



THE CORPORATION OF THE TOWNSHIP OF WAINFLEET  
REGULAR MEETING OF COUNCIL AGENDA – **AS AMENDED**

JANUARY 5, 2020 – 7:00 P.M.

**ELECTRONIC PARTICIPATION ONLY**

*Due to the Province-wide COVID-19 lockdown, the Council Chambers will be closed to the public and Members of Council will be participating remotely via electronic means only. The proceedings of the meeting will streamed live.*

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C01/21

1. **Call to Order**
2. **Land Acknowledgement Statement**
3. **Disclosures of Interest and the General Nature Thereof**
4. **Presentations**
5. **Mayor's Announcements & Remarks**
6. **Councillor's Announcements & Remarks**
7. **Adoption of Previous Council Minutes**
  - a) Minutes of the regular meeting of Council held December 15, 2020.
8. **Delegations**
  - a) Ben Berg Farm & Industrial Equipment Ltd. Re: Site plan requirements for proposed new facility for Ben Berg Farm & Industrial Equipment Ltd.
  - b) Crime Stoppers of Niagara Re: Crime Stoppers Month – January 2021*
9. **Staff Reports & Recommendations**
  - a) Administrative Staff Reports
    - i. ASR-001/2021 Re: COVID-19 Impact Report5
  - b) Drainage Staff Reports
    - i. DSR-001/2021 Re: Indian Creek Drain Report
    - ii. Memorandum from Drainage Superintendent Re: Bridgewater Municipal Drain Court of Revision

**10. Review of Correspondence**

**11. By-laws**

**12. Notices of Motion**

**13. Closed Meeting**

a) Item under Section 239(2)(c) of the Municipal Act, 2001, a proposed or pending acquisition or disposition of land by the municipality or local board; – 1 item (potential disposition of a portion of an unopened road allowance).

b) Minutes of the closed meeting of Council held December 15, 2020.

**14. Rise & Report**

**15. By-law to Confirm the Proceedings of Council**

a) By-law No. 001-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 5<sup>th</sup> day of January 2021.

**16. Adjournment**



## THE CORPORATION OF THE TOWNSHIP OF WAINFLEET REGULAR MEETING OF COUNCIL MINUTES

C29/2020  
December 15, 2020  
7:00 p.m.  
Electronic Participation

PRESENT:	K. Gibson	Mayor
	D. Cridland	Councillor
	J. MacLellan	Councillor
	T. Gilmore	Councillor
	S. Van Vliet	Councillor
STAFF PRESENT:	W. Kolasa	Chief Administrative Officer/Clerk
	L. Gudgeon	Manager of Human Resources
	M. Luey	Treasurer/Mgr of Corporate Services
	R. Nan	Manager of Operations
	A. Dashwood	Administrative Assistant

- 
1. **Call to Order**  
Mayor Gibson called the meeting to order at 7:50 p.m.
  2. **National Anthem**
  3. **Land Acknowledgement Statement**  
Mayor Gibson acknowledged that the land on which we gather is the traditional territory of Anishinaabeg and Haudonenosaunee Peoples, acknowledging the One Bowl and Spoon Treaty.
  4. **Disclosures of Pecuniary Interest and the General Nature Thereof**  
None.
  5. **Mayor's Announcements and Remarks**  
The mayor announced the following:
    - There is virtual funding announcement on Thursday December 17 at 9:15 a.m. on our YouTube channel regarding the Lakeshore Road Rehabilitation Project.
    - Regional Council will meet Thursday December 17 at 6:30 p.m.
    - This will be our last regular meeting of Council in 2020 and we'll be ratifying the 2021 meeting schedule this evening.
    - I'd like to thank Kaelynn Laramée for submitting the winning entry to our Township Christmas card contest this year. Her artwork appears on our Township card that is sent out across the Region and beyond.

- The Township office will be closing December 23, and will re-open the morning of Monday January 4. On behalf of Council, I'd like to wish everyone a safe and happy holiday season.

6. **Councillor's Announcements and Remarks**

Councillor Cridland advised that the next NPCA Board meeting is December 17, 2020 at 9:30 a.m.

7. **Adoption of Previous Council Minutes**

- a) Minutes of the regular meeting of Council held November 24, 2020 and the special meeting of Council held December 1, 2020

**Resolution No. C-2020-234**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**"THAT** the minutes of the regular meeting of Council held November 24, 2020 and the special meeting of Council held December 1, 2020 be adopted as circulated."

**CARRIED**

8. **Delegations**

- a) Steven Soos Re: Request for Council support regarding Niagara Region declaring a state of emergency on mental health, homelessness, and addiction

**Resolution No. C-2020-235**

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

**"THAT** the presentation from Steven Soos be received."

**CARRIED**

**Resolution No. C-2020-236**

Moved by Councillor Van Vliet

Seconded by Councillor Gilmore

**"THAT** the request from Steven Soos respecting a request that Niagara Regional Council declare a state of emergency on mental health, homelessness, and addiction be supported."

**CARRIED**

9. **Staff Reports & Recommendations**

a) Administrative Staff Reports

- i. ASR-043/2020 Re: 2021 Council Meeting Schedule

**Resolution No. C-2020-237**

Moved by Councillor MacLellan

Seconded by Councillor Cridland

**“THAT** Administrative Staff Report ASR-043/2020 be received;

**AND THAT** the 2021 Council Meeting Schedule outlined in the report be confirmed and adopted.”

**CARRIED**

- ii. ASR-044/2020 Re: 2021 Closed Meeting Investigator Contract Renewal with LAS

**Resolution No. C-2020-238**

Moved by Councillor MacLellan

Seconded by Councillor Cridland

**“THAT** Administrative Staff Report ASR-044/2020 respecting Closed Meeting Investigator Contract Renewal with Local Authority Services Limited be received; and

**THAT** the current contract between the Township of Wainfleet and Local Authority Services Limited for Closed Meeting Investigator Services be continued for the 2021 calendar year.”

**CARRIED**

- iii. ASR-045/2020 Re: COVID-19 Impact Report

**Resolution No. C-2020-239**

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

**“THAT** Administrative Staff Report ASR-045/2020 respecting COVID-19 Impact Report be received as information.”

**CARRIED**

- iv. ASR-046/2020 Re: 2021 Insurance Program

**Resolution No. C-2020-240**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** Administrative Staff Report ASR-046/2020 be received;

**AND THAT** Council direct staff to proceed with the acceptance of the proposal for the provision of general insurance services for the period January 1, 2021 to December 31, 2021 from Frank Cowan Company Ltd inclusive of Cyber Insurance and Volunteer Coverage.”

**CARRIED**

10. **Review of Correspondence**

- a) C-267-2020 – Fay Suthons, request to amend the Discharge of Firearms By-law to prohibit hunting in vicinity of Welland River

**Resolution No. C-2020-241**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** Correspondence item C-267-2020 from Fay Suthons respecting a request to amend the Discharge of Firearms By-law to prohibit hunting in vicinity of Welland River be referred to staff for a report, inclusive of consultation with bordering municipalities.”

**CARRIED**

- b) C-286-2020 – Niagara Region, Report LNTC-C 4-2020, Niagara Transit Governance Study

**Resolution No. C-2020-242**

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

**“THAT** Correspondence item C-286-2020 from Niagara Region respecting Report LNTC-C 4-2020, Niagara Transit Governance Study be received for information.”

**CARRIED**

11. **By-laws**  
None.

12. **Notices of Motion**  
None.

13. **Closed Meeting**

**Resolution No. C-2020-243**

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

**“THAT** Council now move into closed session to discuss:

- a) Item under Item under Section 239(2)(d) of the Municipal Act, 2001, labour relations or employee negotiations; – 1 item (CUPE negotiation update)
- b) Minutes of the closed meetings of Council held November 3, 2020 and November 24, 2020.”

**CARRIED**

Time: 8:37 p.m.

14. **Rise & Report**

Council resumed in open session at 9:05 p.m.

Consideration of the subject matter in closed session concluded with the taking of a procedural vote in closed session for the purpose of adopting previous closed session minutes and the introduction of the following motion in open session.

**Resolution No. C-2020-244**

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

**“THAT** the Memorandum of Settlement between the Corporation of the Township of Wainfleet and Canadian Union of Public Employees, Local 1287-16 be received and approved;

**AND THAT** the Mayor and Clerk be authorized and directed to execute the necessary documents to give effect to the Memorandum of Settlement.”

**CARRIED**

15. **By-law to Confirm the Proceedings of Council**

**Resolution No. C-2020-245**

Moved by Councillor Gilmore

Seconded by Councillor Van Vliet

**“THAT** By-law No. 049-2020 being a by-law to adopt, ratify and confirm the actions of the Council at its meetings held on the 1st day of December, 2020 and the 15th day of December, 2020 be read and passed this 15th day of December, 2020.”

**CARRIED**

16. **Adjournment of Meeting**

There being no further business, the meeting was adjourned at 9:11p.m.

\_\_\_\_\_  
K. Gibson, MAYOR

\_\_\_\_\_  
W. Kolasa, CLERK





**TOWNSHIP OF WAINFLEET**  
**DELEGATION REQUEST FORM**

Please fill out and return no later than 4:30 p.m. on the Tuesday prior to the meeting you wish to appear. Completed forms are to be submitted to the Clerks Department and can be dropped off or emailed to [mciuffetelli@wainfleet.ca](mailto:mciuffetelli@wainfleet.ca)

If you are speaking to an item listed on the agenda, the deadline for submission is 12:00 p.m. on the day of the scheduled meeting.

<b>Name:</b> Ben Berg Farm & Industrial Equipment Ltd.	
<b>Address:</b> 42134 Hwy 3, Wainfleet, ON L0S 1V0	
<b>Telephone:</b> 905-380-4953	<b>E-mail:</b> brandonberg@benberg.com

**Date of Meeting:** January 5, 2021

<b>Subject Matter to be Discussed:</b>	Site plan requirements for proposed new facility for Ben Berg Farm & Industrial Equipment Ltd. - specifically the archaeological assessment
<b>Action Requested:</b>	Exemption from archaeological assessment by motion of council

**Have you previously spoken on this issue?**

Yes ☐ No ☒

If an individual has previously appeared as a delegation, a further delegation from the same individual on the same topic will not be permitted, unless there is significant new information to be brought forward.

**Do you have material for distribution at the meeting?**

Yes ☒ No ☐

If yes, specify:

**To be supplied before the deadline**

**Do you have a copy of your notes/presentation to attach?**

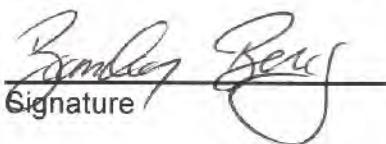
Yes ☐ No ☒

If yes, specify:

**To be supplied before the deadline**

Delegations are required to provide the Clerk's Department presentation materials for publication in Council's agenda package.

☒ I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments, will become public documents and listed on Township meeting agendas and posted to the Township's website.

  
Signature

12/14/2020  
Date

# BEN BERG FARM & INDUSTRIAL EQUIPMENT LTD.

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**Request of Council**



# Introduction

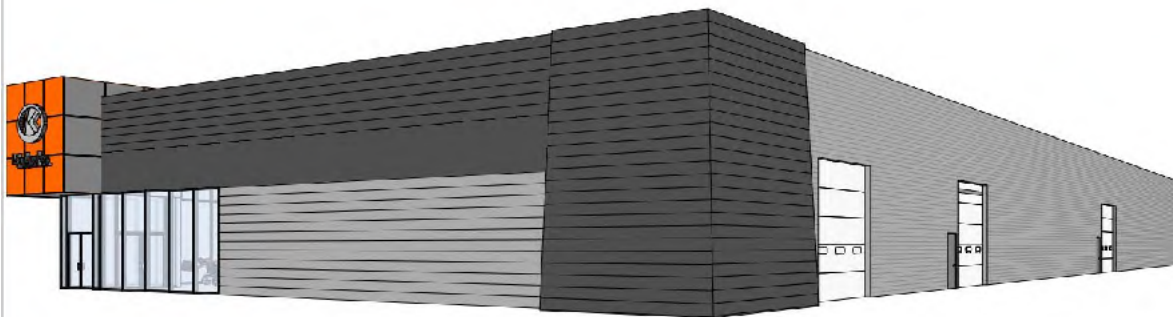


Berg Garage 1952



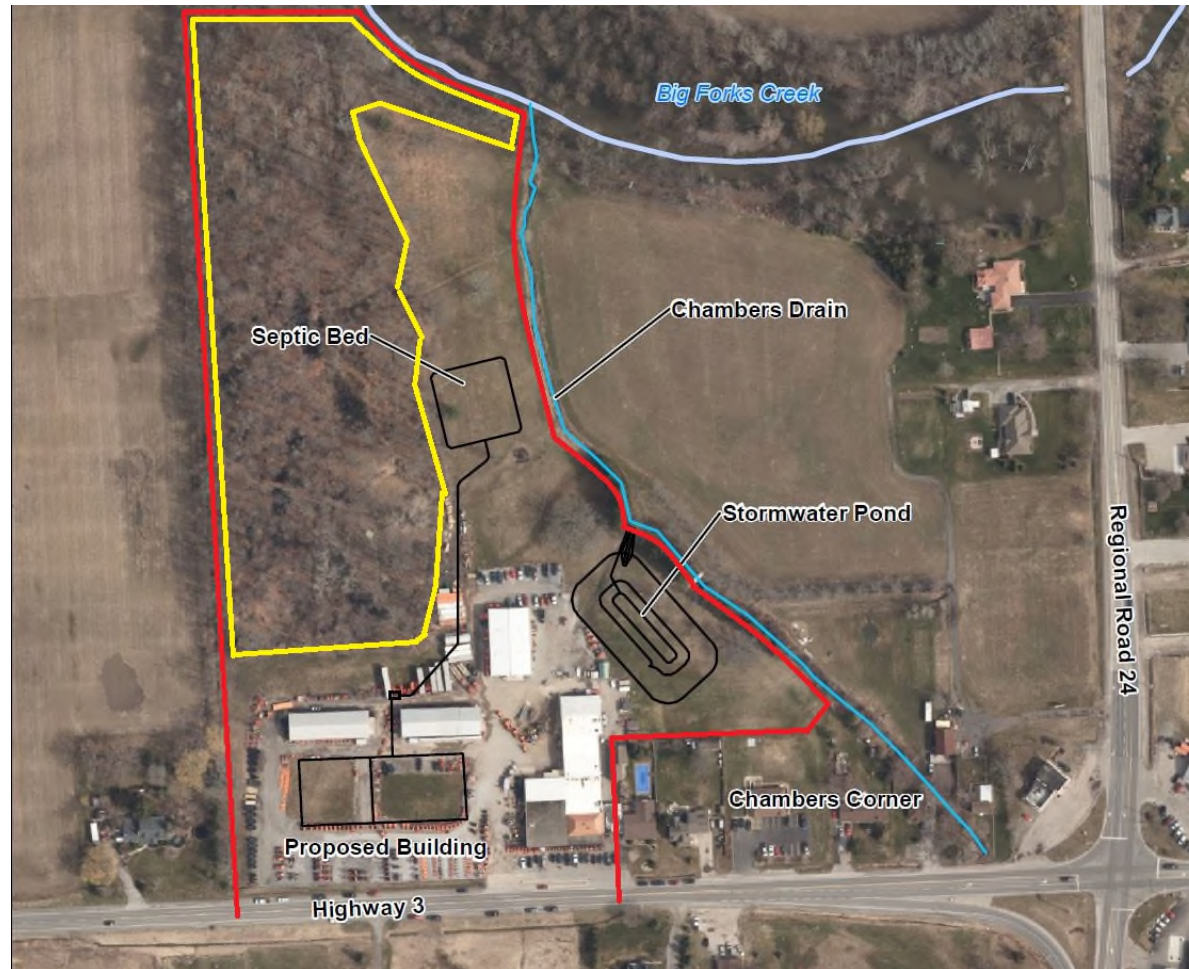
Ben Berg Farm & Industrial  
Equipment Ltd. 2020

# Proposed Project





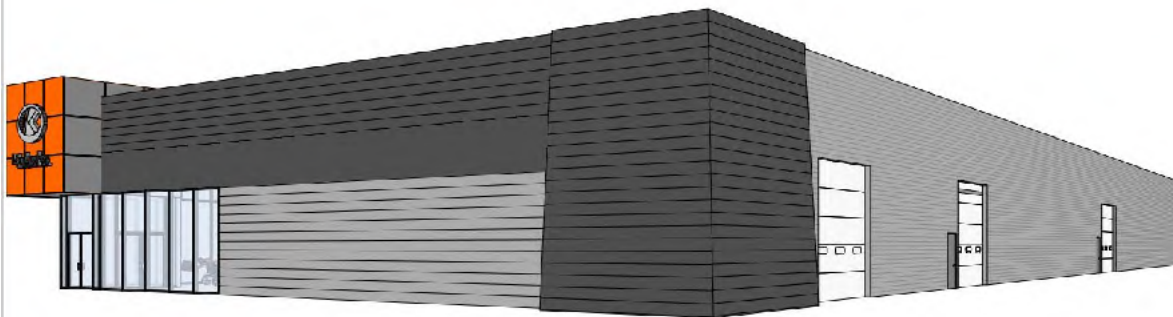
# Main Issue



# Site Plan Exemption Examples



# Conclusion







**TOWNSHIP OF WAINFLEET**  
**DELEGATION REQUEST FORM**

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If you are speaking to an item listed on the agenda, the deadline for submission is 12:00 p.m. on the day of the scheduled meeting.

<b>Name:</b> Barry Diamond, Chair, Crime Stoppers of Niagara	
<b>Address:</b> 2-198 Cushman Rd, St Catharines	
<b>Telephone:</b> 9053563837	<b>E-mail:</b> barrydiamond@cogeco.ca

**Date of Meeting:** Jan 5, 2021 \_\_\_\_\_

<b>Subject Matter to be Discussed:</b>	Crime Stoppers month, January, 2021
<b>Action Requested:</b>	

**Have you previously spoken on this issue?**

Yes ☐ No ☒

If an individual has previously appeared as a delegation, a further delegation from the same individual on the same topic will not be permitted, unless there is significant new information to be brought forward.

**Do you have material for distribution at the meeting?**

Yes ☐ No ☒

If yes, specify:

**Do you have a copy of your notes/presentation to attach?** Yes ☒ No ☐

If yes, specify:

**Notes**

Delegations are required to provide the Clerk's Department presentation materials for publication in Council's agenda package.

☒ I have read and understand the Delegation Protocol attached to this form and understand that the information contained on this form, including any attachments, will become public documents and listed on Township meeting agendas and posted to the Township's website.

  
\_\_\_\_\_  
Signature

Jan 4, 2021

\_\_\_\_\_  
Date



**TO:** Mayor Gibson & Members of Council

**FROM:** William Kolasa, Chief Administrative Officer

**DATE OF MEETING:** January 5, 2021

**SUBJECT:** COVID-19 Impact Report

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**RECOMMENDATION(S):**

**THAT** Administrative Staff Report ASR-001/2021 respecting COVID-19 Impact Report be received as information.

**EXECUTIVE SUMMARY:**

The Township of Wainfleet continues to operate under a formally declared state of emergency due to the worldwide COVID-19 Pandemic (as does the Region of Niagara). While the Provincial Emergency declaration is now expired and revoked as of July 24, 2020; most Emergency Orders originally issued by the Province of Ontario continue in force and effect for the time being.

The Township continues to monitor the COVID-19 situation and guide development of appropriate responses to ensure the safety of the community and staff while providing for continuity of municipal services.

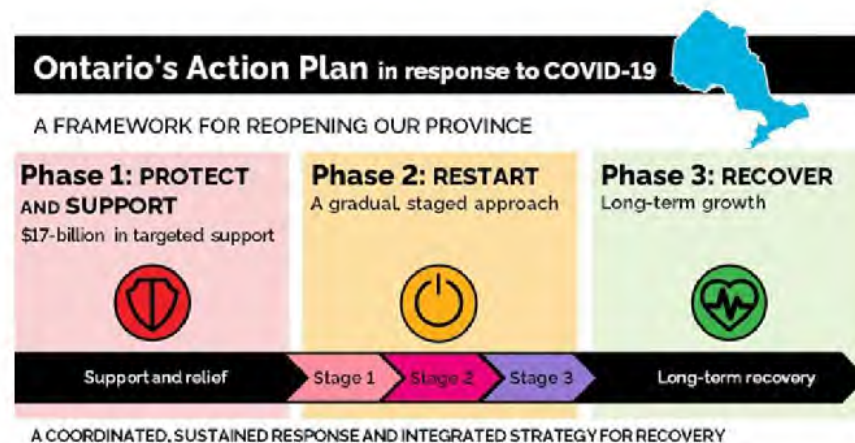
**BACKGROUND:**

On April 3, 2020, the Township of Wainfleet along with Niagara Region and its 11 other local area municipalities jointly declared a State of Emergency under the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E9. The declaration provides the municipality with all options available under the Act to protect the health and safety of its residents.

Prior to the emergency declaration, the Township's Emergency Operations Centre (EOC) had been in partial activation since March 13, 2020. The Emergency Control Group (ECG) has been meeting regularly since March (daily at first, then on a 48-hour cycle, then a twice-weekly cycle and now a weekly cycle) to monitor the evolving COVID-19 situation at the federal, provincial and regional levels and the related impacts on the municipality. Most recently, the ECG has further scaled back its operations as we continue through this recovery phase – with only key command staff and section chiefs attending the regular weekly meetings, instead of the full ECG complement.

By early June, the Province entered Stage 1 of Phase 2 of the Province's framework for reopening (restart). On June 15, 2020, the Province announced that Niagara Region would be eligible to advance to Stage 2 of Phase 2. And, on July 20, 2020, the Province

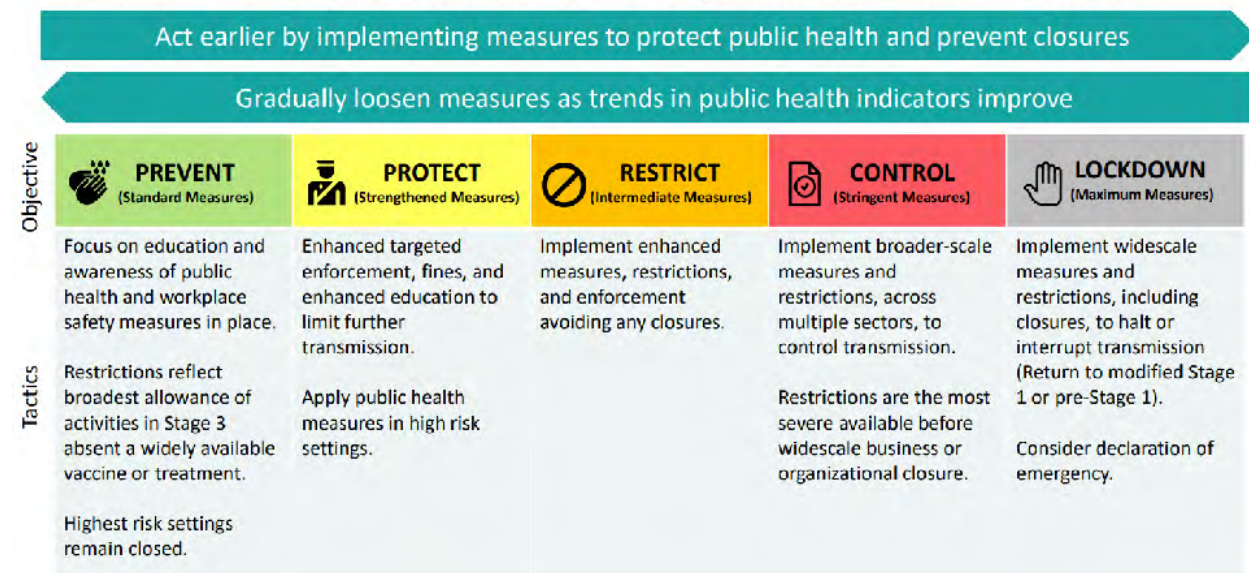
announced that it would allow Niagara Region to advance into Stage 3 of Phase 2 of the Ontario's Action Plan towards recovery effective July 24, 2020.



In keeping with the gradual approach to reopening Ontario, the Province continues to monitor key public health indicators and as a result of a continuing spike in confirmed COVID cases the Province has initiated a roll back of certain regulations in order to address the current “second wave” facing the Province.

To that end, on November 3, 2020, the Province instituted a 5 phase framework as part of a comprehensive response to a second wave of the coronavirus in an effort to keep Ontario safe and open.






### Framework: Adjusting and Tightening Public Health Measures



While the goal of the framework is to have every public health union region in the Province at the Green/Prevent level, the framework is designed to “stack” or “ladder up or down” depending upon how indicators and trends are occurring locally. If trends are improving, control measures are dropped cautiously, level by level, to attempt to ensure

there are no significant community or public health impacts with the rollback of measures.

The Township's Emergency Control Group has developed a corresponding table demonstrating the Township's own response to the various provincially established phases.

<b>Township of Wainfleet COVID-19 Response Framework</b>				
 <b>PREVENT</b>	 <b>PROTECT</b>	 <b>RESTRICT</b>	 <b>CONTROL</b>	 <b>LOCKDOWN</b>
<ul style="list-style-type: none"> <li>• Masks required in public areas per O. Reg.</li> <li>• No masks required in communal office spaces</li> <li>• Office open to the public</li> <li>• Office fully staffed (no split shifts)</li> <li>• No office staffing restrictions</li> </ul>	<ul style="list-style-type: none"> <li>• Masks required in public facing areas</li> <li>• No masks required in communal office spaces (Where physical distancing can be maintained)</li> <li>• Office open by appointment only</li> <li>• Office operating on split shifts</li> <li>• No office staffing restrictions</li> </ul>	<ul style="list-style-type: none"> <li>• Masks required in public facing areas</li> <li>• Masks required in communal office spaces</li> <li>• Essential office appointments only</li> <li>• Office operating split shifts</li> <li>• Office staffing restricted (Staff may enter if required after hours during remote week)</li> </ul>	<ul style="list-style-type: none"> <li>• Masks required in public facing areas</li> <li>• Masks required in communal office spaces</li> <li>• Office closed to the public</li> <li>• Office operating split shifts</li> <li>• Office staffing restricted (Staff may enter if required after hours during remote week with CAO consent)</li> </ul>	<ul style="list-style-type: none"> <li>• Masks required in public facing areas</li> <li>• Masks required in communal office spaces</li> <li>• Office closed to the public</li> <li>• Office operating split shifts</li> <li>• Office staffing restricted (Staff may NOT enter office during remote week)</li> </ul>

Throughout this entire exercise, the Township's ECG has continued meeting and has undertaken planning and decision-making guided by four key objectives:

1. To focus on recovery, while continuing to provide essential municipal services.
2. To ensure the health, safety and security of the public and staff during the pandemic and through the recovery process.
3. To continue to be able to support Niagara Health, Public Health, Niagara Region and our other partners.
4. To ensure the Township remains in a financially sustainable condition during this pandemic emergency.

The most current Niagara Region COVID-19 statistical information is updated daily on Niagara Region's website: <https://www.niagararegion.ca/health/covid-19/statistics/cases.aspx>

**OPTIONS/DISCUSSION:****Niagara Region/Wainfleet COVID-19 Status**

Effective Monday November 16, 2020, Niagara Region was placed in the Province's Orange/Restrict category of COVID response.

On Friday December 18, 2020, the Province of Ontario advised that Niagara Region COVID-19 indicators warranted the escalation of the Region from the Orange/Restrict Category to the Red/Control Category effective Monday December 21, 2020.

Subsequently, on Monday December 21, 2020, the Premier announced that the entire Province of Ontario would enter the Grey/Lockdown Category effective December 26, 2020. The Grey/Lockdown phase was announced to continue for a period of at least 28 days – until January 23, 2021 (and subject to further review/extension by the Province, should circumstances warrant).

The rationale for the decision to proceed with the Province-wide lockdown included:

- Based on the latest modelling data, cases are expected to continue to grow, with multiple models predicting rates of at least 1,500 cases per day for several weeks under current restrictions. Daily mortality is also increasing
- There has been a significant reduction in people staying home, especially when compared to the Spring of 2020. Patterns also continue to show trends of people moving across public health unit regions.
- Escalating case counts have led to increasing hospitalization rates and capacity challenges in many large urban hospitals, which has resulted in new disruptions to scheduled surgeries and procedures
- Hospitalizations have increased by 74% over the past four weeks (leading up to the December 21 announcement) and the number of COVID-19 patients in ICU is above the 150-person threshold.
- Some hospitals have been directed to defer in-person care that is not time-sensitive to ensure surge capacity.
- Public health and other experts have expressed significant concerns that the current transmission trends, combined with the potential high levels of mobility from social and consumer activity over the holiday period, could overwhelm health care and public health sector capacity in the new year.
- A province-wide shutdown will help interrupt or slow current community transmission, reduce mobility and allow our health care and public health systems that are reaching critical limits and to recover briefly and catch-up.

**Wainfleet Response Framework**

Application of the Township's COVID-19 Response Framework to the Provincially-directed categories has guided the Township's response to the evolving COVID directives.

Essential Township services will continue to be provided, uninterrupted, under both the Red/Control and Grey/Lockdown phases as outlined in our previously-established framework. This includes both Operations Department “outside” work as well as Township Administrative Services (however, under the Grey/Lockdown phase, the office will remain closed to the public – all services will continue to be provided to the public via remote means).

### Arena

Township Arena operations, however, have been significantly impacted by the escalation of COVID-19 precautions from Orange to Red to Grey.

Initially, Township staff worked closely with community groups utilizing the arena to reorient operations to comply with Provincial rules regarding facility use and operations in the original move from Orange to Red (as outlined in [Ontario Regulation 263/20](#)). Revisions required in the Red/Control category included a reduction in the number of potential participants on the ice at any time, greater restrictions regarding the type of activities (particularly team sports) that can occur on ice, a prohibition on spectators and a corresponding operational requirement to adjust operating times/frequencies.

The subsequent move from Red/Control to Grey/Lockdown will require the arena to close to the public completely. At this time, staff are continuing to liaise with facility users to gauge the post-lockdown intentions of the groups. It should be noted that the Township does incur costs to maintain the ice surface, even when it is not being actively utilized and staff will be in a position to present additional information regarding potential arena operations cost containment measures at the January 5, 2021, meeting of Council.

### Wainfleet Public Library

The Wainfleet Public Library is also being significantly affected by the Provincial Grey/Lockdown order with the library reverting to a curbside operations only for the remainder of the lockdown.

### Investing in Canada Infrastructure Program – COVID-19 Resilience Stream

As detailed in previous reports, the Township of Wainfleet received notification from the Ontario Ministry of Infrastructure that it has been allocated \$100,000 in funding through the COVID-19 Resilience Stream under the Investing in Canada Infrastructure Program.

A funding application meeting the Province’s strict funding criteria was submitted by the Township on December 18, 2020 for rehabilitation of the roof at Town Hall, which was identified as requiring attention in previous budget deliberations. It is hoped that we will receive positive consideration of our application in a reasonable timeframe.



### Ontario Releases Ethical Framework for COVID-19 Vaccine Distribution

With the advent of at least two approved COVID-19 vaccines in Canada, the Ontario Government has released an ethical framework for vaccine distribution to guide the prioritization and distribution across the Province. The framework is built upon the following principles:

- Minimize harms and maximize benefits, to reduce overall illness and death related to COVID-19, protect those at greatest risk of serious illness and death due to biological, social, geographical and occupational factors, protect critical infrastructure, and promote social and economic well-being;
- Equity in the distribution of vaccines without bias or discrimination, to reduce disparities in illness and death related to COVID-19, and ensuring benefits for groups experiencing greater burdens from the COVID-19 pandemic;
- Fairness, to ensure that every individual within equally prioritized groups has the same opportunity to be vaccinated, and to ensure inclusive, consistent processes that are tailored to unique needs of Ontario's many and varied communities when making decisions about vaccine prioritization;
- Transparency, to ensure the principles and rationale, decision-making processes and plans for COVID-19 prioritization are clear, understandable and communicated to the public;
- Legitimacy, making decisions based on the best available scientific evidence, shared values and input from affected parties including those historically underrepresented, to ensure decisions have the intended impact, and to include participation of affected parties in the creation and review of decisions and decision-making processes; and
- Public trust, to ensure decisions and decision-making processes are informed by these principles to advance confidence and trust in Ontario's COVID-19 immunization program.

A copy of the full framework is attached as an Appendix to this report. In addition, the Province has launched a new webpage (<https://covid-19.ontario.ca/covid-19-vaccines-ontario>) detailing the province's three-phase immunization program, information on COVID-19 vaccines, safety measures and approval standards, as well as daily updates on the number of Ontarians vaccinated.

As part of the potential roll-out of vaccines in Niagara, the Township has been liaising and working with Niagara Region Public Health to provide Township assistance and support in any local distribution effort.

### Conclusion

The COVID-19 pandemic continues to pose a real threat to the community as well as the Township's ability to provide services in the same manner as historically delivered. Although the levels of cases of COVID-19 have continued to decrease regionally (with occasional spikes), the threat remains serious and the Township must remain vigilant

throughout the recovery phases so that we are able to continue to provide essential services that our residents expect.

The Emergency Control Group continues to meet weekly to monitor and respond to the pandemic with prepared business continuity plans and has been diligently planning for potential future developments. The ECG continues to be dedicated to the safety of staff and the community, while ensuring essential services continue to be delivered without interruption and focusing on business continuity and re-opening the Township in the safest manner possible.

**FINANCIAL CONSIDERATIONS:**

- None.

**OTHERS CONSULTED:**

- 1) Emergency Control Group

**ATTACHMENTS:**

- Province of Ontario Ethical Framework for COVID-19 Vaccine Distribution

Respectfully submitted and approved by,

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William J. Kolasa  
Chief Administrative Officer

# Ethical Framework for COVID-19 Vaccine Distribution

- Using the ethical principles outlined below to guide COVID-19 vaccine prioritization and distribution decisions and decision-making processes is critical for ethical and effective distribution and will help to promote consistency, stewardship, accountability, and public trust.
- Appreciating that the application of the following principles will to an extent be context-dependent and that other values and principles may be relevant to decision-making, this framework should serve as a guide and be adapted where appropriate.
- All levels of government have a legal obligation to take preventative steps to stop the spread of COVID-19 and treat people without discrimination. Vaccine distribution and prioritization decisions must comply with existing human rights protections and take additional steps necessary to prevent and treat COVID-19 among vulnerable groups. This Ethical Framework therefore should be read in conjunction with the Ontario Human Rights Commission’s [Policy statement on a human rights-based approach to managing the COVID-19 pandemic](#).

<b>Minimize harms and maximize benefits</b> <ul style="list-style-type: none"><li>• Reduce overall illness and death related to COVID-19</li><li>• Protect those at greatest risk of serious illness and death due to biological, social, geographical, and occupational factors</li><li>• Protect critical infrastructure</li><li>• Promote social and economic well-being</li></ul>	<b>Equity</b> <ul style="list-style-type: none"><li>• Respect the equal moral status and human rights of all individuals</li><li>• Distribute vaccines without stigma, bias, or discrimination<sup>1</sup></li><li>• Do not create, and actively work to reduce, disparities in illness and death related to COVID-19, including disparities in the social determinants of health linked to risk of illness and death related to COVID-19<sup>2</sup></li><li>• Ensure benefits for groups experiencing greater burdens from the COVID-19 pandemic</li></ul>	<b>Fairness</b> <ul style="list-style-type: none"><li>• Ensure that every individual within an equally prioritized group (and for whom vaccines have been found safe and effective) has an equal opportunity to be vaccinated</li><li>• Ensure jurisdictional ambiguity does not interfere with vaccine distribution (e.g., Jordan’s Principle)<sup>3</sup></li><li>• Ensure inclusive, consistent, and culturally safe and appropriate processes of decision-making, implementation, and communications</li></ul>	<b>Transparency</b> <ul style="list-style-type: none"><li>• Ensure the underlying principles and rationale, decision-making processes, and plans for COVID-19 vaccine prioritization and distribution are clear, understandable, and communicated publicly</li></ul>	<b>Legitimacy</b> <ul style="list-style-type: none"><li>• Make decisions based on the best available scientific evidence, shared values, and input from affected parties, including those historically under-represented</li><li>• Account for feasibility and viability to better ensure decisions have intended impact</li><li>• To the extent possible given the urgency of vaccine distribution, facilitate the participation of affected parties in the creation and review of decisions and decision-making processes</li></ul>
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←

**Public Trust**

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Ensure decisions and decision-making processes are informed by the above principles to advance relationships of social cohesion and enhance confidence and trust in Ontario’s COVID-19 immunization program

Notes:

1. See Ontario’s [Human Rights Code](#) and specifically Part 1 for *Code*-protected groups
2. Consider applying the Ministry of Health’s [Health Equity Impact Assessment](#) decision support tool to identify potential health equity impacts
3. See [Jordan's Principle](#)



## DRAINAGE STAFF REPORT

DSR-001/2021

**TO:** Mayor Gibson & Members of Council  
**FROM:** Mark Jemison, Drainage Superintendent  
**DATE OF MEETING:** January 5, 2020  
**SUBJECT:** Indian Creek Drain Report

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### **RECOMMENDATION(S):**

**THAT** DSR-001-2021 be received;

**AND THAT** staff be directed to advance the Indian Creek Drain Engineer's Report to that of the Meeting to Consider on January 26, 2021 as per Section 41, Chapter D.17 of the *Drainage Act R.S.O. 1990*.

### **ALIGNMENT WITH THE STRATEGIC PLAN:**

The Township of Wainfleet has identified Economic Development and Community Stewardship as components of their Strategic Plan. This report and its recommendations align with these objectives. Maintaining and improving the extensive network of Municipal Drains in the Township of Wainfleet is vital to the sustainability of the agricultural business sector and ensures that the over 250km of drainage infrastructure in the Township continues to provide a high level of service to the landowners

### **EXECUTIVE SUMMARY:**

On March 26, 2019 Council appointed Dietrich Engineering Limited to prepare a report under Section 78 of the *Drainage Act* to address improvements to the Indian Creek Municipal Drain. The onsite meeting was held August 15, 2019 and an information meeting on October 6, 2020.

The purpose of this report is to provide Council with an update on the Engineer's Report and requisite actions pertaining to the Meeting to Consider.

### **BACKGROUND:**

The Indian Creek Drain was constructed as per an engineering report under Blake Erwin in 1949. Indian Creek starts in the area of Concession 6 near Dochstader Road flowing north easterly, outletting into the Little Forks Drain east of Henderson Road.

Through Resolution C-080-2019 Council appointed Dietrich Engineering Limited to complete a report under Section 78 of the Drainage Act.

The onsite meeting was held August 15, 2019 and an information meeting to review the proposed design, costs and assessments was held October 6, 2020. Additional meetings and communications with landowners occurred throughout the project period.

The new Engineer's Report indicates a total estimated cost of \$249,700 for the construction of the Indian Creek Municipal Drain including the engineering, administration, interest and HST.

The report was filed with the Township on December 8, 2020. The Meeting to Consider provides property owners an opportunity to ask questions of the Engineer or express any concerns over the Engineer's Report related to design or any gross errors.

#### **OPTIONS/DISCUSSION:**

1. Staff be directed to advance the Indian Creek Drain Engineer's Report to that of the Meeting to Consider on January 26, 2021 as per Section 41, Chapter D.17 of the *Drainage Act R.S.O. 1990*. (Recommended)
2. Staff be directed to notify involved parties that the Township intends to proceed with the drainage works, and that the Meeting to Consider will be scheduled at a future date to allow for in person participation (not recommended).
3. Do not move forward with the Engineer's Report, Township responsible for all engineering costs to date (not recommended).

#### **FINANCIAL CONSIDERATIONS:**

The Township will be required to carry the costs of the project until the report is completed and the costs are allocated to the appropriate property owners in accordance with the Drainage Act.

Final actual costs to the Township will only be those assessed to the roads and lands of the Township identified in the report for any maintenance or improvements completed on the drain as outlined in the Section 78 report. A Section 78 engineering report is 100% billable and eligible for grant from OMAFRA. Final costs to the Township would only be those assessed to the roads and lands of the Township which are identified in the report, as per the Drainage Act R.S.O. 1990.

#### **OTHERS CONSULTED:**

- 1) SLT

#### **ATTACHMENTS:**

1. Indian Creek Drain Engineer's Report
2. Section 78 Flow Chart

Respectfully submitted by,

Reviewed by:

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Mark Jemison  
Drainage Superintendent

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Richard Nan  
Manager of Operations

Approved by,

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William Kolasa  
Chief Administrative Officer

## **APPENDIX “A”**

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**Indian Creek Municipal Drain 2020**  
**Township of Wainfleet**



Reference No. 1861

November 27, 2020



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### Specification for Construction of Municipal Drainage Works

DIVISION A – General Conditions

DIVISION B – Specification for Open Drains

DIVISION H – Special Provisions

### Appendix A – Fisheries & Oceans Canada Letter of Advice

Kitchener, Ontario

November 27, 2020

**Indian Creek Municipal Drain 2020  
Township of Wainfleet**

To the Mayor and Council  
of the Township of Wainfleet

Members of Council:

## **1.0 Introduction**

We are pleased to present our report on the “Indian Creek Municipal Drain 2020”, serving the following Lots and Concessions in the Township of Wainfleet, Regional Municipality of Niagara:

Parts of Lots 33 to 37, Concession 6, and  
Parts of Lots 32 to 38, Concession 7.

The attached Plans, Profile, Cross Sections and Details, Drawing Numbers 1 to 5 Reference No. 1861, Specifications, and the Instructions to Tenderers form part of this report. They show and describe in detail the location and extent of the work to be completed and the lands which are affected.

## **2.0 Authorization**

Authority to prepare this report was obtained by a resolution of the Township of Wainfleet Council at its March 26, 2019 meeting to appoint Dietrich Engineering Limited to prepare an Engineer’s Report.

In accordance with your instructions pursuant to a request received by Council under Section 78 of the Drainage Act, R.S.O. 1990, we have made an examination and survey of the affected area and submit herewith our Report which includes Plans, Profiles and Specifications for this work.

## **3.0 History**

### **3.1 Indian Creek Municipal Drain (1915)**

The Indian Creek Municipal Drain was originally constructed under the authority of a report prepared by L.A. Kinnear, O.L.S. dated October 19, 1915. This report provided for the excavation of 2,840 metres of open ditch.

### **3.2 Indian Creek Municipal Drain (1949)**

The Indian Creek Municipal Drain was later reconstructed under the authority of a report prepared by R. Blake Erwin, O.L.S., dated September 5, 1949. This report deepened, and widened the existing drain, and did not provide for the construction of any crossings.

## 4.0 On-Site Meeting

In accordance with Section 9(1) of the Drainage Act, R.S.O. 1990, an on-site meeting was held on August 15, 2019. The place of meeting was at the Wainfleet Firefighters Memorial Community Hall, in Wainfleet. Persons in attendance were:

Stephen Brickman, P.Eng.	Dietrich Engineering Limited
Greg Nancekivell, C.E.T.	Dietrich Engineering Limited
Mark Jemison	Drainage Superintendent, Township of Wainfleet
Richard Nan	Manager of Operations, Township of Wainfleet

Landowners:

Ron Gill	Yvonne Hessels	Ken Traver
Richard Anderson	Ted Hessels	Karl Coverdale
Cindy Anderson	Rick Dobrucki	

## 5.0 Information Meeting

An information meeting was held on October 6, 2020 at the Wainfleet Firefighters Memorial Community Hall. Due to the COVID-19 pandemic, the Township made additional arrangements for alternative participation using a live video conferencing platform. Persons in attendance were:

Stephen Brickman, P.Eng.	Dietrich Engineering Limited
Greg Nancekivell, C.E.T.	Dietrich Engineering Limited
Mark Jemison	Drainage Superintendent, Township of Wainfleet
Richard Nan	Manager of Operations, Township of Wainfleet
Amber Dashwood	Administration Assistant to the Mayor & CAO, Township of Wainfleet
Kevin Gibson	Mayor, Township of Wainfleet

Landowners:

Andrew Henderson (Representing Donald Henderson's estate)	Rick Dubrucki	
Mike Kicul	Shawn Schutten	Richard Anderson
Lori Mann		

The information provided proposed upgrading the Indian Creek Municipal Drain from Lot 36, Concession 6 to the outlet into the Little Forks Creek in Lot 33, Concession 7, Township of Wainfleet, as well as the abandonment of the upper portion of the Indian Creek Drain upstream of Sta. 2+248. This meeting provided a review of the design of the proposed drainage system, the estimated costs of the project and proposed assessments.

## 6.0 Findings

We have made an examination of the drainage area and have found the following:

1. The existing Indian Creek Municipal Drain is in a poor state of repair and is not of sufficient depth to drain the surrounding and upstream lands within the watershed at today's standards of drainage.
2. Large portions of the Indian Creek Drain have grown up with brush and woody vegetation.
3. In some locations, the existing drain lacks definition and fails to properly contain flows.



4. The wooded area on the David Mann property (Roll No. 12-229-15) is a wetland according to the Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas. The Indian Creek Drain has an alignment through the wooded area.
5. The crossing on the David Mann property (Roll No. 12-229) is in a poor state of repair and is not of sufficient capacity nor depth to convey flows at today's standards of drainage.
6. The road crossings are not of sufficient capacity nor depth to convey flows at today's standards of drainage. Additionally, some road crossings are not of sufficient length, and are in poor condition.
7. The portion of the Indian Creek Drain (1949) upstream of Sta. 2+248 has been altered from the design in the 1949 report.
8. The watershed included in the Indian Creek Drain report from 1949 conflicts with current topographic data.
9. The current maintenance schedule for the Indian Creek Drain is out of date and unfair.
10. The outlet for this drain is the Little Forks Creek.

## **7.0 Recommendations**

It is our recommendation that:

1. 2,121 metres of the existing open ditch be deepened from Lot 36, Concession 6 to the outlet into the Little Forks Creek in Lot 33, Concession 7.
2. Construction activities in the wooded area.
3. and on the David Mann property (Roll No. 12-229-15) do not negatively impact the features of the wetland.
4. The private crossing on the David Mann property (Roll No. 12-229), and all three existing road crossings be removed and replaced.
5. The design standard used for the private crossing is a 10-Year rainfall event, and 25-Year rainfall events for the road crossings.
6. The portion of the Indian Creek Drain (1949) from Sta. 2+248, to the upper end of the drain constructed under the authority of the report prepared by R. Blake Erwin, O.L.S., dated September 5, 1949, be abandoned.
7. The Minutes of Settlement dated February 5, 2019 continue to apply.
8. The watershed be updated based on current topographic data.
9. New maintenance schedules be prepared to reflect the corrected watershed, and the new crossing on the David Mann property (Roll No. 12-229).
10. This new drainage system shall be known as the "Indian Creek Municipal Drain 2020".

## 8.0 Environmental Considerations

The Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas indicates that the Department of Fisheries and Oceans (DFO) has classified this drain as an 'F' Drain. Drain Classification F indicates an intermittently flowing system which is dry for significant periods of the year. Regardless, a review of the works proposed in this report was required by DFO to assess if an authorization is necessary. DFO provided correspondence dated July 13, 2020 which provided recommendations to avoid and mitigate the potential for prohibited effects to fish and fish habitat. Their correspondence states the following:

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

The Niagara Peninsula Conservation Authority (NPCA) has been provided with details of the proposed work. The NPCA provided correspondence which stated:

*"Generally, we [the NPCA] don't have any significant concerns with updating existing municipal drains"*

## 9.0 Summary of Proposed Works

The proposed work consists of:

1. Approximately 2,121 metres of open ditch excavation; and
2. The installation of one farm lane crossing and three road crossings.

## 10.0 Working Area and Access

Access to the working area will be from Township roads, where the drain crosses the road. Each landowner on whose property the drainage work is to be constructed shall designate the working side of the drain. Access has been designated on the plans included in the attached drawing set for the David Mann property (Roll No. 12-229), where the Indian Creek Drain does not cross a road.

The working area shall be an average width of 10 metres for construction and maintenance purposes on the side of the drain where the excavated material is to be placed and levelled.

## 11.0 Watershed and Soils Characteristics

The watershed was established through analysis of tile drainage maps, previous engineers' reports, field investigations, surveys, and data analysis of the Southwestern Ontario Orthophotographic Project (SWOOP).

The Drainage Area is comprised of approximately 238.5 hectares. Land use within the watershed is primarily agricultural.

The Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas describes the soil types within the watershed and along the route of the drain as mainly loam with some silt.

## 12.0 Allowances

In accordance with Sections 29 and 30 of the Drainage Act, R.S.O. 1990, we have calculated Allowances payable to Landowners using the following methodology.

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

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

Land Use	Land Value
Agricultural	\$40,000/Ha
Existing Watercourse	\$10,000/Ha
Wooded	\$18,000/Ha

Allowances for Right-of-Way were not provided in the previous Engineers' Reports, which authorized the construction of the existing Indian Creek Municipal Drain.

The allowances for Right-of-Way under Section 29 of the Drainage Act, R.S.O. 1990 were calculated based on 100% of the land value for the average proposed top width of the new open ditch plus a ten metre working width for future maintenance purposes based on 25% of the land value.

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

Allowances for Damages to Lands and Crops under Section 30 of the Drainage Act, R.S.O. 1990 were primarily calculated to compensate landowners for crop losses, bush losses and land damages due to the construction of the drain, including access to the working corridor.

We determined the allowances payable to Landowners entitled thereto as shown in Schedule A.

Total Allowances, under Sections 29 and 30 of the Drainage Act, R.S.O. 1990;

**Indian Creek Municipal Drain 2020: \$39,680**

## 13.0 Estimated Construction Costs

We have made an estimate of the cost of the proposed work based on labour, equipment and materials. A detailed description of the costs involved can be found in Schedule B of this report.

The total estimated construction costs for this project are as follows:

A) Total Estimated Construction Costs – Main Drain	\$ 130,700
B) Total Estimated Construction Costs – Provisional Items	\$ 7,000
<b>Total Estimated Construction Costs</b>	<b><u>\$ 137,700</u></b>

## 14.0 Summary of Estimated Project Costs

The total estimated project costs are as follows:

Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990 (Refer to Schedule A)	\$ 39,680
Total Estimated Construction Costs (Refer to Schedule B)	\$ 137,700
Meetings, survey, design, preparation of preliminary cost estimates, preparation of final drainage report, and consideration of report	\$ 42,500
Consultation with Environmental Agencies and permitting fees	\$ 2,500
Preparation of contract documents, contract administration, supervision, and inspection of construction	\$ 19,000
Contingencies, Interest and net H.S.T.	\$ 8,320
<b>TOTAL ESTIMATED PROJECT COSTS – INDIAN CREEK MUNICIPAL DRAIN 2020</b>	<b><u>\$ 249,700</u></b>

The estimated cost of the work in the Township of Wainfleet is \$249,700.

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

The above cost estimate does not include costs associated with defending the drainage report should appeals be filed with the Court of Revision, Drainage Tribunal and/or Drainage Referee.

## 15.0 Assessment

We assess the cost of this work against the lands and roads liable for assessment for benefit and outlet liability as shown in the annexed Schedule C - Assessment for Construction. We have determined that there is no injuring liability assessment involved.

### 15.1 Special Benefit Assessment (Section 24)

The benefit assessment to the David Mann property (Roll No. 12-229) for the new farm crossing has been assessed using Special Benefit, Section 24 of the Drainage Act. The Special Benefit Assessment shall be a proratable assessment.

### 15.2 Special Assessments (Section 26)

Whether or not the Township of Wainfleet elects to do the work on their property, Sta. 0+311 to Sta. 0+335, (Henderson Road), Sta. 1+319 to Sta. 1+342 (Gracey Road), and Sta. 2+160 to Sta. 2+180 (Concession Road 6) they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the roads as Special Assessments in addition to any benefit and outlet assessments. The Special Assessments shall be made up of the actual construction costs plus an allowance for administration costs.

## 16.0 Abandonment of Existing Municipal Drain

The portion of the Indian Creek Municipal Drain upstream of Sta. 2+248, constructed under the report of R. Blake Erwin, O.L.S., dated September 5, 1949, shall be abandoned and cease to be a municipal drain after the Indian Creek Municipal Drain 2020 is constructed. This report (2020) does not alter the terms of the Minutes of Settlement dated February 5, 2019.

## 17.0 Maintenance

After completion, this drain shall be maintained by the Township of Wainfleet at the expense of all the lands and roads assessed in the attached Schedule D - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act, except for those portions of the drain constructed within road right-of-ways. These portions of the drain shall be maintained at the expense of the road authority having jurisdiction over said road.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED



Stephen Brickman, P.Eng.

SB:sm





### Schedule A - Allowances

Lot or Part	Con.	Landowner	Roll No.	Right-of-Way (Section 29)	Damages to Lands and Crops (Section 30)	Total Allowances
<u>Township of Wainfleet</u>						
36	6	T. Hessels	12-181		\$500	\$500
33	7	D. Henderson	12-218	\$4,880	\$1,240	\$6,120
34	7	K. Oostyen	12-219	\$6,960	\$1,770	\$8,730
35	7	R. Traver	12-228	\$8,490	\$2,160	\$10,650
36	7	D. Mann	12-229	\$4,580	\$1,680	\$6,260
36	7	D. Mann	12-229-15	\$1,960	\$550	\$2,510
37	7	J. Hessels	12-253	\$3,910	\$1,000	\$4,910
<b>Total Allowances</b>						
<b>Indian Creek Municipal Drain 2020</b>				<b>\$30,780</b>	<b>\$8,900</b>	<b>\$39,680</b>

### Schedule B - Estimated Construction Costs

The estimated construction costs for the outlined proposed work below is as follows:

Description	Estimated Quantity	\$ / Unit	Total
<u>A) Main Drain</u>			
1 Clearing, brushing and mulching	l.s.		\$25,200.00
2 Open ditch excavation (approx. 2400m <sup>3</sup> ) (Sta. 0+060 to Sta. 2+248 less road crossings)	2,121 m	\$12.00	\$25,452.00
3 Levelling of excavated material	2,400 m <sup>3</sup>	\$3.50	\$8,400.00
4 Place stone rip-rap protection and geotextile filter material on side slopes (Henderson property) (Traver property)	30 m <sup>2</sup> 30 m <sup>2</sup>	\$70.00 \$70.00	\$2,100.00 \$2,100.00
5 Hand seed disturbed side slopes (approx. 3800m <sup>2</sup> )	l.s.		\$2,838.00
6 Supply 1 - 1200mm diameter, 2.0mm thickness corrugated steel pipe laneway culvert with Type II Aluminized Coating (68mm X 13mm corrugations)	10 m	\$340.00	\$3,400.00
Installation of 1200mm diameter laneway culvert at Sta. 1+717 complete with quarry stone rip-rap protection and geotextile filter material (30m <sup>2</sup> ) and including the removal of and offsite disposal of existing 900mm diameter culvert	l.s.		\$6,000.00
<b>Sub-Total</b>			<b>\$ 75,490.00</b>
7 Work to be done on the Township of Wainfleet Road Allowance, Henderson Road (Sta. 0+311 to Sta. 0+335)			
a) Supply 1 - 1800mm diameter, 2.8mm thickness corrugated steel pipe roadway culvert with Type II Aluminized Coating (125mm X 25mm corrugations)	16 m	\$745.00	\$11,920.00
Installation of 1800mm diameter roadway culvert at Sta. 0+324 complete with quarry stone rip-rap protection and geotextile filter material (50m <sup>2</sup> ) and including the removal of and offsite disposal of existing 1500mm diameter culvert	l.s.		\$10,000.00
<b>Sub-Total</b>			<b>\$21,920.00</b>

Description	Estimated Quantity	\$/Unit	Total
8 Work to be done on the Township of Wainfleet Road Allowance, Gracey Road (Sta. 1+319 to Sta. 1+342)			
a) Supply 1 - 1500mm diameter, 2.8mm thickness corrugated steel pipe roadway culvert with Type II Aluminized Coating (125mm X 25mm corrugations)	14 m	\$620.00	\$8,680.00
Installation of 1500mm diameter roadway culvert at Sta. 1+330 complete with quarry stone rip-rap protection and geotextile filter material (50m <sup>2</sup> ) and including the removal of and offsite disposal of existing 900mm diameter culvert	l.s.		\$9,000.00
<b>Sub-Total</b>			<b>\$17,680.00</b>
9 Work to be done on the Township of Wainfleet Road Allowance, Concession Road 6 (Sta. 2+160 to Sta. 2+180)			
a) Supply 1 - 900mm diameter, 2.8mm thickness corrugated steel pipe roadway culvert with Type II Aluminized Coating (68mm X 13mm corrugations)	14 m	\$365.00	\$5,110.00
Installation of 900mm diameter roadway culvert at Sta. 2+170 complete with quarry stone rip-rap protection and geotextile filter material (30m <sup>2</sup> ) and including the removal of and offsite disposal of existing 900mm diameter culvert	l.s.		\$8,000.00
b) Road restoration:			
Supply and placement of Granular 'B' - 300mm thickness	15 t	\$32.00	\$480.00
Supply and placement of Granular 'A' - 150mm thickness	8 t	\$65.00	\$520.00
Supply and placement of HL3 Asphalt - 60mm thickness	3 t	\$500.00	\$1,500.00
<b>Sub-Total</b>			<b>\$15,610.00</b>
<b>Total Estimated Construction Costs</b>			
<b>Indian Creek Municipal Drain - Main Drain</b>			<b>\$130,700.00</b>





Description	Estimated Quantity	\$/Unit	Total
<b>B) Provisional Items</b>			

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

1 Quarry stone rip-rap including geotextile filter material (Mirafi 180N or approved equivalent)	100 m <sup>2</sup>	\$	70.00	\$	7,000.00
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<b>Total Estimated Construction Costs Provisional Items</b>				<b>\$</b>	<b>7,000.00</b>
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<b>TOTAL ESTIMATED CONSTRUCTION COSTS INDIAN CREEK MUNICIPAL DRAIN 2020</b>				<b>\$</b>	<b>137,700.00</b>
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**Summary of Construction Costs**

A) Total Estimated Construction Costs - Main Drain	\$130,700.00
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B) Total Estimated Construction Costs - Provisional Items	<u>\$7,000.00</u>
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<b>TOTAL ESTIMATED CONSTRUCTION COSTS INDIAN CREEK MUNICIPAL DRAIN 2020</b>	<b>\$137,700.00</b>
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### Schedule C - Assessment For Construction

TOTAL ASSESSMENT												
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Special Assessment (Sec. 26)	Total Assess.	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Township of Wainfleet												
32 & 33	6	J. Hessels	12-152	0.5		\$34			\$34	\$11		\$23
* 33	6	M. Kicul	12-152-01	0.3		\$28			\$28			\$28
33	6	J. Mous	12-153	4.6		\$210			\$210	\$70		\$140
* 33	6	W. Henderson	12-153-05	0.3		\$31			\$31			\$31
34	6	N. Gill	12-169	5.7		\$339			\$339	\$113		\$226
34	6	K. Petterson	12-170	3.7		\$439			\$439	\$146		\$293
35	6	R. Anderson	12-171	0.1		\$14			\$14	\$5		\$9
36	6	T. Hessels	12-181	11.5	\$3,000	\$5,894			\$8,894	\$2,965	\$500	\$5,429
37	6	W. Dobrucki	12-182	20.0	\$3,000	\$10,288			\$13,288	\$4,429		\$8,859
* 37	6	R. Black	12-182-10	0.9		\$721			\$721			\$721
33	7	D. Henderson	12-218	37.0	\$11,000	\$1,466			\$12,466	\$4,155	\$6,120	\$2,191
34	7	K. Oostyen	12-219	32.8	\$20,000	\$3,147			\$23,147	\$7,716	\$8,730	\$6,701
34	7	D. & M. Boc	12-222	0.9		\$53			\$53	\$18		\$35
35	7	K. Traver	12-219-10	0.4		\$24			\$24	\$8		\$16
35	7	D. & L. Mann	12-227	3.4		\$559			\$559	\$186		\$373
35	7	R. Traver	12-228	34.5	\$22,800	\$5,923			\$28,723	\$9,574	\$10,650	\$8,499
36	7	D. Mann	12-229	15.9	\$12,500	\$5,379	\$6,600		\$24,479	\$8,160	\$6,260	\$10,059
36	7	D. Mann	12-229-15	18.9	\$9,200	\$4,330			\$13,530	\$4,510	\$2,510	\$6,510
37	7	J. Hessels	12-253	14.9	\$11,200	\$5,797			\$16,997	\$5,666	\$4,910	\$6,421
* 37	7	B. Collign	12-242	3.0		\$736			\$736			\$736
* 37	7	S. Amadio	12-243	4.1		\$932			\$932			\$932
* 37	7	S. Schutten	12-244	0.7		\$328			\$328			\$328
* 37	7	R. Smith	12-245	0.7		\$328			\$328			\$328



**Schedule C - Assessment For Construction**

TOTAL ASSESSMENT											
Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Benefit (Sec. 24)	Special Assessment (Sec. 26)	Total Assess.	Less 1/3 Gov't Grant	Net Assessment
* 37	7	J. Van Hengstum	12-246	0.2		\$101			\$101		\$101
* 37	7	D. Kiss	12-247	0.5		\$262			\$262		\$262
* 37	7	E. Boyes	12-249	0.8		\$402			\$402		\$402
* 37	7	C. Anderson	12-250	0.8		\$402			\$402		\$402
* 37	7	K. Coverdale	12-251	0.8		\$382			\$382		\$382
* 37	7	D. Sherwood	12-252	0.8		\$402			\$402		\$402
* 38	7	E. Arsenault	12-255	9.7		\$2,275			\$2,275		\$2,275
Total Assessment on Lands					\$92,700	\$51,226	\$6,600		\$150,526	\$47,732	\$39,680
Marr Road		Township of Wainfleet		1.1		\$521			\$521		\$521
Concession Road 6		Township of Wainfleet		4.0	\$9,900	\$3,607		\$19,870	\$33,377		\$33,377
Henderson Road		Township of Wainfleet		1.6	\$1,500	\$310		\$30,680	\$32,490		\$32,490
Gracey Road		Township of Wainfleet		1.7	\$5,000	\$1,270		\$24,640	\$30,910		\$30,910
Robertson Road		Township of Wainfleet		0.2		\$31			\$31		\$31
Dochstader Road		Township of Wainfleet		1.5		\$1,845			\$1,845		\$1,845
Total Assessment on Roads					\$16,400	\$7,584		\$75,190	\$99,174		\$99,174

**Total Assessment on Lands and Roads**

<b>Indian Creek Municipal Drain 2020</b>	<b>\$109,100</b>	<b>\$58,810</b>	<b>\$6,600</b>	<b>\$75,190</b>	<b>\$249,700</b>	<b>\$47,732</b>	<b>\$39,680</b>	<b>\$162,288</b>
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NOTES:

1. \* Denotes lands not eligible for ADIP grants.
2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
3. The NET ASSESSMENT is provided for information purposes only.

### Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
<b><u>Open Ditch</u></b>					
<u>Township of Wainfleet</u>					
32 & 33	6	J. Hessels	12-152	0.5	0.07%
* 33	6	M. Kicul	12-152-01	0.3	0.05%
33	6	J. Mous	12-153	4.6	0.40%
* 33	6	W. Henderson	12-153-05	0.3	0.06%
34	6	N. Gill	12-169	5.7	0.65%
34	6	K. Petterson	12-170	3.7	0.84%
35	6	R. Anderson	12-171	0.1	0.03%
36	6	T. Hessels	12-181	11.5	9.32%
37	6	W. Dobrucki	12-182	20.0	16.27%
* 37	6	R. Black	12-182-10	0.9	1.14%
33	7	D. Henderson	12-218	37.0	2.81%
34	7	K. Oostyen	12-219	32.8	6.02%
34	7	D. & M. Boc	12-222	0.9	0.10%
35	7	K. Traver	12-219-10	0.4	0.05%
35	7	D. & L. Mann	12-227	3.4	1.07%
35	7	R. Traver	12-228	34.5	11.34%
36	7	D. Mann	12-229	15.9	8.99%
36	7	D. Mann	12-229-15	18.9	8.29%
37	7	J. Hessels	12-253	14.9	8.93%
* 37	7	B. Colign	12-242	3.0	1.15%
* 37	7	S. Amadio	12-243	4.1	1.43%
* 37	7	S. Schutten	12-244	0.7	0.50%
* 37	7	R. Smith	12-245	0.7	0.50%
* 37	7	J. Van Hengstum	12-246	0.2	0.16%
* 37	7	D. Kiss	12-247	0.5	0.41%
* 37	7	E. Boyes	12-249	0.8	0.63%
* 37	7	C. Anderson	12-250	0.8	0.63%
* 37	7	K. Coverdale	12-251	0.8	0.60%
* 37	7	D. Sherwood	12-252	0.8	0.63%
* 38	7	E. Arsenault	12-255	9.7	3.52%
<b>Total Assessment on Lands</b>					<b>86.59%</b>



### Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
<b><u>Open Ditch</u></b>					
<u>Township of Wainfleet</u>					
Marr Road		Township of Wainfleet		1.1	0.99%
Concession Road 6		Township of Wainfleet		4.0	6.13%
Henderson Road		Township of Wainfleet		1.6	0.59%
Gracey Road		Township of Wainfleet		1.7	2.43%
Robertson Road		Township of Wainfleet		0.2	0.07%
Dochstader Road		Township of Wainfleet		1.5	3.20%
<b>Total Assessment on Roads</b>					<b>13.41%</b>
<b>Total Assessment on Lands and Roads</b>					
<b>Indian Creek Municipal Drain 2020 - Open Ditch</b>					<b>100.00%</b>

NOTES:

1. \* Denotes lands not eligible for ADIP grants.

### Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
<b><u>Mann Crossing (Roll No. 12-229) (Sta. 1+717)</u></b>					
<u>Township of Wainfleet</u>					
36	6	T. Hessels	12-181	11.5	7.78%
37	6	W. Dobrucki	12-182	20.0	13.58%
* 37	6	R. Black	12-182-10	0.9	0.97%
36	7	D. Mann	12-229	7.6	55.33%
37	7	J. Hessels	12-253	14.9	8.58%
* 37	7	B. Colign	12-242	3.0	1.02%
* 37	7	S. Amadio	12-243	4.1	1.41%
* 37	7	S. Schutten	12-244	0.7	0.49%
* 37	7	R. Smith	12-245	0.7	0.49%
* 37	7	J. Van Hengstum	12-246	0.2	0.14%
* 37	7	D. Kiss	12-247	0.5	0.36%
* 37	7	E. Boyes	12-249	0.8	0.55%
* 37	7	C. Anderson	12-250	0.8	0.55%
* 37	7	K. Coverdale	12-251	0.8	0.52%
* 37	7	D. Sherwood	12-252	0.8	0.55%
* 38	7	E. Arsenault	12-255	9.7	3.30%
<b>Total Assessment on Lands</b>					<b>95.6%</b>
Concession Road 6		Township of Wainfleet		1.1	3.08%
Dochstader Road		Township of Wainfleet		0.6	1.32%
<b>Total Assessment on Roads</b>					<b>4.4%</b>
<b>Total Assessment on Lands and Roads</b>					
<b>Indian Creek Municipal Drain 2020 - Mann Crossing (Roll No. 12-229) (Sta. 1+717)</b>					<b>100.0%</b>

NOTES:

1. \* Denotes lands not eligible for ADIP grants.

## **APPENDIX A**

**FISHERIES & OCEANS CANADA – LETTER OF ADVICE**



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

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

July 13 2020

*Your file    Votre référence*

*Our file                    Notre référence*  
**20-HCAA-00175**

Adam Hall  
Dietrich Engineering Limited  
10 Alpine Court  
Kitchener, Ontario  
N2E 2M7

**Subject: Drain Excavation, Indian Creek Drain, Class F, Wainfleet, ON (20-HCAA-00175) – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat**

Dear Adam Hall:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on February 12 2020. We understand that you propose to:

- Excavate 2200m of a Class F drain, digging below the existing design grade;
- Remove 4 existing structures in Indian Creek Drain and replace with:
  - a 15m long by 1.8m wide culvert;
  - a 12m long by 1.5m wide culvert;
  - a 12m long by 1.2m wide culvert; and
  - a 11m long by 0.9m wide culvert;
- Embed culverts to allow for fish passage; and
- Work in isolation of flow to avoid sedimentation of the watercourse.

Our review considered the following information:

- Request for Review form and associated documents submitted on February 12 2020.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and



- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*;

The aforementioned impacts are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures listed below:

- Plan in-water works, undertakings and activities to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed and migrate;
  - No in-water work March 15<sup>th</sup> to July 15<sup>th</sup>
- Capture, relocate and monitor for fish trapped within isolated, enclosed, or dewatered areas
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity
  - Limit access to banks or areas adjacent to waterbodies
  - Remove vegetation or species selectively and in phases;
  - Re-vegetate the disturbed area with native species suitable for the site;
- Limit the duration of in-water works, undertakings and activities so that it does not diminish the ability of fish to carry out one or more of their life processes (spawning, rearing, feeding, migrating)
- Develop and implement a Sediment Control Plan to minimize sedimentation of the waterbody during all phases of the work, undertaking or activity
  - Schedule work to avoid wet, windy and rainy periods (and heed weather advisories)
  - Operate machinery on land, or from barges or on ice
- Develop and implement a response plan to avoid a spill of deleterious substances

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal will not require an authorization under the *Fisheries Act*, or the *Species at Risk Act*.

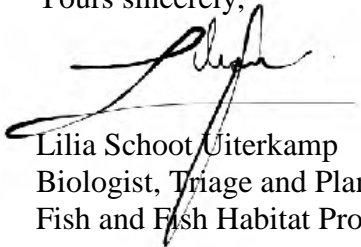
Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, avoid prohibited effects on listed aquatic species at risk, any part of their critical habitat or the residences of their individuals, and prevent the introduction of non-indigenous species.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to (<http://www.dfo-mpo.gc.ca/pnw-ppe/CONTACT-eng.html>).

Please notify this office at least 10 days before starting your project. A copy of this letter should be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Lilia Schoot Uiterkamp at our Burlington office by email at [lilia.schootuiterkamp@dfo-mpo.gc.ca](mailto:lilia.schootuiterkamp@dfo-mpo.gc.ca). Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,



Lilia Schoot Uiterkamp  
Biologist, Triage and Planning  
Fish and Fish Habitat Protection Program

**SPECIFICATIONS FOR THE CONSTRUCTION OF  
MUNICIPAL DRAINAGE WORKS**

**DIVISION A – General Conditions**

**DIVISION B – Specification for Open Drains**

**DIVISION H – Special Provisions**

**DIVISION A – GENERAL CONDITIONS****TABLE OF CONTENTS**

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## **DIVISION A – GENERAL CONDITIONS**

### **A.1. Scope**

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

### **A.2. Tenders**

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

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

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

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

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

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

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

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

#### **A.4. Payment**

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

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

#### **A.5. Contractor's Liability Insurance**

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

The following are to be named as co-insured:

- Successful Contractor
- Sub-Contractor Municipality
- Dietrich Engineering Ltd.

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

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

#### **A.7. Commencement and Completion of Work**

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

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

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

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

**A.8. Working Area and Access**

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

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

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

**A.9. Sub-Contractors**

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

**A.10. Permits, Notices, Laws and Rules**

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

**A.11. Railways, Highways, and Utilities**

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

**A.12. Errors and Unusual Conditions**

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

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

**A.13. Alterations and Additions**

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before



commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

#### **A.14. Supervision**

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

#### **A.15. Field Meetings**

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

#### **A.16. Periodic and Final Inspections**

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

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

#### **A.17. Acceptance By the Municipality**

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

#### **A.18. Warranty**

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

#### **A.19. Termination of Contract By The Municipality**

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the

Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.

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

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

#### **A.20. Tests**

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

#### **A.21. Pollution**

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

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

#### **A.22. Species and Risk**

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

#### **A.23. Road Crossings**

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

##### **A.23.1 Road Occupancy Permit**

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

##### **A.23.2 Road Closure Request and Construction Notification**

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

### **A.23.3 Traffic Control**

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

### **A.23.4 Weather**

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

### **A.23.5 Equipment**

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

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

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

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

## **A.24. Laneways**

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

Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

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

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

**A.25. Fences**

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

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

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

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

**A.26. Livestock**

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

**A.27. Standing Crops**

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

**A.28. Surplus Gravel**

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

**A.29. Iron Bars**

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

**A.30. Rip-Rap**

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

**A.31. Clearing, Grubbing and Brushing**

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

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

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

**A.32. Restoration of Lawns**

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

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

**END OF DIVISION**



## DIVISION B – SPECIFICATIONS FOR OPEN DRAINS

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## **DIVISION B – SPECIFICATIONS FOR OPEN DRAINS**

### **B.1. Alignment**

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

### **B.2. Profile**

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

### **B.3. Excavation**

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

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

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

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

### **B.4. Excavated Material**

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

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water behind the spoil bank. The excavated material shall be placed and levelled to a maximum depth of 200 mm, unless instructed otherwise and commence a minimum of one (1) metre from the top of the bank. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2(h):1(v). The material shall be levelled such that it may be



cultivated with ordinary farm equipment without causing undue hardship to the farm machinery and farm personnel. No excavated material shall cover any logs, brush, etc. of any kind.

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

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

#### **B.5. Excavation at Existing Bridge and Culvert Sites**

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

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

#### **B.6. Pipe Culverts**

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

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

#### **B.7. Rip-Rap Protection For Culverts**

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

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

#### **B.8. Clearing, Grubbing and Mulching**

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

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

**B.9. Tributary Tile Outlets**

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

**B.10. Seeding**

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

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

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

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

**B.11. Hydro Seeding**

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

**B.12. Hand Seeding**

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

**B.13. Completion**

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

**END OF DIVISION**





## DIVISION H – SPECIAL PROVISIONS

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## **DIVISION H – SPECIAL PROVISIONS**

Indian Creek Municipal Drain 2020

Township of Wainfleet

Reference No. 1861

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

### **H.1 General**

The Contractor shall organize and hold a preconstruction meeting with the Engineer and the Drainage Superintendent prior to the start of construction. The Contractor shall notify and invite all Landowners along the drain and all applicable road authorities to the preconstruction meeting.

The Contractor shall notify the Landowners, the Township Drainage Superintendent (Mark Jemison) and the Engineer 48 hours prior to construction.

All objects or obstructions within the construction working area such as signs, mailboxes, fences, property ornamentals, etc., that interfere with the installation of the drain shall be removed and re-erected in the same location or another location satisfactory to the Landowner. Any damages to such objects by the Contractor shall be repaired, replaced, installed and paid for by the Contractor at the discretion of the Engineer.

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

### **H.2 Utilities**

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

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

### **H.3 Working Area and Access**

The working area for construction purposes shall be a width of 10 metres on the side of the drain where the excavated material is to be placed and levelled. Where the working side of the drain is not specified, the Contractor shall verify the working side of the drain with the Landowner. Generally, access to the working area will be from the Township roads, where the drain crosses the road. Each Landowner shall designate access to and from the working area, if access is not already designated on the plans.

### **H.4 Clearing, Brushing and Mulching**

The Contractor shall clear and brush trees from within the working area (maximum width of 10 metres) that interfere with the construction of the drain. The Contractor shall not clear all trees within the working area

unless the full width in a specific section is required, and unless the Engineer has authorized the full clearing of the trees.

An approved mulching attachment for a hydraulic excavator or wood-chipper shall be used. Clearing brushing and mulching shall be done prior to the construction of the drain.

All trees, limbs and brush less than 150mm in diameter shall be mulched/chipped. Trees greater than 150mm in diameter shall be cut into lengths no greater than four metres and neatly stacked in piles designated by the Landowners.

### **H.5 Open Ditch Work**

Construction timing will abide with DFO timing restrictions; in this case, there will be no in water work between March 15<sup>th</sup> and July 15<sup>th</sup>.

The Contractor shall construct the open ditch in accordance with the plans, profiles and cross sections included in the attached drawing set.

Areas requiring fill along the course of the drain shall be filled with excess excavated material.

The Contractor shall construct silt traps at periodic locations along the course of the drain and maintain them for the duration of construction. Silt traps may be left in place after construction is complete.

### **H.6 Disposal of Excavated Material**

The Contractor shall confirm with each Landowner on whose property the municipal drain crosses if the excavated material is to be levelled, or remain stock piled for the Landowner. If the Landowner requires the material to be levelled, the Contractor shall level the excavated material from the ditch excavation to a maximum average depth of 200mm within the working corridor.

### **H.7 Bank Repair**

In areas where high levels of erosion have occurred the Contractor shall reshape the banks to match typical bank side slopes. The Contractor shall then place quarry stone rock rip-rap for long term bank stabilization.

All stone rip-rap material shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 400 mm. Geo-textile filter material (Mirafi 180N) shall be laid prior to the placement of stone rip-rap.

Variations to the depth of placement and gradation of rip-rap must be approved by the Engineer.

### **H.8 Seeding**

The Contractor shall supply and spread an approved seed mixture over the disturbed side slopes of the open ditch and over disturbed areas within the road allowances.

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

### **H.9 Private Crossings – Sta. 1+717**

#### **H.9.1 Existing Culvert Removals**

The existing crossings at Sta. 1+717 shall be removed and disposed of offsite by the Contractor.

#### **H.9.2 New Crossing Construction**

Construction of the crossing shall occur during low flow or no flow conditions. If construction is not possible during low flow conditions, the Contractor shall implement a flow diversion scheme.

The crossing shall be installed in accordance with the attached Typical Field Culvert Detail and the manufacturer's specifications.

All stone rip-rap material shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 400 mm. Geo-textile filter material (Mirafi 180N) shall be laid prior to the placement of stone rip-rap.

## **H.10 Road Crossings – Sta. 0+324, 1+329, 2+170**

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

### **H.10.1 Removals**

The existing crossings at Henderson Road, Gracey Road, and Concession Road 6 shall be removed and disposed of offsite by the Contractor. Any excavated material not suitable for backfill of the travelled portion of the road shall be removed and disposed of offsite by the Contractor.

### **H.10.2 New Crossing Installation**

Construction of the crossings shall occur during low flow or no flow conditions. If construction is not possible during low flow conditions, the Contractor shall implement a flow diversion scheme.

The Contractor shall install the road culverts in accordance with the Typical Road Culvert Detail included in the drawing set.

The new culverts shall have M.T.O. Granular 'A' bedding and backfill from 300mm below the pipe to 300mm above the pipe and Granular 'B' backfill to 200mm below finished road grade.

All granular materials shall be placed in lifts not exceeding 300mm and compacted to at least 95% Standard Proctor Maximum Dry Density (SPMDD) using an approved mechanical vibratory compactor.

All stone rip-rap material shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 450 mm. Geo-textile filter material (Mirafi 180N) shall be laid prior to the placement of stone rip-rap.

### **H.10.3 Road Restoration**

Any areas disturbed within the Municipal Right-of-Way during construction shall be top soiled and hydroseeded with an approved grass seed mixture.

#### **H.10.3.1 Gravel Roads**

The Contractor shall place 200mm of M.T.O. Granular 'A' surface course. The Contractor shall restore the surface to match the existing cross section of the road.

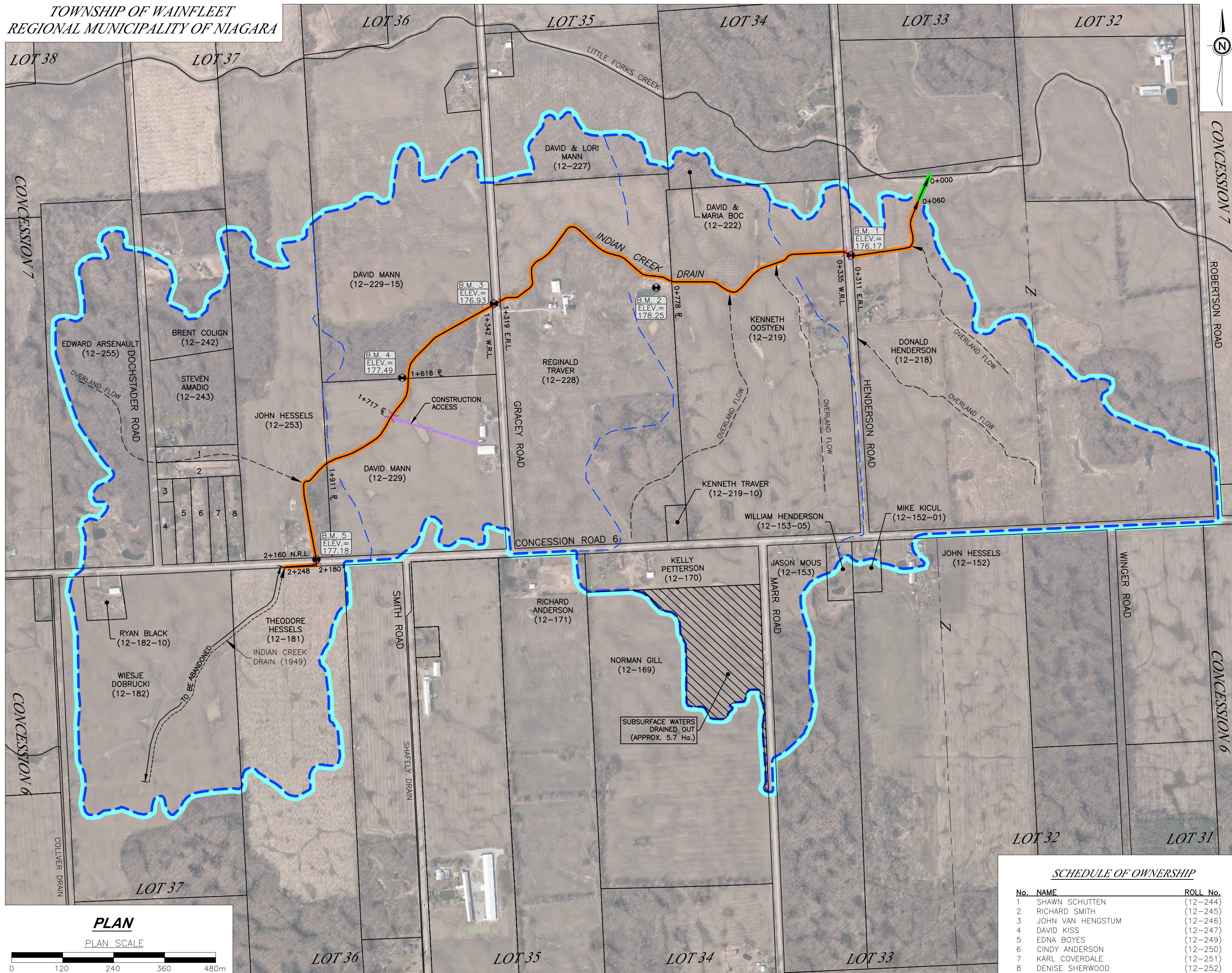
#### **H.10.3.2 Asphalt Roads**

The asphalt shall be saw cut square with the road.

The Contractor shall place 200mm of M.T.O. Granular 'A' road base and one (1) 60mm lift of HL3 surface course. The Contractor shall restore the pavement surface to match the existing cross section of the road.

**END OF DIVISION**





- NOTES:**
1. UNLESS OTHERWISE NOTED, ACCESS TO THE WORKING AREA WILL BE FROM TOWNSHIP ROADS, WHERE THE DRAIN CROSSES THE ROAD.
  2. THE CONTRACTOR SHALL CONFIRM THE WORKING SIDE WITH THE LANDOWNER.
  3. THE WORKING AREA SHALL BE AN AVERAGE WIDTH OF 10m FOR CONSTRUCTION AND MAINTENANCE PURPOSES.
  4. THE CONTRACTOR SHALL CONFIRM WITH EACH LANDOWNER ON WHOSE PROPERTY THE DRAIN CROSSES IF THE EXCAVATED MATERIAL IS TO BE LEVELLED, OR REMAIN STOCKPILED FOR THE LANDOWNER.

BENCHMARK No. 1 ELEV.=176.17  
TOP CENTRE DOWNSTREAM END OF 1500mm DIA. C.M.P.  
CULVERT AT STA. 0+316

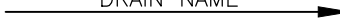









BENCHMARK No. 2 ELEV.=178.25  
NAIL IN NORTH FACE OF HYDRO POLE 26 METRES SOUTH  
OF STA. 0+811

BENCHMARK No. 3 ELEV.=176.93  
TOP CENTRE UPSTREAM END OF 900mm DIA. C.M.P.  
CULVERT AT STA. 1+336

BENCHMARK No. 4 ELEV.=177.49  
NAIL IN EAST FACE OF 600mm DIA. TREE 14 METRES WEST  
OF STA. 1+616

BENCHMARK No. 5 ELEV.=177.18  
TOP CENTRE DOWNSTREAM END OF 900mm DIA. C.M.P.  
CULVERT AT STA. 2+164

**LEGEND:**

	EXISTING MUNICIPAL DRAIN
	INTERIOR/EXTERIOR WATERSHED BOUNDARY
	PROPERTY BOUNDARY
	LOT OR CONCESSION BOUNDARY
	TOWNSHIP BOUNDARY
	MUNICIPAL DRAIN
	WATERSHED BOUNDARY
	CROSSING REPLACEMENT
	
BENCHMARK LOCATION	BENCHMARK No.
	BENCHMARK ELEVATION

3.	REPORT SUBMISSION	2020-11-27	DEL
2.	INFORMATION MEETING	2020-10-06	DEL
1.	ON-SITE MEETING	2019-08-15	DEL
No.	ISSUES AND REVISIONS	DATE	BY



PROJECT: INDIAN CREEK MUNICIPAL DRAIN 2020

DRAWING:

Plan

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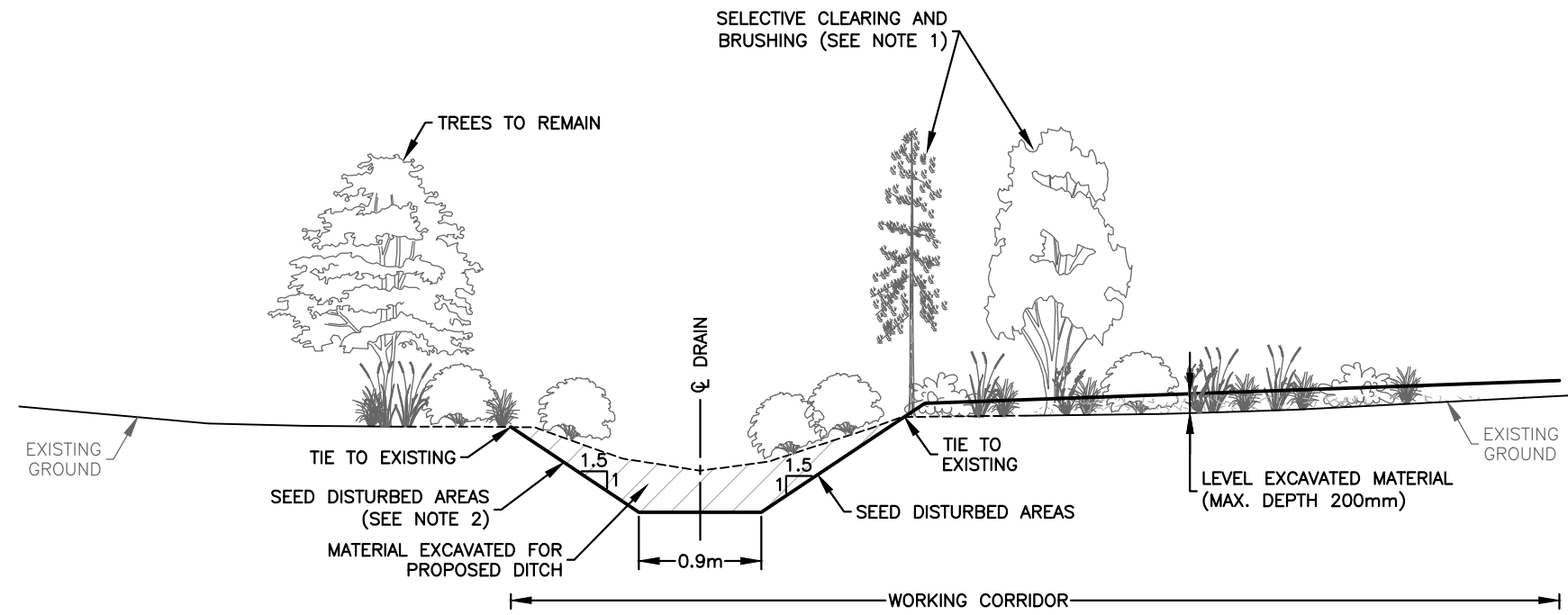
**DEL**

**DIETRICH ENGINEERING LIMITED**  
CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7

PROJ. MGR: S.B.	DESIGNED BY: A.H.	DRAWN BY: A.H.	CHECKED BY: S.B.
DRAWING SCALE: AS NOTED	DATE: NOV. 27, 2020	PROJECT No. 1861	DRAWING No. 1 of 5





TYPICAL OPEN DITCH CLEANOUT DETAIL

N.T.S.

1. NOTES:

1. THE CONTRACTOR SHALL CLEAR AND BRUSH TREES FROM WITHIN THE WORKING AREA (MAXIMUM WIDTH OF 10m) THAT INTERFERE WITH THE CONSTRUCTION OF THE DRAIN. THE CONTRACTOR SHALL NOT CLEAR ALL TREES WITHIN THE WORKING AREA UNLESS THE FULL WIDTH IN A SPECIFIED SECTION IS REQUIRED, AND UNLESS THE ENGINEER HAS AUTHORIZED THE CLEARING OF THE TREES.
2. THE CONTRACTOR SHALL SUPPLY AND SPREAD AN APPROVED SEED MIXTURE OVER THE DISTURBED SIDE SLOPES OF THE OPEN DITCH. ALL SEED SHALL BE APPLIED USING THE SEED MANUFACTURER'S APPLICATION RECOMMENDATIONS.

BENCHMARK No. 1 ELEV.=176.17  
TOP CENTRE DOWNSTREAM END OF 1500mm DIA. C.M.P.  
CULVERT AT STA. 0+316

BENCHMARK No. 2 ELEV.=178.25  
NAIL IN NORTH FACE OF HYDRO POLE 26 METRES SOUTH OF STA. 0+811

BENCHMARK No. 3 ELEV.=176.93  
TOP CENTRE UPSTREAM END OF 900mm DIA. C.M.P.  
CULVERT AT STA. 1+336

BENCHMARK No. 4 ELEV.=177.49  
NAIL IN EAST FACE OF 600mm DIA. TREE 14 METRES WEST OF STA. 1+616

BENCHMARK No. 5 ELEV.=177.18  
TOP CENTRE DOWNSTREAM END OF 900mm DIA. C.M.P.  
CULVERT AT STA. 2+164

LEGEND:

3.	REPORT SUBMISSION	2020-11-27	DEL
2.	INFORMATION MEETING	2020-10-06	DEL
1.	ON-SITE MEETING	2019-08-15	DEL
No.	ISSUES AND REVISIONS	DATE	BY



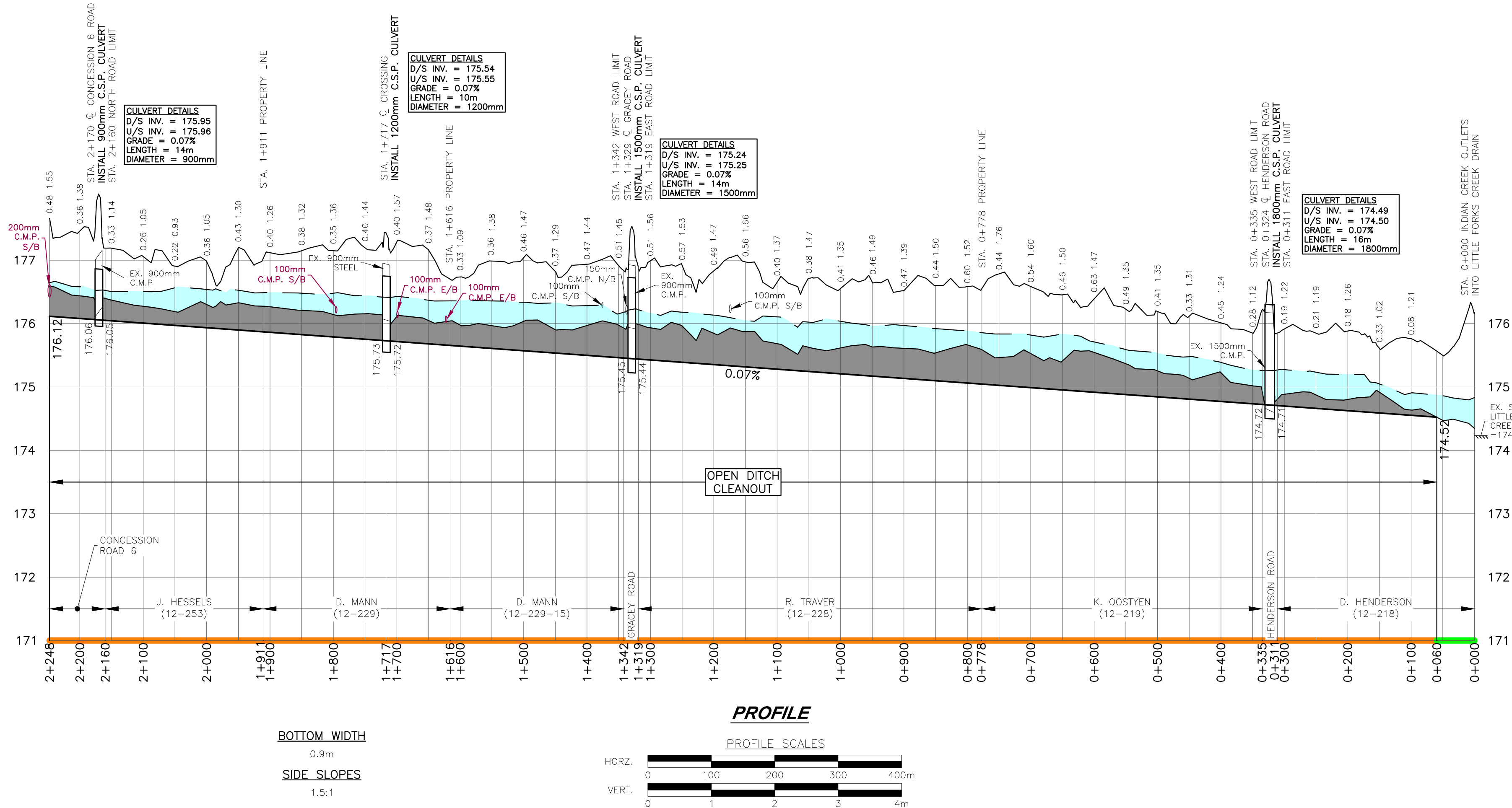
PROJECT: INDIAN CREEK MUNICIPAL DRAIN 2020

DRAWING:

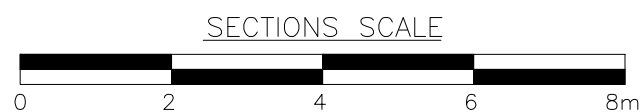
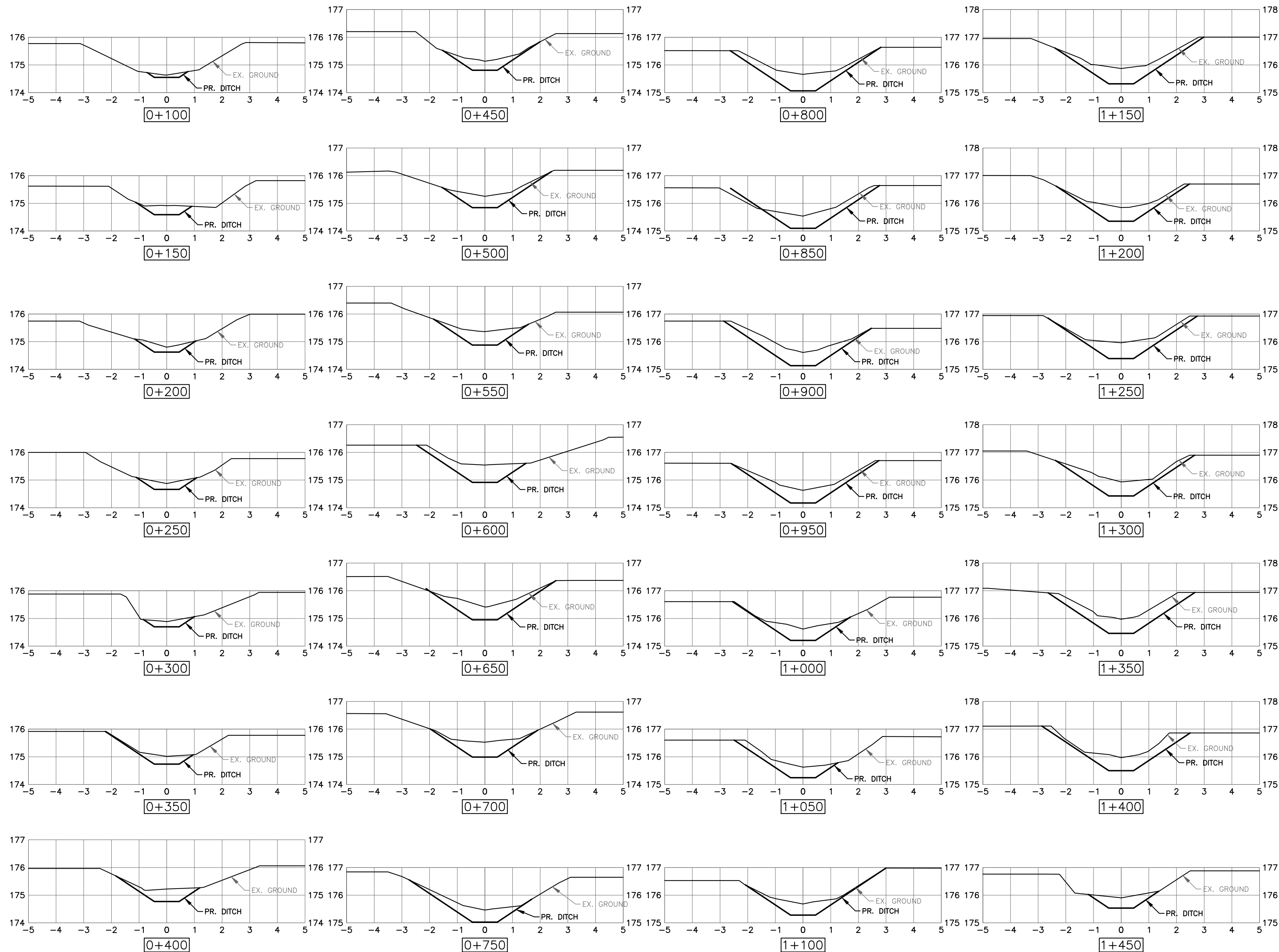
Profile

DIETRICH ENGINEERING LIMITED  
CONSULTING ENGINEERS  
10 Alpine Court, Kitchener, ON, N2E 2M7

PROJ. MGR:	S.B.	DESIGNED BY:	A.H.	DRAWN BY:	A.H.	CHECKED BY:	S.B.
DRAWING SCALE:	AS NOTED	DATE:	NOV. 27, 2020	PROJECT No.	1861	DRAWING No.	2 of 5



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LEGEND:

3.	REPORT SUBMISSION	2020-11-27	DEL
2.	INFORMATION MEETING	2020-10-06	DEL
1.	ON-SITE MEETING	2019-08-15	DEL
No.	ISSUES AND REVISIONS	DATE	BY



PROJECT: INDIAN CREEK MUNICIPAL DRAIN 2020

DRAWING: SECTIONS

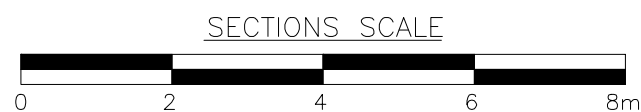
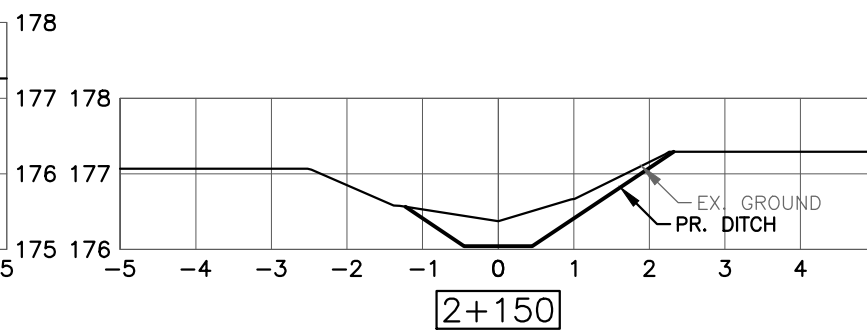
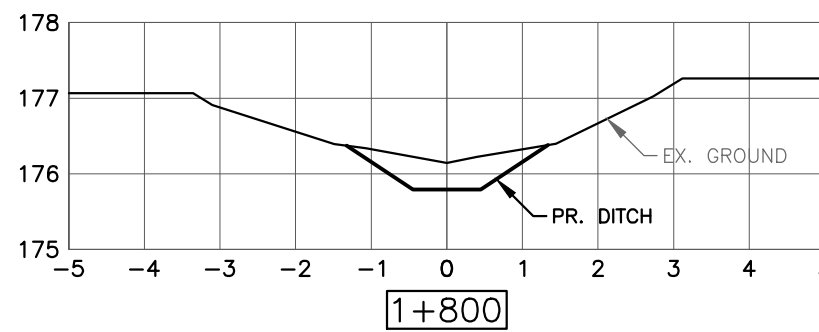
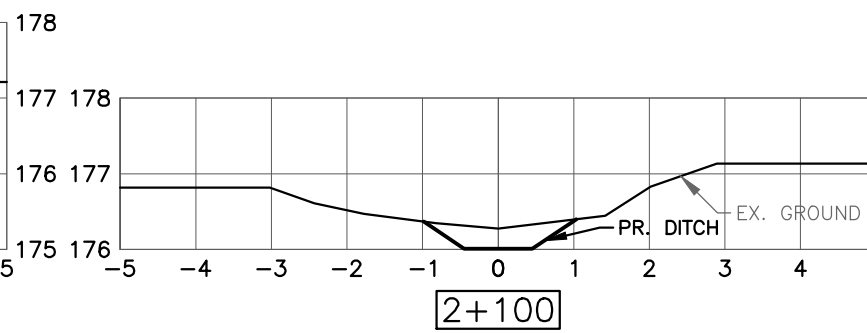
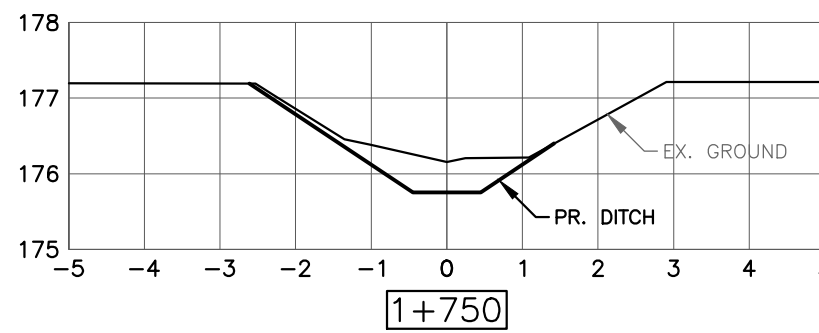
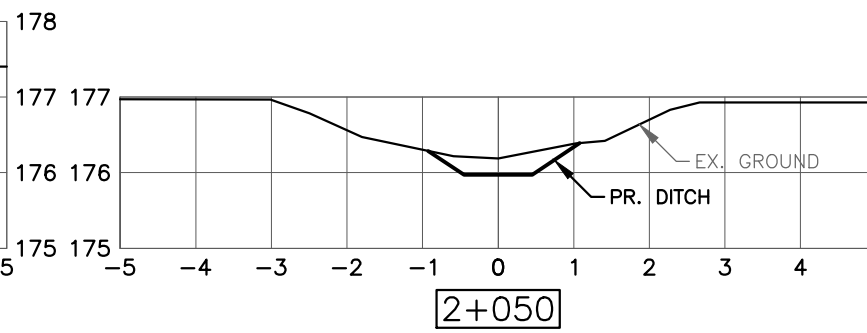
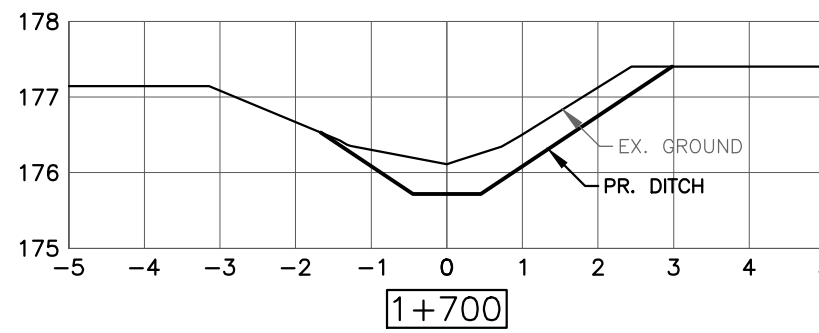
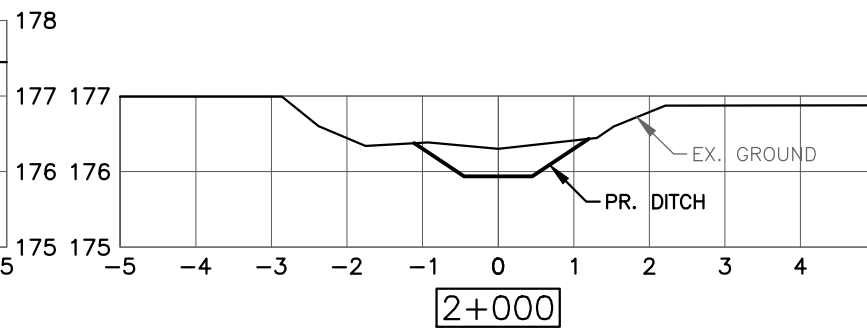
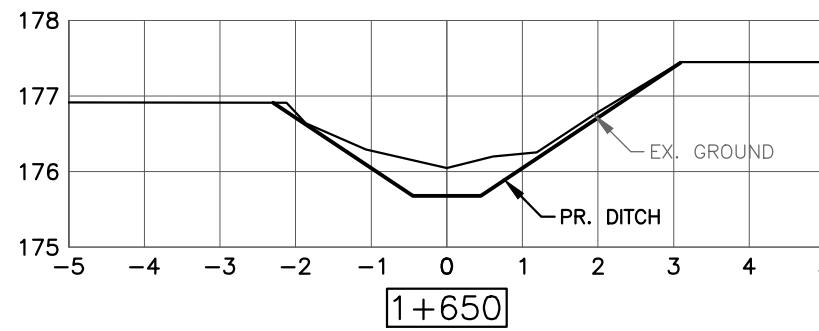
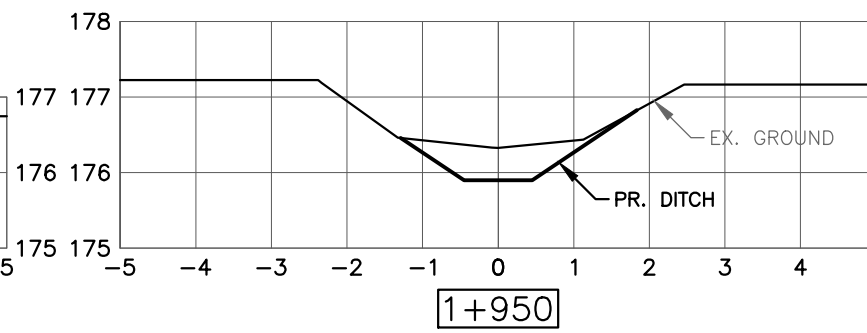
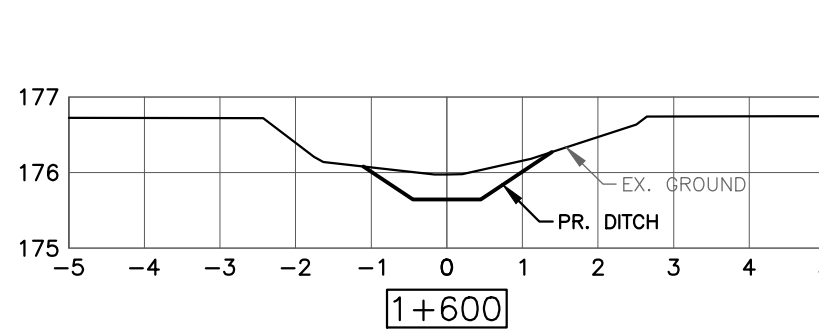
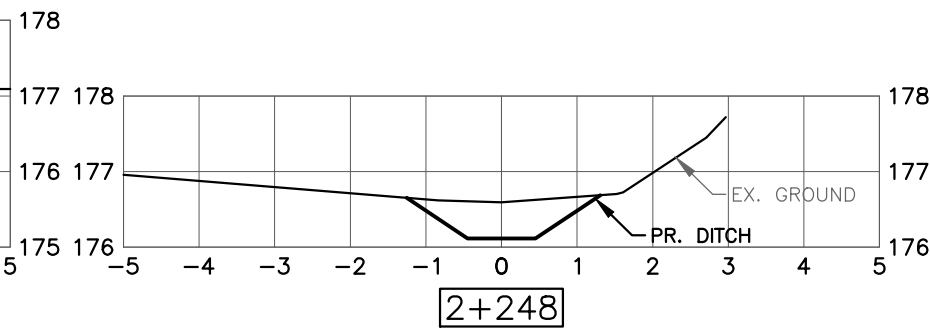
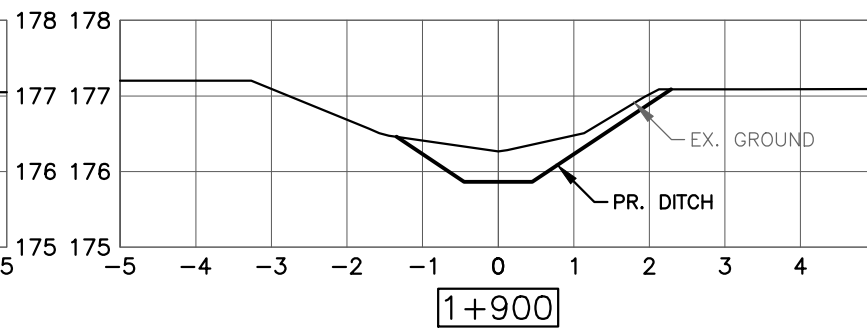
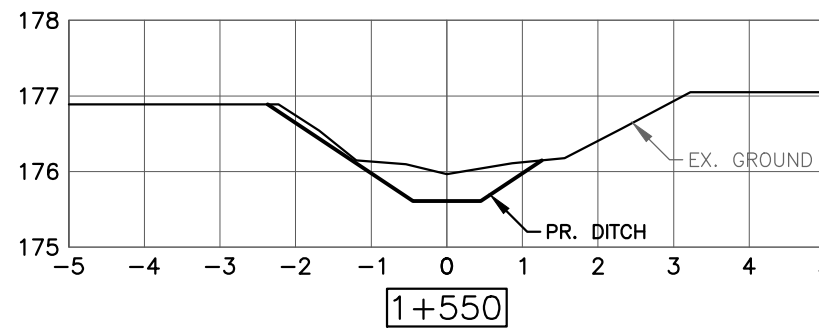
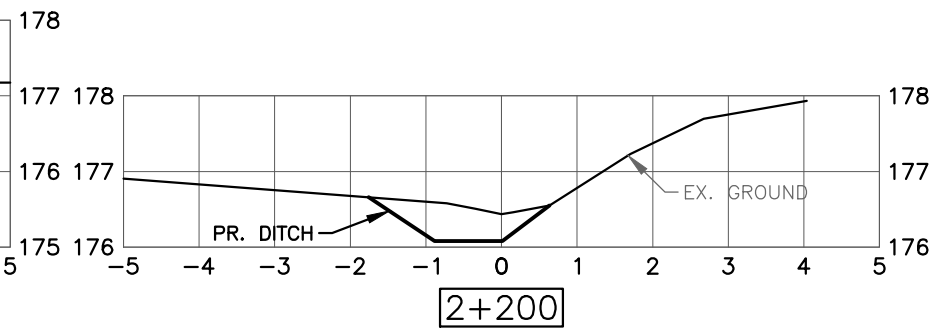
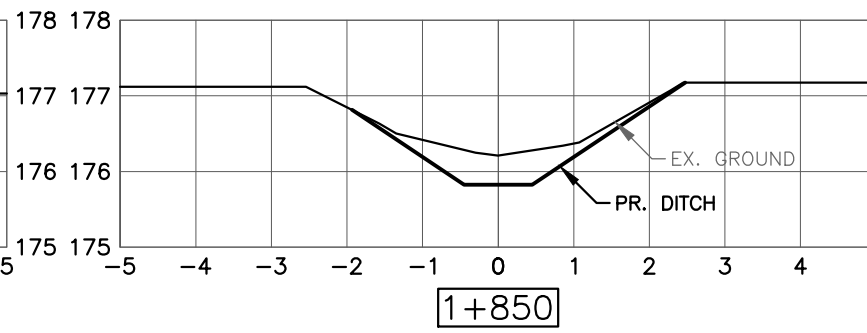
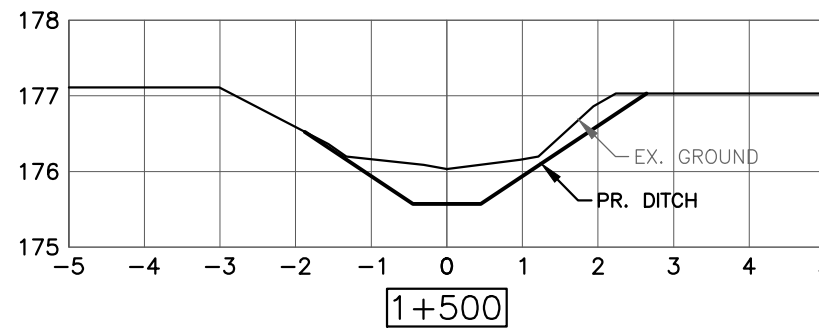


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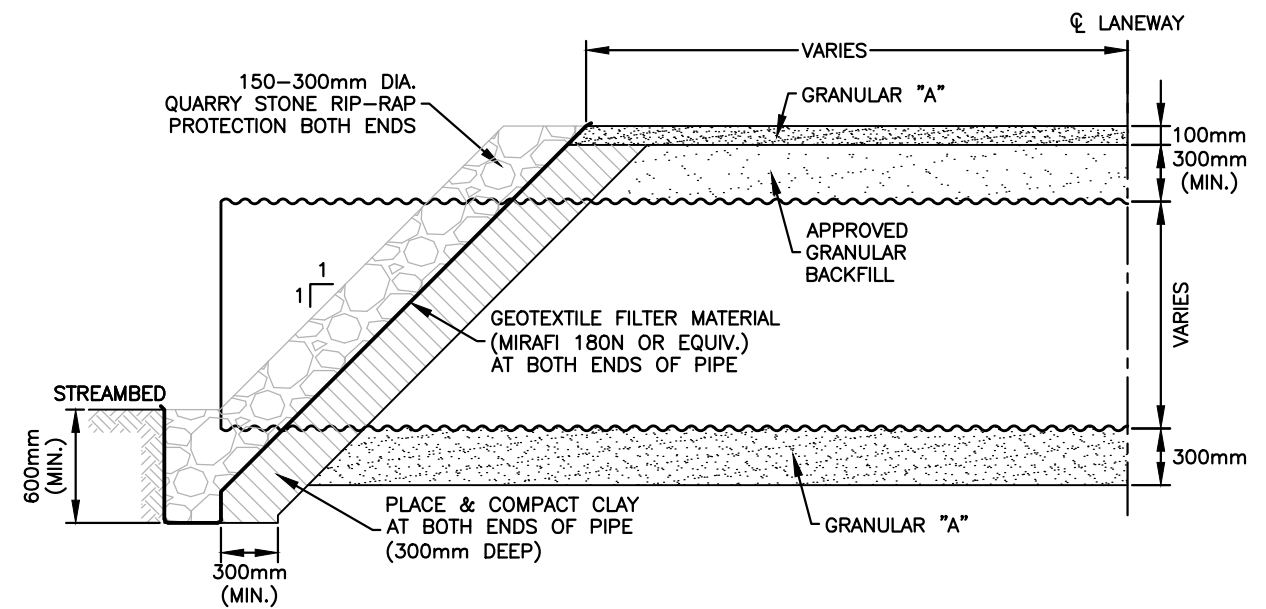
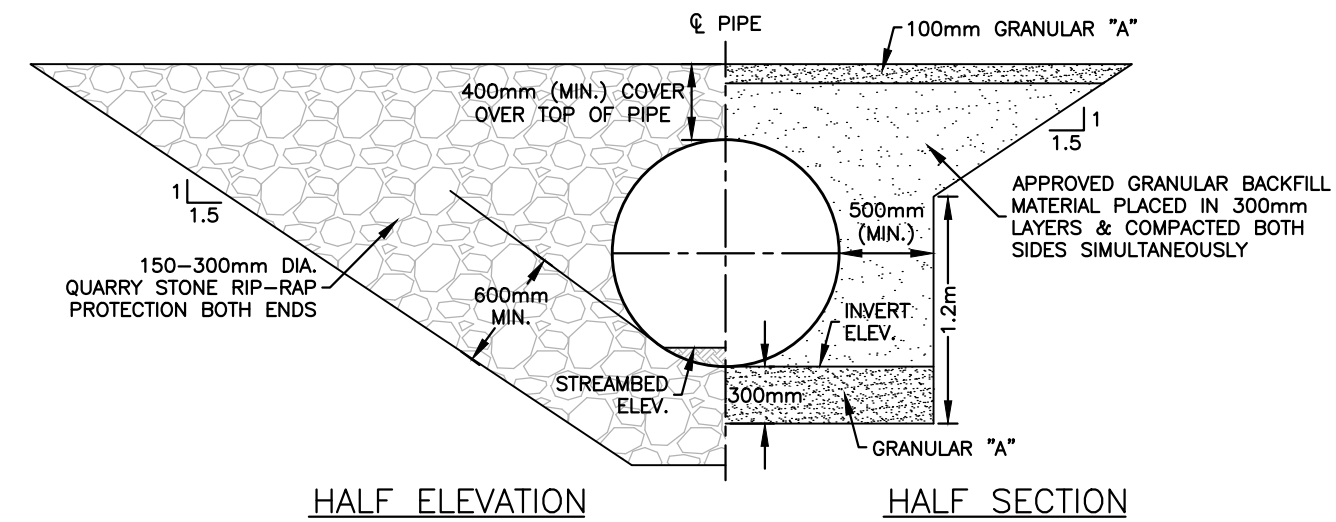
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PROJ. MGR:	S.B.	DESIGNED BY: A.H.	DRAWN BY: A.H.	CHECKED BY: S.B.
DRAWING SCALE:	AS NOTED	DATE: NOV. 27, 2020	PROJECT No. 1861	DRAWING No. 3 of 5





STATION	DIAMETER	LENGTH	INVERT	STREAMBED	CORRUGATIONS	THICKNESS
1+717	1200mm	10m	U.S.E. = 175.55 D.S.E. = 175.54	U.S.E. = 175.73 D.S.E. = 175.72	68mm x 13mm	2.0mm



- NOTES:
- CONSTRUCTION OF CROSSINGS SHALL OCCUR DURING LOW FLOW OR NO FLOW CONDITIONS. IF CONSTRUCTION IS NOT POSSIBLE DURING LOW FLOW CONDITIONS, THE CONTRACTOR SHALL IMPLEMENT A FLOW DIVERSION SCHEME.

**TYPICAL FIELD CULVERT DETAIL**  
N.T.S.

LEGEND:

3.	REPORT SUBMISSION	2020-11-27	DEL
2.	INFORMATION MEETING	2020-10-06	DEL
1.	ON-SITE MEETING	2019-08-15	DEL
No.	ISSUES AND REVISIONS	DATE	BY



PROJECT: INDIAN CREEK MUNICIPAL DRAIN 2020

DRAWING:

**Sections & Detail**

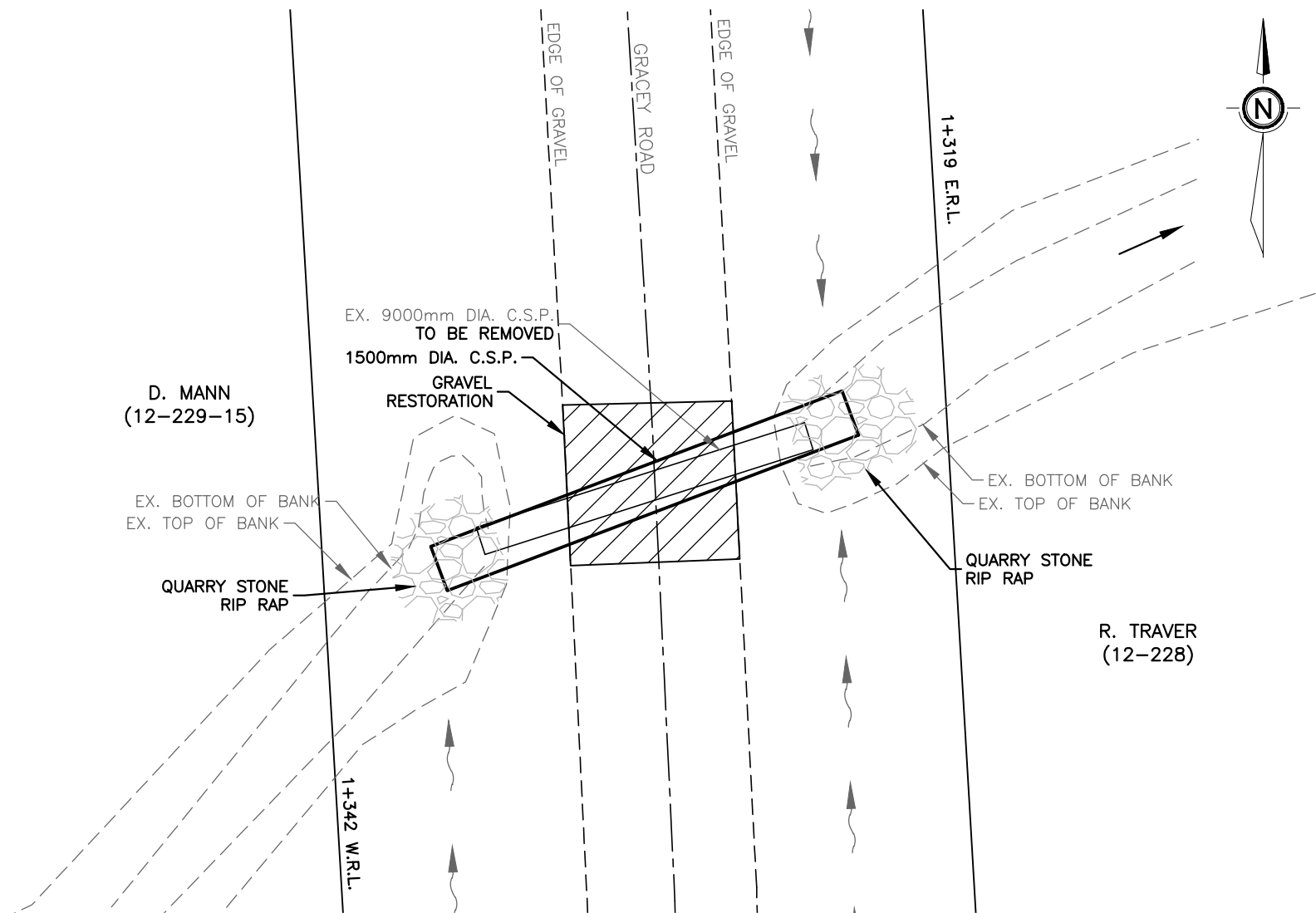


**DIETRICH ENGINEERING LIMITED**  
CONSULTING ENGINEERS

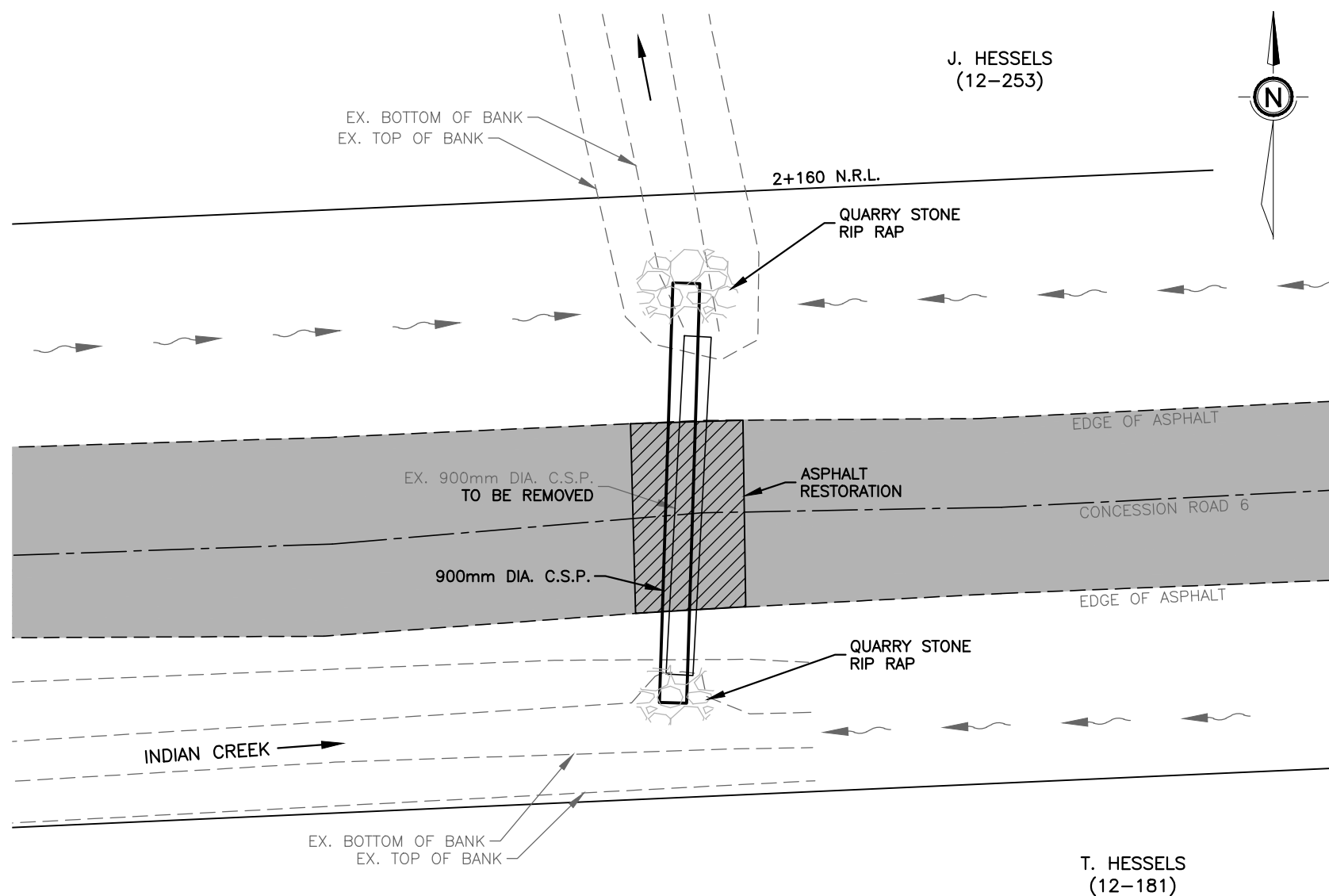
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DRAWING SCALE:	AS NOTED	DATE:	NOV. 27, 2020	PROJECT No.	1861	DRAWING No.	4 of 5

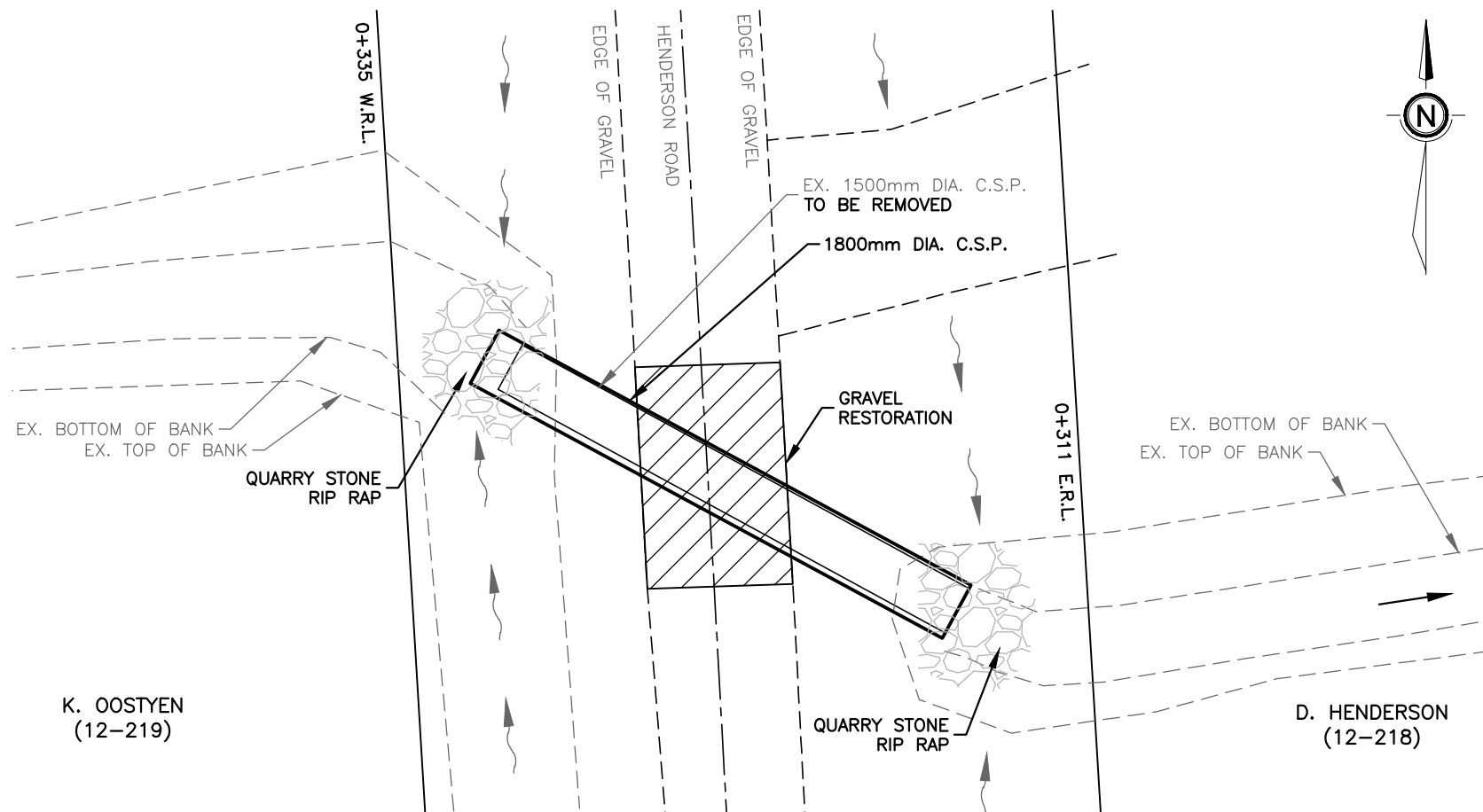
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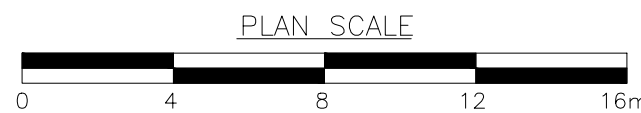
**GRACEY ROAD CROSSING DETAIL**  
**(STA. 1+319 TO 1+342)**



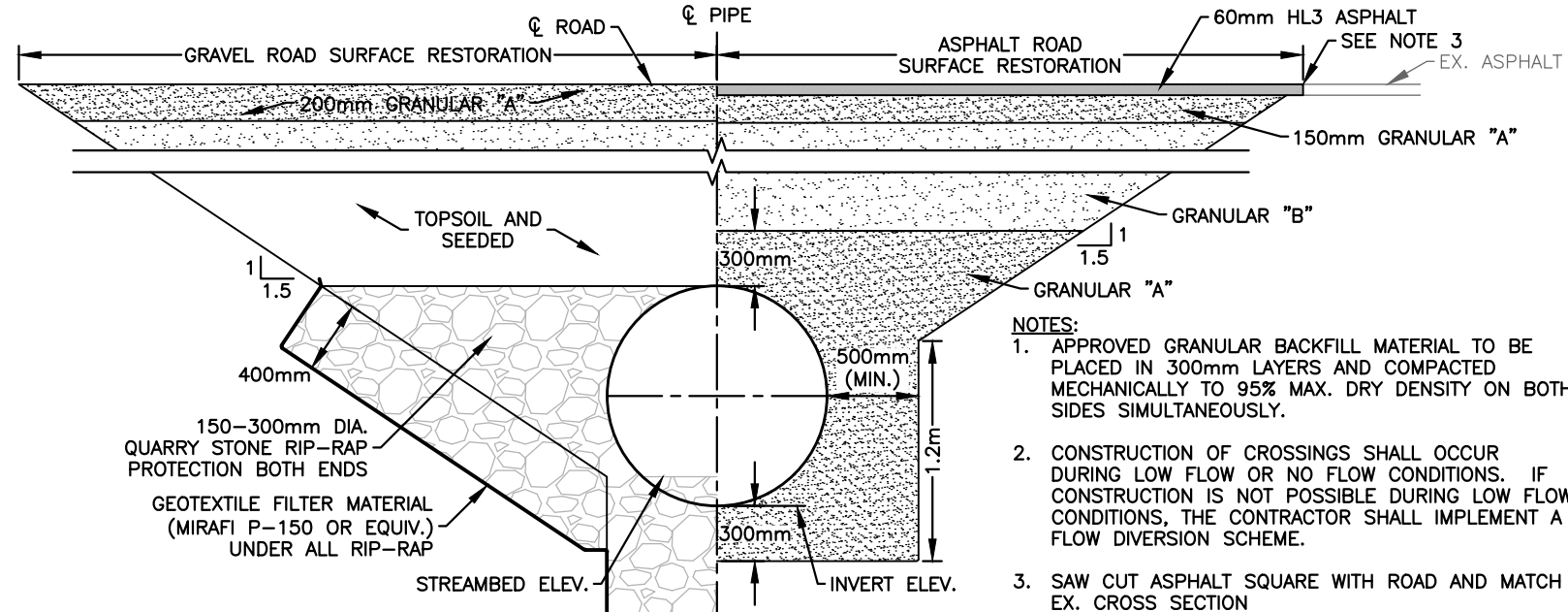
**CONCESSION ROAD 6 CROSSING DETAIL**  
**(STA. 2+160 TO 2+180)**



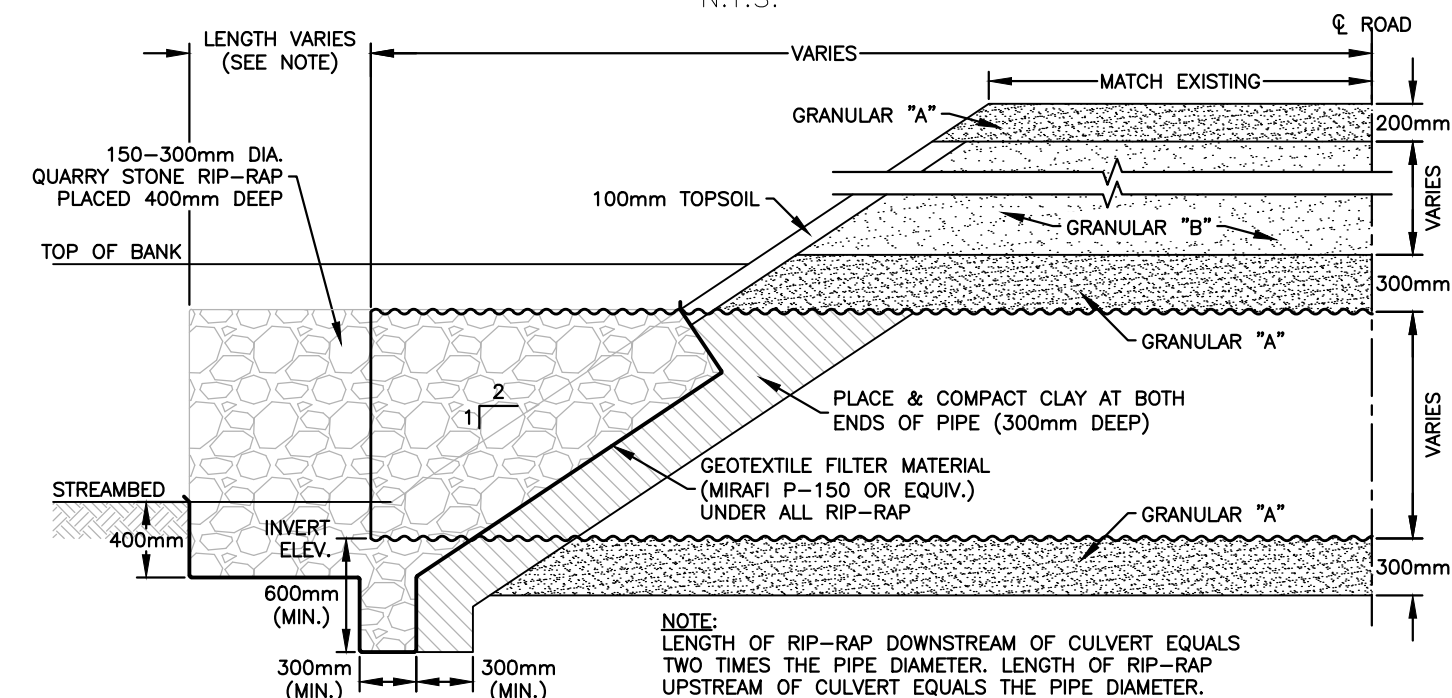
**HENDERSON ROAD CROSSING DETAIL**  
**(STA. 0+311 TO 0+335)**



STATION	DIAMETER	LENGTH	INVERT	STREAMBED	CORRUGATIONS	THICKNESS
0+324	1800mm	16m	U.S.E. = 174.50 D.S.E. = 174.49	U.S.E. = 174.72 D.S.E. = 174.71	125mm x 25mm	2.80mm
1+329	1500mm	14m	U.S.E. = 175.25 D.S.E. = 175.24	U.S.E. = 175.45 D.S.E. = 175.44	125mm x 25mm	2.80mm
2+170	900mm	14m	U.S.E. = 175.96 D.S.E. = 175.95	U.S.E. = 176.06 D.S.E. = 176.05	68mm x 13mm	2.80mm



**HALF ELEVATION**      **HALF SECTION**



**HALF LONGITUDINAL SECTION**

**TYPICAL ROAD CULVERT DETAIL**

LEGEND:

3.	REPORT SUBMISSION	2020-11-27	DEL
2.	INFORMATION MEETING	2020-10-06	DEL
1.	ON-SITE MEETING	2019-08-15	DEL
No.	ISSUES AND REVISIONS	DATE	BY



PROJECT: INDIAN CREEK MUNICIPAL DRAIN 2020  
DRAWING:

Details



DIETRICH ENGINEERING LIMITED  
CONSULTING ENGINEERS

10 Alpine Court, Kitchener, ON, N2E 2M7

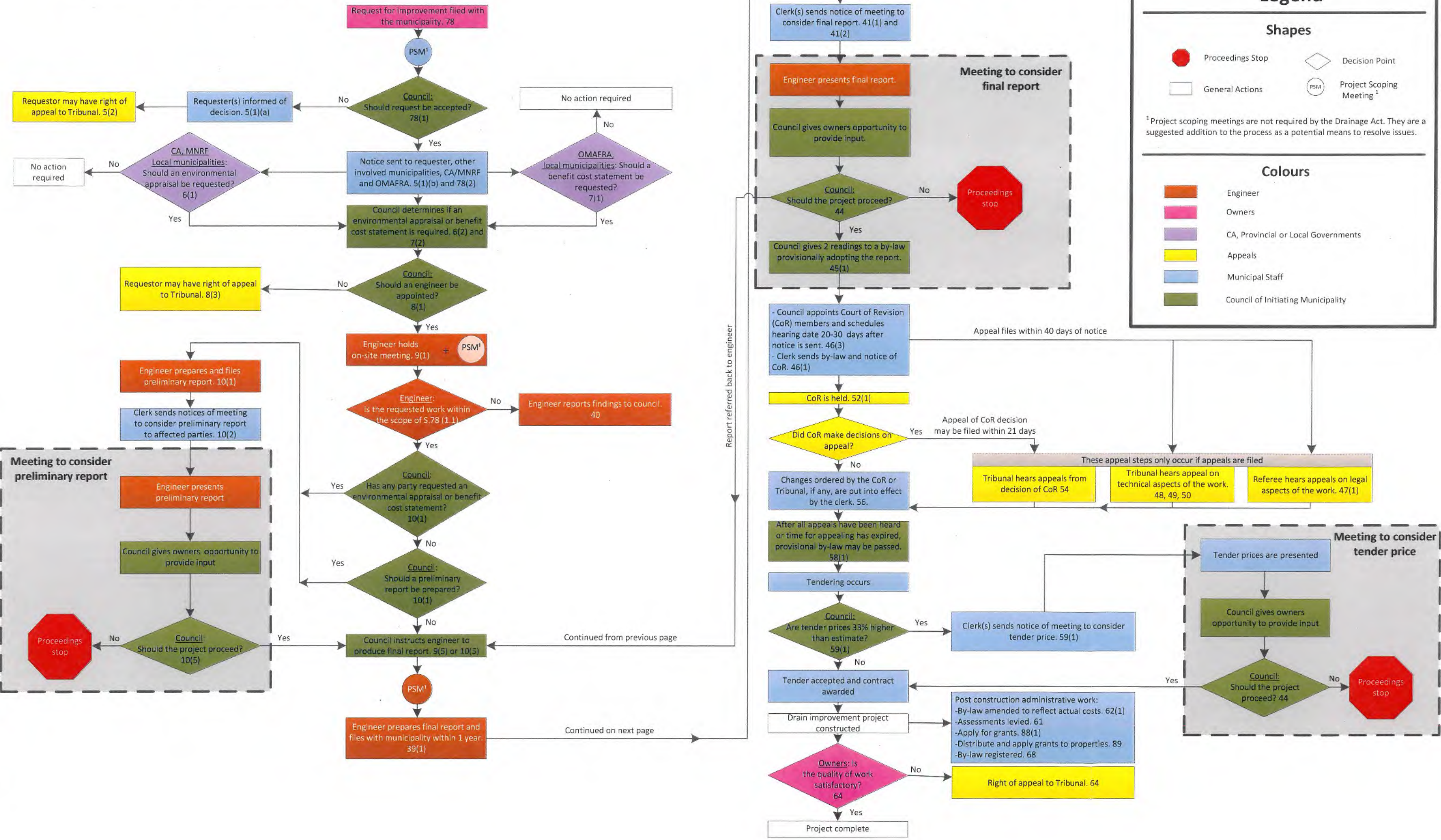
PROJ. MGR:	S.B.	DESIGNED BY:	A.H.	DRAWN BY:	A.H.	CHECKED BY:	S.B.
DRAWING SCALE:	AS NOTED	DATE:	NOV. 27, 2020	PROJECT No.	1861	DRAWING No.	5 of 5

## **APPENDIX “B”**

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**DRAIN IMPROVEMENT PROCEDURES**  
**SECTION 78 OF THE DRAINAGE ACT**



**Legend**

**Shapes**

- Proceedings Stop
- General Actions
- Decision Point
- Project Scoping Meeting <sup>1</sup>

**Colours**

- Engineer
- Owners
- CA, Provincial or Local Governments
- Appeals
- Municipal Staff
- Council of Initiating Municipality

<sup>1</sup> Project scoping meetings are not required by the Drainage Act. They are a suggested addition to the process as a potential means to resolve issues.





# Memo

**To:** Mayor and Members of Council  
**From:** Mark Jemison, Drainage Superintendent  
**Date:** January 5, 2021  
**Re:** Bridgewater Municipal Drain Court of Revision

---

On December 15, 2020; the Court of Revision for the Bridgewater Municipal Drain conducted a hearing to consider appeals to the Drainage Report dated March 5, 2020 as prepared by Brandon Widner, P.Eng., of Spriet Associates London Limited. This hearing was in accordance with direction from Council on November 24, 2020 following its consideration of Report DSR-008/2020.

The Court received one appeal and, following deliberations, pronounced a decision on the appeal. A copy of the minutes of the hearing are attached to this Memorandum.

The Drainage Act provides a further appeal process (to the Ontario Drainage Tribunal) for any person dissatisfied with a decision of the Court. At the conclusion of the appeal process, By-law No. 047-2020, being a by-law to provide for Drainage Works in the Township of Wainfleet (Bridgewater Municipal Drain) and which received provisional adoption (first and second readings only) by Council on November 24, 2020, may be returned to Council for final reading (either as originally presented, or as may be amended by the Ontario Drainage Tribunal should an appeal be filed).

Regards,

Mark Jemison  
Drainage Superintendent, Township of Wainfleet





**THE CORPORATION OF THE TOWNSHIP OF WAINFLEET  
COURT OF REVISION MINUTES  
BRIDGEWATER MUNICIPAL DRAIN**

CR1/2020  
December 15, 2020  
7:00 p.m.  
Electronic Participation

PRESENT:	D. Cridland J. MacLellan S. Van Vliet	Councillor (remote participation) Councillor Councillor
STAFF PRESENT:	W. Kolasa M. Jemison R. Nan A. Dashwood	Chief Administrative Officer/Clerk Drainage Superintendent Manager of Operations Administrative Assistant
OTHER:	B. Widner	Drainage Engineer, Spriet Associates

---

1. **Call to Order**  
The Clerk called the Court of Revision Hearing to order at 7:00 p.m.
2. **Appointment of Chair**  
The Clerk administered the process of appointing a Chair of the Court of Revision. The following motion resulted.

**Resolution No. CR-2020-001**

Moved by Councillor MacLellan  
Seconded by Councillor Cridland

**THAT** Councillor Van Vliet be appointed Chair of the Court of Revision respecting the Bridgewater Municipal Drain.

**CARRIED**

Councillor Van Vliet assumed the Chair of the hearing.

3. **Land Acknowledgement Statement**  
Chair Van Vliet acknowledged that the land on which we gather is the traditional territory of Anishinaabeg and Haudenosaunee Peoples, acknowledging the One Bowl and Spoon Treaty.
4. **Disclosures of Pecuniary Interest and the General Nature Thereof**  
None.

5. **Presentation re: Bridgewater Municipal Drain**

Chair Van Vliet called on the Drainage Superintendent to provide an overview of the Bridgewater Municipal Drain Report and provide details of the scope of authority of the Court of Revision under the Drainage Act of Ontario.

6. **Hearing of Appeals**

a) John Downey, 72049 Regional Road 27

Chair Van Vliet called on Mr. John Downey to speak to his written appeal and provide clarification regarding the nature of his appeal as, although the written appeal filed by Mr. Downey was in the prescribed form, it failed to specify the nature of the appeal to the Court.

Mr. Downey addressed the Court to express his general opposition to the Bridgewater Municipal Drain Report and the works proposed for his property. Upon further questioning by the Court, Mr. Downey acknowledged that the only valid appeal that he could make to the Court was that his assessment was too high.

At this point in the meeting, the Court called on the Drainage Superintendent and Drainage Engineer to provide information and evidence regarding the Bridgewater Municipal Drain Assessment Schedule and regarding the assessments calculated for Mr. Downey's property.

7. **Closing of the Court of Revision and Rendering a Decision**

There being no other appeals, the Court retreated to deliberate the appeal by Mr. Downey. Following deliberations, the Court resumed and following motion was introduced.

**Resolution No. CR-2020-002**

Moved by Councillor MacLellan

Seconded by Councillor Cridland

**THAT** the appeal of John Downey be dismissed and the engineer's assessment be upheld on the basis that the assessments are fair and equitable.

**CARRIED**

8. **Adjournment of Meeting**

There being no further business, the following motion was introduced at 7:46 p.m.

**Resolution No. CR-2020-003**

Moved by Councillor MacLellan  
Seconded by Councillor Cridland

**THAT** this Court of Revision be now adjourned.

**CARRIED**

---

S. Van Vliet, CHAIR

---

W. Kolasa, CLERK

# THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

## BY-LAW NO. 001-2021

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet at its meeting held January 5, 2021.

**WHEREAS** Subsection 5 (1) of the *Municipal Act, 2001*, S.O. 2001, Chapter M.25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** section 5 (3) of the *Municipal Act 2001*, S.O. 2001, Chapter M.25, as amended, provides that, except if otherwise authorized, the powers of Council shall be exercised by by-law;

**AND WHEREAS** it is deemed desirable and expedient that the actions of the Council as herein set forth be adopted, ratified and confirmed by by-law;

**NOW THEREFORE** the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. (a) The actions of the Council at its meeting held on January 5, 2021, including all resolutions or motions approved, are hereby adopted, ratified and confirmed as if they were expressly embodied in this by-law.  
  
(b) The above-mentioned actions shall not include:
  - (i) any actions required by law to be taken by resolution, or
  - (ii) any actions for which prior Ontario Municipal Board approval is required, until such approval is obtained.
2. The Mayor and proper officials of the Corporation of the Township of Wainfleet are hereby authorized and directed to do all things necessary to give effect to the above-mentioned actions and to obtain approvals where required.
3. Unless otherwise provided, the Mayor and Clerk are hereby authorized and directed to execute and the Clerk to affix the seal of the corporation of the Township of Wainfleet to all documents necessary to give effect to the above-mentioned actions.
4. This by-law shall come into force on the day upon which it is passed.

BY-LAW READ AND PASSED THIS 5<sup>TH</sup> DAY OF JANUARY, 2021

---

K. Gibson, MAYOR

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M. Ciuffetelli, DEPUTY CLERK