ENGINEERING REPORT

For

DELTON REIBLING MUNICIPAL DRAIN

Township of Wilmot

Region of Waterloo

Date: February 7, 2023

File No. 20-328

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TABLE OF CONTENTS

1 EXECUTIVE SUMMARY	
3 INVESTIGATION	
3.2 Site Examination and Survey	
3.3 Watershed Description	
4 AUTHORITY FOR REPORT	4
4 AUTHORIT FOR REPORT	4
4.1 Section 78	
5 RECOMMENDED WORK	4
5.1 Culverts	
6 MEETING(S)	
7 DESIGN CONSIDERATIONS	0
7.1 Sufficient Outlet	
7.2 Drain Capacity	
7.3 Soil Conditions	
8 ENVIRONMENTAL CONSIDERATIONS	o
8.1 Agency Notification	o
8.2 Agency Responses	
9 CONSTRUCTION CONSIDERATIONS	g
9.1 Pre-Construction Approvals	
9.2 Construction Scheduling	
9.3 Minor Adjustments During Construction	
9.4 Alignment of Drains	10
10 DRAWINGS AND SPECIFICATIONS	10
10.1 Drawings	10
10.2 Specifications	
11 COST ESTIMATE	11
11.1 Allowances	
11.2 Construction Cost Estimate	
11.3 Engineering Cost Estimate	
11.4 Estimate of Section 73 Costs	
11.5 Harmonized Sales Tax	
11.6 Estimated Cost Summary	
12 ASSESSMENTS	
12.1 Calculation of Assessments	16
12.2 Benefit Assessments (Section 22)	
12.3 Outlet Liability Assessments (Section 23)	17
12.4 Assessment Schedules	
13 GRANT	
14 PRIVACY OF LANDS	
15 MAINTENANCE	
15.1 General	
15.2 Updating Future Maintenance Schedules	
15.3 Culvert Maintenance	
15.4 Drains To Be Abandoned	
16 BYLAW	21
SCHEDULE A – SCHEDULE OF ASSESSMENTS SCHEDULE B – SCHEDULE OF ASSESSMENTS FOR MAINTENANCE SCHEDULE C – SCHEDULE FOR ACTUAL COST BYLAW APPENDIX A – CALCULATION OF ASSESSMENTS	

APPENDIX B - CALCULATION OF ASSESSMENTS FOR FUTURE MAINTENANCE

SPECIAL PROVISIONS

STANDARD SPECIFICATIONS

- Section 200 General Conditions
- Section 300 Special Provisions (See Drawings 2-4)
- Section 400 Standard Specifications for Construction of Drains
- Section 410 Standard Specifications for Open Drains
- Section 420 Standard Specifications for Tile Drains

DRAWINGS 1 TO 4

Definitions:

- "Act" means The Drainage Act RSO 1990
- "CSP" means corrugated steel pipe
- "Drain" means Delton Reibling Municipal Drain
- "Grant" means grant paid under the Agricultural Drainage Infrastructure Program
- "HDPE" means high-density polyethylene
- "Township" means Township of Wilmot
- "OMAFRA" means the Ontario Ministry of Agriculture, Food and Rural Affairs
- "GRCA" means Grand River Conservation Authority
- "DFO" means Fisheries and Oceans Canada
- "Tribunal" or "Drainage Tribunal" means Agriculture, Food and Rural Affairs Appeal Tribunal
- "ø" means diameter

Table 5.1-1 - Summary of Culverts	6
Table 11.1-1 – Summary of Allowances	
Table 11.6-1 - Estimated Cost Summary	
Table 12.2-1 – Proratable Section 22 Assessments	16
Table 12.2-2 - Calculation of Non-Proratable Section 22 Assessments	17
Table 12.3-1 - Runoff Factors Table	18

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DELTON REIBLING MUNICIPAL DRAIN TOWNSHIP OF WILMOT

1 **EXECUTIVE SUMMARY**

This report is prepared pursuant to Section 78 and 4 of the Drainage Act RSO 1990.

On September 8, 2020 the Township received a request for improvement under the Act from Karen Wagler for improvements to the Delton Reibling Municipal Drain in Pt. Lot 32, Concession 3, Block A. Pursuant to Section 8 of the Act, on November 18, 2020, K. Smart Associates Limited was appointed by resolution of Council to prepare a report on the Delton Reibling Drain under Section 78.

On June 29, 2021 the Township received a petition under Section 4 from Bruyn Farms Ltd. for incorporation of an existing tile drain servicing lands in the N1/2 Lot 30, Concession 3, Block A, Township of Wilmot. On July 12, 2021, K. Smart Associates Limited was appointed by resolution of Council to prepare a report on the petition received. Though not explicitly stated in the resolution, it was understood that the second appointment would be combined with the original, with the completion of a single report on the Drain.

To address the request for improvement and subsequent petition to incorporate, this report recommends the following highlights:

- 183m of ditch bottom cleanout (total)
- Construction of two (2) new access crossings (1 600mmø & 1 1200mmø)
- 350m of 450mmø concrete tile and backfilling of existing open ditch
- One (1) 900x1200mm and one (1) 600x600mm concrete CB
- 556m of power brushing along existing ditches on bush lots
- Incorporate 644m of 200mmø plastic tubing and crossing of Diamond Rd.

The estimated cost of this project is \$150,000.

The watershed served is approximately 120.1 hectares (297 acres).

Assessment schedules are for construction and future maintenance of the drainage works.

- Schedule A shows the assessment of the total estimated cost
- Schedule B is for prorating future maintenance cost
- Schedule C is for levying the final cost of the Drain.
- Appendix A shows the calculations for assessments in Schedules A and B.

2 DRAINAGE HISTORY

The Delton Reibling Municipal Drain was originally established in accordance with a report by G. G. Reid of Graham Reid & Associates Ltd., dated February 12, 1951. The Drain originally consisted of a *Main Drain* and a *Branch A*, covering the partial extents of the Drain as it currently exists today. The original *Main Drain* was the portion now known as the "A" Drain, up to the end of the open ditch in Lot 33, Concession 3, Block A. Additionally, the original *Branch A* follows the path of what is now known as the "C" Drain, starting at its outlet into the "A" Drain (*Main Drain*) and ending at the existing bush lot. From review of the profiles, it appears that both drains of the 1951 report intended to improve existing, privately constructed, open ditches.

The Delton Reibling Municipal Drain was subsequently improved under a report by W. J. Mannerow, in December 1967 (neither the report, nor drawings contain a specific date). The report recommended improvements (deepening) to both existing open ditches, as well as changed the names of the drains to the "A" Drain and "C" Drain convention shown to date. The report also recommended the construction of 2,211 feet of 8"-14" field tile extension of the "A" Drain and 135 feet of 8" field tile for a new "B" Drain, located in Lot 32, Concession 3, near the top end the extended "A" Drain. Furthermore, the report also recommended the extension of the open ditch "C" Drain through the bush lot property to Lot 31, Concession 3, as well as a new "D" Drain open ditch to be constructed northerly from the "C" Drain to a point nearly reaching Lot 31, Concession 3.

3 INVESTIGATION

3.1 On-Site Meeting

On December 18, 2020, an on-site meeting was held in accordance with Section 9(1) and 9(2) of the Act. Notice of the meeting was sent to the landowners most affected by the drain as well as affected agencies. The following attended the onmeeting: Gary Wagler, Gary Zehr, Robert & Alison Enns, John Kuntze (Drainage Superintendent) and Curtis MacIntyre (Engineer).

The following input was provided by those in attendance:

Gary Wagler (Roll No. 001-05300)

Mr. Wagler explained that the open ditch drain running easterly across his farm is overgrown with vegetation. He would like to see it cleaned up and enclosed with a tile drain. He was not concerned with the full extents of the open ditch being enclosed fully to the road ("A" Drain), just the east-west portion starting at the bush.

Gary provided a map of the private tile drains on his property.

Robert and Alison Enns (Roll No. 001-01710 & 001-00500)

Robert expressed concern that his property not be negatively affected as a result of the project. He explained that he completed a quick check of the grades on his property with a laser level and found approximately 2 feet of fall from his new shop to the top of the ditch bank ("C" Drain) in the bush on his property.

Robert's main concerns were that a 450mm diameter tile (estimated sizing based on drainage coefficient method prior to the meeting) would not be large enough to replace the ditch, as well as the likelihood of the catchbasin inlet getting plugged with sticks and debris. The engineer stated that the design method was standard for sizing municipal drains, and that in the event of larger storms, the overflow swale elevation into the Wagler field would be set to not back up water out of the "C" Drain ditch on their property.

Access to the back of their property (separate landlocked parcel) over the "C" & "D" Drain ditches was also discussed. At this time a private timber footbridge is all that exists for crossings. The engineer mentioned that a culvert crossing near the existing footbridge could be investigated, as well as an extension of the closed tile drain into the west side of their property. This was later revised to instead include an extension/enclosure to the top end of the "C" Drain, so that all areas of their two properties could be accessed.

John Kuntze (Township of Wilmot Drainage Superintendent)

John recalled that the "D" Drain ditch inside the bush would be mostly dry in August, except for a base flow from the private 8" tile drain. Robert agreed with this. John also believed that the "C" Drain ditch upstream on the confluence with the "D" Drain is growing in because it does not see as much water.

John explained that, in his opinion, the main reason the "D" Drain ditch is backing up water into the bush is because the ditch downstream on the Wagler farm is extremely overgrown. John felt that a cleanout would drop the water level significantly and that a tile drain would be an improvement on the speed at which the water gets away.

Gary Zehr (Roll No. 001-05400)

Gary understood that the proposed work did not directly affect his property. The topic of potentially incorporating a private tile serving his farm through the Wagler farm to the top end of the "A" Drain was discussed, though he and Mr. Wagler did not feel it was necessary at this time.

3.2 Site Examination and Survey

The route of the existing drain was examined after the on-site meeting and on a few occasions during 2022. Topographic survey was completed in February 2021 of all open ditch components of the existing Delton Reibling Municipal Drain. Additional survey was completed along Diamond Road to determine the split of the watershed boundary with the neighbouring Nicklas Drain.

During the examination after the on-site meeting, considerable vegetation growth and fallen tree debris was observed, within the woodlot properties, on the "C" and

"D" Drain open ditches. Significant erosion at the head of the "D" Drain open ditch was also observed. From this examination it was later decided to include select spot repairs and brushing of a maintenance corridor for the woodlot portions of open drains, as a part of the overall project. Survey data also showed, likely as a result of the upstream "D" Drain bank erosion, that a ditch bottom cleanout would be required within the "C" Drain ditch starting at the outlet of the "D" Drain to the west edge of the property.

3.3 Watershed Description

The perimeter watershed of the Drain has been established based on historical reports, site investigation, and available topographic information provided by the province. The major and internal watershed boundaries have been slightly corrected on the D. & D. Geisler and Bruyn Farms Ltd. properties based on a review of the tile drainage plans.

The Delton Reibling Municipal Drain watershed is neighboured by the Nicklas Drain to the northwest. At the time of preparation of this report, the Nicklas Drain is also in the process of improvement through an appointment of K. Smart Associates Limited. under Section 78 of the Act. Additionally, the Delton Reibling Municipal Drain is neighboured by the Sippel Drain to the east and the Kuntze Drain watershed to the south-southwest.

The watershed area is approximately 83% agricultural lands, 14% forested lands, and 3% roads.

4 AUTHORITY FOR REPORT

4.1 Section 78

Section 78 of the Drainage Act provides for the repair and improvement of an existing drain constructed under the Drainage Act through a new Engineer's report. The Delton Reibling Municipal Drain was constructed under the Drainage Act, and it was determined from the on-site meeting and site examination that the Drain requires improvement. Therefore, this report is properly initiated under Section 78 of the Drainage Act. <u>Under a Section 78 report, there can be no upstream extensions of the existing Drain.</u>

4.2 <u>Section 4</u>

Section 4 of the Drainage Act provides for the construction of new drainage works for an area requiring drainage. Following the on-site meeting, as a result of a discussion between the Drainage Superintendent and the owner of the property with Roll No. 001-05700, a petition was signed and filed with the Township of Wilmot for the incorporation of an existing, privately constructed tile drain located upstream of the existing "D" Drain open ditch.

The official on-site meeting for the petition received was jointly held with the information meeting on January 20, 2023. The discussions from the meeting are later described in *Section 6* MEETING(S) of this report. The area requiring drainage was determined to be the west half of the property for Roll No. 001-05700 (NW1/4 Lot 30, Concession 3 Block A), for the purpose of subsurface tile drainage. The petition was signed/submitted by Mr. Derek Bruyn, President of Bruyn Farms Ltd. and the owner of property with Roll No. 001-05700 for the majority of the duration of this project. The property was however sold prior to the on-site meeting held on January 20, 2023. Though new ownership information was not available at the time of filing of this report, a representative was present for the meeting and wished to continue ahead with the planned incorporation. The signature on the petition represents a majority in number (100%) of the owners in the area requiring drainage. The petition is therefore sufficient in accordance with Sections 4(1)(a) and 4(1)(b) of the Drainage Act.

5 RECOMMENDED WORK

Major work items are listed below on a property by property basis. Further detail regarding the construction and maintenance of the Drain can be found in the Special Provisions and Drawings.

Den-Lee Farms Ltd. (001-01600)

 Remove and dispose of existing 1200mmø CSP. Install 14m of new 1200mmø galvanized CSP.

K. Wagler (001-05300)

• "A" Drain

- o 90m of ditch bottom cleanout, 0.9m bottom width, 1:1 side slopes.
- Repair existing 375mmø "A" Drain tile outlet.

"C" Drain

- 344m of 450mmø concrete tile with joint wrap, including 6m of 450mmø solid plastic outlet pipe with rodent gate at outlet.
- o 350m of existing ditch backfilled and graded into an overflow swale.
- o 900x1200mm concrete CB containing a 800mmx350mm side opening.

"D" Drain

- 49m of power brushing along the ditch.
- Remove and dispose of 24m of existing eroded 200mmø plastic tubing. Extend open ditch through previously eroded section.

A Enns (001-01710) & R. Enns (001-05000)

"C" Drain

 102m of power brushing along the ditch, and 93m of ditch bottom cleanout. Additional 203m of power brushing upstream of the junction with the "D" Drain.

- o 9m of new 600mmø galvanized CSP culvert crossing.
- Enclose 6m of existing open ditch with 6m of 150mmø solid plastic pipe.

"D" Drain

o 202m of power brushing along the ditch.

S. Diamond (001-04900)/D. & D. Geisler (001-05400)/Twp of Wilmot (Diamond Rd)

• "D" Drain

- Incorporate 626m of 200mmø solid plastic tubing, including existing 250mmø CSP outlet pipe and 18m of 200mmø CSP or solid plastic pipe road crossing of Diamond Road.
- Install 600x600mm ditch inlet concrete catchbasin on the east side of Diamond Road on existing 200mmø tile.

5.1 Culverts

<u>Table 5.1-1 - Summary of Culverts</u> identifies all culverts that are part of the Drain and outlines their maintenance responsibilities.

Roll Number	<u>Station</u>	<u>Existing</u>	<u>Proposed</u>	Responsibility			
or Road							
001-01600			20m of Drain				
	0+034 to 0+054	1200mmø CSP	1200mmø CSP				
Bridge Street	"A" Drain	16m of	No proposed	Road			
	0+133 to 0+149	1200mmø CSP	work.				
001-05000 "C" Drain None		None	9m of 600mmø	Drain			
	0+680 to 0+689		CSP				

Refer to the Section 15.3 Culvert Maintenance of this report for instructions regarding assessing future culvert maintenance costs.

6 MEETING(S)

On January 20, 2023, an information meeting with landowners was held. Notice for the meeting was sent to all landowners in the watershed. The following were in attendance: Gary Wagler, Greg Kuepfer (Den-Lee Farms Ltd.), Ed Crawford (tenant for S. Diamond farm), John Halliday, Adam Van Bergeijk (recent purchaser of the former Bruyn Farms Ltd. property), John Kuntze (Drainage Superintendent) and Curtis MacIntyre (Engineer).

At the meeting, the results of the investigation to-date were presented along with a summary of the proposed work, preliminary cost estimates and assessments. The meeting also served as the official on-site meeting for the Bruyn Farms Ltd. petition filed after the original on-site meeting (private tile incorporation to the "D" Drain).

Prior to reviewing assessments, the Engineer separated the proposed work and costs into three (3) distinct components: <u>Bruyn Farms Ltd. Petition</u>, <u>brushing of trees/spot ditch repairs on the Enns property</u>, and the <u>K. Wagler ditch enclosure + downstream cleanout</u>.

Mr. Van Bergeijk was present to explain that he recently purchased the property from Bruyn Farms Ltd. John Kuntze explained the history of the privately constructed 200mmø tile drain across Diamond Road and through the Geisler & Diamond farms, back in 1996/1997 by Bruyn Farms Ltd. Mr. Kuntze recalled that he worked with the previous owner in 1996 to size the tile appropriately before it was constructed, and that the owner now wished to incorporate the tile as a branch of the Delton Reibling Municipal Drain to secure the drainage outlet for the property. The Engineer explained that documentation exists showing the cost of the original 1996/1997 construction to be approximately \$4,400. This amount would be provided to the owner of the property as an allowance (see *Section 11.1 Allowances* below). The Engineer also outlined the proposal to install a new catchbasin, located on the tile to be incorporated on the east side of Diamond Road. Mr. Van Bergeijk agreed with the proposed incorporation and installation of a new catchbasin.

In a discussion with Mr. Kuepfer, it was decided to replace and lengthen his laneway crossing on the "A" Drain to provide a slightly wider driving surface and improved side slopes. Additional lengthening will also be added to allow for cattle crossing in the adjacent field. This additional length will be assessed directly to the owner, see *Section 12 ASSESSMENTS*.

Overall, those present were in general agreement with the proposed work.

7 DESIGN CONSIDERATIONS

7.1 Sufficient Outlet

Section 15 of the Act requires that the proposed work be continued downstream to a sufficient outlet. Section 1 of the Act defines sufficient outlet as "a point at which water can be discharged safely so that it will do no damage to lands or roads." For this project there are two components of proposed work that should be evaluated for sufficiency of outlet:

- 1. The portion of the existing "A" Drain from the Kuntze Drain to the "C" Drain is an existing ditch containing sufficient capacity for the proposed "C" Drain tile.
- 2. The existing "D" Drain open ditch is also of sufficient capacity for the existing 200mmø tile drain proposed to be incorporated in this Report.

7.2 Drain Capacity

The size of the proposed tile drain was determined using the Drainage Coefficient Method outlined in the *Drainage Guide for Ontario*, published by OMAFRA. The

drainage coefficient is a measure of the amount of runoff that a closed drain can remove from an upstream watershed in a 24-hour period.

Based on our watershed examination and landowner discussions, the proposed enclosure of the "C" Drain with a concrete tile has been designed for a 38mm (1.5") drainage coefficient.

Evaluation of the existing 200mmø plastic tubing, to be incorporated as an extension of the "D" Drain, provides a 12mm (1/2") D.C. as per its limiting grade. Though exact grades for the tile to be incorporated are not known to the Engineer, it is believed that the last 100m± of tile, at an approximate grade of 0.25%, is the limiting design. Calculations show that the remaining upstream portion, at an approximate grade of 1.2%, convey a 25mm (1.0") D.C. Should owners observe capacity issues in the future, replacement of the last 100m± of tile with 250mmø tubing at a 0.50% grade (as shown on Drawing 3) would achieve a 25mm (1.0") D.C. for the full tile length. This work, in the future, could be completed by the Drainage Superintendent, with the costs assessed to lands and roads using the "D" Drain interval 2 column as shown in Schedule B of this report.

No deepening of any open ditch of the Delton Reibling Municipal Drain have been proposed as a part of this project. In general, the depths of the open ditch Drains would likely have been designed to provide adequate depth for tile drain outlets. Though no calculations have been made by this engineer, a general assumption could be that open ditch municipal drains serving agricultural or rural lands are likely to have the capacity to pass the 2-year storm event.

The proposed "Enns access culvert" has been designed to approximately convey the 2-year storm. The "Den-Lee Farms laneway culvert" is proposed to be replaced with the same size as existing, as the owner expressed no historical concerns with its capacity. Calculations show that this culvert passes the 5-year storm, with the laneway being approximately overtopped during the 10-year storm.

7.3 Soil Conditions

A review of the 1996 report titled: "State of the Resources: Improving the Land Resource Data Base – The Regional Municipality of Waterloo Soil Information Upgrade" indicates that the soils adjacent to the Drain are predominantly Maplewood Loam (40%), with a mixture of Tavistock and Bennington Loams (30% each). According to the report, the drainage classifications for the above soils are poor, imperfect, and well drained, respectively.

Based on available information, adverse subsurface conditions are not expected on this project, and the use of conventional construction equipment is anticipated. Refer to the Standard Specifications for drain construction procedures when adverse subsurface conditions are encountered.

8 ENVIRONMENTAL CONSIDERATIONS

8.1 Agency Notification

Contact was made with the Grand River Conservation Authority and DFO during the process of preparing this report.

8.2 Agency Responses

8.2.1 Grand River Conservation Authority

The Grand River Conservation Authority did not request an environmental appraisal under Section 6 of the Act. A virtual meeting was held with the Conservation Authority on January 13, 2021. A comment letter from the Conservation Authority was received/dated January 18, 2021.

8.2.2 DFO

A Request for Review was submitted to DFO along with a project description, photographs, and a drawing package. Following the submission a virtual meeting was held with the reviewing biologist to clarify existing conditions, and incorporate additional measures into the proposed work. The response from DFO dated September 9, 2022 indicated the proposed works are not likely to result in serious harm to fish provided a series of measures are undertaken. Highlights of said measures include:

- Protective timing window for the area of this project is March 15th July 15th;
- Complete the enclosure work when the specific drain area and upstream drain areas are completely dry;
- Incorporate a flow check dam at the downstream end of the cleanout area.

9 CONSTRUCTION CONSIDERATIONS

9.1 Pre-Construction Approvals

Before starting work, the Contractor shall ensure all public utilities are located and shall contact all landowners along the proposed drain route to determine the location of any private utilities. <u>Permits are not required for the proposed work.</u>

9.2 Construction Scheduling

Construction cannot commence until ten days after a bylaw to adopt this report is given third reading in accordance with the Act.

The letter provided by DFO require in-water work to be completed outside the March 15th – July 15th protective timing window.

9.3 <u>Minor Adjustments During Construction</u>

Changes to the drain requested by landowners, agencies or other authorities after the bylaw is passed cannot be undertaken unless the report is amended. Section 84.1 of the Act and the associated regulation, O. Reg. 500/21, now provide a process to amend this report if design changes are required during construction. Design changes must: arise from unforeseen circumstances encountered during construction, comply with existing agency approvals, not increase the total project cost more than 133% of the tendered amount, and not impact the drain capacity. If design changes meet these criteria and are approved by the engineer, the report can be amended after construction with the as-constructed design before passing the Actual Cost Bylaw.

Additional work desired by the landowner(s) which is not part of the drainage works may be arranged with the Contractor provided the cost of the work is paid by the landowner(s), and the engineer reviews the additional work in advance. Such additional work is not part of the drainage works for future maintenance. If a substantial alteration is required, a revised report can be prepared and processed through the Act, or an application can be made under the Act to the Drainage Tribunal to recognize the substantial alteration. The applicant to the Tribunal must occur before final costs are levied.

9.4 Alignment of Drains

All drains shall be constructed and maintained generally to the alignment, as noted on the plans and specified by the Special Provisions. In the absence of survey bars, existing fences and similar boundary features are assumed to represent property lines.

Should landowners desire a more precise location for the drains in relation to their property line or if there is a dispute about the location of any property line, landowners may obtain a legal survey at their own cost before construction.

10 DRAWINGS AND SPECIFICATIONS

10.1 Drawings

The location of the Drain, watershed boundary and the affected properties are shown on Drawing No. 1 included with this report. The numbers adjacent to the Drain are station numbers, which indicate in metres the distance along the Drain from the outlet.

The profiles for the Drain are on Drawing No.'s 2 and 3. The profiles show the depth and grade for proposed work and future maintenance.

Drawing No. 4 contains sections of the proposed ditch enclosure and details of the two (2) proposed access crossings. Drawing No.'s 2, 3, and 4 all contain Special Provisions.

10.2 Specifications

This report incorporates the General Conditions, Standard Specifications and Special Provisions listed in the Table of Contents, which govern the construction and maintenance of the Drain.

11 COST ESTIMATE

The estimated cost of this project includes allowances to owners, the construction cost, the engineering cost and other costs associated with the project.

11.1 Allowances

Sections 29 to 33 of the Drainage Act provides for allowances (compensation) to owners affected by proposed drain construction. On this project, there are only allowances for Section 30 and 31.

11.1.1 Section 30 - Damages

Section 30 provides for payment of an allowance to landowners along the Drain for damages caused by the construction of the Drain. In agricultural areas, crop damages are computed based on published crop values and declining productivity loss in the years following construction. The allowance for damage to land and crops was calculated using the following rates:

\$4,050/hectare - for access routes through cultivated lands

\$4,050/hectare - for ditch bottom cleanout work along cultivated lands

\$2,430/hectare - for tile drain construction along cultivated lands (including

continual access along drain during construction)

Rates above are applied to an anticipated working area. For this project, 6m wide corridors are considered for ditch bottom cleanout work and access routes. A 25m wide corridor along the drain is used for the tile drain construction component. There is a minimum Section 30 allowance of \$100.

Damage allowances were reviewed, but considered not applicable for construction work in bush lots. The reason for this is as follows, unlike crops where plants located in the working area are destroyed as a result of construction, providing no value to the owner, large trees are anticipated to be cut and piled at the edge of the working corridor where the owner has the ability to retrieve their value.

11.1.2 Section 31 – Existing Drains

Section 31 provides for payment of an allowance to the owner of an existing drain that is to be incorporated as part of the new Drain. The allowance for incorporating 626m of 200mmø existing plastic tubing and 18m of 200mmø CSP or solid plastic pipe across Diamond Road as a part of the "D" Drain was determined to be **\$4,400**. This is the approximate cost believed to have been paid by Mr. Bruyn, based on a quotation prepared by Mr. Harold Armstrong at some time in 1995 (\$1.65/foot for materials + \$0.40/foot for installation). The work was then completed by Mr. John Sebben the following year, after he purchased the business previously owned by

4.400

4,400

4.400

6,900

Harold Armstrong. No actual invoice for the work could be obtained, however this quote was deemed to be sufficient and likely accurate pricing for the era.

Considering the significantly higher estimated construction cost to complete the same amount of work today, depreciation of the asset was determined to not be necessary.

11.1.3 Summary of Allowances

001-05700

TOTAL ALLOWANCES:

The table below summarizes the amounts of the allowances to be provided under this report.

	DRAIN A	DRAIN C	DRAIN D		
Roll Number	Sec.30	Sec.30	Sec.31	Total	
	Allowances	Allowances	Allowances		
	(\$)	(\$)	(\$)	(\$)	
001-05300	400	2,100		2,500	

400

Table 11.1-1 – Summary of Allowances

In accordance with Section 62(3) of the Act, the allowances shown may be deducted from the final assessment levied. Payment to the owner would only be made when the allowance is greater than the final assessment. The allowances are a fixed amount and are not adjusted due to construction.

2,100

11.2 Construction Cost Estimate

The estimated cost for Labour, Equipment and Materials to construct the proposed Drain is outlined in detail in Estimated Costs Summary in <u>Table 11.6-1 - Estimated Cost Summary</u>. The construction cost estimate is based on recent costs for comparable work. A contingency amount is included to cover additional work that may be required due to field conditions or minor alterations to the project.

The contract for the Drain will be awarded by public tender. If the contract price is more than 33% over the engineer's estimate, Section 59 of the Act requires a Council meeting with the assessed landowners to determine if the project should proceed.

11.3 Engineering Cost Estimate

Engineering costs include report preparation and attending the Council meeting to consider the report and the Court of Revision. Costs incurred during the consultation with environmental agencies (GRCA and DFO) have been separately identified for the purpose of OMAFRA tracking during the "Report Back Form" phase of the grant process. These costs include meetings, the collection and preparation of photo logs, Request for Review Form process, etc.

Construction Phase Services may include: preparing tender documents and tender call, review of tenders, attending the pre-construction meeting, periodic construction inspection, payments, final inspection, post-construction follow-up, final cost analysis and preparation of the grant application.

The cost for report preparation is usually not altered at the conclusion of a project unless the report is referred back or the report is appealed to the Drainage Tribunal, which would result in additional costs. The amount shown for meetings is an estimate. The final cost will be based on the actual time required for meetings. The estimate shown for construction phase services is based on experience and assumes good construction conditions and a Contractor who efficiently completes the construction. The final cost for the construction phase will vary as per the actual time spent during and following drain construction. Engineering costs are summarized in *Table 11.6-1 - Estimated Cost Summary*.

11.4 Estimate of Section 73 Costs

Section 73(2) and 73(3) of the Act direct that the cost of services provided by municipal staff and the Council to carry out the Act process shall not form part of the final cost of the Drain. However, Section 73(1) outlines that the following costs incurred by the Township can be included in the cost of the Drain: "cost of any application, reference or appeal and the cost of temporary financing."

The estimate of Section 73 costs is included to cover the above-referenced items from Section 73(1) and primarily provides for interest charges on financing the project until it is completed. This cost estimate may not be adequate to cover legal or engineering costs incurred by or assessed to the Township should the project be appealed beyond the Court of Revision though such costs will form part of the final drain cost.

Grant policy indicates that municipal cost for photo-copying and mailing required to carry out the required procedures under the Act can be included in the final drain cost. Section 73 costs are summarized in <u>Table 11.6-1 - Estimated Cost Summary</u>.

11.5 Harmonized Sales Tax

The Harmonized Sales Tax (HST) will apply to most costs on this project. The Township is eligible for a partial refund on HST paid, the net 1.76% HST is included in the cost estimates in this report.

11.6 <u>Estimated Cost Summary</u>
Table 11.6-1 - Estimated Cost Summary

	DESCRIPT	TION		TOTAL
ALLC	WANCES:			\$6,900
CONS	STRUCTION	I COST ESTIMATE		
Item	Stations	Description	Cost	
i) "A"	DRAIN			
A1	0+034 to 0+054	Remove and dispose of existing 1200mmø CSP. Install 20m of 1200mmø galvanized CSP (2.0mm thickness, 125x25mm corrugations. Restore laneway as per specifications on drawings. Place 5m² of riprap on geotextile at each end of new culvert.	13,700	
A2	0+154 to 0+244	90m of ditch bottom cleanout, 0.9m bottom width, 1:1 side slopes	900	
А3	0+244 to 0+250	Repair existing 375mmø A Drain outlet	2,000	
	•	Sub Total Part i)	16,600	
ii) "C	" DRAIN			
C1	0+244 to 0+250	6m of 450mmø solid plastic outlet pipe with 5m² of riprap on geotextile.	2,200	
C2	0+250 to 0+594	344m of 450mmø concrete tile with joint wrap.	24,800	
C3	0+244 to 0+594	350m of existing ditch to be backfilled and graded into overflow swale with 2m bottom and 20:1 sides using existing fill stockpiled along south side of ditch by owner. Also includes clearing and grubbing along ditch banks. Stumps to be removed.	10,500	
C4	0+594	900x1200mm concrete CB, including connections, birdcage grate, and 800mmx350mm opening on side with two (2) vertical steel bars	3,500	
C5	0+594	Place 5m ² of riprap on geotextile on side slope at CB	500	
C6	0+594 to 0+696	102m of power brushing (See S.S. 400.27) along ditch. Also remove growing/fallen tree obstructions within ditch. Logs to be piled neatly along edge of a clear 6m right-of-way.	3,600	
C7	0+594 to 0+696	93m of ditch bottom cleanout, 0.9m bottom width, 1:1 side slopes (excludes length of new culvert)	900	
C8	0+680 to 0+689	9m of new 600mmø galvanized CSP culvert crossing (2.0mm thickness, 68mmx13mm corrugations). Place 2m² of riprap on geotextile at each end of new culvert.	3,500	
C9	0+696 to 0+899	203m of power brushing (See S.S. 400.27) along ditch. Also remove growing/fallen tree obstructions within ditch. Logs to be piled neatly along edge of a clear 6m right-of-way.	7,100	
C10	0+893 to 0+899	Enclose 6m of existing open ditch with 6m of 150mmø solid plastic pipe. Also remove and dispose of existing private steel outlet pipe and replace with additional 6m of 150mmø solid plastic pipe or plastic tubing.	800	
		Sub Total Part ii)	57,400	
iii) "D	" DRAIN			
D1	0+000 to 0+251	251m of power brushing (See S.S. 400.27) along ditch. Also remove growing/fallen tree obstructions within ditch. Logs to be piled neatly along edge of a clear 6m right-of-way.	8,800	

		TOTAL ESTIMATED COST:	-	\$150,000					
		CTION 73 COSTS:		\$1,970					
	TOTAL EN	GINEERING COSTS:		\$44,045					
	<u> </u>	Net HST (1.76%)	795						
	•	Construction Phase Services	13,250						
	•	Court of Revision	1,000						
		Consideration of Report Meeting	1,000						
		Total Report Preparation	28,000						
		Agency Consultation (DFO/GRCA) 3,000							
	•	Engineering/Design 25,000							
ENGI	NEERING C	OSTS Report Preparation							
		NSTRUCTION COST ESTIMATE:		\$97,08					
		Net HST (1.76%)	1,685						
		Sub Total Part iv)	8,700						
E4	Lump sum	contingency allowance	5,500						
E3		e, in case of unsuitable subsoil below Den-Lee Farms Ltd. culvert (20m	500						
E2	including th 2 @ \$300/li	by allowance for lift-outs of wheel machine to allow for stone removal, the stone removal and restarting/continuing the wheel machine (based on lift-out). By allowance for 300mm thickness of 19mm clear stone bedding wrapped	600						
E1 authorized and with thin bedding of clear crushed stone. (If required and authorized, would be in paid in addition to regular bid item above).									
IV) C	ontingencie	scosts to install 50m of tile by backhoe in stony conditions, where							
		Sub Total Part iii)	12,700						
D7	0+895	2,200							
D6	0+877 to 0+895 Incorporate 18m of 200mmø CSP or solid plastic pipe road crossing of Diamond Road (exact material unknown, but to be as per direction of road authority if/when repaired or replaced under future maintenance). Install 600x600mm ditch inlet concrete catchbasin on existing 200mmø								
D5	0+251 to 0+877	Incorporate 626m of 200mmØ solid plastic tubing, including existing 250mmØ CSP outlet pipe							
D4	0+251	Place 5m ² of riprap on geotextile at head of ditch.	500						
D3	0+227	Remove approx. 3-5m³ of concrete slabs and other debris in the existing head of ditch, placed by owner to limit erosion. Move debris to edge of working corridor and repair ditch bank.	200						
D2	0+227 to 0+251	24m of ditch excavation. Remove and dispose of approximately 24m of existing 200mmø plastic tubing and relocate existing 250mmø outlet pipe to new head of ditch.	1,000						

12 ASSESSMENTS

The Drainage Act requires that the total estimated cost be assessed to the affected lands and roads under the categories of Benefit (Section 22), Outlet Liability (Section 23), Injuring Liability (Section 23), Special Benefit (Section 24) and Increased Cost (Section 26). On this project only assessments for Benefit and Outlet Liability are involved.

12.1 Calculation of Assessments

Appendix A in this report shows the method of calculating the assessments for the Drain. Appendix A divides the Drain into intervals. The estimated cost for each interval is then determined. For each interval, the first step in the assessment calculation is to determine the benefit assessment to the affected lands and roads, then special assessments to roads and utilities are determined, where applicable. After deducting the total benefit and special assessments from the interval cost, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed.

12.2 Benefit Assessments (Section 22)

Section 22 benefits were determined based on the estimated value provided to the property by the works and are not proportional to the watershed area. For this project, Section 22 benefits can be further subdivided into the following categories:

- 1. Proratable
- 2. Non-Proratable

12.2.1 Proratable Section 22 Assessments

Proratable assessments are those that will be prorated based on the actual costs for constructing the drain, calculated against the estimated costs as shown in this report. Further information on the process of prorating assessments is described in *Section 12.4.3 Schedule C – Schedule for Actual Cost Bylaw.* <u>Table 12.2-1 – Proratable Section 22 Assessments</u> provides a summary of this category of benefit assessments, separated into each branch.

Table 12.2-1 – Proratable Section 22 Assessments

Roll No.	<u>Description</u>	<u>"A"</u> DRAIN	<u>"C"</u> DRAIN	<u>"D"</u> DRAIN	TOTAL (Prorat.)		
	-For improved outlet to new tile	500	DIAM	DIVAIN	(I TOTAL.)		
	-For improved R-O-W access	300		500			
001-05300	-For outlet repair	250		1,500	60,750		
	-For improved drainage along drain and land use (new tile)	200	58,000	1,000			
001-01710	-For improved R-O-W access + cleanout		1,900		1,900		
	-For improved R-O-W access		4,000	3,500			
001-05000	-For new crossing (1/2 cost as benefit)		1,750		10,750		
	-For new crossing (by tile extension)		1,500		,		
001-04900	-For improved drainage along drain (incorp.)			2,500	2 000		
001-04900	-For cut-off benefit			500	3,000		
001-05400	-For improved drainage along drain (incorp.)			500	1 000		
001-05400	-For cut-off benefit			500	1,000		
001-05700	-For improved direct outlet			1,500	4,400		
	-For improved sub-surface service area			2,900	4,400		
Diamond Rd.	-For improved direct outlet			1,500	1,500		
TOTAL BENE	FIT	750	67,150	15,400	83,300		

12.2.2 Non-Proratable Section 22 Assessments

Non-proratable benefit assessments are those that will be replaced with the actual cost of the tender item received during the construction phase. When actual assessments for the project are calculated, non-proratable benefit assessments are first extracted from the total cost and directly applied to the lands receiving the benefit; thus not prorated over the total cost of the project.

The proposed work for this project includes the reconstruction of the laneway access crossing to property with Roll No. 001-01600 (Sta. 0+034 to 0+054). The actual Section 22 benefit assessment to be levied to the landowner for this crossing will be calculated in accordance with the following table, by inserting actual construction and supervision/admin costs.

For the assessment below, all costs have been originally calculated as 50% of the total costs for Interval 1 on the "A" Drain, prior to adding additional length to the crossing (as requested and assessed directly to the owner, discussed below). The same 50% calculation will be applied to the actual costs.

Table 12.2-2 - Calculation of Non-Proratable Section 22 Assessments

Roll No.	Construction Costs	Eng. Costs	Con. Super. & Admin Costs	<u>Net HST</u> <u>1.76%)</u>	<u>Total (Non-</u> <u>Prorat.)</u>
001-01600	5,500	1,500	860	140	8,000

As mentioned above, the owner of this land has requested adding additional length (6m) to their proposed access culvert, so that it may also allow for livestock crossing in the adjacent pasture field. Since a 20m long culvert is viewed as a length beyond that of which is required for a standard drain crossing, the additional cost is to be assessed directly to said lands. The additional Section 22 benefit assessment applied to Roll No. 001-01600 is \$4,110. Calculation of this assessment is 30% (6m of 20m) of the total \$13,700 estimated cost for completing the crossing. Again, this assessment is also to be non-proratable. The actual benefit assessment shall be 30% of tender item A1.

Additionally, all benefit and outlet assessments for incorporation of the existing 200mmø tile, as shown in Appendix A as interval 2 of the "D" Drain, are to be non-proratable (fixed). Therefore, will not be impacted by the actual cost of construction further downstream.

12.3 Outlet Liability Assessments (Section 23)

Section 23(3) of the Drainage Act states that outlet liability assessment is to be based on the volume and rate of the water artificially caused to flow. Therefore the lands and roads in the watershed are assessed on a per hectare basis, with adjustments made to recognize the different amount of runoff generated by different land uses. The basis for the adjustments is 1 hectare of cleared agricultural land contributing both surface and subsurface water to the Drain. Land uses with a

different runoff rate are adjusted by the factors given in <u>Table 12.3-1 - Runoff</u> Factors Table.

Land Use	Runoff factor
Agricultural	1
Forest	0.5
Lands Tiled In/Away	0.5
Roads	3

Table 12.3-1 - Runoff Factors Table

12.4 Assessment Schedules

For all assessment schedules, each parcel of land assessed has been identified by the municipal assessment roll number at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. If an "F" is shown in the first column, it denotes lands with current Farm Property Tax Class designation that may qualify for Grant. For convenience only, each parcel is also identified by the owner name(s) from the last revised assessment roll.

12.4.1 Schedule A- Schedule of Assessments

The estimated cost for the drainage works in this report is distributed among lands, roads and utilities, as shown in Schedule A, the Schedule of Assessments for Construction.

12.4.2 <u>Schedule B -Schedule of Assessments for Maintenance</u>

In accordance with Section 74 of the Act, the Drain shall be maintained by the Township, and the cost of maintenance shall be assessed to lands and roads upstream of the maintenance location, pro rata with the amounts in Schedule B. The \$ amounts in Schedule B are listed solely for calculating percentages (share of future maintenance costs) and will not be levied with the final cost of the Drain.

Schedule B in this report also includes the remainder of the "A" Drain tile portion, not proposed for improvement at this time.

Schedule B is divided into columns to reflect the different drain intervals where maintenance work may be undertaken. These column intervals assist in identifying upstream lands and roads to be assessed for future maintenance. The percentages shown in Schedule B determine the share of future maintenance to be levied to property or road. For example, a \$1,000 beaver dam removal or tile repair will result in a \$50 assessment to a property with a 5% maintenance assessment.

12.4.3 Schedule C – Schedule for Actual Cost Bylaw

After the construction of the Drain is certified, complete by the Engineer, the Township will determine the actual cost of the Drain. Actual assessments will be determined by prorating the actual cost of the Drain using Schedule C. Schedule C illustrates the estimated net assessments after deducting allowances and grants from the total assessments shown in Schedule A. Eligibility for the grant will be

confirmed by the Township at the time the actual cost is levied. Actual assessments in Schedule C will be levied to the owner of the identified parcel at the time the Actual Cost Bylaw is passed.

13 GRANT

In accordance with the provisions of Section 85 of the Act, a grant not exceeding 1/3 (33-1/3%) may be available on the assessments against lands used for agricultural purposes. The current OMAFRA grant policy defines agricultural lands as privately owned parcels of land which have the Farm Property Class Tax Rate. Based on Municipal assessment roll information, parcels that have the Farm Property Tax Class are identified with an 'F' in the first column of the assessment schedules.

Section 88 of the Act provides for the Township to apply for this grant after the construction of the Drain is certified complete by the Engineer. The Township must confirm the Farm Property Tax Class on the assessed parcels at the time the grant application is completed and submitted to OMAFRA. OMAFRA has the authority to determine grant eligibility regardless of the designation herein.

If any portion of the drainage works is not eligible for the grant, those ineligible costs have been separately identified in Appendix A. For this project, the ditch enclosure work shown under "C" Drain, Interval 1, have been identified as non-grantable items.

14 PRIVACY OF LANDS

Although a municipal drain is situated on the property of various landowners, one landowner may not enter another landowner's property via the Drain. Persons authorized to enter private lands to carry out duties authorized under the Act include Engineers, Contractors, and the appointed Drainage Superintendents and/or their assistants.

15 MAINTENANCE

15.1 General

Section 74 of the Act requires the Drain, as outlined in this report, to be maintained by the Township, and the cost of maintenance to be assessed to the upstream lands and roads pro rata with the assessments in Schedule B.

All parties affected by the Drain, are encouraged to periodically inspect the Drain and report any visible or suspected problems to the Township.

A right-of-way along the drain and access routes to the Drain exist for the Township to maintain the Drain. The right-of-way for the Drain, as described in the Allowances section of this report shall remain free of obstructions. The cost of removing obstructions is the responsibility of the owner.

Any landowner making a new connection to the Drain shall notify the Drainage Superintendent before making the connection. If the Drainage Superintendent is not notified, the cost to remedy new connections that obstruct or otherwise damage the Drain will be the responsibility of the owner.

15.2 Updating Future Maintenance Schedules

To ensure future maintenance assessments are equitable, the assessments provided in this report should be reapportioned under Section 65 when severances or amalgamations occur when new lands are connected to the Drain or when a land-use change occurs that can be accommodated by the existing Drain. If a future land-use change will cause the drain capacity to be exceeded, a report under Section 4 or 78 may be required to provide increased capacity.

15.3 Culvert Maintenance

- The costs of cleaning through all culverts shall be assessed as drain maintenance to upstream lands and roads.
- The cost for future structural repair, extension or replacement of road culverts will be assessed fully to the road authority.
- When the responsibility for an access culvert is designated in <u>Table 5.1-1 Summary of Culverts</u> as "Drain," the cost for repair or replacement shall be assessed 50% to the abutting landowner and the remainder to the upstream watershed. The cost of additional culvert length is assessed to the owner.
- When the responsibility for an access culvert is designated as "Owner," the
 cost for installation, repair, replacement and removal are the responsibility of
 the roll number listed in Table 5.1-1 Summary of Culverts
- Prior approval of the Township is required before a landowner installs a culvert not constructed under this report. If a size is specified, culverts installed smaller than said specified size will be deemed an obstruction to the Drain and removed at the landowner's expense.

15.4 Drains To Be Abandoned

In accordance with Section 19 of the Act, the following drains are hereby abandoned of status under the Drainage Act and shall be maintained by the owner of the property:

Name of Drain

Delton Reibling Municipal Drain,

"B" Drain

Size, Material

200mm dia. field tile

0+00 to 1+37

16 BYLAW

This report including the drawings and specifications, assessment schedules and appendices, when adopted by bylaw in accordance with the Act, provides the basis for construction and maintenance of the Drain.

All of which is respectfully submitted,

K. SMART ASSOCIATES LTD.

Curtis MacIntyre, P. Eng.



SCHEDULE A - SCHEDULE OF ASSESSMENTS FOR CONSTRUCTION DELTON REIBLING MUNICIPAL DRAIN TOWNSHIP OF WILMOT

				A DF	RAIN			C Di	RAIN			D DR	AIN		GROS	S ASSES	SMENT
Con	n Lot	Roll No. (Owner)	Total ha	Benefit	Outlet	Total	Total ha	Benefit	Outlet	Total	Total ha	Benefit	Outlet	Total	Total	Total	
			affected	(Sec. 22)	(Sec. 23)		affected	(Sec. 22)	(Sec. 23)		affected	(Sec. 22)	(Sec. 23)		Benefits	Outlets	TOTAL
Towns	ship of Wilmot (Roll	No. 30-18-010-)															
F 4 BLK	A 34 & Pt. Lot 33	001-01600 (Den-Lee Farms Ltd.)	3.5	12,110	242	12,352	0.0	0	0	0	0.0	0	0	0	12,110	242	12,352
F 4 BLK	A 32 & Pt. Lot 31	001-01700 (M. Hilgers)	1.5	0	104	104	0.0	0	0	0	0.0	0	0	0	0	104	104
3 BLK	A Pt. Lot 32	001-01710 (A. Enns)	4.0	0	164	164	3.5	1,900	778	2,678		0	0	0	1,900	942	2,842
F 3 BLK	A Pt. Lot 31	001-04900 (S. Diamond)	27.8	0	2,246	2,246	24.5	0	17,408	17,408	15.0	3,000	5,328	8,328	3,000	24,982	27,982
3 BLK	A Pt. Lot 32	001-05000 (R. Enns)	6.1	0	254	254	6.1	7,250	2,129	9,379	4.0	3,500	666	4,166	10,750	3,049	13,799
4 BLK	A Pt. Lot 33	001-05200 (J. Halliday)	0.4	0	28	28	0.0	0	0	0	0.0	0	0	0	0	28	28
F 3 BLK	A Pt. Lots 32 & 33	001-05300 (K. Wagler)	32.9	750	3,946	4,696	5.4	58,000	1,263	59,263	2.0	2,000	333	2,333	60,750	5,542	66,292
F 3 BLK	A Pt. Lot 31	001-05400 (D. & D. Geisler)	21.7	0	2,847	2,847	0.6	0	129	129	0.6	1,000	113	1,113	1,000	3,089	4,089
F 3 BLK	A Pt. Lot 30	001-05700 (Bruyn Farms Ltd.)	19.1	0	1,782	1,782	19.1	0	6,607	6,607	19.1	4,400	5,772	10,172	4,400	14,161	18,561
		Subtotal (Lands):	117.0	12,860	11,613	24,473	59.2	67,150	28,314	95,464	40.7	13,900	12,212	26,112	93,910	52,139	146,049
		Diamond Road (Township of Wilmot)	1.2	0	431	431	0.4	0	518	518	0.4	1,500	453	1,953	1,500	1,402	2,902
I		Bridge Street (Township of Wilmot)	1.2	0	283	283	0.4	0	519	519	0.0	0	0	0	0	802	802
		1/2 Oxford Road 5 (Township of Wilmot)	0.7	0	247	247	0.0	0	0	0	0.0	0	0	0	0	247	247
	Subtotal (Roads)			0	961	961	0.8	0	1,037	1,037	0.4	1,500	453	1,953	1,500	2,451	3,951
тот	TOTAL ASSESSMENTS DELTON REIBLING MUNICIPAL DRAIN		120.1	12,860	12,574	25,434	60.0	67,150	29,351	96,501	41.1	15,400	12,665	28,065	95,410	54,590	150,000

- Lands noted with an "F" are classified as agricultural and according to current OMAFRA policy qualify for the 1/3 grant.
 Eligibility for the 1/3 grant will be confirmed at the time the final cost is levied.
- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the County/Township. For convenience the owner's names as shown by the last revised assessment roll have also been included.

SCHEDULE B - SCHEDULE OF ASSESSMENTS FOR FUTURE MAINTENANCE DELTON REIBLING MUNICIPAL DRAIN TOWNSHIP OF WILMOT

					A DF	RAIN					C DI	RAIN			D DRAIN				
			Interv	/al 1	Inter	val 2	Inter	val 3	Inter	val 1	Inter	val 2	Inter	val 3	Inter	val 1	Interv	val 2	
			0+000 to	0+244	0+244 to	0+271	0+271 to	31+11	0+244 to	0+594	0+594 t	o 0+696	0+696 t	o 0+899	0+000 to	0+251	0+251 to	0+895	
Con	Lot	Roll No. (Owner)	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	
Township	of Wilmot (Roll N	lo. 30-18-010-)																	
4 BLK A	34 & Pt. Lot 33	001-01600 (Den-Lee Farms Ltd.)	356	14.24	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	
4 BLK A	32 & Pt. Lot 31	001-01700 (M. Hilgers)	24	0.96	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	
3 BLK A	Pt. Lot 32	001-01710 (A. Enns)	32	1.28	0	0.00	0	0.00	139	2.32	975	32.50	0	0.00	0	0.00	0	0.00	
3 BLK A	Pt. Lot 31	001-04900 (S. Diamond)	423	16.92	6	2.40	267	2.23	1,892	31.53	1,017	33.90	3,361	56.02	2,263	30.17	4,969	41.41	
3 BLK A	Pt. Lot 32	001-05000 (R. Enns)	50	2.00	0	0.00	0	0.00	239	3.99	219	7.30	2,639	43.98	2,102	28.03	0	0.00	
4 BLK A	Pt. Lot 33	001-05200 (J. Halliday)	6	0.24	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	
3 BLK A	Pt. Lots 32 & 33	001-05300 (K. Wagler)	765	30.60	150	60.00	7,312	60.93	2,340	39.00	42	1.40	0	0.00	601	8.01	0	0.00	
3 BLK A	Pt. Lot 31	001-05400 (D. & D. Geisler)	334	13.36	69	27.60	3,209	26.74	23	0.38	12	0.40	0	0.00	45	0.60	349	2.91	
3 BLK A	Pt. Lot 30	001-05700 (Bruyn Farms Ltd.)	308	12.32	13	5.20	598	4.98	1,181	19.68	635	21.16	0	0.00	2,308	30.77	6,037	50.31	
		Subtotal (Lands):	2,298	91.92	238	95.20	11,386	94.88	5,814	96.90	2,900	96.66	6,000	100.00	7,319	97.58	11,355	94.63	
		Diamond Road (Township of Wilmot)		2.36	7	2.80	378	3.15	93	1.55	50	1.67	0	0.00	181	2.42	645	5.37	
	Bridge Street (Township of Wilmot)		109	4.36	0	0.00	0	0.00	93	1.55	50	1.67	0	0.00	0	0.00	0	0.00	
	1/2 Oxford Road 5 (Township of Wilmot)			1.36	5	2.00	236	1.97	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	
	Subtotal (Roads)			8.08	12	4.80	614	5.12	186	3.10	100	3.34	0	0.00	181	2.42	645	5.37	
	TOTAL ASSESSMENTS			100.00	250	100.00	12,000	100.00	6,000	100.00	3,000	100.00	6,000	100.00	7,500	100.00	12,000	100.00	

- 1. Agricultural designation not included as grant eligibility has to be confirmed at the time of maintenance cost levy.
- 2. \$ amounts above are listed solely for calculating percentages (share of future maintenance costs) and will not be levied with the final cost of the drainage works.

SCHEDULE C - SCHEDULE FOR ACTUAL COST BYLAW DELTON REIBLING MUNICIPAL DRAIN TOWNSHIP OF WILMOT

Page	24
File No. 20-3	28

	Con	Lot	Roll No. (Owner)	На.	Non-Proratable	Proratable	Gross	Grantable	1/3	Allowances	NET
				Affected	Assessments	Assessments	Assessment	Portion	Grant		
	Township	of Wilmot (Roll I	No. 30-18-010-)								
F	4 BLK A	34 & Pt. Lot 33	001-01600 (Den-Lee Farms Ltd.)	3.5	12,110	242	12,352	12,352	4,117		8,235
F	4 BLK A	32 & Pt. Lot 31	001-01700 (M. Hilgers)	1.5	0	104	104	104	35		69
	3 BLK A	Pt. Lot 32	001-01710 (A. Enns)	4.0	0	2,842	2,842	2,402	0		2,842
F	3 BLK A	Pt. Lot 31	001-04900 (S. Diamond)	27.8	3,330	24,652	27,982	21,997	7,332		20,650
	3 BLK A	Pt. Lot 32	001-05000 (R. Enns)	6.1	0	13,799	13,799	13,042	0		13,799
	4 BLK A	Pt. Lot 33	001-05200 (J. Halliday)	0.4	0	28	28	28	0		28
F	3 BLK A	Pt. Lots 32 & 33	001-05300 (K. Wagler)	32.9	0	66,292	66,292	7,217	2,406	2,500	61,386
F	3 BLK A	Pt. Lot 31	001-05400 (D. & D. Geisler)	21.7	1,013	3,076	4,089	4,016	1,339		2,750
F	3 BLK A	Pt. Lot 30	001-05700 (Bruyn Farms Ltd.)	19.1	5,074	13,487	18,561	14,823	4,941	4,400	9,220
			Subtotal (Lands):	117.0	21,527	124,522	146,049	75,981	20,170	6,900	118,979
			Diamond Road (Township of Wilmot)	1.2	1,553	1,349	2,902	2,609	0		2,902
			Bridge Street (Township of Wilmot)	1.2	0	802	802	508	0		802
			1/2 Oxford Road 5 (Township of Wilmot)	0.7	0	247	247	247	0		247
			Subtotal (Roads):	3.1	1,553	2,398	3,951	3,364	0	0	3,951
	TOT	AL ASSESSMENT	S DELTON REIBLING MUNICIPAL DRAIN:	120.1	23,080	126,920	150,000	79,345	20,170	6,900	122,930

- Lands noted with an "F" are classified as agricultural and according to current OMAFRA policy qualify for the 1/3 grant.
 Eligibility for the 1/3 grant will be confirmed at the time the final cost is levied.
- 2. Actual assessment is levied to the owner of the parcel at the time the final cost is levied.

				1															1	1						
								,			ΑI	DRAIN											С	DRAIN		
					Interva	ıl 1			Interval 2			In	iterval 3				A DRAIN	N			Inte	rval 1			Interval 2	
				Station	0+000	to (0+154	Station	0+154	to 0+2	44	Station 0	+244 to	0+27	1		TOTAL			Statio	າ 0+2	271 to	0+594	Station	0+594 to	0+696
				(Grantab	le - Culvert	t Replace	ment)	(Grai	ntable - Ditcl	h Work)		(Grantable	- Outlet F	Repair)							(Non-G	rantable)		(Grantab	le - Ditch & Brus	hing Work)
	Allowance	:S				0				400				0				400				2,10	0			0
	Constructi	on				15,000				1,000			2,2	200				18,200				45,70	0		8,80	0
	Engineerin	ng				3,000				300			7	' 00				4,000				13,80			2,60	
ESTIMATED COST	Constructi	on Superv	/ision			1,650				200			3	300				2,150				6,90			1,30	
	Administra	ation				245				0				0				245				96	5		20	0
	Net HST					355				30				55				440				1,19			22	
	TOTAL					20,250				1,930			3,2	255				25,435				70,65	5		13,12	5
Roll No. (Owner)	Total Ha	Run-off	Total ha	Ben	efit		Outlet	Bene	efit	O	utlet	Benefit		Out	tlet	Total Be	nefit	Total	Total		Benefit		Outlet	Ben	efit	Outlet
	Affected	Factor	Adjusted	(Prorat.) (N	on-Prorat.)	Adj Ha((Sec. 23)	(Prorat.) (No	on-Prorat.) A	dj Ha (Se	c. 23)	(Prorat.) (Non-Pr	orat.) Adj	Ha (Sec.	. 23)	(Prorat.) (No	n-Prorat.)	Outlet		(Prora	at.) (Non-Pror	at.) Adj H	a (Sec. 23)	(Prorat.) (N	Ion-Prorat.) Adj H	a (Sec. 23)
Township of Wilmot (Roll No. 30-18-010-)																										
001-01600 (Den-Lee Farms Ltd.)	3.5	1.0	3.5		12,110	3.5	242			0.0	0			0.0	0	0	12,110	242	12,352			0.	0 ()	0.	0 0
001-01700 (M. Hilgers)	1.5	1.0	1.5			1.5	104			0.0	0			0.0	0	0	0	104	104			0.	0 ()	0.	
001-01710 (A. Enns)	4.0	0.5	2.0			2.0	138			2.0	26			0.0	0	0	0	164	164			1.		.,	1.	
001-04900 (S. Diamond)	27.8	0.9	26.2			26.2	1,812			26.2	338			1.7	96	0	0	2,246	2,246			24.	,		24.	
001-05000 (R. Enns)	6.1	0.5	3.1			3.1	214			3.1	40			0.0	0	0	0	254	254			3.		2,150	3.	
001-05200 (J. Halliday)	0.4	1.0	0.4			0.4	28			0.0	0			0.0	0	0	0	28	28			0.)	0.	
001-05300 (K. Wagler)	32.9	1.0	31.9			31.9	2,206			31.9	412	250			,328	750	0	3,946	4,696	58,0	000	4.	,	5	1.	
001-05400 (D. & D. Geisler)	21.7	1.0	20.7			20.7	1,432			20.7	267				,148	0	0	2,847	2,847			0.		3	0.	
001-05700 (Bruyn Farms Ltd.)	19.1	1.0	19.1			19.1	1,321			19.1	247				214	0	0	1,782	1,782			15.	,,		15.	
Subtotal (Lands):	117.0		108.4	0	12,110	108.4	7,497	500	0	103.0	1,330	250	0 4	9.5 2,	,786	750	12,110	11,613	24,473	58,0	000	0 49.	4 12,068	4,050	0 46.	0 8,626
Diamond Road (Township of Wilmot)	1.2	3.0	3.6			3.6	248			3.6	47			2.4	136	0	0	431	431			1.			1.	
Bridge Street (Township of Wilmot)	1.2	3.0	3.6			3.6	248			2.7	35			0.0	0	0	0	283	283			1.		ł	1.	
1/2 Oxford Road 5 (Township of Wilmot)	0.7	3.0	2.1			2.1	144			1.5	19			1.5	84	0	0	247	247			0.)	0.	-
Subtotal (Roads):	3.1		9.3	0	0	9.3	640	0	0	7.8	101	0	0	3.9	220	0	0	961	961		0	0 2.	4 587	0	0 2.	4 450
TOTAL ASSESSMENTS																										
DELTON REIBLING MUNICIPAL DRAIN:	120.1		117.7	0	12,110	117.7	8,137	500	0	110.8	1,431	250	0 5	3.4 3,	,006	750	12,110	12,574	25,434	58,0	000	0 51.	8 12,655	4,050	0 48.	4 9,076

Outlet Assessments for "D" Drain Interval 2 are to be non-proratable. (Full Assessments for the "D" Drain tile drain incorporation are intended to be fixed)

			C DRA						D DRAI	N											
		In	nterval 3	С	DRAIN			In	nterval 1			Interval 2			D DRA	AIN			GRAN	1D	
		Station 0-	+696 to 0+899	-	TOTAL		St	ation 0-	+000 to	0+251	Station	0+251	to 0+895		TOTA	AL			TOT	AL	
		(Grantable	- Brushing Work)					Grantable -	Brushing V	Vork)	(Gran	table - Incorp	oration)								
	Allowances	-	0		2,100				()		4	,400			4,400				6,900	
	Construction		8,700		63,200				11,600				,400			14,000				95,400	
	Engineering		2,600		19,000				3,500)		3	,500			7,000				30,000]'
ESTIMATED COST	Construction Supervision		1,000		9,200				1,500				400			1,900				13,250	
	Administration		200		1,365				200				160			360				1,970	
	Net HST		220		1,635				295				110			405				2,480	
	TOTAL		12,720		96,500				17,095	5		10	,970			28,065				150,000	!
Roll No. (Owner)	Total Ha Run-off Total ha	Benefit	Outlet	Total Benefit	Total	Total		Benefit		Outlet	Bene	efit	Outlet ¹	Total B	Benefit	Total	Total	Total B	enefit	Total	
	Affected Factor Adjusted	(Prorat.) (Non-Pro	orat.) Adj Ha (Sec. 23)	(Prorat.) (Non-Pror	at.) Outlet		(F	Prorat.) (Non-Pro	orat.) Adj Ha	(Sec. 23)	(Prorat.) (No	on-Prorat.) Ad	j Ha (Sec. 23)	(Prorat.) (N	lon-Prorat.)	Outlet		(Prorat.) (N	on-Prorat.)	Outlets	TOTAL
Township of Wilmot (Roll No. 30-18-010-)																					
001-01600 (Den-Lee Farms Ltd.)	3.5 1.0 3.5		0.0	0	0 0	0			0.0	0			0.0	0	0	0	0	0	12,110	242	12,352
001-01700 (M. Hilgers)	1.5 1.0 1.5		0.0	0	0 0	0			0.0				0.0	0	0	0	0	0	0	104	
001-01710 (A. Enns)	4.0 0.5 2.0		0.0	1,900	0 778				0.0				0.0	0	0	0	0	1,900	0	942	
001-04900 (S. Diamond)	27.8 0.9 26.2		9.5 6,829		0 17,408	17,408			15.0	4,998		3,000	7.5 330	0	3,000	5,328	8,328	0	3,000	24,982	
001-05000 (R. Enns)	6.1 0.5 3.1	5,100	1.1 791	7,250	0 2,129	9,379		3,500	2.0				0.0	3,500	0	666	4,166	10,750	0	3,049	
001-05200 (J. Halliday)	0.4 1.0 0.4		0.0	0	0 0	0			0.0				0.0	0	0	0	0	0	0	28	
001-05300 (K. Wagler)	32.9 1.0 31.9		0.0	58,000	0 1,263	59,263		2,000	1.0				0.0	2,000	0	333	2,333	60,750	0	5,542	
001-05400 (D. & D. Geisler)	21.7 1.0 20.7		0.0	0	0 129	129			0.3			1,000	0.3	0	1,000	113	1,113	0	1,000	3,089	
001-05700 (Bruyn Farms Ltd.)	19.1 1.0 19.1		0.0	0	0 6,607	6,607			15.3	,		.,	15.3 674	·	4,400	5,772	10,172	0	4,400	14,161	-,
Subtotal (Lands):	117.0 108.4	5,100	0 10.6 7,620	67,150	0 28,314	95,464		5,500	0 33.6	11,195	0	8,400	23.1 1,017	5,500	8,400	12,212	26,112	73,400	20,510	52,139	146,049
Diamond Road (Township of Wilmot)	1.2 3.0 3.6		0.0	0	0 518				1.2			1,500	1.2 53	3 0	1,500	453	1,953	0	1,500	1,402	
Bridge Street (Township of Wilmot)	1.2 3.0 3.6		0.0	0	0 519	519			0.0				0.0	0	0	0	0	0	0	802	
1/2 Oxford Road 5 (Township of Wilmot)	0.7 3.0 2.1		0.0	0	0 0	0			0.0	, 0			0.0	0	0	0	0	0	0	247	
Subtotal (Roads):	3.1 9.3	0	0 0.0 0	0	0 1,037	1,037		0	0 1.2	2 400	0	1,500	1.2 53	3 0	1,500	453	1,953	0	1,500	2,451	3,951
TOTAL ASSESSMENTS																					
DELTON REIBLING MUNICIPAL DRAIN:	120.1 117.7	5,100	0 10.6 7,620	67,150	0 29,351	96,501		5,500	0 34.8	3 11,595	0	9,900	24.3 1,070	5,500	9,900	12,665	28,065	73,400	22,010	54,590	150,000

Outlet Assessments for "D" Drain Interval 2 are to be non-proratable. (Full Assessments for the "D" Drain tile drain incorporation are intended to be fixed)

									A DI	RAIN							C D	RAIN	
					Inter	rval 1			Inter	val 2			Inte	rval 3			Inte	rval 1	
				Station	0+000	to	0+244	Station	0+244	to (0+271	Station	0+271	to	31+11	Station	0+244	to	0+594
ESTIMATED (HYPOTHE MAINTENANCE CO	•					2,500				250				12,000				6,000	
Roll No. (Owner)	Total Ha	Run-off	Total ha	Benefit		Outlet		Benefit		Outlet		Benefit		Outlet		Benefit		Outlet	
	Affected	Factor	Adjusted	(Sec. 22)	Adj Ha	(Sec. 23)	%	(Sec. 22)	Adj Ha	(Sec. 23)	%	(Sec. 22)	Adj Ha	(Sec. 23)	%	(Sec. 22)	Adj Ha	(Sec. 23)	%
Township of Wilmot (Roll No. 30-18-010-)															1				
001-01600 (Den-Lee Farms Ltd.)	3.5	1.0	3.5	300	3.5	56	14.24		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00
001-01700 (M. Hilgers)	1.5	1.0	1.5	; 	1.5	24	0.96		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00
001-01710 (A. Enns)	4.0	0.5	2.0)	2.0	32	1.28		0.0	0	0.00		0.0	0	0.00		1.8	139	2.32
001-04900 (S. Diamond)	27.8	0.9	26.2	2	26.2	423	16.92		1.7	6	2.40		1.7	267	2.23		24.5	1,892	31.53
001-05000 (R. Enns)	6.1	0.5	3.1		3.1	50	2.00		0.0	0	0.00		0.0	0	0.00		3.1	239	3.99
001-05200 (J. Halliday)	0.4	1.0	0.4		0.4	6	0.24		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00
001-05300 (K. Wagler)	32.9	1.0	31.9	250	31.9	515	30.60	70	23.6	80	60.00	3,600	23.6	3,712	60.93	2,000	4.4	340	39.00
001-05400 (D. & D. Geisler)	21.7	1.0	20.7	1	20.7	334	13.36		20.4	69	27.60		20.4	3,209	26.74		0.3	23	0.38
001-05700 (Bruyn Farms Ltd.)	19.1	1.0	19.1		19.1	308	12.32		3.8	13	5.20		3.8	598	4.98		15.3	1,181	19.68
Subtotal (Lands):	117.0		108.4	550	108.4	1,748	91.92	70	49.5	168	95.20	3,600	49.5	7,786	94.88	2,000	49.4	3,814	96.90
Diamond Road (Township of Wilmot)	1.2	3.0	3.6		3.6	59			2.4	7	2.80		2.4	378	3.15		1.2	93	1.55
Bridge Street (Township of Wilmot)	1.2	3.0	3.6	III	3.6	59	4.36		0.0	0	0.00		0.0	0	0.00		1.2	93	1.55
1/2 Oxford Road 5 (Township of Wilmot)	0.7	3.0	2.1		2.1	34			1.5	5	2.00		1.5	236	1.97		0.0	0	0.00
Subtotal (Roads):	3.1		9.3	50	9.3	152	8.08	0	3.9	12	4.80	0	3.9	614	5.12	0	2.4	186	3.10
TOTAL ASSESSMENTS DELTON REIBLING MUNICIPAL DRAIN:			117.7	600	117.7	1,900	100.00	70	53.4	180	100.00	3,600	53.4	8,400	100.00	2,000	51.8	4.000	100.00

APPENDIX B - Calculation of Assessments for Future Maintenance DELTON REIBLING MUNICIPAL DRAIN TOWNSHIP OF WILMOT

F	Page 28
	(2 of 2)
File No	20-328

							C DRAIN - 0	Continued							D DI	RAIN			
					Int	erval 2			Inte	rval 3			Interv	al 1			Inte	rval 2	
				Station	0+594	to	0+696	Station	0+696	to	0+899	Station	0+	to	0+251	Station	0+251	to	0+895
ESTIMATED (HYPOTHE MAINTENANCE COS	•					3,000				6,000				7,500				12,000	
Roll No. (Owner)	Total Ha	Run-off	Total ha	Benefit		Outlet		Benefit		Outlet		Benefit		Outlet		Benefit		Outlet	
	Affected	Factor	Adjusted	(Sec. 22)	Adj Ha	(Sec. 23)	%	(Sec. 22)	Adj Ha	(Sec. 23)	%	(Sec. 22)	Adj Ha (Sec. 23)	%	(Sec. 22)	Adj Ha	(Sec. 23)	%
Township of Wilmot (Roll No. 30-18-010-)																			
001-01600 (Den-Lee Farms Ltd.)	3.5	1.0	3.5		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00
001-01700 (M. Hilgers)	1.5	1.0	1.5		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00
001-01710 (A. Enns)	4.0	0.5	2.0	900	1.8	75			0.0	0	0.00		0.0	0	0.00		0.0	0	0.00
001-04900 (S. Diamond)	27.8	0.9	26.2		24.5	1,017	33.90		9.5	3,361	56.02		15.0	2,263	30.17	2,500	7.5	2,469	41.41
001-05000 (R. Enns)	6.1	0.5	3.1	90	3.1	129		2,250	1.1	389	43.98	1,800	2.0	302	28.03		0.0	0	0.00
001-05200 (J. Halliday)	0.4	1.0	0.4		0.0	0	0.00		0.0	0	0.00		0.0	0			0.0	0	0.00
001-05300 (K. Wagler)	32.9	1.0	31.9		1.0	42	_		0.0	0	0.00	450	1.0	151	8.01		0.0	0	0.00
001-05400 (D. & D. Geisler)	21.7	1.0	20.7		0.3	12			0.0	0	0.00		0.3	45	0.60	250	0.3	99	2.91
001-05700 (Bruyn Farms Ltd.)	19.1	1.0	19.1		15.3	635			0.0	0	0.00		15.3	2,308		,	15.3	5,037	50.31
Subtotal (Lands):	117.0		108.4	990	46.0	1,910	96.66	2,250	10.6	3,750	100.00	2,250	33.6	5,069	97.58	3,750	23.1	7,605	94.63
Diamond Road (Township of Wilmot)	1.2	3.0	3.6		1.2	50	1.67		0.0	0	0.00		1.2	181	2.42	250	1.2	395	5.37
Bridge Street (Township of Wilmot)	1.2	3.0	3.6		1.2	50	1.67		0.0	0	0.00		0.0	0			0.0	0	0.00
1/2 Oxford Road 5 (Township of Wilmot)	0.7	3.0	2.1		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00		0.0	0	0.00
Subtotal (Roads):	3.1	2.0	9.3	0	2.4	100	3.34	0		0	0.00	0	1.2	181	2.42	250	1.2	395	5.37
TOTAL ASSESSMENTS																			
DELTON REIBLING MUNICIPAL DRAIN:	120.1		117.7	990	48.4	2,010	100.00	2,250	10.6	3,750	100.00	2,250	34.8	5,250	100.00	4,000	24.3	8,000	100.00

GENERAL CONDITIONS

TABLE OF CONTENTS

200.1	SCOPE	1
200.2	ORDER OF PRECEDENCE	
200.3	MUNICIPALITY	1
200.4	TENDERS	1
200.5	EXAMINATION OF SITE, PLANS AND SPECIFICATIONS	
200.6	COMMENCEMENT AND COMPLETION OF WORK	
200.7	NOTICES RE COMMENCEMENT OF WORK	2
200.8	PERMITS, NOTICES, LAWS AND RULES	2
200.9	HEALTH AND SAFETY	2
200.10	LIMITATIONS OF OPERATIONS	
200.11	SUPERVISION	3
200.12	CHARACTER AND EMPLOYMENT OF WORKERS	3
200.13	SUB-CONTRACTORS	3
200.14	PAYMENT	3
200.15	TERMINATION OF CONTRACT BY THE MUNICIPALITY	
200.16	LIQUIDATED DAMAGES	4
200.17	CONTRACTOR'S LIABILITY	
200.18	LIABILITY INSURANCE	5
200.19	LOSSES DUE TO ACTS OF NATURE. ETC.	5

200 GENERAL CONDITIONS

200.1 SCOPE

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Instructions to Tenderers, the Form of Tender and Agreement, the Schedule of Tender Prices, the Drawings, the General Conditions, Special Provisions and the Standard Specifications.

200.2 ORDER OF PRECEDENCE

In case of any inconsistency or conflict between the drawings and specifications, the following order of precedence shall apply: Addenda, Form of Tender and Agreement, Schedule of Tender Prices, Special Provisions, Contract Drawings, Standard Specifications, General Conditions.

200.3 MUNICIPALITY

Municipality refers to a municipal corporation in the Province of Ontario. Where reference to Township, County, Region, Town, City or Owner appears it shall be deemed to be the same as the word Municipality. Where reference to owner appears in the specifications it is usually in reference to the owner of the property on which the drain is being constructed.

200.4 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Schedule of Tender Prices must be completed and submitted with the Form of Tender and Agreement even though the Contract will be a lump sum. As outlined in the Instructions to Tenders a deposit in the form of a certified cheque, bank draft, bonding or irrevocable letter of credit must accompany each tender as a guarantee of good faith. The deposit shall name the Municipality as the payee. All deposits, except that of the Tenderer to whom the work is awarded, will be returned within 10 days of the time the contract is awarded. The certified cheque of the Tenderer awarded the work will be retained as Contract Security and returned with the Completion Certificate for the work. A Performance Bond may also be required to ensure maintenance of the work for a period of one year after the date of the Completion Certificate.

200.5 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Prior to the submission of the Tender, the Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to be satisfied with the existing conditions and the extent of the work to be done. The Tenderer must ensure that the meaning and intent of the drawings, estimated quantities and specifications is clearly understood before submission of the Tender. No allowances shall be made on behalf of the Contractor by reason of any error made in the preparation of the tender submission.

Any estimates of quantities shown or indicated on the drawings or elsewhere in the tender document are provided for the convenience of the Tenderer. The Tenderer should check the estimate of quantities for accuracy. Any use made of the estimated quantities by the Tenderer in calculating the tendered amounts is done at the Tenderers risk.

200.6 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Tenderer is notified of the contract award or at a later date, if set out as a condition in the Form of Tender and Agreement. If weather and ground conditions are unsuitable, work may be started at a later date from either of the above two dates if such delay is approved by the Engineer. The Contractor shall provide a minimum of 48 hours advance notice to the Engineer and the Municipality before commencement of any work. The work must proceed in such manner as to ensure its completion at the earliest possible date consistent with first class workmanship and within the time limit set out in the tender/contract document. Failure to commence or complete the work as set out in the tender/contract document may result in a forfeiture of all or part of the Contract Security if the Engineer deems that damages have been sustained to the Municipality or to any landowner because of the non-commencement or non-completion of the contract as awarded and that the failure to meet the specified dates has been the fault of the Contractor.

200.7 NOTICES RE COMMENCEMENT OF WORK

If the Contractor leaves the job site for a period of time after initiation of work, a minimum of 48 hours advance notice shall be given to the Engineer and the Municipality before commencement of any further work. If any work is commenced without the advance notice the Contractor shall be fully responsible for all such work undertaken prior to such notification and shall make good any works or materials judged to be inadequate or constructed in any manner that may have been subject to alteration if made known to the Engineer prior to commencement of construction.

200.8 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. This shall not include the obtaining of permanent easements or rights or servitude. The Contractor shall give all necessary notices and pay all fees required by the law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety and if the specifications and drawings are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

200.9 HEALTH AND SAFETY

Contractor must comply with the Occupational Health and Safety Act (OHSA) and the associated Regulations for Construction Projects. Contractor will also follow any site-specific safety and training requirements of the Municipality, agencies, utility companies or other authorities.

Communication about site-specific hazards and safety requirements shall occur at the pre-construction meeting. If no pre-construction meeting is conducted, Contractor will communicate site-specific hazards and safety requirements before beginning work.

Contractor shall immediately report any workplace incidents, near misses, injuries and occupational illnesses to the Engineer.

200.10 LIMITATIONS OF OPERATIONS

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry out operations under the contract on Sundays or Statutory Holidays without permission in writing from the Engineer. The Engineer may direct in writing to the Contractor to cease or limit operations under the contract on any day or days if the operations are of such a nature, or if the work is so located, or if the traffic is of such a volume, that the Engineer deems it necessary or expedient to do so.

200.11 SUPERVISION

The Contractor shall provide constant supervision of the construction work and shall keep a competent foreman in charge at the site.

200.12 CHARACTER AND EMPLOYMENT OF WORKERS

The Contractor shall employ only orderly, competent and skillful workers to do the work and shall give preference to available qualified residents in the area of the contract. Whenever the Engineer informs the Contractor in writing that any workers are, in the opinion of the Engineer, disorderly, incompetent, or breaking the law, such workers shall be discharged from the job site and shall not again be employed on the job site without the written consent of the Engineer.

200.13 SUB-CONTRACTORS

If the Municipality so directs, the Contractor shall not sublet the whole or any part of this contract without the approval of the Engineer.

200.14 PAYMENT

Progress payments in cash equal to about 90% of the value of the work done and materials incorporated in the work will be made to the Contractor monthly. If directed by the Engineer the Contractor may be required to provide a written request for the progress payment amount. An additional 7% will be paid 45 days after the date of the Completion Certificate by the Engineer and 3% of the contract price may be reserved by the Municipality as a maintenance holdback for one year from the date of the Completion Certificate.

The holdbacks noted above may be increased by the Municipality if, in the written opinion of the Engineer, particular conditions of the contract require such greater holdback.

After the completion of the work any part of maintenance holdback may be used to correct defects from faulty construction and/or materials provided that notice shall first be given by the Engineer in writing to the Contractor stating that the Contractor has seven (7) days in which to remedy the defect in construction and/or materials.

200.15 TERMINATION OF CONTRACT BY THE MUNICIPALITY

Termination of the contract by the Municipality may be considered if the Contractor:

- 1. should be adjudged bankrupt or make a general assignment for the benefit of creditors or if a receiver should be appointed on account of insolvency;
- 2. should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days' notice in writing from the Engineer to supply such additional workmen or materials in order to commence or complete the works;
- 3. should fail to make prompt payment to sub-contractors or for materials or labour;
- 4. should persistently disregard laws, ordinances, or instructions from the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract;

then the Municipality, upon Certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, give written notice to the Contractor to terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Municipality may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price will exceed the expense of finishing the work including compensation to the Engineer for additional

services and including other damages of every name and nature, such excess shall be paid to the Contractor. If such expense will exceed such unpaid balance including the Contract Security, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer. If the contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the Contract Security and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new tender for the contract being terminated.

If any unpaid balance and the Contract Security do not equal the monies owed by the Contractor upon the termination of the contract, the Municipality may also charge such expenses against any money which is or may thereafter be due to the Contractor from the Municipality.

200.16 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or complete within the period of time as set forth in the Tender/Contract Document, damage will be sustained by the Municipality. It is understood by the parties that it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality will sustain in the event of and by reason of such delay. The parties hereto agree that the Contractor will pay to the Municipality a sum as set out in the Form of Tender and Agreement for liquidated damages for each and every calendar day delay, including Saturdays, Sundays and Statutory Holidays, in finishing the work in excess of the number of working days prescribed. It is agreed that the liquidated damages amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed number of working days.

The Municipality may deduct any amount due under this section from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

The Contractor shall not be assessed with liquidated damages for any delay caused by acts of nature, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the provisions of the Contract, the number of working days shall be increased or decreased as determined by the Engineer.

If the Form of Tender and Agreement does not show an amount for Liquidated Damages then Liquidated Damages do not apply for this contract.

200.17 CONTRACTOR'S LIABILITY

The Contractor and all workers, agents or any party under the Contractor's control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed during the construction work outlined in the contract. The Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement wherever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any workers, agents or parties under the Contractor's control including Sub-Contractors, and shall bear the full cost thereof. The Contractor shall be fully responsible to make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic in any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their

rights, in and during the performance of the work. The Contractor shall indemnify and save harmless the Municipality and the Engineer from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of a roadway, a working area, or private property, the Contractor shall use reasonable care not to damage or deface the remaining portions of the property, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by and at the expense of the Contractor, to the satisfaction of the Engineer. Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of an intention so to do, may withhold payment of any monies due the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the Municipality will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of the claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall comply with applicable laws and provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement it will be dealt with as provided elsewhere in this subsection.

Nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the country, province or locality in which the work is being done. Neither the Completion Certificate nor final payment thereunder, nor any provision in the Contract Document shall relieve the Contractor from this liability.

200.18 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance providing insurance coverage of at least \$3,000,000 for each and every accident, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall where, and as requested by the Municipality, name the Municipality and the Engineer as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on part of the Contractor or any of his servants or agents during the execution of the Contract.

200.19 LOSSES DUE TO ACTS OF NATURE, ETC.

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

400 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF DRAINS

TABLE OF CONTENTS

400.1	ABBRE VIATIONS	
400.2	PRE CONSTRUCTION MEETING	1
400.3	COLD WEATHER	1
400.4	WORKING AREA	1
400.5	ACCESS	1
400.6	ACCESS TO PROPERTIES ADJOINING THE WORK	2
400.7	DRAINAGE SUPERINTENDENT	
400.8	ALTER ATIONS TO WORK	2
400.9	ERRORS AND UNUSUAL CONDITIONS	2
400.10	TESTS	2
400.11	BENCHMARKS AND STAKES	3
400.12	OPENING UP OF FINISHED WORK	3
400.13	FINAL INSPECTION	3
400.14	WARR ANTY	3
400.15	MATERIALS	4
400.16	RIPRAP	5
400.17	GEOTEXTILE	
400.18	DISPOSAL OF MATERIALS	5
400.19	NOTIFICATION OF RAILROADS, ROAD AUTHORITIES AND UTILITIES	
400.20	WORKING IN ROAD ALLOWANCES	
400.21	LOCATIONS OF EXISTING UTILITIES	
400.22	LANEWAYS	
400.23	EXISTING CROSSING CLEANOUT	
400.24	FENCES	
400.25	LIVESTOCK	8
400.26	STANDING CROPS	8
400.27	CLEARING VEGETATION	8
400.28	ROCK REMOVAL	
400.29	SEEDING	
400.30	EROSION CONTROL BLANKETS	
400.31	SEDIMENT CONTROL	
400.32	GRASSED WATERWAYS AND OVERFLOW SWALES	
400.33	BUFFER STRIPS	.13
400.34	MAINTEN ANCE CORRIDOR	.13
400.35	POLLUTION	_
400.36	SPECIES AT RISK	.13

400 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF DRAINS

400.1 ABBREVIATIONS

- i) MTO means the Ministry of Transportation of Ontario.
- ii) ASTM means the American Society for Testing Materials.
- iii) CSA means the Canadian Standard Association.
- iv) OPSD means Ontario Provincial Standard Drawings
- v) OPSS means Ontario Provincial Standard Specifications
- vi) DFO means Fisheries and Oceans Canada
- vii) MNRF means Ministry of Natural Resources and Forestry
- viii) MECP means Ministry of Environment, Conservation and Parks

400.2 PRE CONSTRUCTION MEETING

The Contractor should arrange a pre-construction meeting with the Engineer, Municipality, affected landowners prior to commencement of construction.

If there is no pre-construction meeting or if a landowner is not present at the pre-construction meeting, the following shall apply. The drain is to be walked by the Contractor and each landowner prior to construction to ensure that both agree on the work to be done. Any difference of opinion shall be referred to the Engineer for decision. If the landowner is not contacted for such review, they are to advise the Engineer and/or Municipality.

400.3 COLD WEATHER

When working in cold weather is approved by the Engineer, the Contractor shall provide suitable means for heating, protection, and snow and ice removal. All work completed in cold weather conditions shall be to the satisfaction of the Engineer and any additional cost to remedy unsatisfactory work, or protect the work shall be borne by the Contactor. All backfilling operations shall be done as soon as possible to avoid backfilling with ground containing frozen particles. The Contractor will assume all responsibility for damages to any tile drains and for settlements or bank slippages that may result from work in cold weather.

400.4 WORKING AREA

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For a closed drain the working area shall be a 10 metre width on either side of the trench or any combination not exceeding 20 metres. A 10m x 10m working area shall exist around any catchbasin, junction box or access point. For an open drain the working area shall be 17 metres on the side for leveling and 3 metres on the opposite side. A 10m working area shall exist for any overflow swale or grassed waterway. If any part of the drain is close to a property line then the fence line shall be one of the limits of the work area. Reduced or increased working areas will be described in detail on the Drawings.

400.5 ACCESS

The Contractor shall have access to the drain by entering the working area directly from road allowances or along access routes shown on the Drawings. All specifications governing fences, livestock and crops during drain construction apply to access routes. No other access routes shall be used unless first approved by the Engineer and the affected landowner. The Contractor shall contact each landowner prior to using the designated access routes. Contractor shall make good any damages caused by using the designated access routes.

400.6 ACCESS TO PROPERTIES ADJOINING THE WORK

The Contractor shall provide at all times and at no additional cost, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer. Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected landowners and such interruptions shall be arranged to minimize interference to those affected.

400.7 DRAINAGE SUPERINTENDENT

Where a Drainage Superintendent (Superintendent) is appointed by the Municipality, the Engineer may designate the Superintendent to act as the Engineer's representative. If so designated, the Superintendent will have the power to inspect and direct the execution of the work.

Any instructions given by the Superintendent which change the proposed work or with which the Contractor does not agree shall be referred to the Engineer for final decision.

400.8 ALTERATIONS TO WORK

The Engineer shall have the power to make alterations, additions and/or deletions in the work as shown or described in the Drawings or Specifications and the Contractor shall proceed to implement such changes without delay. Alterations ordered by the Engineer shall in no way render the contract void.

If a landowner desires deviations from the work described on the Drawings, the landowner shall submit a written request to the Engineer, at least 48 hours in advance of the work in question.

In every such case, the contract amount shall be increased or decreased as required according to a fair evaluation of the work completed. Where such changes involve additional work similar to items in the contract, the price for additional work shall be determined after consideration is given to the tendered price for similar items.

In no case shall the Contractor commence work considered to be extra work without the Engineer's approval. Payment for extra work is contingent on receipt of documentation to the satisfaction of the Engineer. Refer to the Extra Work Summary included in the Special Provisions.

400.9 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error without notice shall be done at the Contractor's risk. Any additional cost incurred by the Contractor to remedy an error or unusual condition without notice shall be borne by the Contractor. The Engineer shall direct the alteration necessary to correct errors or unusual conditions. The contract amount shall be adjusted in accordance with a fair evaluation of documentation for the work added, deleted or adjusted.

400.10 TESTS

The Engineer reserves the right to subject any materials to a competent testing laboratory for compliance with the standard. If any materials supplied by the Contractor are determined to be inadequate to meet the applicable standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate materials with materials capable of meeting the standards.

The cost of testing the materials supplied by the Contractor shall be borne by the Contractor.

400.11 BENCHMARKS AND STAKES

Prior to construction, the Engineer will confirm the benchmarks. The Contractor shall be held liable for the cost of replacing any benchmarks destroyed during construction.

If the Engineer provides layout stakes, the Contractor shall be held liable for the cost of replacing any layout stakes destroyed during construction.

Where property bars are shown on the Drawings, they are to be protected and if damaged by the Contractor, they will be reinstated by an Ontario Land Surveyor at the expense of the Contractor. Where property bars not shown on the Drawings are damaged, they will be reinstated by an Ontario Land Surveyor at the expense of the project.

400.12 OPENING UP OF FINISHED WORK

If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to reexamine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making the work good shall be borne by the Contractor. Should the Engineer find the work opened up to be in an acceptable condition the Contractor shall be paid for the expense of opening and making the work good, unless the Contractor has been obligated by any specification or by the direction of the Engineer to the leave the work open for the Engineer's inspection.

400.13 FINAL INSPECTION

Final inspection by the Engineer will be made within twenty (20) days after receiving notice in writing from the Contractor that work is complete, or as soon thereafter as weather conditions permit. All the work included in the contract must at the time of final inspection have the full dimensions and cross-sections.

Prior to commencing the final inspection an on-site meeting may be held by the Engineer and landowners directly affected by the construction of the drain. The Contractor will attend this meeting upon notice by the Engineer.

If there is no on-site meeting with the Engineer and landowners, the Contractor shall obtain from each landowner a written statement indicating that the work has been performed to the owner's satisfaction. If the Contractor is unable to obtain a written statement from the landowner, the Engineer will determine if further work is required prior to issuing the Completion Certificate.

400.14 WARRANTY

There shall be a one-year warranty period on all completed work. The warranty period will commence on the date of the Completion Certificate.

When directed by the Engineer, the Contractor shall repair and make good any deficiencies in the work that may appear during the warranty period.

Before the work shall be finally accepted by the Municipality, the Contractor shall complete all work as directed by the Engineer and remove all debris and surplus materials and leave the work neat and presentable.

400.15 MATERIALS

400.15.1 Concrete Drain Tile

Concrete drain tile shall conform to the requirements of the most recent ASTM C412 specifications for heavy duty extra quality, unless a stronger concrete tile is required by the Special Provisions or Drawings. All tile furnished shall be subject to the approval of the Engineer.

The minimum nominal lengths of the tile shall be 750mm for 150 to 350mm diameter tile and 1200mm for 400 to 900mm diameter tile.

All tile should be of good quality, free from distortions and cracks and shall meet the standards specified. The ends should be smooth and free from cracks or checks. All rejected tile are to be immediately removed from the site.

Granular backfill, where required, shall consist of approved sand or gravel having no particles retained on a screen having 50mm square openings.

Earth backfill shall consist of approved material having no large lumps or boulders.

400.15.2 Corrugated Plastic Tubing

Corrugated plastic tubing shall conform to the *Land Improvement Contractors of Ontario Standard Specification for Corrugated Plastic Drainage Tubing, 2006.* Type of material (solid or perforated) and need for filter sock will be specified on the Drawings or in the description of the work in the Special Provisions. Filter sock where specified shall be a standard synthetic filter material as provided by a recognized plastic tubing manufacturer unless noted differently on the contract drawings or elsewhere in the contract document. Protect coils of plastic tubing from damage and deformation.

400.15.3 Corrugated Steel Pipe

Corrugated Steel Pipe (CSP) shall be according to OPSS 1801 (CSA G401). Unless stated otherwise in the Special Provisions the pipe shall be:

- galvanized
- helical corrugation with lock seam and re-rolled annular ends
- 68mm x 13mm corrugation profile for diameters up to 1200mm
- 125mm x 25mm corrugation profile for diameters 1200mm and larger
- minimum wall thickness of 1.6mm for diameters up to 500mm
- minimum wall thickness of 2.0mm for diameters 600mm and larger
- joined using standard couplers matching the pipe diameter and material

Other coatings that may be specified include aluminized Type 2 or polymer. Polymer coating shall be a 254mm polymer film laminated to both sides of the pipe.

400.15.4 Plastic Pipe

Plastic Pipe shall be a high density polyethylene (HDPE) double wall corrugated pipe with smooth inner wall, solid with no perforations in accordance with OPSS 1840.

A minimum stiffness of 320 KPa at 5% deflection

The pipe shall be joined with snap-on or split couplers.

400.15.5 Concrete Sewer Pipe

Concrete sewer pipe shall be in accordance with OPSS 1820.

Non-reinforced concrete sewer pipe shall be used for pipe 375mm in diameter and smaller and reinforced concrete sewer pipe shall be used for pipe over 375mm.

Classes shall be as shown on the Contract Drawings or as described in the Form of Tender.

All new concrete sewer pipe shall have rubber-type gasket joints.

Where concrete sewer pipe "seconds" are specified, the pipe should exhibit no damage or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements of OPSS 1820. The pipe may contain cracks or chips in the bell or spigot which prevent the use of rubber gaskets but the joints must be protected with filter cloth.

400.16 RIPRAP

All riprap is to be placed on a geotextile underlay (Terrafix 360R or equal) unless directed otherwise in the specific construction notes. The riprap is to be graded heavy angular stone (quarry stone is recommended) with particles averaging in size from 200mm to 300mm and is to be placed at 300mm thickness. Fine particles may be included to fill voids. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. Wherever riprap is placed, the area is to be over-dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

400.17 GEOTEXTILE

To be non-woven fabric that is rot proof, non-biodegradable, chemically resistant to acidic or alkaline soils and is dimensionally stable under different hydraulic conditions. The filter fabric is to be a material whose primary function is to act as a highly permeable, non-clogging soil separator for fine soils (Terrafix 360R or equal). Contractor is to follow the manufacturer's recommendations for cutting, installation and precautions necessary to avoid damage to fabric. Other approved equals will be considered by the Engineer prior to construction.

400.18 DISPOSAL OF MATERIALS

The Contractor shall remove all surplus materials from the job site at the end of the project. The Contractor shall locate the disposal site for all materials to be disposed of. Disposal of materials shall comply with applicable regulations.

400.19 NOTIFICATION OF RAILROADS, ROAD AUTHORITIES AND UTILITIES

Contractor will notify any Railroad, Road Authority or Utility at least 48 hours in advance regarding work to be performed on their property or affecting their infrastructure. The notice will be in writing and is exclusive of Saturdays, Sundays and Holidays.

A utility includes any entity supplying the general public with necessaries or conveniences.

400.20 WORKING IN ROAD ALLOWANCES

400.20.1 General

Work within public road allowances shall be done in accordance with the Ontario Traffic Manual Book 7, latest edition.

400.20.2 Road Crossings

If no specific detail is provided for road crossings on the drawings or in the specifications the following shall apply:

- A Road Authority will supply no labour, equipment or materials for the construction of the road crossing.
- Contractor will not commence road crossing work until any required permits have been obtained. The Engineer may apply for any required permits prior to construction.
- Contractor will notify the Road Authority at least 72 hours in advance of any construction in the road allowance.
- Road crossings may be made with an open cut unless otherwise noted.
- Exact location of crossing shall be verified with the Road Authority and the Engineer.
- Pipe shall be placed on a minimum 150mm depth of Granular A shaped for the pipe.
- Pipe backfill shall be compacted Granular A and extend 300mm above the top of the pipe.
- Trench shall be backfilled with acceptable native material for the base width of the road bed.
- The material shall be placed in lifts not exceeding 300mm in depth and shall be thoroughly compacted with an approved mechanical vibrating compactor.
- Top 600mm of the road bed backfill shall consist of 450mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
- Any surplus excavated material within the road allowance may be spread on the right-of-way with consent of the Road Superintendent otherwise the surplus material shall be hauled away.
- Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor to the satisfaction of the Engineer and Road Authority.
- Contractor shall be responsible for correcting any backfill settlement during construction and during the warranty period. Upon approval of the road authority, surplus gravel shall be stockpiled near gravel road crossings to provide backfill for future trench settlement.
- All road crossings shall meet the approval of the Road Authority.
- If any road crossing is not left in a safe manner at the end of the working day barricades and warning signs shall be erected to guarantee the safety of the travelling public.
- If the Engineer deems a road to surface to have been damaged by the construction of a drain, either across or along the road, the Engineer may direct the Contractor to restore the road surface to existing or better condition at no additional cost.

400.20.3 Maintenance of Traffic

Unless directed otherwise on the drawings or in the specifications the Contractor shall keep the road open to traffic at all times. The Contractor shall provide suitable warning signs and/or flagging to the satisfaction of the Road Authority to notify of the construction work.

If a detour is required, the Contractor shall submit a proposal as to the details of the detour for approval by the Road Authority. If necessary to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route. Contractor shall undertake all notifications required for a road closure in consultation with the Municipality.

400.21 LOCATIONS OF EXISTING UTILITIES

The position of pole lines, conduits, watermains, sewers and other underground and overhead utilities are not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting work, the Contractor shall have all utilities located in accordance with the Ontario Underground Infrastructure Notification System Act.

All utilities shall be exposed to the satisfaction of the utility company to verify that the construction proposed will not conflict with the utility structure. Additional payment will be allowed for relocation of utilities if conflicts should occur.

The Contractor is responsible for protecting all located and exposed utilities from damage during construction. The Contractor shall assume liability for damage caused to all properly located utilities.

400.22 LANEWAYS

If no specific detail is provided for laneway crossings on the Drawings or in the Specifications the following shall apply:

- Pipe backfill shall be acceptable native material that can be compacted in place.
- Top 450mm of laneway backfill shall consist of 300mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
- Minimum cover on laneway culverts shall be 300mm.
- Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor.
- The width of surface restoration shall match the existing laneway.
- Contractor shall be responsible for correcting any backfill settlement during construction and during the warranty period.

The timing of laneway closures will be coordinated by the Contractor to the satisfaction of the landowner.

400.23 EXISTING CROSSING CLEANOUT

Where the Special Provisions require an existing crossing to be cleaned, the Contractor shall provide a bottom width and depth that provides capacity equivalent to the capacity of the channel on either side. Excavated materials shall be hauled away unless adjacent landowners give permission for leveling. Care shall be taken to ensure that existing abutments or any portion of the structure are not damaged or undercut. The method of removing the material is to be pre-approved by the Engineer.

400.24 FENCES

If the Contractor is responsible to remove and install fences, the following shall apply:

- All fences removed by a Contractor are to be re-erected in as good a condition as existing materials permit.
- All fences shall be properly stretched and fastened. Where directed by the Engineer, additional steel posts shall be placed to adequately support a fence upon re-erection.
- Where practical and where required by the landowner, the Contractor shall take down an existing fence at the nearest anchor post and roll the fence back rather than cutting the fence and attempting to patch it.
- Where fence materials are in such poor condition that re-erection is not possible, the Contractor shall replace the fence using equivalent materials. Such fence material shall be approved by the Engineer and the landowner. Where the Engineer approves new fence material, additional payment will be provided.

Any fences paralleling an open drain, that are not line fences, that hinder the proper working of the excavating machinery for drain construction or maintenance shall be removed and rebuilt by the landowner at their own expense. If such parallel fences are line fences they shall be removed and reinstalled by the Contractor.

No excavated or cleared material shall be placed against fences.

The installation of all fences shall be done to the satisfaction of the Engineer and the landowner.

400.25 LIVESTOCK

If any construction will be within a fenced field containing livestock that are evident or have been made known to the Contractor, the Contractor shall notify the owner of the livestock 48 hours in advance of access into the field. Thereafter, the owner shall be responsible for the protection of the livestock in the field during construction and shall also be liable for any damage to or by the livestock.

Where the owner so directs or where the Contractor has failed to reach the owner, the Contractor shall adequately re-erect all fences at the end of each working day. No field containing livestock shall have a trench left open at the end of the working day, unless the trench has been adequately backfilled or protected. Failure of the Contractor to comply with this paragraph shall render the Contractor liable for any damage to or by the livestock.

Where livestock may be encountered on any property the Contractor shall notify the Engineer to arrange for inspection of the work prior to backfilling.

400.26 STANDING CROPS

The Contractor shall not be held responsible for damages to standing crops within the working area for the drain. However, the Contractor shall notify the owner of the crops 48 hours prior to commencement of construction so as to allow the owner an opportunity to harvest or salvage the crop within the drain working area. If this advance notice is not given the Contractor may be liable for the loss of the standing crops.

400.27 CLEARING VEGETATION

400.27.1 General

The area for clearing, if not defined elsewhere, shall be 15m on each side of the drain.

400.27.2 Trees to Remain

Where it is feasible to work around existing trees that do not impede the function of the drainage works, the Contractor shall not remove any deciduous tree larger than 300mm and any coniferous tree larger than 200mm, unless authorized by the Engineer.

400.27.3 Incidental Clearing

Incidental clearing includes removal of trees, brush or other vegetation with an excavator during construction activities, and the cost is to be included in the price for the related construction activity.

400.27.4 Power Brushing

Power brushing includes removal of above-ground vegetation with a rotary brush cutter or other mechanical means. Stump and root removal is not required. Power brushed vegetation in a channel cross-section shall be removed and leveled in the working area. Excavated material may be placed and leveled on power brushed vegetation.

400.27.5 Close-Cut Clearing

Close-cut clearing includes removal of above-ground vegetation cut flush with the ground. Stump and root removal is not required.

400.27.6 Clearing And Grubbing

Clearing and grubbing includes removal of vegetation, including stumps and roots. Removal of earth from the grubbed area into the windrows or piles is to be minimized.

400.27.7 Disposal of Cleared Vegetation

400.27.7.1 In Bush Areas

Cleared vegetation is to be pushed into windrows or piles at the edge of the cleared area. Stumps and roots are to be piled first at the edge of the cleared area, followed by other vegetation (trunks, branches, etc.). Provisions for lateral drainage are required through all windrows. Windrows are not to block any laneways or trails. After removing cleared vegetation, the working area shall be leveled to the satisfaction of the Engineer.

400.27.7.2 In Field Areas

Cleared vegetation resulting from incidental clearing or power brushing may be hauled away, mulched in place or reduced to a size that permits cultivation using conventional equipment without causing undue hardship on farm machinery.

Cleared vegetation resulting from close-cut clearing or clearing and grubbing is to be hauled away to an approved location. Disposal sites may be in bush areas or other approved locations on the same farm. No excavated material shall be levelled over any logs, brush or rubbish of any kind.

400.27.8 Landowner Requested Salvage

A landowner may request that wood be separated from the windrows for the landowner's future use. This additional work would be eligible for extra payment, subject to the approval of the Engineer. The cost of the additional work would be assessed to the landowner.

400.27.9 Clearing by Landowner

Wherever the Special Provisions indicate that clearing may be undertaken by the landowner, work by the landowner shall be in accordance with the Clearing Vegetation requirements of this specification and must be completed so as not to cause delay for the Contractor. If the landowner does not complete clearing in accordance with these requirements, the Contractor will undertake the clearing at a price approved by the Engineer.

400.28 ROCK REMOVAL

400.28.1 General

Rock shall be defined as bedrock and boulders that are greater than one-half cubic metre in size and that require blasting or hoe-ram removal. Bedrock or boulders that can be removed with a standard excavator bucket are not considered rock removal.

400.28.2 Blasting Requirements

All blasting shall be performed by a competent, qualified blaster in accordance with OPSS 120. Blasting mats are required. A pre-blast survey meeting the requirements of OPSS 120 must be completed for any structure within 200m of any blasting. The cost for pre-blast survey shall be included in the tender price for rock removal.

400.28.3 Typical Sections and Pay Limits

For tile drains and road culverts, rock shall be removed to 150mm below the proposed grade shown on the profile so that pipes are not in direct contact with rock. The width of rock removal shall be 1m minimum or the diameter of the pipe plus 600mm.

For open drains, rock removal shall match the proposed grade and bottom width shown on the Drawings. Side slopes shall be vertical or sloped outward. Side slopes shall be free of loose rock when excavation is completed.

Payment for the quantity of rock removed will be based on the typical sections described in these specifications and confirmed by field measurements. There will be no payment for overbreak.

400.28.4 Disposal of Rock

Excavated rock shall be piled at the edge of the working area at locations designated by the landowner. The cost to pile excavated rock shall be included in the tender price for rock removal. If the Special Provisions or the landowner require excavated rock to be hauled away, additional payment will be considered.

Where approved by the Engineer, excavated rock may be used in place of imported riprap.

400.29 **SEEDING**

400.29.1 General

Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Areas that remain grassed after construction may not need to be seeded unless directed otherwise by the Engineer.

400.29.2 Drainage Works and Road Allowances

All disturbed ditch banks, berms and road allowances are to be seeded at the end of the day.

The following seed mixture shall be applied at 60kg/ha using a mechanical (cyclone) spreader:

- 35% Creeping Red Fescue
- 25% Birdsfoot Trefoil
- 25% Kentucky Bluegrass
- 10% Cover Crop (Oats, Rye, Barley, Wheat)
- 5% White Clover

Provide temporary cover for late fall planting by adding an additional 10 kg/ha of rye or winter wheat.

400.29.3 Hydroseeding

Where hydroseeding is specified, disturbed areas will be restored by the uniform application of a standard roadside mix, fertilizer, mulch and water at a rate of 2,000 kg/ha and be in accordance with OPSS 804.

400.29.4 Seeding Lawns

Unless specified otherwise, lawn areas shall be seeded with Canada No. 1 lawn grass mixture applied at 300 kg/ha using a mechanical (cyclone) spreader on 100mm of topsoil. Fertilizer shall be 5:20:20 or 10:10:10 applied at 300 kg/ha. Seed and fertilizer shall be applied together. Contractor shall arrange for watering with landowners.

400.29.5 Sod

Where sod is specified, sod is to be commercial grade turfgrass nursery sod, Kentucky Bluegrass placed on 50mm of topsoil. Fertilizer shall be 5-20-20 applied at 10kg/ha. Place sod in accordance with supplier instructions. Contractor is responsible for saturating the sod with water on the day of sod placement. Subsequent watering is the responsibility of the landowner.

400.30 EROSION CONTROL BLANKETS

Erosion Control Blankets (ECB) shall be biodegradable and made of straw/coconut (Terrafix SC200, Nilex SC32 or equal) or coconut (Terrafix C200, Nilex C32 or equal) with photodegradable, double net construction. The blanket and the staples shall be supplied and installed as per OPSS 804.

Erosion control blanket shall be placed and stapled into position as per the manufacturer's installation instructions on slopes as directed by the Engineer. Blankets shall be installed in direct contact with the ground surface to form a uniform, cohesive mat over the seeded earth area. The blankets are to be single course with 150mm overlap between blankets and joints are to be staggered. The Contractor shall ensure that the ECB is anchored to the soil and that tenting of the ECB does not occur.

On slopes, when the ECB cannot be extended 1m beyond the crest of the slope, the uppermost edge of the ECB shall be anchored in a 150mm wide by 150mm deep trench. The trench shall be backfilled with earth and compacted.

400.31 SEDIMENT CONTROL

400.31.1 General

Contractor shall install sediment control features at the downstream limits of the project and at other locations as shown on the drawings or directed by the Engineer.

Sediment control features shall be installed prior to any excavation taking place upstream of that location. The Contractor shall maintain all sediment control features throughout construction and the warranty period.

Sediment that accumulates during construction shall be removed and levelled as required.

400.31.2 Flow Check Dams

400.31.2.1 <u>Temporary Straw Bale Flow Check Dam</u>

The straw bale flow check dam shall consist of a minimum of 3 bales. Each bale is to be embedded at least 150mm into the channel bottom and shall be anchored in place with 2 T-bar fence posts or 1.2m wooden stakes driven through the bale.

Straw bales shall be hauled away at the end of the warranty period. Accumulated sediments shall be excavated and levelled when the temporary straw bale flow check dam is removed.

400.31.2.2 <u>Temporary Rock Flow Check Dam</u>

The temporary rock flow check dam shall extend to the top of the banks so that dam overtopping does not cause bank erosion. Rock shall be embedded a minimum of 150mm into the ditch bottom and banks. No geotextile is required for temporary rock flow check dams.

Accumulated sediments shall be excavated and levelled when the temporary rock flow check dam is removed at the conclusion of the warranty period.

400.31.2.3 <u>Permanent Rock Flow Check Dam</u>

The requirements of temporary rock flow check dams shall apply except rock shall be placed on geotextile and the dam shall remain in place permanently.

400.31.3 Sediment Traps

400.31.3.1 General

The channel bottom shall be deepened in accordance with the dimensions provided in the Drawings or Special Provisions. If dimensions are not specified on the Drawings, the sediment trap shall be excavated within the channel cross-section at least 0.3m below the design grade.

The Contractor will monitor the sediment trap during construction and cleanout accumulated sediments as required to maintain the function of the sediment trap.

If specified to be temporary, no sediment trap maintenance is required after construction is complete.

If specified to be permanent, the contractor will clean out the sediment trap at the conclusion of the warranty period, unless directed otherwise by the Engineer.

400.31.3.2 Sediment Trap with Flow Check Dam

A permanent rock sediment trap shall include a permanent sediment trap and a rock flow check dam.

A temporary rock/straw sediment trap shall include a temporary sediment trap and a rock/straw flow check dam.

400.31.4 Turbidity Curtains

A turbidity curtain is required when there is permanent water level/flow and a sediment trap is not feasible.

Turbidity curtains shall be in accordance with OPSS 805 and installed per manufacturer's instructions.

Turbidity curtains shall be sized and anchored to ensure the bottom edge of the curtain is continuously in contact with the waterbody bed so that sediment passage from the enclosed area is prevented. The curtain must be free of tears and capable of passing the base flow from the drainage works. Turbidity curtain locations may be approved by the Engineer.

Turbidity curtains are to remain functional until work in the enclosed area is completed. Prior to relocating or removing turbidity curtains, accumulated sediment is to be removed from the drain and levelled.

Where a turbidity curtain remains in place for more than two weeks it shall be inspected for damage or clogging and replaced, repaired or cleaned as required.

400.31.5 Silt Fence

Silt fence shall be in accordance with OPSS 805.07.02.02 and OPSD 219.110 (light-duty).

400.32 GRASSED WATERWAYS AND OVERFLOW SWALES

Grassed waterways and overflow swales typically follow low ground along the historic flow route. The cross-section shall be saucer shaped with a nominal 1m bottom width, 8:1 side slopes and 300mm depth unless stated otherwise in the Special Provisions.

All grassed waterways are to be permanently vegetated. Grassed waterways shall be seeded with the following permanent seed mixture: 50% red fescue, 45% perennial ryegrass and 5% white clover, broadcast at 80 kg/ha. Fertilizer to be 7-7-7 applied at 80 kg/ha.

Provide temporary cover for late fall planting by adding an additional 10 kg/ha of rye or winter wheat.

Overflow swales may be cropped using conventional farming practice.

400.33 BUFFER STRIPS

Open drains shall include minimum 3m wide, permanently vegetated buffer strips on each side of the drain. Catchbasins shall include a minimum 1m radius, vegetated buffer strip around the catchbasin.

Cultivation of buffer strips using conventional farming practice may be undertaken, provided sediment transport into the drain is minimized.

400.34 MAINTENANCE CORRIDOR

The maintenance corridor along the route of the drain, as established in the report, shall be kept free of obstructions, ornamental vegetation and structures. When future maintenance is undertaken, the cost of removing such items from the corridor shall be assessed to the landowner.

400.35 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor or any landowner shall not spill or cause to flow any polluted material into the drain that is not acceptable to the MECP. The local MECP office and the Engineer shall be contacted if a polluted material enters the drain. The Contractor shall refill or repair equipment away from open water. If the Contractor causes a spill, the Contractor is responsible to clean-up the spill in accordance with MECP clean-up protocols.

400.36 SPECIES AT RISK

If a Contractor encounters a known Species At Risk designated by the MECP, MNRF or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines for work around the species.

STANDARD SPECIFICATIONS

FOR

OPEN DRAINS

TABLE OF CONTENTS

4	10.1	DES	SCRIPTION	. 1
4	10.2	MA	TERIALS	. 1
4	10.3	COI	NSTRUCTION	. 1
	410.3.	.1	Excavation	. 1
	410.3.	.2	Low Flow Channels	. 1
	410.3.	.3	Line	. 1
	410.3.	.4	Grade Control	. 1
	410.3.	.5	Variation from Design Grade	. 2
	410.3.	.6	Excavated Material	. 2
	410.3.	.7	Excavation at Existing Bridge and Culvert Sites	. 3
	410.3.	.8	Bridges and Culverts	. 3
	410.3.	.9	Obstructions	. 3
	410.3.	.10	Tile Outlets	. 4
	410.3.	.11	Completion	. 4

410.1 DESCRIPTION

Work under this item shall include the supply of labour, equipment and materials required for: channel excavation to the cross-section specified, leveling or disposal of all excavated material (spoil) as directed, reconstruction of all intercepted drains as required and any other items related to open drain construction as required by the Schedule of Tender Prices, Special Provisions or the Drawings.

410.2 MATERIALS

Refer to Section 400, Standard Specifications for Drain Construction for any materials required for open drain construction.

410.3 CONSTRUCTION

410.3.1 Excavation

The bottom width and the side slopes of the ditch shall be as shown on the profile drawing. If the channel cross-section is not specified in the Special Provisions it shall be a 1m bottom width with 1.5m horizontal to 1m vertical (1.5:1) bank slope. At locations along the drain where the specified side slopes change there shall be a transitional length of not less than 5m between the varying side slopes. At locations along the drain where the specified bottom width changes there shall be a transitional length of not less than 5m. In all cases there shall be a smooth transition between changes in any part of the channel cross-section. Where the bottom width of the existing ditch matches the specified bottom width, ditch excavation shall be completed without disturbing existing banks.

410.3.2 Low Flow Channels

Unless specified otherwise in the Special Provisions, all intermittent open drains with a bottom width greater than 1.8m and a grade less than 0.07%, shall have a low flow channel. The bottom of the low flow channel shall be the grade shown on the profiles.

The low flow channel shall have a U-shaped cross-section with an average top width of 0.5m and a minimum depth of 0.3m. The low flow channel will not be seeded and may meander along the main channel bottom provided it remains at least .3m from the toe of main channel bank slope.

410.3.3 Line

The drain shall be constructed according to the alignment shown on the drawings or shall follow the course of the existing ditch. All bends shall have a minimum inside radius of 2m. There shall be a smooth transition between changes in the channel alignment. The Contractor shall contact the Engineer before removing any bends or irregularities in an existing ditch.

410.3.4 Grade Control

The profile shows the grade line for the bottom of the ditch. Cuts may be shown on the profile from the existing top of bank and/or from the existing ditch bottom to the new ditch bottom. These cuts are shown for the convenience of the Contractor and are not recommended for quantity estimate or grade control. Accurate grade control must be maintained by the Contractor during ditch excavation. The ditch bottom elevation should be checked every 50 metres and compared to the elevation on the profile.

Benchmarks are identified on the Contract Drawings. The Engineer will confirm all benchmark elevations prior to construction.

410.3.5 Variation from Design Grade

A variation of greater than 25mm above the design grade line may require re-excavation. Excavation below design grade up to 150mm is recommended so that sediment accumulation during or following excavation will not place the ditch bottom above the design grade at completion. Under some circumstances the Engineer may direct that over excavation greater than 200mm will have to be backfilled. No additional payment will be made if backfilling is required to remedy over excavation.

410.3.6 Excavated Material

410

Excavated material (spoil) shall be deposited on either or both sides of the drain within the specified working area as directed in the Special Provisions. The Contractor shall verify the location for the spoil with each landowner before commencing work on their property. If not specified, spoil shall be placed on the low side of the ditch or opposite trees and fences. The spoil shall be placed a minimum 1m from the top of the bank. No excavated material shall be placed in tributary drains, depressions, or low areas such that water is trapped behind the spoil bank. Swales shall be provided through the leveled or piled spoil at approximately 60m intervals to prevent trapping water behind the spoil bank.

The excavated material shall be placed and leveled to a maximum depth of 250mm; unless otherwise instructed. If excavating more than 450mm topsoil shall be stripped, stockpiled separately and replaced over the leveled spoil, unless stated otherwise in the Special Provisions. The edge of the spoil bank furthest from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with conventional equipment without causing undue hardship on farm machinery.

Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps and roots from the working area. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones in the leveled spoil that are greater than 300mm in diameter shall be moved to the edge of the spoil bank nearest to the ditch but in general no closer than 1m to the top of bank.

Lateral channels that outlet into the drain shall be tapered over a distance of 10m to match the grade of drain excavation. No additional payment will be made for this work.

Where the elevation difference between the lateral channel and the drain is greater than 450mm, a rock chute or similar bank protection approved by the Engineer shall be provided. Additional payment may be allowed for this work.

Where it is specified to straighten any bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no additional payment will be allowed for backfilling the existing ditch.

The Contractor shall contact the Engineer if a landowner indicates in writing that spoil on the owner's property does not need to be leveled. The Engineer may release the Contractor from the obligation to level the spoil and the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. Final determination on whether or not the leveling of spoil meets the specification shall be made by the Engineer.

410.3.7 Excavation at Existing Bridge and Culvert Sites

The Contractor shall excavate the drain to the specified depth under all bridges and to the full width of the structure unless specified otherwise in the Special Provisions. All necessary care and precautions shall be taken to protect permanent structures. Temporary bridges may be removed and left on the bank of the drain. In cases where the design grade line falls below the top of footings, the Contractor shall take care to not over-excavate below the grade line. The Contractor shall notify the Engineer if excavation of the channel exposes the footings of the bridge or culvert, so the Engineer can make an evaluation.

The Contractor shall clean through all pipe culverts to the grade line and width specified on the profile. The Contractor shall immediately contact the Engineer after a culvert cleanout if it is found that the culvert bottom is above the grade line or where the structural integrity of the culvert is questionable.

Material resulting from cleanout through bridges or culverts shall be levelled on the adjacent private lands or hauled offsite at the expense of the bridge/culvert owner.

410.3.8 Bridges and Culverts

The size and material for any new ditch crossings shall be as outlined in the Special Provisions.

For culvert installation instructions, refer to the General Specifications for Drain Construction and the Drawings.

Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications.

If directed on the drawings that the existing crossing is to be salvaged for the owner, the Contractor shall carefully remove the existing crossing and place it beside the ditch or haul to a location as specified by the owner. If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site must be approved by the Engineer and the owner.

All new pipe crossings shall be installed at the invert elevations as specified on the Drawings, usually a minimum of 50mm below design grade. If the ditch is over excavated greater than 200mm below design grade the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

For backfill and surface restoration, refer to the General Specifications for Drain Construction and the Drawings.

Installation of private crossings during construction must be approved by the Engineer.

410.3.9 Obstructions

All trees, brush, fallen timber and debris shall be removed from the ditch cross-section and as required for spreading of the spoil. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas all cleared material may be pushed into piles or rows along the edge of the cleared path and away from leveled spoil. All dead trees along either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed and put in piles, unless directed otherwise by the Engineer.

410.3.10 Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet or the tile upstream is damaged due to construction, it shall be replaced at the Contractor's expense. Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. In all cases, if an existing tile outlet requires replacement the Contractor shall confirm the replacement tile outlet with the Engineer. Where riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any tile outlet becomes plugged as a result of construction, the Contractor shall remove the obstruction.

410.3.11 Completion

At the time of final inspection, all work in the contract shall have the full dimensions and cross-sections specified.

STANDARD SPECIFICATIONS

<u>FOR</u>

TILE DRAINS

TABLE OF CONTENTS

420.1	DESCRIPTION	1
420.2	MATERIALS	1
420.3	CONSTRUCTION	1
420.3.1		
420.3.2		1
420.3.3		2
420.3.4		2
420.3.5	5 Installation	2
420.3.6		3
420.3.7		3
420.3.8		4
420.3.9	2.40.,	
420.3.1		
420.3.1		4
420.3.1		4
420.3.1		
420.3.1	14 Junction Boxes	5

420 STANDARD SPECIFICATIONS FOR TILE DRAINS

420.1 DESCRIPTION

Work under this specification will consist of supplying, hauling, laying and backfilling subsurface drainage conduit with the conduit materials as described on the Drawings and in the location, depth and invert grade as shown on the Drawings. In this specification the word "tile" will apply to all described conduit materials. Lengths are in millimeters (mm) and meters (m).

The work shall include the supplying of all labour, tools, equipment and extra materials required for the installation of the tile; the excavation and backfilling of the trenches; the hauling, handling, placing and compaction of the excavated material for backfill, the loading, hauling, handling and disposal of surplus excavation material; the removal and replacing of topsoil and sod where required by the Engineer.

All existing laterals crossed by the new line shall be reconnected in an approved manner. Either special manufactured connections shall be used or another method of sealing connections as approved by the Engineer. The Contractor shall also construct catchbasins, junction boxes and other structures where directed by the Engineer.

Except where complete removal of an existing pipe is required by new construction, existing pipes to be abandoned shall be sealed with a concrete or mortar plug with a minimum length of 300mm to the satisfaction of the Engineer.

Sections 6 and 7 of the current version of the *Drainage Guide for Ontario*, OMAFRA Publication 29 shall provide a general guide to all methods and materials to be used in the construction of tile drains except where superseded by this Contract.

The licensing requirements of the *Agricultural Tile Drainage Installation Act, 1990* will not be applicable to this Contract unless specified otherwise by this Contract.

420.2 MATERIALS

Refer to Section 400, Standard Specifications for Drain Construction for any materials required for tile drain construction.

420.3 CONSTRUCTION

420.3.1 Outlet

A tile drain outlet into a ditch or creek shall be protected using a 6m length of rigid pipe with a hinged grate for rodent protection. Maximum spacing between bars on the rodent grate shall be 50mm. Material for rigid pipe will be specified in the Special Provisions, plastic pipe is preferred. The joint between the rigid pipe and the tile drain shall be wrapped with filter fabric. All outlets will be protected with rock riprap to protect the bank cut and as a splash apron. In some locations riprap may also be required on the bank opposite the outlet. The quantity of riprap required will be specified in the Special Provisions. A marker stake as approved by the Engineer shall be placed at each tile outlet.

420.3.2 Line

The Engineer will designate the general location of the new drain. A landowner may indicate a revised location for the drain which must be approved by the Engineer. Where a change in alignment is required that is not accommodated in a catchbasin, junction box or similar structure the alignment change shall run on a curve with a radius not less than the minimum installation radius specified for the tile material.

The Contractor shall exercise care to not disturb any existing tile drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where an existing tile is disturbed or damaged the Contractor shall perform the necessary correction or repair with no additional compensation.

NOTE: It is the Contractor's responsibility to ascertain the location of, and to contact the owners of all utility lines, pipes and cables in the vicinity of drain excavations. The Contractor shall be completely responsible for all damages incurred.

420.3.3 Grade Control

Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times during tile installation. The tile invert elevation should be checked every 50m and compared to the elevation on the profile.

Benchmarks are identified on the Contract Drawings. The Engineer will confirm all benchmark elevations prior to construction.

420.3.4 Variation from Design Grade

No reverse grade will be allowed. A small variation in grade can be tolerated where the actual capacity of the drain exceeds the required capacity. The constructed grade should be such that the drain will provide the capacity required for the drainage area. Constructed grade should not deviate from design grade by more than 10% of the internal diameter for more than 25m. Grade corrections shall be made gradually over a distance not less than 10m.

420.3.5 Installation

At each work stoppage, the exposed end of the tile shall be covered by a tight fitting board or metal plate. No installed tile shall be left exposed overnight. Any tile damaged or plugged during construction shall be replaced or repaired at the Contractor's expense.

Topsoil over the trench shall be stripped, stockpiled separately and replaced after the trench is backfilled. Where installation is across a residential lawn, existing sod over the trench shall be cut, lifted and replaced in a workmanlike manner or new sod laid to match pre-construction conditions.

420.3.5.1 Installation of Concrete Tile

Concrete tile shall be installed by a wheel trencher unless an alternate method of construction is noted on the Drawings.

Digging of the trench shall start at the outlet end and proceed upstream. The location and grade shall be as shown on Drawings but shall be liable to adjustment or change by the Engineer on site with no additional payment allowed except where the change involves increased depth of cut beyond the limitation of the wheel trencher in use at the time of the change. The trench width measured at the top of the tile should be at least 150mm greater than the tile diameter.

The bottom of the trench is to be cut accurately to grade and shaped so that the tile will be embedded in undisturbed soil or in a compacted bed at least for 10% of its overall height. Where hard shale, boulders or other unsuitable bedding material is encountered, the trench shall be excavated to 75mm below grade and backfilled with granular material compacted to a shaped, firm foundation. If the trench is overcut below the proposed grade, it is to be backfilled with granular material to the correct grade and compacted to a shaped, firm foundation.

Where the depth for the tile installation exceeds the depth capacity of the wheel trencher the Contractor shall excavate a trench of sufficient depth so that the wheel trencher can install the tile at the correct depth

and grade. The tender price shall include the cost of the additional excavation and backfilling and stripping and replacing topsoil over the trench.

The inside of the tile is to be kept clean during installation. All soil and debris should be removed before the next tile is laid. Maximum spacing at joints between tiles should be about 3mm. Directional changes can be made without fittings or structures provided the centre-line radius of the bend is not less than 15m radius. The tiles are to be beveled, if necessary, to ensure close joints on all bends.

All tile joints and connections with other pipe materials are to be fully and tightly wrapped with a minimum 300mm width of geotextile drain wrap. A 150mm overlap on top is required. No additional payment will be made for joint wrapping.

420.3.5.2 Installation of Corrugated Plastic Tubing

Corrugated plastic tubing shall be installed by a drainage plow or wheel trencher unless an alternate method of construction is specified on the Drawings. For other installation methods, proper bedding and backfill is required to maintain the structural integrity of the plastic tubing so that surface and earth loads do not deflect the tubing by more than 20% of its nominal diameter.

For all installation methods:

- the plastic tubing should not be stretched by more than 7% of its normal length
- protect tubing from floating off grade when installing in saturated soil conditions
- directional changes can be made without fittings provided the centre-line radius of the bend is not less than five times the tubing diameter

Drainage plow equipment should construct a smooth bottomed opening in the soil and maintain the opening until the tubing is properly installed. The size of the opening in the soil should conform closely to the outside diameter of the tubing.

420.3.5.3 Installation of Concrete Sewer Pipe or Plastic Pipe

The Contractor may install pipe using a wheel trencher. For concrete sewer pipe, the bells must be recessed.

The Contractor may install pipe using an excavator by shaping the bottom of the trench to receive and support the pipe over 10% of its diameter if the trench is backfilled with native material. Shaping the trench bottom is not required where 150mm of granular bedding is placed to the satisfaction of the engineer.

420.3.6 Backfilling

All tile should be blinded by the end of the day's work to protect and hold them in place against disturbances. After tile is inspected, it shall initially be backfilled with a minimum cover of 300mm.

For blinding and initial backfilling use clean native soil with no organic matter. Initial backfill shall be tamped around the pipe by backhoe bucket or similar if directed by the Engineer.

The tile shall be backfilled with native material such that there is a minimum cover of 600mm. In addition, a sufficient mound must be placed over the trench to ensure that no depression occurs after settling along the trench.

420.3.7 Tile Connections

All lateral drains encountered along the route of the new tile drain are to be connected to the new drain if the intercepted tile are clean and do not contain polluted water. Lateral drains that are full of sediments or contain polluted waters will be addressed by the Engineer at the time of construction. All lateral drains are to be connected to the new tile using a pipe material and size that will provide the same flow capacity as the existing lateral drain unless a different connection is described in the Special Provisions. Corrugated plastic tubing can be used for all tile connections. Tubing can be solid or perforated, filter sock is not required.

Contractor is responsible for installation and backfilling in a manner than maintains the structural integrity of the connection. Manufactured fittings should be used to ensure tight connections. Where an opening must be made in the new tile drain for a connection, the opening shall be field cut or cored. After the opening is cut in the new tile any gaps or voids around the connection shall be sealed with mortar, low-expanding spray foam or geotextile. Lateral tubing shall not protrude more than 25mm beyond the inside wall of the new tile drain. The Contractor shall ensure than any material used to seal the connection does not protrude beyond the inside wall of the new tile drain.

All connections that are described in the Special Provisions are considered to be part of the original Contract price. For all other connections the Contractor will be paid in accordance with the price established in the Schedule of Tender Prices. The Contractor must list all connections on the Lateral Connection Summary sheet, if included in the Special Provisions, in order to qualify for payment. The Lateral Connection Summary sheet describes all tile encountered based on location (station), side of trench, size and type of tile and approximate length and type of material used for the connection.

420.3.8 Stones and Rock

The Contractor shall immediately contact the Engineer if bedrock or stones of sufficient size and number are encountered such that installation by wheel trencher cannot continue. The Engineer may direct the Contractor to use some other method of excavation to install the tile. The basis of payment for such extra work shall be determined by the Engineer. Stones greater than 300mm in diameter that are removed during excavation shall be disposed of by the Contractor at an offsite location. No additional payment for excavating or hauling these stones will be provided.

420.3.9 Brush. Trees and Debris

Unless stated otherwise in the Special Provisions, the following requirements shall apply for installation of a tile drain in a wooded area. The Contractor will clear and grub a minimum corridor width of 30m centered on the tile drain alignment. The resulting debris shall be placed in a windrow along the edge of the working area. No additional payment will be made for such work.

420.3.10 Subsoil Instability

If poor subsoil conditions are encountered during tile installation by wheel trencher an attempt shall be made to install the tile with a continuous geotextile underlay in the trench bottom. The cost of the underlay, if approved by the Engineer, will be paid as an extra. If the continuous geotextile underlay is not sufficient then the tile will be installed by backhoe or excavator on a bedding of 19mm clear crushed stone (300mm depth) to achieve trench bottom stability for the new tile. If approved, the above work will be paid based on the unit price provided on the Form of Tender. The unit price shall include the cost to supply and place the stone. If more than 300mm depth of stone is required for bottom stability, additional payment will be allowed for the additional depth of stone. The additional quantity of stone shall be supported by weigh tickets and the suppliers invoice.

If poor subsoil conditions are encountered during tile installation by backhoe or excavator, the tile shall be installed on stone bedding as noted above. For this installation only the material cost of the stone will be paid as an extra. Supply of stone and cost to be supported by weigh tickets and supplier's invoice.

If the subsoil is a fine grained soil it may necessary to place the stone on a geotextile with the geotextile wrapped over the stone before laying the tile. Additional payment will be allowed to supply and install the geotextile.

420.3.11 Broken or Damaged Tile

The Contractor shall dispose of all damaged or broken tile and broken tile pieces off-site.

420.3.12 Excess Tile

All excess tile shall be removed from the job site.

420.3.13 Catchbasins

420.3.13.1 General

All catchbasins shall have minimum inside dimensions matching the dimensions shown on the Drawings. Contractor is responsible for ordering catchbasins to match the inlet and outlet connections and top elevations required by the Special Provisions and the Drawings.

420.3.13.2 Materials

Requirements in this section apply to catchbasins in non-travelled locations. Where catchbasins are proposed for travelled locations, refer to the Special Provisions and the Drawings for applicable OPSD information.

Precast concrete catchbasins shall be manufactured by as Coldstream Concrete or approved equal. Minimum wall thickness for catchbasins without reinforcement is 150mm and with reinforcement 100mm. The joints between precast catchbasin sections shall be protected with geotextile to prevent soil material from entering into the catchbasin. Joint protection using mortar or water tight barrier is also acceptable. Grates are to be birdcage grates as manufactured by Coldstream Concrete or approved equal unless specified otherwise on the Drawings. All grates to be secured with corrosion resistant hardware.

HDPE catchbasins shall be as fabricated by ADS, Armtec, Hancor or approved equal. Steel catchbasins shall be the Heavy Duty Steel Catch Basin as manufactured by AgriDrain or approved equal. PVC catchbasins shall be Nyloplast as manufactured by ADS or approved equal. HDPE, steel and PVC catchbasins shall be supplied with integral stubouts fabricated by the manufacturer and sized according to the pipe connections shown on the Drawings. Grates for HDPE, steel or PVC catchbasins shall be in accordance with the Special Provisions and manufacturer recommendations.

Marker stakes as supplied by Coldstream Concrete or equal are to be placed beside each catchbasin unless specified otherwise on the Drawings.

420.3.13.3 Installation

All tile or pipe connected to concrete catchbasins shall be mortared or secured in place so that no gaps remain at the connection. Mortar is to be applied on both the inside and outside wall surfaces.

Backfill around all new catchbasins is recommended to be 19mm clear crushed stone to avoid future settlements. The Contractor shall be responsible for backfilling all settlement areas around catchbasins during the contract warranty period. No additional payment will be provided for adding backfill to settlement areas around catchbasins.

All catchbasin sumps to be fully cleaned by the Contractor after completion of drain installation and backfilling.

420.3.14 Junction Boxes

Junction boxes shall be precast concrete to the same specification as above for catchbasins except that the junction box shall have a solid lid. The lid shall be a minimum of 125mm thick with wire mesh reinforcement and 2 lifting handles. The top of the junction box should have a minimum ground cover of 450mm.



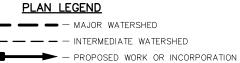
THE POSITION OF POLE LINES, CONDUITS, WATERMAINS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL BE INFORMED OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

NOTES:

-ALL ROLL NUMBERS IN TOWNSHIP OF WILMOT BEGIN WITH: 30-18-010-

BENCHMARKS

BM#2 CUT-X TOP TWIN ARCH MULTI-PLATE CSP 2.55 HIGHx4.5m WIDE (NORTH CULVERT), EAST SIDE OXFORD RD #5 AT KUNTZE DRAIN CROSSING ELEV. 327.803



- EXISTING DRAIN

- DITCH OR WATERCOURSE EXISTING "B DRAIN" TO BE ABANDONED OF STATUS UNDER DRAINAGE ACT

- COUNTY/TOWNSHIP BOUNDARY

- DENOTES PROPERTY OWNERSHIP ON BOTH SIDES OF LOT LINE

(12.8) - APPROXIMATE HECTARES IN WATERSHED - HECTARES OWNED

001-05700 - ASSESSMENT ROLL NUMBER

- AREA TILED IN/OUT OF WATERSHED (ASSESSED AT 1/2 RATE)

DESIGNED BY: C.J.M. CHECKED BY: J.W.K. DRAWN BY: C.J.M.

CHECKED BY: A.M.P.



<u>SCALE</u> 100 200m SCALE 1: 10,000 (ON 11"x17")

DELTON REIBLING MUNICIPAL DRAIN

REGION OF WATERLOO

TOWNSHIP OF WILMOT

WATERSHED

FEB. 7, 2023

K. SMART ASSOCIATES LIMITED

JOB NUMBER: 20-328 1 OF 4

