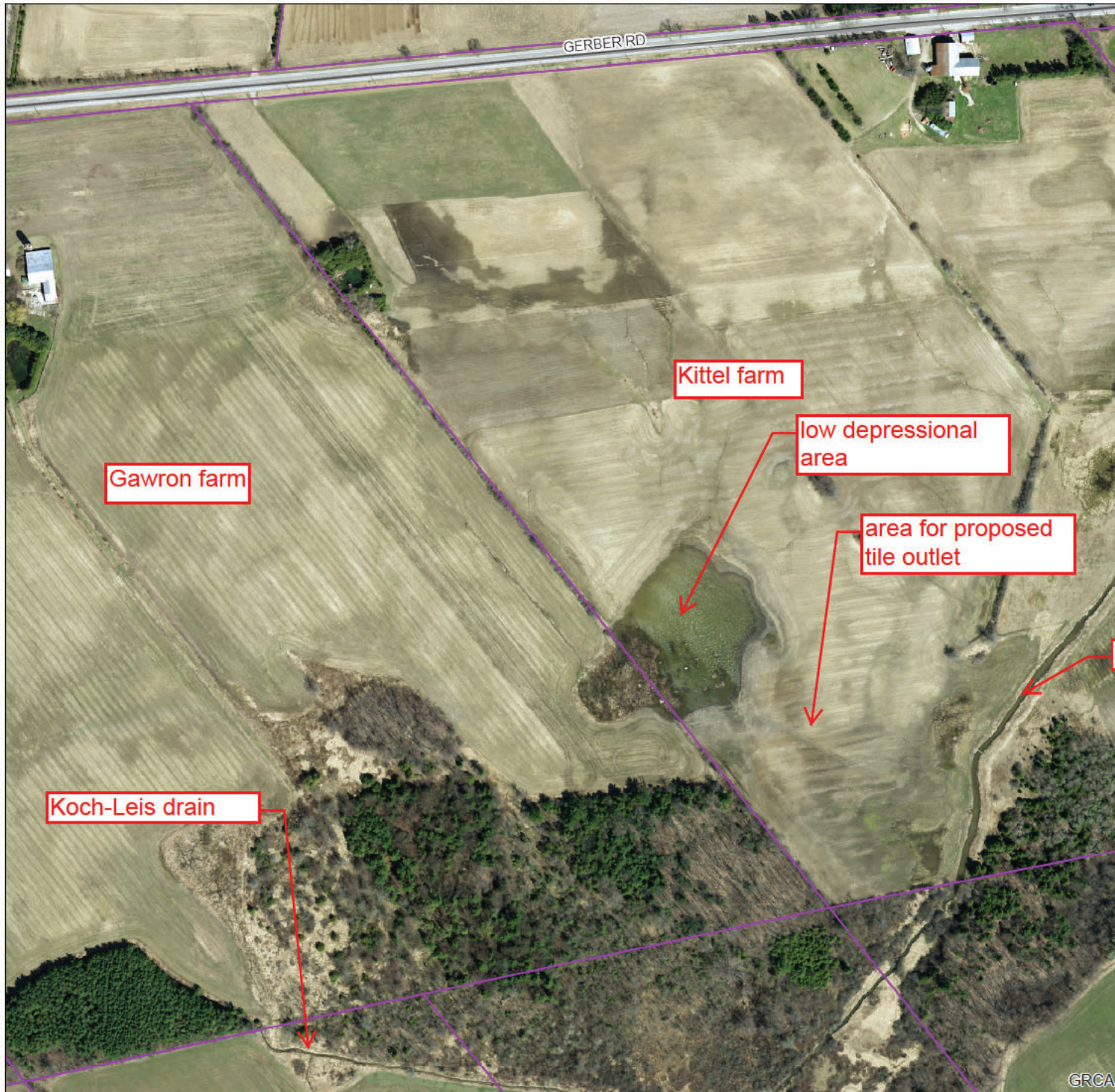
For this option I would assume that the Kittel farm would not contribute to the cost of the Gawron tile.

Option 2


A tile drain would be constructed across the Kittel farm that would be large enough to provide an outlet for drainage of the low area on the Kittel farm. Again, I am estimating that such a tile would be 6" or 8" diameter perforated corrugated plastic tubing. This tile would provide local drainage and would provide for a tile outlet for additional tile drainage in the low area on the Kittel farm.

For this option I would assume there would be a cost sharing between the Kittel farm and the Gawron farm for the construction of the drain.

Regardless of which option is used, I would recommended that a mutual agreement be completed between the Gawron and Kittel farms outlining details for the drain constructed. This agreement could then be registered on title for the two properties. The Drainage Act makes reference to private mutual agreement drains and a template is available for such an agreement.



Legend

 Parcel - Assessment Public (MPAC/MNRF)

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Disclaimer: This map is for illustrative purposes only. Information contained herein is not a substitute for professional review or a site survey and is subject to change without notice. The Grand River Conservation Authority takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user.
The source for each data layer is shown in parentheses in the map legend. For a complete listing of sources and citations go to: <https://maps.grandriver.ca/Sources-and-Citations.pdf>



TILE DRAINAGE PROPOSAL
30' SPACING
1/2" DRAINAGE COEFFICIENT

JanAnna CORP
1184 GERBER ROAD
WILMOT TOWNSHIP
CONCESSION 3
BLOCK "B"
LOT 10

KEY TO PLAN

- 4" PLASTIC TILE
- 6" PLASTIC TILE
- 8" PLASTIC TILE
- 10" PLASTIC TILE
- 12" PLASTIC TILE
- 15" PLASTIC TILE
- 18" PLASTIC TILE
- EXISTING TILE
- LINE FENCE
- EDGE OF FIELD
- EDGE OF BUSH

IMPERIAL MEASUREMENTS
DESIGN BY: Keith Frey



30 ACRE WATERSHED @ 1/2" COEF. REQUIRES
A 10" PLASTIC @ 20% AND 12" SMOOTHWALL
@ 0.2% IF YOU WANT A CATCH BASIN. COULD
NEEDS TO BE 30' HIGH WITH 1/2" DIFFICULT
TO DO AT THIS LOCATION.

20 ACRE WATERSHED @ 1/2" COEF. REQUIRES
A 8" PLASTIC @ 20% IF YOU WANT A CATCH BASIN.
IF BUILDING A BERTH, IT NEEDS TO BE 2' HIGH ON A 6" TILE

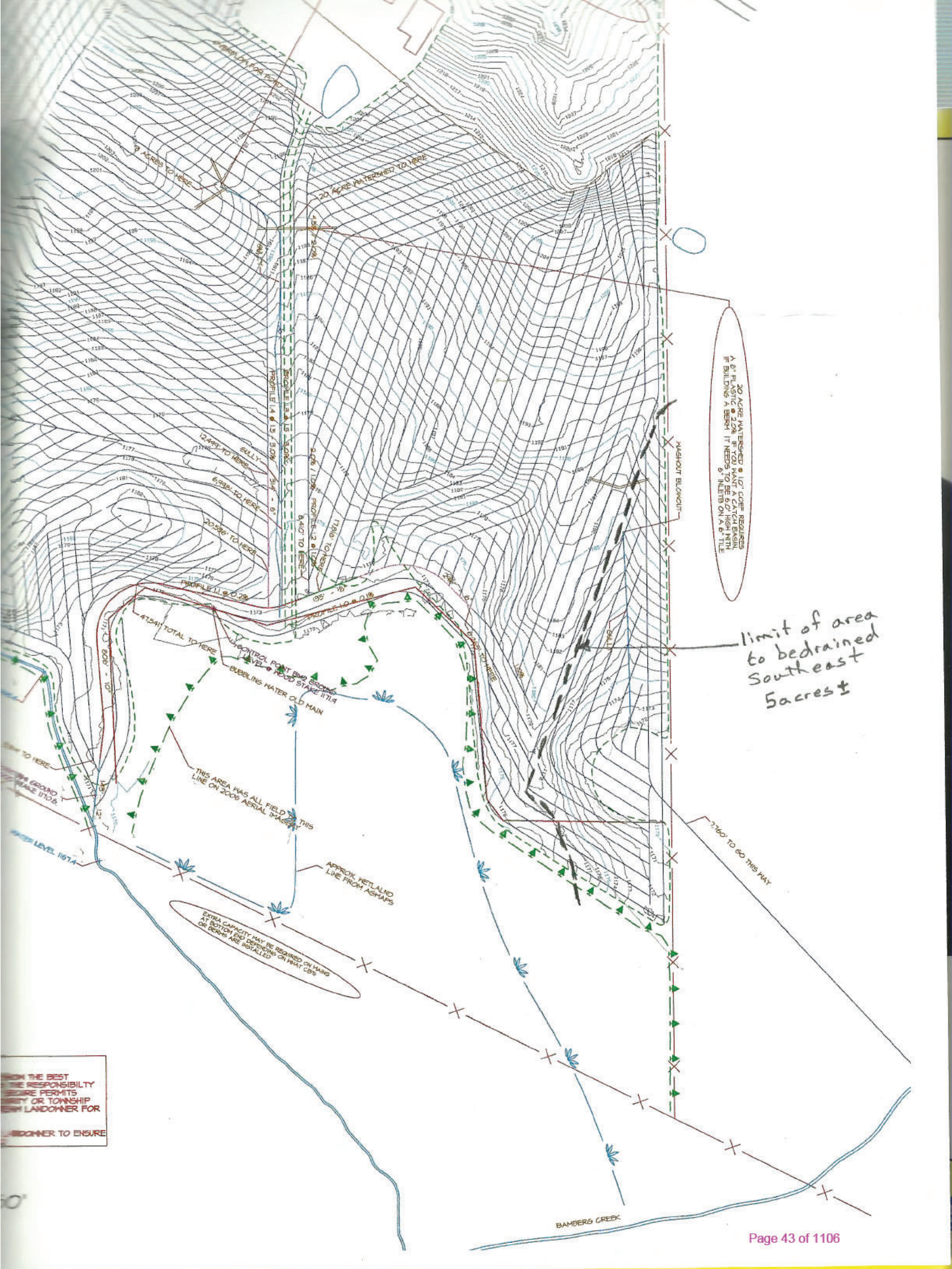
MATERIAL LIST:

97,223'	-	4"
1,447'	-	6"
400'	-	8"
806'	-	10"
143'	-	12"

NOTES:

- THIS DESIGN HAS BEEN PROVIDED TO SHOW THE BEST LOCATION FOR DRAINAGE OUTLETS. IT IS THE RESPONSIBILITY OF THE CUSTOMER OR CONTRACTOR TO SECURE PERMITS FROM THE LOCAL CONSERVATION AUTHORITY OR TOWNSHIP OR SECURE PERMISSION FROM DOWNSTREAM LANDOWNER FOR OUTLETS WHEN APPLICABLE.
- RESPONSIBILITY OF CONTRACTOR OR LANDOWNER TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED.

SCALE 1" = 250'



30 ACRE WATERSHED @ 10' COFF. REQUIRES
 A 6" PLASTIC @ 2.0% IF YOU WANT A CATCH BASIN.
 IF BUILDING A BERM IT NEEDS TO BE 6.0' HIGH WITH
 6" INLETS ON A 6" TILE


limit of area
 to bedrained
 Southeast
 Sacrest

WHICH THE BEST
 IS THE RESPONSIBILITY
 SECURE PERMITS
 COUNTY OR TOWNSHIP
 FROM LANDOWNER FOR
 LANDOWNER TO ENSURE

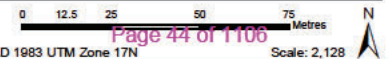
EXTRA CAPACITY MAY BE REQUIRED ON MAIN
 AT BOTTOM END DEPENDING ON WHAT EDS
 OR BURNS ARE INSTALLED



Legend

 Parcel - Assessment Public (MPAC/MNRF)

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The source for each data layer is shown in parentheses in the map legend. For a complete listing of sources and citations go to: <https://maps.grandriver.ca/Sources-and-Citations.pdf>



Tab 7

Stephen Brickman

From: Christine Gawron <[REDACTED]>
Sent: Wednesday, May 30, 2018 6:35 AM
To: John Kuntze
Cc: Theresa Gawron; Lucy Gawron; Walt Krupnik
Subject: Re: Jananna Tile Drainage Project

Hi John and Good Morning!

Glad to know you're back again!

I hope you and your family have found comfort in many cherished memories of your Mom.

Thank you very much for your informative email.

I must tell you that last Thursday Glen Kuepfer and his crew completed the work they could do on our tile drainage project. Following shortly after, our land tenant, Dave Arand, and his sister Peggy, were very busy leveling our tiled fields, cultivating, and seeding soya beans. My sister Lucy informed me yesterday that Dave already had someone come to spray fertilizer as well.

However John, my family and I still wish to meet on-site with you on our farm to discuss the mentioned out-standing concerns that were raised earlier in our discussions with Glen. We feel that even if we may not be able to address these issues until later down the road, it would still be valuable for us all to review your information and listen to your input. Although so far this week it sounds like everyone's schedules are quite busy. So we were wondering if we could meet with you at 10:30 am or 11 am on either Monday or Tuesday of next week?!

Please confirm which possible date and time would also suit you best?!

Thank you once again John, and we look forward to meeting with you!

Chris

On Tue, May 29, 2018 at 12:38 PM, John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Christine

I am back to work and trying to get caught up.

I would now be ready for a meeting at your farm at a time this week that works for you and the rest of your family.

I can try to work something out for anytime of the day.

I am also happy to meet in the evening around 7pm if that works for you.

Let me know your thoughts on a meeting time – give me a call or send an email.

I have reviewed aerial photos and contours for the northwest part of your farm.

I will have copies with me when we meet.

Here are my preliminary comments:

I do not believe any part of the Cressman farm to the west drains onto your farm.

The Cressman farm is tile drained and all tile outlet into the Koch-Leis Drain ditch.

It appears to me that some of the west part of your farm drains west onto the Cressman farm.

The low area on the west line fence directly west of the buildings drains west to the Koch-Leis Drain ditch.

I meet with David Cressman during the cleanout of the Koch-Leis Drain and he pointed out to me a tile outlet into the ditch that he said comes from your farm.

I do agree that there is a watershed area in Wellesley Township that drains across Gerber Road and through the northwest corner of your farm.

We will want to discuss this drainage flow path and watershed area when we meet.

Wellesley Drainage Superintendent is Garth Noecker who is with K Smart Associates and has the office next to me.

No need to involve the Wellesley Drainage Superintendent at this time.

If action is to be taken under the Drainage Act on this drainage flow path it will all be done through Wilmot Township.

John

From: Christine Gawron [mailto:]
Sent: Tuesday, May 22, 2018 11:32 AM
To: John Kuntze <jkuntze@ksmart.ca>
Subject: Re: Jananna Tile Drainage Project

Good Morning John,

We really need to consult with you again concerning the tile drainage of water flowing over from our west-side neighbour's farm, Cressman's, who have the Koch-Leis creek crossing their land. As well, contributing to this concern is the water flow from our neighbouring properties in Wellesley Township. A question for us now is whether we need to also involve the drainage superintendent for Wellesley Township with his issue because of the associated sources and costs?

John, I am asking if you could at your earliest opportunity, please arrange to come over to our farm to have a site meeting with us, my sisters and myself, and Glen Kuepfer and crew who are now currently working on our farm drainage tile project.

We much appreciate your earliest response yet again.

Thank you,

Chris Gawron

Tab 8

Stephen Brickman

From: Christine Gawron <[REDACTED]>
Sent: Monday, June 4, 2018 6:38 PM
To: John Kuntze
Cc: Theresa Gawron; Walt Krupnik; Lucy Gawron
Subject: Re: Jananna Tile Drainage Project

Hi John,

That's super!

We'll see you on Thursday morning then on our farm yard at 11am.

Thank you!

Chris

On Mon, Jun 4, 2018 at 5:52 PM, John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Christine

Thursday morning at 11am works for my schedule and is probably better than a meeting tomorrow morning for me.

Unless I hear differently, I will see you on Thursday morning at 11am at the farm yard.

John

From: Christine Gawron [mailto:[REDACTED]]
Sent: Monday, June 4, 2018 5:16 PM

To: John Kuntze <jkuntze@ksmart.ca>
Subject: Re: Jananna Tile Drainage Project

Hi John,

Much appreciate you emailing me back in the midst of trying to get caught up with all your backlog!!

It turns out that Tuesday morning unfortunately now doesn't work so well for my sister Irene. So I apologize to renege on tomorrow, and must ask if we can possibly re-schedule to still meet with you this week on Thursday at 11 am instead??

I really hope this alternate date and time may work out for you also?!

Please let me know again John?!

Thank you!

Chris

On Mon, Jun 4, 2018 at 2:22 PM, John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Christine

Slowly trying to get caught up with my backlog after I was off.

Currently working on preparation for a Drainage Tribunal Hearing next week.

I would be able to meet with your family on Tuesday morning at 11am.

Wednesday would not work well for 11am.

If 11am Tuesday is OK let me know and I will meet with you in the farm yard tomorrow morning.

John

From: Christine Gawron [mailto: [REDACTED]]
Sent: Monday, June 4, 2018 12:59 PM

To: John Kuntze <jkuntze@ksmart.ca>
Subject: Re: Jananna Tile Drainage Project

Hi John,

Since I didn't hear back from you as yet I just wanted to follow-up with you about a time and date to still have that on-site meeting on our farm? -- I called and left a message this morning at your office at K Smart Associates as well.

My family and me thought it would be good to have you view and hear your comments about the areas of our land with a few remaining drainage issues. We were hoping we could maybe meet with you in the morning at 11 am on either Tuesday or Wednesday this week? -- Please let us know if that works with your schedule or when would be a more suitable time for you??

I'll look forward to your reply.

Thank you!

Chris

On Tue, May 29, 2018 at 12:38 PM, John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Christine

I am back to work and trying to get caught up.

I would now be ready for a meeting at your farm at a time this week that works for you and the rest of your family.

I can try to work something out for anytime of the day.

I am also happy to meet in the evening around 7pm if that works for you.

Let me know your thoughts on a meeting time – give me a call or send an email.

I have reviewed aerial photos and contours for the northwest part of your farm.

I will have copies with me when we meet.

Here are my preliminary comments:

I do not believe any part of the Cressman farm to the west drains onto your farm.

The Cressman farm is tile drained and all tile outlet into the Koch-Leis Drain ditch.

It appears to me that some of the west part of your farm drains west onto the Cressman farm.

The low area on the west line fence directly west of the buildings drains west to the Koch-Leis Drain ditch.

I meet with David Cressman during the cleanout of the Koch-Leis Drain and he pointed out to me a tile outlet into the ditch that he said comes from your farm.

I do agree that there is a watershed area in Wellesley Township that drains across Gerber Road and through the northwest corner of your farm.

We will want to discuss this drainage flow path and watershed area when we meet.

Wellesley Drainage Superintendent is Garth Noecker who is with K Smart Associates and has the office next to me.

No need to involve the Wellesley Drainage Superintendent at this time.

If action is to be taken under the Drainage Act on this drainage flow path it will all be done through Wilmot Township.

John

From: Christine Gawron [mailto: [REDACTED]]

Sent: Tuesday, May 22, 2018 11:32 AM

To: John Kuntze <jkuntze@ksmart.ca>

Subject: Re: Jananna Tile Drainage Project

Good Morning John,

We really need to consult with you again concerning the tile drainage of water flowing over from our west-side neighbour's farm, Cressman's, who have the Koch-Leis creek crossing their land. As well, contributing to this concern is the water flow from our neighbouring properties in Wellesley Township. A question for us now is whether we need to also involve the drainage superintendent for Wellesley Township with his issue because of the associated sources and costs?

John, I am asking if you could at your earliest opportunity, please arrange to come over to our farm to have a site meeting with us, my sisters and myself, and Glen Kuepfer and crew who are now currently working on our farm drainage tile project.

We much appreciate your earliest response yet again.

Thank you,

Chris Gawron

Tab 9

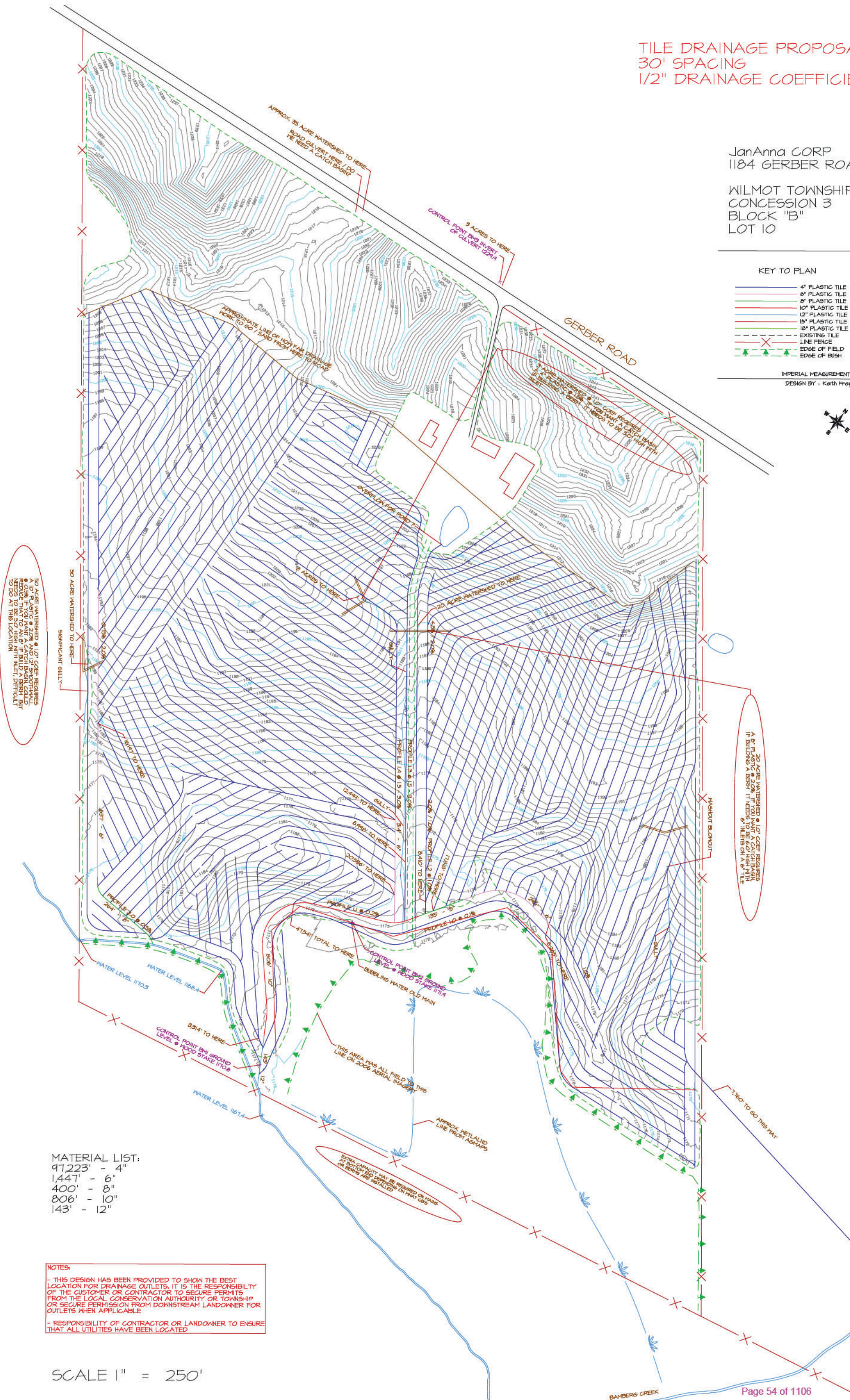
TILE DRAINAGE PROPOSAL
30' SPACING
1/2" DRAINAGE COEFFICIENT

JanAnna CORP
1184 GERBER ROAD
WILMOT TOWNSHIP
CONCESSION 3
BLOCK "B"
LOT 10

KEY TO PLAN

- 4" PLASTIC TILE
- 6" PLASTIC TILE
- 8" PLASTIC TILE
- 10" PLASTIC TILE
- 12" PLASTIC TILE
- 15" PLASTIC TILE
- 18" PLASTIC TILE
- EXISTING TILE
- LINE FENCE
- EDGE OF FIELD
- EDGE OF BUSH

IMPERIAL MEASUREMENTS
DESIGN BY : Keith Frey



30 ACRE WATERSHED @ 1/2" COEFF. REQUIRES A 10" PLASTIC @ 20% AND 17" SMOOTHWALL @ 0.2% IF YOU WANT A CATCH BASIN COULD NEED TO BE 30' HIGH WITH 1/2" DIFFICULT TO DO AT THIS LOCATION

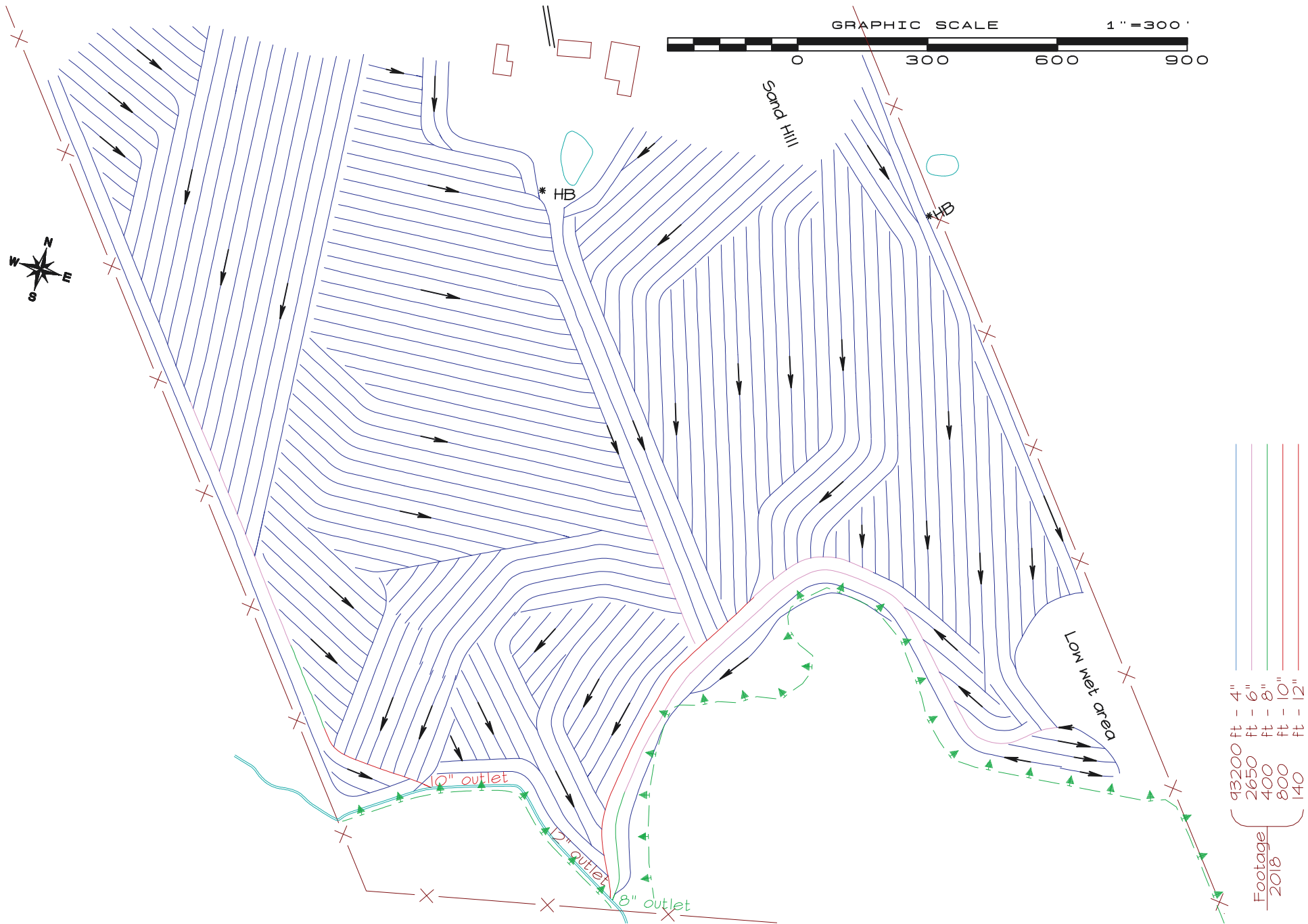
20 ACRE WATERSHED @ 1/2" COEFF. REQUIRES A 6" PLASTIC @ 20% IF YOU WANT A CATCH BASIN IF BUILDING A BENCH IT NEEDS TO BE 30' HIGH ON A 6" TILE

MATERIAL LIST:

97223'	-	4"
1447'	-	6"
400'	-	8"
806'	-	10"
143'	-	12"

NOTES:
- THIS DESIGN HAS BEEN PROVIDED TO SHOW THE BEST LOCATION FOR DRAINAGE OUTLETS. IT IS THE RESPONSIBILITY OF THE CUSTOMER OR CONTRACTOR TO SECURE PERMITS FROM THE LOCAL CONSERVATION AUTHORITY OR TOWNSHIP OR SECURE PERMISSION FROM DOWNSTREAM LANDOWNER FOR OUTLETS WHEN APPLICABLE
- RESPONSIBILITY OF CONTRACTOR OR LANDOWNER TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED

SCALE 1" = 250'



93200	ft	4"
2650	ft	6"
400	ft	8"
800	ft	10"
140	ft	12"

Footage
2018

Other notes: none

Farm/Client Name: JanAnna Corp	Civic Number: 1184	TWP: Wilmot	Lot: 10	Con: 3blockB
File name: jananna corp 0-18	Draft person: Glen Kuepfer	Software: 10.3 Terramodel	Plot date: Apr 28, 2021	
GPS base location/control point: -				
North: -	West: -	Elv.: -	Drain spacing: 30ft	Project date: Summer 2018

ANOTHER QUALITY JOB INSTALLED BY
Harold Kuepfer
FARM DRAINAGE
 Page 55 of 1106
 RR 1, NEWTON, ONTARIO
 595-4545

Tab 10

Stephen Brickman

From: John Kuntze
Sent: Thursday, April 18, 2019 5:59 PM
To: Cory Kittel
Subject: Re: Meeting

OK See you Monday evening.

John

Sent from my BlackBerry - the most secure mobile device - via the TELUS Network

From: [REDACTED]
Sent: April 18, 2019 5:56 PM
To: jkuntze@ksmart.ca
Subject: Re: Meeting

Monday works. Thanks.

On Thu, Apr 18, 2019 at 5:56 PM John Kuntze <jkuntze@ksmart.ca> wrote:

Hi Cory

Weather does appear to be getting worse.

I'm OK with rescheduling. I could do Monday at 6:30 if that would work for you.

John

Sent from my BlackBerry - the most secure mobile device - via the TELUS Network

From: [REDACTED]
Sent: April 18, 2019 5:50 PM
To: jkuntze@ksmart.ca
Subject: Meeting

John, perhaps we should reschedule to next week due to weather. Let me know.

Cory Kittel

Tab 11

Stephen Brickman

From: John Kuntze
Sent: Thursday, May 2, 2019 5:10 PM
To: Cory Kittel
Cc: drains
Subject: Kittel Farm - Gerber Road
Attachments: Topo plan - Kittel farm 19-04-18.pdf

Hi Cory

Attached is a copy of the topographic map I had made of your farm on the south side of Gerber Road for our site meeting on April 22. Unfortunately this was the map I forgot to bring with me for the meeting.

Now that I have seen the site of the drainage concern on your property I have added some detail to the topo map on a potential drain to address the issue of surface water flow across your property south from Gerber Road and then ponding on your property to the south in a low depressional area before overflow to the east to Bamberg Creek.

I have marked on the map the approximate route of a drain from the culvert under Gerber Road south to the low area along the west boundary of your farm and then southeasterly to an outlet in Bamberg Creek. Length of drain is approximately 700m (2300').

Using the contours on the map I have established a watershed area for this drain.

The watershed limit for the drain is shown as a dashed line with some shading.

Two parcels in Wellesley Township drain through the Gerber Road culvert – total area 12.5ha (30ac).

Gerber Road area is approximately 0.4ha (1ac) on each side of the road for a total of 0.8ha (2ac).

There is also about 19ha (45ac) of your property and a small portion of the Gawron farm that also drains in to the low depressional area. This additional area would have to be taken into account for the design of the drain from the low area to Bamberg Creek.

As you can see Gerber Road is only about 3% of the watershed area. Gerber Road is paved so it does produce greater runoff than agricultural land. In the work I do for drain reports under the Drainage Act I factor the road areas by 3 for increased runoff.

Using this factor Gerber Road would still be less than 10% of the watershed area for a new drain.

I think the above will illustrate that Gerber Road is not the major source of the surface water flow across your property.

As we discussed on-site the Gerber Road does concentrate the flow from the north at the culvert. However, even without the road culvert and no road I think the runoff from north of the road would quickly become a concentrated flow on your property due to the steep gradient to the south. In my opinion Gerber Road contributes to the drainage issues on your property but Gerber Road is not the sole cause of the drainage issues.

Using current agricultural drainage design standards I have shown on the map the size of drain that I think would be required to adequately address the drainage issues on your property.

450m south from Gerber Road to the edge of the low area the drain will have a very steep grade – drains size would be 8" to 10" corrugated plastic tubing.

300m southeast from the low area to Bamberg Creek would have a very flat grade – drain size should be 16" concrete tile.

An approximate estimate to construct the above drain would be \$35,000.

If the drain is done privately then you would be responsible for the construction cost.

You could try to negotiate an agreement with the Region and the properties to the north to pay a share of your cost for the drain.

The Region would not likely participate in a private agreement drain and the north parcels may not be willing to contribute to the cost of your drain.

The other option we discussed would be for you to file a petition and have the drain constructed under the Drainage Act through an Engineer's Report. If done under the Drainage Act in a new Engineer's report the approximate total cost could be \$60,000.

This cost would then be assessed by the Engineer to your property, the Gawron property, Gerber Road and the two parcels to the north of Gerber Road.

Under the Drainage Act process 1/3 of the cost assessed to farm land would be eligible for a 1/3 OMAFRA grant which is applied for by the Township.

My best guess for a final cost to your property (1/3 grant deducted) would be in the range of \$20,000.

It is my experience that the assessment after grant to a property with a drain constructed under the Drainage Act is usually much less than the cost if the owner constructed the same drain privately.

I trust the above will give you some idea on options to address the drainage issues on your property.

If you would decide to pursue the Drainage Act process let me know and I can assist you with the petition process.

John Kuntze, Drainage Superintendent
Wilmot Township



John Kuntze, P.Eng.

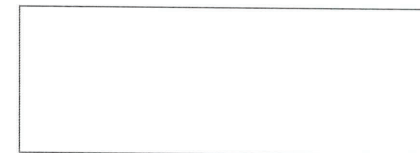
K. Smart Associates Limited

85 McIntyre Dr. Kitchener ON N2R 1H6 | <http://www.ksmart.ca>

T: 519.748.1199 x227 | F: 519.748.6100 | jkuntze@ksmart.ca

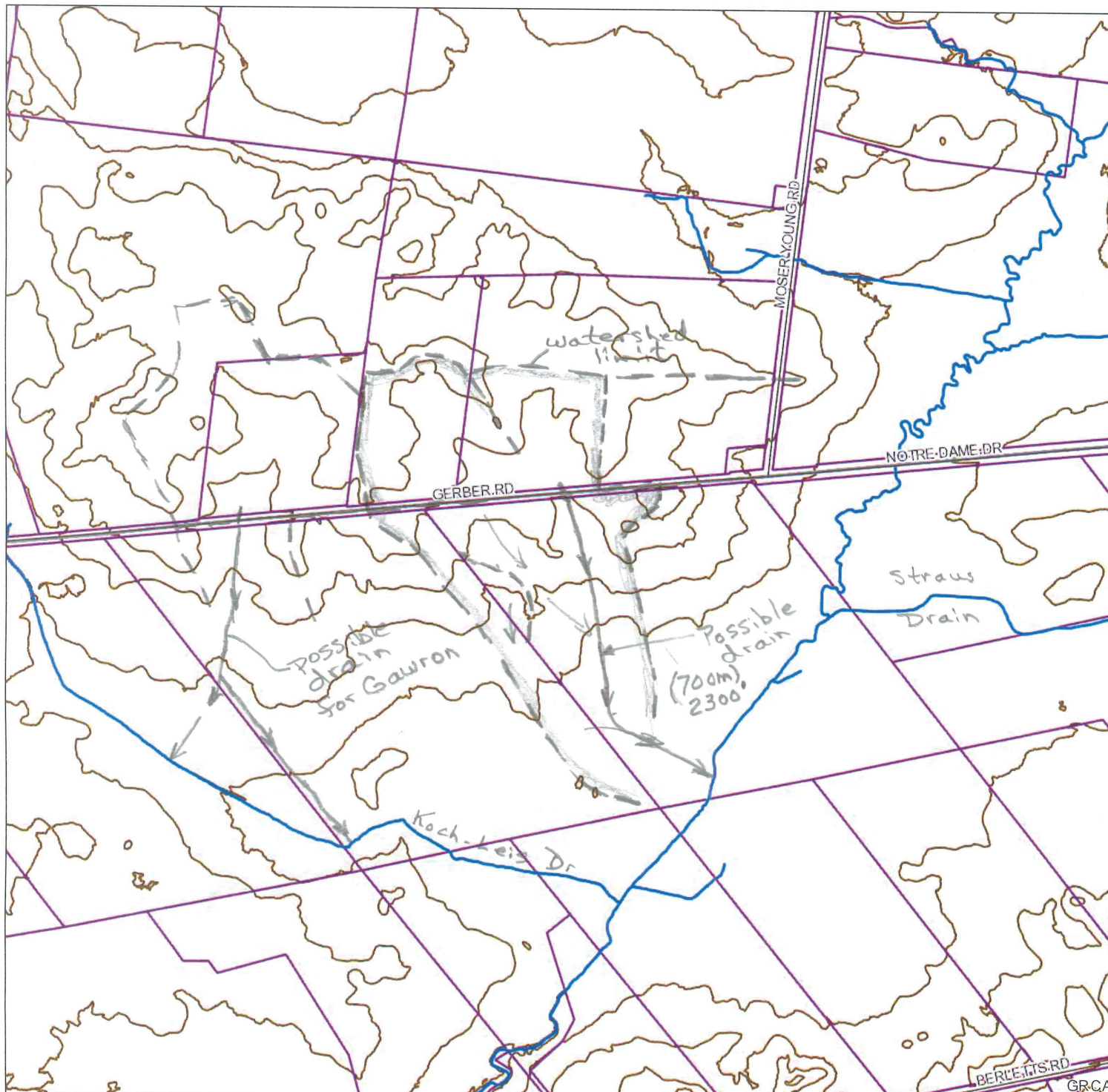


Kittel farm Wilmot



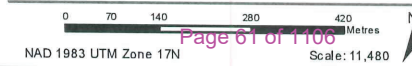
Legend

-  Regulated Watercourse (GRCA)
-  Parcel - Assessment Public (MPAC/MNRF)
-  Contour 2018 - Regional (GRCA)
-  Great Lakes - Local (GRCA)



Watershed
 N of Gerber Rd 12.5 ha
 30 Acres
 North side of Gerber Rd
 0.5 ha - 1 AC
 South side of Gerber Rd
 0.4 ha - 1 AC
 S of Gerber Rd 19 ha
 45 acres
 N 450m 200mm (8") to 250mm
 Plastic tubing (10")
 S 300m 400mm (16") concrete
 tile

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 Disclaimer: This map is for illustrative purposes only. Information contained herein is not a substitute for professional review or a site survey and is subject to change without notice. The Grand River Conservation Authority takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user.
 The source for each data layer is shown in parentheses in the map legend. For a complete listing of sources and citations go to: <https://maps.grandriver.ca/Sources-and-Citations.pdf>







Kittel farm Wilmot

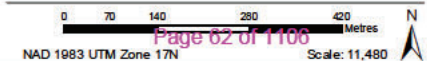


Legend

-  Parcel - Assessment Public (MPAC/MNRF)
-  Great Lakes - Local (GRCA)



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Kittel farm Wilmot

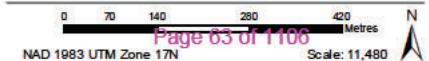


Legend

-  Parcel - Assessment Public (MPAC/MNRF)
-  Great Lakes - Local (GRCA)



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Tab 12

Stephen Brickman

From: John Kuntze
Sent: Monday, April 19, 2021 2:04 PM
To: Bryan Bishop
Subject: RE: Message Notification
Attachments: 18-04-24 Gawron - Kittel tile outlet memo 85042.pdf

Hi Bryan

I am familiar with Lucy Gawron. I had meetings with Lucy and her siblings in the past for a cleanout on the Koch-Leis Drain which is the outlet for the majority of the tile drainage on their farm. I then became involved with their need for an outlet on the east part of their farm which is not in the watershed of a municipal drain. Their neighbour to the east is Corey Kittel.

I have attached a memo that I provided to Gawron and Kittel in April 2018. Obviously they are not having much success with a mutual agreement drain. I will follow up with Lucy Gawron. I have not listened to the complete message yet.

I started listening to the message a few minutes ago but was interrupted by an incoming call from Warren Bechthold in Petersburg.

Warren is on the Petersburg Drain and he wanted to make sure I was aware of the work done on his neighbour's property as he saw activity on Saturday and he felt that the Township may not be aware of what was being done on the Petersburg Drain.

The neighbour is Chad Keary at 1243 Notre Dame Drive.

On March 30 I had sent you an email in response to Chad Keary's pool permit application.

This email provided the background on the catchbasin work on Keary's lot.

Wayne Kuepfer, Specialty Excavating, did the catchbasin work last Friday under my direction.

He did go back in on Saturday morning to finish the cleanup.

I passed this information on to Warren Bechtold during our discussion.

Not sure if you were aware that last week Wayne Kuepfer completed installation of the 200mm tubing in Anna Tuerr Park from the east side of the sidewalk upstream to the rear of 89 Milne Drive. He did not install the catchbasin at the upstream end yet as he does not want to have the 200mm tubing filled with water since it currently has no outlet. The work to connect up to the catchbasin on Milne Drive is on hold pending completion of the locates between the sidewalk and the curb.

This delay allowed me to have Wayne work on the Petersburg Drain catchbasin.

I will let you know how I make out with Lucy Gawron.

John

-----Original Message-----

From: Bryan Bishop [mailto:bryan.bishop@wilmot.ca]

Sent: April 19, 2021 1:00 PM

To: John Kuntze <jkuntze@ksmart.ca>

Subject: FW: Message Notification

Hi John

Wondering if you know anything about this property. They mentioned your name in the voicemail and was hoping you would be able to call the lady back is you can sometime

Let me know if you want to meet out there with them and I can attend as well or another Township staff

Thanks. Hope you're doing well

Bryan

-----Original Message-----

From: Cisco Unity Express [mailto:Voicemail@wilmot.ca]

Sent: Monday, April 19, 2021 12:34 PM

To: Bryan Bishop <bryan.bishop@wilmot.ca>

Subject: Message Notification

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

Message Type: Normal

Message for: BBishop

Message from: [REDACTED]

Message Notification

WILMOT STATEMENT OF CONFIDENTIALITY: This electronic transmission, including any attached document(s), may contain information that is privileged, confidential or otherwise protected from disclosure under applicable law and is for the sole use of the intended recipient(s). If the receiver of this information is not the intended recipient, or the employee/agent responsible for delivering the information to the intended recipient, you are hereby notified that any use, reading, dissemination, distribution, copying or storage of this information is strictly prohibited. If you have received this information in error, please notify the sender by return email and delete the electronic transmission, including all attachments from your system. If you have received this message as part of corporate or commercial communications and wish not to receive such please send a request to unsubscribe@wilmot.ca

Tab 13

Stephen Brickman

From: Ashton Romany <ashton.romany@wilmot.ca>
Sent: Monday, April 26, 2021 8:47 AM
To: John Kuntze; Tax; drains
Cc: Bryan Bishop
Subject: RE: Ownership info for new petition

Hi John,

Please see below:

30-18-090-009-16400-0000
JANANNA CORP
264 DEARBORN BLVD
WATERLOO ON N2J 4Y6

Ashton Romany, CPA | Manager of Finance / Deputy Treasurer | **Corporate Services** | Township of Wilmot
60 Snyder's Road West, Baden, ON N3A 1A1
P. 519.634.8519 x 225 | ashton.romany@wilmot.ca
www.wilmot.ca

Follow us on Twitter [@WilmotTownship](https://twitter.com/WilmotTownship)

Wilmot is a cohesive, vibrant and welcoming countryside community.

Get your tax and water bill sent directly to your email! Visit wilmot.ca/ebills to sign up today!

Township of Wilmot Revenue Services | tax@wilmot.ca | water@wilmot.ca | wilmot.ca

From: John Kuntze <jkuntze@ksmart.ca>
Sent: Friday, April 23, 2021 5:39 PM
To: Tax <Tax@Wilmot.ca>; drains <drains@Wilmot.ca>
Cc: Bryan Bishop <bryan.bishop@wilmot.ca>
Subject: Ownership info for new petition

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

I have to prepare a Drainage Act petition for a farm at 1184 Gerber Road.
The Roll Number for this farm is 090-009-164.
The ownership information I have for this parcel is from 4-5 years ago.
Could someone please send me the full ownership information for this parcel from the current assessment roll?
Could you also include the mailing address in the assessment roll for this property.

Bryan

I finally returned the call to Lucy Gawron this afternoon but had to leave a message.
I then called Irene Schneider, Lucy's sister, using the number in Lucy's message.
I was able to talk to Irene. I plan to meet at the Gawron farm on Monday at 2pm to provide them with the petition and to go over the petition process.

John



John Kuntze, P.Eng.

K. Smart Associates Limited

85 McIntyre Dr. Kitchener ON N2R 1H6 | <http://www.ksmart.ca>

Office and cellphone: 519.748.1199 x227 | jkuntze@ksmart.ca

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Tab 14









Tab 15

**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) <u>Gawron</u>	(First Name) <u>Lucy</u>	Telephone Number [REDACTED]
---	-----------------------------	--------------------------------

Address	
Road/Street Number <u>1184</u>	Road/Street Name <u>Gerber Road</u>

Location of Project			
Lot <u>N1/2 Lot 10</u>	Concession <u>3B</u>	Municipality <u>Wilmot</u>	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 _____ day of _____, 20 21

Name of Clerk (Last, first name) <u>Mittelholtz, Dawn</u>	Signature
--	-----------

- 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)
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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



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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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Gawron petition
2018 aerial photo

Tab 16

Stephen Brickman

From: Christine Gawron [REDACTED]
Sent: Tuesday, April 27, 2021 4:03 PM
To: John Kuntze
Cc: Walt Krupnik; Lucy Gawron; Theresa Gawron
Subject: Fwd: Gawron farm petition - 1184 Gerber Road
Attachments: image001.jpg; 21-04-26 Gawron petition 1184 Gerber Road - signed.pdf

Good Afternoon John,

Thank you for your email and so very nice to hear from you again!! -- Also great to know that you are still our Drainage Superintendent for Wilmot Township!!
Thank you again for keeping all of us informed!

Best Regards,
Christine Gawron

----- Forwarded message -----

From: John Kuntze <jkuntze@ksmart.ca>
Date: Tue, Apr 27, 2021 at 11:43 AM
Subject: Gawron farm petition - 1184 Gerber Road
To: Dawn Mittelholtz <dawn.mittelholtz@wilmot.ca>, Tracey Murray <tracey.murray@wilmot.ca>
Cc: drains <drains@wilmot.ca>, Chris Gawron [REDACTED] Walt Krupnik [REDACTED], Lucy Gawron [REDACTED]

Hi Dawn and Tracey

On April 26 I attended at the Gawron farm at 1184 Gerber Road with the family members that are part of Jananna Corp which owns the farm property.

For the past few years I have been working with the Gawron family to get an outlet for the systematic tile drainage recently completed on their farm. The majority of the farm outlets in to the Koch-Leis Drain. I was able to resolve the outlet issue here by completing a cleanout on the Koch-Leis Drain in February-March 2018.

The east part of the farm requires an outlet east through the Kittel farm to an outlet in Bamberg Creek.

At first the Gawrons tried to work out a mutual agreement drain with Kittel but that did not work out.

They have now decided to petition under the Drainage Act for the drainage improvements required on the east side of the farm so they can complete the tile drainage plan they started several years ago.

I have attached a copy of the signed petition form.

We decided that due to COVID-19 restrictions that I would arrange to meet with you at the Township office to file and have accepted the signed petition.

Can you let me know what we would be a good time to meet with you to drop off the petition?

John



John Kuntze, P.Eng.

K. Smart Associates Limited

85 McIntyre Dr. Kitchener ON N2R 1H6 | <http://www.ksmart.ca>

Office and cellphone: 519.748.1199 x227 | jkuntze@ksmart.ca

Tab 17



INFORMATION AND LEGISLATIVE SERVICES *Staff Report*

REPORT NO: ILS 2021-27

TO: Council

SUBMITTED BY: Dawn Mittelholtz, Director of Information and Legislative Services /
Municipal Clerk

PREPARED BY: Tracey Murray, Manager of Information and Legislative Services /
Deputy Clerk

REVIEWED BY: Sandy Jackson, Interim CAO

DATE: July 12, 2021

SUBJECT: Appointment of Drainage Engineer
1184 Gerber Road, N ½ Lot 10, Concession 3B
Township of Wilmot

RECOMMENDATION:

THAT Headway Engineering be appointed as Drainage Engineer to prepare the Engineer's Report relative to the petition for drainage works received from Lucy Gawron, 1184 Gerber Road, N ½ Lot 10, Concession 3B, Township of Wilmot.

SUMMARY:

For the Gawron Petition Drain, the next step is to appoint a Drainage Engineer to complete the Engineer's Report. Council is being asked to appoint Headway Engineering for this drain.

BACKGROUND:

Lucy Gawron submitted and file a petition with the Clerk on April 27, 2021, to construct a new tile drain for the following lands: N ½ Lot 10, Concession 3B, 1184 Gerber Road, Township of Wilmot.

This information is available in accessible formats upon request

REPORT:

Following the acceptance of the petition by Council, staff forwarded the notice to the petitioner and the required agencies; the Grand River Conservation Authority and the Ministry of Natural Resources and Forestry. At the time of writing this report, no comments have been received from the agencies noted above.

If appointed, the Drainage Engineer will conduct a site meeting where all property owners within the drainage watershed area will be invited to discuss the matter, ask questions and learn about the process.

ALIGNMENT WITH THE TOWNSHIP OF WILMOT STRATEGIC PLAN:

The appointment of the Drainage Engineer and continued application of the Drainage Act supports the infrastructure within the municipality.

FINANCIAL CONSIDERATIONS:

If the municipal drainage works proceed pursuant to the Drainage Act, then the property owners that are affected would be assessed in accordance with the assessment schedule that will be prepared by the Engineer as part of their report. At this time, there are no financial considerations.

Tab 18

Stephen Brickman

From: Tracey Murray <tracey.murray@wilmot.ca>
Sent: Thursday, July 15, 2021 3:50 PM
To: Stephen Brickman
Subject: FW: Engineer Appointments

Follow Up Flag: Follow up
Flag Status: Completed

Good afternoon,

At the Council meeting on July 12, Council appointed Headway Engineering for the Gawron Drain.

Please advise if you require anything else.

Thank you

From: John Kuntze <jkuntze@ksmart.ca>
Sent: Tuesday, June 29, 2021 10:16 AM
To: Tracey Murray <tracey.murray@wilmot.ca>
Subject: RE: Engineer Appointments

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

Good morning Tracey

I had in mind to assign these two petitions to Stephen Brickman PEng, Headway Engineering.

Stephen Brickman, P.Eng

Project Manager/Engineer | Headway Engineering

headwayeng.ca

P: 226 243 6614

E: Stephen.Brickman@headwayeng.ca

Stephen is formerly with Dietrich Engineering.

He started his own company last fall.

Stephen is currently appointed on the Badenview and Good petitions.

K. Smart Associates already has several reports in progress in Wilmot Township and may not be able to work on these new reports immediately.

I have talked to Stephen about these two petitions. He is willing to take on these reports and should be able to complete the reports in a timely manner which will be helpful with the Region petition.

Appointment would be to Headway Engineering not Stephen Brickman directly.

John

From: Tracey Murray [<mailto:tracey.murray@wilmot.ca>]

Sent: June 29, 2021 9:20 AM

To: John Kuntze <jkuntze@ksmart.ca>

Subject: Engineer Appointments

Good morning John,

Hope all is well with you. I am preparing a couple of reports to appoint an engineer for the Gawron Drain and the Queen Street culvert. Am I to assign K Smart or do you suggest someone else?

Thank you!



TRACEY MURRAY

Manager of Information and Legislative Services / Deputy Clerk
Department | Township of Wilmot

www.wilmot.ca

60 Snyder's Road West, Baden, ON N3A 1A1

t. 519-634-8444 Extension 228

m. 519-465-1345

toll-free. 800-469-5576

TTY. 519-634-50367

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Tab 19

July 22, 2021

Ms. Tracey Murray
Manager of Information and Legislative Services / Deputy Clerk
Township of Wilmot
60 Snyder's Road,
Baden, ON N3A 1A1

Dear Tracey,

**Re: Gawron Municipal Drain
Township of Wilmot
Our Reference No. WLMT-002**

Thank you for your email dated July 15, 2021 informing us of our appointment to investigate the above noted municipal drain under Section 78 of the Drainage Act.

Per Section 8(2) of the Drainage Act, we have selected Stephen Brickman, P.Eng. to have charge of this project until the report is filed.

Please find enclosed the following preliminary information.

1. Contact Information Form
2. Request/Record of Supporting Materials.

We wish to thank the Township of Wilmot for this opportunity to be of service, and if you have any questions, or require any further information, please let us know.

Yours truly,

Stephen Brickman, P.Eng.
Project Engineer and Manager
HEADWAY ENGINEERING

SB/

cc Bryan Bishop, CET – Manager of Engineering, Township of Wilmot

CONTACT INFORMATION FORM

Please review the below Form and provide any missing information or corrections, as necessary.

General Project Information	
Project Name	Gawron Municipal Drain
Authorization for the Drainage Works	Section 4
Ward	Ward 2
Headway Engineering Contact Information	
Project Reference Number	WLMT-002
Project Engineer and Manager	Stephen Brickman P.Eng. Phone: (226) 243 6614 Email: Stephen.brickman@headwayeng.ca Mailing Address: 23-500 Fairway Road South Suite 308 Kitchener, Ontario N2C 1X3
Alternate Contact	info@headwayeng.ca
Accounting Contact	accounting@headwayeng.ca
Township of Wilmot Contact Information	
Municipality Reference Number (if applicable)	None
Primary Contact	Bryan Bishop, CET Manager of Engineering Township of Wilmot Phone: (519) 634 8444 Ext. 239 Email: bryan.bishop@wilmot.ca
Alternate Contact	John Kuntze, P.Eng. Drainage Superintendent Phone: 519 748 1199 Ext. 227 Email: jkuntze@ksmart.ca
Alternate Contact	Tracey Murray Phone: 519-465-1345 Email: tracey.murray@wilmot.ca
Accounting Contact	Email:

REQUEST/RECORD OF SUPPORTING MATERIALS

Please review the below table and provide any missing information or corrections, as necessary.

Description	Format	Source
Petition for Drainage Works (Signed By Lucy Gawron) along with any supporting material included with the Petition, if applicable (map, photos, etc.)	PDF	Wilmot Township
Ownership Information (List of Roll Numbers to follow- not yet included)	Excel/CSV	Wilmot Township And Wellesley Township
Parcel Fabric	Shape file	Region of Waterloo
Aerial Photography	geoTIFF	Region of Waterloo
Previous Engineers Reports for surrounding watersheds <ul style="list-style-type: none"> • Koch-Leis Drain 	PDF or paper	Wilmot Township
Other relevant materials		

Please note that Headway Engineering has already contacted the Region of Waterloo directly for sharing the above noted GIS information. Once Headway Engineering has the parcel fabric information, we will follow up with the Township of Wilmot and Wellesley for Assessment Roll information including Ownership, mailing addresses, etc.

Thank you.

Tab 20

Stephen Brickman

From: Tracey Murray <tracey.murray@wilmot.ca>
Sent: Friday, July 23, 2021 3:52 PM
To: Stephen Brickman
Cc: info; Bryan Bishop
Subject: RE: Engineer Appointments
Attachments: 21-04-26 Gawron petition 1184 Gerber Road - signed.pdf

Hi Stephen,

I've attached the petition. We do not have the engineer's report for the Koch-Leis drain so it is either with our Engineering dept. or John will have it.

Bryan – do you have it in your files?

From: Stephen Brickman <stephen.brickman@headwayeng.ca>
Sent: Friday, July 23, 2021 8:44 AM
To: Tracey Murray <tracey.murray@wilmot.ca>
Cc: info <info@headwayeng.ca>; Bryan Bishop <bryan.bishop@wilmot.ca>
Subject: RE: Engineer Appointments

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

Hi Tracey,

Thank you for email from July 15th. We've attached an acknowledgement letter/kick-off letter for your records.

The last page includes a few preliminary materials that we would need to get started. From the Township, we'd be looking for a copy of the petition anything that accompanied the petition (so I know often times John includes a map with some notes). We will be asking for roll information, but we don't yet have a list of roll numbers to provide to you. We've contacted the Region of Waterloo to collect some GIS information that we will use to make this list.

Thank you again! And if you have any questions, please let us know.

Stephen Brickman, P.Eng

Project Manager/Engineer | Headway Engineering

headwayeng.ca

P: 226 243 6614

E: Stephen.Brickman@headwayeng.ca

From: Tracey Murray <tracey.murray@wilmot.ca>
Sent: July 15, 2021 3:50 PM
To: Stephen Brickman <stephen.brickman@headwayeng.ca>
Subject: FW: Engineer Appointments

Good afternoon,

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Please advise if you require anything else.

Thank you

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Subject: Engineer Appointments

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TRACEY MURRAY

Manager of Information and Legislative Services / Deputy Clerk
Department | Township of Wilmot

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Tab 21