

**CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK COUNCIL  
2018 - 2022**

**AGENDA**

**for the Meeting to be held on Wednesday August 3, 2022 at the  
Innerkip Community Centre, 695566 17<sup>th</sup> Line, Innerkip, Ontario, at 9:00 a.m.**

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1. Call to order and opening remarks
2. Approve Agenda
3. Disclosure of Pecuniary Interest and General Nature Thereof
4. General Business:
  - a) Confirm July 6, 2022 Council Meeting Minutes
5. Delegations & Appointments:
  - a) 9:15 a.m. – Court of Revision (Witzel Drain 2022)
  - b) 9:30 a.m. – ZBA Application 2-22-04 (Witzel)
  - c) 10:00 a.m. – Christene Scrimgeour (Scrimgeour & Co.) –  
2021 Draft Financial Statements
6. Reports of Municipal Officers and Committees:
  - a) Conferences and Seminars
  - b) County Council – Updates & Questions
  - c) Staff Reports – Updates & Questions
  - d) July 20, 2022 Police Services Board Minutes
  - e) Staff Report - #CBO2022 – 13 re: Building, Development & Drainage Reporting
  - f) Staff Report - #PW2022 – 08 re: Public Works Reporting
  - g) Staff Report - #FC2022 – 07 re: Fire Department Reporting
  - h) Staff Report - #BCO2022 – 07 re: By-law Compliance Reporting
  - i) Staff Report - #CSM2022 – 10 re: Corporate Services Reporting
  - j) Staff Report - #CAO2022 – 12 re: CAO-Treasury Reporting
  - k) Staff Report - #CAO2022 – 13 re: Parks & Recreation Service Delivery (Staffing)
  - l) Staff Report - #CAO2022 – 14 re: Tavistock Spray Pad
  - m) Staff Report - #CAO2022 – 15 re: Township Office Tender Results
7. By-laws:
  - a) By-law #2022-24 – Witzel Drain 2022 Provisional By-law (3<sup>rd</sup> Reading)
8. Other and Unfinished Business:
9. Closed to the Public Session \*as authorized under s. 239 of the Municipal Act\*:
10. Confirming By-law
11. Adjourn

Placeholder Page for Agenda Item 1 –  
Call to order and opening remarks

Use this page to note any opening remarks  
you wish to make.

2.

## Placeholder Page for Agenda Item 2 – Approval of the Agenda

Use this page to note items you would like added to the agenda.

3.

### Placeholder Page for Agenda Item 3 – Disclosure of Pecuniary Interest

Use this page to note any Pecuniary Interests  
you wish to declare at the meeting.



The Council of the Township of East Zorra-Tavistock met at the Innerkip Community Centre, Innerkip, Ontario at 9:00 a.m. on Wednesday July 6, 2022.

Members Present: Mayor Don MCKAY, Deputy Mayor Don EDMISTON and Councillors Matthew GILLESPIE, Phil SCHAEFER and Jeremy SMITH.

Members Absent: Councillors Margaret LUPTON and Scott RUDY.

Staff Present: CAO-Treasurer Karen DePrest, Clerk Will Jaques, CBO John Scherer, Public Works Manager Tom Lightfoot, Fire Chief Scott Alexander, Deputy CBO/ Drainage Superintendent Connor Occleston, Deputy Treasurer Andrea Rice and Human Resources/ Safety Coordinator Jennifer Albrecht.

Mayor MCKAY welcomed everyone to the meeting. Councillor SMITH provided an overview of the recent Canada Day weekend celebrations in Innerkip. Councillor SMITH also made mention of the newly installed accessible swings in Innerkip, Hickson and Tavistock.

- Approve  
Agenda
1.

Moved by: Matthew GILLESPIE  
Seconded by: Jeremy SMITH  
Resolved that Council approve the agenda for the July 6, 2022, meeting as printed and circulated.
- CARRIED.

**PECUNIARY INTERESTS:**

- N/A
- Confirm  
Minutes -  
Council

2.

Moved by: Don EDMISTON  
Seconded by: Phil SCHAEFER  
Resolved that Council confirm the Minutes of the June 15, 2022 Council Meeting, as printed and circulated.

CARRIED.

**Correspondence & Reports – No Resolutions:**

- South-West Oxford – Energy Performance Tiers (Resolution)
- UTRCA – June 2022 FYI
- Oxford County – 2021 Curbside Waste Audit and ORRT Review
- Xplornet – Proposed Telecommunications Tower (Site ON8341 Braemar North)
- Staff Report - #CBO2022 – 11 re: Building, Development & Drainage Reporting
- Staff Report - #PW2022 – 07 re: Public Works Reporting
- Staff Report - #BCO2022 – 06 re: By-law Compliance Reporting
- Staff Report - #CSM2022 – 08 re: Corporate Services Reporting
- Staff Report - #CAO2022 – 11 re: CAO-Treasury Reporting

**Correspondence & Reports – Resolutions Following:**

South-West  
Oxford – Energy  
Performance  
Tiers  
(Resolution)

Council reviewed the correspondence from the Township of South-West Oxford regarding Energy Performance Tiers.

UTRCA –  
June 2022 FYI

Council reviewed the June 2022 FYI from the Upper Thames River Conservation Authority. Council reviewed the information provided by Councillor LUPTON, from the recent UTRCA Board Meeting.

Oxford County–  
2021 Curbside  
Waste Audit  
and ORRT  
Review

Council reviewed the correspondence from the County of Oxford regarding the 2021 Curbside Waste Audit and Organics Resource Recovery Technology (ORRT) Review.

Xplornet –  
Proposed  
Telecomm.  
Tower  
(Site ON8341  
Braemar North)

Council reviewed the correspondence from VARCON, on behalf of Xplornet Communications Inc., regarding a proposed telecommunications tower to be located at 496313 10th Line, Tavistock, on lands owned by Wendy lee Walters and James Lloyd Walters.

Engineer's  
Report – Witzel  
Drain 2022

At 9:20 a.m., Curtis MacIntyre of K. Smart and Associates Ltd. presented the engineer's report for the Witzel Drain 2022 project.

Questions and comments were made by Council to the Engineer. No assessed landowners spoke during the presentation, nor was any correspondence from assessed landowners filed ahead of the meeting.

Accept  
Engineer's  
Report –  
Prepare for  
Court of  
Revision

3. Moved by: Phil SCHAEFER  
Seconded by: Don EDMISTON  
Resolved that the Engineer's Report on the Witzel Drain 2022, having been presented and considered, be provisionally adopted as received;
- And further that the Clerk be instructed to prepare and circulate the necessary By-law and Notice of Court of Revision to each ratepayer assessed.

***CARRIED.***

Public Hearing -  
Minor Variance  
Application  
A-7-2022  
(Phinney/  
Haesler)

**PUBLIC HEARING - MINOR VARIANCE  
APPLICATION #A-7-2022 (PHINNEY/  
HAESLER), DESCRIBED AS PART LOT 8, PLAN  
307, TOWNSHIP OF EAST ZORRA-TAVISTOCK.**

At 9:27 a.m., Council, constituted as the Committee of Adjustment, considered Minor Variance Application #A-7-2022 for Aaron Phinney and Lauren Haesler. Planner Dustin Robson presented Planning Report #CP2022-252.

Members of the Committee asked questions of the Planner and Staff. The applicant was present for the hearing and spoke favourably of their application. The Committee reviewed and considered the comments made in making its decision regarding this application.

4. Moved by: Matthew GILLESPIE  
Seconded by: Jeremy SMITH  
Resolved that Council, constituted as the Committee of Adjustment, approve Application File A-7-2022, submitted by Aaron Phinney and Lauren Haesler for lands described as Pt Lot 8, Plan 307, being municipally known as 125 Hope Street East in the Township of East Zorra-Tavistock as it relates to:
  1. Relief from Section 12.2, Table 12.2 – R1 Zone Provisions to allow for a reduction to the minimum required setback from the centreline of a County Road from the required 22 m. (72.2 ft.) to the requested 12 m. (39.4 ft.); and,
  2. Relief from Section 5.32.1, Table 5.32.1 – Permitted Projections into Required Yards, to allow for a reduction of the minimum required setback from an uncovered deck/steps and a front lot line from the required 5 m. (16.4 ft.) to 3 m. (9.8 ft.).

Subject to the following condition:

- i. That the proposed relief shall only apply to a deck of the approximate size and location as depicted on Plate 3 of Report CP 2022-252.

As the proposed variances are:

- i. deemed to be minor variances from the provisions of the Township of East Zorra-Tavistock Zoning By-law No. 2003-18;
- ii. desirable for the appropriate development or use of the land;
- iii. in-keeping with the general intent and purpose of the Township of East Zorra-Tavistock Zoning By-law No. 2003-18; and,
- iv. in-keeping with the general intent and purpose of the Official Plan.

***CARRIED.***

At 9:35 a.m., Meghan House from the County of Oxford reviewed with Council the proposed Official Plan policies surrounding Additional Residential Units (ARUs).

Council observed a recess between 10:04 a.m. and 10:11 a.m.

At 10:12 a.m., Amelia Sloan and David Waverman from Stantec Consulting Inc. presented the Parks and Recreation Master Plan to Council.

5. Moved by: Don EDMISTON  
Seconded by: Matthew GILLESPIE  
Resolved that Council receive the Parks and Recreation Master Plan;

And that Council address the Plan and its various recommendations as matters arise.

***CARRIED.***

Staff Report  
#DT2022 – 01  
re: Tangible  
Capital Assets  
(TCA) Policy  
Update

Deputy Treasurer Andrea Rice presented her report to Council regarding updates to the Tangible Capital Assets (TCA) Policy.

6. Moved by: Jeremy SMITH  
Seconded by: Phil SCHAEFER  
Resolved that Council adopt the amended Tangible Capital Asset Policy #GP 3.03, as attached to Staff Report #DT2022-01.

***CARRIED.***

Staff Report  
#CBO2022 – 11  
re: Building,  
Development &  
Drainage  
Reporting

CBO John Scherer reviewed the Monthly Building, Development & Drainage Report with Council.

Staff Report  
#CBO2022 – 12  
re: Pool Fencing  
By-law  
Amendment

CBO John Scherer presented his report to Council regarding amendments to the Township's Pool Fencing By-law #2008-24.

7. Moved by: Matthew GILLESPIE  
Seconded by: Don EDMISTON  
Resolved that Council approve the proposed amendments to the Pool Fencing By-law (#2008-24), as set out in Staff Report #CBO2022-12.

***CARRIED.***

Staff Report  
#PW2022 – 07  
re: Public Works  
Reporting

Public Works Manager Tom Lightfoot reviewed the Monthly Public Works Report with Council.

Staff Report  
#BCO2022 – 06  
re: By-law  
Compliance  
Reporting

Council reviewed the Monthly By-law Compliance Report from By-law Compliance Officer Melanie Shiell.

Staff Report  
#CSM2022 – 08  
re: Corporate  
Services  
Reporting

Clerk Will Jaques reviewed the Monthly Corporate Services Report with Council.

Staff Report  
#CSM2022 – 09  
re: Lane Duck  
and Delegation  
of Authority

Clerk Will Jaques presented his report to Council regarding the Lane Duck Period of Council and Delegation of Authority.

8. Moved by: Jeremy SMITH  
Seconded by: Matthew GILLESPIE  
Resolved that Council adopt the recommendations in Staff Report #CSM2022-09.

**CARRIED.**

Staff Report  
#CAO2022 – 11  
re: CAO-  
Treasury  
Reporting

CAO-Treasurer Karen DePrest reviewed the Monthly CAO-Treasury Report with Council.

9. Moved by: Phil SCHAEFER  
Seconded by: Matthew GILLESPIE  
Resolved that Council authorize the grant application under the Ontario Trillium Fund (OTF) for a spray pad.

**CARRIED.**

By-law:  
  
1st & 2nd  
Reading

10. Moved by: Matthew GILLESPIE  
Seconded by: Don EDMISTON  
Resolved that the following by-laws be read a first and second time:
- 2022-24 – Witzel Drain 2022 Provisional By-law (1st & 2nd Reading)
  - 2022-25 – ZBA App. ZN2-21-05-06 (Brenneman/ DonRon Farms Ltd.)
  - 2022-26 – Lane Duck Period (Delegation of Authority)
  - 2022-27 – Pool Fencing By-law Amendment

**CARRIED.**

- By-law: 11. Moved by: Jeremy SMITH  
Seconded by: Phil SCHAEFER  
3<sup>rd</sup> & Final Resolved that the following by-laws be read a third  
Reading and final time:
- 2022-25 – ZBA App. ZN2-21-05-06 (Brenneman/ DonRon Farms Ltd.)
  - 2022-26 – Lane Duck Period (Delegation of Authority)
  - 2022-27 – Pool Fencing By-law Amendment

***CARRIED.***

- Confirming 12. Moved by: Jeremy SMITH  
By-law Seconded by: Phil SCHAEFER  
Resolved that By-law #2022-28 being a by-law to confirm the proceedings of Council held Wednesday July 6, 2022, be read a first, second and third time this 6<sup>th</sup> day of July, 2022;

And further that the Mayor and Clerk are hereby authorized to sign the same and affix the corporate seal thereto.

***CARRIED.***

- Adjourn 13. Moved by: Don EDMISTON  
Seconded by: Matthew GILLESPIE  
Resolved that Council does now adjourn at 11:43 a.m.

***CARRIED.***

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Will Jaques, Clerk

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Don McKay, Mayor

Prior to adjourning to the COR, East Zorra-Tavistock will appoint two (2) members, Perth East will appoint one (1) member, and a Chairperson for the COR will be named.

AGENDA for COURT OF REVISION  
Witzel Drain 2022

1. Court opens (by resolution)
2. Written appeals received to the drain (Clerk)?
3. Chair Asks Engineer for comments

If there are verbal appeals:

4. Court must pass a resolution to accept any late appeals, or any verbal/written appeals from landowners present
  - Asks landowner(s) to state concerns
  - Asks Engineer for comments
5. After all appeals are heard (if any):
  - Deliberation by members of COR
  - Clarification from appellants or Engineer, if required to make decision
6. Court determines how appeals will be settled
  - Accept recommendation of Engineer?
  - Members agree on alternate recommendation?

If no verbal appeals:

7. Resolution(s) passed to adopt recommendations, amend assessments, etc.
8. Chair informs appellants that if they are not satisfied with the decision of the COR, they have 21 days in which to appeal to the Drainage Tribunal. (last day to submit appeal to the Clerk will be August 24, 2022)

If no appeals:

9. Resolution passed to sustain assessments.
10. Court adjourns and Council reconvenes (by resolution).



# Understanding Court of Revision Procedures Under the Drainage Act

Sharon McCartan, OMAFRA

FEBRUARY 2010

## INTRODUCTION

The Court of Revision is an appeal body established under the Drainage Act and administered by the local municipality. The Court of Revision allows landowners to challenge their drainage assessments quickly and informally. Unlike the Drainage Tribunal or the Drainage Referee, the Court of Revision has one power – to re-allocate funds in a drainage assessment schedule.

To learn more about assessments under the Drainage Act, refer to fact sheet Agdex 557 Order # 92-035, “Understanding Drainage Assessments.”

## THE ROLE OF THE MEMBERS OF THE COURT OF REVISION

- Members of the Court may hear appeals on three grounds:
  - 1) Land or road has been assessed too high or low.
  - 2) Land or road should have been assessed but has not.
  - 3) Due consideration has not been given to the land's use.
- The members of Court must hear these appeals and decide whether they are valid. The members must comply with the *Statutory Powers Procedure Act*, and they must conduct themselves fairly and without bias.
- The Court only has authority to change the schedule of assessments; they cannot make changes to the technical aspects of the report and they cannot refer the report back to the engineer for modifications.
- Total costs of the project must remain the same, which means that if the Court reduces an assessment, the Court re-allocates the shortfall among other assessed property owners.
- If the Court is considering adding to the assessment of one or more properties whose owners are not in attendance, the Court must adjourn and send notice to assessed property owners who were not at the Court of Revision at the time of the re-allocation. This allows the re-assessed landowners to appeal their new assessments.

## THE ROLE OF THE APPELLANT

- If a landowner feels an assessment against their lands is too low, that land should have been assessed but has not, or that consideration has not been given to land use, they can file an appeal with the Court of Revision.
- Appeals must be filed with the clerk at least 10 days before the date of the Court of Revision.
- If a landowner wishes to appeal, but misses the date for filing the appeal, they can appear at the first sitting of the Court of Revision and request to have their appeal heard.
- At the sitting of the Court, the list of appellants will be read out and the Engineer will give evidence. When his or her time to present their case comes, the appellant must explain their reasons for appealing the assessment schedule.
- After the Court of Revision pronounces their decision, affected property owners have 21 days to appeal this decision to the Agriculture, Food and Rural Affairs Appeal Tribunal and the Tribunal's decision on this appeal is final.

## COMPOSITION OF THE COURT OF REVISION

- If a drainage works only affects the initiating municipality, the initiating municipality's council appoints 3 to 5 members to make up the Court of Revision.
- If a drainage works affects two or more municipalities, the council of the initiating municipality appoints two members of the Court; and every other involved municipality appoints one person to be a member. One of the members appointed by the initiating municipality is the chair of the Court of Revision.
- To be eligible to sit as a Court of Revision member, the individual must be eligible to seek election as a member of council.

- Members of council may be appointed as members of the Court. However, the two roles must be kept separate – if a council member wishes to hear information or pass resolutions outside of the scope of the Court of Revision, they must close the Court, then open a new council meeting.

## **SUGGESTED PROCEDURE**

- Opening of the Court of Revision
- Oaths
  - Members may take an oath, but it is not legally required.
  - Members are still legally required to act fairly and impartially, whether they declare this publicly as an oath or not.
- Order of Appeals
  - The appeals and the order in which they will be held are read out.
- Engineer Gives Evidence
  - The engineer gives his or her evidence regarding each appeal before the Court, per s. 55 of the Act.
- Appellants Present their Case
  - The landowners orally make a case for why their land was improperly assessed before the members of court.
  - The engineer may rebut the landowner's case.
- Late Appeals
  - If the Court of Revision members choose, they agree to entertain late appeals, per s. 52(2) of the Act.
- Deliberations
  - The Court of Revision members should retreat to deliberate these appeals and make decisions in private.
  - If court is considering reducing an assessment and adding it to a property whose owner is not present, then they must adjourn the Court of Revision, send notice to the absent parties to allow them to appeal the change, then reconvene, per s. 53 of the Act.
- Closing the Court of Revision and Rendering a Decision
  - The Court of Revision may give oral decisions on each appeal but this oral decision should be followed up with a decision in writing.
- Choosing which schedule to adopt
  - The Court of Revision should document whether they decided to adopt an altered version of the assessment schedule, or whether they chose to adopt the schedule as presented by the engineer.

ENGINEERING REPORT

For

**WITZEL DRAIN**

**Township of East Zorra-Tavistock**

Oxford County

Date: May 30, 2022

File No. 20-329



**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS & PLANNERS

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SCHEDULE A – SCHEDULE OF ASSESSMENTS

SCHEDULE B – SCHEDULE OF ASSESSMENTS FOR MAINTENANCE

SCHEDULE C – SCHEDULE FOR ACTUAL COST BYLAW

APPENDIX A – CALCULATION OF ASSESSMENTS

STANDARD SPECIFICATIONS

- Section 200 - General Conditions
- Section 300 - Special Provisions (See Drawings 6 to 11)
- Section 400 - Standard Specifications for Construction of Drains
- Section 420 - Standard Specifications for Tile Drains

DRAWINGS 1 TO 11 (Includes SPECIAL PROVISIONS)

Definitions:

“Act” or “Drainage Act” means The Drainage Act RSO 1990  
 “CSP” means corrugated steel pipe  
 “Drain” means Witzel Drain  
 “Grant” means grant paid under the Agricultural Drainage Infrastructure Program  
 “HDPE” means high-density polyethylene  
 “KSAL” means K. Smart Associates limited  
 “Municipality” means Township of East Zorra-Tavistock  
 “OMAFRA” means the Ontario Ministry of Agriculture, Food and Rural Affairs  
 “Tribunal” or “Drainage Tribunal” means Agriculture, Food and Rural Affairs Appeal Tribunal  
 “ø” means diameter of a pipe or tile

Tables:

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May 30, 2022

File No. 20-329

**WITZEL DRAIN**  
**TOWNSHIP OF EAST ZORRA-TAVISTOCK**

**1 EXECUTIVE SUMMARY**

This report is prepared pursuant to Section 4 of the Drainage Act RSO 1990 (the Act).

On November 5, 2020, the Township of East Zorra-Tavistock received a *Petition for Drainage Works by Owner* signed by four (4) properties located in Lots 34-36, Concession 18, in the Township of East Zorra-Tavistock, as well as Lot 5, Concession 3, in the Township of Perth East. On November 19, 2020, K. Smart Associates Limited was appointed by resolution of Council to prepare a report on the petition received.

To address the petition received, this report recommends the following:

**Main Drain**

- 25m of 375mmØ solid plastic pipe crossing of Perth-Oxford Road by open cut
- Installation of 1,145m of closed tile drain (450mmØ to 675mmØ)
- Two (2) - 900x1200mm concrete catchbasins, two (2) - 900x1200mm ditch inlet concrete catchbasins, one (1) - 900x1500mm concrete junction box, and one (1) - 900x1500mm ditch inlet catchbasin
- Construction of two (2) berms

**Branches 1, 2, 3 & 4**

- Installation of 3,102m of new closed tile drain (200mmØ to 450mmØ)
- Eight (8) - 600x600mm concrete catchbasins, one (1) - 600x600mm concrete junction box, and one (1) - 900x1200mm concrete catchbasin
- Construction of six (6) small berms

The estimated cost of this project is **\$510,000**.

The total watershed area is approximately 171.7 hectares (423 acres), of which 127.1 hectares is serviced by the Main Drain/Branch 3/Branch 4, and 44.6 hectares is serviced by Branch 1/Branch 2.

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 calculation of assessments outline in Schedules A & B.

## **2 BACKGROUND**

On November 5, 2020, the Township of East Zorra-Tavistock received a *Petition for Drainage Works by Owner* signed by Jon & Ashley Witzel, Destination Dairy Ltd. (Nauta), Claynook Farms Ltd. (Wagler), and Highhaven Holsteins Inc. (Heeg) for the construction of a new tile drain along the route of the existing, failing, private tile system in Lots 34-36, Concession 18, in the Township of East Zorra-Tavistock, as well as Lot 5, Concession 3, in the Township of Perth East. Pursuant to Section 8 of the Act, on November 19, 2020, K. Smart Associates Limited was appointed by resolution of Council to prepare a report on the petition received.

## **3 DRAINAGE HISTORY**

The watershed of the Witzel Drain is located within the greater watershed of the Kuntze Drain. As stated by R. G. Walton, P. Eng. - R. J. Burnside & Associates, in a report dated July 22, 1998 and titled "Kuntze Drain 1998", the Kuntze Drain was constructed as an open ditch under a report by W. G. Ure dated October 10, 1950. Subsequent reports to improve/extend the Kuntze Drain were prepared by H. M. Gibson through the year of 1968. At this time, the main open ditch of the Kuntze Drain approximately commences in Lot 5, Concession 1 in the Township of Perth East (former township of South Easthope). The drain continues southerly through the Township of East Zorra Tavistock in Lots 30-35, Concession 17-18, and the Township of Wilmot in Lot 33, Concession 4, and ends at an old C.N.R. railway track in Lot 6, Concession 12 in the Township of Blandford Blenheim.

The watershed of the proposed Witzel Drain is currently serviced by existing private drainage systems. The watershed area can be separated into two parts (north and south portions).

The northern portion of the proposed Witzel Drain watershed is the area proposed to be serviced by the Main Drain and Branches 3 & 4. This area services the J. & A. Witzel farm, Claynook Farms Ltd., Wagler Farmstead Ltd. and the north portion of Highhaven Holsteins Inc. The southern portion of the proposed Witzel Drain watershed is the area proposed to be serviced by Branches 1 & 2, draining the east part of the Destination Dairy Ltd. farm, as well as the south portion of the Highhaven Holsteins Inc. farm.

Site investigation and tile plans received for the J. & A. Witzel farm (dated 1984, 1987, 1992 and 1997) show that the north watershed is currently served by a privately constructed clay or concrete tile of an unknown date. A tile plan received from Claynook Farms Ltd. for drainage work completed by Sebben Ag Drainage Ltd. in 2013, shows the property on the north side of the Perth-Oxford Road systematically drained, for the most part, to a 10" diameter ( $\varnothing$ ) outlet at the Perth-Oxford Road, east of Road 102. This existing 10"  $\varnothing$  outlet continues across the Perth-Oxford Road, southerly through the J. & A. Witzel farm, switching to a 12"  $\varnothing$  tile in the vicinity of the proposed Branch 4 outlet. The tile eventually outlets in the Kuntze Drain as a 375mm  $\varnothing$  CSP at the same location as the proposed Main Drain.



From site investigation and review of aerial maps, it is clear that some amount of private tiling also exists on the Destination Dairy Ltd. and Highhaven Holstein Inc. farms in the southern watershed, with their outlet also to the Kuntze Drain open ditch.

No record of a municipal drain exists for either watershed area.

## 4 **INVESTIGATION**

### 4.1 **On-Site Meeting**

#### **Attendees:**

Jon Witzel (Roll No. 060-12300)	Curtis MacIntyre, P. Eng. (KSAL)
Allardus Nauta (Roll No. 060-12100)	Thomas Jackson, E.I.T. (KSAL)
Wayne, Mary and Marcus Wagler (Roll No. 002-00100)	Connor Occleston (Drainage Superintendent)
Dirk Heeg (Roll No. 060-12700)	

On December 16, 2020, an on-site meeting for the Section 4 appointment was held at the farm of Jon Witzel, 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 and the affected agencies. Curtis MacIntyre welcomed everyone and briefly explained the process of the Drainage Act, the purpose of the meeting and his understanding of the petition filed. Each petitioner explained the existing drainage occurring on their property and the areas they would like to see addressed for improvement. The following is a summary of the general comments listed by property:

#### **Jon Witzel [J. & A. Witzel] (Roll No. 060-12300) (Petitioner)**

Jon provided tile plans for his farm from 1984/1987, 1992, and 1997. He described a main drain clay tile (shown on the tile plans) that starts on the north side of the Perth-Oxford Road, crosses to the south and through his farm as a 10"Ø, switching over to a 12"Ø part way through the farm. The tile then crosses onto the Destination Dairy Ltd. farm (Roll No. 060-12100) to its outlet in the Kuntze Drain open ditch. He explained that they have experienced multiple blowouts on the main 10-12"Ø clay tile in the last couple years. He also described a 6"Ø clay tile from the east on his property that connects into the 12"Ø main tile, that also has experienced multiple blowouts. This tile contained some sort of catchbasin structure on the east property line with the Highhaven Holsteins Inc. farm (Roll No. 060-12700). He also mentioned the significant erosion in the southern portion of his field, over top of the main tile due to overland flow (confirmed during site investigation after the meeting).

Jon wishes to see the north to south main drain replaced and upsized. He also has two potential easterly branches off the main drain towards the Highhaven Holsteins Inc. farm that he wishes to also be investigated.

**Allardus Nauta [Destination Dairy] (060-12100) (Petitioner)**

Allardus described significant erosion problems over the main tile drain alignment starting at the north property line (shared with Roll No. 060-12300) to the Kuntze Drain open ditch. He was unsure where the tile outlets into the Kuntze Drain and wondered if the tile outlet was completely blocked. He explained that the north section of field is wet every spring, and doesn't think it is tiled.

Allardus also described a second private tile drain on his Highhaven Holsteins Inc. farm to the east that continues through his farm and outlets into the Kuntze Drain open ditch further downstream of the previously mentioned main tile system. This private tile starts at a catchbasin on the property line with the Highhaven Holsteins Inc. farm and contains a second catchbasin located in the middle of his field where it is joined by a second tile entering from the northeast. As with the branch drains mentioned to be investigated on the J. & A. Witzel farm, Allardus was also open to exploring the construction of a new branch drain across his farm as a part of the project.

The engineer explained he would survey all potential branches and prepare estimates for the cost of the work to be discussed at the next meeting.

**Dirk Heeg [Highhaven Holsteins] (060-12700) (Petitioner)**

Dirk acknowledged that much of his farm drains towards the Witzel and Destination Dairy Ltd. farms, although he hasn't experienced any blowouts or significant erosion on his land. Dirk also knew that portions of his farm were tiled, but did not have any tile plans. He confirmed the locations of the 6"Ø tiles and catchbasin structures on property lines mentioned by Jon and Allardus. Site investigation following the meeting confirmed that the catchbasins are not well positioned to admit surface water.

He was also open to exploring the branch construction as a part of this project.

**Wayne Wagler [Claynook Farms] (002-00100) (Petitioner)**

Wayne explained that his farm had been tiled by Sebben Drainage at 15-20 foot spacing approx. 7 years ago. At the time the work was completed, they had the Perth-Oxford Road crossing scoped and confirmed it is in poor condition. He would like to ensure that if work proceeds downstream, that a new tile drain be continued across the Perth-Oxford Road to provide an improved outlet to his farm.

Wayne clarified that the western portion along Road 102 and the small eastern corner of his farm are tiled out of the watershed and towards the Roth-Zehr Drain and Schwartzentruber Drain, respectively. In general, the Wagler farm doesn't experience any negative drainage effects.

#### **4.2 Site Examination and Survey**

The routes of the existing private tiles and areas of requested drainage improvements were examined after the on-site meeting. The findings from this investigation are outlined below. Topographic (GPS) survey was later completed in early February, 2021.

**Claynook Farms Ltd. (002-00100)**

Inspection of the property confirmed the existence of the Roth-Zehr Drain by finding catch basins at the crossing of Road 102. The alignment of the Roth-Zehr Drain is

along the west edge of the Claynook Farms property up to and across Line 33. A catchbasin was located on the north side of Line 33 near the intersection. Beyond that, it is not fully clear where the Roth-Zehr Drain continues upstream, however it is believed to cross back to the west side of Road 102 before shortly crossing back over again to the east side.

Wagler Farmstead Ltd. (001-19200)

The potential for the Witzel Drain watershed to receive water from the property to the north of Line 33 (later identified as Wagler Farmstead Ltd., Roll No. 001-19200) was confirmed by the presence of a road culvert under Line 33. Two hickenbottoms were also observed around the barn of the Wagler Farmstead Ltd. property and are believed to be connected to tile(s) that cross Line 33 and connect into the private header of Claynook Farms. This header eventually connects into the existing 10"Ø tile on the Witzel farm as described earlier.

Highhaven Holsteins Inc. (060-12700)

A subsurface road crossing and culvert were observed to cross 19<sup>th</sup> Line, confirming the Witzel Drain watershed boundary in the vicinity of Highhaven Holsteins Inc./19<sup>th</sup> Line (lands east of 19<sup>th</sup> Line drain away towards the Schwartzentruber Drain).

Two existing catch basins were located on the west property line adjacent to the Destination Dairy Ltd. and J. & A. Witzel farms (areas of the proposed Branch 1 and Branch 3). Both catchbasins were not positioned well to collect surface water. The southern most catchbasin is located approximately 30m north of the defined overflow swale and has three inletting pipes from the north, east and south, with the outlet to the west through the Destination Dairy Ltd. farm. Further to the north of this area a low run was observed on the westerly property line with no associated catchbasin, causing slight field erosion. This is located near a large tree and would represent the second potential branch on the Destination Dairy Ltd. farm (proposed Branch 2).

The northern catchbasin of the private system is on the property line with the Witzel farm and contained two inlets (NE and SE). Surface water to this area cuts across the corner of the Heeg farm before heading back onto the Witzel land. No catchbasins were observed on the far easterly shared property line between the Highhaven Holsteins Inc. and Witzel farms.

Destination Dairy Ltd. (060-12100)

A catchbasin was located in the middle of the field with two inletting tiles from the north and east, and one 12"Ø outlet to the south. It is believed that the east tile continues upstream to the catchbasin on the property line with the Highhaven Holsteins Inc. farm (proposed Branch 1 area), and the north tile continues to the low run near the large tree on the same property line (proposed Branch 2 area). Downstream from this catchbasin located in the middle of the field, the tile was found to outlet into the Kuntze Drain open ditch near the southern property line of the Destination Dairy Ltd. farm as an approximate 13"Ø (330mm) steel pipe.

The outlet of the main tile system proceeding from the Witzel farm was found south of the laneway culvert on the Kuntze Drain. Significant erosion was observed across the

field from the north property line, south to the Kuntze Drain. No catchbasin exists on the main tile system at the property line with the Witzel farm.

#### J. & A. Witzel (060-12300)

The two low runs coming from the east were confirmed as potential branches (proposed Branches 3 & 4). Where the low runs joined up with the Main Drain alignment, two uncropped, rock pile areas were observed. A concrete block burn pile was observed on the existing main tile system alignment in the vicinity of the northerly low run (Station 0+933 of the proposed Main Drain) and was identified as a potential location for a catchbasin and berming.

The Perth-Oxford road culvert was not graded to the catch basin on the south side of the road, causing sitting water in the culvert. No catchbasin exists on the north side of the road, however a big hole in the ground was suspected to be a blowout of a tile and identified to be the likely alignment of the outlet for the Claynook Farms Ltd. private tile. The alignment was on a southwesterly skew across the road toward the existing catchbasin on the south side of the road.

### **4.3 Watershed Description**

The perimeter watershed of the Drain was established from on-site investigation, topographical survey and open source SWOOP Digital Elevation Model (DEM) data from the province.

Historic reports of neighboring municipal drains were also reviewed to ensure accuracy. The watershed for the proposed Witzel Drain is neighboured by the Roth-Zehr Drain in the Township of Perth East to the northwest, as well as the Schwartzentruber Drain (1927) to the east. A copy of the report for the Schwartzentruber Drain was received from the Township of Perth East, and though its watershed boundary was found to slightly overlap/contradict the watershed boundary for this proposed Witzel Drain on the Highhaven Holsteins Inc. and Claynook Farms Ltd. properties, no alterations to the proposed Witzel Drain boundary were made. This decision was made due to the known, recent, changes in systematic tile drainage on the Claynook Farms Ltd. property, as well as today's improved technology for more accurately determining watershed boundaries. Whenever a new report is undertaken on the Schwartzentruber Drain, the appointed engineer should give consideration to matching its watershed to this proposed Witzel Drain watershed.

The watershed area for the proposed Witzel Drain is approximately 97% agricultural lands, and 3% roads, with no forested land present.

## **5 AUTHORITY FOR REPORT**

Section 4 of the Drainage Act provides for the construction of new drainage works for an area requiring drainage.

As a result of discussions at the on-site meeting and site examination, the first area requiring drainage was determined to be the majority of the property north of Perth-Oxford Road identified by Roll No. 002-00100 requiring an improved subsurface

drainage outlet. This area also includes the surface water flow path commencing at the northern property limits of Roll No. 060-12300, and traveling southerly along the existing private tile route into the northwest corner of property with Roll No. 060-12100 to the Kuntze Drain, causing surface erosion along both properties with Roll No.'s 060-12300 and 060-12100.

The second portion of the area requiring drainage was determined to be the four (4) separate areas of surface flow drainage from the property with Roll No. 060-12700 in the easterly limits of the Witzel watershed, causing various levels of erosion on properties with Roll No.'s 060-12100 & and Roll No. 060-12300.

The signatures on the petition represent greater than 60% of the area requiring drainage in both cases; thus, the petition is valid under Section 4(1)(b) of the Drainage Act.

## **6 RECOMMENDED WORK**

A property by property description of the proposed Witzel Drain for construction and future maintenance can be found in the Special Provisions (Drawings 6-11). A high level outline of the proposed Witzel Drain is as follows.

### **6.1 MAIN DRAIN**

The proposed Main Drain commences on the north side of Perth-Oxford Road, continuing south and following the alignment of the existing private main tile system through the property with Roll No. 060-12300 to its outlet at the Kuntze Drain on property with Roll No. 060-12100. The proposed Main Drain includes:

#### **Perth-Oxford Road**

- 900x1200mm ditch inlet catchbasin
- 25m of 375mmØ solid plastic pipe crossing of Perth-Oxford Road by open cut
- 900x1200mm catchbasin,

#### **A.&J. Witzel (Roll No. 060-12300)**

- 575m of 450mmØ concrete tile, 229m of 525mmØ concrete tile, and 66m of 600mmØ concrete tile
- 900x1200mm ditch inlet catchbasin with birdcage grate and 25m long berm adjacent to the concrete burn pile
- 900x1200mm catchbasin
- 900x1500mm junction box
- 900x1500mm ditch inlet catchbasin and 6m long berm on southern property line

#### **Destination Dairy (Roll No. 060-12100)**

- 900x1500mm ditch inlet catchbasin and 6m long berm on northern property line (as mentioned above)

- 95m of 600mmØ concrete tile, 174m of 675mmØ concrete tile, and 6m of 750mmØ solid plastic pipe at outlet

## **6.2 BRANCH 1 & 2**

Branches 1 & 2 both commence at the easterly property line divide between Destination Dairy Ltd. (Roll No. 060-12100) and Highhaven Holsteins Inc. (Roll No. 060-12700). The upstream catchbasin on Branch 1 is proposed to be located approximately 30m to the south of the existing catchbasin and generally follow the existing private tile path to its outlet in the Kuntze Drain. The upstream catchbasin of Branch 2 is approximately 200m north of Branch 1, where there is no existing structure, but will follow what is generally believed to be the alignment of an existing private tile to the intersection of Branch 1 at Sta. 0+308.

### **Highhaven Holsteins Inc. (Roll No. 060-12700)**

- 600x600mm catchbasin and 12m long berm on westerly property line (Br. 1)
- 600x600mm catchbasin and 12m long berm on westerly property line (Br. 2)

### **Destination Dairy Ltd. (Roll No. 060-12100)**

- 600x600mm catchbasin and 12m long berm on easterly property line (Br. 1) (as mentioned above)
- 336m of 350mmØ concrete tile, 302m of 450mmØ concrete tile with 6m of 450mmØ solid plastic pipe at the outlet (Br. 1)
- 900x1200mm catchbasin (in middle of field) (Br. 1)
- 600x600mm catchbasin and 12m long berm on easterly property line (Br. 2) (as mentioned above)
- 445m of 250mmØ concrete tile or 300mmØ perforated plastic pipe (Br. 2)

## **6.3 BRANCHES 3 & 4**

Branches 3 & 4 both commence at the easterly property line divide between J. & A. Witzel (Roll No. 060-12300) and Highhaven Holsteins Inc. (Roll No. 060-12700). Branch 3 is proposed to contain three (3) structures to catch surface water runoff and provide an outlet for Highhaven Holsteins Inc. Branch 3 outlets into the Main Drain at Sta. 0+341. Branch 4 is the northern most tile drain proposed to service Highhaven Holsteins Inc. From Station 0+800 to 0+284, Branch 4 is proposed to veer off of the natural alignment of surface flow in order to avoid the destruction of an east-to-west systematic tile drainage system on the J. & A. Witzel farm. Branch 4 outlets into the Main Drain at Sta. 0+570.

### **Highhaven Holsteins (Roll No. 060-12700)**

- 600x600mm catchbasin and 15m long berm on westerly property line, 600x600mm catchbasin and 30m long berm on southerly property line, and a 600x600mm catchbasin and 10m long berm on westerly property line (Br. 3)
- 79m of 200mmØ concrete tile or 250mmØ perforated plastic tubing (Br. 3)



- 600x600mm catchbasin and 10m long berm on westerly property line (Br. 4)

**A. & J. Witzel (Roll No. 060-12300)**

- 600x600mm catchbasin and 15m long berm on easterly property line, 600x600mm catchbasin and 30m long berm on northerly property line, and a 600x600mm catchbasin and 10m long berm on easterly property line (Br. 3) (as mentioned above)
- 284m of 200mmØ concrete tile or 200mmØ perforated plastic tubing, 349m of 300mmØ concrete tile and 288m of 400mmØ concrete tile (Br. 3)
- 600x600mm catchbasin (Br. 3)
- 600x600mm catchbasin and 10m long berm on easterly property line (Br. 4) (as mentioned above)
- 400m of 200mmØ concrete tile or 200mmØ perforated plastic tubing, 122m of 200mmØ concrete tile or 250mmØ perforated plastic tubing, 211m of 250mmØ concrete tile or 250mmØ perforated plastic tubing, and 280m of 300mmØ concrete tile
- 600x600mm junction box
- 600x600mm catchbasin

## **7 MEETING(S)**

### **Attendees:**

Jon Witzel (Roll No. 060-12300)	Curtis MacIntyre, P. Eng. (KSAL)
Allardus Nauta (Roll No. 060-12100)	Thomas Jackson, E.I.T. (KSAL)
Wayne and Marcus Wagler (Roll No. 002-00100)	Connor Occleston (Drainage Superintendent)
Dirk Heeg (Roll No. 060-12700)	Tom Lightfoot (Public Works Manager)
Tim and Brendan Wagler (Roll No. 001-19200)	

On April 1, 2022, an information meeting with the owners was held. Notice for the meeting was sent to all landowners assessed by the proposed work. 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.

Those present at the meeting were in general agreement with the proposed works and informed the engineer that they wish to proceed with the inclusion of all branch drains as a part of the drainage project.

The comments from those in attendance are summarized below:

General Discussion/Comments

- Wayne Wagler (Claynook Farms Ltd) requested if the proposed flat top catchbasin on the upstream side of the Perth-Oxford Road be reviewed to instead be a ditch inlet catchbasin.
- Jon Witzel (J. & A. Witzel) asked to verify the invert elevation of the existing culvert crossing vs. proposed catchbasin top of grate elevation on the south side of the Perth Oxford Road.
- Both Jon Witzel and Allardus Nauta (Destination Dairy Ltd.) requested that existing tile be removed/destroyed along the route of the Main Drain.
- Connor Occleston confirmed that the township has recently cleaned out the Kuntze Drain. Site investigation suggested the ditch bottom at the proposed Main Drain tile outlet may still require a spot cleanout.
- Curtis MacIntyre explained the proposal to prepare the report and tender with the option for contractors to bid the sections of small diameter tile (branch drains) as either concrete tile or corrugated plastic tubing. All in attendance agreed.

Tile Upsizing Beyond 38mm (1.5") Drainage Coefficient Design

- Additional discussion involved the topic of increasing the size of the Main Drain and Branch 1 by one tile size. The engineer provided a rough estimate of the increased cost to do so and explained that the additional cost would not be eligible for grant.
  - Wayne Wagler believed, in his experience, that money may be better spent improving private systematic tiling.
  - Jon Witzel may be in favor of increasing the size of the Main Drain, but would like to first see the prices of tenders received.
  - Allardus Nauta was in favour of upsizing the Main Drain, as well as Branch 1, but agreed it would be beneficial to first see the prices of tenders.

**8 DESIGN CONSIDERATIONS****8.1 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 the outlets of the Main Drain (675mmØ tile) and Branch 1 (450mmØ tile) will discharge into the open ditch of the Kuntze Drain. The Kuntze Drain open ditch provides for a sufficient outlet for the proposed Drains.

Additionally, Branch 2 is proposed to outlet into Branch 1 at Sta. 0+308. Branch 1 downstream of this location was sized with the 38mm (1.5") drainage coefficient for the total catchment area of Branch 1 & 2. Branch 1 is upsized from a 350mmØ concrete tile to a 450mmØ concrete tile at the intersection, therefore Branch 1 provides sufficient outlet for Branch 2.



Finally, Branches 3 & 4 discharge into the Main Drain tile at Sta. 0+341 and Sta. 0+570, respectively. As stated above for Branch 1, the Main Drain downstream of these locations has been sized for the 38mm (1.5") drainage coefficient for the total catchment area of the Main Drain, Branch 3 and Branch 4. The Main Drain tile increases in size from a 525mmØ to a 600mmØ concrete tile at the intersection of Branch 3 and increases from a 450mmØ to a 525mmØ concrete tile at the intersection of Branch 4. Therefore the sizing for the proposed Main Drain provides a sufficient outlet for the Branch Drains 3 and 4.

### **8.2 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 the watershed examination and landowner discussions, the proposed tile drains on this project have been designed for a 38mm (1.5") drainage coefficient.

Additional discussion on drain capacity and tile sizing is later outlined below in *Section 8.5 Material Substitutions for Small Diameter Tile*.

### **8.3 Berms**

On the Main Drain, berming has been proposed behind the catchbasin on the property line divide between the Witzel and Destination Dairy Ltd. farms, as well as a convenient location between fields on the J. & A. Witzel farm, identified as Sta. 0+933. Berms have also been proposed behind both catchbasins on the property line divide between the Highhaven Holsteins Inc. and Destination Dairy farms on Branches 1 & 2 (Sta.'s 0+644 on Branch 1 and 0+445 on Branch 2), and every property line crossing between the Highhaven Holsteins Inc. and Witzel farms on Branches 3 & 4. Those include Sta. 0+637, 0+716 and 1+000 on Branch 3 and Sta. 1+017 on Branch 4.

The main purpose of the berms is to direct as much of the surface water as possible into the subsurface tile drain during a rain event, and limit/avoid situations where surface water bypasses the basins causing cutting and erosion, as evidence shows is currently occurring. The actual storage capacity of the berms is considered minimal.

### **8.4 Soil Conditions**

The 1996 report titled: "Upgrade of Soil Survey Information for Oxford County" indicates that the soils adjacent to the Drain are 100% Perth Clay Loam with imperfect drainage for the majority of the proposed Main Drain and branch drain constructions. At the top end of the proposed Branches 3 & 4, the soils are Huron Clay Loam and are considered to be well drained. Both soils are made up of a clayey till and contain slight surface stoniness.

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.

### **8.5 Material Substitutions for Small Diameter Tile**

The proposed Witzel Drain contains portions of large diameter tile only feasibly proposed to be installed with the use of a wheel machine. The Drain also includes portions of small diameter tile at the upstream sections of Branches 2, 3, and 4 that may be proposed as concrete tile and continued to be installed with the use of a wheel machine, or otherwise proposed to be plastic tubing and elected to be installed by use of a drainage plow, if such selected contractor chooses to do so. It is of the engineer's opinion that, so long as the petitioners did not have a material preference, it would be of cost benefit to them to allow materials used for these sections of Drain be quoted both ways by the bidding contractors.

It should be noted, for each of these sections of drain containing a material choice option, the engineer has prepared sizing for each of the concrete tile and corrugated plastic tubing options, as per the 38mm (1.5") drainage coefficient design stated in *Section 8.2 Drain Capacity*. The reason for this is due to the fact that a given size of corrugated plastic tubing will not convey the same amount of flow as the same size of concrete tile. In *Section 6 RECOMMENDED WORK*, some situations require the plastic tubing option to be one size larger than it would otherwise be for concrete tile, however there are still some cases where this is not required, and the same size of plastic tubing or concrete tile meet the 38mm (1.5") drainage coefficient design.

In *Section 12.2 Construction Cost Estimate* of this report, the cost of construction for those items proposed as optional materials has been estimated as though all drains will be supplied as concrete tile and installed by wheel machine.

Furthermore, with the recent amendment to the Drainage Act and the addition of Section 84.1, this Engineer's report may be amended by municipal bylaw after the completion of construction, to produce drawings that reflect the material that was actually constructed.

### **8.6 Provisional Items for Tile Upsizing**

As described in *Section 7 MEETING(S)* above, discussion occurred amongst some of the petitioners regarding the option/ability to upsize sections of the Drain on their properties at the time of construction. After discussing various options to address this, it was determined that the best course of action would be to continue to propose tile sizes as per the 38mm (1.5") drainage coefficient design and include provisional items that address this request for optional tile drain upsizing. The sections of the Drain to be included as provisional items for tile upsizing are as follows:

- Main Drain – Roll No. 060-12100 (Destination Dairy Ltd. property, Interval 1)
- Main Drain – Roll No. 060-12300 (J. & A. Witzel property, Interval 2 & 3)
- Branch 1 – Roll No. 060-12100 (Destination Dairy Ltd. property, Interval 1 & 2)

If the larger sizes are installed, these provisional items will be assessed as Section 24 Special Benefits to those owners directly requesting the upsizing. It is proposed that each owner be assessed the costs for increasing the tile size on their own property for the Main Drain. The cost to increase the tile size on Branch 1 is proposed to be shared equally between Destination Dairy Ltd. (Roll No. 060-12100) and Highhaven Holsteins Inc. (Roll No. 060-12700). For more information see *13.4 Special Benefit Assessment (Section 24)*.

Upon closing of the tender, the overall cost of the project and prices of the provisional tile upsizing items will be reviewed with the requesting owners. At that time a final decision will be made by the owners, prior to award of the contract.

## **9 ENVIRONMENTAL CONSIDERATIONS**

### **9.1 Agency Consultation**

#### **9.1.1 Grand River Conservation Authority**

The Grand River Conservation Authority did not request an environmental appraisal under Section 6 of the Act. The Conservation Authority was sent notices for the public meetings. No comments regarding the petition or on-site meeting invitation were received.

## **10 CONSTRUCTION CONSIDERATIONS**

### **10.1 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. Permits are not required for the proposed work.

### **10.2 Construction Scheduling**

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

### **10.3 Minor Adjustments During Construction**

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.

#### **10.4 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.

### **11 DRAWINGS AND SPECIFICATIONS**

#### **11.1 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 Main Drain and Branch Drains are on Drawings 2 to 5. The profiles show the depth and grade for proposed work and future maintenance.

Drawings 6 to 11 contain details at specific locations such as catchbasins and road crossings, as well as the Special Provisions – Construction Specifications.

#### **11.2 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.

### **12 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.

#### **12.1 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.

**12.1.1 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. Where separate access routes to the working area are specified in this report, Section 30 allowances also account for access route damage. 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 a rate of \$2,000 per hectare applied to the defined working area. A 25m corridor width along the drain in the area of the proposed tile drain construction, as well as a 6m corridor width for proposed access routes was the basis for the Section 30 allowance calculations. There is a minimum Section 30 allowance of \$100.

**12.1.2 Summary of Allowances**

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

**Table 12.1-1 – Summary of Allowances**

Roll Number	MAIN DRAIN (\$)	BRANCH 1 (\$)	BRANCH 2 (\$)	BRANCH 3 (\$)	BRANCH 4 (\$)	Total (\$)
060-12100	1,600	3,250	1,800			6,650
060-12300	4,400			4,350	4,350	13,100
060-12700		100	100	400	100	700
002-0100	500					500
<b>TOTAL ALLOWANCES:</b>	6,500	3,350	1,900	4,750	4,450	<b>20,950</b>

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.

**12.2 Construction Cost Estimate**

The estimated cost for Labour, Equipment and Materials to construct the proposed Drain is outlined in detail in Table 12.6-1 – Estimated Cost Summary. 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 petitioner to determine if the project should proceed.

### **12.3 Engineering Cost Estimate**

Engineering costs include report preparation and attending the Council meeting to consider the report and the Court of Revision.

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 12.6-1 – Estimated Cost Summary.

### **12.4 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 Municipality 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 Municipality 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 Table 12.6-1 – Estimated Cost Summary.

### **12.5 Harmonized Sales Tax**

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



**12.6 Estimated Cost Summary****Table 12.6-1 – Estimated Cost Summary**

DESCRIPTION				TOTAL
ALLOWANCES:				\$20,950
CONSTRUCTION COST ESTIMATE				
Item	Stations	Description	Cost	
A) Main Drain				
A1	0+000 to 0+006	6m of 750mmø solid plastic outlet pipe with rodent gate & 5m² of riprap	3,000	
A2	0+006 to 0+180	174m of 675mmø concrete tile with joint wrap	19,100	
A3	0+180 to 0+275	95m of 600mmø concrete tile with joint wrap	8,600	
A4	0+275	900x1500mm concrete ditch inlet catchbasin including connections & birdcage grate	4,500	
A5	0+275	Construct 6m of new berm as per detail	1,000	
A6	0+275 to 0+341	66m of 600mmø concrete tile with joint wrap	5,900	
A7	0+341	900x1500mm junction box including connections	3,000	
A8	0+341 to 0+570	229m of 525mmø concrete tile with joint wrap	18,300	
A9	0+570	900x1200mm catchbasin including connections & birdcage grate. Also includes approx. 20m of 150mmø plas. tubing connection to ex. private tile	4,000	
A10	0+570 to 0+933	363m of 450mmø concrete tile including joint wrap	25,400	
A11	0+933	900x1200mm concrete ditch inlet catchbasin including connections & birdcage grate	2,800	
A12	0+933	Construct 25m of new berm as per detail	2,000	
A13	0+933 to 1+145	212m of 450mmø concrete tile with joint wrap	14,800	
A14	1+145	900x1200mm concrete catchbasin including connections, birdcage grate & 2m² of riprap	3,100	
A15	1+145 to 1+170	25m of 375mm dia. solid plastic pipe (HDPE) crossing of Perth - Oxford Road by open cut.	50,000	
A16	1+170	900x1200mm concrete catchbasin including connections, birdcage grate & 2m² of riprap. Also includes approx. 20m of 200mmø plastic tubing connection to existing private tile	3,600	
Sub Total Part A):				169,100
B) Branch 1				
B1	0+000 to 0+006	6m of 450mmø solid plastic outlet pipe with rodent gate & 5m² of riprap	1,200	
B2	0+006 to 0+308	302m of 450mmø concrete tile with joint wrap. Existing 300mmø private tile to be pre-located and preserved	21,100	
B3	0+308	900x1200mm concrete catchbasin including connections, birdcage grate & 5m² of riprap	2,800	
B4	0+308 to 0+644	336m of 350mmø concrete tile with joint wrap. Existing 300mmø private tile to be pre-located and preserved	16,800	
B5	0+644	600x600mm concrete catchbasin including connections & birdcage grate	2,000	
B6	0+644	Construct 12m of new berm as per detail	1,000	
Sub Total Part B):				44,900

DESCRIPTION				TOTAL
<b>C) Branch 2</b>				
C1	0+000 to 0+445	445m of 250mmø concrete tile with joint wrap <u>or</u> 300mmø perforated plastic tubing with filter sock	15,600	
C2	0+445	600x600mm concrete catchbasin including connections & birdcage grate	2,000	
C3	0+445	Construct 12m of new berm as per detail	1,000	
<b>Sub Total Part C):</b>			<b>18,600</b>	
<b>D) Branch 3</b>				
D1	0+000 to 0+288	288m of 350mmø concrete tile with joint wrap	14,400	
D2	0+288	600x600mm concrete catchbasin including connections & birdcage grate	2,000	
D3	0+288 to 0+637	349m of 300mmø concrete tile with joint wrap	15,700	
D4	0+637 to 0+458±	Install approx. 170m± of 150mmø (6") plastic tubing header tile along east side of proposed drain with approx. 12± 4" tile connections from the southeast.	6,000	
D5	0+637	600x600mm concrete catchbasin including connections & birdcage grate	2,200	
D6	0+637	Construct 15m of new berm as per detail	1,500	
D7	0+637 to 0+716	79m of 200mmø concrete tile with joint wrap <u>or</u> 250mmø perforated plastic tubing with filter sock	2,500	
D8	0+716	600x600mm concrete catchbasin including connections & birdcage grate	2,000	
D9	0+716	Construct 30m of new berm as per detail	1,500	
D10	0+716 to 1+000	284m of 200mmø concrete tile with joint wrap <u>or</u> 200mmø perforated plastic tubing with filter sock	8,000	
D11	1+000	600x600mm concrete catchbasin including connections & birdcage grate	2,000	
D12	1+000	Construct 10m of new berm as per detail	800	
<b>Sub Total Part D)</b>			<b>58,600</b>	
<b>E) Branch 4</b>				
E1	0+000 to 0+280	280m of 300mmø concrete tile with joint wrap. Existing 150mmø (6") private tile header tile to north to be pre-located and preserved	12,600	
E2	0+280	600x600mm concrete catchbasin, including connections & birdcage grate	2,000	
E3	0+280 to 0+491	211m of 250mmø concrete tile with joint wrap <u>or</u> 250mmø perforated plastic tubing with filter sock	7,400	
E4	0+491	600x600mm junction box including connections	1,500	
E5	0+491 to 0+613	122m of 200mmø concrete tile with joint wrap <u>or</u> 250mmø perforated plastic tubing with filter sock	3,900	
E6	0+613 to 1+013	400m of 200mmø concrete tile with joint wrap <u>or</u> 200mmø perforated plastic tubing with filter sock	11,200	
E7	0+800	80m of 100mmø plastic tubing and hickenbottom offset from Br. 4	4,000	
E8	1+013	600x600mm concrete catchbasin, including connections & birdcage grate	2,000	
E9	1+013	Construct 10m of new berm as per detail	800	
<b>Sub Total Part E)</b>			<b>45,400</b>	
<b>F) Contingencies</b>				
F1	Increased costs to install 100m of tile by backhoe in areas of muck or wet/unstable soils, including geotextile and 300mm of clear crushed stone. (Contingency is intended to be independent of tile size. If required and authorized, would be paid in addition to regular bid item above).		6,000	
F2	Increased costs to install 200m of tile by backhoe in stony conditions, where authorized and with thin bedding of clear crushed stone. (Contingency is intended to be independent of tile size. If required and authorized, would be in paid in addition to regular bid item above).		8,000	



DESCRIPTION			TOTAL
F3	Contingency allowance for lift-outs of wheel machine to allow for stone removal, including the stone removal and restarting/continuing the wheel machine (based on 5 @ \$300/lift-out)	1,500	
F4	Tile Connections (based on 15 @ \$100/connection).	1,500	
F5	Lump sum contingency allowance	4,600	
Sub Total Contingencies (Part F):		21,600	
Net HST (1.76%) (on Parts A-F):		6,305	
Sub Total Construction:		364,505	
<b>G) Provisional</b>			
G1	Increased cost to upsize proposed Main Drain concrete tile by one size on the Destination Dairy Ltd. property. This applies to Items A2 (675mmø to 750mmø) and A3 (600mmø to 675mmø) Note: This amount does not replace Items A2 and A3. It will be paid in addition to the price tendered for Items A2 and A3, if owners elect to proceed with the upsizing.	9,400	
G2	Increased cost to upsize proposed Main Drain concrete tile by one size on the J. & A. Witzel property. This applies to Items A6 (600mmø to 675mmø), A8 (525mmø to 600mmø), A10 (450mmø to 525mmø) and A13 (450mmø to 525mmø) Note: This amount does not replace Items A6, A8, A10 and A13. It will be paid in addition to the price tendered for Items A6, A8, A10 and A13, if owners elect to proceed with the upsizing.	9,800	
G3	Increased cost to upsize proposed Branch 1 concrete tile by one size on the Destination Dairy Ltd. property. This applies to Items B1 (450mmø outlet pipe to 525mmø outlet pipe) and B2 (450mmø to 525mmø) Note: This amount does not replace Items B1 and B2. It will be paid in addition to the price tendered for Items B1 and B2, if owners elect to proceed with the upsizing.	3,100	
G4	Increased cost to upsize proposed Branch 1 concrete tile by one size on the Destination Dairy Ltd. property. This applies to Item B4 (350mmø to 400mmø) Note: This amount does not replace Item B4. It will be paid in addition to the price tendered for Item B4, if owners elect to proceed with the upsizing.	1,700	
Sub Total Provisional (Part G):		24,000	
<b>TOTAL CONSTRUCTION COST ESTIMATE:</b>			<b>\$388,505</b>
<b>ENGINEERING</b>			
	Report Preparation	55,000	
	Consideration of Report Meeting	1,000	
	Court of Revision	1,000	
	Construction Phase Services	30,000	
	Net HST (1.76%)	1,530	
<b>TOTAL ENGINEERING COSTS:</b>			<b>88,530</b>
<b>SECTION 73 COSTS</b>			
	Interest Estimate	5,000	
	Other Unforeseen costs/applications	7,015	
<b>TOTAL SECTION 73 COSTS:</b>			<b>12,015</b>
<b>TOTAL ESTIMATED COST:</b>			<b>\$510,000</b>

### 13 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).

### **13.1 Calculation of Assessments**

For the Main Drain and each individual Branch Drain, 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 total cost of each branch, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed.

### **13.2 Benefit Assessments (Section 22)**

Benefit assessments are listed in Schedule A – Schedule of Assessments and shown on a per interval basis in Appendix A – Calculation of Assessments.

Section 22 benefits were determined based on the estimated value provided to the property by the works. Benefit assessments are generally balanced and applied on the following three criteria: Direct Outlet (ability of a property to connect directly to the new drain), Subsurface Service Area (size of land area that is or can be directly connected via subsurface tile drains), and Improved Drainage (improved drainage along the length of the drain crossing a property). Table 13.2-1 – Benefit Assessments provides a summary of the benefit assessments separated for each proposed branch.

**Table 13.2-1 – Benefit Assessments**

<b><u>Roll Number</u></b>	<b><u>Description</u></b>	<b><u>Main Drain</u></b>	<b><u>Branch 1</u></b>	<b><u>Branch 2</u></b>	<b><u>Branch 3</u></b>	<b><u>Branch 4</u></b>	<b><u>Total</u></b>
060-12100	-for improved drainage along drain -for improved direct outlet -for improved sub-surface service area	17,900 1,200	22,400 3,000 3,500	9,800 2,700			60,500
060-12300	-for improved drainage along drain -for improved direct outlet -for improved sub-surface service area	35,800 3,000 15,700			27,800 <sup>1</sup> 3,000 6,300	28,500 <sup>2</sup> 7,900	128,000
060-12700	-for improved drainage along drain -for improved direct outlet -for improved sub-surface service area	1,000	3,500 10,200	2,500 4,500	1,700 5,500 5,700	2,500 1,700	38,800
002-00100	-for improved direct outlet -for improved sub-surface service area	3,000 15,300					18,300
Perth-Oxford Road	-for improved direct outlet (\$2,500 to each County)	5,000					5,000
<b>TOTAL BENEFIT</b>		97,900	42,600	19,500	50,000	40,600	<b>250,600</b>

<sup>1</sup>Included in total is \$2,500 for construction of new private header along route (Br. 3)

<sup>2</sup>Included in total is \$2,200 for construction of offset hickenbottom, 100mmø plastic tubing & berming (Br. 4)

**13.3 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 flow 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 Table 13.3-1 – Runoff Factors.

**Table 13.3-1 – Runoff Factors**

<b>Land Use</b>	<b>Runoff factor</b>
Agricultural	1
Paved Roads	3
Gravel Roads	2
Lands Tiled Away	0.5

**13.4 Special Benefit Assessment (Section 24)**

Special Benefits are incurred when works are constructed, at the request of landowners, that are not essential to the function of the Drain. As mentioned previously, provisional items have been included for select sections of the tile drain to be potentially upsized. In this case, it has been determined that the base design to provide a functioning level of drainage to the watershed is the 38mm (1.5") drainage coefficient design. It is therefore the opinion that it would not be fair to assess the increased costs for upsizing tile beyond the 38mm drainage coefficient design to the watershed. Provisional items, if carried out, shall be assessed as special benefits outlined in Table 13.4-1 - Estimated Special Benefit Assessments.

**Table 13.4-1 - Estimated Special Benefit Assessments**

<b>Roll Number</b>	<b>Estimated Special Benefit</b>	<b>Drain (Interval)</b>	<b>Provisional Item #</b>
060-12100	9,400	Main Drain (Int. 1)	G1
	1,550	Branch 1 (Int. 1)	G3/2
	850	Branch 1 (Int. 2)	G4/2
060-12300	1,650	Main Drain (Int. 2)	G2
	8,150	Main Drain (Int. 3)	
060-12700	1,550	Branch 1 (Int. 1)	G3/2
	850	Branch 1 (Int. 2)	G4/2
<b>TOTAL SPECIAL BENEFIT</b>	<b>24,000</b>		

Special Benefits for provisional tile upsizing items are non-grantable. See *Section 14 GRANT* for more information. Special Benefits are estimates only and are also not to be pro-rated. The final special benefits will be determined after construction by inserting

the actual construction costs in the Special Benefit Assessments Table according to the Provisional Item #.

### **13.5 Increased Cost (Special) Assessment (Section 26)**

Section 26 of the Drainage Act directs that any increased cost due to a public utility (utility) or road authority (road) shall be paid for by that utility or road. This assessment is known as a Special Assessment.

The estimated Special Assessments are presented in Table 13.5-1 - Estimated Special Assessments. The equivalent drain cost is based on the length of the Drain affected by the road allowance or utility right of way and the normal cost of drain construction. The increased cost caused by the road or utility is determined by subtracting the equivalent drain cost from the construction and engineering costs.

**Table 13.5-1 - Estimated Special Assessments**

	<b><u>Main Drain</u></b>	
<b>Road/Railroad/Utility</b>	Perth-Oxford Road (Oxford Road 24)	Perth-Oxford Road (Perth Road 101)
<b>Authority/Owner</b>	Oxford County	Perth County
<b>Construction Cost</b>	26,550 <sup>1</sup>	26,550 <sup>1</sup>
<b>+ Engineering Cost</b>	5,600	5,600
<b>- Equivalent Drain Cost</b>	1,750	1,750
<b>+ Net HST</b>	535	535
<b>= Estimated Special Assess.</b>	<b>30,935</b>	<b>30,935</b>

<sup>1</sup>Items A14 & A15 from the construction cost estimate divided in half.

Estimated costs shown above have been totalled for the full crossing of the Perth-Oxford Road and split equally between the two road authorities as it is a boundary road.

The actual special assessments will be determined after construction by inserting the actual construction and engineering costs in the Special Assessments Table. Any additional costs identified by the engineer will be added to the Special Assessment where appropriate.

In this case, it is anticipated that the road authority will elect to construct the Drain within their right of way with their own contractor at the time culvert replacements are being completed along the Perth-Oxford Road in the summer of 2022. If that occurs, the special assessment is calculated by inserting zero for the construction cost. At the time of the filing of this report, a quotation for the extra work to install the road crossing has been received from Oxford County's culvert replacement contractor that the County is in the process of reviewing. The estimate for construction shown above has not been updated to reflect this quotation. The construction estimate in this report represents the expected cost of the open cut crossing if the work were to be competitively bid through a tendering process.

If there are increased costs to the drain project at the time of construction due to a utility or road not listed in the table above, a Special Assessment will be based on the actual costs incurred.

Special Assessments do not apply to future maintenance assessments.

### **13.6 Assessment Schedules**

#### **13.6.1 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. In Schedule A 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.

#### **13.6.2 Schedule B -Schedule of Assessments for Maintenance**

In accordance with Section 74 of the Act, the Drain shall be maintained by the Municipality, 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 drainage works.

Roll numbers are per the Municipality's last revised assessment roll, names included for convenience. The Municipality will confirm eligibility for the grant at the time the maintenance cost is levied.

Schedule B is divided into columns to reflect the different branches where maintenance work may be undertaken. The percentages shown in Schedule B determine the share of future maintenance to be levied to property or road. For example, a \$1,000 tile repair will result in a \$50 assessment to a property with a 5% maintenance assessment.

#### **13.6.3 Schedule C – Schedule for Actual Cost Bylaw**

After the construction of the Drain is certified, complete by the Engineer, the Municipality 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 Municipality 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. Roll numbers are per the Municipality's last revised assessment roll, and the names are included for convenience.

## **14 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 *Agricultural Drainage Infrastructure Program* (ADIP) 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 Municipality to apply for this grant after the construction of the Drain is certified complete by the Engineer. The Municipality 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, as per OMAFRA's ADIP policy, those ineligible costs have been separately identified in this report. In specific, Section 2.3(m) of the ADIP policy identifies that the maximum design standard for pipe systems in agricultural areas is the 38mm (1.5") drainage coefficient design. Special benefit assessments applied to provisional items for increasing sections of the Witzel Drain beyond the 38mm drainage coefficient design are not grant eligible. Schedule C – Schedule for Actual Cost Bylaw separates these special benefit assessments.

## **15 PRIVACY OF LANDS**

A right of way for the Municipality will exist along the Drain once constructed on each property. However, the property on which the right of way is located remains private property. Other landowners or the public may not enter or use the drain right of way. Persons authorized to enter the drain right of way to carry out duties authorized under the Act include: Engineers, Contractors and the appointed Drainage Superintendent and/or their assistants.

## **16 MAINTENANCE**

### **16.1 General**

Section 74 of the Act requires the Drain, as outlined in this report, to be maintained by the Municipality, and the cost of maintenance to be assessed to the upstream lands and roads pro rata with the assessments in Schedule B. Considering this report contains sections of branch drains proposed as optional materials and provisional items to upsize sections of tile drain, with the decisions not to be made/known until the time of construction, the Drain shall be maintained in the future as per the tile sizes and materials that were actually constructed.

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

A right of way along the drain and access routes to the Drain exist for the Municipality to maintain the Drain.

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.

### **16.2 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.

## **17 BYLAW**

This report including the drawings, specifications, and assessment schedules, 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.







May 30, 2022

**SCHEDULE A - SCHEDULE OF ASSESSMENTS**  
**WITZEL DRAIN**  
**TOWNSHIP OF EAST ZORRA - TAVISTOCK /**  
**TOWNSHIP OF PERTH EAST**

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Con Lot Roll Number (Owner)			Main Drain					Branch 1					Branch 2				
			Total ha affected	Benefit (Sec. 22)	Special (Sec. 24/26)	Outlet (Sec. 23)	Total	Total ha affected	Benefit (Sec. 22)	Special (Sec. 24/26)	Outlet (Sec. 23)	Total	Total ha affected	Benefit (Sec. 22)	Special (Sec. 24/26)	Outlet (Sec. 23)	Total
<b>Township of East Zorra - Tavistock (Roll No. 32-38-010-)</b>																	
F 18	Pt. Lot. 34	060-12100 (Destination Dairy Ltd.)	4.9	19,100	9,400	1,217	29,717	14.4	28,900	2,400	7,050	38,350	5.3	12,500	0	3,527	16,027
F 18	Pt. Lots 35, 36	060-12300 (J. & A. Witzel)	64.0	54,500	9,800	28,439	92,739	0.0	0	0	0	0	0.0	0	0	0	0
F 18	Pt. Lots 33,34	060-12500 (Highhaven Holsteins Inc.)	0.0	0	0	0	0	0.8	0	0	250	250	0.0	0	0	0	0
F 18	Pt. Lots 34, 35, 36	060-12700 (Highhaven Holsteins Inc.)	14.6	1,000	0	4,101	5,101	29.2	13,700	2,400	16,467	32,567	8.9	7,000	0	5,923	12,923
<b>Subtotal (Lands):</b>			<b>83.5</b>	<b>74,600</b>	<b>19,200</b>	<b>33,757</b>	<b>127,557</b>	<b>44.4</b>	<b>42,600</b>	<b>4,800</b>	<b>23,767</b>	<b>71,167</b>	<b>14.2</b>	<b>19,500</b>	<b>0</b>	<b>9,450</b>	<b>28,950</b>
19th Line (Township of East Zorra-Tavistock)			0.0	0	0	0	0	0.2	0	0	248	248	0.0	0	0	0	0
1/2 of Perth-Oxford Road (Oxford County)			1.9	2,500	30,935	3,811	37,246	0.0	0	0	0	0	0.0	0	0	0	0
<b>Subtotal (Roads):</b>			<b>1.9</b>	<b>2,500</b>	<b>30,935</b>	<b>3,811</b>	<b>37,246</b>	<b>0.2</b>	<b>0</b>	<b>0</b>	<b>248</b>	<b>248</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Assessment Township of East Zorra - Tavistock:</b>			<b>85.4</b>	<b>77,100</b>	<b>50,135</b>	<b>37,568</b>	<b>164,803</b>	<b>44.6</b>	<b>42,600</b>	<b>4,800</b>	<b>24,015</b>	<b>71,415</b>	<b>14.2</b>	<b>19,500</b>	<b>0</b>	<b>9,450</b>	<b>28,950</b>
<b>Township of Perth East (Roll No. 31-10-010-)</b>																	
F 3	Pt. Lots 4, 5	002-00100 (Claynook Farms Ltd.)	31.3	18,300	0	23,710	42,010	0.0	0	0	0	0	0.0	0	0	0	0
F 2	Lot 3, Pt. Lot 4	001-19200 (Wagler Farmstead Ltd.)	7.3	0	0	5,602	5,602	0.0	0	0	0	0	0.0	0	0	0	0
<b>Subtotal (Lands):</b>			<b>38.6</b>	<b>18,300</b>	<b>0</b>	<b>29,312</b>	<b>47,612</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
33rd Line (Township of Perth- East)			1.5	0	0	2,301	2,301	0.0	0	0	0	0	0.0	0	0	0	0
1/2 of Perth-Oxford Road (Perth County)			1.6	2,500	30,935	3,684	37,119	0.0	0	0	0	0	0.0	0	0	0	0
<b>Subtotal (Roads):</b>			<b>3.1</b>	<b>2,500</b>	<b>30,935</b>	<b>5,985</b>	<b>39,420</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Assessment Township of Perth East:</b>			<b>41.7</b>	<b>20,800</b>	<b>30,935</b>	<b>35,297</b>	<b>87,032</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ASSESSMENT WITZEL DRAIN:</b>			<b>127.1</b>	<b>97,900</b>	<b>81,070</b>	<b>72,865</b>	<b>251,835</b>	<b>44.6</b>	<b>42,600</b>	<b>4,800</b>	<b>24,015</b>	<b>71,415</b>	<b>14.2</b>	<b>19,500</b>	<b>0</b>	<b>9,450</b>	<b>28,950</b>

## Notes:

- 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.

May 30, 2022

**SCHEDULE A - SCHEDULE OF ASSESSMENTS**  
**WITZEL DRAIN**  
**TOWNSHIP OF EAST ZORRA - TAVISTOCK /**  
**TOWNSHIP OF PERTH EAST**

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			Branch 3					Branch 4					Gross Total Assessment (\$)
			Total ha affected	Benefit (Sec. 22)	Special (Sec. 24/26)	Outlet (Sec. 23)	Total	Total ha affected	Benefit (Sec. 22)	Special (Sec. 24/26)	Outlet (Sec. 23)	Total	
Township of East Zorra - Tavistock (Roll No. 32-38-010-)													
F 18	Pt. Lot. 34	060-12100 (Destination Dairy Ltd.)	0.0	0	0	0	0	0.0	0	0	0	0	84,094
F 18	Pt. Lots 35, 36	060-12300 (J. & A. Witzel)	12.6	37,100	0	20,221	57,321	19.4	36,400	0	23,124	59,524	209,584
F 18	Pt. Lots 33,34	060-12500 (Highhaven Holsteins Inc.)	0.0	0	0	0	0	0.0	0	0	0	0	250
F 18	Pt. Lots 34, 35, 36	060-12700 (Highhaven Holsteins Inc.)	11.3	12,900	0	18,134	31,034	3.3	4,200	0	3,933	8,133	89,758
Subtotal (Lands):			23.9	50,000	0	38,355	88,355	22.7	40,600	0	27,057	67,657	383,686
19th Line (Township of East Zorra-Tavistock)			0.0	0	0	0	0	0.0	0	0	0	0	248
1/2 of Perth-Oxford Road (Oxford County)			0.0	0	0	0	0	0.5	0	0	1,788	1,788	39,034
Subtotal (Roads):			0.0	0	0	0	0	0.5	0	0	1,788	1,788	39,282
Total Assessment Township of East Zorra - Tavistock:			23.9	50,000	0	38,355	88,355	23.2	40,600	0	28,845	69,445	422,968
Township of Perth East (Roll No. 31-10-010-)													
F 3	Pt. Lots 4, 5	002-00100 (Claynook Farms Ltd.)	0.0	0	0	0	0	0.0	0	0	0	0	42,010
F 2	Lot 3, Pt. Lot 4	001-19200 (Wagler Farmstead Ltd.)	0.0	0	0	0	0	0.0	0	0	0	0	5,602
Subtotal (Lands):			0.0	0	0	0	0	0.0	0	0	0	0	47,612
33rd Line (Township of Perth- East)			0.0	0	0	0	0	0.0	0	0	0	0	2,301
1/2 of Perth-Oxford Road (Perth County)			0.0	0	0	0	0	0.0	0	0	0	0	37,119
Subtotal (Roads):			0.0	0	0	0	0	0.0	0	0	0	0	39,420
Total Assessment Township of Perth East:			0.0	0	0	0	0	0.0	0	0	0	0	87,032
TOTAL ASSESSMENT WITZEL DRAIN:			23.9	50,000	0	38,355	88,355	23.2	40,600	0	28,845	69,445	510,000

## Notes:

- 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**  
**WITZEL DRAIN**  
**TOWNSHIP OF EAST ZORRA - TAVISTOCK /**  
**TOWNSHIP OF PERTH EAST**

Con Lot Roll No. & Owner			Main Drain						Branch 1				Branch 2		Branch 3		Branch 4	
			Interval 1		Interval 2		Interval 3		Interval 1		Interval 2							
			0+000 to 0+341		0+341 to 0+570		0+570 to 1+170		0+000 to 0+308		0+308 to 0+644		0+000 to 0+445		0+000 to 1+000		0+000 to 1+013	
			\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
<b><u>Township of East Zorra - Tavistock (Roll No. 32-38-010-)</u></b>																		
18 Pt. Lot. 34	060-12100 (Destination Dairy Ltd.)		15,007	30.00	0	0.00	0	0.00	14,425	51.90	7,075	40.37	9,600	50.00	0	0.00	0	0.00
18 Pt. Lots 35, 36	060-12300 (J. & A. Witzel)		18,305	36.59	14,635	62.77	19,390	40.00	0	0.00	0	0.00	0	0.00	38,771	61.20	39,316	80.00
18 Pt. Lots 33,34	060-12500 (Highhaven Holsteins Inc.)		0	0.00	0	0.00	0	0.00	172	0.62	78	0.45	0	0.00	0	0.00	0	0.00
18 Pt. Lots 34, 35, 36	060-12700 (Highhaven Holsteins Inc.)		3,875	7.75	726	3.11	0	0.00	13,022	46.86	10,295	58.74	9,600	50.00	24,584	38.80	8,041	16.36
			37,187	74.34	15,361	65.88	19,390	40.00	27,619	99.38	17,448	99.56	19,200	100.00	63,355	100.00	47,357	96.36
19th Line (Township of East Zorra-Tavistock)			0	0.00	0	0.00	0	0.00	171	0.62	77	0.44	0	0.00	0	0.00	0	0.00
1/2 of Perth-Oxford Road (Oxford County)			1,415	2.84	822	3.53	2,804	5.79	0	0.00	0	0.00	0	0.00	0	0.00	1,788	3.64
Total Assessments on Roads:			1,415	2.84	822	3.53	2,804	5.79	171	0.62	77	0.44	0	0.00	0	0.00	1,788	3.64
Total Assessment Township of East Zorra - Tavistock:			38,602	77.18	16,183	69.41	22,194	45.79	27,790	100.00	17,525	100.00	19,200	100.00	63,355	100.00	49,145	100.00
<b><u>Township of Perth East (Roll No. 31-10-010-)</u></b>																		
3 Pt. Lots 4, 5	002-00100 (Claynook Farms Ltd.)		7,673	15.34	4,955	21.25	19,390	40.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
2 Lot 3, Pt. Lot 4	001-19200 (Wagler Farmstead Ltd.)		1,813	3.61	1,053	4.52	2,736	5.64	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Total Assessments on Lands:			9,486	18.95	6,008	25.77	22,126	45.64	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
33rd Line (Township of Perth- East)			744	1.49	432	1.85	1,125	2.32	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
1/2 of Perth-Oxford Road (Perth County)			1,193	2.38	692	2.97	3,030	6.25	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Total Assessments on Roads:			1,937	3.87	1,124	4.82	4,155	8.57	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Total Assessment Township of Perth East:			11,423	22.82	7,132	30.59	26,281	54.21	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
<b>TOTAL ASSESSMENTS:</b>			50,025	100.00	23,315	100.00	48,475	100.00	27,790	100.00	17,525	100.00	19,200	100.00	63,355	100.00	49,145	100.00

**Notes:**

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.

May 30, 2022

**SCHEDULE C - SCHEDULE FOR ACTUAL COST BYLAW  
WITZEL DRAIN  
TOWNSHIP OF EAST ZORRA - TAVISTOCK /  
TOWNSHIP OF PERTH EAST**

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File No. 20-329

				Ha.	Gross	Minus Special Benefit	Eligible Grantable	1/3	Allowances	NET
Con	Lot	Owner		Affected	Assessment	(Sec. 24) Assessments	Assessments	Grant		
Township of East Zorra - Tavistock (Roll No. 32-38-010-)										
F	18	Pt. Lot. 34	060-12100 (Destination Dairy Ltd.)	19.3	84,094	11,800	72,294	24,098	6,650	53,346
F	18	Pt. Lots 35, 36	060-12300 (J. & A. Witzel)	64.0	209,584	9,800	199,784	66,595	13,100	129,889
F	18	Pt. Lots 33,34	060-12500 (Highhaven Holsteins Inc.)	0.8	250		250	83		167
F	18	Pt. Lots 34, 35, 36	060-12700 (Highhaven Holsteins Inc.)	43.8	89,758	2,400	87,358	29,119	700	59,939
Subtotal (Lands):				127.9	383,686	24,000	359,686	119,895	20,450	243,341
19th Line (Township of East Zorra-Tavistock)				0.2	248	0	248	0		248
1/2 of Perth-Oxford Road (Oxford County)				1.9	39,034	0	39,034	0		39,034
Subtotal (Roads):				2.1	39,282	0	39,282	0	0	39,282
Total Assessment Township of East Zorra - Tavistock:				130.0	422,968	24,000	398,968	119,895	20,450	282,623
Township of Perth East (Roll No. 31-10-010-)										
F	3	Pt. Lots 4, 5	002-00100 (Claynook Farms Ltd.)	31.3	42,010	0	42,010	14,003	500	27,507
F	2	Lot 3, Pt. Lot 4	001-19200 (Wagler Farmstead Ltd.)	7.3	5,602	0	5,602	1,867		3,735
Subtotal (Lands):				38.6	47,612	0	47,612	15,870	500	31,242
33rd Line (Township of Perth- East)				1.5	2,301	0	2,301	0		2,301
1/2 of Perth-Oxford Road (Perth County)				1.6	37,119	0	37,119	0		37,119
Subtotal (Roads):				3.1	39,420	0	39,420	0	0	39,420
Total Assessment Township of Perth East:				41.7	87,032	0	87,032	15,870	500	70,662
TOTAL ASSESSMENT WITZEL DRAIN:				171.7	510,000	24,000	486,000	135,765	20,950	353,285

## Notes:

- 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.
- Actual assessment is levied to the owner of the parcel at the time the final cost is levied.
- Special Benefit Assessments have been subtracted from Gross Assessments to obtain Eligible Grantable Assessments.

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**WITZEL DRAIN**  
**TOWNSHIP OF EAST ZORRA - TAVISTOCK /**  
**TOWNSHIP OF PERTH EAST**

		Main Drain																				
		Interval 1						Interval 2				Interval 3				Main Drain						
		Station	0+000	to	0+341	Station	0+341	to	0+570	Station	0+570	to	1+170	Total								
ESTIMATED COST	Allowances			1,950				1,150				3,400		6,500								
	Construction			48,500				24,000				105,600		178,100								
	Engineering			8,900				3,600				12,900		25,400								
	Construction Supervision			4,600				1,800				6,900		13,300								
	Administration			1,830				800				2,885		5,515								
	Net HST			1,095				515				2,210		3,820								
	SubTotal			66,875				31,865				133,895		232,635								
Provisional			9,400				1,650				8,150		19,200									
TOTAL			76,275				33,515				142,045		251,835									
Roll No. (Owner)	Total Ha Affected	Run-off Factor	Total ha Adjusted	Benefit (Sec. 22)	Special (Sec. 24/26)	Adj Ha	Outlet (Sec. 23)	Benefit (Sec. 22)	Special (Sec. 24/26)	Adj Ha	Outlet (Sec. 23)	Benefit (Sec. 22)	Special (Sec. 24/26)	Adj Ha	Outlet (Sec. 23)	Total Benefit	Total Special	Total Outlet	Total			
Township of East Zorra - Tavistock (Roll No. 32-38-010-)																						
060-12100 (Destination Dairy Ltd.)				19,100	9,400	4.9	1,217			0.0	0			0.0	0	19,100	9,400	1,217	29,717			
060-12300 (J. & A. Witzel)				14,100		62.4	15,495	15,600	1,650	47.4	6,835	24,800	8,150	16.3	6,109	54,500	9,800	28,439	92,739			
060-12500 (Highhaven Holsteins Inc.)						0.0	0			0.0	0			0.0	0	0	0	0	0			
060-12700 (Highhaven Holsteins Inc.)				500		14.6	3,625	500		3.3	476			0.0	0	1,000	0	4,101	5,101			
Subtotal (Lands):				127.9	3.5	125.9	33,700	9,400	81.9	20,337	16,100	1,650	50.7	7,311	24,800	8,150	16.3	6,109	74,600	19,200	33,757	127,557
19th Line (Township of East Zorra-Tavistock)						0.0	0			0.0	0			0.0	0	0	0	0	0	0		
1/2 of Perth-Oxford Road (Oxford County)				1.9	3.0	4.8	5.7	1,415		5.7	822	2,500	30,935	4.2	1,574	2,500	30,935	3,811	37,246			
Subtotal (Roads):				2.1	5.0	7.8	0	0	5.7	1,415	0	0	5.7	822	2,500	30,935	4.2	1,574	2,500	30,935	3,811	37,246
Total Assessment Township of East Zorra - Tavistock:				130.0	8.5	133.7	33,700	9,400	88	21,752	16,100	1,650	56	8,133	27,300	39,085	21	7,683	77,100	50,135	37,568	164,803
Township of Perth East (Roll No. 31-10-010-)																						
002-00100 (Claynook Farms Ltd.)				31.3	1.0	30.9			30.9	7,673	1,000		30.9	4,455	17,300		30.9	11,582	18,300	0	23,710	42,010
001-19200 (Wagler Farmstead Ltd.)				7.3	1.0	7.3			7.3	1,813			7.3	1,053			7.3	2,736	0	0	5,602	5,602
Subtotal (Lands):				38.6	2.0	38.2	0	0	38.2	9,486	1,000	0	38.2	5,508	17,300	0	38.2	14,318	18,300	0	29,312	47,612
33rd Line (Township of Perth- East)				1.5	2.0	3.0			3.0	744			3.0	432			3.0	1,125	0	0	2,301	2,301
1/2 of Perth-Oxford Road (Perth County)				1.6	3.0	4.8			4.8	1,193			4.8	692	2,500	30,935	4.8	1,799	2,500	30,935	3,684	37,119
Subtotal (Roads):				3.1	5.0	7.8	0	0	7.8	1,937	0	0	7.8	1,124	2,500	30,935	7.8	2,924	2,500	30,935	5,985	39,420
Total Assessment Township of Perth East:				41.7	7.0	46.0	0	0	46.0	11,423	1,000	0	46.0	6,632	19,800	30,935	46.0	17,242	20,800	30,935	35,297	87,032
TOTAL ASSESSMENT WITZEL DRAIN:				171.7		179.7	33,700	9,400	133.6	33,175	17,100	1,650	102.4	14,765	47,100	70,020	66.5	24,925	97,900	81,070	72,865	251,835

**WITZEL DRAIN**  
**TOWNSHIP OF EAST ZORRA - TAVISTOCK /**  
**TOWNSHIP OF PERTH EAST**

		Branch 1												Branch 2					
		Interval 1				Interval 2				Branch 1				Branch 2					
		Station	0+000	to	0+308	Station	0+308	to	0+644	Total				Station	0+000	to	0+445		
ESTIMATED COST	Allowances				1,550				1,800		3,350				1,900				
	Construction				27,000				21,300		48,300				20,000				
	Engineering				4,200				3,700		7,900				3,800				
	Construction Supervision				2,300				2,000		4,300				2,000				
	Administration				900				800		1,700				800				
	Net HST				590				475		1,065				450				
	SubTotal				36,540				30,075		66,615				28,950				
Provisional				3,100				1,700		4,800				0					
TOTAL				39,640				31,775		71,415				28,950					
Roll No. (Owner)	Total Ha Affected	Run-off Factor	Total ha Adjusted	Benefit (Sec. 22)	Special (Sec. 24/26)	Adj Ha	Outlet (Sec. 23)	Benefit (Sec. 22)	Special (Sec. 24/26)	Adj Ha	Outlet (Sec. 23)	Total Benefit	Total Special	Total Outlet	Total	Benefit (Sec. 22)	Special (Sec. 24/26)	Adj Ha	Outlet (Sec. 23)
Township of East Zorra - Tavistock (Roll No. 32-38-010-)																			
060-12100 (Destination Dairy Ltd.)																			
060-12300 (J. & A. Witzel)																			
060-12500 (Highhaven Holsteins Inc.)																			
060-12700 (Highhaven Holsteins Inc.)																			
Subtotal (Lands):																			
19th Line (Township of East Zorra-Tavistock)																			
1/2 of Perth-Oxford Road (Oxford County)																			
Subtotal (Roads):																			
Total Assessment Township of East Zorra - Tavistock:																			
Township of Perth East (Roll No. 31-10-010-)																			
002-00100 (Claynook Farms Ltd.)																			
001-19200 (Wagler Farmstead Ltd.)																			
Subtotal (Lands):																			
33rd Line (Township of Perth- East)																			
1/2 of Perth-Oxford Road (Perth County)																			
Subtotal (Roads):																			
Total Assessment Township of Perth East:																			
TOTAL ASSESSMENT WITZEL DRAIN:																			

**WITZEL DRAIN**  
**TOWNSHIP OF EAST ZORRA - TAVISTOCK /**  
**TOWNSHIP OF PERTH EAST**

		Branch 3				Branch 4				Grand Total			
		Station	0+000	to	1+000	Station	0+000	to	1+013				
<b>ESTIMATED COST</b>	Allowances			4,750				4,450			20,950		
	Construction			63,000				48,800			358,200		
	Engineering			11,100				8,800			57,000		
	Construction Supervision			5,800				4,600			30,000		
	Administration			2,300				1,700			12,015		
	Net HST			1,405				1,095			7,835		
	SubTotal			88,355				69,445			486,000		
	Provisional			0				0			24,000		
	TOTAL			88,355				69,445			510,000		
Roll No. (Owner)	Total Ha Affected	Run-off Factor	Total ha Adjusted	Benefit (Sec. 22)	Special (Sec. 24/26)	Outlet Adj Ha (Sec. 23)	Benefit (Sec. 22)	Special (Sec. 24/26)	Outlet Adj Ha (Sec. 23)	Total Benefits	Total Special	Total Outlets	TOTAL
<b>Township of East Zorra - Tavistock (Roll No. 32-38-010-)</b>													
060-12100 (Destination Dairy Ltd.)	19.3	1.0	19.3			0.0			0.0	60,500	11,800	11,794	84,094
060-12300 (J. & A. Witzel)	64.0	1.0	62.4	37,100		12.6	36,400		19.4	128,000	9,800	71,784	209,584
060-12500 (Highhaven Holsteins Inc.)	0.8	0.5	0.4			0.0			0.0	0	0	250	250
060-12700 (Highhaven Holsteins Inc.)	43.8	1.0	43.8	12,900		11.3	4,200		3.3	38,800	2,400	48,558	89,758
<b>Subtotal (Lands):</b>	<b>127.9</b>	<b>3.5</b>	<b>125.9</b>	<b>50,000</b>	<b>0</b>	<b>23.9</b>	<b>40,600</b>	<b>0</b>	<b>22.7</b>	<b>227,300</b>	<b>24,000</b>	<b>132,386</b>	<b>383,686</b>
19th Line (Township of East Zorra-Tavistock)	0.2	2.0	3.0			0.0			0.0	0	0	248	248
1/2 of Perth-Oxford Road (Oxford County)	1.9	3.0	4.8			0.0			1.5	2,500	30,935	5,599	39,034
<b>Subtotal (Roads):</b>	<b>2.1</b>	<b>5.0</b>	<b>7.8</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>1.5</b>	<b>2,500</b>	<b>30,935</b>	<b>5,847</b>	<b>39,282</b>
<b>Total Assessment Township of East Zorra - Tavistock:</b>	<b>130.0</b>	<b>8.5</b>	<b>133.7</b>	<b>50,000</b>	<b>0</b>	<b>23.9</b>	<b>40,600</b>	<b>0</b>	<b>24</b>	<b>229,800</b>	<b>54,935</b>	<b>138,233</b>	<b>422,968</b>
<b>Township of Perth East (Roll No. 31-10-010-)</b>													
002-00100 (Claynook Farms Ltd.)	31.3	1.0	30.9			0.0			0.0	18,300	0	23,710	42,010
001-19200 (Wagler Farmstead Ltd.)	7.3	1.0	7.3			0.0			0.0	0	0	5,602	5,602
<b>Subtotal (Lands):</b>	<b>38.6</b>	<b>2.0</b>	<b>38.2</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>18,300</b>	<b>0</b>	<b>29,312</b>	<b>47,612</b>
33rd Line (Township of Perth- East)	1.5	2.0	3.0			0.0			0.0	0	0	2,301	2,301
1/2 of Perth-Oxford Road (Perth County)	1.6	3.0	4.8			0.0			0.0	2,500	30,935	3,684	37,119
<b>Subtotal (Roads):</b>	<b>3.1</b>	<b>5.0</b>	<b>7.8</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>2,500</b>	<b>30,935</b>	<b>5,985</b>	<b>39,420</b>
<b>Total Assessment Township of Perth East:</b>	<b>41.7</b>	<b>7.0</b>	<b>46.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>20,800</b>	<b>30,935</b>	<b>35,297</b>	<b>87,032</b>
<b>TOTAL ASSESSMENT WITZEL DRAIN:</b>	<b>171.7</b>		<b>179.7</b>	<b>50,000</b>	<b>0</b>	<b>23.9</b>	<b>40,600</b>	<b>0</b>	<b>24.2</b>	<b>250,600</b>	<b>85,870</b>	<b>173,530</b>	<b>510,000</b>





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**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

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## **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 Contractor. All backfilling operations shall be done as soon as possible to avoid backfilling with ground containing frozen particles. The Contractor will assume all responsibility for damages to any tile drains and for settlements or bank slippages that may result from work in cold weather.

### **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 re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making 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 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 necessities 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 Temporary Straw Bale Flow Check Dam

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 Temporary Rock Flow Check Dam

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 Permanent Rock Flow Check Dam

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.

420

**STANDARD SPECIFICATIONS**

**FOR**

**TILE DRAINS**

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**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 that 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.





**BENCHMARKS**

**BM#1**  
SPIKE IN NORTH FACE CORNER FENCE POST 15m± WEST OF KUNTZE DITCH AT OUTLET FOR BRANCH 1  
N. 4,798,107.221  
E. 519,953.532  
ELEV. 335.211

**BM#2**  
SPIKE IN NORTHWEST FACE CORNER FENCE POST APPROX. 50m± SOUTH OF BRANCH 3  
N. 4,798,639.813  
E. 520,062.994  
ELEV. 341.122

**BM#3**  
SPIKE SET IN W. FACE OF 2ND LAST FENCE POST S/SIDE ROAD ALLOWANCE.  
N. 4,799,082.570  
E. 519,632.581  
ELEV. 343.711

**BM#4**  
SPIKE SET IN WEST FENCE OF SW CORNER FENCE POST OF HORSE PADDOCK BEHIND WITZEL FARM  
N. 4,799,280.881  
E. 520,043.696  
ELEV. 348.959

**PLAN LEGEND**

- MAJOR WATERSHED
- KUNTZE DRAIN (2001 CULVERT REPORT)
- INTERNAL WATERSHEDS
- PROPOSED WORK
- PROPOSED OFFSET HB
- FUTURE PRIVATE DRAIN (BY OWNER)
- EXISTING DRAIN
- DITCH OR WATERCOURSE
- ACCESS
- ASSESSMENT ROLL NUMBER
- HECTARES OWNED
- APPROXIMATE HECTARES IN WATERSHED
- BUSH
- BENCHMARK LOCATION AND NO.
- AREA TILED IN/OUT OF WATERSHED (ASSESSED AT 1/2 RATE)
- DENOTES PROPERTY OWNERSHIP ON BOTH SIDES OF LOT LINE
- EXISTING SURFACE WATER CULVERT

**GEOGRAPHIC TOWNSHIP OF EAST ZORRA (WARD 2)**

DESIGNED BY: T.B.J.  
CHECKED BY: C.J.M.  
DRAWN BY: V.E.S.  
CHECKED BY: C.J.M.



SCALE  
0 100m 200m  
1:10,000  
(ON 11"x17")

**WITZEL DRAIN**

COUNTY OF OXFORD TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF PERTH TOWNSHIP OF PERTH EAST

**WATERSHED PLAN**

**MAY 30, 2022**

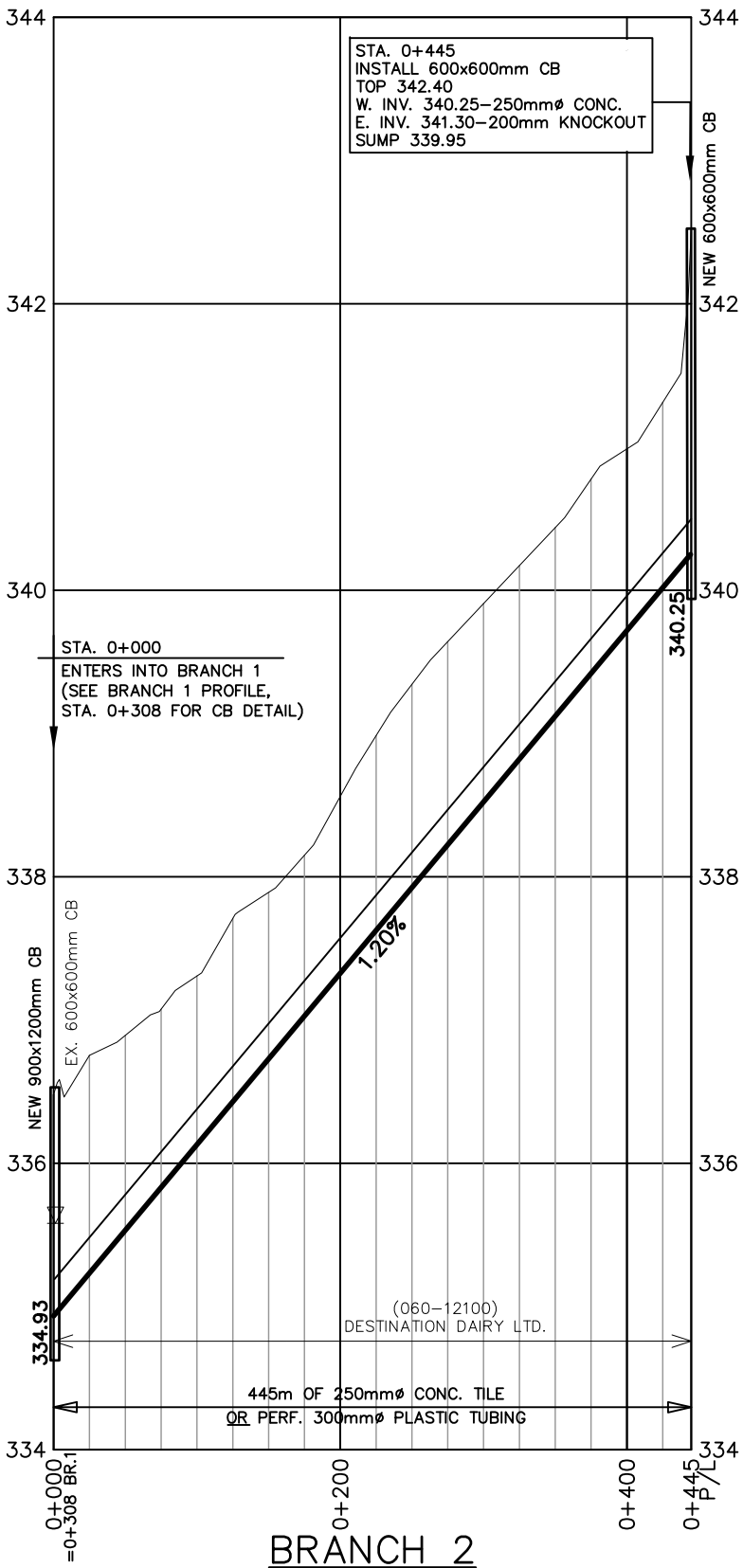
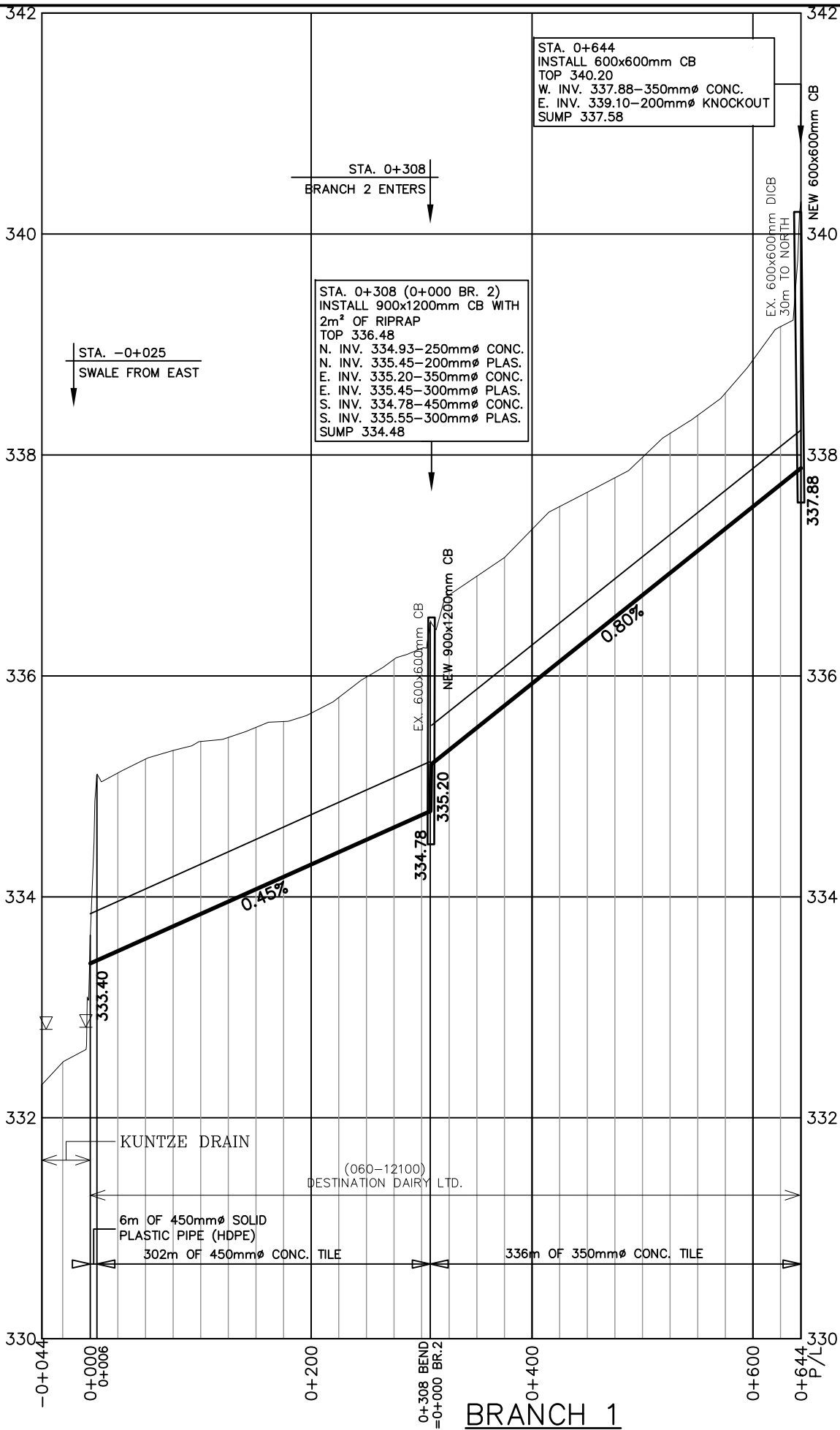


**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
KITCHENER SUDBURY

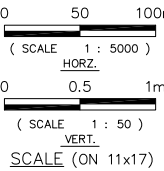
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JOB NUMBER: **20-329**  
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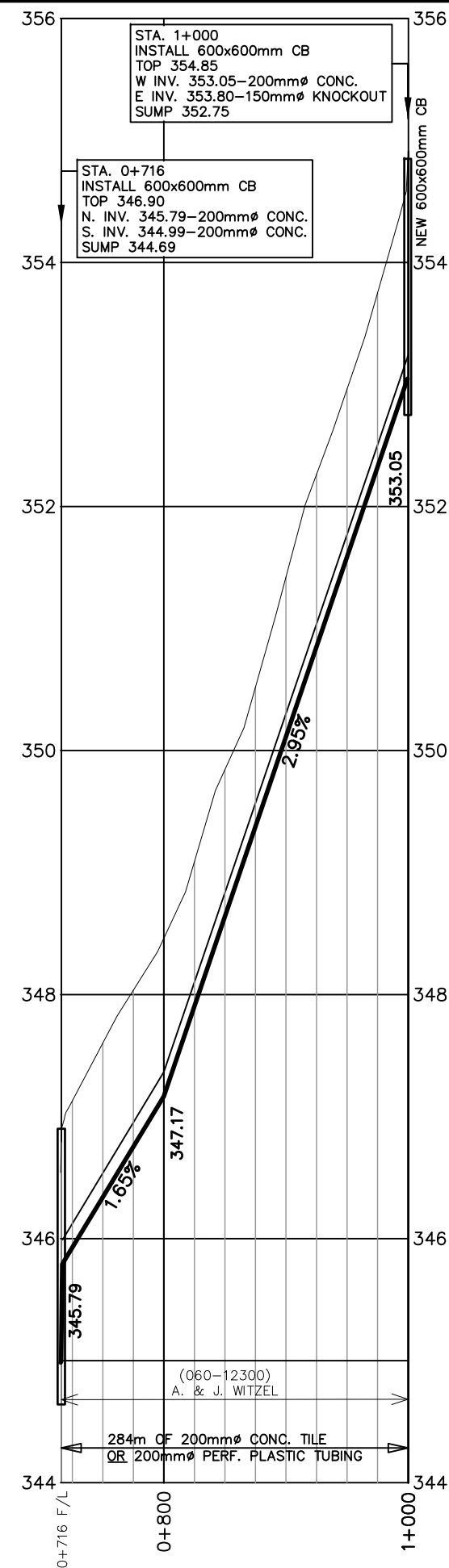




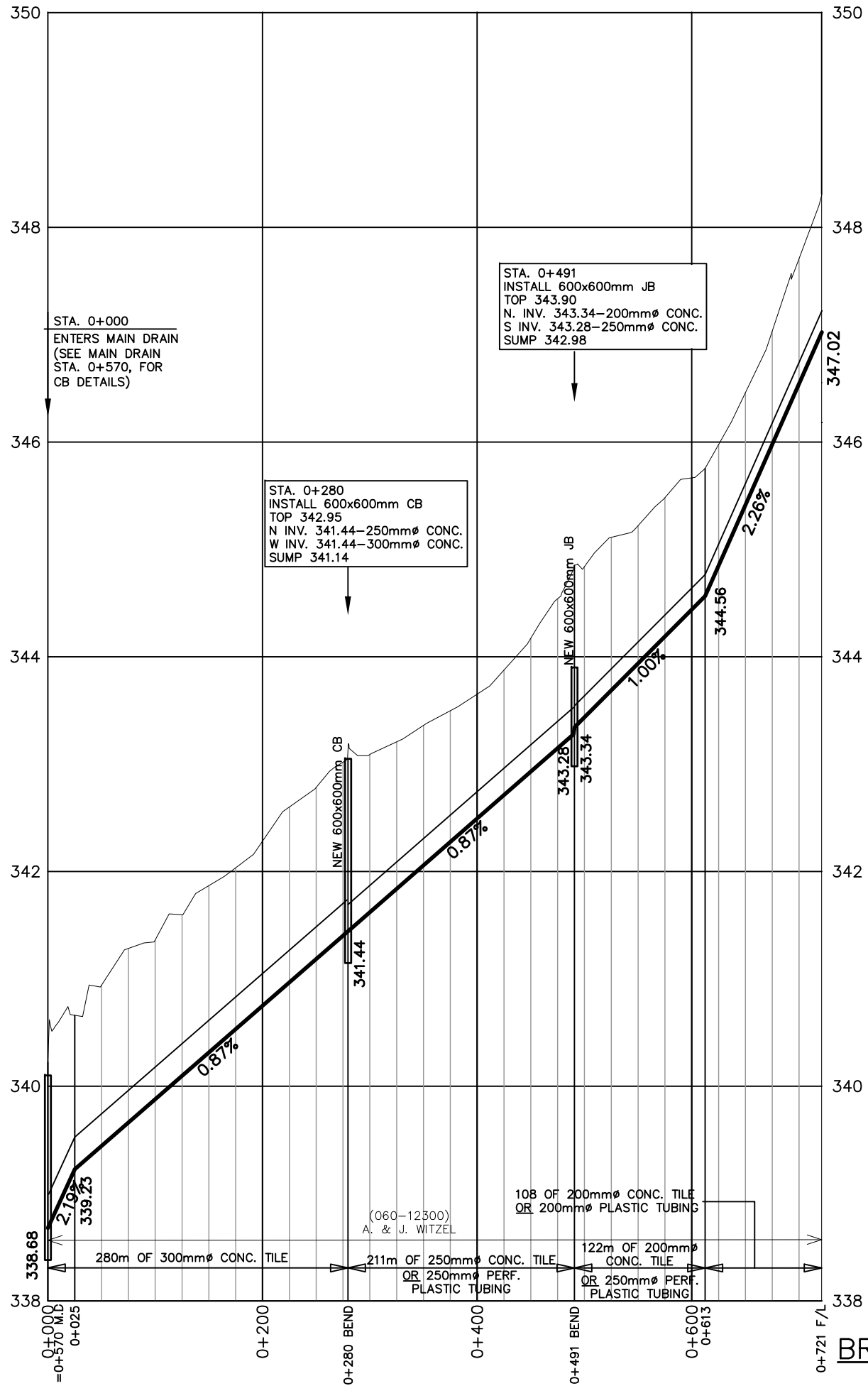
DESIGNED BY: T.B.J.  
CHECKED BY: C.J.M.  
DRAWN BY: V.E.S.  
CHECKED BY: C.J.M.



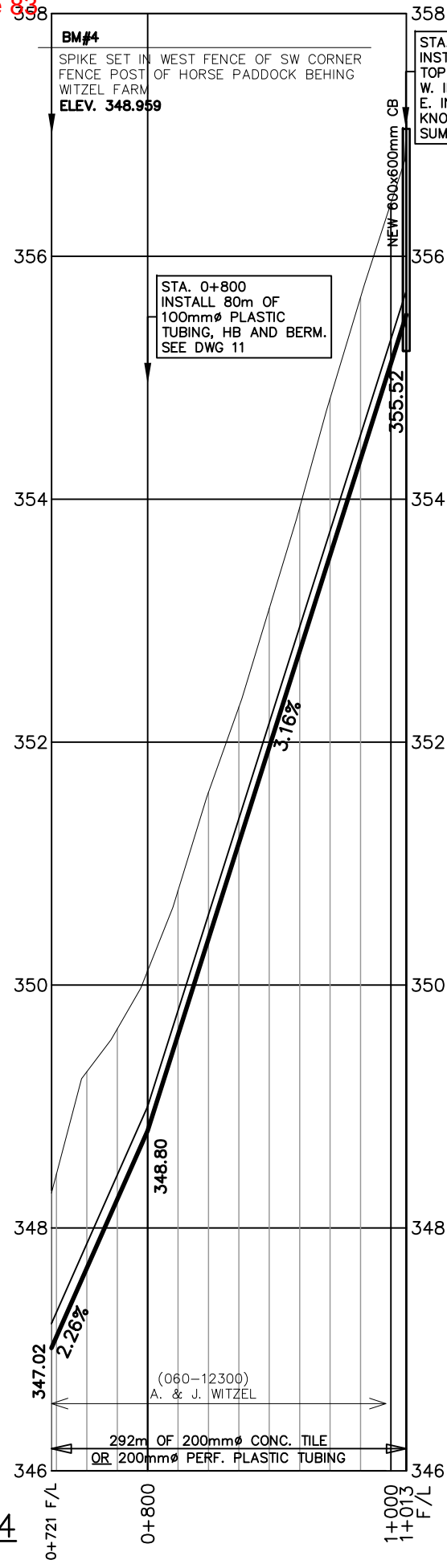
<b>WITZEL DRAIN</b>	
COUNTY OF OXFORD TOWNSHIP OF EAST ZORRA-TAVISTOCK COUNTY OF PERTH TOWNSHIP OF PERTH EAST	
<b>PROFILE: BRANCHES 1 AND 2</b>	<b>MAY 30, 2022</b>
 <b>K. SMART ASSOCIATES LIMITED</b> CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY	REVISED:
	JOB NUMBER: <b>20-329</b>
	DRAWING <b>3 OF 11</b>



S:\2020\20-329\Drafting\PROFILE 20-329.dwg BRANCH 3 PROFILE 28-May-22 2:27:54 PM



BRANCH 4



DESIGNED BY: T.B.J.  
CHECKED BY: C.J.M.  
DRAWN BY: V.E.S.  
CHECKED BY: C.J.M.



0 50 100m  
( SCALE 1 : 5000 )  
HORZ.  
0 0.5 1m  
( SCALE 1 : 50 )  
VERT.  
SCALE (ON 11x17)

WITZEL DRAIN

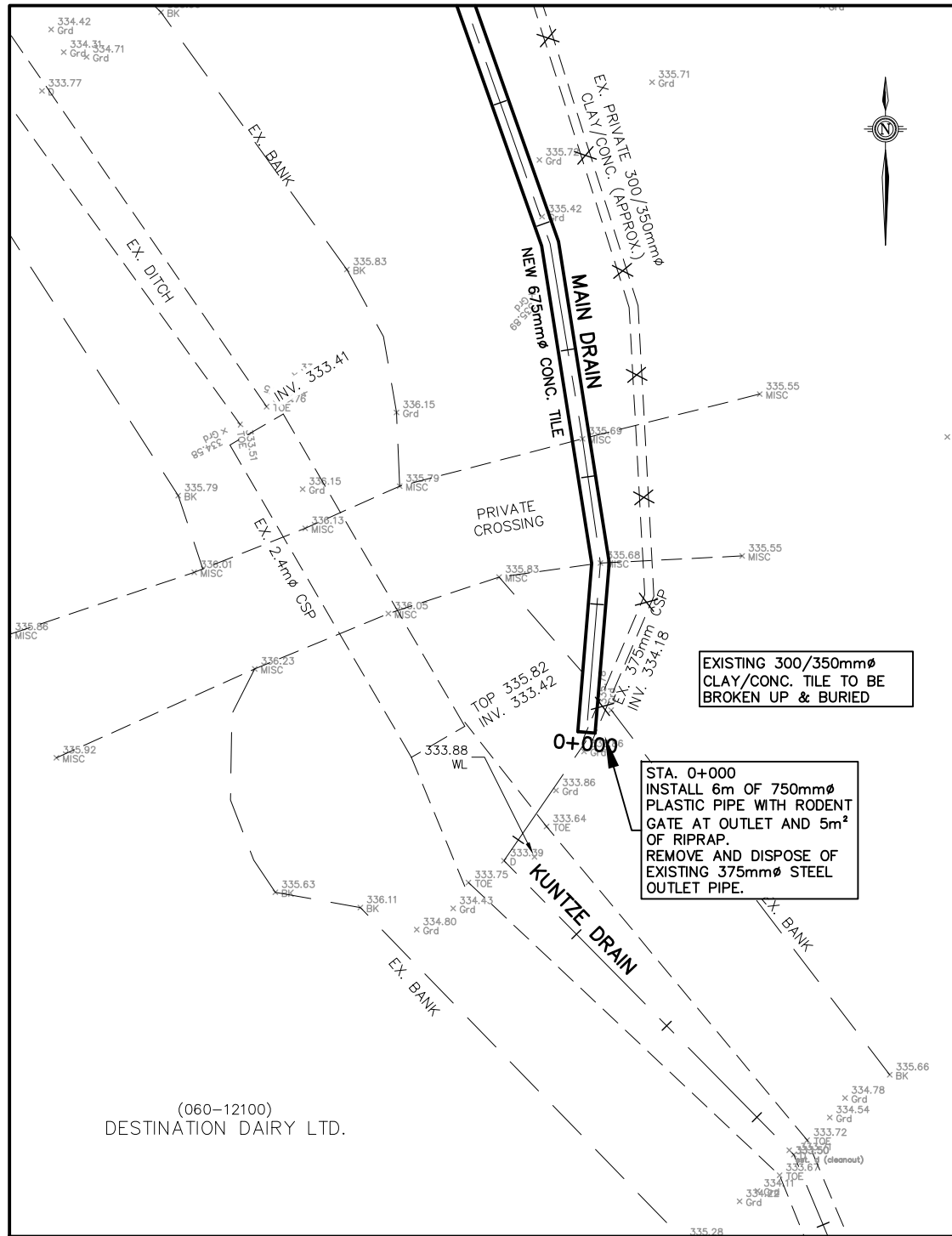
COUNTY OF OXFORD TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF PERTH TOWNSHIP OF PERTH EAST

PROFILE: BRANCH 4

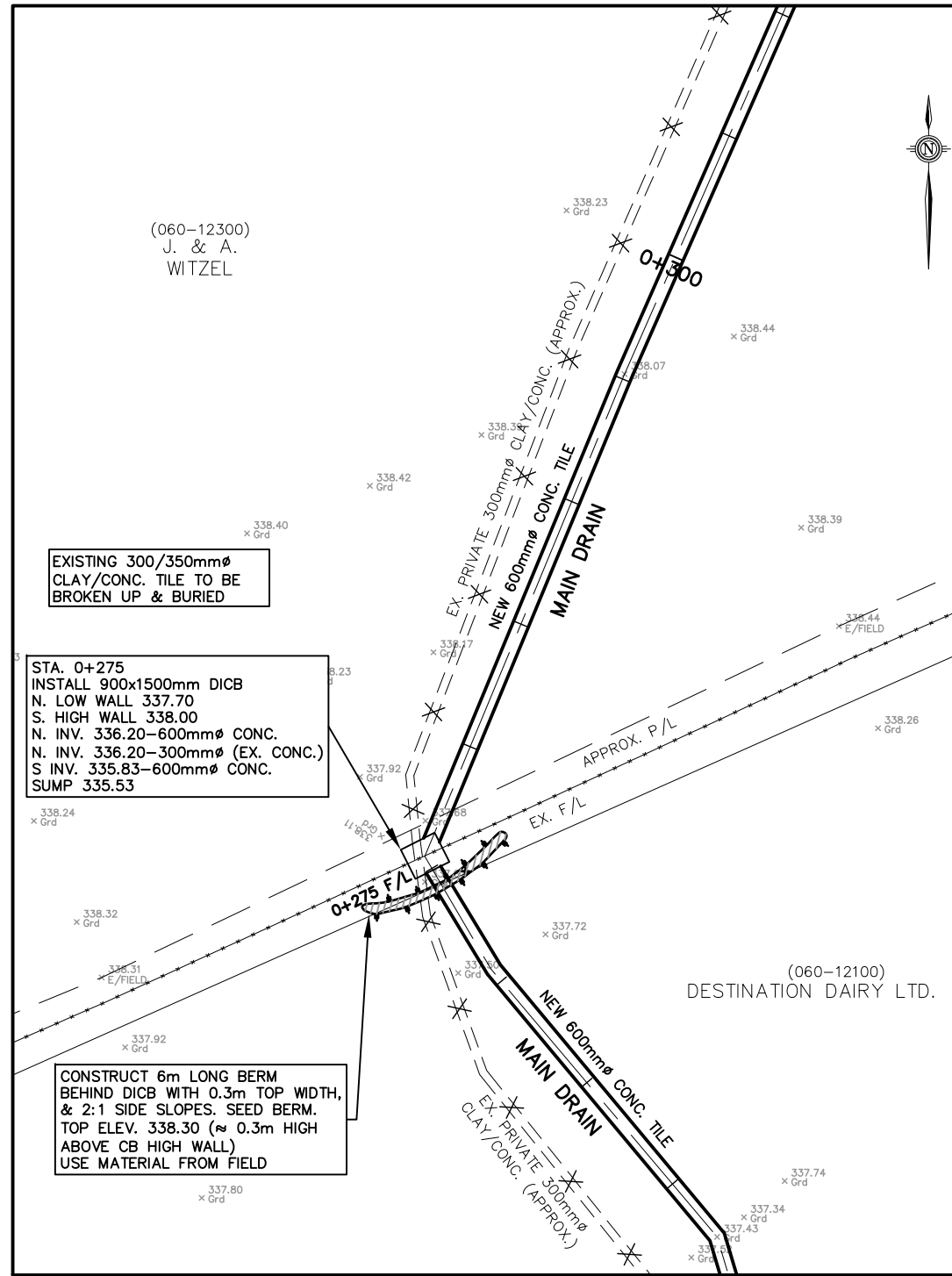
MAY 30, 2022

**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
KITCHENER SUDBURY

REVISED:  
JOB NUMBER: 20-329  
DRAWING  
5 OF 11



MAIN DRAIN STA. 0+000



MAIN DRAIN STA. 0+275

### 300) SPECIAL PROVISIONS

### 300.1) CONSTRUCTION SPECIFICATIONS – GENERAL NOTES

1. WORKING AREA  
FOR A CLOSED DRAIN UP TO 2m DEEP THE WORKING AREA SHALL BE A 10m WIDTH ON EITHER SIDE OF THE TRENCH OR ANY COMBINATION NOT EXCEEDING 20m. FOR CLOSED DRAINS DEEPER THAN 2m THE WORKING AREA SHALL BE INCREASED TO 30m. IF ANY PART OF THE DRAIN IS CLOSE TO A PROPERTY LINE THEN THE PROPERTY LINE SHALL BE ONE OF THE LIMITS OF THE WORK AREA. WHERE ANY PART OF THE DRAIN IS ON A ROAD ALLOWANCE, THE ROAD ALLOWANCE SHALL BE THE WORKING AREA. RESTRICTED OR INCREASED WORKING AREAS WILL BE DESCRIBED IN DETAIL IN THE SPECIFIC CONSTRUCTION NOTES.
2. ACCESS  
ACCESS TO THE WORKING AREA SHALL BE FROM ROAD ALLOWANCES AND AS DESIGNATED ON THE DRAWINGS AND/OR SPECIFIC NOTES. NO OTHER ACCESS ROUTES SHALL BE USED UNLESS FIRST APPROVED BY THE ENGINEER AND THE AFFECTED LANDOWNER. SPECIFICATIONS RELATED TO CONSTRUCTION WILL APPLY TO THE ACCESS ROUTES. CONTRACTOR SHALL MAKE GOOD ANY DAMAGES CAUSED BY USING THE DESIGNATED ACCESS ROUTES. THE CONTRACTOR SHALL CONTACT EACH OWNER PRIOR COMMENCING CONSTRUCTION ON EACH PROPERTY.

### 300.1) CONSTRUCTION SPECIFICATIONS – SPECIFIC NOTES

## TYPICAL NOTES FOR EACH NEW TILE LENGTH

1. ON STRAIGHT RUNS, ENSURE TILE JOINTS ARE PARALLEL (MAXIMUM 12mm (½") GAP), AND TILE WRAP IS FLAT, COVERS JOINT EVENLY AND HAS OVERLAP.
2. ON CURVED RUNS, ENSURE TILE JOINTS ARE TOUCHING ON ONE SIDE WITH MAXIMUM GAP OF 12mm (½") ON OPPOSITE SIDE. BEVEL CUT TILE OR USE ELBOW SECTIONS WITH GREATER RADIUS. TILE WRAP TO BE FLAT, COVER JOINTS EVENLY AND HAVE OVERLAP.
3. ALL INTERCEPTED LATERAL TILE ARE TO BE FLAGGED AT THE CONNECTION SO THE ENGINEER CAN GPS.


MAIN DRAIN

DESTINATION DIARY (060-12100)

0+000	-KUNTIZE DRAIN DITCH RECENTLY CLEANED OUT (AFTER SURVEY). SPOT CLEANOUT AT PROPOSED DRAIN OUTLET MAY STILL BE REQUIRED.
0+000 TO 0+006	-INSTALL 6m OF 750mmØ SOLID PLASTIC PIPE AT OUTLET WITH RODENT GATE AND 5m <sup>2</sup> OF RIPRAP. -REMOVE AND DISPOSE OF EXISTING 375mmØ CSP OUTLET PIPE.
0+006 TO 0+180	-INSTALL 174m OF 675mmØ CONCRETE TILE WITH JOINT WRAP. -BREAK UP AND BURY EXISTING 300mm/350mmØ CLAY/CONC. TILE.
0+180 TO 0+275	-INSTALL 95m OF 600mmØ CONCRETE TILE WITH JOINT WRAP. -BREAK UP AND BURY EXISTING 300mm/350mmØ CLAY/CONC. TILE.
0+275	-CONSTRUCT 6m LONG BERM AS PER DETAIL AND NOTES

J. & A. WITZEL (060-12300)


0+275	-CONSTRUCT 900x1500mm CONCRETE DICB, INCLUDING CONNECTIONS AND BIRD CAGE GRATE.
0+275 TO 0+933	-SEE DETAIL AND NOTES ON DWG. 7

DESIGNED BY: T.B.J.		0 _____
CHECKED BY: C.J.M.		( SCALE 1 : 2,000 )
DRAWN BY: V.E.S.		<u>SCALE</u>
CHECKED BY: C.J.M.		

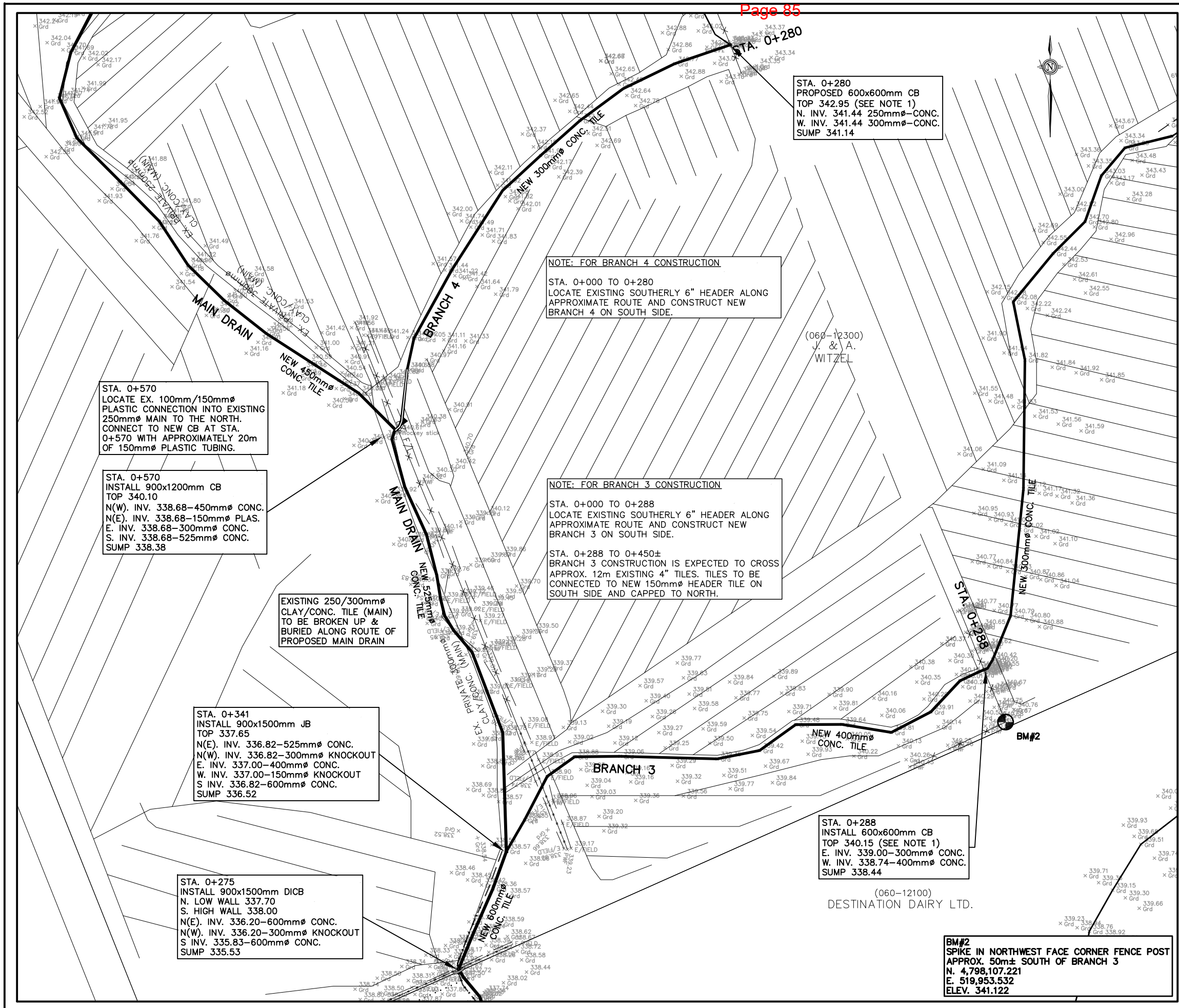
## WITZEL DRAIN

COUNTY OF OXFORD  
COUNTY OF PERTH

TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TOWNSHIP OF PERTH EAST

<b>DETAILS: MAIN DRAIN</b> <b>STA. 0+000 AND STA. 0+275</b>		<b>MAY 30, 202</b>
 <b>K. SMART ASSOCIATES LIMITED</b> CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY	REVISED:	
	JOB NUMBER: <b>20-329</b>	
	DRAWING <div style="text-align: right; font-size: 2em;">6 OF 11</div>	





300) SPECIAL PROVISIONS

300.1) CONSTRUCTION SPECIFICATIONS – GENERAL NOTES

1. **WORKING AREA**  
FOR A CLOSED DRAIN UP TO 2m DEEP THE WORKING AREA SHALL BE A 10m WIDTH ON EITHER SIDE OF THE TRENCH OR ANY COMBINATION NOT EXCEEDING 20m. FOR CLOSED DRAINS DEEPER THAN 2m THE WORKING AREA SHALL BE INCREASED TO 30m. IF ANY PART OF THE DRAIN IS CLOSE TO A PROPERTY LINE THEN THE PROPERTY LINE SHALL BE ONE OF THE LIMITS OF THE WORK AREA. WHERE ANY PART OF THE DRAIN IS ON A ROAD ALLOWANCE, THE ROAD ALLOWANCE SHALL BE THE WORKING AREA. RESTRICTED OR INCREASED WORKING AREAS WILL BE DESCRIBED IN DETAIL IN THE SPECIFIC CONSTRUCTION NOTES.

2. **ACCESS**  
ACCESS TO THE WORKING AREA SHALL BE FROM ROAD ALLOWANCES AND AS DESIGNATED ON THE DRAWINGS AND/OR SPECIFIC NOTES. NO OTHER ACCESS ROUTES SHALL BE USED UNLESS FIRST APPROVED BY THE ENGINEER AND THE AFFECTED LANDOWNER. SPECIFICATIONS RELATED TO CONSTRUCTION WILL APPLY TO THE ACCESS ROUTES. CONTRACTOR SHALL MAKE GOOD ANY DAMAGES CAUSED BY USING THE DESIGNATED ACCESS ROUTES. THE CONTRACTOR SHALL CONTACT EACH OWNER PRIOR COMMENCING CONSTRUCTION ON EACH PROPERTY.

300.1) CONSTRUCTION SPECIFICATIONS – SPECIFIC NOTES

TYPICAL NOTES FOR EACH NEW TILE LENGTH  
1. ON STRAIGHT RUNS, ENSURE TILE JOINTS ARE PARALLEL (MAXIMUM 12mm (1/2") GAP), AND TILE WRAP IS FLAT, COVERS JOINT EVENLY AND HAS OVERLAP.  
2. ON CURVED RUNS, ENSURE TILE JOINTS ARE TOUCHING ON ONE SIDE WITH MAXIMUM GAP OF 12mm (1/2") ON OPPOSITE SIDE. BEVEL CUT TILE OR USE ELBOW SECTIONS WHERE CURVES ARE GREATER. TILE WRAP TO BE FLAT, COVER JOINTS EVENLY AND HAVE OVERLAP.  
3. ALL INTERCEPTED LATERAL TILE ARE TO BE FLAGGED AT THE CONNECTION SO THE ENGINEER CAN GPS.

**MAIN DRAIN**  
**J. & A. WITZEL (060-12300)**

0+275 TO 0+341 –INSTALL 66m OF 600mmØ CONCRETE TILE WITH JOINT WRAP.  
–BREAK UP AND BURY EXISTING 300mmØ CLAY/CONC. TILE.  
0+341 –CONSTRUCT 900x1500mm JUNCTION BOX INCLUDING CONNECTIONS.  
0+341 TO 0+570 –INSTALL 229m OF 525mmØ CONCRETE TILE WITH JOINT WRAP.  
–BREAK UP AND BURY EXISTING 300mmØ CLAY/CONC. TILE.  
0+570 –CONSTRUCT 900x1200mm CATCHBASIN, INCLUDING CONNECTIONS AND BIRDCAFE GRATE. SEE NOTE 1 BELOW.  
–LOCATE EX. 100mm/150mmØ PLASTIC CONNECTION INTO EXISTING 250mmØ MAIN, APPROX. 20m NORTH OF PROPOSED CB. CONNECT TO NEW CB WITH APPROX. 20m OF 150mmØ PLASTIC TUBING ON EAST SIDE OF MAIN DRAIN.  
0+570 TO 0+933 –INSTALL 363m OF 450mmØ CONCRETE TILE WITH JOINT WRAP.  
–BREAK UP AND BURY EXISTING 300mmØ CLAY/CONC. TILE.  
0+933+ –SEE NOTES ON DRAWING 8.

**BRANCH 3**  
**J. & A. WITZEL (060-12300)**

0+000 TO 0+288 –INSTALL 288m OF 400mmØ CONCRETE TILE WITH JOINT WRAP. EXISTING (6") PRIVATE HEADER TILE TO NORTH TO BE PRE-LOCATED AND PRESERVED.  
0+288 –CONSTRUCT 600x600mm CATCHBASIN, INCLUDING CONNECTIONS AND BIRDCAFE GRATE. SEE NOTE 1 BELOW.  
0+288 TO 0+637 –INSTALL 349m OF 300mmØ CONCRETE TILE WITH JOINT WRAP.  
0+288 TO 0+458± –INSTALL APPROX. 170m± OF 150mmØ (6") PLASTIC TUBING HEADER TILE ALONG EAST SIDE OF PROPOSED DRAIN WITH APPROX. 12±-4" TILE CONNECTIONS FROM SOUTHEAST. HEADER TILE ENDS WHEN EXISTING 150mmØ (6") HEADER TILE IS REACHED. TILE PLAN WILL BE PROVIDED.  
0+637+ –SEE NOTES ON DRAWING 10.

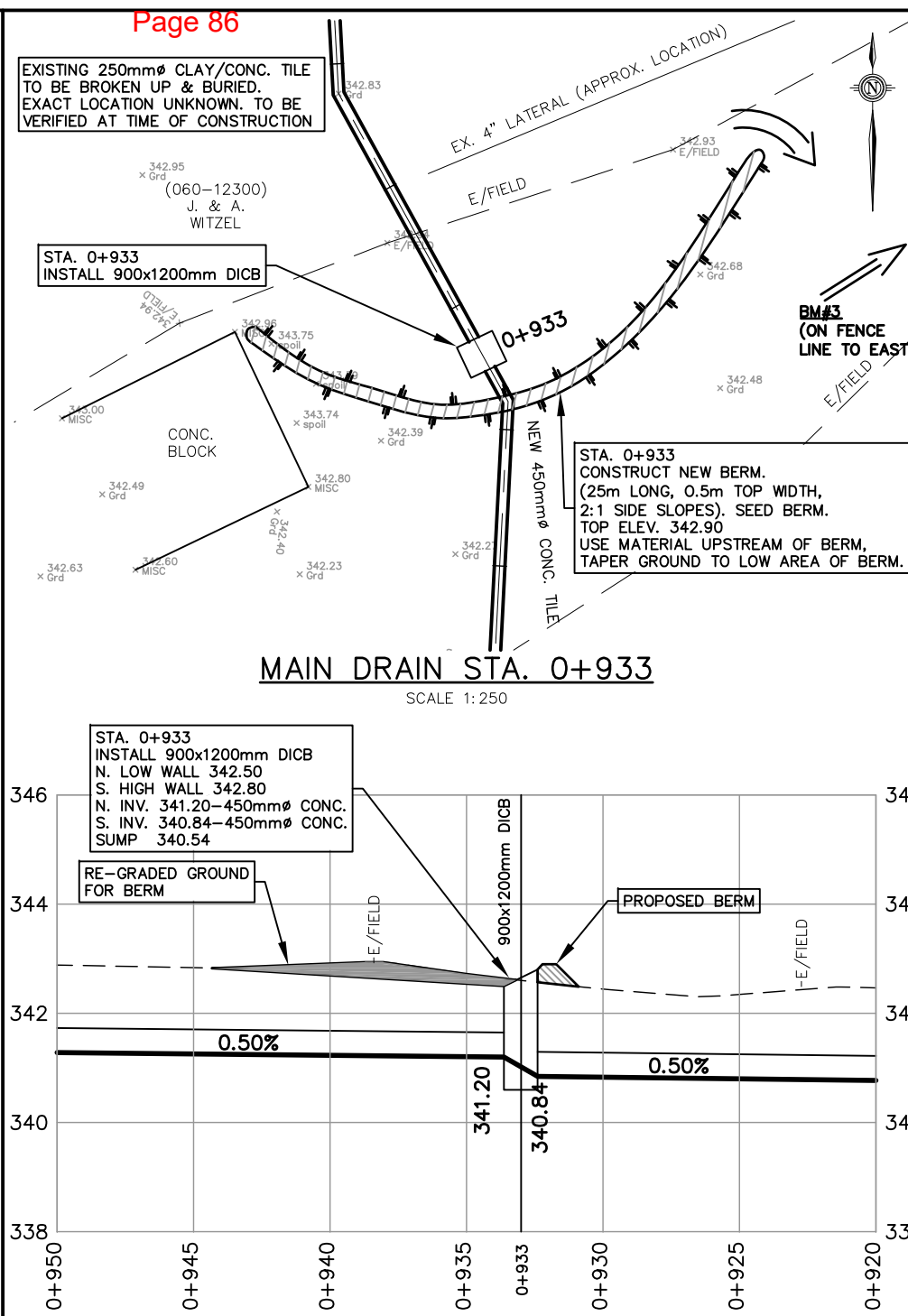
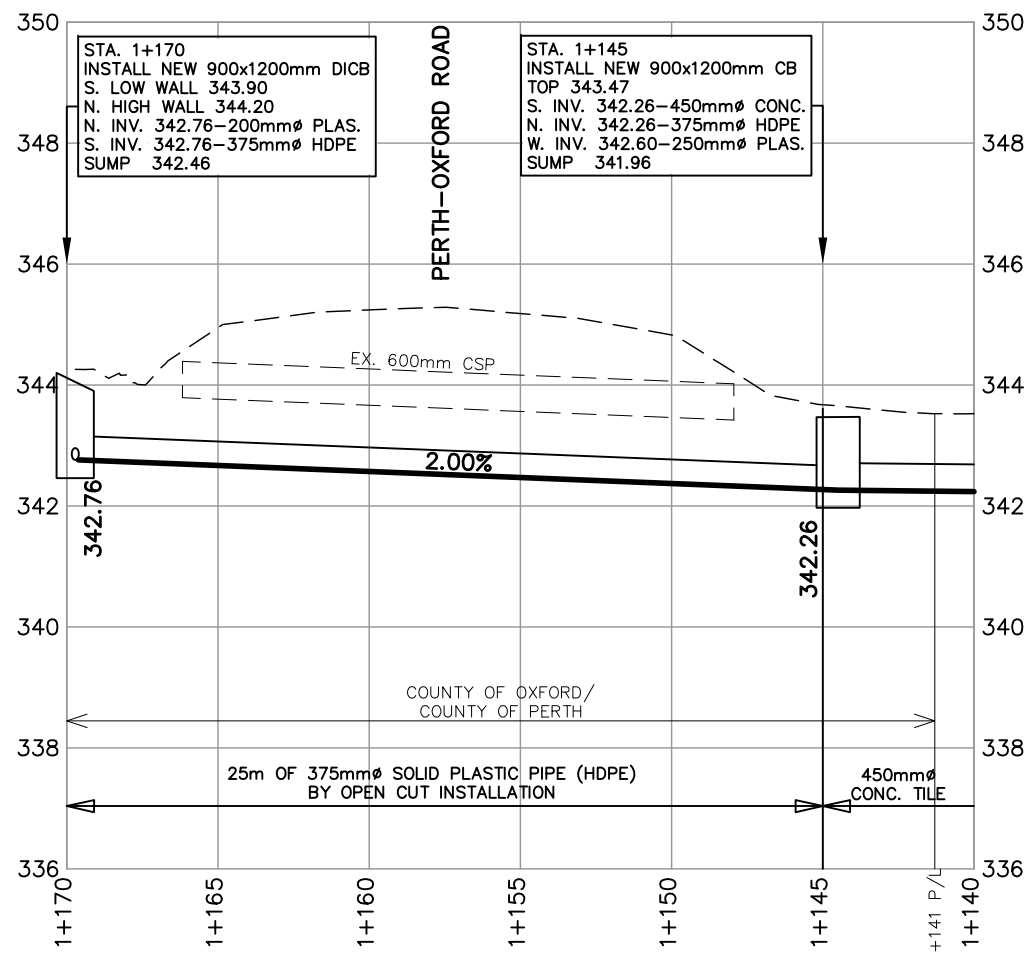
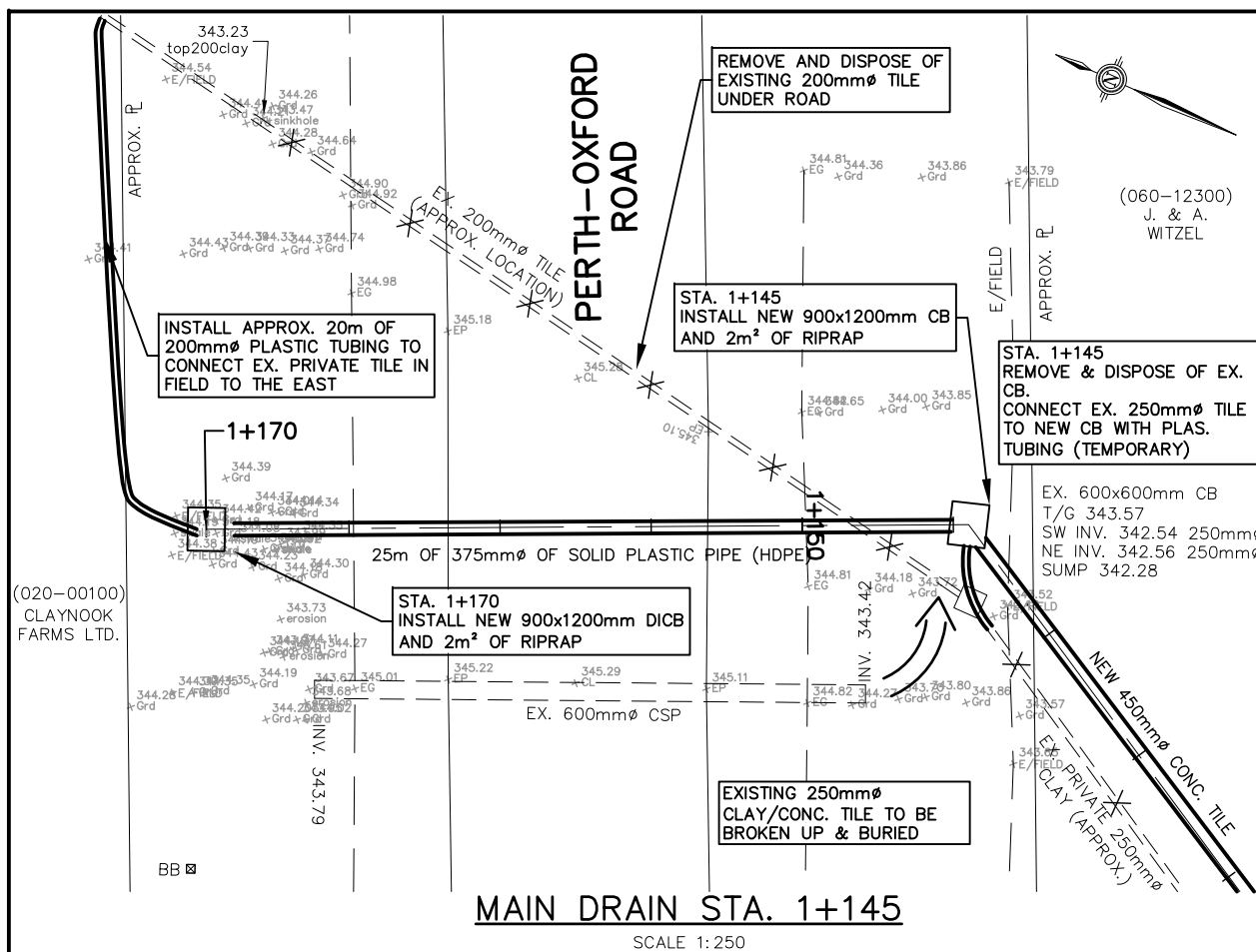
**BRANCH 4**  
**J. & A. WITZEL (060-12300)**

0+000 TO 0+280 –INSTALL 280m OF 300mmØ CONCRETE TILE WITH JOINT WRAP. EXISTING 150mm (6") PRIVATE HEADER TILE TO NORTH TO BE PRE-LOCATED AND PRESERVED.  
0+280+ –SEE NOTES ON DRAWING 11.

NOTE 1 – IF POSSIBLE, MANUFACTURER TO SET TOP COMPONENT OF CB TO BE 0.6m TALL SO OWNER MAY ELECT TO REMOVE AND CONVERT TO JUNCTION BOX IN FUTURE.  
NOTE 2 – EXISTING TILE PATTERN SHOWN IS AN APPROXIMATE RECREATION USING TILE PLANS RECEIVED BY OWNER AND OXFORD COUNTY AERIALS.

DESIGNED BY: T.B.J.		
CHECKED BY: C.J.M.		
DRAWN BY: V.E.S.		
CHECKED BY: C.J.M.		

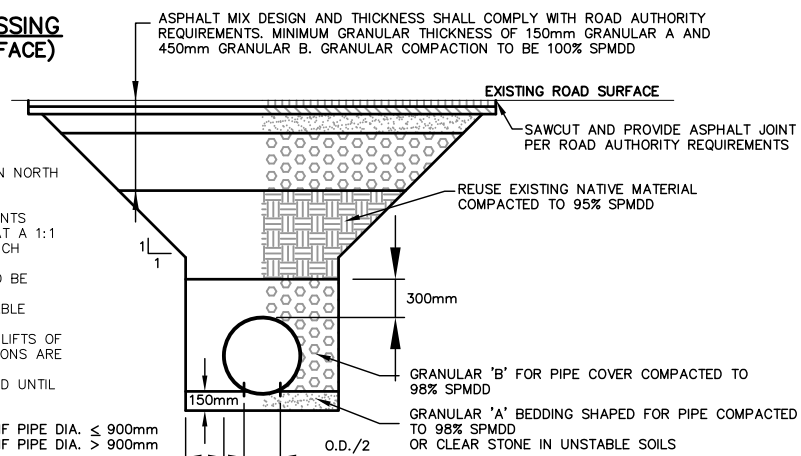
<b>WITZEL DRAIN</b>	
COUNTY OF OXFORD TOWNSHIP OF EAST ZORRA-TAVISTOCK COUNTY OF PERTH TOWNSHIP OF PERTH EAST	
<b>ENLARGEMENT: MAIN DRAIN, BRANCH 3 AND 4</b>	<b>MAY 30, 2022</b>
	REVISED:
	JOB NUMBER: <b>20-329</b>
	DRAWING
<b>7 OF 11</b>	



### SD-13 OPEN CUT ROAD CROSSING (PAVED OR GRAVEL SURFACE) NOT TO SCALE

#### NOTES FOR ROAD CROSSING:

- EXISTING TILE LOCATION AND DEPTH ON NORTH SIDE OF ROAD TO BE VERIFIED BEFORE COMPLETING ROAD CROSSING.
- BACKFILL AND COMPACTION REQUIREMENTS ALSO APPLY BEYOND THE SHOULDER AT A 1:1 SLOPE DOWN TO THE BOTTOM OF TRENCH EXCAVATION
- ALL SURPLUS EXCAVATED MATERIAL TO BE HAULED AWAY
- ASPHALT SHALL COMPLY WITH APPLICABLE OPSS MATERIAL SPECIFICATIONS.
- IN INITIAL CONSTRUCTION SEASON ALL LIFTS OF ASPHALT SHALL BE PLACED IF CONDITIONS ARE SUITABLE. IF CONDITIONS ARE POOR, TEMPORARY ASPHALT MAY BE REQUIRED UNTIL FOLLOWING CONSTRUCTION YEAR.



### 300) SPECIAL PROVISIONS

#### 300.1) CONSTRUCTION SPECIFICATIONS- GENERAL NOTES

1. **WORKING AREA**  
FOR A CLOSED DRAIN UP TO 2m DEEP THE WORKING AREA SHALL BE A 10m WIDTH ON EITHER SIDE OF THE TRENCH OR ANY COMBINATION NOT EXCEEDING 20m. FOR CLOSED DRAINS DEEPER THAN 2m THE WORKING AREA SHALL BE INCREASED TO 30m. IF ANY PART OF THE DRAIN IS CLOSE TO A PROPERTY LINE THEN THE PROPERTY LINE SHALL BE ONE OF THE LIMITS OF THE WORK AREA. WHERE ANY PART OF THE DRAIN IS ON A ROAD ALLOWANCE, THE ROAD ALLOWANCE SHALL BE THE WORKING AREA. RESTRICTED OR INCREASED WORKING AREAS WILL BE DESCRIBED IN DETAIL IN THE SPECIFIC CONSTRUCTION NOTES.

#### 2. ACCESS

ACCESS TO THE WORKING AREA SHALL BE FROM ROAD ALLOWANCES AND AS DESIGNATED ON THE DRAWINGS AND/OR SPECIFIC NOTES. NO OTHER ACCESS ROUTES SHALL BE USED UNLESS FIRST APPROVED BY THE ENGINEER AND THE AFFECTED LANDOWNER. SPECIFICATIONS RELATED TO CONSTRUCTION WILL APPLY TO THE ACCESS ROUTES. CONTRACTOR SHALL MAKE GOOD ANY DAMAGES CAUSED BY USING THE DESIGNATED ACCESS ROUTES. THE CONTRACTOR SHALL CONTACT EACH OWNER PRIOR COMMENCING CONSTRUCTION ON EACH PROPERTY.

#### 300.2) CONSTRUCTION SPECIFICATIONS - SPECIFIC NOTES

##### TYPICAL NOTES FOR EACH NEW TILE LENGTH

- ON STRAIGHT RUNS, ENSURE TILE JOINTS ARE PARALLEL (MAXIMUM 12mm (½") GAP), AND TILE WRAP IS FLAT, COVERS JOINT EVENLY AND HAS OVERLAP.
- ON CURVED RUNS, ENSURE TILE JOINTS ARE TOUCHING ON ONE SIDE WITH MAXIMUM GAP OF 12mm (½") ON OPPOSITE SIDE. BEVEL CUT TILE OR USE ELBOW SECTIONS WHERE CURVES ARE GREATER. TILE WRAP TO BE FLAT, COVER JOINTS EVENLY AND HAVE OVERLAP.
- ALL INTERCEPTED LATERAL TILE ARE TO BE FLAGGED AT THE CONNECTION SO THE ENGINEER CAN GPS.

##### MAIN DRAIN

J. & A. WITZEL (060-12300)

0+933 -CONSTRUCT 900x1200mm DICB, INCLUDING CONNECTIONS AND BIRDCAGE GRATE.

-CONSTRUCT 25m LONG BERM AS PER DETAIL AND NOTES. BERM AND DISTURBED GROUND IN FRONT OF BERM TO BE SEEDED.

0+933 TO 1+145 -INSTALL 212m OF 450mmØ CONCRETE TILE WITH JOINT WRAP.

-EXISTING 250mmØ CLAY/CONC. TILE TO BE BROKEN UP AND BURIED.

##### OXFORD COUNTY & PERTH COUNTY

1+145 -CONSTRUCT 900x1200mm CONCRETE CB, INCLUDING CONNECTIONS, BIRDCAGE GRATE AND 2m² OF RIPRAP.

-CONNECT EX. 250mmØ TILE TO NEW CB WITH 3m OF 250mmØ PLAS. TUBING (TEMPORARY CONNECTION ASSUMING ROAD CROSSING COMPLETED BEFORE NEW DOWNSTREAM MAIN DRAIN).

1+145 TO 1+170 -INSTALL 25m OF 375mmØ SOLID PLASTIC (HDPE) PIPE CROSSING OF PERTH-OXFORD ROAD BY OPEN CUT.

-BEDDING, BACKFILL AND ROAD RESTORATION TO MEET THE SAME COUNTY OF OXFORD REQUIREMENTS FOR CULVERT REPLACEMENT CONTRACT OR OTHERWISE TO BE COMPLETED AS PER K. SMART ASSOCIATES SD-13.

-REMOVE AND DISPOSE OF EXISTING 200mmØ TILE UNDER ROAD FROM EXISTING CATCHBASIN ON SOUTH SIDE OF ROAD TO POINT WHERE TILE IS OUT OF THE BASE OF ROAD.

1+170 -CONSTRUCT 900x1200mm CONCRETE DICB, INCLUDING CONNECTIONS, BIRDCAGE GRATE AND 2m² OF RIPRAP.

-INSTALL APPROX. 20m OF 200mmØ PLASTIC TUBING TO CONNECT THE EXISTING 200mmØ IN FIELD TO NEW CATCHBASIN. DEPTH AND LOCATION OF EXISTING TILE TO BE VERIFIED PRIOR TO ROAD CROSSING INSTALLATION.

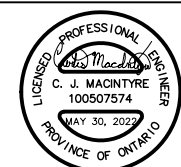
**BM#3**  
SPIKE SET IN W. FACE OF 2ND LAST  
FENCE POST S/SIDE ROAD ALLOWANCE  
N. 4,799,082.570  
E. 519,632.581  
ELEV. 343.711

DESIGNED BY: T.B.J.

CHECKED BY: C.J.M.

DRAWN BY: V.E.S.

CHECKED BY: C.J.M.



0 2.5 5m

( SCALE 1 : 250 )

HORIZ.

0 2.5m

( SCALE 1 : 125 )

VERT.

SCALE (ON 11x17)

### WITZEL DRAIN

COUNTY OF OXFORD  
COUNTY OF PERTH

TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TOWNSHIP OF PERTH EAST

**DETAILS: MAIN DRAIN  
STA. 0+930 AND STA. 1+145**

**MAY 30, 2022**



**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
KITCHENER SUDBURY

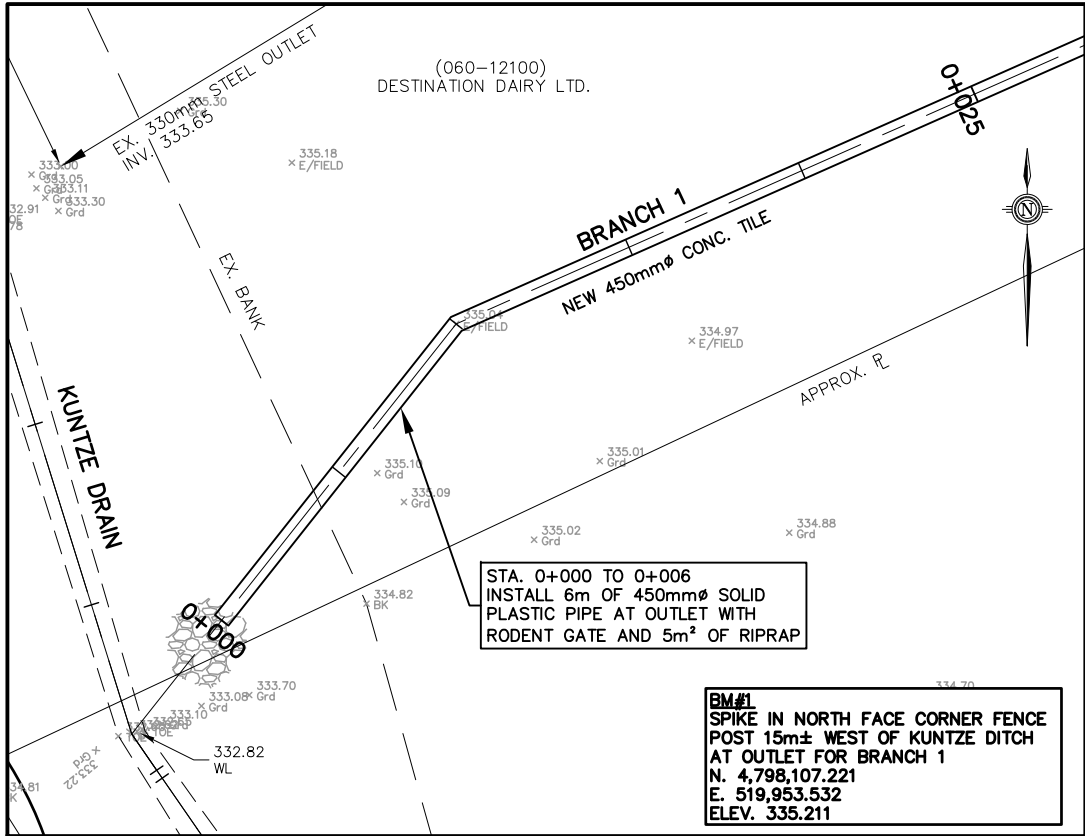
REVISED:

JOB NUMBER: **20-329**

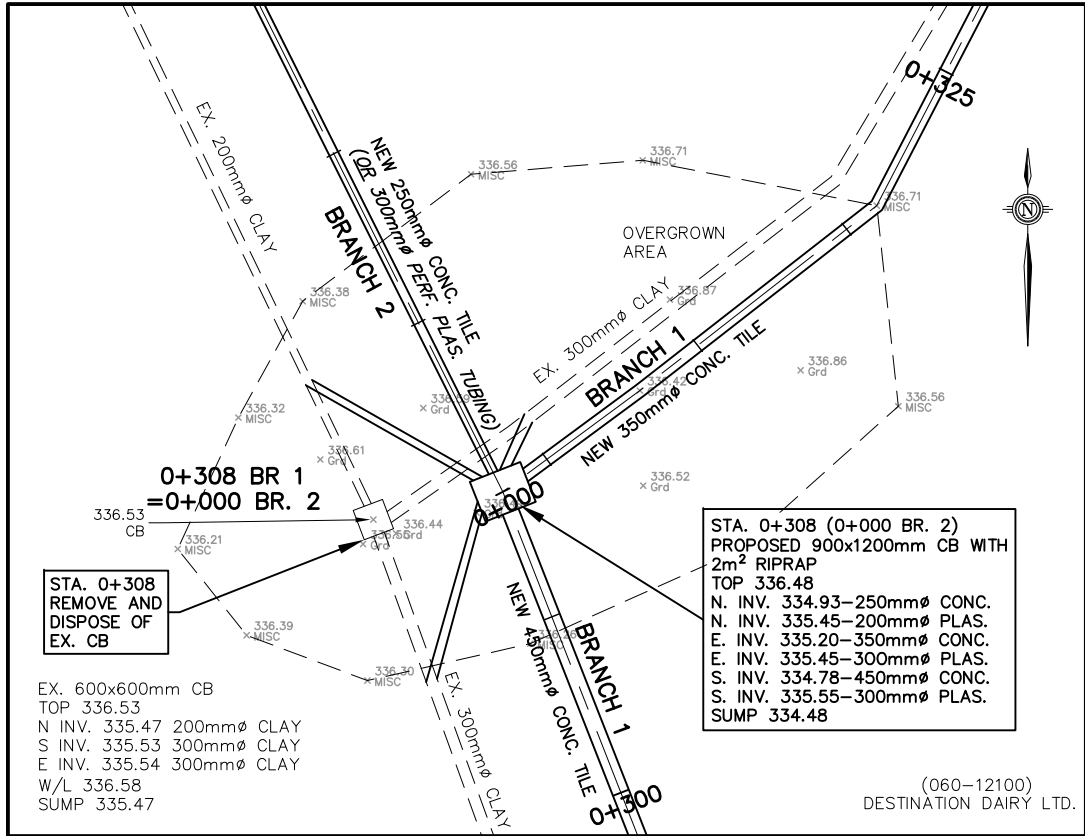
DRAWING

**8 OF 11**

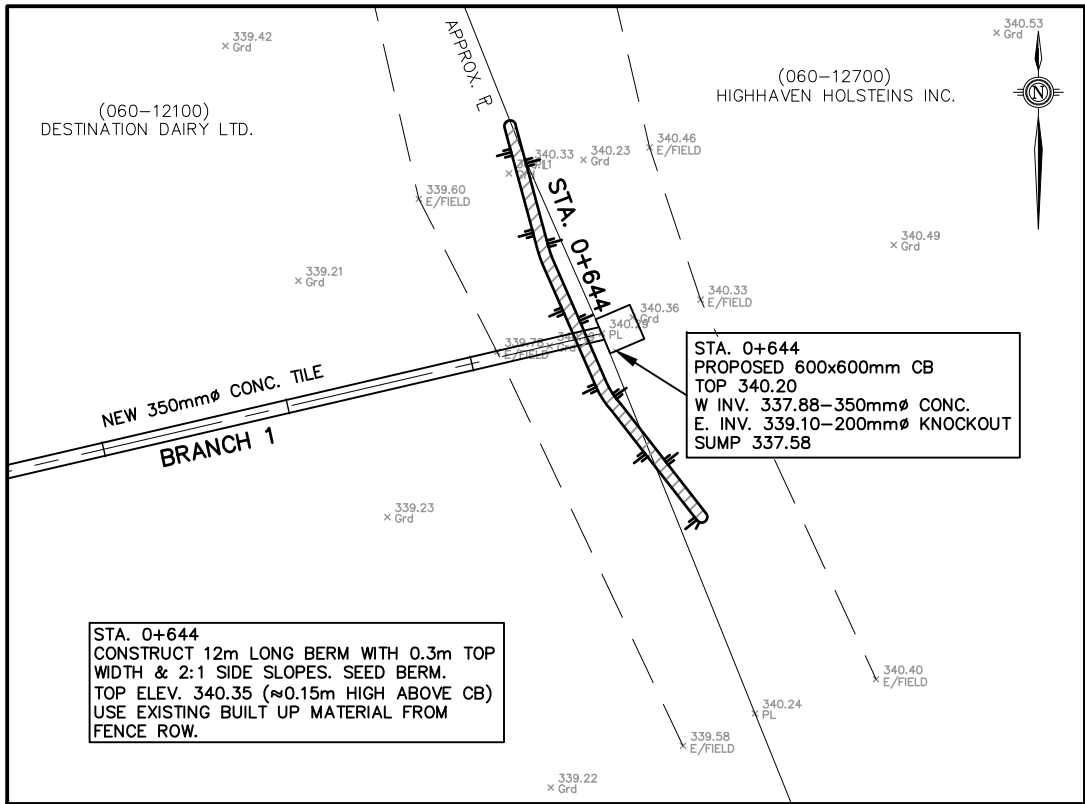




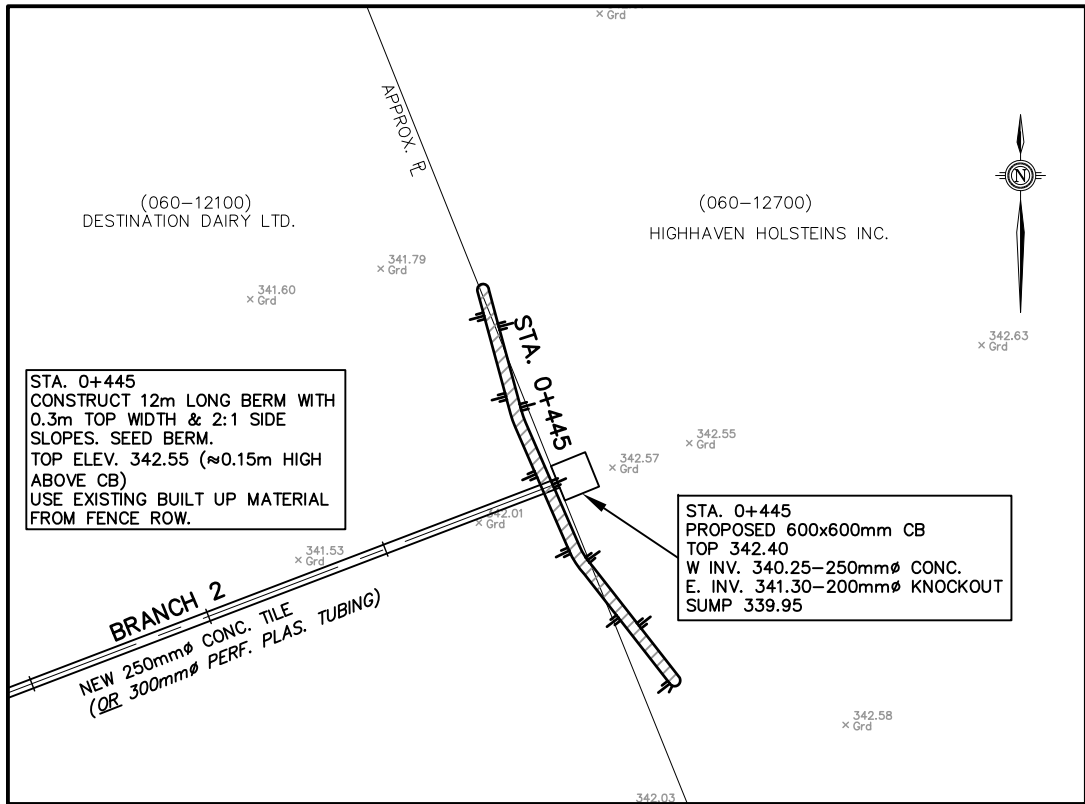
BRANCH 1 STA. 0+308 = STA. 0+000 BR. 2



BRANCH 1 STA. 0+308 = STA. 0+000 BR. 2



BRANCH 1 STA. 0+634



BRANCH 2 STA. 0+445

300) SPECIAL PROVISIONS

300.1) CONSTRUCTION SPECIFICATIONS- GENERAL NOTES

1. WORKING AREA  
FOR A CLOSED DRAIN UP TO 2m DEEP THE WORKING AREA SHALL BE A 10m WIDTH ON EITHER SIDE OF THE TRENCH OR ANY COMBINATION NOT EXCEEDING 20m. FOR CLOSED DRAINS DEEPER THAN 2m THE WORKING AREA SHALL BE INCREASED TO 30m. IF ANY PART OF THE DRAIN IS CLOSE TO A PROPERTY LINE THEN THE PROPERTY LINE SHALL BE ONE OF THE LIMITS OF THE WORK AREA. WHERE ANY PART OF THE DRAIN IS ON A ROAD ALLOWANCE, THE ROAD ALLOWANCE SHALL BE THE WORKING AREA. RESTRICTED OR INCREASED WORKING AREAS WILL BE DESCRIBED IN DETAIL IN THE SPECIFIC CONSTRUCTION NOTES.

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ACCESS TO THE WORKING AREA SHALL BE FROM ROAD ALLOWANCES AND AS DESIGNATED ON THE DRAWINGS AND/OR SPECIFIC NOTES. NO OTHER ACCESS ROUTES SHALL BE USED UNLESS FIRST APPROVED BY THE ENGINEER AND THE AFFECTED LANDOWNER. SPECIFICATIONS RELATED TO CONSTRUCTION WILL APPLY TO THE ACCESS ROUTES. CONTRACTOR SHALL MAKE GOOD ANY DAMAGES CAUSED BY USING THE DESIGNATED ACCESS ROUTES. THE CONTRACTOR SHALL CONTACT EACH OWNER PRIOR COMMENCING CONSTRUCTION ON EACH PROPERTY.

300.2) CONSTRUCTION SPECIFICATIONS - SPECIFIC NOTES

TYPICAL NOTES FOR EACH NEW TILE LENGTH  
1. ON STRAIGHT RUNS, ENSURE TILE JOINTS ARE PARALLEL (MAXIMUM 12mm (1/2") GAP), AND TILE WRAP IS FLAT, COVERS JOINT EVENLY AND HAS OVERLAP.  
2. ON CURVED RUNS, ENSURE TILE JOINTS ARE TOUCHING ON ONE SIDE WITH MAXIMUM GAP OF 12mm (1/2") ON OPPOSITE SIDE. BEVEL CUT TILE OR USE ELBOW SECTIONS WHERE CURVES ARE GREATER. TILE WRAP TO BE FLAT, COVER JOINTS EVENLY AND HAVE OVERLAP.  
3. ALL INTERCEPTED LATERAL TILE ARE TO BE FLAGGED AT THE CONNECTION SO THE ENGINEER CAN GPS.

BRANCH 1  
DESTINATION DAIRY (060-12100)

- 0+000 TO 0+006 -INSTALL 6m OF 450mmØ SOLID PLASTIC PIPE AT OUTLET WITH RODENT GATE AND 5m² OF RIPRAP.
- 0+006 TO 0+308 -INSTALL 302m OF 450mmØ CONCRETE TILE WITH JOINT WRAP. EXISTING 300mmØ PRIVATE TILE TO BE PRE-LOCATED AND PRESERVED.
- 0+308 -CONSTRUCT 900x1200mm CB, INCLUDING CONNECTIONS, BIRD CAGE GRATE AND 2m² OF RIPRAP.
- 0+308 TO 0+644 -INSTALL 336m OF 350mmØ CONCRETE TILE WITH JOINT WRAP. EXISTING 300mmØ PRIVATE TILE TO BE PRE-LOCATED AND PRESERVED.
- 0+644 -CONSTRUCT 12m LONG BERM AS PER DETAIL AND NOTES.

HIGHHAVEN HOLSTEINS INC. (060-12700)

- 0+644 -CONSTRUCT 600x600mm CB, INCLUDING CONNECTIONS AND BIRD CAGE GRATE.

BRANCH 2  
DESTINATION DAIRY LTD. (060+12700)

- 0+000 TO 0+445 -INSTALL 445m OF 250mmØ CONCRETE TILE WITH JOINT WRAP OR 300mmØ PERFORATED PLASTIC TUBING WITH FILTER SOCK.
- 0+445 -CONSTRUCT 12m LONG BERM AS PER DETAIL AND NOTES.

HIGHHAVEN HOLSTEINS INC. (060-12700)

- 0+445 -CONSTRUCT 600x600mm CB INCLUDING CONNECTIONS AND BIRD CAGE GRATE.

DESIGNED BY: T.B.J.

CHECKED BY: C.J.M.

DRAWN BY: V.E.S.

CHECKED BY: C.J.M.



0 2 4m  
( SCALE 1 : 200 )  
SCALE (ON 11x17)

WITZEL DRAIN

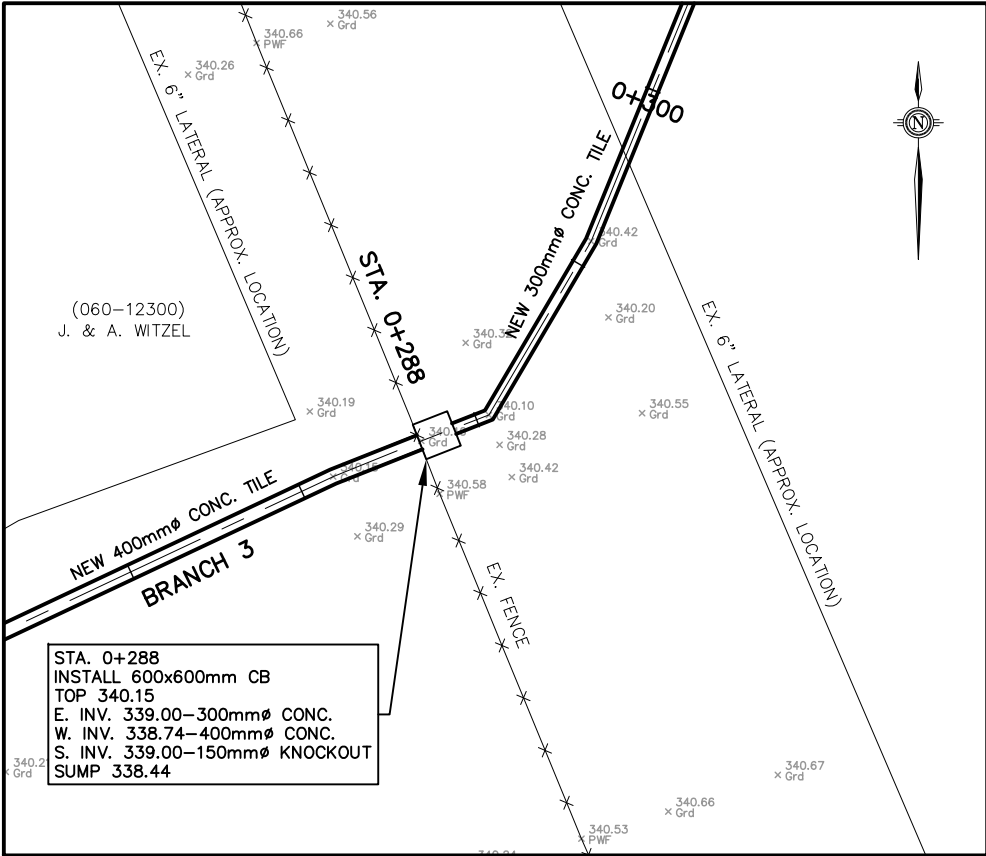
COUNTY OF OXFORD TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF PERTH TOWNSHIP OF PERTH EAST

DETAILS: BRANCH 1 & BRANCH 2

MAY 30, 2022

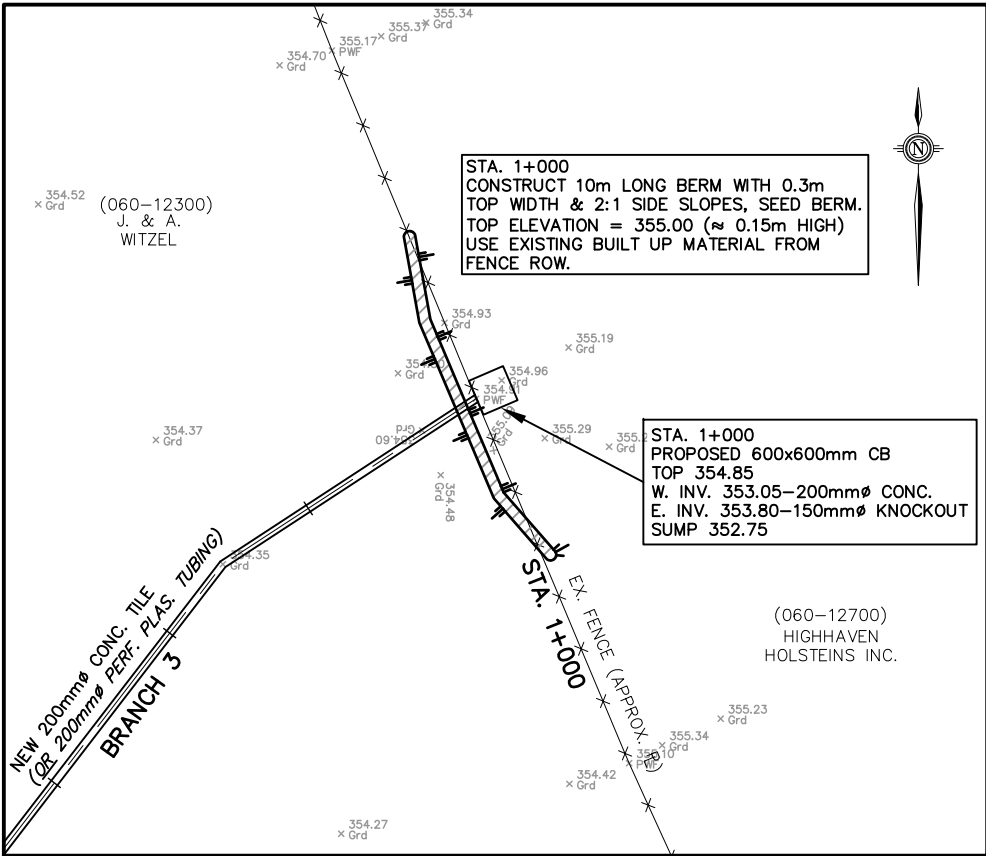
**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
KITCHENER SUDBURY

REVISED:  
JOB NUMBER: **20-329**  
DRAWING  
**9 OF 11**



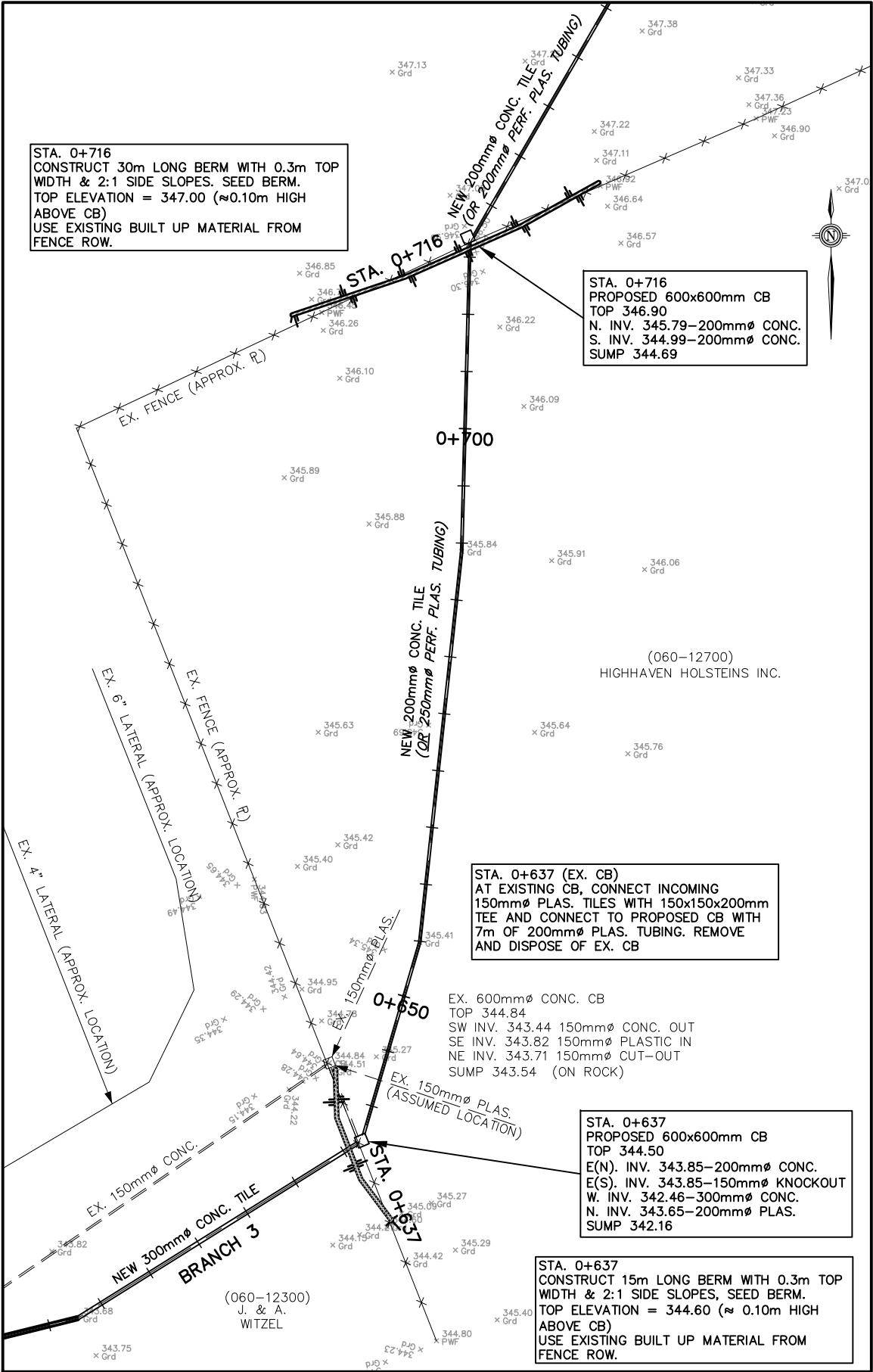
BRANCH 3 STA. 0+288

SCALE 1:200



BRANCH 3 STA. 1+000

SCALE 1:200



BRANCH 3 STA. 0+630 TO 0+725

SCALE 1:500

300) SPECIAL PROVISIONS

300.1) CONSTRUCTION SPECIFICATIONS- GENERAL NOTES

- WORKING AREA**  
FOR A CLOSED DRAIN UP TO 2m DEEP THE WORKING AREA SHALL BE A 10m WIDTH ON EITHER SIDE OF THE TRENCH OR ANY COMBINATION NOT EXCEEDING 20m. FOR CLOSED DRAINS DEEPER THAN 2m THE WORKING AREA SHALL BE INCREASED TO 30m. IF ANY PART OF THE DRAIN IS CLOSE TO A PROPERTY LINE THEN THE PROPERTY LINE SHALL BE ONE OF THE LIMITS OF THE WORK AREA. WHERE ANY PART OF THE DRAIN IS ON A ROAD ALLOWANCE, THE ROAD ALLOWANCE SHALL BE THE WORKING AREA. RESTRICTED OR INCREASED WORKING AREAS WILL BE DESCRIBED IN DETAIL IN THE SPECIFIC CONSTRUCTION NOTES.
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300.2) CONSTRUCTION SPECIFICATIONS - SPECIFIC NOTES

- TYPICAL NOTES FOR EACH NEW TILE LENGTH
- ON STRAIGHT RUNS, ENSURE TILE JOINTS ARE PARALLEL (MAXIMUM 12mm (1/2") GAP), AND TILE WRAP IS FLAT, COVERS JOINT EVENLY AND HAS OVERLAP.
  - ON CURVED RUNS, ENSURE TILE JOINTS ARE TOUCHING ON ONE SIDE WITH MAXIMUM GAP OF 12mm (1/2") ON OPPOSITE SIDE. BEVEL CUT TILE OR USE ELBOW SECTIONS WHERE CURVES ARE GREATER. TILE WRAP TO BE FLAT, COVER JOINTS EVENLY AND HAVE OVERLAP.
  - ALL INTERCEPTED LATERAL TILE ARE TO BE FLAGGED AT THE CONNECTION SO THE ENGINEER CAN GPS.

BRANCH 3  
J. & A. WITZEL (060-12300)

- 0+000 TO 0+288 -SEE NOTES ON DRAWING 7
- 0+288 -CONSTRUCT 600x600mm CATCHBASIN, INCLUDING CONNECTIONS AND BIRDCAGE GRATE. SEE NOTE 1 BELOW.
- 0+288 TO 0+637 -INSTALL 349m OF 300mm conc. TILE WITH JOINT WRAP.
- 0+288 TO 0+458± -INSTALL APPROX. 170m± OF 150mm (6") PLASTIC TUBING HEADER TILE ALONG EAST SIDE OF PROPOSED DRAIN WITH APPROX. 12±-4" TILE CONNECTIONS FROM SOUTHEAST. HEADER TILE ENDS WHEN EXISTING 150mm (6") HEADER TILE IS REACHED. TILE PLAN WILL BE PROVIDED.
- 0+637 -CONSTRUCT 15m LONG BERM AS PER DETAIL AND NOTES.

HIGHHAVEN HOLSTEINS (060-12700)

- 0+637 -CONSTRUCT 600x600mm CB INCLUDING CONNECTIONS AND BIRDCAGE GRATE.  
-AT EXISTING CB, CONNECT INCOMING 150mm conc. PLAS. TILES WITH 150x150x200mm TEE AND CONNECT TO PROPOSED CB WITH 7m OF 200mm conc. PLAS. TUBING. IF EX. 150mm conc. PLAS. TILE FROM SOUTHEAST IS CROSSED BY BRANCH 3 THEN CONNECT TO PROPOSED TILE USING TEE INSTEAD.  
-REMOVE AND DISPOSE OF EXISTING CB.
- 0+637 TO 0+716 -79m OF 200mm conc. TILE WITH JOINT WRAP OR 250mm PERFORATED PLASTIC TUBING WITH FILTER SOCK.
- 0+716 -CONSTRUCT 30m LONG BERM AS PER DETAIL AND NOTES.
- J. & A. WITZEL (060-12300)
- 0+716 -CONSTRUCT 600x600mm CB INCLUDING CONNECTIONS AND BIRDCAGE GRATE.
- 0+716 TO 1+000 -284m OF 200mm conc. TILE WITH JOINT WRAP OR 200mm PERFORATED PLASTIC TUBING WITH FILTER SOCK.
- 1+000 -CONSTRUCT 10m LONG BERM AS PER DETAIL AND NOTES.

HIGHHAVEN HOLSTEINS (060-12700)

- 1+000 -CONSTRUCT 600x600mm CB INCLUDING CONNECTIONS AND BIRDCAGE GRATE.
- NOTE 1 - IF POSSIBLE, MANUFACTURER TO SET TOP COMPONENT OF CB TO BE 0.6m TALL SO OWNER MAY ELECT TO REMOVE AND CONVERT TO JUNCTION BOX IN FUTURE.

DESIGNED BY: T.B.J.

CHECKED BY: C.J.M.

DRAWN BY: V.E.S.

CHECKED BY: C.J.M.



AS SHOWN  
SCALE (ON 11x17)

WITZEL DRAIN

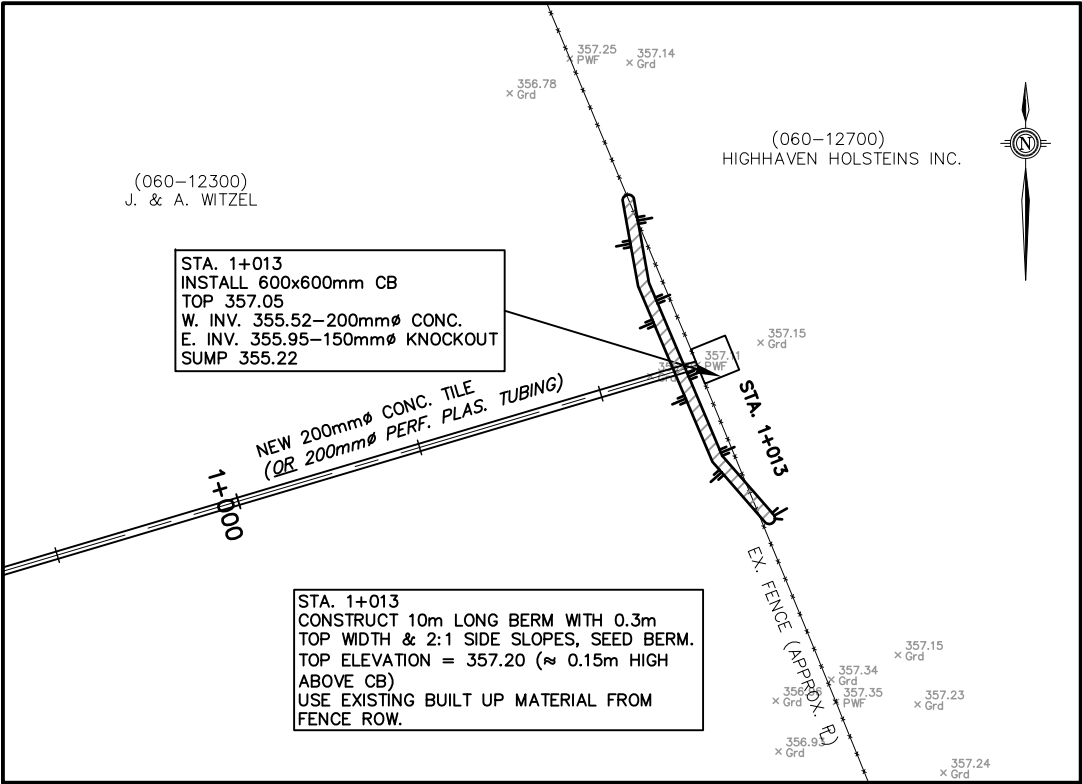
COUNTY OF OXFORD TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF PERTH TOWNSHIP OF PERTH EAST

DETAILS: BRANCH 3

MAY 30, 2022

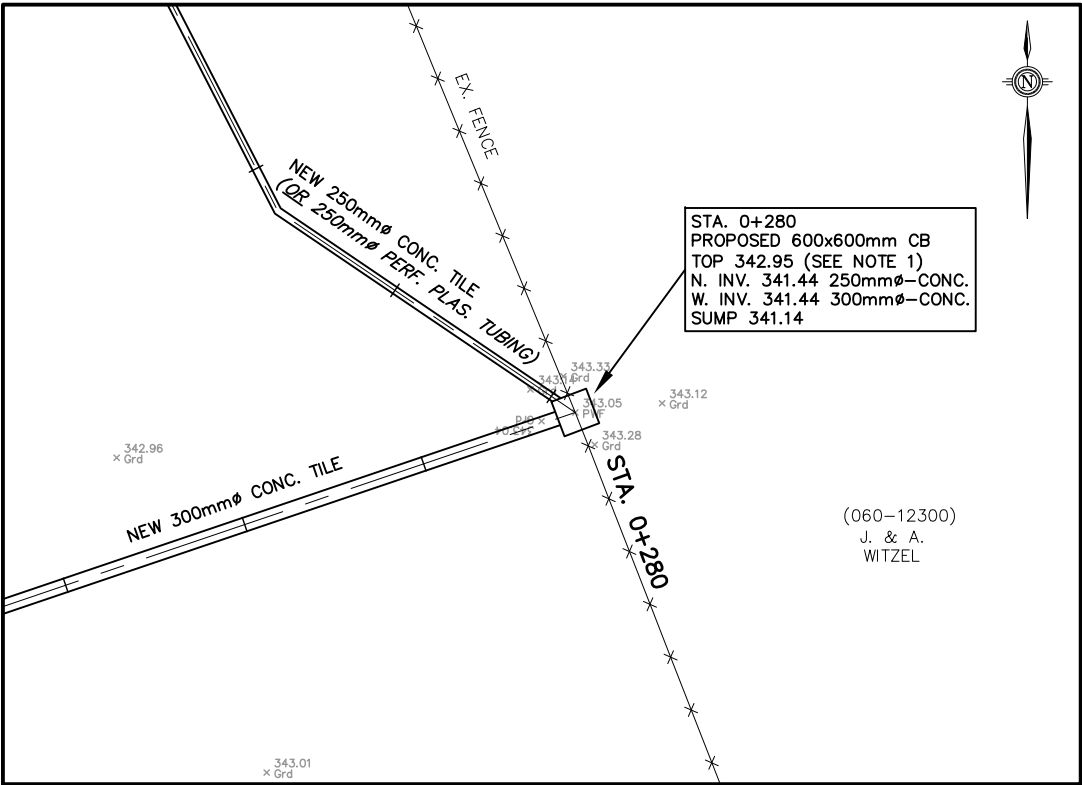
**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS AND PLANNERS  
KITCHENER SUDBURY

REVISED:  
JOB NUMBER: **20-329**  
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**10 OF 11**



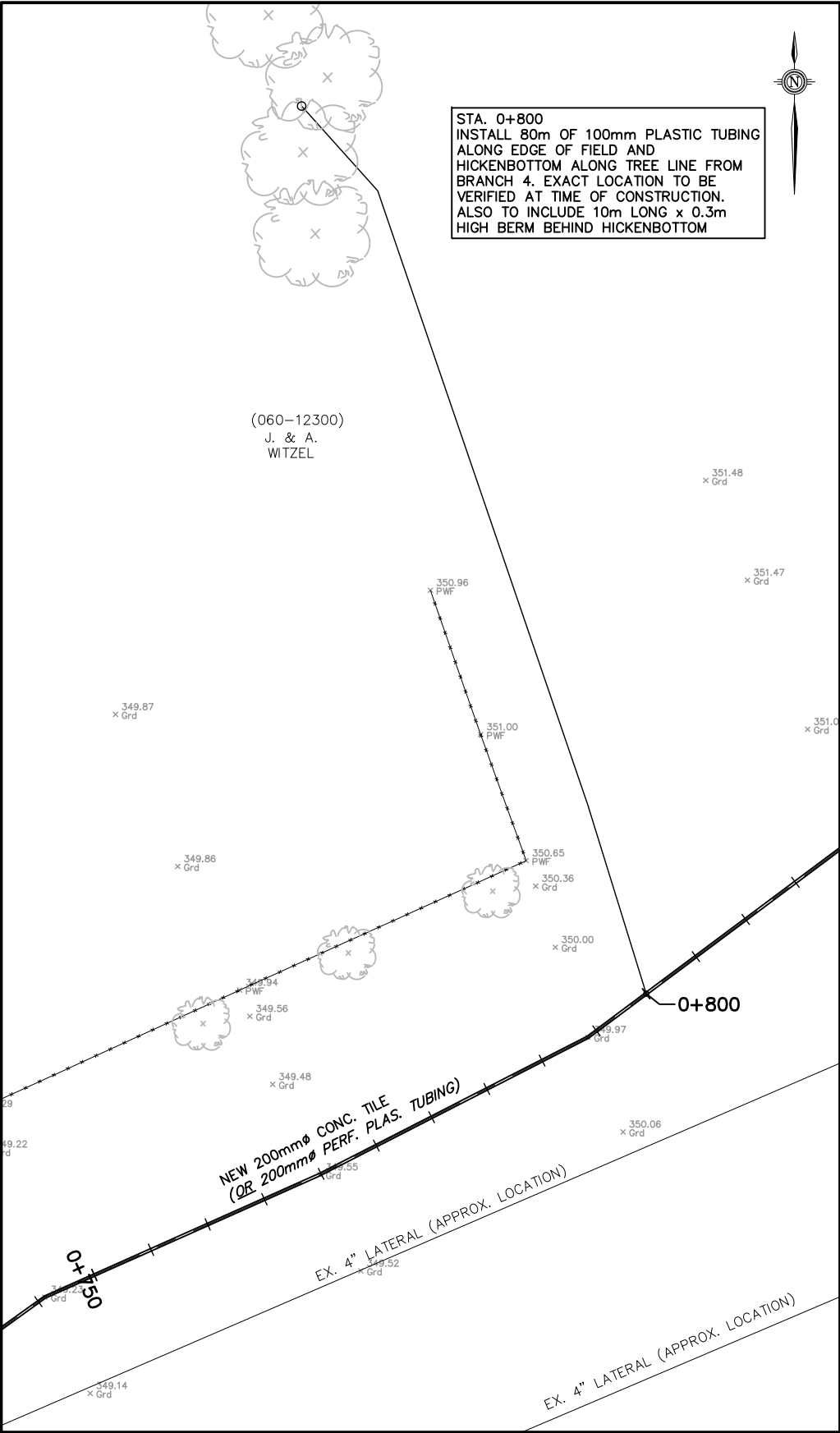
BRANCH 4 STA. 1+013

SCALE 1:200



BRANCH 4 STA. 0+280

SCALE 1:200



BRANCH 4 STA. 0+800

SCALE 1:500

300) SPECIAL PROVISIONS

300.1) CONSTRUCTION SPECIFICATIONS- GENERAL NOTES

1. **WORKING AREA**  
FOR A CLOSED DRAIN UP TO 2m DEEP THE WORKING AREA SHALL BE A 10m WIDTH ON EITHER SIDE OF THE TRENCH OR ANY COMBINATION NOT EXCEEDING 20m. FOR CLOSED DRAINS DEEPER THAN 2m THE WORKING AREA SHALL BE INCREASED TO 30m. IF ANY PART OF THE DRAIN IS CLOSE TO A PROPERTY LINE THEN THE PROPERTY LINE SHALL BE ONE OF THE LIMITS OF THE WORK AREA. WHERE ANY PART OF THE DRAIN IS ON A ROAD ALLOWANCE, THE ROAD ALLOWANCE SHALL BE THE WORKING AREA. RESTRICTED OR INCREASED WORKING AREAS WILL BE DESCRIBED IN DETAIL IN THE SPECIFIC CONSTRUCTION NOTES.
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300.2) CONSTRUCTION SPECIFICATIONS - SPECIFIC NOTES

- TYPICAL NOTES FOR EACH NEW TILE LENGTH
- ON STRAIGHT RUNS, ENSURE TILE JOINTS ARE PARALLEL (MAXIMUM 12mm (½") GAP), AND TILE WRAP IS FLAT, COVERS JOINT EVENLY AND HAS OVERLAP.
  - ON CURVED RUNS, ENSURE TILE JOINTS ARE TOUCHING ON ONE SIDE WITH MAXIMUM GAP OF 12mm (½") ON OPPOSITE SIDE. BEVEL CUT TILE OR USE ELBOW SECTIONS WHERE CURVES ARE GREATER. TILE WRAP TO BE FLAT, COVER JOINTS EVENLY AND HAVE OVERLAP.
  - ALL INTERCEPTED LATERAL TILE ARE TO BE FLAGGED AT THE CONNECTION SO THE ENGINEER CAN GPS.

J. & A. WITZEL (060-12300)

- 0+000 TO 0+280 -SEE NOTES ON DRAWING 7
- 0+280 -CONSTRUCT 600x600mm CONCRETE CB, INCLUDING CONNECTIONS AND BIRDCAGE GRATE. SEE NOTE 1 BELOW.
- 0+280 TO 0+491 -INSTALL 211m OF 250mmØ CONCRETE TILE WITH JOINT WRAP OR 250mmØ PERFORATED PLASTIC TUBING WITH FILTER SOCK.
- 0+491 -CONSTRUCT 600x600mm JUNCTION BOX INCLUDING CONNECTIONS.
- 0+491 TO 0+613 -INSTALL 122m OF 200mmØ CONCRETE TILE WITH JOINT WRAP OR 250mmØ PERFORATED PLASTIC TUBING WITH FILTER SOCK.
- 0+613 TO 1+013 -INSTALL 400m OF 200mmØ CONCRETE TILE WITH JOINT WRAP OR 200mmØ PERFORATED PLASTIC TUBING WITH FILTER SOCK.
- 0+800 -INSTALL 80m OF 100mmØ PLASTIC TUBING AND HICKENBOTTOM OFFSET FROM BRANCH 4. SEE DETAIL.
- 1+013 -CONSTRUCT 10m LONG BERM AS PER DETAIL AND NOTES.

HIGHHAVEN HOLSTEINS INC. (060-12700)

- 1+013 -CONSTRUCT 600x600mm CONCRETE CB, INCLUDING CONNECTIONS AND BIRDCAGE GRATE.

NOTE 1 - IF POSSIBLE, MANUFACTURER TO SET TOP COMPONENT OF CB TO BE 0.6m TALL SO OWNER MAY ELECT TO REMOVE AND CONVERT TO JUNCTION BOX IN FUTURE.

DESIGNED BY: T.B.J.		AS SHOWN SCALE (ON 11x17)
CHECKED BY: C.J.M.		
DRAWN BY: V.E.S.		
CHECKED BY: C.J.M.		

<b>WITZEL DRAIN</b>	
COUNTY OF OXFORD TOWNSHIP OF EAST ZORRA-TAVISTOCK COUNTY OF PERTH TOWNSHIP OF PERTH EAST	
<b>DETAILS: BRANCH 4</b>	<b>MAY 30, 2022</b>
<b>K. SMART ASSOCIATES LIMITED</b> CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY	REVISED:
	JOB NUMBER: <b>20-329</b>
	DRAWING <b>11 OF 11</b>





**To:** Mayor and Members of East Zorra-Tavistock Council

**From:** Dustin Robson, Development Planner, Community Planning

## Application for Zone Change ZN2-22-04 – Jonathan & Ashley Witzel

### REPORT HIGHLIGHTS

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- The application for zone change proposes to rezone the subject lands from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-sp)' to permit the establishment of a contractor's shop in a new 1,230.1 m<sup>2</sup> (13,241 ft<sup>2</sup>) building.
- It is Planning staff's opinion that the proposal does not maintain the general intent and purpose of the Official Plan policies regarding on-farm diversified uses, and is not in keeping with provincial policy or guidelines respecting permitted uses in prime agricultural areas.

### DISCUSSION

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#### Background

APPLICANT/OWNER: Jonathan & Ashley Witzel  
 985920 Perth-Oxford Road, Tavistock, ON N0B 2R0

LOCATION:

The subject lands are described as Pt Lots 35 & 36, Concession 18, in the former Township of East Zorra, now in the Township of East Zorra-Tavistock. The lands are located on the southeast corner of Perth-Oxford Road and 18<sup>th</sup> Line, and are municipally known as 985920 Perth-Oxford Road.

COUNTY OF OXFORD OFFICIAL PLAN:

Schedule "B-1" Township of East Zorra-Tavistock Land Use Plan – Agricultural Reserve

TOWNSHIP OF EAST ZORRA-TAVISTOCK ZONING BY-LAW 2003-18:

Existing Zoning: General Agricultural Zone (A2)

Requested Zoning: Special Agricultural Zone (A2-sp)

PROPOSAL:

The purpose of the Zone Change Application is to rezone the subject lands from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-sp)' to permit the establishment of a contractor's shop in a new 1,230.1 m<sup>2</sup> (13,241 ft<sup>2</sup>) building.

The subject lands are approximately 63.9 ha (158 acres) in size and currently contain a barn, a shop/drive shed, and a single detached dwelling accessory to an agricultural operation. Agricultural operations exist in all directions of the subject lands. A non-farm rural residential lot also exists to the west of the lands.

Plate 1 – Location Map and Existing Zoning, indicates the location of the subject property and the existing zoning in the immediate vicinity.

Plate 2 – Aerial Photography (2020), provides an aerial view of the subject property.

Plate 3 – Applicant's Sketch, shows the proposed location of the contractor's shop.

Plate 4 – Applicant's Sketch (Zoomed In), shows the proposed location of the contractor's shop and the dimensions.

## **Application Review**

### 2020 Provincial Policy Statement

The 2020 Provincial Policy Statement (PPS) provides policy direction for matters of provincial interest related to land use planning and development. Under Section 3 of the Planning Act, where a municipality is exercising its authority affecting a planning matter, such decisions "shall be consistent with" all policy statements issued under the Act.

Section 2.3 of the PPS directs that prime agricultural areas shall be protected for long term agricultural use. In prime agricultural areas, permitted uses and activities include agricultural uses, agriculture-related uses, and on-farm diversified uses. All types, sizes, and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards. New land uses in prime agricultural areas, including the creation of lots and new or expanding livestock facilities, shall comply with the minimum distance separation formulae.

The PPS considers agricultural-related uses to be farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and/or services to farm operations as a primary activity.

Alternatively, on-farm diversified uses are defined as being limited in area and secondary to the principle agricultural use of the property. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products.

Further, Section 2.3.6 states planning authorities may only permit non-agricultural uses in a prime agricultural area for the extraction of minerals, petroleum resources and mineral aggregate resources and limited non-residential uses, provided that all of the following are demonstrated:

- the land does not comprise a specialty crop area;
- the proposed use complies with the minimum distance separation formulae;
- there is an identified need within the planning horizon for additional land to be designated to accommodate the proposed use; and
- alternative locations have been evaluated, and it has been determined that there are no reasonable alternative locations which avoid prime agricultural areas; and no alternative locations within lower priority agricultural lands.

The province has published *Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas* (Publication 851) which details appropriate types of on-farm diversified uses and provides further direction on their review criteria, in accordance with the PPS. This review criteria provides that such uses shall be located on a farm that is actively in agricultural use, and shall be secondary to the principal agricultural use of the property, meaning that the agricultural use of the property must continue to be the dominant use of the property. Further, on-farm diversified uses shall displace little-to-no agricultural land and shall be limited in area and not require any site grading or drainage, unless it improves conditions for agricultural production.

In determining whether an on-farm diversified use is limited in area, consideration is to be given to the amount of land taken out of agricultural production and limiting off-site impacts such as traffic and changes to the rural character of the property to ensure compatibility with surrounding agricultural operations. Municipalities may choose to limit the scale of on-farm diversified uses by limiting the number or place of residence of employees, number of businesses, percentage of products sold that are produced on the farm or the floor area of buildings and/or outdoor storage.

The approach to limiting the area of a proposed on-farm diversified use is intended to achieve a balance between farmland protection and economic opportunities for farmers and to provide flexibility for change in on-farm diversified uses. To this end, the Guideline document provides that "limited in area" criteria be relative to the size of the farm property on which the on-farm diversified use is located, and recommends that the standard for the acceptable area occupied by an on-farm diversified use is up to 2% of a farm parcel to a maximum of 1 ha (2.47 ac). The guideline document does note, however, that since the PPS requires settlement areas to be the focus growth and development, large-scale industrial and commercial buildings are more appropriately located in designated settlement areas.

#### Official Plan

The subject lands are designated 'Agricultural Reserve' according to the Land Use Plan for the Township of East Zorra-Tavistock, as contained in the Official Plan. Areas designated Agricultural Reserve are intended to ensure that prime agricultural lands are preserved for food and fibre production. The policies of the Agricultural Reserve designation permit a wide range of farming uses together with accessory residential uses required for the farm and farm buildings and structures necessary to the farming operation. Agricultural-related uses and secondary uses, such as home occupations, are also permitted, in accordance with relevant review criteria.

The Official Plan contains policies for agriculture-related uses and non-agricultural uses in the Agricultural Reserve. Agriculture-related uses permitted in the Agricultural Reserve include agricultural commercial and agricultural industrial uses, subject to the policies of Section 3.1.4.6 of the Official Plan. Township Council may permit the establishment of new agricultural industrial activities subject to compliance with the following criteria:



- The predominant activity will be related to the farm operation and unable to function successfully or properly without a location in close proximity to that farm operation. Uses which do not satisfy these criteria will be directed to designated settlement areas to reinforce the traditional community and service functions of these areas.
- Only proposals stating a specific use will be considered by the Area Council. The land area proposed for the agricultural commercial or industrial use will be consistent with the requirements of the proposed use.
- The proposal must demonstrate that nearby underdeveloped or vacant, properly zoned sites are unsuitable for the proposed use before other properties are rezoned.
- For new uses, the Area Council will also be satisfied that the following locational criteria have been considered:
  - the use is proposed on existing undersized agricultural parcels of a size and shape which constrains agricultural activity;
  - the use is proposed in an area made unsuitable for agriculture by former or surrounding land uses.
- The location of the new use shall not create a traffic hazard due to proximity to bridges, railway crossings, curves or grades or any other potential traffic hazard. Further, such uses shall be located on a road capable of accommodating the nature of the traffic anticipated to be generated.
- The new use shall be limited in scale so that they do not hinder surrounding agricultural operations or other existing land uses. Appropriate scale limitations for such uses shall be established and may include limits on total floor area for associated buildings and structures, number of employees, open storage, sale of goods and materials and other provisions necessary to limit the overall type and scale of use.
- New agricultural commercial or agricultural industrial uses will be located in conformity with Minimum Distance Separation Formula I.
- The proposed use will be of a size and scale suitable for private services.
- The agricultural commercial and agricultural industrial proposal will be in compliance with the Environmental Resource and Resource Extraction policies.
- The proposal shall be subject to site plan approval to address concerns related to setbacks, building location, buffering and screening, etc.
- Agricultural commercial and agricultural industrial uses are considered to be part of the farm operation and the severance of such a use from the farm parcel shall not be permitted.

Section 3.1.5 of the Official Plan provides policies to guide proposals for non-agricultural uses in the Agricultural Reserve. The goal of these policies is to protect agricultural lands for agricultural uses, to avoid land use conflicts, to ensure that non-agricultural uses remain secondary to the principal function of food and fibre production, and to direct non-agricultural uses to designated settlement areas.

#### Zoning By-law

The subject property is currently zoned 'General Agricultural (A2)', according to the Township of East Zorra-Tavistock Zoning By-law. The A2 Zone permits a wide variety of agricultural uses and uses that are common in the agricultural area that do not conflict with agricultural uses.

Current Zoning By-law provisions define an on-farm diversified use as "a use on a farm that is secondary to the principal agricultural use of the property, and limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products, but shall not include a home occupation as defined therein". The Zoning By-law also provides that such uses require an amendment to the Zoning By-law prior to their establishment.

### Agency Comments

The Township's Chief Building Official has indicated that Site Plan Approval may be required.

The Township's Fire Chief, the Township's Public Works Manager, and the Oxford County Public Works Department has indicated they have no comments respecting the application.

### Public Consultation

Notice of the proposal was provided to the public and surrounding lands owners in accordance with the requirements of the Planning Act. At the time of writing this report, no comments or concerns had been received from the public.

## **Planning Analysis**

The application for zone change proposes to rezone the subject lands from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-sp)' to permit the establishment of a contractor's shop in a new 1,230.1 m<sup>2</sup> (13,241 ft<sup>2</sup>) building.

The subject property is located within a prime agricultural area, as defined by the PPS. Permitted uses and activities within a prime agricultural area include agricultural uses and agriculture-related uses. Contractor shops are permitted within industrial zones, which are generally located within designated settlements. The purpose of encouraging industrial uses to be located within settlements is to ensure the use of existing infrastructure and to protect the County's prime agricultural land base.

The *Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas*, published by the Province, indicate that on-farm diversified uses should be related to agriculture, supportive of agriculture, or able to co-exist with agriculture without conflict. Uses that do not meet the policy criteria for an agricultural use, agricultural-related use or on-farm diversified use should be considered non-agricultural uses. More specifically, the Guideline indicates that while certain home industrial type uses are appropriate as on-farm diversified uses, the proposed use is not related to the farm on the subject lands or surrounding farms and should be considered in accordance with the policies for non-agricultural uses.

In general, it is the opinion of Planning staff that the nature, size and scale of the proposed contractor's shop is not consistent with the intent of the Provincial policies, definitions and guidelines pertaining to on-farm diversified uses, and should therefore be evaluated in accordance with the policies pertaining to non-agricultural uses in a prime agricultural area.

In determining whether an on-farm diversified use is limited in area, land dedicated to the proposed use is not to exceed 2% of the subject lands, to a maximum of 1 ha (2.47 ac). The applicants are proposing a cumulative area of 1,230.1 m<sup>2</sup> (13,241 ft<sup>2</sup>) for the proposed building to accommodate the contractor's shop on an agricultural parcel 63.9 ha (158 acres) in size, which is less than 1 ha and 2% of the total farm; however, this calculation does not include required parking or other necessary features necessary to support the non-farm use.

The proposal has also been evaluated using the current agricultural industrial policies of Section 3.1.4.6 in the County of Oxford Official Plan. Section 3.1.4.6 of the Official Plan requires any new agricultural industrial use is required to be related to the farm operation and unable to function properly without being in close proximity to the farm operation. The proposed contractor's shop is not related to the farm operation and could reasonably be located elsewhere, particularly in a designated settlement area.

Section 3.1.5 of the Official Plan provides policies to guide proposals for non-agricultural uses in the Agricultural Reserve. The goal of these policies is to protect agricultural lands for agricultural uses, to avoid land use conflicts, to ensure that non-agricultural uses remain secondary to the principal function of food and fibre production, and to direct non-agricultural uses to designated settlement areas.

Section 3.1.5.1 specifically deals with commercial/industrial and institutional uses on agricultural properties. The subject lands are a cash-crop farm and the proposed use is not related to the agricultural use of the lands in any way. The Official Plan does not permit new non-agricultural commercial/industrial uses within the Agricultural Reserve designation.

While it is recognized that the proposed use will be secondary to the existing cash crop operation on the land and will be in keeping with the spatial criteria outlined in the *Guidelines for Permitted Uses in Prime Agricultural Areas*, Planning staff are of the opinion that the proposed size and scale of the contractor's shop is more in keeping with an industrial use that would be better suited to lands designated for industrial purposes in a designated settlement.

In light of the information above, it is Planning staff's opinion that the applicant's request to permit the establishment of a contractor's shop on the subject lands does not maintain the general intent and purpose of the Official Plan regarding agricultural-commercial or agricultural-industrial uses. As such the proposal should not be given favourable consideration.

## RECOMMENDATIONS

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1. **It is recommended that the Council of the Township of East Zorra-Tavistock not approve the zone change application submitted by Jonathan and Ashley Witzel, whereby the lands described as Pt Lots 35 & 36, Concession 18 (East Zorra), in the Township of East Zorra-Tavistock, are to be rezoned from 'General Agricultural Zone (A2)' to 'Special Agricultural Zone (A2-sp)' to permit a contractor's shop.**

## SIGNATURES

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**Authored by:** *original signed by*

Dustin Robson, MCIP, RPP  
Development Planner

**Approved for submission:** *original signed by*

Gordon K. Hough, RPP  
Director, Community Planning



### Legend

- Parcel Lines**
  - Property Boundary
  - Assessment Boundary
  - Unit
  - Road
  - Municipal Boundary
- Zoning Floodlines**
- Regulation Limit**
  - 100 Year Flood Line
  - 30 Metre Setback
  - Conservation Authority Regulation Limit
  - Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)**

### Notes



0 205 409 Meters

NAD\_1983\_UTM\_Zone\_17N



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

July 6, 2022

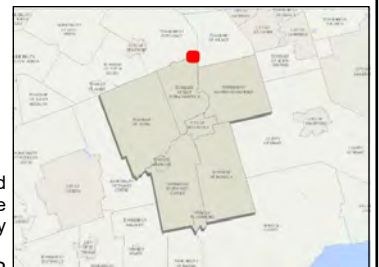




### Legend

- Parcel Lines**
  - Property Boundary
  - Assessment Boundary
  - Unit
  - Road
  - Municipal Boundary
- Zoning Floodlines**
- Regulation Limit**
  - 100 Year Flood Line
  - 30 Metre Setback
  - Conservation Authority Regulation Limit
  - Regulatory Flood And Fill Lines
- Land Use Zoning (Displays 1:16000 to 1:500)**

### Notes



0 205 409 Meters

NAD\_1983\_UTM\_Zone\_17N



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July 6, 2022



Plate 3: Applicant's Sketch  
File No: ZN2-22-04 - Witzel  
Pt Lt 35-36, Concession 18 (East Zorra),Township of East Zorra-Tavistock - 985920 Perth-Oxford Road

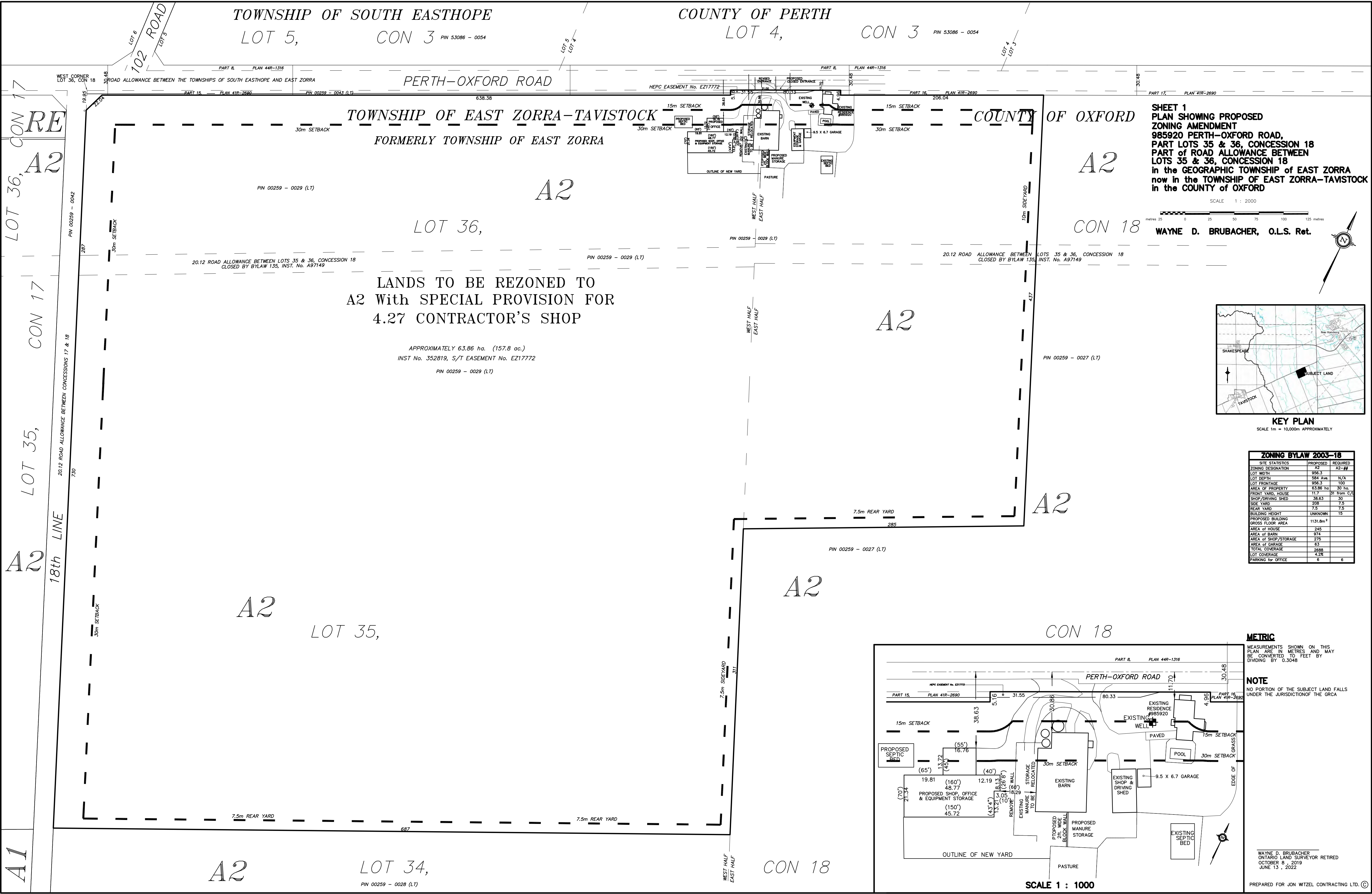
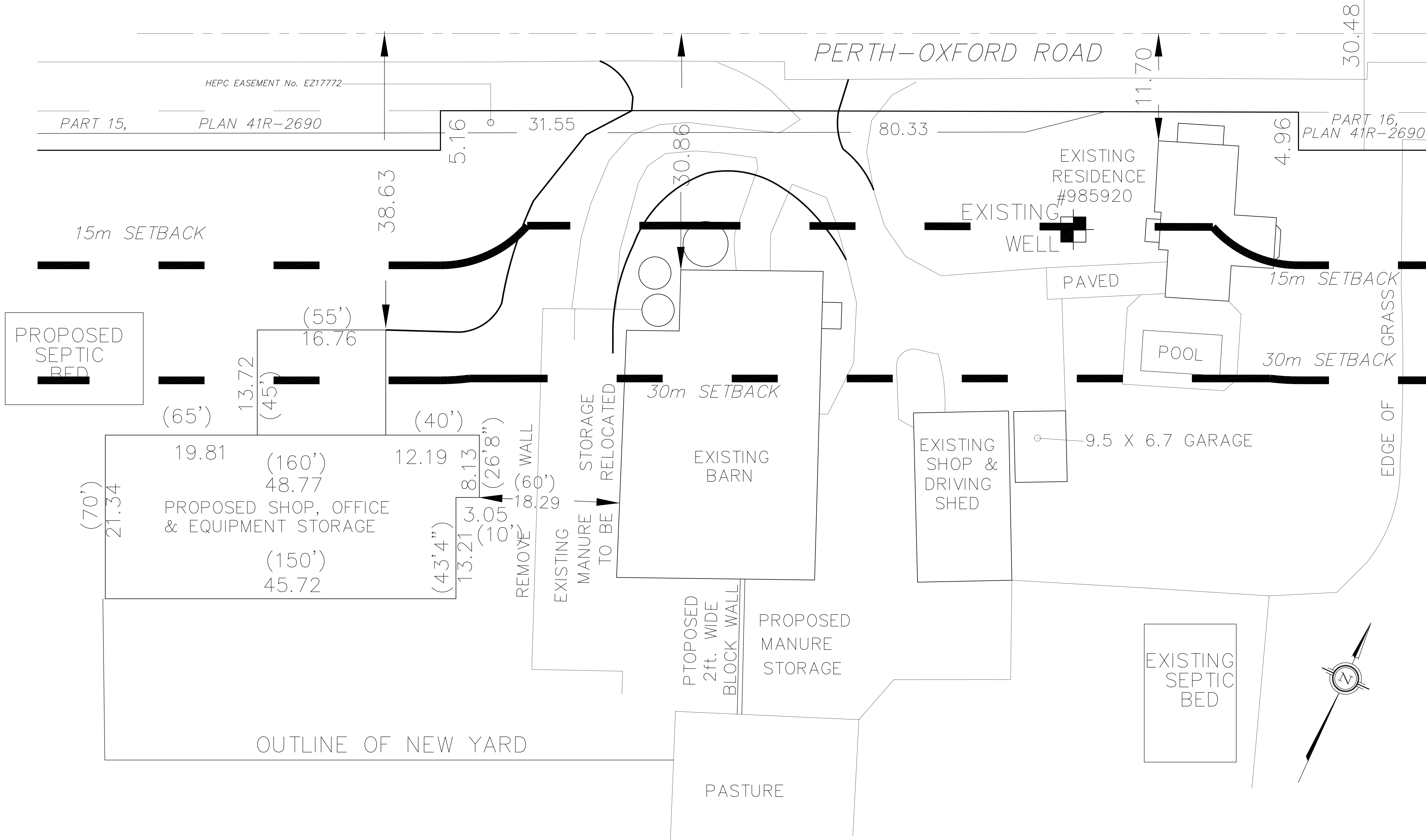


Plate 4: Applicant's Sketch (Zoomed In)  
File No: ZN2-22-04 - Witzel  
Pt Lt 35-36, Concession 18 (East Zorra),Township of East Zorra-Tavistock - 985920 Perth-Oxford Road

PART 8, PLAN 44R-1316



SCALE 1 : 1000

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**



**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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<b>-1-</b>	Independent Auditor's Report
<b>-3-</b>	Consolidated Statement of Financial Position
<b>-4-</b>	Consolidated Statement of Operations and Accumulated Surplus
<b>-5-</b>	Consolidated Statement of Cash Flows
<b>-6-</b>	Consolidated Statement of Change in Net Financial Assets
<b>-7-</b>	Notes to the Consolidated Financial Statements
<b>-15-</b>	Schedule 1 - Consolidated Schedule of Tangible Capital Assets
<b>-16-</b>	Schedule 2 - Consolidated Schedule of Segmented Information

## **INDEPENDENT AUDITOR'S REPORT**

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### **To the Members of Council, Inhabitants and Ratepayers of the Township of East Zorra-Tavistock**

#### **Opinion**

We have audited the accompanying consolidated financial statements of Township of East Zorra-Tavistock (the "Township"), which comprise the Consolidated Statement of Financial Position as at December 31, 2021, and Consolidated Statements of Operations and Accumulated Surplus, Cash Flows and Change in Net Financial Assets for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Township of East Zorra-Tavistock as at December 31, 2021 and its financial performance and its cash flows and change in net financial assets for the year then ended in accordance with Canadian public sector accounting standards.

#### **Basis of Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Township in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### **Responsibilities of Management and Those Charged with Governance for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Township's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Township or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Township's financial reporting process.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Township's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Township to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**July 29, 2022**  
**London, Canada**

**LICENSED PUBLIC ACCOUNTANT**

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
**AS AT DECEMBER 31, 2021**

	2021	2020
<b>FINANCIAL ASSETS</b>		
Cash	\$ 16,834,543	\$ 14,469,308
Taxes receivable	344,986	338,011
Drains receivable	499,040	632,853
Accounts receivable	1,008,257	857,108
Inventories for resale	7,829	8,653
Investment in EARTH Corporation (note 9)	2,406,700	2,258,348
	<b>21,101,355</b>	<b>18,564,281</b>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	2,352,964	2,413,189
Deferred revenue - obligatory reserve funds (note 6)	2,881,396	2,028,011
Net long-term liabilities (note 7)	948,535	1,148,207
	<b>6,182,895</b>	<b>5,589,407</b>
<b>NET FINANCIAL ASSETS</b>	<b>14,918,460</b>	<b>12,974,874</b>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets - Schedule 1	30,982,742	31,425,485
Capital work in progress	198,476	48,824
Prepaid supplies and inventory	13,599	5,867
	<b>31,194,817</b>	<b>31,480,176</b>
<b>ACCUMULATED SURPLUS (page 4) (note 8)</b>	<b>\$ 46,113,277</b>	<b>\$ 44,455,050</b>

The accompanying notes are an integral part of the financial statements

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	<b>Budget 2021</b>	<b>Actual 2021</b>	<b>Actual 2020</b>
<b>REVENUE</b>			
Property taxation	\$ 6,498,963	\$ 6,473,774	\$ 6,261,114
User charges	859,147	931,198	811,701
Government grants (note 15)	1,041,497	1,195,883	1,104,614
Investment income	213,825	216,175	204,506
Penalty and interest on taxes	68,804	58,804	59,523
Other revenue	-	6,980	8,127
	<b>8,682,236</b>	<b>8,882,814</b>	<b>8,449,585</b>
<b>EXPENDITURES</b>			
General government	1,256,009	1,385,965	1,192,307
Protection to persons and property	2,339,856	2,291,243	2,101,233
Transportation services	1,902,528	2,866,240	2,496,626
Health services	2,140	2,140	2,140
Recreation and cultural development	815,619	912,207	754,420
Planning and development	226,534	399,366	249,912
	<b>6,542,686</b>	<b>7,857,161</b>	<b>6,796,638</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES BEFORE OTHER</b>	<b>2,139,550</b>	<b>1,025,653</b>	<b>1,652,947</b>
<b>OTHER</b>			
Increase in investment in EARTH Corporation (note 9)	-	148,352	122,364
Gain (loss) on disposal of capital assets	-	21,174	(124,852)
Developer and other contributions related to capital	997,318	463,048	2,294,380
	<b>997,318</b>	<b>632,574</b>	<b>2,291,892</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>	<b>3,136,868</b>	<b>1,658,227</b>	<b>3,944,839</b>
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<b>44,455,050</b>	<b>44,455,050</b>	<b>40,510,211</b>
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	<b>\$ 47,591,918</b>	<b>\$ 46,113,277</b>	<b>\$ 44,455,050</b>

The accompanying notes are an integral part of the financial statements

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
CONSOLIDATED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
<b>NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:</b>		
<b>OPERATING ACTIVITIES</b>		
Excess of revenue over expenditures (page 4)	\$ 1,658,227	\$ 3,944,839
Non-cash changes to operations		
Amortization	1,295,881	1,232,291
Net disposal of tangible capital assets	1,023	147,024
(Increase) decrease in investment in EARTH Corporation	(148,352)	(122,364)
Net change in working capital other than cash (A)	769,673	(267,323)
	<b>3,576,452</b>	<b>4,934,467</b>
<b>INVESTING ACTIVITIES</b>		
Acquisition of tangible capital assets	(854,161)	(2,473,684)
Decrease (increase) in capital work in progress	(149,652)	(19,724)
Decrease (increase) in prepaid supplies	(7,732)	(4,279)
	<b>(1,011,545)</b>	<b>(2,497,687)</b>
<b>FINANCING ACTIVITIES</b>		
Net proceeds (repayments) in long-term debt	(199,672)	(194,270)
Net change in cash and cash during the year	<b>2,365,235</b>	<b>2,242,510</b>
Cash and cash equivalents, beginning of year	<b>14,469,308</b>	<b>12,226,798</b>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b>\$ 16,834,543</b>	<b>\$ 14,469,308</b>

(A) Net change in working capital other than cash includes the net change in taxes receivable, drains receivable, accounts receivable, inventories for resale, accounts payable and accrued liabilities and deferred revenue.

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
Excess of revenue over expenditures (page 4)	\$ 1,658,227	\$ 3,944,839
Amortization of tangible capital assets	1,295,881	1,232,291
Investment in capital works in progress	(149,652)	(19,724)
Change in prepaid supplies	(7,732)	(4,279)
Net disposal of tangible capital assets	1,023	147,024
Acquisition of tangible capital assets	(854,161)	(2,473,684)
Increase in net financial assets	1,943,586	2,826,467
<b>NET FINANCIAL ASSETS, BEGINNING OF YEAR</b>	<b>12,974,874</b>	<b>10,148,407</b>
<b>NET FINANCIAL ASSETS, END OF YEAR</b>	<b>\$ 14,918,460</b>	<b>\$ 12,974,874</b>

The accompanying notes are an integral part of the financial statements

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

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The Township of East Zorra-Tavistock (the "Township") is a Township in the Province of Ontario, Canada. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

**1. Significant accounting policies**

The consolidated financial statements of the Township of East Zorra-Tavistock are prepared by management in accordance with Canadian public sector accounting standards. Significant aspects of the accounting policies adopted by the Township are as follows:

**a. i. Basis of consolidation**

These consolidated financial statements reflect the assets, liabilities, operating revenue and expenditures and accumulated surpluses and changes in investment in tangible capital assets of the Township.

These consolidated financial statements include the activities of all other committees and boards of Council including:

Hickson Recreation Committee  
Hickson Trails Committee  
Innerkip Community Centre Board of Management  
Tavistock and District Recreation Board

During the year ended December 31, 2020, the Municipality became the administering Municipality for the Rural Oxford Economic Development Corporation (ROEDC). As a result, ROEDC is consolidated in these consolidated financial statements.

The investment in a government business enterprise, EARTH Corporation (EARTH), is accounted for using the modified equity basis of accounting. Under this method, the government business enterprise's accounting policies, which follow International Financial Reporting Standards are not adjusted to conform with Canadian public sector accounting standards and inter-entity transactions and balances are not eliminated.

**b. Revenue recognition**

Revenue is recognized when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Government grants and transfers are recognized in the consolidated financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

**c. Accounting for County and School Board transactions**

The Township is required to bill, collect and remit provincial education and upper tier taxation in respect of residential and other properties on behalf of the school boards and upper tier. The Township has no jurisdiction or control over the school board or upper tier's operations or their tax rate. The taxation, other revenue, expenditures, assets and liabilities with respect to the operations of the school boards, and the County of Oxford are not reflected in these consolidated financial statements.



**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

---

**1. Significant accounting policies continued**

**d. Trust fund**

The Township of East Zorra-Tavistock's Trust fund and its related operations administered by the Township are not consolidated, but are reported separately on the Trust Fund Statements of Operations and Financial Position.

**e. Non-financial assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenue over expenditures, provides the consolidated change in financial assets for the year.

The Township's non-financial assets consist of tangible capital assets. Tangible capital assets, greater than \$5,000, are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Land Improvements	10 to 50 years
Buildings	10 to 75 years
Machinery and equipment	4 to 25 years
Vehicles	6 to 20 years
Infrastructure - Bridges	30 to 100 years
Infrastructure - Roads	7 to 100 years
Infrastructure - Storm and other	15 to 100 years

Tangible capital assets received as contributions are recorded at their fair value at the date of the receipt. The fair value is also recorded as contributed revenue.

**f. Deferred revenue**

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used in the conduct of certain programs, in the completion of specific work or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenditures are incurred, services performed or the tangible capital assets are acquired.

**g. Use of estimates**

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenditures during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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**1. Significant accounting policies continued**

**h. Leases**

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expense as incurred.

**i. Financial instruments**

Financial instruments of the Township consist mainly of cash, short-term investments, accounts receivable and taxes receivable. The carrying values of these financial assets approximate their fair values unless otherwise disclosed.

**j. Prepaid supplies and inventory**

Inventory of supplies for consumption are valued at the lower of cost or replacement cost. Gravel inventory is determined per tonne and includes raw material, extraction and crushing costs.

**2. Tax revenue**

Property tax billings are prepared by the Township based on an assessment roll prepared by the Municipal Property Assessment Corporation. All assessed property values in the Township were reviewed and new values established based on a common valuation date which was used by the Township in computing the 2021 property tax bills. Property tax revenue and tax receivables are subject to appeals which may not have been heard yet. Any supplementary billing adjustments made necessary by the determination of such appeals will be recognized in the fiscal year they are determined and the effect shared with the County of Oxford and the appropriate school boards.

**3. Trust fund**

Trust fund administered by the Township amounting to \$6,649 (2020 - \$6,649) have not been included in these consolidated financial statements.

**4. Operations of School Boards and the County of Oxford**

Further to note 1.c, the taxation revenue of the School Boards and County of Oxford are comprised of the following:

	<b>School Boards</b>	<b>County</b>
Taxation and user charges	\$ 2,708,645	\$ 5,348,331
Requisitions	\$ 2,708,645	\$ 5,348,331

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

**5. Pension agreements**

The Township makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of services and rates of pay.

The amount contributed to OMERS for 2021 was \$157,389 (2020 - \$134,336) for current service and is included as an expenditure on the Consolidated Statement of Operations and Accumulated Surplus. The Township has no obligation, as of December 31, 2021, under the past service provisions. The OMERS funding ratio for 2021 is 97.0% (2020 - 97.0%), with the goal of being fully funded by 2025.

**6. Deferred revenue - obligatory reserve funds**

A requirement of the public sector accounting standards is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The balances in the obligatory reserve funds of the Township are summarized as follows:

	2021	2020
Building	\$ 452,242	\$ 449,157
Development charges	1,211,454	895,252
Federal gas tax	544,817	137,836
Other	188,598	122,828
Recreational land	260,125	268,289
Safe Restart	224,160	154,649
	<b>\$ 2,881,396</b>	<b>\$ 2,028,011</b>

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

**7. Long-term liabilities**

**a. Composition of long-term liabilities**

The balance of long-term liabilities reported on the Consolidated Statement of Financial Position is made up of the following:

	2021	2020
Total long-term liabilities incurred by the Township including those incurred on behalf of school boards, other municipalities and municipal enterprises and outstanding at the end of the year amount to	\$ 978,633	\$ 1,183,753
Of the long-term liabilities shown above, the responsibility for payment and interest charges for tile drain loans has been assumed by individuals. At the end of the year, the outstanding principal amount of this liability is	(30,098)	(35,546)
	\$ 948,535	\$ 1,148,207

**b. Debt retirement**

Debt to be retired over the next five years:

	Recovered from taxation	Recovered from user charges
2022	\$ 172,294	\$ 28,011
2023	\$ 132,095	\$ 28,904
2024	\$ 137,077	\$ 29,824
2025	\$ 142,246	\$ 30,781
2026	\$ 147,611	\$ 31,781

**c. Approval**

Approval of the Ontario Municipal Board has been obtained for those pending issues of long term liabilities and commitments to be financed by revenue beyond the term of Council and approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law. The principal and interest payments required to service these pending issues and commitments are within the debt repayment limit prescribed by the Ministry of Municipal Affairs.

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

**7. Long-term liabilities continued**

**d. Contingent liability**

The Township is contingently liable for long term liabilities with respect to tile drainage loans, and for those for which the principal and interest had been assumed by other municipalities, school board and unconsolidated local boards, municipal enterprises, and utilities. The total amount outstanding as at December 31, 2021 is \$30,098 (2020 - \$35,546) is not recorded on the Consolidated Statement of Financial Position.

**e. Interest**

Interest paid on long-term liabilities for the year ending December 31, 2021 is \$40,545 (2020 - \$47,163).

**8. Accumulated Surplus**

The accumulated surplus on the Consolidated Statement of Financial Position at the end of the year is comprised of the following:

	2021	2020
<b>Investment in tangible capital assets</b>	<b>\$ 30,232,684</b>	<b>\$ 30,346,909</b>
<b>Operating surplus</b>	<b>104,545</b>	<b>625,815</b>
<b>Reserves set aside for specific purpose:</b>		
for capital replacement	<b>8,519,948</b>	6,861,193
for general purposes	<b>243,493</b>	382,693
for insurance	<b>63,118</b>	63,118
for tax rate stabilization	<b>4,292,789</b>	3,666,974
for working capital	<b>250,000</b>	250,000
<b>Total reserves</b>	<b>13,369,348</b>	<b>11,223,978</b>
<b>Investment in government business enterprise</b>	<b>2,406,700</b>	<b>2,258,348</b>
<b>ACCUMULATED SURPLUS</b>	<b>\$ 46,113,277</b>	<b>\$ 44,455,050</b>

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

**9. Investment in EARTH Corporation**

As at December 31, 2021, the Township owns 5.04% (2020 - 5.04%) of EARTH and is comprised of the following:

	2021	2020
Promissory note receivable	\$ 760,000	\$ 760,000
Equity	1,646,700	1,498,348
	<b>\$ 2,406,700</b>	<b>\$ 2,258,348</b>

The promissory note receivable from EARTH is unsecured and bears interest at 7.25% (2020 - 7.25%). The term of the note is undefined, but no principal repayments are expected within the next twelve months. Interest received in the year and included in other income is \$55,100 (2020 - \$55,100).

As a business enterprise of the Township, it is accounted for on a Modified Equity basis in these consolidated financial statements and the investment is shown at the Township's proportionate share of the equity of EARTH. The following table provides condensed supplementary financial information for the EARTH from their audited financial statements:

	2021	2020
<b>Financial Position</b>		
<b>Total net assets</b>	<b>\$ 32,646,092</b>	<b>\$ 27,279,111</b>
<b>Results of Operations</b>		
Total revenue	\$ 96,543,343	\$ 99,075,397
Total operating and other expenditures	92,622,245	96,129,514
<b>Total net income</b>	<b>\$ 3,921,098</b>	<b>\$ 2,945,883</b>

EARTH Corporation declared a dividend of \$980,000 in 2021 (2020 - \$520,000) of which the Township's share is \$49,432 (2020 - \$26,229). This dividend has been accrued in the Township's financial statements.

**10. Budget figures**

The Township's Council completes separate budget reviews for its operating and capital budgets each year. The approved operating budget for 2021 is reflected on the Consolidated Statement of Operations and Accumulated Surplus.

**11. Public sector salary disclosure**

There were four employees paid a salary, as defined in the Public Sector Disclosure Act, 1996 of \$100,000 or more.

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

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**12. Contaminated sites**

The Canadian public sector accounting standard 3510 requires municipalities to evaluate sites owned by the municipality for potential contamination. This standard requires the municipality to disclose the liability, if any, related to remediation of such sites. The Township is of the opinion they do not own such sites and therefore, no liability exists. The Township is of the opinion they do not own such sites and therefore, no liability exists.

**13. Segmented Information**

Segmented information is presented on Schedule 2. The Township is a diversified municipality and provides a wide range of services to its citizens including police through contracted services, fire, protective services, transportation, environmental, including water, wastewater, waste disposal and storm management projects with the County of Oxford, and community services, including cemeteries, recreation, library and planning, including economic development and municipal drains. The general government segment includes such functions as finance and information services, council and administrative offices.

**14. Contingent liability**

The Township is subject to specific legislation for volunteer firefighters, resulting in a possible Workplace Safety and Insurance Board (WSIB) liability dating back to the years when the Township was a WSIB Schedule 2 Employer. The estimate prepared by WSIB for the period ending December 31, 2021 is \$63,786 (2020 - \$63,786). The liability has not been recorded as the Township has third party insurance to cover the current monthly payments.

**15. Significant event**

In March 2020, the Province of Ontario declared a state of emergency in response to the COVID-19 virus. The Township has followed the Provincial orders regarding essential services and as a result, has closed some of its services as required under these orders in 2020. During the year ending December 31, 2021, the Township recognized \$81,109 (2020 - \$24,451) of Safe Restart Provincial funding which is reflected in government grants. It is unclear the total financial impact the COVID-19 virus will have on the Township. Council and staff continue to monitor the situation.

**16. Commitment**

The Township has committed to build a new administration building for approximately \$45,500,000. It is anticipated the building will be completed in 2023. The project will be funded by reserves.

**17. Comparative balances**

Certain comparative balances have been restated to conform with the current year's financial statement presentation.

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**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**SCHEDULE 1 - CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	Land	Land Improvements	Buildings and Fixtures	Machinery and Equipment	Vehicles	Infrastructure	2021 Total	2020 Total
<b>COST</b>								
Balance, beginning of year	\$ 2,117,834	\$ 982,861	\$ 7,115,024	\$ 1,798,171	\$ 4,804,534	\$ 30,136,109	\$ 46,954,533	\$ 44,881,043
Add:								
Additions during the year	-	-	279,526	124,943	88,689	361,003	854,161	2,473,684
Less:								
Disposals during the year	-	-	(5,758)	-	(161,807)	(11,784)	(179,349)	(400,194)
Balance, end of year	2,117,834	982,861	7,388,792	1,923,114	4,731,416	30,485,328	47,629,345	46,954,533
<b>ACCUMULATED AMORTIZATION</b>								
Balance, beginning of year	-	348,437	2,163,642	1,017,739	2,333,181	9,666,049	15,529,048	14,549,927
Add:								
Amortization during the year	-	30,884	126,241	117,035	301,061	720,660	1,295,881	1,232,291
Less:								
Disposals during the year	-	-	(4,735)	-	(161,807)	(11,784)	(178,326)	(253,170)
Balance, end of year	-	379,321	2,285,148	1,134,774	2,472,435	10,374,925	16,646,603	15,529,048
<b>NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS</b>	<b>\$ 2,117,834</b>	<b>\$ 603,540</b>	<b>\$ 5,103,644</b>	<b>\$ 788,340</b>	<b>\$ 2,258,981</b>	<b>\$ 20,110,403</b>	<b>\$ 30,982,742</b>	<b>\$ 31,425,485</b>

This schedule is provided for information purposes only.

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**SCHEDULE 2 - CONSOLIDATED SCHEDULE OF SEGMENTED INFORMATION**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	General Government	Protective Services	Transportation	Health	Recreation and Culture	Planning and Development	Total
<b>REVENUE</b>							
Taxation	\$ 6,473,774	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,473,774
User fees	17,899	439,731	24,322	-	374,960	74,286	931,198
Government grants	865,950	32,445	33,317	-	-	264,171	1,195,883
Investment income	214,930	-	-	-	239	1,006	216,175
Penalty and interest on taxes	58,804	-	-	-	-	-	58,804
Other	-	300	2,000	-	4,680	-	6,980
	7,631,357	472,476	59,639	-	379,879	339,463	8,882,814
<b>EXPENDITURES</b>							
Salaries and benefits	929,304	710,246	905,867	-	25,877	15,927	2,587,221
Materials, goods and services	427,436	1,403,090	1,036,781	2,140	721,173	383,439	3,974,059
Amortization	29,225	177,907	923,592	-	165,157	-	1,295,881
	1,385,965	2,291,243	2,866,240	2,140	912,207	399,366	7,857,161
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>							
<b>(EXPENDITURES OVER REVENUE) BEFORE OTHER</b>	6,245,392	(1,818,767)	(2,806,601)	(2,140)	(532,328)	(59,903)	1,025,653
<b>OTHER</b>							
Government transfers related to capital	-	-	-	-	-	-	-
Increase in investment in EARTH Corporation	148,352	-	-	-	-	-	148,352
Gain (loss) on disposal	-	-	21,174	-	-	-	21,174
Developer contributions related to capital	115,184	-	248,287	-	99,577	-	463,048
	263,536	-	269,461	-	99,577	-	632,574
<b>EXCESS OF REVENUE OVER EXPENDITURES</b>							
<b>(EXPENDITURES OVER REVENUE)</b>	\$ 6,508,928	\$ (1,818,767)	\$ (2,537,140)	\$ (2,140)	\$ (432,751)	\$ (59,903)	\$ 1,658,227

This schedule is provided for information purposes only.

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**TRUST FUND**  
**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TRUST FUND  
FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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- 1- Independent Auditor's Report
- 3- Statement of Financial Position
- 4- Statement of Operations and Accumulated Surplus
- 5- Statement of Cash Flows
- 6- Notes to the Financial Statements

## INDEPENDENT AUDITOR'S REPORT

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### To the Members of Council, Inhabitants and Ratepayers of the Township of East Zorra-Tavistock

#### Opinion

We have audited the accompanying financial statements of Township of East Zorra-Tavistock Trust Fund (the "Trust"), which comprise the Statement of Financial Position as at December 31, 2021, and Statements of Operations and Accumulated Surplus and Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Township of East Zorra-Tavistock Trust Fund as at December 31, 2021 and its financial performance and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

#### Basis of Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**August 3, 2022**  
**London, Canada**

**LICENSED PUBLIC ACCOUNTANT**

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TRUST FUND  
STATEMENT OF FINANCIAL POSITION  
AS AT DECEMBER 31, 2021**

	2021	2020
<b>FINANCIAL ASSETS</b>		
Cash	\$ 6,699	\$ 6,800
	<b>6,699</b>	6,800
<b>LIABILITIES</b>		
Due to Township of East Zorra-Tavistock	50	151
<b>NET FINANCIAL ASSETS</b>	<b>6,649</b>	6,649
<b>ACCUMULATED SURPLUS (page 4) (note 2)</b>	<b>\$ 6,649</b>	\$ 6,649

The accompanying notes are an integral part of the financial statements



**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TRUST FUND  
STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
<b>REVENUE</b>		
Interest	\$ 50	\$ 81
	<b>50</b>	81
<b>EXPENDITURES</b>		
Maintenance expense	50	151
	<b>50</b>	151
Excess revenue over expenditures (expenditures over revenue) for the year	-	(70)
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<b>6,649</b>	6,719
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	<b>\$ 6,649</b>	\$ 6,649

The accompanying notes are an integral part of the financial statements

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TRUST FUND  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
<b>NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:</b>		
<b>OPERATING ACTIVITIES</b>		
Excess of revenue over expenditures (expenditures over revenue) for the year (page 4)	\$ -	\$ (70)
Increase (decrease) in due from Township of East Zorra-Tavistock	(101)	151
Increase in cash and investments	(101)	81
Cash and investments, beginning of year	6,800	6,719
<b>CASH AND INVESTMENTS, END OF YEAR</b>	<b>\$ 6,699</b>	<b>\$ 6,800</b>

The accompanying notes are an integral part of the financial statements

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TRUST FUND  
NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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**1. Accounting policies**

The financial statements of the Township of East Zorra-Tavistock Trust Fund ( the "Trust") are prepared by management in accordance with Canadian public sector accounting standards. Significant policies of the Trust are as follows:

**a. Basis of accounting**

Revenue is recognized as it is received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

**b. Use of estimates**

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenditures during the period. Actual results could differ from these estimates.

**2. Accumulated surplus**

The accumulated surplus of the Trust is comprised of the following:

	<b>2021</b>		<b>2020</b>	
Brickyard Cemetery Trust	\$	<b>6,649</b>	\$	6,649
	\$	<b>6,649</b>	\$	6,649

**3. Significant event**

In March 2020, the Province of Ontario declared a state of emergency in response to the COVID-19 virus. It is unclear what financial impact the COVID-19 virus will have on the Trust. Management and trustees are continuing to monitor the situation.

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#6.a

Placeholder page for Agenda Item 6.a –  
Conferences & Seminars

#6.b

Placeholder page for Agenda Item 6.b - County  
Council – Update & Questions

#6.c

Placeholder page for Agenda Item 6.c –  
Staff Reports and Questions for Staff





## EAST ZORRA - TAVISTOCK POLICE SERVICES BOARD

### MINUTES of the Meeting held

July 20, 2022



The Police Services Board met at the Innerkip Community Centre at 1:15 p.m. on Wednesday July 20, 2022.

Present: Robert Rudy  
Matthew Gillespie  
Liam McCreery  
Jennifer Ormsby, A/Detachment Commander (Oxford OPP)  
Will Jaques, Secretary

Regrets: N/A

Confirm Agenda Moved by: Matthew Gillespie  
Seconded by: Robert Rudy  
Resolved that the Board approves the agenda for the July 20, 2022 meeting, as printed and circulated.

**CARRIED**

Pecuniary Interest None declared.

Confirm Minutes Moved by: Robert Rudy  
Seconded by: Matthew Gillespie  
Resolved that the Board approves the minutes of the May 18, 2022 meeting, as printed and circulated.

**CARRIED**

### Correspondence

- OAPSB Zone 4 – May 11, 2022 Minutes

Delegations &  
Appointments

- N/A

**Reports**

## OPP Policing Reports

- May 2022 Police Reports
- June 2022 Police Reports
  - Oxford OPP A/Detachment Commander Jennifer Ormsby presented the May and June, 2022, policing reports to the Board.
- Verbal Reports from Meetings/Conferences/Seminars etc.
  - Robert Rudy provided an overview of his attendance at the recent 2022 OAPSB Spring Conference.

**Other Business**

## Adjourn

Moved by: Liam McCreery  
Seconded by: Matthew Gillespie  
Resolved that the Board does now adjourn at 1:43 p.m.

**CARRIED**

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Will Jaques, Secretary

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Robert Rudy, Chairperson

# STAFF REPORT

**Report #CBO2022-13**

**To:** His Worship the Mayor and Members of Council

**From:** John Scherer, Chief Building Official

**Re:** Building, Development & Drainage – August 2022 Council Report

**Date:** July 27, 2022

## **Departmental Highlights:**

- Mandatory septic reinspection program underway and 80% of required visits have been completed.

## **Legislative Updates:**

- Modifications to the billing method for Ontario OneCall start January 2023.

## **Monthly Permit Activity:**

### **Permit Summary**

	No. of Permits	Permit Value	Permit
June 2022	19	\$4,838,000	\$19,173.54
Year to Date – June 30, 2022	119	\$30,900,262	\$143,139.35

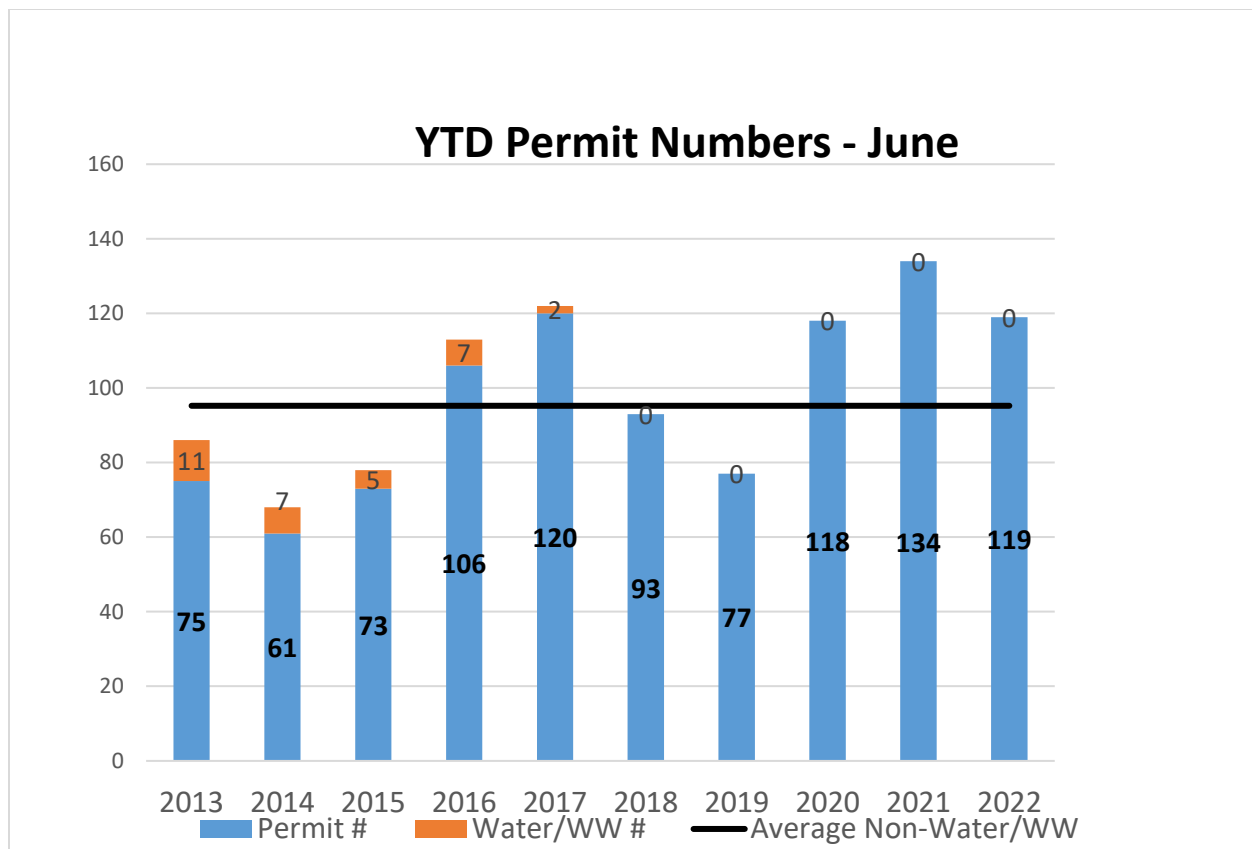
### **Permit Values and Fees**

Project	Cost of construction	Building Fees
Convert space to res suite	30,000	1,119.48
Convert broiler barn to shop	42,000	308.00
Deck	10,000	174.00
Septic system	40,000	635.00
New SDD	650,000	2,175.62
New SDD	650,000	2,175.62
New SDD	650,000	2,175.62
New SDD	650,000	2,175.62
Deck	10,000	174.00
Inground pool	150,000	116.00
Above ground pool	15,000	116.00
Pool house	75,000	693.00
Broiler barn	1,000,000	3,843.89

# Staff Report – Building, Development and Drainage Monthly Report

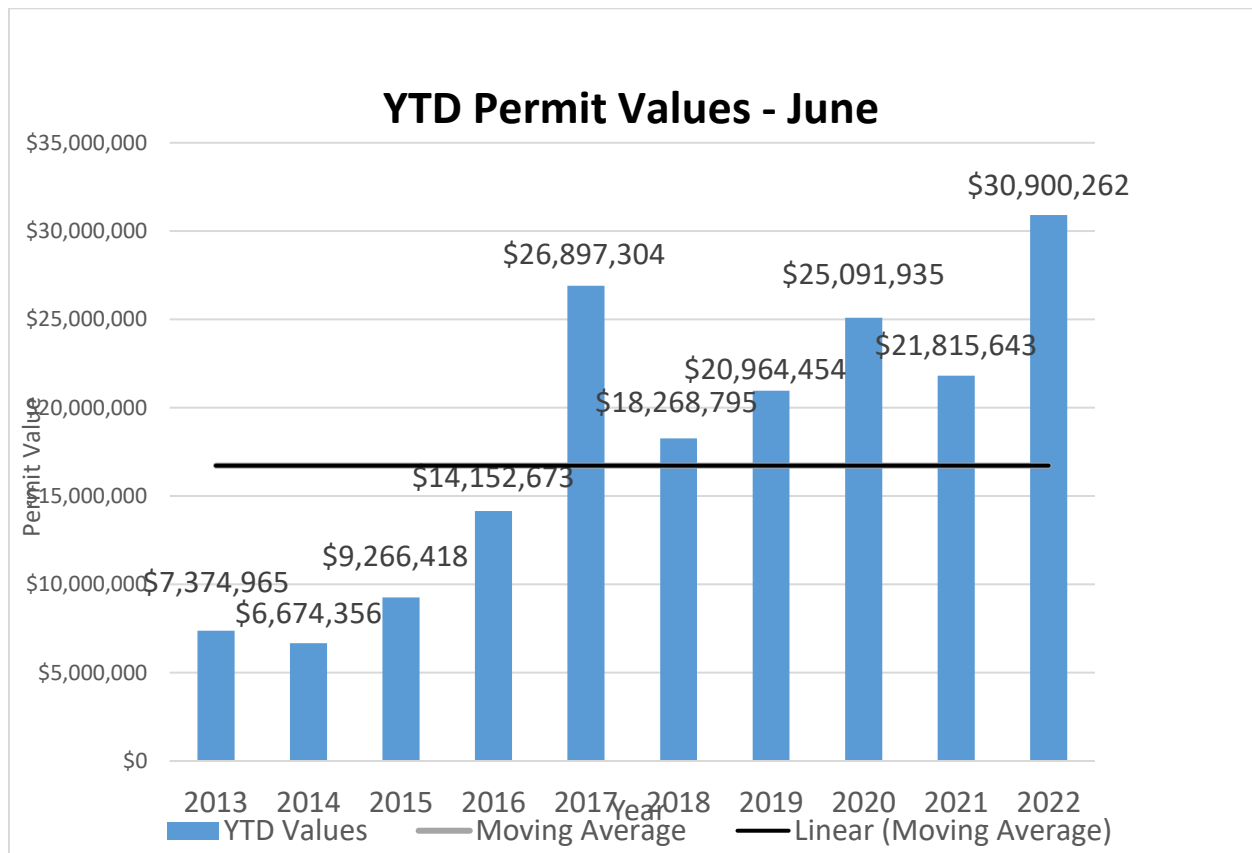
Page 2

Convert porch to living space	60,000	520.00
Above ground pool	2,000	116.00
New SFD	650,000	2,249.69
Inground pool	100,000	116.00
Deck	30,000	174.00
Above ground pool	24,000	116.00
<b>Total</b>	<b>4,838,000</b>	<b>19,173.54</b>



## Staff Report – Building, Development and Drainage Monthly Report

Page 3



### **Status of Development Matters:**

#### **Ward 1 - TAVISTOCK**

*The Ponds (Phase 3)	33 SFD	Plan 41M-335 Plan 44M-68 Minor Items remain outstanding.
The Orchards (Phase 1)	16 SFD 6 Semi Units 39 Condo Towns	Plan 41M-321 Warranty item identified for developer.
The Orchards (Phase 2)	48 SFD 2 Semi Units	Plan 41M-353 Construction started.
The Orchards (Phase 3)	52 SFD 6 Semi Units	Plan 41M-371 Permits Issued.
Gateman Homes (Jacob St E)	13 SFD 10 Semi Units	Plan 41M-363 Permits Issued.
Mill-Gate Homes (Phase 1)	61 SFD 1 Infill Lot	Site Servicing progressing.

## Staff Report – Building, Development and Drainage Monthly Report

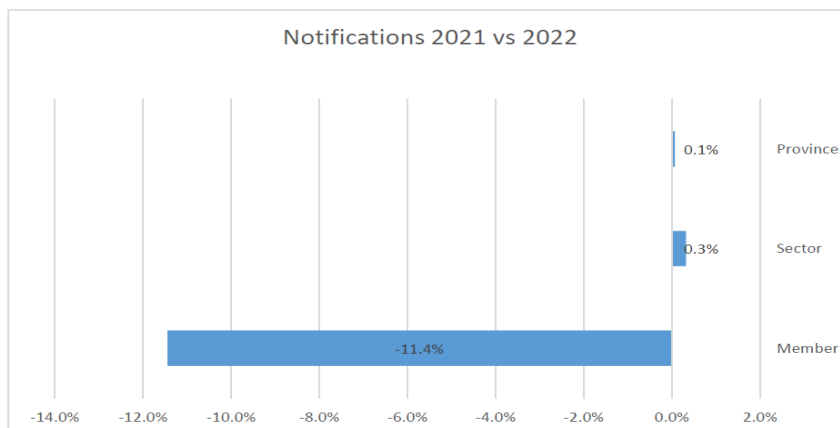
Page 4

### Ward 3 - INNERKIP

Innerkip Meadows (P3 – Curtis St)	24 SFD + Semi detached units now proposed.	Plan 41M-313
Innerkip Meadows (P4– Lock St)	24 SFD	Plan 41M-325
Innerkip Meadows (P5 -Queen/Curtis)	25 SFD	Plan 41M-339
Innerkip Meadows (P6 - Lock)	19 SFD	Plan 41M-355
Innerkip Meadows (P7 - Matheson)	32 Semi detached units 1 SDD Unit	Plan 41M-313 Permits issued.
*Majestic Homes Development (James/Main St)	Condo Block on Main St (25 units)	Plan 41M-322 Unit construction underway.
Oxford Road Developments 5 Inc.	29 SFD + 1 Block for Future Dev.	Plan 41M - 352 Revised Grading Plan approved.

### Drain & Streetlight Locate Summary:

Member	MUNICIPALITY OF EAST ZORRA TAVISTOCK (EZRTVS01)			
Sector	Government	2021	2022	
Month	6	Notifications	Notifications	Change
	Member	568	503	-11.4%
	Sector	1,004,583	1,007,802	0.3%
	Province	3,210,689	3,212,975	0.1%
	CB Clear	27	18	
	ALA	0	0	
	Suppressed	33	24	



**Staff Report – Building, Development and  
Drainage Monthly Report**

**Page 5**

**Status of Drainage Matters:**

<b>Drain Name</b>	<b>Status</b>
McLean Drain	Section 78 received, and Section 40 received. Petition restarted – Section 4 Proposed (New Drain). Report and design work underway.
Tavistock 1974 & 1979 Drains	Relocation of drains proposed for new residential developments. Currently underway.
Parker Drain	Tender process complete. Construction to begin Fall 2023
Witzel Drain	Report complete. Court of Revision scheduled August 3, 2022.

**Attachments:**

- None

**Recommendation:**

1. None. For Council information only.

Reviewed by C.A.O.:



Karen DePrest  
Chief Administrative Officer

Report prepared and  
submitted by:



John Scherer  
Building, Drainage and  
Development Manager  
(Chief Building Official)



# STAFF REPORT

**Report #PW2022-08**

**To:** His Worship the Mayor and Members of Council

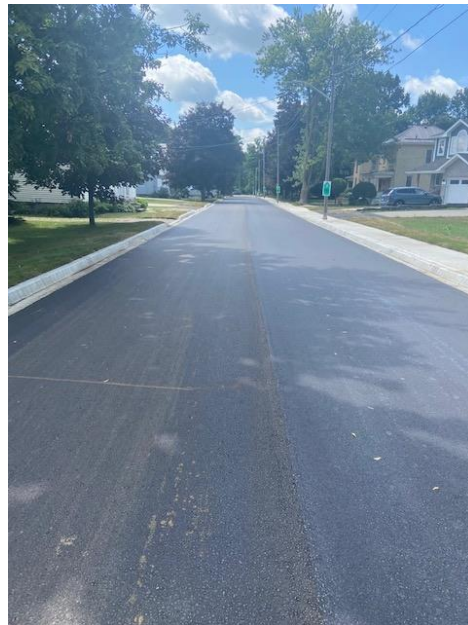
**From:** Tom Lightfoot, Public Works Manager

**Re:** Public Works – August 2022 Council Report

**Date:** July 27, 2022

## **Departmental Highlights:**

- The reconstruction project of both John and Henry streets in Tavistock began on April 11<sup>th</sup> and is now substantially complete. A couple of small items need to be completed, but the road is now open. I would like to thank Oxford Civil Group for their work on the project, as well as residents in the area for being patient during construction. Staff has received some positive feedback on the new street, and the new intersection of John Street and Henry Street.



- Public Works staff have been out the past few weeks completing four driveway widenings. As well, staff completed string trimming around guide rails and guidewires. Further, staff have also completed the annual bridge washing.

**Staff Report – Public Works Monthly Report****Page 2**

- The annual regulatory and warning sign inspections have been completed. The inspection was completed by Advantage Data Collection. The Township had approximately 70 signs that failed testing this year. A large portion of these signs are warning signs that are now required to be on high intensity sheeting instead of the old, engineered standard. Staff has received the new signs and will be out in the coming month to complete the replacements.
- With grass cutting requirements being less in the last few weeks, Parks Staff have had time to do tree trimming on the Hickson trail. Further, Parks Staff have also completed some plumbing repairs, as well as some drywall repairs and painting in the Memorial Hall.
- Public Works staff will be starting roadside grass cutting again next week, which will be the third pass of the Township's roads. Cutting had stopped in order for staff to assist with getting other projects caught up.
- As part of the 2021 Capital Projects, Culvert #2012 was to be removed, with a new cast-in-place culvert to be built. This project started on July 11<sup>th</sup>. The 11<sup>th</sup> Line is now closed from the Maplewood Sideroad to the Perth-Oxford Road for approximately 8 weeks for the construction. Currently the old structure has been removed and the contractor has started to pour the concrete footings for the structure.



**Staff Report – Public Works Monthly Report****Page 3**

- The annual tree removal tender work is scheduled to begin in August. The low bid contractor failed to enter into an agreement with the Township and therefore, the work was awarded to the next lowest bid. Woodstock Tree and Stump Removal will be completing the work for us again this year.
- Matt Lamers and his team at the Arena have been busy over the last month preparing for the ice to go in. The plant was started up on July 25<sup>th</sup>, with ice making commencing on July 26<sup>th</sup>. The ice is expected to be ready for August 3<sup>rd</sup>.

**Status of Significant Capital Projects:**

<b>Capital Project</b>	<b>Current Status</b>
Box Culvert #2012 replacement	Tender awarded March 2, 2022. Construction commenced.
Zorra/EZT Bridge Rehabilitation	Tender awarded
John/Henry Streets re-construction in Tavistock	Substantially complete
Capital Equipment	Pickup truck plow- received Grader roller-received Utility tractor- ordered Pick up truck-awaiting delivery Retriever (Claw)- received

**Recommendation:**

1. None. For Council information only.

Reviewed by C.A.O.:




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Karen DePrest  
Chief Administrative Officer

Report prepared and submitted by:




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Tom Lightfoot  
Public Works Manager

# STAFF REPORT

▪ Report #FC2022-08

**To:** His Worship the Mayor and Members of Council  
**From:** Scott Alexander, Township Fire Chief  
**Re:** Fire & Protective Services – July 2022 Council Report  
**Date:** July 27, 2022

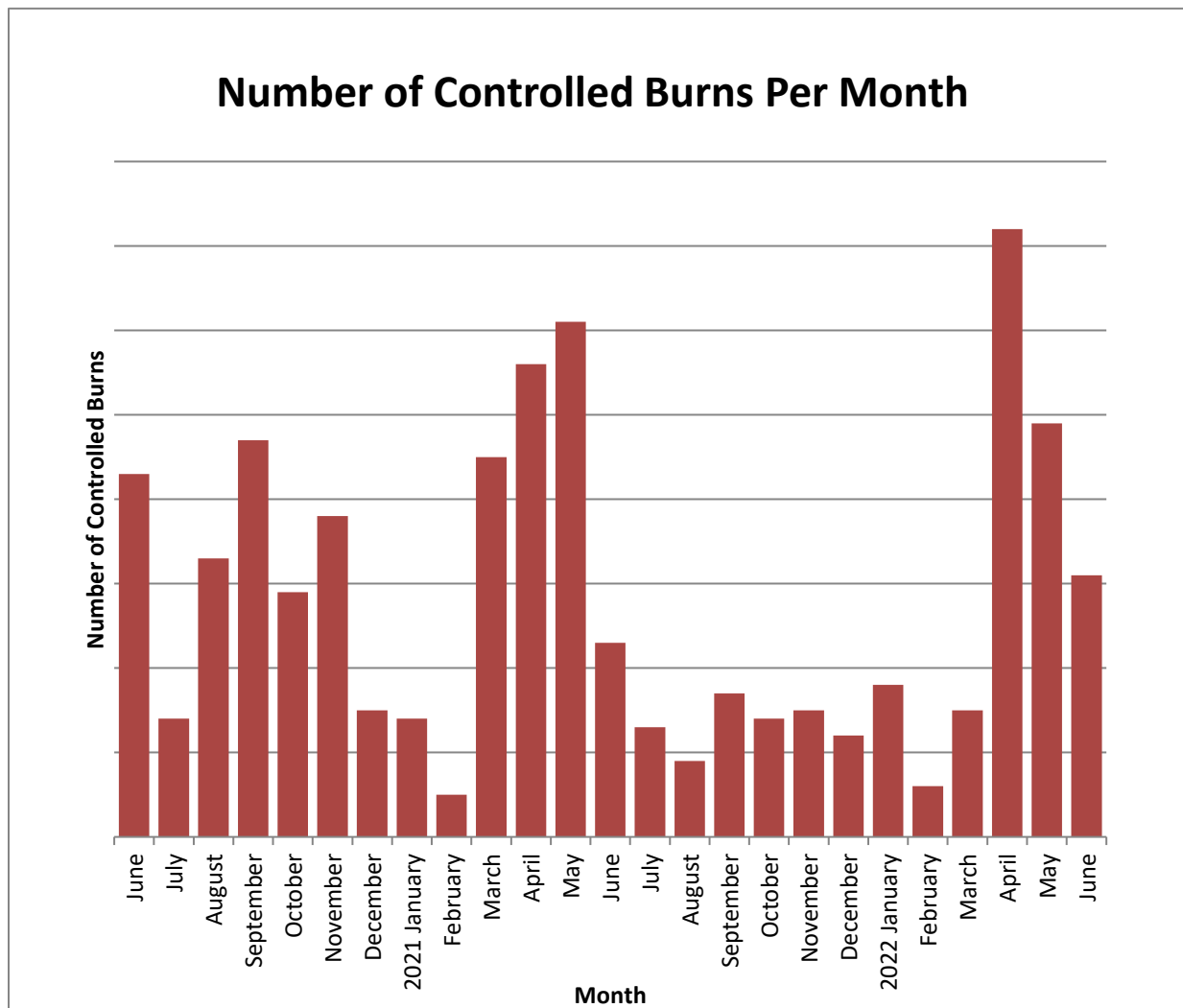
## **Departmental Highlights:**

### **Fire Department:**

- The 2022 recruit class has successfully written their exams, with a 100% pass rate. Live fire training is scheduled for September and October and with the completion of practical testing, Haz Mat Awareness and Haz Mat Ops training, our recruits will be fully certified.
- Our new RFSOC Fire Prevention Officer, Geoff Hayman, will be officially starting on August 8<sup>th</sup>, and initial meetings with him have been quite promising. Officer Hayman will begin with orientation and familiarization instruction during his first week of duties.
- The rural fire services will be providing both initial response and farm safety/fire prevention information for Canada's Outdoor Farm Show this coming September. Hickson will also provide their side-by-side unit at the show for responses and site monitoring.
- July proved to be a busy month with repairs, maintenance and testing in all the stations. Issues with the Hickson Station septic system required unexpected repairs and upgrades. The Tavistock Station boiler needed replacement due to imminent failure, and roof repair was required due to the windstorm in May. Innerkip's station sign is in the final stages of upgrades, and replacement will soon begin with Hickson's sign. All Township SCBA's have been flow tested with annual maintenance performed, and pump testing of our fire vehicles was also completed. Ladder testing was also performed at the same time as pump testing.

**Staff Report – Fire & Protective Services Monthly Reporting Page 2**

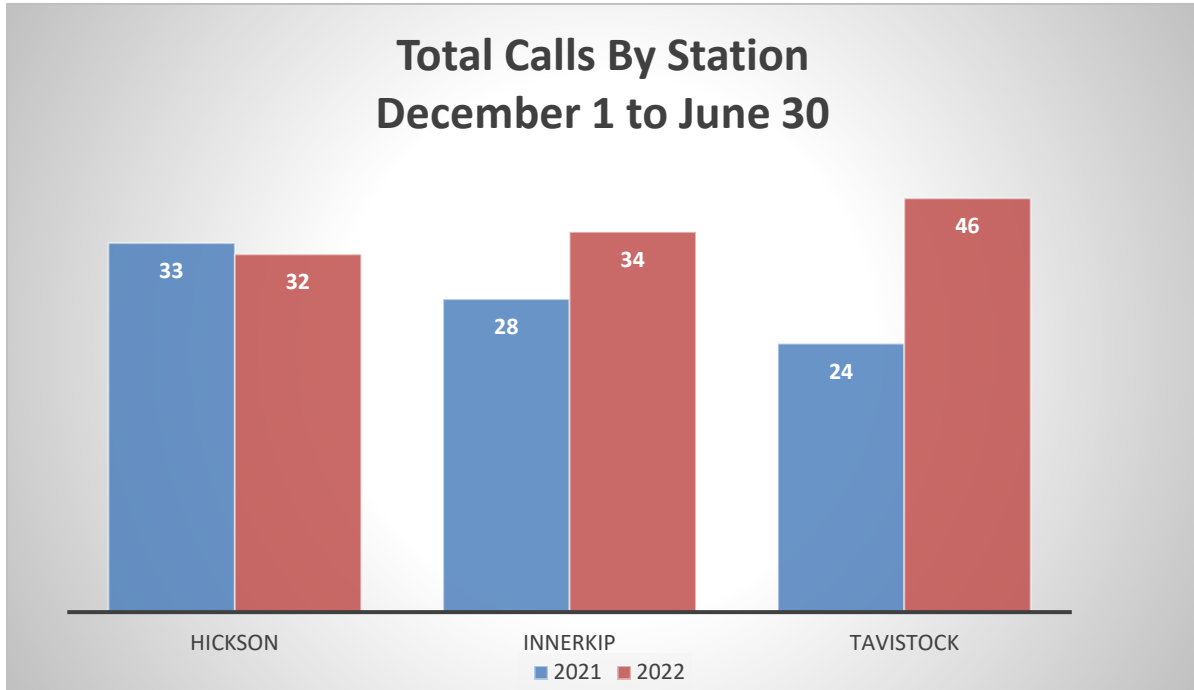
- Hickson's retired pumper was sold on July 12<sup>th</sup> via GovDeals, selling for \$9,650.00.
- Fire Prevention Week has been announced for October 9<sup>th</sup> to October 15<sup>th</sup> with the theme being, "Fire Won't Wait, Plan Your Escape." Fire prevention kits have already been ordered and are due to start arriving during the 3<sup>rd</sup> or 4<sup>th</sup> week of August.
- Staff has applied for two grants, one from The Fire Marshal's Safety Council and one from Enbridge, for both Project Assist and Project Zero campaigns.

**Controlled Burn Approvals:**

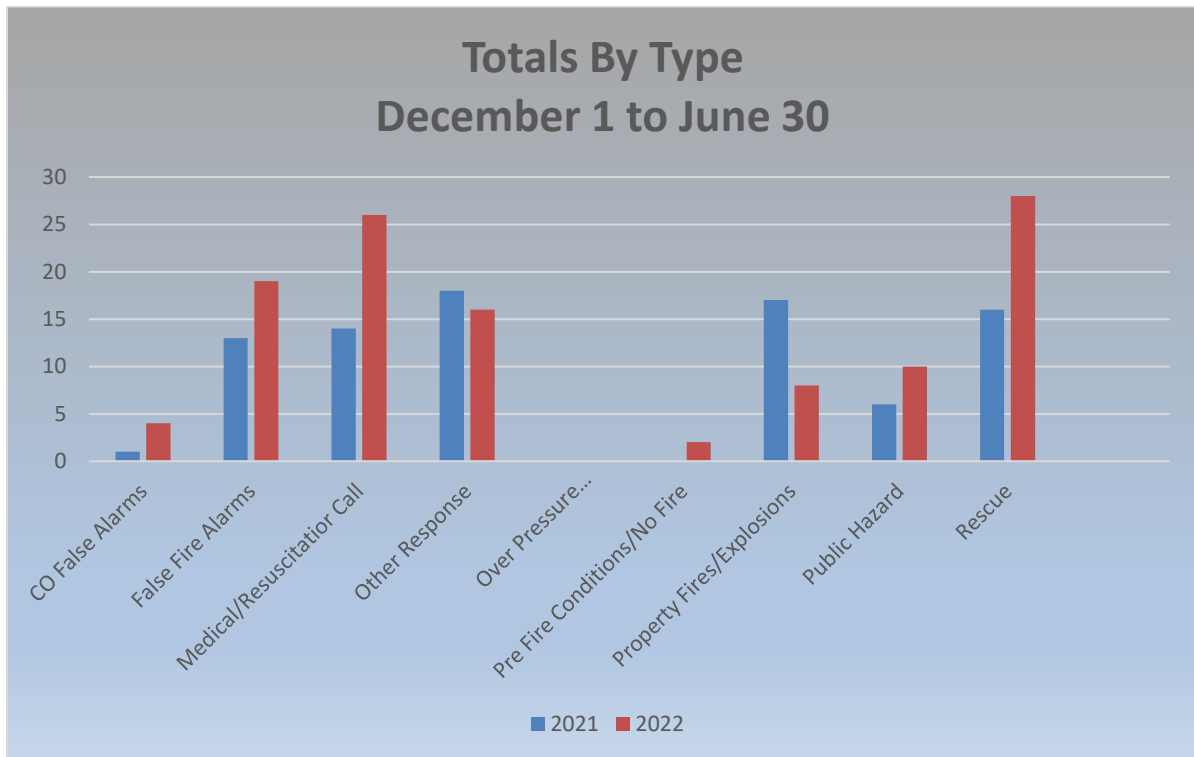
- June (2022): 31
- Year to Date (2022): 191

**Staff Report – Fire & Protective Services Monthly Reporting Page 3**

**TOTAL FIRE CALLS FOR 2022 (December 1/21 to June 30/22)**



**TOTALS BY TYPE-2 YEAR COMPARISON (Dec. 1/21 to June 30/22)**





**Staff Report – Fire & Protective Services Monthly Reporting Page 4**

**Emergency Management:**

- Staff was notified on July 14<sup>th</sup> that effective on June 24<sup>th</sup>, Emergency Management Ontario (EMO) was transferred from the Ministry of the Solicitor General, to oversight from the Treasury Board Secretariat (TBS) and the responsible Minister, the Honourable Prabmeet Sarkaria.

**Legislation**

- The annual Municipal and NFPP Fire Protection Profile form was updated, completed and submitted to the Province on June 6, 2022.

**Recommendation:**

1. None. For Council information only.

Reviewed by C.A.O.:



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Karen DePrest  
Chief Administrative Officer

Report prepared and submitted by:



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Scott Alexander  
Township Fire Chief



# STAFF REPORT

**Report #BCO2022-07**

**To:** His Worship the Mayor and Members of Council

**From:** Melanie Shiell, By-law Compliance Officer

**Re:** By-law Compliance – August 2022 Council Report

**Date:** July 27, 2022

## **Departmental Highlights:**

- None to report

## **Legislative Updates:**

- None to report

## **By-law Compliance Activity for June 2022**

OCCURRENCE TYPE	NUMBER OF NEW OCCURRENCES (Commenced this Month)		NUMBER OF ON-GOING OCCURRENCES (Commenced prior to this Month)	YEAR TO DATE OCCURRENCES	
	Open	Closed		Open	Closed
Property Standards	1		1	2	4
Clean Yard					
Animal Control	2	2		3	7
Parking	1			1	9
Noise	1	1			3
Zoning	2	1	1	2	1
Illegal Dumping					
Inquiry					6
Canine	4	3		1	7
Other	1			1	3
<b>TOTAL</b>	<b>12</b>	<b>7</b>	<b>2</b>	<b>10</b>	<b>40</b>


**Attachments:**

- None

**Recommendation:**

1. None. For Council information only.

Reviewed by C.A.O.:



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Karen DePrest  
Chief Administrative Officer

Report prepared  
and submitted by:



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Melanie Shiell  
By-law Compliance Officer

Department Approval:



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Will Jaques  
Corporate Services Manager/Clerk

# STAFF REPORT

**Report #CSM2022-10**

**To:** His Worship the Mayor and Members of Council

**From:** Will Jaques, Corporate Services Manager

**Re:** Corporate Services – August 2022 Council Report

**Date:** July 27, 2022

## **Departmental Highlights:**

- Continued work on the 2022 election.

## **Legislative Updates:**

- N/A

## **Status of Land Use Planning Matters:**

<b>Applicant</b>	<b>Location</b>	<b>Application Type</b>	<b>Nature of Application</b>	<b>Status of Applications</b>
Engberts	21 Burton St., Innerkip	Severance	Severance of an existing parcel of land.	Severance application approved and conditions being fulfilled.
Brenneman	616595 13 <sup>th</sup> Line	Severance ZBA	Severance of an existing parcel of land, and associated rezoning.	Severance application approved and conditions being fulfilled. ZBA process complete.
Donron Farms Ltd.	616583 13 <sup>th</sup> Line	Severance ZBA	Severance of an existing parcel of land, and associated rezoning.	Severance application approved and conditions being fulfilled. ZBA process complete.

**Staff Report – Corporate Services Monthly Reporting****Page 2**

<b>Applicant</b>	<b>Location</b>	<b>Application Type</b>	<b>Nature of Application</b>	<b>Status of Applications</b>
Oxford Road Developments 5 Inc.	Extension of Phase #1 subdivision (Innerkip)	SDA OPA ZBA	OPA and ZBA required as part of the application for subdivision.	Applications received.
Faircrest Farms Ltd.	744772 Oxford Rd. #17	Severance ZBA	Severance of an existing parcel of land, and associated rezoning.	Severance application approved and conditions being fulfilled. ZBA process complete.
Stevenson	201 Stonegate Rd., Innerkip	Severance	Severance of an existing parcel of land.	Severance application approved and conditions being fulfilled.
2825085 Ontario Inc.	32 Jacob St. E. Tavistock	Severance	Severance of an existing parcel of land (2 new lots).	Severance application approved and conditions being fulfilled.
Wettlaufer	516930 11 <sup>th</sup> Line	ZBA	Amendment to allow for second permanent dwelling on property (10 year period).	Process complete.
Nemeth	177 Coleman St. Innerkip	Severance	Severance of an existing parcel of land.	Severance application approved and conditions being fulfilled.

**Staff Report – Corporate Services Monthly Reporting****Page 3**

<b>Applicant</b>	<b>Location</b>	<b>Application Type</b>	<b>Nature of Application</b>	<b>Status of Applications</b>
Major	615411 13 <sup>th</sup> Line	ZBA	Rezoning to allow for the construction of a new residence, with in-law suite (converted dwelling).	Application received.
Phinney/ Haesler	125 Hope St. East, Tavistock	MVA	Relief to allow for a reduction in the required setback from the centreline of a County Road, and relief to allow a reduction in the maximum projection of deck/steps into the front yard.	Process complete.
Witzel	985920 Perth- Oxford Rd.	ZBA	Re-zoning to allow for a contractor's shop on the property.	Public Meeting to be held Aug. 3/22.
Benbow	684780 County Road #2	MVA	Relief to allow for a reduction in the required setback from the front yard property line.	Application received.
Witzel	285 Hope St. East, Tavistock	ZBA	Re-zoning to allow for the construction of a new semi-detached dwelling.	Application received.

**Attachments:**

- None.

**Recommendation:**

1. None. For Council Information.

Reviewed by C.A.O:



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Karen DePrest  
Chief Administrative Officer

Report prepared and submitted by:



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Will Jaques  
Corporate Services Manager

# STAFF REPORT

Report #CAO2022-12

**To:** His Worship the Mayor and Members of Council

**From:** Karen DePrest, CAO/Treasurer

**Re:** CAO/Treasury – August 2022 Council Report

**Date:** July 27, 2022

## Departmental Highlights:

- The Township auditor completed their on-site work as planned on Thursday, July 14<sup>th</sup>. Christene Scrimgeour will attend the August 3<sup>rd</sup> regular meeting to present the 2021 Draft Consolidated Financial Statements.
- Staff will be submitting a 2022 Ontario Trillium Foundation Grant application on August 3<sup>rd</sup> on behalf of the Council approved Tavistock Spray Pad Project. In conjunction with that application, staff have prepared report #CAO2022-14 to address the Spray Pad location and design work, as well as funding.
- The tender for the new Township administration building closed on Tuesday, July 26<sup>th</sup> at 4:00 p.m. with 11 compliant bid submissions. Staff have provided Council with the results and action options under a separate report, #CAO2022-15.
- Execulink, on behalf of East Zorra-Tavistock and other municipalities, made application to the Universal Broadband Fund through the Government of Canada. Funding allocations were announced on July 14, 2022, on the Government of Canada website:

<ul style="list-style-type: none"> <li>• Innerkip</li> <li>• Strathallan</li> <li>• Braemar</li> <li>• Hickson</li> </ul>	474 households	<a href="#">Execulink Telecom - UBF-02230</a>	\$2,760,723 <small>**</small>
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East Zorra-Tavistock's contribution toward this project will be \$537,830 between 2023 and 2026 at 25% intervals that will mirror milestones within the project envelope. East Zorra-Tavistock has been reserving monies over the past 4 years that are being matched at the County of Oxford. Upon signing of the Universal Broadband Contribution Agreement, attached as Appendix 'A', East Zorra-Tavistock will be authorized to access those funds from the upper tier for use toward this project.

- Final tax bills will be going out the first week of August to ensure that the statutory 21-day notice period is met, and that all appropriate penalties and tax adjustments can be completed. This will ensure that the final bills reflect the most up to date information available at issue date. This is a change in timing over prior years and will be used as the benchmark for future tax years.

### **Parks and Recreation:**

- Staff will now be providing Council with a separate monthly report on behalf of Parks and Recreation under a separate cover. This month's report will address the upcoming ice season with a plan for a permanent staffing structure.

### **Legislative Updates:**

- None

### **Financial Highlights:**

Township of East Zorra-Tavistock  
SUMMARY OF NET DEPARTMENTAL BUDGETARY TAX IMPACTS  
2022 Approved Operating and Capital Budgets Monitoring

as at 2022-07-27 56.99%  
2022-07-27

Net Budgets by Department	2021 Approved Budget	2021 Unaudited Actuals	2022 Approved Budget	2022 Actuals to Date	% of Actuals / Budget	
Building, Locates and Drainage	388,320	465,695	428,355	14,494	3.38%	<i>includes acquisition of vehicle for CBO to date</i>
Corporate Services	2,128,388	2,111,653	2,202,771	1,312,496	59.58%	<i>includes capital spending on 89 Loveys site to date</i>
Fire and Protective Services	1,223,272	985,136	1,292,950	225,176	17.42%	<i>Firefighter payroll not recorded until December annually</i>
Parks and Recreation	489,751	516,852	515,182	198,776	38.58%	<i>transition of P&amp;R to Township support</i>
Public Works	3,078,267	3,178,505	3,158,117	1,446,401	45.80%	<i>higher than anticipated weather related activities for 2022</i>
Treasury Services	(881,253)	(956,227)	(945,304)	(962,845)	101.86%	<i>includes supplementals and tax write offs to date</i>
<b>Tax-Supported Budget Summary</b>	<b>6,426,746</b>	<b>6,301,614</b>	<b>6,652,071</b>	<b>2,234,498</b>	<b>33.59%</b>	

**Attachments:**

1. Appendix 'A' - Universal Broadband Contribution Agreement (Final Draft)

**Recommendation:**

1. That the CAO/Treasurer and Mayor be authorized to sign the Contribution Agreement with Execulink to provide connectivity improvements to Broadband services through the installation of Fibre to the Premises (FTTP), in the Township of East Zorra-Tavistock.

Respectfully submitted by:

A handwritten signature in black ink, appearing to read 'Karen DePrest', written over a horizontal line.

Karen DePrest  
Chief Administrative Officer/Treasurer

Execulink East Zorra-Tavistock FTTP Project

CONTRIBUTION AGREEMENT (~~Second~~Third Draft)

Between:

The Township of East Zorra-Tavistock  
(the “Municipality”)

And:

EXECULINK TELECOM INC.  
(the “Recipient”)

CONTRIBUTION AGREEMENT FOR Execulink East Zorra-Tavistock FTTP Project

This Contribution Agreement is made:

BETWEEN:

The Township of East Zorra-Tavistock  
(the “Municipality”)

AND:

Execulink Telecom Inc., a private company incorporated under the Business Corporations Act  
having its head office located at 1127 Ridgeway Road, Woodstock (Ontario) N4V 1E3  
CANADA  
(the “Recipient”)

WHEREAS the Execulink East Zorra-Tavistock FTTP Project (“the Project”) aims to provide connectivity improvements to Broadband services through the installation of Fibre to the Premise in the Township of East Zorra-Tavistock; and

WHEREAS the Recipient will carry out the Project to support and contribute to Municipality’s broadband objective and Municipality will provide financial support for the project.

NOW THEREFORE, in consideration of the foregoing and their respective obligations set out below, the Parties agree as follows:

1. Purpose

1.1 Purpose of this Agreement

The purpose of this Agreement is to set out the Parties’ respective obligations and the terms and conditions under which the Municipality will provide funding in support of the Project.

1.2 Purpose of Contribution

The purpose of the Contribution is to provide financial assistance to the Recipient solely for the purpose of implementing the Project in accordance with the terms and conditions set out in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

2. Interpretation

2.1 Definitions

Capitalized term in this Agreement has the meaning given to it in this section.

“Agreement” means this contribution agreement and all attached schedules, as may be amended from time to time.

“Broadband Service” means the Internet services that the Recipient will make available in the Coverage Area, as set out Schedule A.

“Business Day” means any day other than a Saturday, Sunday, and Canadian statutory holiday to which the Recipient is subject.

“Change of Control” means a change in the identity of the individual or legal entity or group of individuals or legal entities acting in concert that owns fifty-point one percent (50.1%) or more of the outstanding voting shares of the Recipient.

“Communications Materials and Products” means any public communication regarding this Agreement, and any public announcement or distribution of outputs or results flowing from this Agreement, including media relations (including news conferences, news releases and other media products), information/advertising campaigns, print/audio-visual/electronic materials, websites, and exhibits.

“Completed Road Segments” means that the fiber is installed on the premises for each phase of construction and that the individual premises can receive service if requested.

“Contribution” means the funding provided by the Municipality pursuant to the terms and conditions of this Agreement.

“Coverage” means the Underserved ~~Premises~~ Premises to be provided with access to FTTP Service within a specific Coverage Area as set out in Schedule A.

“Coverage Area” means the area in which the Recipient will make available Broadband Service, as referenced in subsection Schedule A.

“Effective Date” means July 1, 2022, which is the earliest date for which Costs may be reimbursed.

“Execution Date” means the date of the last signature to this Agreement such that this Agreement is signed and dated by all Parties.

“FTTP” means Fibre to the Premise, with access to a minimum of 1GBPS speeds via optic fibers. For the purposes of this contract premise will include all residential, commercial, industrial, agricultural, or municipally owned properties within the coverage area as set out in Schedule A.

“ISED” means Ministry of Innovation, Science and Economic Development.

“Material Change” means a change of any substantive aspect of the Project, including:

- (i) a Change of Control of the Recipient;
- (ii) a change to the proposed financing of the Project;
- (iii) a change to the nature or location of the Project or any part thereof;
- (iv) a material change in the cost or scope of the Project.
- (v) a change that reduces the number of kilometers or number of premises served requires consultation and agreement by both parties to this agreement.

“Milestone Deliverable” means the milestone deliverables as set out in Schedule B that must be performed and delivered before the Contribution will be paid.

“Milestone Report” means the report prepared by the Recipient when each Milestone has been met and that contains the information identified in Schedule B and is provided to the Municipality on completion of the phase.

“Party” means the Municipality or the Recipient, as the case may be, and “Parties” means the Municipality and the Recipient.

“Payment Application” means this invoice submitted by Recipient to Municipality, which accompanies the Progress Report.

“Progress Report” means the report prepared by the Recipient that contains the information identified in Schedule B and submitted on a quarterly basis in accordance with Schedule B.

“Project” means the activities described in Schedule A for which Program funding was approved.



“Project Budget” means the Recipient’s financial plan for the Project, as set out in Annex A-1 of Schedule A.

“Project Completion” means the point at which all components of the Project are completed, and the resulting network is implemented and available to provide FTTP, all in accordance with the specifications set out in Schedule A [to the satisfaction of the municipality](#).

“Project Completion Date” means the date stated in Schedule A as the date on or before which Project Completion must occur.

“Project Start Date” means the date specified in Schedule A, which is the latest date by which the Project must be commenced.

“Third Party” means any legal entity, individual, partnership or organization, other than a Party, who participates in the Project.

“UBF” means Universal Broadband Fund.

## 2.2 Singular/Plural

Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.

## 2.3 Headings

The headings used in the Agreement are inserted for convenience of reference only and shall not affect its interpretation.

## 2.4 Entire Agreement

Unless amended in writing by the Parties, this Agreement comprises the entire agreement between the Parties in relation to the Project. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied, or otherwise, has been made by one party, to the other party, except as expressly set out in this Agreement.

## 2.5 Inconsistency

In case of inconsistency or conflict between a provision contained in the part of this Agreement preceding the signatures and a provision contained in any of the Schedules to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.

## 2.6 Schedules

This Agreement contains the following Schedules as described below, which form an integral part of this Agreement:

### a) Schedule A – Statement of Work

The following Annex is attached to, and form part of, Schedule A:

Annex A - 1 – Project Budget

### b) Schedule B – Reporting

3. Duration of Agreement

This Agreement will commence on the Execution Date and shall remain in effect until five (5) years from the Project Completion Date (the “Term”), unless terminated earlier in accordance with the provisions of this Agreement. ~~The agreement would thus remain in effect until December 31, 2032.~~

4. Expected Results

The Project is expected to contribute to the Municipality’s Broadband objectives and expected results, namely the enhancement and expansion of broadband service to Underserved ~~Households-Premises~~ in the Township of East Zorra-Tavistock.

The Municipality expects that the Contribution will lead to a measurable positive impact on these expected results, and success in achieving these results will be evaluated. In particular, the Recipient shall make available FTTP, on completion of the Project, to not less than the Coverage Area as defined in Schedule A.

5. Municipality General Obligations

The Municipality shall be responsible only for the disbursement of the Contribution pursuant to the terms and conditions of this Agreement ~~subject to the municipality’s satisfaction that the project, or any portion thereof, has been completed.~~

The Parties acknowledge that the Municipality’s role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Municipality shall have no involvement in the management or operation of the Project.

~~It is agreed that the municipality has the right to audit any portion of the project at their own expense throughout the term of this agreement.~~

6. The Contribution

6.1 Contribution

Subject to the terms and conditions of this Agreement, the Municipality will make a non-repayable Contribution to the Recipient in respect of the Project, of:

\$537,830

6.2 Funding Period

The Municipality will not contribute to any Costs incurred by the Recipient prior to the Effective Date or after the Project Completion Date.

6.3 Overruns

The Recipient is responsible for all costs of the Project, including cost overruns, if any.

7. Other Government Financial Support

The Recipient confirms that, in addition to the Contribution, it has received or has been approved to receive the following federal, provincial / territorial, or municipal government ("Government") financial assistance:

Total Other Government Financial Support: \$2,760,723

The Recipient confirms that it has not requested any Government financial assistance other than as described above.

## 8. Recipient's Obligations

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

- a) enter into a UBF Contribution Agreement with ISSED;
- b) The recipient will provide fiber to the premise for a minimum of 475 premises and a minimum of 99 kilometres of fiber installed and in service.
- c) commence the Project on or before the Project Start Date;
- d) carry out the activities as set out in Schedule A in a diligent, timely and professional manner and in compliance with the Project Budget;
- e) meet its reporting requirements as required by Schedule B;
- f) on completion of the Project, make available and maintain FTTP in the Coverage Area at the maximum price and minimum connectivity speed as specified in Schedule A;
- g) ensure that Project is completed no later than the Project Completion Date;
- h) ensure that all goods and services, the cost of which are being contributed to by the Municipality under this Agreement, shall be purchased or acquired at competitive prices
- i) assume full responsibility at all times for the Project and all matters arising from the Project, as per appropriate standards and, without limiting the foregoing, oversee, manage, and assume full responsibility for the goods and services provided by any Third Parties and their compliance with the Recipient's obligations under this Agreement; and
- j) not alter the scope of the Project without the prior written consent of the Municipality;
- k) procure construction and/or material bonds equal to the full amount of the municipalities expected contribution for the duration of the project or until such time as the municipality agrees in writing to release the bond requirement.

**Commented [MF1]:** As per the UBF CA it only requires the lowest residential package, which is the 50/10 for \$55.

## 9. Milestone Payments

### 9.1 Payment

Payment is structured around on four (4) construction phases, each phase consisting of quarterly Payment Applications from the Recipient based on completed road segments [for each construction phase](#). Municipality is entitled to a 10% holdback on construction phase until verification of the Milestone Report is completed by Municipality. If third party verification of Milestone Reports is required, it is at the sole expense of the Municipality. [Project schedule is subject to change in agreement with the Recipient and the Municipality but will completed by 2026.](#)

Phase 1 2023/24 **TBD** Phase 1 will consist of a minimum of 25 kms of fiber installed for which the municipality will contribute up to 25 % of the agreed upon contribution. The Recipient may only invoice the municipality on a quarterly basis for the percentage of the 25 kms for Phase 1 that have been completed to the satisfaction of the municipality.

Phase 2 2024 **TBD** Phase 2 will consist of a minimum of 25 kms of fiber installed for which the municipality will contribute up to 25 % of the agreed upon contribution. The Recipient may only invoice the municipality on a quarterly basis for the percentage of the 25 kms for Phase 2 that have been completed to the satisfaction of the municipality.

Phase 3 2025 **TBD** Phase 3 will consist of a minimum of 25 kms of fiber installed for which the municipality will contribute up to 25 % of the agreed upon contribution. The Recipient may only invoice the municipality on a quarterly basis for the percentage of the 25 kms for Phase 3 that have been completed to the satisfaction of the municipality.

Phase 4 2026 **TBD** Phase 4 will consist of a minimum of 25 kms of fiber installed for which the municipality will contribute up to 25 % of the agreed upon contribution. The Recipient may only invoice the municipality on a quarterly basis for the percentage of the 25 kms for Phase 4 that have been completed to the satisfaction of the municipality.

For all four phases, it is agreed that the recipient may invoice the municipality quarterly for as much of the contribution at the same percentage of each the phase that has been completed to the satisfaction of the municipality.

Payment in due within thirty days of creation of invoice from Recipient. The recipient will work cooperatively with the municipality to provide any details that might be required for the municipality (or its third party) to conduct any construction or financial audit for any phase of the project.

## 9.2 Final Milestone Payment

The final Milestone Report shall be accompanied by the Final Implementation Report, as outlined in Schedule B, to satisfy the Municipality the Final Implementation Report will include

- a) Certification by the chief financial officer of the Recipient or other person satisfactory to the Municipality; that:
  - i. All Costs have been incurred and paid;
  - ii. All Costs are related to the key work activities described in Schedule A;
  - iii. The Recipient has complied with all terms and conditions of the Agreement
- b) Evidence satisfactory to the Municipality that the Project has been completed. If third party verification of project completion is required it is at the sole expense of the Municipality.
- c) The Municipality will maintain a 10% holdback. It is agreed that upon the satisfaction of the Municipality that the total project has been completed, the municipality will release the holdback payment within 10 business days.

## 10. Deliverables and Reporting

### 10.1 Progress Reporting

The Recipient shall track the progress of all activities undertaken pursuant to the Project, shall provide the Municipality, with a report on the progress of the Project pursuant to the requirements set out in Schedule B. The Recipient shall deliver such Progress Reports on the dates set out in Schedule B.

### 10.3 Milestone Reporting



The Recipient shall provide to the Municipality, the Milestone Reports at the Milestone Report Due Dates set out in Schedule B. Milestone Reports will conform with the requirements and specifications set out in Schedule B.

#### 10.4 Final Implementation Report

The Recipient shall provide to the Municipality, no later than the Project Completion Date, a Final Implementation Report pursuant to the requirements as set out in Schedule B.

### 11. Compliance with Legislation, Policies and Regulations

#### 11.1 Compliance with Laws

The Recipient shall comply with all federal, provincial, territorial, municipal, and other applicable laws governing the Recipient and the Project, including statutes, regulations, by-laws, rules, ordinances, and decrees. This includes legal requirements under the Impact Assessment Act, Telecommunications Act, Radiocommunication Act, Radiocommunication Regulations and all applicable Canadian Radio-television and Telecommunications Commission (CRTC) rules, regulations, policies, and decisions applicable to the Project.

### 12. Default and Recovery

#### 12.1 Default

The Municipality may declare a default under this Agreement if any of the following events occur:

- a) the Recipient is not undertaking or has not completed the Project in accordance with the terms and conditions of this Agreement;
- b) the Recipient ceases to actively cause the Project to be completed in a timely manner;
- c) in the opinion of the Municipality, acting reasonably, a material and adverse change in risk affecting the Recipient's ability to fulfil the terms and conditions of this Agreement has occurred;

- d) the Recipient has submitted false or misleading information to the Municipality, or has made a false or misleading representation to the Municipality or his officials, excepting an error in good faith, the proof of which must be demonstrated by the Recipient to the satisfaction of Municipality;
- e) the Recipient has not complied with or satisfied, any condition, undertaking or term of this Agreement, or has breached any of the representations or warranties made in this Agreement;
- f) in the opinion of the Municipality, the Recipient ceases to carry on business or has sold all or substantially all of its assets;
- g) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt or insolvent debtors, or goes into receivership or bankruptcy; and,
- h) a resolution has been passed by the directors for the winding-up of the Recipient, or the Recipient is dissolved.

#### 12.2 Notice and Rectification Period

- a) The Municipality may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Municipality's opinion, constitutes an event of default under subsection 12.1. In the circumstances described in subsections (a) through (e) of subsection 12.1, the Municipality may, at the Municipality's discretion, advise the Recipient of the condition or event, and allow the Recipient a period of twenty (20) Business Days to correct the condition or event complained of, or to demonstrate to the satisfaction of the Municipality that it has taken the necessary steps to correct the condition, failing which the Municipality may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing to the Municipality within the twenty (20) Business Days correction period.
- b) Where the Municipality is concerned that a condition or event identified in subsection 12.1 is likely to occur, the Municipality may notify the Recipient in writing of the condition or event in question, following which the Parties shall discuss the Municipality's concerns, and the Recipient shall be obliged to correct the condition or event complained of, or to demonstrate to the satisfaction of the Municipality that it has

taken such steps as are necessary to correct the condition, within twenty (20) Business Days of such discussions.

### 12.3 Remedies

If the Municipality declares that an event of default has occurred, or in the reasonable opinion of the Municipality is likely to occur, and the Recipient has not rectified the default as required in subsection 12.2, if applicable, the Municipality may exercise any one or more of the following remedies, which the Parties acknowledge are fair and reasonable:

- a) suspend any further payments to the Recipient under this Agreement;
- b) terminate this Agreement, including any obligation to make further payments to the Recipient under this Agreement;
- c) The municipality may recover the posted bond or take full ownership of all fiber installed through this project or may recover any contributions made to the project with interest. Interest will be set a 1.5% plus the Bank of Canada Rate.

### 13. Confidentiality

Each Party shall keep confidential and shall not without the consent of the other Party disclose the contents of this Agreement and the documents pertaining to it, whether provided before or after this Agreement was entered into, or of the transaction contemplated in this Agreement.

### 14. Representations, Warranties and Additional Covenants

#### 14.1 Representations and Warranties

The Recipient represents and warrants that:

- a) it is in good standing under the laws of Ontario and is in good standing under the laws of each jurisdiction which govern it;
- b) it has the requisite power and authority, and has met all legal requirements, necessary to carry on its business, to hold property and to enter into, deliver and perform this Agreement;

- c) entering into, execution by the signatory, delivery and performance of this Agreement, and its execution by the undersigned signatory, have been duly and validly authorized, and when executed and delivered this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms;
- d) it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement;
- e) it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project;
- f) each premise in the Coverage Area will have access to FTTP, with a minimum of 1GBPS download speeds;
- g) any new premise built in the Coverage Area, within five (5) years of the Completion Date will be provided with access to FTTP; and
- h) pricing of all packages in the Coverage Area will be consistent with all other customers served by the Recipient within the Township of East Zorra-Tavistock.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these representations and warranties, the Municipality may exercise the remedies set out in subsection 12.3.

#### 14.2 Material Change

The Recipient shall not make a Material Change without the prior written consent of the Municipality. Notice of a Material Change must be delivered promptly to the Municipality and in no event later than twenty (20) Business Days prior to the proposed Material Change.

A material change that reduces the number of kilometers or number of premises served requires consultation and agreement by both parties to this agreement. This agreement provides for a minimum of 475 premises and a minimum of 99 kms of fiber installed and in service.

### 15. Indemnification and Limitation of Liability

#### 15.1 Indemnification

The Recipient shall at all times indemnify and save harmless, the Municipality, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect of the Project;
- b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees, and agents, or by a Third Party or its officers, employees, or agents;
- c) the design, construction, operation, maintenance, and repair of any part of the Project; or
- d) any omission or other willful or negligent act or delay of the Recipient or a Third Party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee or agent of Canada in the performance of his or her duties.

## 15.2 Liability

The Municipality shall have no liability under this Agreement except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Municipality shall not be liable for any direct, indirect, special, or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

## 16. General Provisions

### 16.1 Transfer and Assignment

The Recipient shall not transfer or assign this Agreement or any part thereof, or its rights, duties, or obligations under this Agreement without the prior written consent of the Municipality and without a written irrevocable undertaking, representation and warranty from the transferee or assignee, as the case may be, in which the transferee or assignee agrees to comply with all terms and conditions of this Agreement. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties, or obligations of this Agreement, without the Municipality's express written consent is void.

#### 16.2 Dispute Resolution

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and if the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in Schedule 1 to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.

Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

#### 16.3 Disposition of Project Assets

The Recipient shall preserve and maintain the assets acquired with the Contribution and shall not sell, transfer, or dispose of them until the expiration or early termination of this Agreement, unless:

- a) the Recipient has obtained the prior written consent of the Municipality, on such conditions as the Municipality may determine;
- b) the asset was acquired at a cost less than \$1,000; or
- c) the asset is worn or outdated and is sold, transferred, or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

#### 16.4 Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assignees.

#### 16.5 Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties.

#### 16.6 No Agency

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent, or employer-employee relationship in any way, or for any purpose, between Municipality and the Recipient, or between Municipality and any Third Party. The Recipient is not in any way authorized to make a promise, agreement, or contract and to incur any liability on behalf of Municipality, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Municipality and shall be solely responsible for any and all payments and deductions required by the applicable laws.

#### 16.7 Severability

If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

#### 16.8 Notice

Any notice, information or document provided for under this Agreement may be delivered or sent by any pre-paid method, including regular or registered mail, courier, or email. Notice will be considered as received upon delivery by the courier, or one (1) Business Day after being sent by facsimile or email, or five (5) Business Days after mailing. A Party may change its address below by notifying the other Party in writing.



Any notice to the Municipality shall be sent to:

Township of East Zorra-Tavistock

Attention: Karen DePrest, Chief Administrative Officer/Treasurer

90 Loveys Street, Box 100

Hickson, Ontario N0J 1L0

[kdeprest@ezt.ca](mailto:kdeprest@ezt.ca)

Any notice to the Recipient shall be sent to:

Execulink Telecom Inc.

ATTN: Yasmin Charania

1127 Ridgeway Road

Woodstock, ON N4V 1E3

[Yasmin.charania@execulinktelecom.ca](mailto:Yasmin.charania@execulinktelecom.ca)

#### 16.9 Applicable Law

This Agreement will be interpreted in accordance with the laws and of the province of Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

#### 16.10 Intellectual Property

Title to any intellectual property created solely by the Recipient as part of or in respect of the Project shall vest with the Recipient.

#### 16.11 Counterparts

This Agreement may be signed in counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement

17. Signatures

This Agreement has been executed on behalf of the Municipality and the Recipient as of the date(s) indicated below.

The Township of East Zorra-Tavistock

Signed by:

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Karen DePrest, Chief Administrative Officer/Treasurer

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Date

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Don McKay, Mayor

---

Date

Execulink Telecom Inc.

Signed by:

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Yasmin Charania  
Chief Financial Officer, Execulink

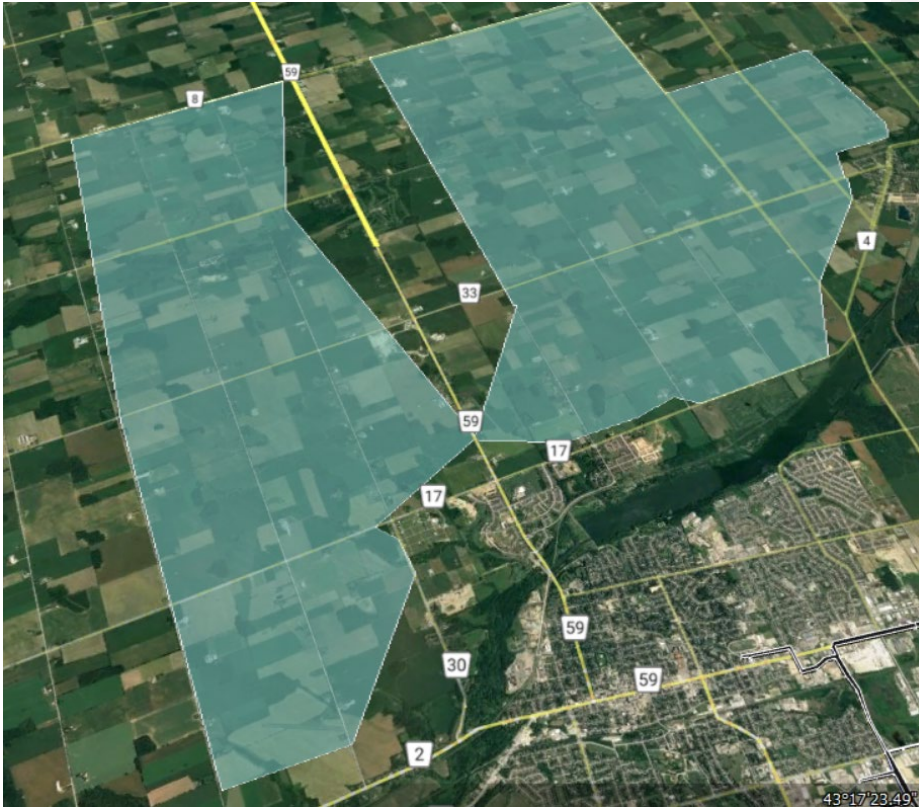
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Date

I have the authority to bind the Corporation

SCHEDULE A  
STATEMENT OF WORK

1. SUMMARY OF PROJECT

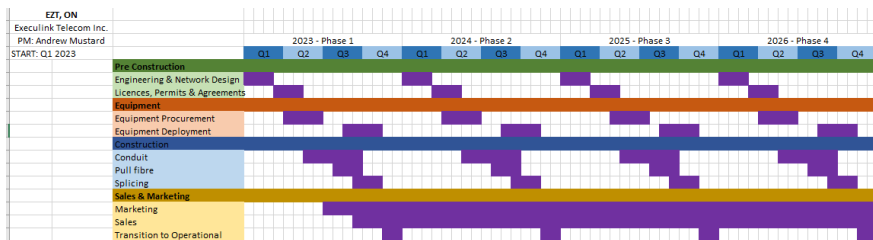


Project will bring a minimum of 1GBPS FTTP services to all premises in the Coverage Area. The project will include a minimum of 99 kms of fiber to the premise and will serve a minimum of 475 premises.

- Effective Date July 1, 2022
- Project Start Date: January 1, 2023
- Project Completion Date: December 31, 2026

Minimum package to be made available for five (5) years after Project Completion. It is also agreed that Execulink will make available the option for up to 1 Gig of service to any or all customers who request it at the same rate as all other Execulink customers outside of the coverage area.

Name of Service Plan	Technology	Price	Usage Cap
Residential - 50/10 - Unlimited	Fibre	\$55.00	Unlimited



(ANNEX A-1)

PROJECT BUDGET (TBD)

- Phase A
- Phase B
- Phase C
- Phase D

**Commented [MF2]:** Aim to have it close to ¼ of the total contribution each year

## SCHEDULE B

### REPORTING

The Recipient shall ensure that appropriate processes are in place to enable the capture and reporting of the information necessary to complete the following reports.

#### 1. Progress Report & Payment Application

##### Content of Progress Report & Payment Application

- Contractor invoices for completed construction
- Equipment invoices
- % Phase completed
- # KM Constructed
- # Premises passed [and available for service](#)
- Execulink Invoice

[East Zorra-Tavistock will make progress payments in accordance with the number of kms installed and the number of premises available for service as outlined in Section 9.1 of this agreement.](#)

##### Progress Report Due Dates

The Recipient must submit Progress Reports and Payment Application on a quarterly basis until the Project Completion Date on the following dates:

- i. March 1st
- ii. June 1st
- iii. September 1st
- iv. December 1st

#### 2. Milestone Report

Milestone reports will be submitted to the Municipality upon the completion of construction for each of the [four \(4\)](#) phases of construction. Milestone Reports demonstrate the phase is operational and FTTP is available to all premises. Upon verification of the completed Milestone Report, by the Municipality, the 10% holdback is released.

Expected Milestone Reports:

- Phase A (UBF Funded)
- Phase B (UBF Funded)
- Phase C (UBF Funded)
- Phase D (UBF Funded)

Content of Milestone Report:

- # KM Constructed
- # Premises passed
- Update Phase map - with all constructed segments
- % of total Project completed
- Speed test(s) validating available speeds

3. Final Implementation Report

A Final Implementation Report shall be submitted in conjunction with the final Milestone Report and shall include;

- Number of premises passed
- Number of businesses connected
- Describe changes in Project schedule, why they were made, and the impact
- Provide any other information which identifies, demonstrates, and quantifies the success
- An attestation certifying that all costs are incurred and paid and all obligations met
- Request for release of final Phase holdback

# STAFF REPORT

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**Report #CAO2022-13**

**To:** His Worship the Mayor and Members of Council

**From:** Karen DePrest, CAO/Treasurer

**Re:** Service Delivery - Parks and Recreation Staffing

**Date:** July 27, 2022

## **Background:**

Council has received several reports to date regarding the service delivery aspects of Recreation. Through collaborating with the former contractor, the newly hired Parks and Recreation Supervisor, the Public Works Manager, as well as the Community Services Manager from Blandford-Blenheim, staff have reviewed the complement required to ensure a seamless transition in service from the contractor model, to a Township staffed model. All parties have agreed that a complement of three (3) full-time facility operators are required to staff the facility Monday to Sunday during operational hours. In addition, 'casual' support staff will be needed to assist with cleaning, set-up/tear-down, and support for events and rentals of all types.

This proposed number of staff is representative of the previous complement maintained by the former contractor. The plan for staffing includes 40-hour work weeks for the Facility Operator(s) position(s), while working a 3-week rotation varying between days, evenings, and weekends. The Parks and Recreation Supervisor would be covering operational hours as well. Casual staff will be added for weekday evening shifts of 4:00 p.m. to 11:00 p.m., and weekend shifts covering 7:00 a.m. to 11:00 p.m., to ensure that no staff person is required to work alone in our facilities. These casual staff members will ideally be student and/or adult minimum wage employees hired on a part-time basis, similar to the Township's Crossing Guards and former COVID screeners.

Further, staff wanted to allow the new Parks and Recreation Supervisor the opportunity to work with the contract staff hired on a 3-month basis so that he would have adequate time to assess the needs of not only the arena facility, but the community halls and parks as well.



**Discussion:**

The approach described above is consistent with recommendations from the Parks and Recreation Master Plan regarding the Township getting into the “business” of Parks and Recreation and taking a departmental approach to providing those services.

**Financial Implications:**

The addition of these new full-time permanent positions would each have an estimated annual salary of approximately \$55,000 to \$60,000, plus benefits of approximately 28% of salary (therefore, a total cost of \$70,400 to \$76,800 including benefits). For 2022, this amount would be prorated for the partial year, depending upon the individual’s start date.

Casual positions would be paid at minimum wage with 4% vacation pay and statutory deductions of CPP and EI. Total weekly hours across the positions would range between 60-70 hours, resulting in a cost of approximately \$60,000 annually.

These positions, along with the Parks and Recreation Supervisor, are within the estimated annual amount budgeted across the facilities that were within the Facility Management Contracted Services for the remainder of this year, and would be included as staffing costs for the 2023 budget development cycle.

**Recommendation:**

None. For Council Information.

Respectfully submitted by:



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Karen DePrest  
Chief Administrative Officer/Treasurer

# STAFF REPORT

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**Report #CAO2022-14**

**To:** His Worship the Mayor and Members of Council

**From:** Karen DePrest, CAO/Treasurer

**Re:** Tavistock Spray Pad

**Date:** July 27, 2022

## **Background:**

As part of the 2020 Capital Budget, Council approved the Capital Project Record (CPR) for the Tavistock Spray Pad (attached as Appendix 'A'). Since that time, the fundraising committee has struggled to move the project forward on their own. With neither a design nor a location to reference, generating funds and investment for the project has been difficult.

In 2022, Council approved an allocation of \$75,000 from the Tavistock Park Reserve toward the replacement or refurbishment of playground equipment adjacent to the ball diamond near the Queen's Park Pavilion. This equipment has been deemed unsafe and needs to be removed for health and safety reasons.

As well, at its meeting in July, Council approved a Township application to the Ontario Trillium Fund on behalf of the Tavistock Spray Pad project for a grant of up to \$150,000, which is being submitted on August 3, 2022.

## **Discussion:**

Through discussions with the Tavistock District Recreation Facilities Board (TDRFB) and some members of Council, staff would propose that Council redirect the \$75,000 for the replacement of the playground equipment to the spray pad project instead. Staff would use some of the funds to have the unsafe playground equipment removed (\$5,000 approximately). The remaining \$70,000 could be added to the \$75,000 ear-marked in the Recreation Development Charges Reserve Fund to issue a Request for Proposals for the Design and Build of a Spray Pad in the Tavistock Queen's Park.

## **Staff Report – Tavistock Spray Pad**

**Page 2**

Presumably having a design, as well as a chosen location, would allow the fundraising committee to move forward in meeting the commitments they had previously made. Any funding received through a Trillium Grant would be used to reduce the draw on Township reserves to fund the project.

### **Location Options:**

Staff would like to provide Council with two viable options for location of the spray pad within Queen's Park.

Option 1 – The unauthorized "gaga pit" could be removed and replaced with the spray pad, which would keep it in a shaded area near the Pavilion/washrooms, as well as the newer playground equipment.

Option 2 – The spray pad could be located in the un-treed grassy area to the rear of the Queen's Park Pavilion. This would also put it in proximity to both the washrooms, but further away from the newer playground equipment.

In either case, staff suggest that the infinity web, currently located adjacent to the unsafe playground equipment, would remain in place as it is still in very good condition.

### **Financial Implications:**

The addition of the \$70,000 from the Tavistock Park Reserve would reduce the required fundraising target from \$150,000 to \$80,000 and the Township's combined contribution would increase to \$145,000 with \$75,000 coming from the Recreation Development Charges Reserve Fund, as previously committed and collected.

### **Attachment:**

1. Appendix 'A' – Tavistock Spray Pad CPR

**Recommendation:**

1. That Council authorize staff to remove the unsafe playground equipment in the Tavistock Queen's Park and allocate \$70,000 of the equipment replacement funding to the Tavistock Spray Pad project, to initiate a Request for Proposal for a Design Build Project.
2. That Council provide direction regarding Option 1 or 2 for the designated location of the future Tavistock Spray Pad.

Respectfully submitted by:

A handwritten signature in black ink, appearing to read 'Karen DePrest', written in a cursive style.

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Karen DePrest  
Chief Administrative Officer/Treasurer

[illegible]

# STAFF REPORT

Report #CAO2022-15

**To:** His Worship the Mayor and Members of Council

**From:** Karen DePrest, CAO/Treasurer

**Re:** Township Office Tender Results

**Date:** July 27, 2022

## **Background:**

As part of the 2021 and 2022 Capital Budgets, Council approved a combined construction budget of \$4,500,000 to cover the cost of tendered services in the construction of a new administration office, community room and council chambers, on the Township-owned property at 89 Loveys Street in Hickson.

The tender was issued on Thursday, June 30<sup>th</sup> and received significant interest from both general contractors as well as subcontractors. At its time of closing on Tuesday, July 25<sup>th</sup>, forty-nine (49) interested parties had taken the document.

Upon closing the tenders at 4:00 p.m. on Tuesday, July 25<sup>th</sup>, the Township received eleven (11) compliant bid submissions. The proposed pricing is provided in the table below:



**EZT-RFT-22-07**  
**Construction of New Administration Building**  
**Opening Summary**

Closing Date: Tuesday, July 26, 2022 at 4:00:00 PM

	Company Name	Date/Time of Submission	Schedule of Items and Prices - Appendix C	Compliant? Y/N	Special Notes
1	Michael Clark Construction	Submitted Tue Jul 26, 2022 3:58:24 PM	\$5,575,000.00	Y	
2	Reid & Deleye Contractors Ltd	Submitted Tue Jul 26, 2022 3:56:12 PM	\$5,599,323.37	Y	
3	K&L Construction	Submitted Tue Jul 26, 2022 3:58:16 PM	\$5,733,800.00	Y	
4	Niacon Ltd.	Submitted Tue Jul 26, 2022 3:56:51 PM	\$5,970,358.77	Y	
5	Aveiro Constructors Ltd.	Submitted Tue Jul 26, 2022 3:58:59 PM	\$6,002,699.00	Y	
6	Van Horne Construction Ltd.	Submitted Tue Jul 26, 2022 3:58:46 PM	\$6,088,761.00	Y	
7	Quad Pro Construction Inc.	Submitted Tue Jul 26, 2022 3:56:55 PM	\$6,180,000.00	Y	
8	Elgin Contracting and Restoration Ltd.	Submitted Tue Jul 26, 2022 3:58:50 PM	\$6,476,000.00	Y	
9	Anacond Contracting Inc.	Submitted Tue Jul 26, 2022 3:57:26 PM	\$6,659,880.00	Y	
10	RENOKREW	Submitted Tue Jul 26, 2022 3:56:42 PM	\$7,253,401.90	Y	
11	Tradition Construction Inc	Submitted Tue Jul 26, 2022 3:58:28 PM	\$8,581,805.00	Y	

Proposals Opened by: Meaghan Vader

Witness: Claire Ohrling

Witness: Karen DePrest

**Staff Report – Township Office Tender Results****Page 2**

After opening the tenders, staff discussed the pricing and noted the following key points:

1. The low bid of \$5,575,000, submitted by Michael Clarke Construction, exceeds the approved construction budget of \$4,500,000 by 24%.
2. Several of the Township's procurements this year have shown the impacts of inflation, fuel costs, as well as shortages and/or delays in the supply of labour and materials, post-COVID.
3. The Township had a significant number of bidders for the project, with eleven (11) responses received.
4. The seven (7) lowest bids are within a 10% range, indicating the low bid to be 5% below the mean market value of just under \$6,000,000.
5. The \$1,000,000 range of the nine (9) lowest bidders provides confidence that all respondents understood the project and were consistent on a current market value for this project.

**Discussion:**

Council is now tasked with determining next steps on this project.

Option 1 – Council can authorize the award of the contract to the lowest compliant bidder and direct staff to include the additional \$1.2 million as part of the 2023 budget, with a source financing to be determined as part of that development process.

Option 2 – Council may reject all bids as they are not within the 10% allowance referred to in our procurement policy, and provide direction on how to proceed with the site work that has been completed to date. Should Council wish to reissue the tender at a future date, the tender document would have to be materially revised in such a way as to avoid "bid shopping". It is also likely that the design process would have to be restarted.

Option 3 – Council could defer a decision on the award to a special meeting of Council prior to the possible "lame duck" date of August 19<sup>th</sup>, with direction provided to staff at that meeting as to what alternatives Council would like to consider.

**Recommendation:**

1. That Council provide staff direction on the award of Tender  
EZT-RFT-22-07 - Construction of a New Township Administration  
Building.

Respectfully submitted by:

A handwritten signature in black ink, appearing to read "Karen DePrest", written over a horizontal line.

Karen DePrest  
Chief Administrative Officer/Treasurer



**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF OXFORD  
WITZEL DRAIN 2022  
BY-LAW #2022 - 24**

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BEING a by-law to provide for drainage works in the Township of East Zorra-Tavistock, in the County of Oxford.

WHEREAS in accordance with the provisions of The Drainage Act, R.S.O. 1990, certain drainage works has been requested on the following lands:

Lots 34-36, Concession 18 (Township of East Zorra-Tavistock)  
Lots 3-5, Concession 2 & 3 (Township of Perth East)

AND WHEREAS the Council of the Township of East Zorra-Tavistock in the County of Oxford has procured a report by Mr. Curtis MacIntyre of the firm of K. Smart & Associates Ltd. of Kitchener, Ontario and the report shall be attached hereto and form part of this by-law;

AND WHEREAS the estimated total cost of constructing the drainage works is \$510,000.00;

AND WHEREAS \$87,032.00 is the amount to be contributed by the Township of Perth East for construction of the drainage works;

AND WHEREAS the Council is of the opinion that drainage of the area is desirable;

THEREFORE the Council of the Township of East Zorra-Tavistock, pursuant to The Drainage Act, R.S.O. 1990 ENACTS AS FOLLOWS:

1. The report dated May 30, 2022, is hereby adopted and the drainage works as therein set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation of the Township of East Zorra-Tavistock may borrow on the credit of the Corporation the amount of \$510,000.00 being the amount necessary for construction of the drainage works.

- (2) The Corporation may arrange for the issue of debentures in the name of the County of Oxford for the amount borrowed less the total amount of
- (a) grants received under Section 85 of The Act;
  - (b) commuted payments made in respect of lands and roads assessed within the municipality;
  - (c) moneys paid under Subsection 61(3) of The Act; and
  - (d) moneys assessed in and payable by another municipality

and such debentures shall be made payable within five (5) or ten (10) years from the date of the debenture and shall bear interest at the prevailing rates at the time the said debenture is sold by the County of Oxford.

3. For paying the amount of \$383,686.00 being
- (a) the amount assessed upon the lands and roads in the Township of East Zorra-Tavistock, except the lands and roads belonging to or controlled by the Municipality and
  - (b) the amount required to pay interest on the portion of the amount borrowed represented by the amount in Clause (a)

Less the total amount of

- (c) grants under Section 85 of The Act
- (d) commuted payments made in respect of the lands and roads assessed

4. For paying the amount of \$39,282.00 being
- a) the amount assessed upon the lands and roads belonging to or controlled by the Municipality
  - b) the amount required to pay interest on the portion of the amount borrowed represented by the amount in Clause (a)

A special rate shall be levied upon lands and roads as set forth in "Schedule of Assessments" to be collected in the same manner and at the same time as other taxes are collected.


The amount of the special rate levied upon each parcel of land or part thereof shall be divided into five (5) or ten (10) equal amounts and one such amount shall be collected in each year for five (5) or ten (10) years after the passing of this by-law.

By-law #2022-24

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5. This by-law shall come into force on the passing thereof, and may be cited as the WITZEL DRAIN 2022.

**READ A FIRST AND SECOND TIME THIS 6<sup>th</sup> DAY OF JULY, 2022.**

  
\_\_\_\_\_  
Will Jaques, Clerk

  
\_\_\_\_\_  
Don McKay, Mayor

**READ A THIRD TIME AND FINALLY PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

## **NOTICE OF COURT OF REVISION WITZEL DRAIN 2022**

You are hereby advised that the Drainage Court of Revision for the WITZEL DRAIN 2022 will be held on Wednesday, August 3, 2022, at the Innerkip Community Centre, 695566 17<sup>th</sup> Line, Innerkip, Ontario at 9:15 a.m. Any owner may appeal his/her assessment to the Court of Revision by giving written notice to the undersigned on or before Monday July 25, 2022, at 4:30 p.m.

Will Jaques, Clerk  
Township of East Zorra-Tavistock  
Hickson, Ontario N0J 1L0

Also take notice that in accordance with The Drainage Act any owner or public utility affected by the drainage works, if dissatisfied with the report of the Engineer on the grounds that:

- (a) the benefits to be derived from the drainage work are not commensurate with the estimated cost thereof;
- (b) the drainage works should be modified on the grounds to be stated;
- (c) the compensation or allowances as provided by the Engineer are inadequate or excessive;

may appeal to the Tribunal. In every case, a written notice of appeal shall be served upon the Council of the initiating municipality within forty (40) days after the mailing of this notice.

**DATED: July 6, 2022**

**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK  
COUNTY OF OXFORD  
BY-LAW # 2022 - 29**

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Being a by-law to confirm all actions and proceedings of the Council.

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:**

All actions and proceedings of the Council taken at its meeting held on the 3<sup>rd</sup> day of August, 2022 except those taken by By-law and those required by law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out herein provided, however, that any member of this Council who has dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect of this By-law as it applies to such action or proceeding.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 3<sup>rd</sup> DAY OF AUGUST, 2022.**

seal

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Don McKay, Mayor

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Will Jaques, Clerk