

TOWNSHIP OF BLANDFORD-BLENHEIM
COUNCIL MEETING AGENDA - AMENDED

Wednesday June 6, 2018
Township Council Chambers
47 Wilmot Street South, Drumbo
4:00 p.m.

- 1. Welcome**
- 2. Call to Order**
- 3. Approval of the Agenda**
- 4. Disclosure of Pecuniary Interest**
- 5. Adoption of Minutes**
 - a. [May 16, 2018 Regular Session of Council](#)
- 6. Business Arising from the Minutes**
- 7. Delegations / Presentations**
 - a. Ray Roscovich, Re: Consideration of Engineer Report for Hofstetter Road Drain
Recommendation:
[See Agenda Item 9. a. i.](#)
 - b. [Christene Scrimgeour, Re: 2017 Financial Statements](#)
Recommendation:
That the Draft 2017 Financial Statements as presented by Christene Scrimgeour of Scrimgeour & Associates be adopted as printed and circulated.
 - c. [Deborah Goudreau, Re: Update on the Drumbo Wastewater Treatment Plant Expansion Class EA Study & the Princeton Wastewater Servicing Study](#)
 - d. Bev Beaton & Craig VanWees, Re: Princeton Wastewater Servicing
- 8. Correspondence**
 - a. General

- i. None.
- b. Specific
 - i. [Region of Halton, Re: Jurisdictional Role in Proposed Milton Truck-Rail Project](#)

Recommendation:

That the Council of the Township of Blandford-Blenheim supports the resolution of the Region of Halton regarding the jurisdictional role in the proposed Milton Truck-Rail Project.

ii. [Drumbo Lions Club, Re: Harvest Carnival as Event of Municipal Significance](#)

Recommendation:

Whereas Regulation 389/91 of the Liquor License Act was amended in 2011; and,

Whereas Regulations require that an applicant for a Special Occasion Permit for a Public Event request the municipality to designate the event as an event of municipal significance;

BE IT HEREBY RESOLVED that the Harvest Carnival organized by the Drumbo Lions Club for August 17th, 18th, & 19th 2018 be declared an event of municipal significance.

9. Staff Reports

a. Jim Harmer, Drainage Superintendent

- i. [DS-18-07 – Consideration of Report Section 4 Hofstetter Road Drain](#)

Recommendation:

That report DS 18-07 be received as information;

And further that council gives consideration to By-Law No. 2073-2018 for the Hofstetter Road Drain for first and second reading (provisional by-laws);

And further that the Court of Revision be set for Wednesday July 4th, 2018 at 4:00 p.m.;

Lastly, that the Engineer be directed to invite tenders for the Hofstetter Drain with tender closing June 27th, 2018 at noon.

b. Jim Borton – Director of Public Works

- i. [PW-18-15 – Monthly Report](#)

Visit our website @ www.blandfordblenheim.ca

Recommendation:

That Report PW-18-15 be received as information.

ii. [PW-18-16 – Gobles Rd Bridge](#)

Recommendation:

That PW-18-16 be received as information;

And further that Council accepts CN proposal to accept the RFP from Dagmar Construction Inc. for the replacement of Gobles Bridge.

c. Community Services Department

i. [CS-18-05 – Monthly Report](#)

Recommendation:

That Report CS-15-05 be received as information.

ii. [CS-18-06 – Community Services and Public Works Staffing Levels](#)

That Report CS-18-06 raising staff levels for the Community Services Department and the Public Works Department be approved by Council.

d. Sarah Matheson – Deputy Clerk

i. [DC-18-05 – Joint Compliance Audit Committee](#)

Recommendation:

That report DC-18-05 be received as information; and,

That Council approve the formation of a Joint Compliance Audit Committee with other Oxford County municipalities, as outlined within Report DC-18-05 and that a by-law be brought forward to appoint the members of the Committee for Council consideration.

e. Denise Krug – Director of Finance

i. [TR-18-12 – 2017 Development Charges Annual Report](#)

Recommendation:

That Report TR-18-12 be received as information, and is posted on the website for public information.

ii. [TR-18-13 – Recommendation re: Use of 2017 Surplus](#)

Recommendation:

That Report TR-18-13 be received as information;

And further that the 2017 surplus be allocated to the Bridge Construction reserve (\$195,083.22) and the Road Construction Reserve (\$195,083.22).

iii. [TR-18-14 - Railway High-Tonnage Rate](#)

Recommendation:

That Report TR-18-14 be received as information;

And further that the Council for the Township of Blandford-Blenheim request the Ministry of Finance assess the Canadian National Rail line and the Canadian Pacific Rail line that is located in the Township of Blandford-Blenheim to determine its eligibility as a high-tonnage rail line;

And further that the Ministry forward all correspondence with regard to the Railway High-Tonnage Rate to the Township of Blandford-Blenheim Treasurer.

10. Reports from Council Members

11. Unfinished Business

12. Motions and Notices of Motion

13. New Business

14. Closed Session

None.

15. By-laws

a. [2070-2018](#)

Being a By-law to delegate authority pursuant to the Municipal Act.

b. [2073-2018](#)

Being a By-law to provide for drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford. (Hofstetter Road Drain)

c. [2074-2018](#)

Being a By-law imposing special annual drainage rate upon land in respect of which money with borrowed under the *Tile Drainage Act*.

d. [2075-2018](#)

Being a By-law to authorize the entering into an Agreement for funding under the Ontario Main Street Revitalization Initiative.

e. [2076-2018](#)

Being a By-law to confirm the proceedings of Council.

16. Other

17. Adjournment and Next Meeting

Wednesday, June 20, 2018 at 4:00 p.m. in Council Chambers.

MINUTES

Council met at 4:00 p.m. for their second regular meeting of the month.

Present: Mayor Wearn, Councillors Balzer, Banbury, Cowan and Peterson.

Staff: Baer, Borton, Harmer, Krug, Matheson, Mordue, Richardson and Scherer.

Other: Smith, Oxford County Planner

Mayor Wearn in the Chair.

1. Welcome

2. Call to Order

3. Approval of the Agenda

RESOLUTION #1

Moved by – Councillor Peterson
Seconded by – Councillor Balzer

Be it hereby resolved that the agenda for the May 16, 2018 Meeting of Council, be approved as printed and circulated.

.Carried

4. Disclosure of Pecuniary Interest

None.

5. Adoption of Minutes

RESOLUTION #2

Moved by – Councillor Peterson
Seconded by – Councillor Balzer

Be it hereby resolved that the minutes of the May 2, 2018 Meeting of Council be adopted, as printed and circulated.

.Carried

6. Business Arising from the Minutes

None.

7. Delegations

None.

8. Presentations

None.

9. Committee of Adjustment

RESOLUTION #3

Moved by – Councillor Peterson
Seconded by – Councillor Balzer

Be it hereby resolved that Council move into Committee of Adjustment at 4:03 p.m.

.Carried

Minutes of the Committee Adjustment Meeting can be found in the May 16, 2018 Meeting Minutes of the Committee of Adjustment.

RESOLUTION #7

Moved by – Councillor Balzer
Seconded by – Councillor Peterson

Be it hereby resolved that Council move out of the Committee of Adjustment at 4:13 p.m.

.Carried

10. Correspondence

a. General

- i. Province of Ontario -Minister of Seniors Affairs, Re: Nominations for Ontario Senior Achievement Award

RESOLUTION #8

Moved by – Councillor Balzer
Seconded by – Councillor Peterson

Be it hereby resolved that the general correspondence be received.

.Carried

b. Specific

- i. Town of Lakeshore, Re: Renovation and/or Demolition of all Buildings Containing Hazardous Materials

RESOLUTION #9

Moved by – Councillor Balzer
Seconded by – Councillor Peterson

Be it hereby resolved that the Council of the Township of Blandford-Blenheim supports the resolution of the Town of Lakeshore regarding the renovation and/or demolition of all buildings containing hazardous materials.

.Carried

11. Staff Reports

a. Rick Richardson, Director of Protective Services

- i. FC-18-10, Monthly Report

RESOLUTION #10

Moved by – Councillor Balzer
Seconded by – Councillor Peterson

Be it hereby resolved that Report FC-18-10 be received as information.

.Carried

b. John Scherer, CBO/Manager of Building Services

- i. CBO-18-08, Building By-law and Fee Review

RESOLUTION #11

Moved by – Councillor Balzer
Seconded by – Councillor Peterson

Be it hereby resolved that Report CBO-18-08 be received; and,

That Council hold a public meeting, June 20, 2018, as required by Article 1.9.1.2. – Division C of the Ontario Building Code with regards to the proposed fee increase and alterations to the Township Building Bylaw.

.Carried

ii. CBO-18-09, Monthly Report

RESOLUTION #12

Moved by – Councillor Banbury
Seconded by – Councillor Cowan

Be it hereby resolved that Report CBO-18-09 be received.

.Carried

iii. CBO-18-10, Delegation By-law

RESOLUTION #13

Moved by – Councillor Banbury
Seconded by – Councillor Cowan

Be it hereby resolved that Report CBO-18-10 be received.

.Carried

c. Jim Borton, Director of Public Works

i. PW-18-14, Bridge 39 Flood Damage Repair Tender Results

RESOLUTION #14

Moved by – Councillor Banbury
Seconded by – Councillor Cowan

Be it hereby resolved that Report PW-18-14 be received as information; and,

Further that Council accepts the low bid submitted by Theo Vandenberg Construction Inc. of Denfield for the flood damage repairs of Bridge 39 on Blenheim Road for a total of \$62,880.00 plus HST;

And further that Council accepts the provisional item to repair the underside lateral cross bracing that was heavily damaged during the flood at a unit price of \$1,380.00. There are sixteen (16) braces that should be replaced for a total of \$22,080.00 plus HST.

.Carried

d. Community Services Department

i. CS-18-05, Splash Pad

RESOLUTION #15

Moved by – Councillor Banbury
Seconded by – Councillor Cowan

Be it hereby resolved that Report CS-18-05 be received; and,

That Council accept the recommendation of the Township's Splash Pad Committee and award the Drumbo Splash Pad design, supply and installation project to ABC Recreation based on their proposal submitted April 27, 2018.

.Carried

e. Rodger Mordue, Chief Administrative Officer / Clerk

i. CAO-18-09, Main Street Revitalization Initiative

RESOLUTION #16

Moved by – Councillor Banbury
Seconded by – Councillor Cowan

Be it hereby resolved that CAO-18-09 be received as information; and,

That the Mayor and Clerk be authorized to sign a Municipal funding Agreement with the Association of Municipalities of Ontario for Ontario's Main Street Revitalization Initiative.

.Carried

ii. CAO-18-10, Fees and Charges By-law Update

RESOLUTION #17

Moved by – Councillor Cowan
Seconded by – Councillor Banbury

Be it hereby resolved that Report CAO-18-10 be received as information; and,

That Council direct staff to prepare a fees and charges by-law for the June 20, 2018 Council meeting.

.Carried

12. Reports from Council Members

RESOLUTION #18

Moved by – Councillor Peterson
Seconded by – Councillor Balzer

That correspondence from Genny Bittner regarding speed limits on the approaches to Bright be forwarded to Oxford County Public Works Department for their review and action.

.Carried

Councillor Peterson spoke highly of the Plattsville Garage Sale Day. He also met with seniors at the Plattsville Church regarding ideas targeted toward seniors that the Township could offer. He also spoke of the Mother's Day event at the Princeton Hall that had attendance of over 300 people.

Councillor Banbury spoke of concerns regarding the condition of the Princeton Cemetery and questions whether the capacity of the Community Services Department is sufficient. Councillor Cowan agreed, pointing to the maintenance of Parks and the fact that there are expanded trails and other new features to maintain.

13. Unfinished Business

None.

14. Motions and Notices of Motion

None.

15. New Business

None.

16. Closed Session

None.

17. By-laws

RESOLUTION #19

Moved by – Councillor Cowan
Seconded by – Councillor Banbury

Be it hereby resolved that a first and second reading be given to the following By-laws:

- 2071-2018, Being a By-law to provide for the adoption budgetary estimates, tax rates and to further provide for penalty interest in default of payment thereof for 2018; and,
- 2072-2018, Being a By-law to confirm the proceedings of Council.

.Carried

RESOLUTION #20

Moved by – Councillor Cowan
Seconded by – Councillor Banbury

Be it hereby resolved that a third and final reading be given to the following By-laws:

- 2071-2018, Being a By-law to provide for the adoption budgetary estimates, tax rates and to further provide for penalty interest in default of payment thereof for 2018; and,
- 2072-2018, Being a By-law to confirm the proceedings of Council.

.Carried

18. Other Business

None.

19. Adjournment and Next Meeting

RESOLUTION #21

Moved by – Councillor Cowan
Seconded by – Councillor Banbury

Whereas business before Council has been completed at 5:30 p.m.;

Be it hereby resolved that Council does now adjourn to meet again on Wednesday, June 6, 2018 at 4:00 p.m. in Council Chambers.

.Carried

Marion Wearn, Mayor
Township of Blandford-Blenheim

Rodger Mordue CAO / Clerk
Township of Blandford-Blenheim

June 6, 2018

**Members of Council
Township of Blandford-Blenheim
47 Wilmot Street
P.O. Box 100
Drumbo, Ontario
N0J 1G0**

Dear Sirs:

We have been engaged to audit the financial statements of the Corporation of the Township of Blandford-Blenheim for the year ending December 31, 2017.

Canadian generally accepted auditing standards requires that we communicate at least annually with you regarding all relationships between the Corporation and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, the standards require us to consider relevant rules and related interpretations prescribed by the appropriate provincial institute/order and applicable legislation, covering such matters as:

- Holding a financial interest, either directly or indirectly, in a client;
- Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;
- Personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
- Economic dependence on a client; and
- Provision of services in addition to the audit engagement

We are not aware of any relationship between Corporation and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence, that have occurred from January 1 to December 31, 2017.

Canadian generally accepted auditing standards require that we confirm our independence to management or persons having oversight responsibility for the financial reporting process. However, since the Rules of Professional Conduct of the CPA Ontario deal with the concept of independence in terms of objectivity, our confirmation is to be made in that context. Accordingly, we hereby confirm that we are objective with respect to the Corporation within the meaning of the Rules of Professional Conduct of the CPA Ontario as June 6, 2018.

This report is intended solely for the use of the Council and should not be used for any other purposes.

Sincerely,

Scrimgeour & Company

**SCRIMGEOUR & COMPANY
CPA PROFESSIONAL CORPORATION**

TOWNSHIP OF BLANDFORD-BLENHEIM
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2017

**TOWNSHIP OF BLANDFORD-BLENHEIM
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2017**

- 1- Independent Auditor's Report
- 2- Statement of Financial Position
- 3- Statement of Operations and Accumulated Surplus
- 4- Statement of Cash Flows
- 5- Statement of Change in Net Financial Assets
- 6- to -12- Notes to Financial Statements
- 13- Schedule 1 - Schedule of Tangible Capital Assets
- 14- Schedule 2 - Schedule of Segmented Information

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Township of Blandford-Blenheim

We have audited the accompanying financial statements of Township of Blandford-Blenheim, which comprise the statement of financial position as at December 31, 2017 and the statements of operations and accumulated surplus, cash flows, and change in net financial assets for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Township of Blandford-Blenheim as at December 31, 2017 and its financial performance and its changes in net financial assets and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

June 6, 2018
London, Ontario

LICENSED PUBLIC ACCOUNTANT

**TOWNSHIP OF BLANDFORD-BLENHEIM
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2017**

	2017	2016
FINANCIAL ASSETS		
Cash and short-term investments (note 3)	\$ 4,287,360	\$ 3,426,332
Taxes receivable	1,365,022	1,309,446
Accounts receivable	742,069	602,079
	6,394,451	5,337,857
LIABILITIES		
Accounts payable and accrued liabilities	1,194,526	693,430
Deferred revenue (notes 1.g. and 6)	1,272,634	1,357,263
Net long-term liabilities (note 7)	1,469,727	1,728,471
	3,936,887	3,779,164
NET FINANCIAL ASSETS	2,457,564	1,558,693
NON-FINANCIAL ASSETS (note 1.d.)		
Tangible capital assets (note 1.e.) (Schedule 1)	33,193,020	32,855,796
Capital work in progress	513,027	216,780
Prepaid expenditures	32,905	32,492
	33,738,952	33,105,068
ACCUMULATED SURPLUS (note 8)	\$ 36,196,516	\$ 34,663,761

The accompanying notes are an integral part of these financial statements.

TOWNSHIP OF BLANDFORD-BLENHEIM
STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS
FOR THE YEAR ENDED DECEMBER 31, 2017

	Budget 2017	Actual 2017	Actual 2016
REVENUE			
Taxation revenue	\$ 4,710,398	\$ 4,715,494	\$ 4,430,486
User charges	912,319	938,619	867,524
Government grants	1,757,270	1,945,060	1,925,614
Investment income	46,378	42,987	33,853
Penalty and interest on taxes	130,000	182,874	172,713
Other	50,600	71,487	110,186
	7,606,965	7,896,521	7,540,376
EXPENDITURES			
General government	767,952	791,615	910,627
Protection to persons and property	2,025,202	2,075,132	2,018,103
Transportation services	5,202,361	2,942,730	3,262,757
Health	57,649	49,788	51,489
Recreation and cultural development	1,301,300	994,692	993,091
Planning and development	79,813	69,753	68,370
	9,434,277	6,923,710	7,304,437
(Excess operating expenditure over revenue) before other revenue (expenditures)	(1,827,312)	972,811	235,939
OTHER REVENUE (EXPENDITURES)			
Government transfers related to capital	187,233	158,972	115,071
Developer and other contributions related to capital	540,170	410,969	114,770
Gain (loss) on disposal of capital assets	285,000	(9,997)	(22,722)
	1,012,403	559,944	207,119
Excess revenue over expenditures for the year	(814,909)	1,532,755	443,058
ACCUMULATED SURPLUS, BEGINNING OF YEAR	34,663,761	34,663,761	34,220,703
ACCUMULATED SURPLUS, END OF YEAR (note 8)	\$ 33,848,852	\$ 36,196,516	\$ 34,663,761

The accompanying notes are an integral part of these financial statements.

**TOWNSHIP OF BLANDFORD-BLENHEIM
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017**

	2017	2016
OPERATIONS		
Excess revenue over expenditures (page 3)	\$ 1,532,755	\$ 443,058
Non-cash changes to operations		
Amortization of tangible capital assets	1,573,901	1,607,257
Loss (gain) on disposal of capital assets	19,306	39,907
Changes in non-cash operating balances (A)	220,901	918,252
Net change in cash from operating activities	3,346,863	3,008,474
CAPITAL		
Acquisition of tangible capital assets	(1,930,431)	(1,339,411)
Decrease (increase) in work in progress	(296,247)	(67,963)
Decrease (increase) in prepaid expenditure	(413)	59,268
Net change in cash from capital activities	(2,227,091)	(1,348,106)
FINANCING		
Net change in long-term debt	(258,744)	(323,697)
Net change in cash position during the year	861,028	1,336,671
CASH, BEGINNING OF YEAR	3,426,332	2,089,661
CASH, END OF YEAR	\$ 4,287,360	\$ 3,426,332
CASH CONSISTS OF:		
Bank and short-term investments	\$ 4,287,360	\$ 3,426,332

(A) Net change in non-cash operating balances includes the net change in taxes receivable, accounts receivable, accounts payable and accrued liabilities and deferred revenue.

The accompanying notes are an integral part of these financial statements.

**TOWNSHIP OF BLANDFORD-BLENHEIM
STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2017**

	2017	2016
Excess of revenue over expenditures (page 3)	\$ 1,532,755	\$ 443,058
Amortization of tangible capital assets	1,573,901	1,607,257
Acquisition of tangible capital assets	(1,930,431)	(1,339,411)
(Gain) loss on sale of tangible capital assets	19,306	39,907
Increase in work in progress	(296,247)	(67,963)
Increase in prepaid expenditures	(413)	59,268
Increase (decrease) in net financial assets	898,871	742,116
NET FINANCIAL ASSETS, BEGINNING OF YEAR	1,558,693	816,577
NET FINANCIAL ASSETS, END OF YEAR	\$ 2,457,564	\$ 1,558,693

The accompanying notes are an integral part of these financial statements.

**TOWNSHIP OF BLANDFORD-BLENHEIM
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017**

The Corporation of the Township of Blandford-Blenheim (the Township) is a lower-tier Township in the Province of Ontario, Canada. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

1. Significant accounting policies

The financial statements of the Township are the representation of management prepared in accordance with Canadian public sector accounting standards.

The focus of these financial statements is on the financial position of the Township and changes thereto. The Statement of Financial Position reports financial assets and liabilities. Financial assets are available to provide resources to discharge existing liabilities or finance future operations. Net financial assets represents the financial position of the Township and is the difference between financial assets and liabilities. This information explains the Township's overall future revenue requirements and its ability to finance activities and meet its obligations.

a. Reporting entity

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

b. Trust funds

Trust funds and their related operations administered by the Township are not consolidated, but are reported separately on the Trust Funds Financial Statements.

c. Accrual accounting

The accrual basis of accounting recognizes revenue as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

d. Non-financial assets

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

**TOWNSHIP OF BLANDFORD-BLENHEIM
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017**

1. Significant accounting policies continued

e. Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The costs, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Buildings and structures	15-40 years
Fleet	8-30 years
Streetlights	25 years
Equipment	5-25 years
Infrastructure - transportation	15-50 years
Infrastructure - drainage	80 years
Bridges and other structures	30-80 years

Amortization is charged for a half year in the year of acquisition and in the year of disposal.

The Township has a capitalization threshold of \$5,000 so that individual assets of lesser value are expensed unless they are pooled because collectively they have a significant value.

(ii) Leases

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

(iii) Contributions of tangible capital assets

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

**TOWNSHIP OF BLANDFORD-BLENHEIM
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017**

1. Significant accounting policies continued

f. Short-term investments

Short-term investments are recorded at cost. Market value approximates cost.

g. Deferred revenue

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

h. Financial instruments

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

i. Revenue recognition

Government grants and transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

j. Use of estimates

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

k. Budget

The Township's Council completes separate budget reviews for its operating and capital budget each year. The approved operating budget for 2017 is reflected on the Statement of Operations and Accumulated Surplus. For capital spending, budgets are set for individual projects and funding for these activities is determined annually and made by transfers from surplus funds and by application of applicable grants or other funds available to apply to capital projects.

**TOWNSHIP OF BLANDFORD-BLENHEIM
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017**

2. Trust funds

Trust funds administered by the Township amounting to \$196,283 (2016 - \$189,503) have not been included in the Statement of Financial Position nor have their operations been included in the Statement of Operations.

3. Investments

The Township does not own any short-term investments.

4. Pension agreements

The Township makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of services and rates of pay. The amount contributed to OMERS for 2017 was \$128,717 (2016 - \$117,355) for current service and is included as an expenditure on the Statement of Operations. The Township had no obligation, as at December 31, 2017, under the past service provisions. The OMERS funding ratio for 2017 is 94.2% (2016 - 93.4%), with the goal of being fully funded by 2025.

5. Operations of School Boards and the Township of Blandford-Blenheim

The Township is required to bill, collect and remit taxation revenue on behalf of the School Boards and the County of Oxford pursuant to provincial legislation. The Township has no jurisdiction or control over the operations of these entities or the setting of their tax rates. Therefore, the taxation, other revenue, expenditures, assets and liabilities with respect to the operations of the School Boards and the County are not reflected in these financial statements. Taxation revenue billed and requisitions paid on behalf of the School Boards and County of Oxford are not reflected in the Statement of Operations and are comprised of the following:

	School Boards	County
Taxation	\$ 3,378,756	\$ 4,891,670
Requisitions	\$ 3,378,756	\$ 4,891,670

**TOWNSHIP OF BLANDFORD-BLENHEIM
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017**

6. Deferred revenue

The deferred revenue balance is comprised of the following:

	2017	2016
Development charges	\$ 247,725	\$ 571,805
Federal gas tax	1,024,909	785,458
	\$ 1,272,634	\$ 1,357,263

7. Net long-term liabilities

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

	2017	2016
Total long-term liabilities, incurred by the Township and outstanding at the end of the year, amount to:	\$ 1,483,757	\$ 1,745,065
Of the long-term liabilities above, the responsibility for payment of principal and interest charges for tile drain loans assumed by individuals. At the end of the year, the outstanding principal amount of this liability is:	(14,030)	(16,594)
Net long-term liabilities at the end of the year:	\$ 1,469,727	\$ 1,728,471

b. Of the net long-term liabilities reported in a. of this note, the minimum principal repayments required are estimated as follows:

	Recoverable from ratepayers	Recoverable from tax rate
2018	\$ 29,319	\$ 230,000
2019	\$ 29,905	\$ 230,000
2020	\$ 30,503	\$ 230,000
2021	\$ -	\$ 230,000
2022	\$ -	\$ 230,000

**TOWNSHIP OF BLANDFORD-BLENHEIM
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017**

7. Net long-term liabilities continued

- c. The long-term liabilities in (a) issued in the name of the Township have received approval of the Ontario Municipal Board for those approved on or before December 31, 1992. Those approved on or after January 1, 1993 have been approved by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs.
- d. The Township is contingently liable for long-term liabilities with respect to tile drainage loans. The total amount outstanding as at December 31, 2017 is \$14,030 (2016 - \$16,594) and is not recorded on the Statement of Financial Position.
- e. The Township paid interest on its long-term liabilities of \$52,454 (2016 - \$62,080).

8. Accumulated surplus

The accumulated surplus is comprised of the following:

	2017	2016
Surplus		
Operations	\$ 390,166	\$ 105,407
Invested in tangible capital assets	31,981,705	31,364,081
Reserves	3,824,645	3,194,273
	\$ 36,196,516	\$ 34,663,761

9. Tax revenue

Property tax billings are prepared by the Township based on an assessment roll prepared by the Municipal Property Assessment Corporation. All assessed property values in the Township were reviewed and new values established based on a common valuation date which was used by the Township in computing the 2017 property tax bills. Property tax revenue and tax receivables are subject to appeals which may not have been heard yet. Any supplementary billing adjustments made necessary by the determination of such appeals will be recognized in the fiscal year they are determined and the effect shared with the Township of Blandford-Blenheim and the appropriate school boards.

**TOWNSHIP OF BLANDFORD-BLENHEIM
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017**

10. Commitment

The Township entered into a policing contract that expires on December 31, 2019 with the Ontario Provincial Police. The contracted amount paid for 2017 was \$936,980 (2016 - \$921,177).

11. Public sector salary disclosure

There was one employee paid a salary, as defined in the Public Sector Disclosure Act, 1996 of \$100,000 or more by the Township.

12. Contaminated sites

The Township has reviewed their land inventory in accordance with PSAB 3260 for possible contamination. The Township has not recognized a liability for contaminated sites as the Township does not expect that future economic benefits will be given up for remediation of any properties.

13. Segmented information

Segmented information is presented on Schedule 2. The Township is a diversified Township and provides a wide range of services to its citizens including police, through contracted services, fire, transportation and community services, including recreation and planning. The general government segment includes such functions as finance, council and administrative offices.

14. Annexation

On August 17, 2005 the Minister of Municipal Affairs and Housing issued a restructuring order to allow an area of approximately 2,900 acres to be annexed into the Corporation of the City of Woodstock from the Township. The effective date of the annexation was September 1, 2005. The Township and the City of Woodstock also entered into a compensation agreement whereby the City will effectively pay the Township a base amount for the loss of current tax revenue and a percentage of future tax revenue. The future tax revenue will depend on the level of development of the annexed lands. This compensation is included in Government Grant revenue on the Statement of Operations and Accumulated Surplus.

**TOWNSHIP OF BLANDFORD-BLENHEIM
SCHEDULE OF TANGIBLE CAPITAL ASSETS
DECEMBER 31, 2017**

-13-
Schedule 1

	Land and Land Improvements	Buildings	Fleet	Machinery and Equipment	Furniture and Fixtures	Bridges and Roads	2017 Total	2016 Total
COST								
Balance, beginning of year	\$ 4,687,182	\$ 8,567,114	\$ 4,150,772	\$ 2,926,215	\$ 884,691	\$ 37,801,306	\$ 59,017,280	\$ 58,192,585
Add:								
Additions during the year	263,935	84,849	89,954	124,660	309,883	1,057,150	1,930,431	1,339,411
Less:								
Disposals during the year	-	(35,296)	-	(41,723)	(47,322)	(91,693)	(216,034)	(514,716)
Balance, end of year	4,951,117	8,616,667	4,240,726	3,009,152	1,147,252	38,766,763	60,731,677	59,017,280
ACCUMULATED AMORTIZATION								
Balance, beginning of year	500,769	2,563,983	1,969,583	1,120,582	469,474	19,537,093	26,161,484	25,029,036
Add:								
Amortization during the year	46,231	269,898	253,641	201,068	51,422	751,641	1,573,901	1,607,257
Less:								
Disposals during the year	-	(34,797)	-	(28,466)	(46,089)	(87,376)	(196,728)	(474,809)
Balance, end of year	547,000	2,799,084	2,223,224	1,293,184	474,807	20,201,358	27,538,657	26,161,484
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	\$ 4,404,117	\$ 5,817,583	\$ 2,017,502	\$ 1,715,968	\$ 672,445	\$ 18,565,405	\$ 33,193,020	\$ 32,855,796

This schedule is provided for information purposes only.

**TOWNSHIP OF BLANDFORD-BLENHEIM
SCHEDULE OF SEGMENTED INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2017**

	General Government	Protective Services	Transportation	Health	Recreation and Culture	Planning and Development	Total
REVENUE							
Taxation	\$ 4,715,494	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,715,494
User fees	45,079	335,515	271,792	33,069	221,785	31,379	938,619
Government grants	1,658,482	87,635	229,076	-	98,137	30,702	2,104,032
Investment income	38,474	-	-	4,406	-	107	42,987
Penalty and interest on taxes	182,874	-	-	-	-	-	182,874
Other	-	26,832	-	-	44,655	-	71,487
Capital revenue	(9,997)	143,000	116,000	-	151,969	-	400,972
	6,630,406	592,982	616,868	37,475	516,546	62,188	8,456,465
EXPENDITURES							
Salaries and benefits	497,268	577,266	692,981	5,198	350,986	55,838	2,179,537
Materials, goods and services	255,332	1,297,085	1,180,957	44,514	386,184	6,200	3,170,272
Amortization	39,015	200,781	1,068,792	76	257,522	7,715	1,573,901
	791,615	2,075,132	2,942,730	49,788	994,692	69,753	6,923,710
EXCESS OF REVENUE OVER EXPENDITURES	\$ 5,838,791	\$ (1,482,150)	\$ (2,325,862)	\$ (12,313)	\$ (478,146)	\$ (7,565)	\$ 1,532,755

This schedule is provided for information purposes only.

OXFORD COUNTY PUBLIC WORKS

**DRUMBO & PRINCETON CLASS EA STUDY
UPDATES**

PRESENTATION TO BLANDFORD BLENHEIM COUNCIL

June 6, 2018

**DEBORAH GOUDREAU, P.ENG.
MANAGER OF WATER AND WASTEWATER SERVICES**

OUTLINE

- Drumbo WWTP Expansion Class EA Study
 - Background
 - Growth forecasts
 - Technology evaluation
 - Recommendations
- Princeton Wastewater Servicing
 - Background
 - Technology review
 - Cost estimates
 - Public Health stormwater sampling
 - Recommendations
- Next Steps

BACKGROUND – DRUMBO WWTP EXPANSION

CLASS EA STUDY

History of the Drumbo WWTP Expansion

- Class Environmental Assessment Process began in 2012
- Treatment facility nearing capacity:
 - Development restricted
 - Experiencing challenges in meeting effluent objectives/criteria
- Phases 1 and 2 completed in spring 2017:
 - Recommended expanding the WWTP on the same site to service growth for Drumbo only
 - Community questioned ability of the proposed works to accommodate future growth

DRUMBO WWTP EXPANSION CLASS EA STUDY

Activity since spring 2017

- Further reviewed growth forecasts from a Township-wide perspective
- In depth evaluation of treatment technology design alternatives
- Reviewed/Updated cost estimates
- Ready to proceed to final public consultation and issue of notice of completion

TOWNSHIP GROWTH FORECASTS

- Population Household and Employment Forecasts and Employment Lands Study
 - Growth projections for 20 year planning horizon
 - Projections are on an Area Municipal basis not village/system specific

- Existing land supply (lots) (773)
 - Drumbo 411
 - Plattsville 137
 - Partially Serviced Villages 225

- OP directs the majority of growth to fully serviced villages

TOWNSHIP GROWTH PROJECTIONS

- Blandford Blenheim Projected Growth (20 yr)
418 dwelling units
- Existing approved development
 - Plattsville 137
 - Drumbo 86
- New Rural Housing 48
- Remaining demand 147

- Drumbo WWTP 233 additional lots
or 450 m³/day

TECHNOLOGY REVIEW/EVALUATION

- Two shortlisted technologies:
 - Sequencing Batch Reactor (SBR) & Tertiary Filter (current WWTP technology)
 - Membrane Bioreactor (MBR)
- Evaluation
 - Capital costs similar
 - Operating costs higher for MBR (membrane replacement and electricity costs)
 - SBR/Filter use limited by phosphorus effluent criteria

DRUMBO RECOMMENDED DESIGN ALTERNATIVE

- Membrane Bioreactor (MBR) plant
 - Prefabricated, modular unit(s)
 - Retrofitted into existing plant
 - Rated for 322 m³/d initially
 - Expandable to approximately 450 m³/d to meet growth
- Capital Cost Estimates
 - \$2.6M for 322 m³/d
 - \$3.7M for 450 m³/d
- Operating Cost
 - \$350K annually or an additional \$15 - \$20 per month per customer

BACKGROUND – PRINCETON WASTEWATER SERVICING STUDY

- Class Environmental Assessment Process began in 2011
- In spring 2017, staff recommended not installing municipal wastewater services to Princeton
 - High cost (capital & operating)
 - Lack of demonstrated public health need
 - Does not conform with OP growth management policies
- County Council directed staff to further investigate packaged plant option (Newterra MBR technology)
- County Council adopted the development of a Sustainable Community Servicing Plan to guide the evaluation of water/wastewater service extensions/new systems.

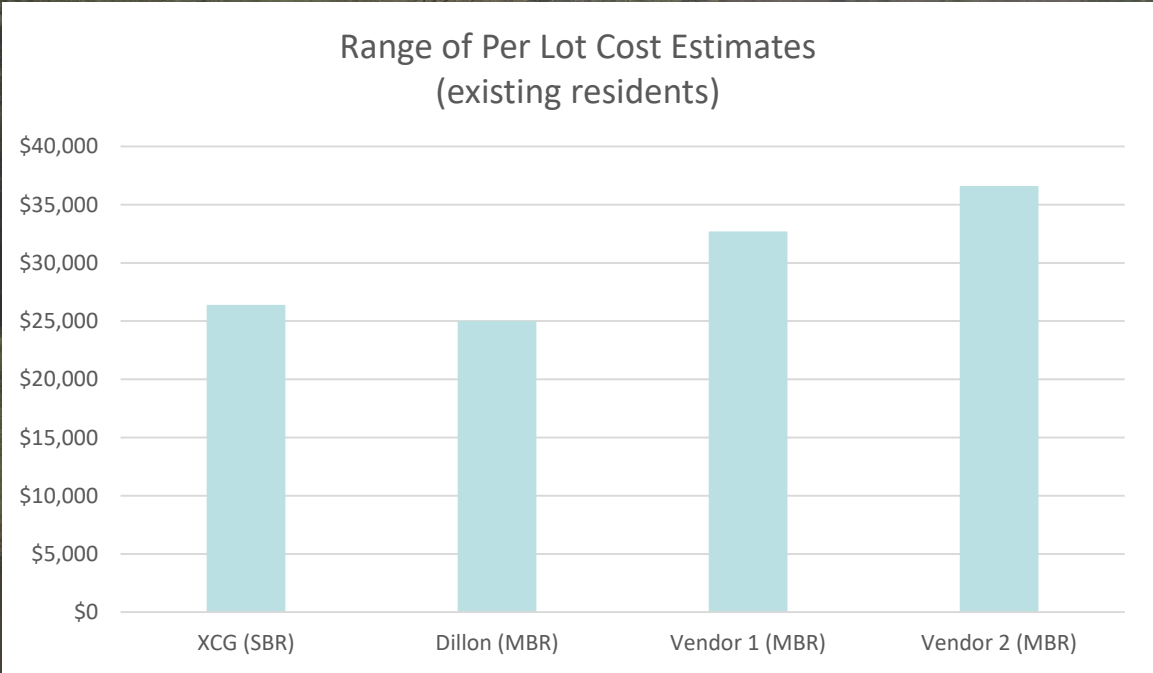
TECHNOLOGY REVIEW – PACKAGED MBR TREATMENT FACILITIES

Packaged MBR Treatment Facilities

- Staff toured the Newterra MBR plant in Talbotville, Ontario on February 21, 2018
- Robust, capable treatment process
- Modular to allow for phased growth
- Interviewed Newterra and Municipal staff on
 - Operations
 - Financing
 - Staging
- Obtained quotations from 2 MBR manufacturers/suppliers for Princeton servicing

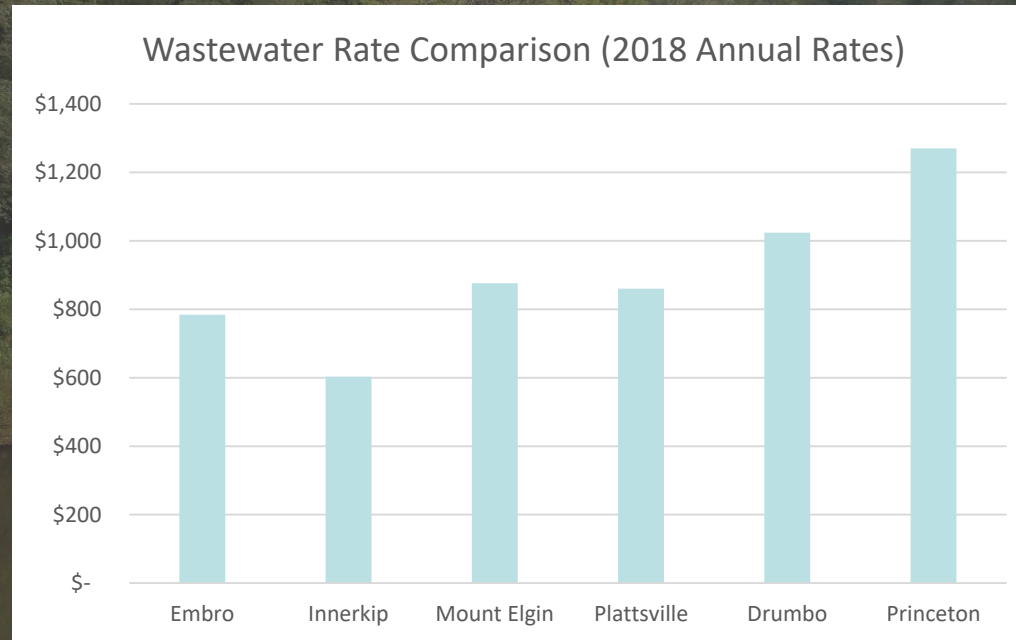
CAPITAL COST ESTIMATES

- Updated cost estimates based on:
 - Traditional gravity collection system
 - Cost estimates received from Vendors



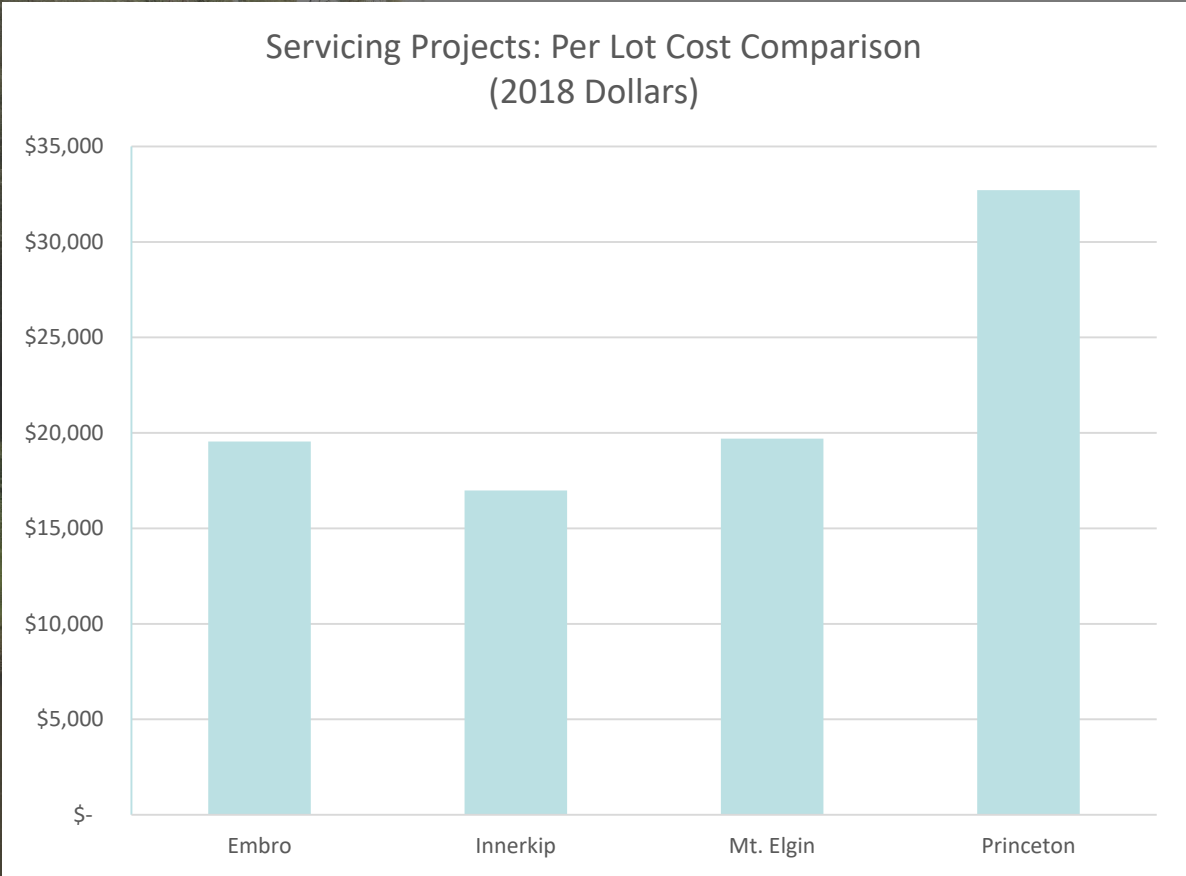
OPERATING & MAINTENANCE COST ESTIMATES

- O&M Cost estimates for MBR plant and collection system:
 - Approximately \$1,270 per customer per year
 - Does not include debt repayment



COST COMPARISONS

- Chart illustrates per lot cost of servicing Princeton in comparison with other County servicing projects



PUBLIC HEALTH STORMWATER SAMPLING

- Three rounds of water sampling have been conducted in the Princeton area
- First round by A&A Environmental Consultants
 - A&A concluded results showed impacts from local septic systems
 - Results were reviewed by Public Health Ontario who disagreed. Results not consistent with human fecal contamination
- Public Health conducted two rounds of sampling in 2016 and 2017
 - Results consistently below 100,000 CFU level that indicates sewage contamination
 - One sample site had elevated *E. coli* levels in fall 2016 sample round attributable to ASM application on adjacent farm

PRINCETON WASTEWATER SERVICING - RECOMMENDATIONS

- Maintain Princeton on private services
- Continue to Septic Smart Outreach and Education Program
- Close out Class Environmental Assessment Study Process

NEXT STEPS

- Present findings to County Council on June 13, 2018
- Drumbo
 - Hold PIC
 - Finalize Environmental Study Report
 - Post Notice of Completion
 - 30-day Comment Period
- Princeton
 - Post Notice of Completion
 - 30-day Comment Period



Questions?



Media Release

The Regional Municipality of Halton

HEAD OFFICE
1151 Bronte Road
Oakville, ON L6M 3L1

Tel: 905-825-6000
Toll free: 1-866-442-5866
TTY: 905-827-9833
halton.ca

For Immediate Release

February 21, 2018

Halton Municipalities launch Court challenge to confirm their jurisdictional role in proposed Milton truck-rail project

The Region of Halton, the Town of Milton, the City of Burlington, the Town of Halton Hills and the Town of Oakville, and Conservation Halton today announced they are commencing a joint Court application to confirm their jurisdiction to review the impacts of a major truck-rail project proposed by Canadian National Railway (CN) in the Town of Milton.

The application follows CN's assertion that the project is a matter of exclusive federal jurisdiction, and that neither the province nor the municipalities have any regulatory role with respect to it.

Halton Regional Chair Gary Carr, Mayor Gordon Krantz of Milton, Mayor Rick Goldring of Burlington, Mayor Rick Bonnette of Halton Hills, Mayor Rob Burton of Oakville and Chair Gerry Smallegange of Conservation Halton were present for the announcement.

"The Halton Municipalities are committed to protecting resident interests and vision for our communities," said Gary Carr, Chair of Halton Region. "CN's absolute rejection of provincial and municipal government jurisdiction leaves the Halton Municipalities no choice but to pursue legal action to confirm our legitimate role in assessing this project."

The application will seek a declaration confirming the legitimate role and jurisdiction of the Province and the Halton Municipalities with respect to CN's proposed project.

Since 2014, the Halton Municipalities have cooperated in assessing the 400-acre project for potential effects relating to areas of provincial and municipal responsibility through the Federal Environmental Assessment process.

While the review is not yet complete, Halton's municipalities are concerned that the project, located in close proximity to existing and planned residential communities, could have major implications for the community of Halton. Over 1,600 truck trips are planned for the site every day, resulting in local concerns for Halton residents including traffic congestion, safety, noise, dust, lighting and environmental issues.

“It is inconceivable that a project could put 1,600 truck trips on area Regional roads, but somehow be immune from review by the governments that run those roads, just because the project also involves rail aspects,” said Mayor Gordon Krantz. “If CN succeeds in their position, it is something that every Mayor in Ontario and Canada should be concerned about.”

For more information, please visit halton.ca/cn.

The Regional Municipality of Halton serves more than 550,000 residents in the City of Burlington, the Town of Halton Hills, the Town of Milton, and the Town of Oakville. Halton Region is committed to meeting the needs of its residents through the delivery of cost-effective, quality programs and services, including water and wastewater; Regional roads and planning; paramedic services; waste management; public health; social assistance; children’s and seniors’ services; housing services; heritage programs; emergency management and economic development. For more information, dial 311 or visit Halton Region’s website at halton.ca.

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Media Contact:

Lindsay Di Tomasso
Communications Advisor
Halton Region
905-825-8000 x7889
Lindsay.DiTomasso@halton.ca

Backgrounder: Proposed Milton Truck-Rail Hub Project

Overview of the Project

- Canadian National Railway (CN) Rail is proposing to build a new truck-rail hub that will include the development of 400 acres of land in the Town of Milton.
- The total CN site is 1,200 acres and CN has not disclosed its plans for the remaining 800 acres.
- The proposed project includes new mainline rail which will double the existing track line and add over 20 kilometers of new rail yard track.
- The proposed truck - rail hub would bring at least 1,600 truck trips to and from the facility each day.
- The proposed facility is planned to operate 24/7 and there are associated concerns with issues such as noise, odour, and lighting on nearby existing and approved residential communities.
- The project is currently being assessed by a Canadian Environmental Assessment Agency Joint Review Panel Process.

The Issue

- CN claims that the truck-rail hub is a matter of exclusive federal jurisdiction, and that neither the Province nor the Halton Municipalities have any regulatory role with respect to the project, whatsoever.
- The Halton Municipalities reject CN's view
- The Halton Municipalities recognize that the rail aspects of the truck-rail hub are matter of federal jurisdiction; however, this project is about more than rail lines: significant non-rail aspects and their potential effects engage multiple areas of provincial and municipal government jurisdiction.
- Most of these areas of provincial and municipal government interest are not covered in any way by federal government oversight.
- If CN's position were accepted it would lead to a regulatory gap which means that CN, a for-profit company, would be self-regulating in areas that should be regulated by the Province and the Municipalities.

Project Concerns

- It is premature for the Halton Municipalities to take a formal position on the project; however, we do have concerns about the potential impacts to our communities based on the information provided through the Federal EA process so far. These concerns can be summarized as follows:
 - **Traffic congestion:** The potential effect that 1,600 daily truck trips could have on Regional roads, including traffic congestion, as well as the safety of motorists, cyclists, pedestrians and families in the surrounding communities.
 - **Growth and community vision:** Significant work has been done to create comprehensive plans for our communities based on Provincial planning objectives. There are thousands of homes in the immediate vicinity of the proposed truck-rail hub. The 24/7 operation of the hub will interfere with resident interests.
 - **Health and safety:** The potential effect of noise, dust and lighting on nearby existing and approved residential communities.
 - **Environment:** The potential effect of emissions, storm water discharge, water takings and watercourse alterations, as well as threats to environmentally-sensitive lands in provincially-designated Greenbelt lands.



Legislative & Planning Services
Department
Office of the Regional Clerk
1151 Bronte Road
Oakville ON L6M 3L1

VIA EMAIL

April 11, 2018

Federation of Canadian Municipalities, Brock Carlton
Association of Municipalities of Ontario, Pat Vanini
Large Urban Municipal Caucus of Ontario (LUMCO), Mayor Jeffrey
Mayors and Regional Chairs Caucus of Ontario (MARCO), Ken Seiling
Rural Ontario Municipal Association (ROMA), Mayor Ronald Holman
Northwestern Ontario Municipal Association (NOMA), Mayor Wendy Landry
Federation of Northern Ontario Municipalities (FNOM), Mayor Alan Spacek
Conservation Authority of Ontario, Richard Hibma
all Ontario municipalities

Please be advised that at its meeting held Wednesday, March 28, 2018, the Council of the Regional Municipality of Halton adopted the following resolution:

RESOLUTION: Seeking Support on the Court Application Involving the CN Truck-Rail Development in the Town of Milton

WHEREAS under the Municipal Act, Ontario municipalities have the authority and responsibility to advance and protect the “economic, social and environmental well-being of the municipality” and the “health, safety and well-being of persons”;

WHEREAS the Provincial Government has designated Ontario municipalities to have responsibility to establish official plans that meet or exceed provincial standards for managing and directing physical change and effects on the social, economic, built and natural environment;

WHEREAS Halton Region and its area municipalities (“Halton Municipalities”), in partnership with Conservation Halton, have carried out multi-year, multi-phase planning processes to update their applicable official plans to address all relevant provincial plans and policy and foster healthy communities;

WHEREAS the most recent Halton Region official plan process engaged railways, including CN Rail, and was amended to accommodate stated railway plans for rail-supported development;

Regional Municipality of Halton

HEAD OFFICE: 1151 Bronte Rd, Oakville, ON L6M 3L1

905-825-6000 | Toll free: 1-866-442-5866

WHEREAS contrary to its own stated plans, CN Rail has declared its intention to proceed with a new stand-alone, truck-rail development in the Town of Milton that would operate 7 days a week, 24 hours a day and add at least 1,600 truck trips a day on regional roads located in close proximity to existing and planned residential communities;

WHEREAS CN Rail has declared that Ontario and the Halton Municipalities have no regulatory role whatsoever with respect to the truck-rail development;

WHEREAS the Halton Municipalities, Conservation Halton, and Halton residents have concerns about the impacts of CN's proposed development on traffic congestion, community growth, health and safety, and the local environment;

WHEREAS the Halton Municipalities and Conservation Halton recognize that railways are a matter of federal jurisdiction, but assert that truck-rail developments have non-rail aspects that engage multiple areas of provincial and municipal government regulatory responsibility;

WHEREAS CN's truck-rail development engages numerous provincial and municipal by-laws, policies and plans that govern growth in the Halton Municipalities, including but not limited to, policies in Ontario's Growth Plan, Greenbelt Plan, the Provincial Policy Statement, and the provincially approved Official Plan for Halton Region and the Town of Milton;

WHEREAS CN's position that its proposed truck-rail development falls exclusively under federal jurisdiction, if upheld, would create a regulatory gap that would prevent the Province of Ontario, the Halton Municipalities and Conservation Halton from discharging their statutory responsibilities, and leave CN Rail, a for-profit company, to self-regulate on matters that engage provincial and municipal responsibilities;

WHEREAS the Halton Municipalities and Conservation Halton have commenced a Court Application (the "Application") to confirm their legitimate regulatory role in respect of the proposed CN development; and

WHEREAS irrespective of the merits of CN's proposed development, CN's interpretation of jurisdiction over this development, if upheld, would be detrimental to all provinces and municipalities that contain existing or proposed developments that engage matters of federal, provincial and municipal regulatory interest.

NOW THEREFORE BE IT RESOLVED:

1. THAT Regional Council endorse the principles that:
 - a. there must be a cooperative approach to all developments that engage federal, provincial and municipal regulatory matters.

- b. the existence of federal regulation over a development does not preclude and may require provincial and municipal regulation of the proposed development to avoid regulatory gaps.
2. THAT Halton Region calls on the Government of Ontario to join the Court Application of the Halton Municipalities.
3. THAT a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Bill Mauro, Minister of Municipal Affairs; the Honourable Yasir Naqvi, Attorney General of Ontario; Halton's Members of Parliament (MPs), Members of Provincial Parliament(MPPs), and Leaders of the Opposition Parties.
4. THAT a copy of the attached resolution be forwarded to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO), the Large Urban Municipal Caucus of Ontario (LUMCO), the Mayors and Regional Chairs Caucus of Ontario (MARCO), the Rural Ontario Municipal Association (ROMA), the Northwestern Ontario Municipal Association (NOMA), Federation of Northern Ontario Municipalities (FNOM), the Conservation Authority of Ontario, and to all Ontario municipalities for their endorsement.

As per the above resolution, please accept this correspondence and attached resolution for your information and consideration.

If you have any questions please contact me at extension 7110 or the e-mail address below.

Sincerely,



Graham Milne
Regional Clerk
graham.milne@halton.ca

Drumbo Lions Club



June 5, 2018

Re: Harvest Carnival

Dear Mayor Wearn and Blandford-Blenheim Township Council Members,

The Drumbo Lions Club continues their efforts of raising funds for projects that help support the engagement, enhancement and growth of our community.

The Harvest Carnival is an event that the Drumbo Lions Club has been holding for the last 61 years and we would like to continue that tradition again this year. The Harvest Carnival is held at the Drumbo Park on the third weekend in August which falls on August 17th, 18th and 19th, 2018. The Drumbo Lions Club would like to operate a licensed beer garden (will consist of a tent and temporary fencing) for the duration of the weekend and would also like to organize a "hoedown" in the pavilion on August 18, 2018. Along with alcohol sales during the "hoedown", the Drumbo Lions Club would also like to have food for sale.

We respectfully request Council's permission to hold this event of "municipal significance" at the Drumbo Park on the dates mentioned above. We would also request to schedule the pavilion for these dates.

Please find a sketch of the areas proposed to use for the event attached.

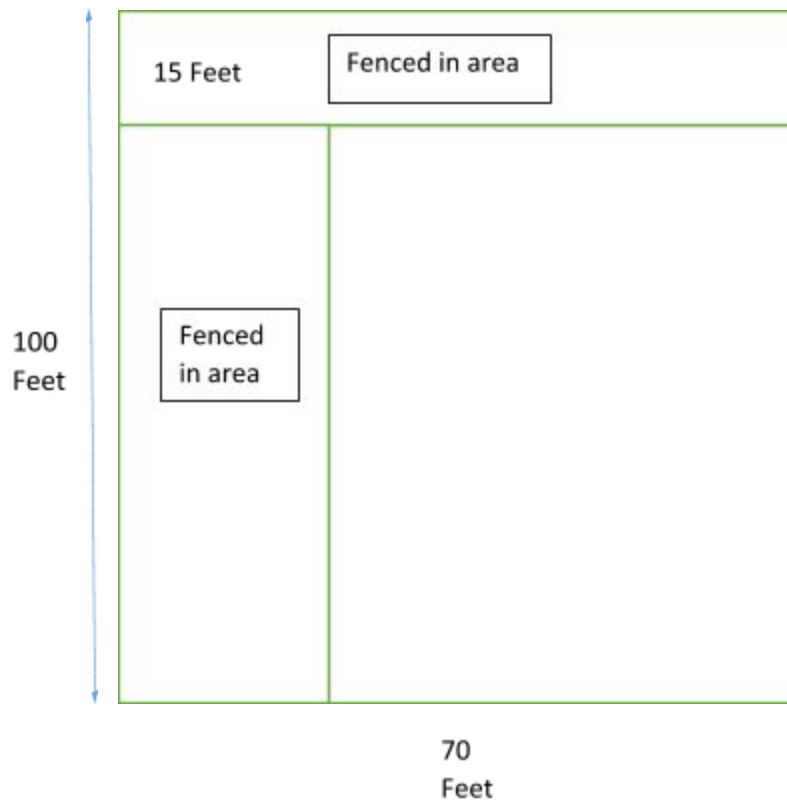
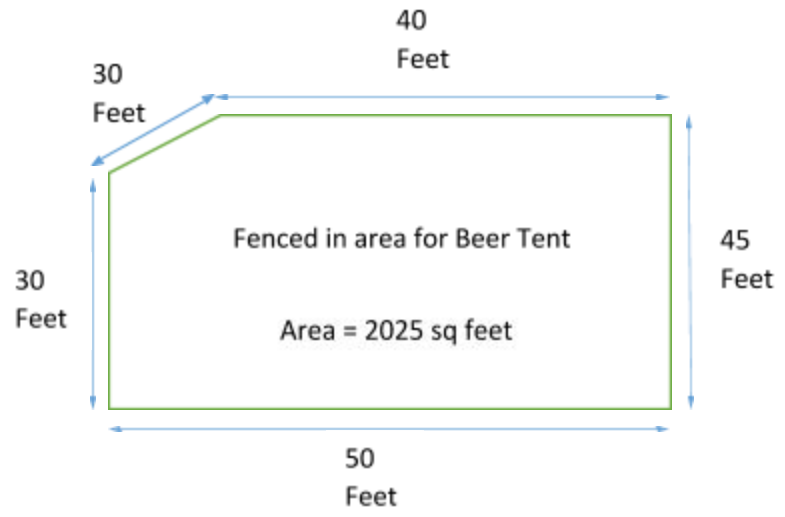
Once provided with written consent from Council, we will be applying for a liquor licence for the beer garden and a food permit for the "hoedown".

If any further information is needed, please contact Justin Read at 226-989-2225 or Kristin Darling at 519-533-7719.

Thank you for your consideration in this request.

Yours sincerely,

The Drumbo Lions Club





TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From:	Jim Harmer Drainage Superintendent
Reviewed By:	Rodger Mordue	Date:	May 23 2018
Subject:	Consideration of Report Section 4 Hofstetter Road Drain	Council Meeting Date:	June 6, 2018
Report #:	DS-18-07		

Recommendation:

That report DS 18-07 be received as information;

And further that council gives consideration to By-Law No. 2073-2018 for the Hofstetter Road Drain for first and second reading (provisional by-laws);

And further that the Court of Revision be set for Wednesday July 4, 2018 at 4:00 p.m.

Lastly It is also recommend that the Engineer be directed to invite tenders for the Hofstetter Drain with tender closing June 27th , 2018 at noon

Background:

On June 7th , 2017 Kenn Smart, P.ENG. was appointed Engineer, to file a reports on the Hofstetter Road Drain under Section 4 and 8 of the Drainage Act which provide for drainage in the area of the Hofstetter Road Extension by the Director of Public Works for a drainage outlet

Analysis/Discussion:

The report has been mailed to the assessed owners and effected agencies in accordance with Section 41 of the Drainage Act. The report will be considered on June 6, 2018 at 4:00 p.m. in accordance with Section 42 of the Drainage Act. All owner and agencies have been invited and the Engineer will be in attendance to present the reports and answer any questions.

Provide no major concern are expressed, the By-Law's (copy's attached) can be provisionally adopted and Court of Revision date set

Financial Considerations:

Cost of report is assess to effected ratepayer as per the Schedule of Assessment in the drain report

Township Road assessment is \$61,007.00 which includes special for road crossings

Attachments:

Draft By-Law's # 2073-2018 attached to agenda

Copy of Reports attached to agenda as Part 1, Part 2 ,Part 3 Part 4 pdf of the Hofstetter Road Drain

Respectfully submitted by:

Jim Harmer
Drainage Superintendent

ENGINEERING REPORT

**HOFSTETTER ROAD DRAIN
TOWNSHIP OF BLANDFORD-BLENHEIM
(Geographic Township of Blenheim)**

County of Oxford

May 23, 2018

File No. 17-238



K. SMART ASSOCIATES LIMITED
Kitchener Sudbury

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STANDARD SPECIFICATIONS

- Section 200 – General Conditions
- Section 300 – Special Provisions (see Drawings 7 and 8)
- Section 400 – Standard Specifications for Construction of Drains
- Section 410 – Standard Specifications for Open Drains
- Section 420 – Standard Specifications for Tile Drains

DRAWINGS 1 TO 8



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May 23, 2018

File No. 17-238

HOFSTETTER ROAD DRAIN

TOWNSHIP OF BLANDFORD-BLENHEIM

To Mayor and Council
Township of Blandford-Blenheim

1.0 SUMMARY

This is a drainage report that is prepared pursuant to Section 4 of the Drainage Act, RSO 1990. The primary purpose of this report is to provide a legal/sufficient drainage outlet for the extension of Hofstetter Road in Concession 11 & 12, Lots 16 & 17 in the Township of Blandford Blenheim as petitioned by the Director of Public Works.

This objective will be achieved by:

- Construction of concrete catchbasins on the east and west sides of the new Hofstetter Road to collect road ditch and agricultural tile drained waters and direct them to a new SWM pond by means of a closed drain
- Construction of a 0.22ha (0.55ac) SWM pond (including 5m to 10m grassed buffer) on the adjacent County of Oxford land to allow surface and tile drained waters up to a 10yr storm to infiltrate the highly pervious soils at the site
- Providing pond overflow routes across one agricultural property to the Nith River (closed drain for greater than 10yr storm; overland flow route for greater than 25yr storm)
- Reducing the post-construction (of Hofstetter Road) flows to levels below the pre-construction condition

The work undertaken with the preparation of this report has followed the normal procedures of the Drainage Act which have involved an on-site meeting, review of the site, survey and design work, and the preparation of a report to include plan and profile drawings, cost estimates, specifications, and miscellaneous paragraphs regarding the project description, etc.

The proposed new drain will be known as the Hofstetter Road Drain. A summary of the proposed drain is:

- 410m of 150mm dia. perforated plastic tubing (with filter sock) including rock spillway at outlet
- Concrete catchbasins on north and south sides of Township Road 12
- 20m of 200mm dia. HDPE pipe across Township Road 12
- 375mm dia. HDPE culvert below new pond maintenance access
- 55m x 25m x 2m (L x W x D) SWM/infiltration pond including 5m to 10m grassed buffer and 140m of new page wire fence around three sides of SWM pond
- 87m of 200mm dia. perforated plastic tubing (with filter sock) including rock spillway at outlet
- Concrete catchbasins on east and west sides of Hofstetter Road
- 26m of 200mm dia. HDPE pipe across Hofstetter Road
- The total drainage area affected is 26.7 hectares (66 acres)
- The total estimated cost of the work is \$100,180

Schedule A shows the assessment of the total estimated cost to the affected lands. Schedule B will be used for prorating future maintenance costs, when incurred, on the Hofstetter Road Drain. These schedules are on pages 18 and 19. Appendix A illustrates the calculation of the assessments outlined in Schedule A and Appendix B illustrates the calculation of the assessments outlined in Schedule B. Appendices A and B are on pages 20 and 21.

Appendix C (separate attachment) has data that summarizes all estimated gross and net assessments. It is of assistance when preparing the final/actual cost bylaw and grant form. It shows the estimated net costs to all parties if all grants are received and if the allowances are deducted from the assessments.

2.0 BACKGROUND

On April 19, 2017 the Township's Director of Public Works signed a petition to secure a legal/sufficient drainage outlet for the Hofstetter Road extension into Concession 12 in the Township of Blandford-Blenheim. On June 17, 2017 the Township of Blandford-Blenheim appointed K. Smart Associates Limited to prepare a drainage report pursuant to Section 4(1)(c) of the Drainage Act, R.S.O. 1990.

The lands that the Hofstetter Road extension was constructed upon were formerly agricultural lands with overland drainage route south to Township Road 12. Drainage water flows crossed the road via a 375mm (15") dia. CSP culvert and continued south across Lot 16, Conc. 11 to the Nith River.

The Hofstetter Road extension will increase the imperviousness of the watershed, and the historical storm runoffs are expected to marginally increase across the receiving lands. The Township's intension with the petition is to prevent any impact on these lands by reducing flows to below pre construction levels and by providing a legal/sufficient drainage outlet for the altered watershed.

3.0 DRAINAGE HISTORY

There is no record of drainage works previously constructed under the Drainage Act within the watershed of the proposed Hofstetter Road Drain, and the proposed Hofstetter Road Drain does not shares it's watershed boundary with any other municipal drain.

4.0 INITIAL INVESTIGATION

4.1 On-Site Meeting

Engineers & Authorities:

Kenn Smart, P. Eng. (K. Smart Associates)	Jim Harmer (Twp. of Blandford-Blenheim)
Ray Roscovich (K. Smart Associates)	Jim Borton (Twp. of Blandford-Blenheim)

Properties Represented:

Gary and Doug Hofstetter (Laycrest Farms Ltd. (080-26500)
Cecil Hofstetter (Green Alda Farms Inc.) (070-07200)
Scott Boughner (Oxford County, 070-05300)

The required on-site meeting for the Hofstetter Road Drain petition was held on September 13, 2017 at 10:00am on Township Road 12 and Hofstetter Road. The attendees are listed above.

The Engineers started the meeting by explaining why they had all gathered. It was explained that this on-site meeting was a required step in the Drainage Act process, and that the petition brought forward would be evaluated for sufficiency. The meeting was also explained to be for information gathering purposes, and the Engineers would like to hear about any other drainage issues in the watershed.

Jim Harmer explained the reason for the petition. The Township is extending Hofstetter Road south to Township Rd. 12, and they want a sufficient/legal outlet for the drainage flows from the new road project. To address any impact on the downstream landowner's, the Township wishes a SWM pond/wetland construction on the adjacent Oxford County lagoon property. Funding from such agencies as Ducks Unlimited (DU) and the Grand River Conservation Authority (GRCA) should be pursued with the assistance of the Ministry of Natural Resources and Forestry (MNRF)(It was later determined that such funding could not be provided since the storm SWM proposed would not create a permanent water body).

It was explained that the watershed boundary was still to be determined, and a GPS survey, contour data and any available tile plans would be used to delineate the watershed.

Gary and Doug Hofstetter (brothers) have owned the farm property west of the new Hofstetter Road extension for a short time (5 to 10 years). They understood that they would be assessed into any drainage works, and they are in favour of a new municipal drain that they could use.

At the outset of the Hofstetter Road construction, the Township discovered a plastic field tile (4" or 6") outletting into the Township Rd. 12 north ditch from Gary and Doug's property. The brothers were not previously aware of this tile, and they thought it could be part of some random tiling done by a previous land owner.

The Hofstetter brothers said they were considering tiling the portion of land in the proposed Hofstetter Road Drain watershed if they had access to a municipal drain outlet. Gary said the portion of his property that drains to the west (away from Hofstetter Road watershed) is tiled, and he could provide a tile plan for that area.

Cecil Hofstetter, who owns the farm land north of the County Lagoon property, was informed that his property would likely not be within the watershed boundary, but he was invited to the meeting for information purposes. He agreed that his land drains away from the Hofstetter Road watershed, but he was pleased to be invited to the meeting.

Scott Boughner informed the group that he was not the appropriate County representative to be meeting with, but he would pass on the information regarding the proposed wetland/SWM pond to the appropriate staff member at the County. This person may be Mike Amy.

At the conclusion of the meeting the Engineer informed the group that the petition was valid based on the information gathered. The attendees were told that once a draft Report and cost estimates were developed, a second informal meeting would be held to discuss the proposed plan and individual estimated assessments.

4.2 Site Examination & Survey

At the conclusion of the on-site meeting, the Engineer reviewed the watershed along with Township staff. The Hofstetter Road extension construction was nearing completion, and the road was expected to open by year end. The north, east and west watershed boundaries were easily identifiable due to the topography of the area. The land to the east of Hofstetter Road was low lying and looked like typical pasture land that had been used as such for a long period of time. The low lying land was dry indicating good drainage, and this supported the Oxford County soils map (Fox sandy loam).

The Laycrest Farm to the west of Hofstetter Road is on higher ground, and was in agricultural production. The private tile from the property found at the time of road construction was identified and it was flowing slightly.

The Hofstetter Road Drain survey was completed in December of 2017.

5.0 AUTHORITY FOR REPORT

The Hofstetter Road petition was signed/submitted by the Township of Blandford-Blenheim Director of Public Works who is responsible for Roadways. Therefore, the petition is valid under Section 4(1)(c) of the Drainage Act.

6.0 WATERSHED

The Hofstetter Road Drain watershed consists of approximately 26.9 hectares (66.5 acres) of lands. The Oxford County Official Plan classifies the watershed as an "Agricultural Reserve" area.

Of the 26.7 hectares (66 acres) of land, 24.0 hectares (59.3 acres) are cleared agricultural lands, and 2.7 hectares (6.7 acres) are roads.

7.0 ITEMS CONSIDERED IN DESIGN STAGE

The following are various matters that were considered in arriving at the recommendations in this report:

7.1 Environmental Considerations

The environmental concerns considered in the design of the Hofstetter Road Drain were nutrient transport, sediment transport and increased water temperature in the Nith River.

Geotechnical work (soil testing) undertaken on the County of Oxford lands east of Hofstetter Road and North of Township Road 12 identified soils with high infiltration characteristics, and these values are provided in the following table.

MATERIAL	PERMEABILITY (K) (cm/sec)	INFILTRATION RATE (mm/hr)
Sand and Silt	1×10^{-5}	5
Silty Sand	1×10^{-4}	20
Gravelly Sand	1×10^{-2}	150

It was then decided that the primary outlet for the Hofstetter Road Drain would be a SWM pond that would allow surface and tile drained waters to infiltrate the ground instead of

discharging them directly to the river. This approach eliminates all impacts related to the above environmental concerns.

The County of Oxford property is currently leased to a tenant who uses the land to pasture cattle at a low intensity. It was felt that biological waste from the animals could negatively impact the function of the SWM pond to a limited extent. A 5m to 10m grassed buffer around the perimeter of the pond was implemented in the design to address the concern. The bank slopes of the pond will also be seeded, and the entire works of the SWM pond will be protected by farm fencing.

A copy of this report including specifications will be submitted to the Grand River Conservation Authority (GRCA) for review and comment pursuant to Section 28 of the Conservation Authorities Act. Contact will be made as necessary with the Township and the Ministry of Natural Resources and Forestry (MNRF) re Species at Risk within the watershed. An electronic copy of this report will be submitted to the Department of Fisheries and Oceans (DFO) for their review.

7.2 Outlet Considerations (Sufficiency of Outlet)

Sufficient outlet under the Drainage Act is defined as the point at which water can be discharged safely so that it will do no damage to lands or roads. Based on the geotechnical work undertaken, the porous soils in the SWM pond area will provide a sufficient outlet for the Hofstetter Road Drain.

The pond has been sized to contain the 10 year storm event without outflow through the catchbasin or spillway. During the 25 year storm event, water will enter the catchbasin and be conveyed by the 150mm to 200mm diameter piping to the Nith River south of Township Road 12. During storms greater than the 25 year storm event, the rock spillway will provide additional outlet capacity from the pond to the south side of Township Road 12 via the existing 375mm dia. road culvert. In all runoff conditions downstream flows are reduced. The model results are shown in the table below.

Design Storm	Existing Conditions	Proposed Conditions			
	Peak Flow (m ³ /s)	Peak Flow Into Pond (m ³ /s)	Maximum Water Level (m)	Outflow in 200mm Dia. Pipe (m ³ /s)	Weir Overflow (m ³ /s)
2 Year	-	-	-	-	-
5 Year	0.10 m ³ /s	0.13 m ³ /s	302.68 m	-	-
10 Year	0.28 m ³ /s	0.34 m ³ /s	303.24 m	-	-
25 Year	0.61 m ³ /s	0.71 m ³ /s	303.99 m	0.046 m ³ /s	-
50 Year	0.92 m ³ /s	1.06 m ³ /s	304.57 m	0.048 m ³ /s	0.17 m ³ /s
100 Year	1.25 m ³ /s	1.41 m ³ /s	305.00 m	0.048 m ³ /s	0.54 m ³ /s

7.3 Soils Considerations

The Oxford County soils map for this area indicates that the soil in the watershed is Fox loamy sand. This soil has good drainage characteristics, is smooth, very gently sloping, and is stone free. This soil should not present construction difficulty.

7.4 Utilities

Overhead hydro lines exist along the north side of Township Road 12 and a natural gas line runs along the south side of Township Road 12.

The contract (tender) documents will require that the Contractor have locates done of all underground utilities on roadways and private lands where such may exist.

The Contractor is to also contact all landowners along the proposed drain route to determine the existence of any underground or overhead utilities on private properties.

8.0 SECOND SITE MEETING

Engineers & Authorities:

Ray Roscovich (K. Smart Associates) Jim Borton (Twp. of Blandford-Blenheim)
Jim Harmer (Twp. of Blandford-Blenheim)

Properties Represented:

Gary and Doug Hofstetter (080-26500) Mike Amy (County of Oxford)

Informal meetings for the proposed Hofstetter Road Drain were held on May 9, 2018 (w County of Oxford) and May 15, 2018 (w Township and private landowners), and the attendees are listed above. The Bender property was advised of the project by phone call and was notified of the May 15th meeting (by hand delivered letter on May 4th) but did not attend. The purpose of these meetings was to present the landowners with the proposed design and the estimated assessments associated with this work.

The Engineer explained that the purpose for this municipal drain is to provide a legal outlet for the newly constructed Hofstetter Road extension. The drain would also provide an agricultural tile outlet for the Laycrest Farms Ltd. property. After discussing the details of the watershed plan, the proposed design and the estimated assessments, an open discussion took place.

Mr. Amy was pleased that the design addressed the County's concerns with respect to land use (fence and grassed buffer), and he did not anticipate any issues with the tenant who leases the land for pasturing cattle. Once the report is adopted, he would make an adjustment to the lease agreement.

Mr. Amy asked when the County's assessment would be levied. His concern was that the County didn't have a line item in its budget for this expense, and it would be best if the assessment could be levied the following year. It was explained that construction likely wouldn't take place until the fall of 2018, and assessments are levied approximately 3 months after construction. If the timing didn't work for the County, The Township offered to work with them to find a solution.

Doug Hofstetter asked why the SWM/infiltration pond was being used. Mr. Hofstetter was told that the Township wanted to consider the Lake Erie nutrient management and transport issues in the design of this drain. The geotechnical work (soil testing) that was undertaken revealed that the Oxford County property would be an ideal location for a SWM/infiltration pond due to the highly pervious soils in that location. The pond would serve as the primary outlet for the drain by infiltrating the road and tile waters, and the GRCA was supportive of this approach.

Mr. Hofstetter then asked if his property would be assessed for the additional cost of the SWM feature. It was explained that the Township would be paying the additional cost, and the Laycrest Farms Ltd. property is being assessed at roughly the same rate (\$/ha) as it would have been for a conventional drain outlet for the farm.

After the discussion, the Engineer concluded the meeting. He told those in attendance that the Report would be submitted to council the following week, and they would receive a notice of the Report consideration prior to the Council meeting.

9.0 RECOMMENDED WORK

As a result of the survey, the design, and discussions at the meetings, the following is the recommended work for the Hofstetter Road Drain:

M. Bender (Roll No. 070-04600)

Station 0+000 to 0+405

- Construct temporary straw bale dam/sediment trap
- Construct 10m length of 1m wide rock spillway with 10m² of riprap on filter cloth
- Install 6m of 150mm dia. HDPE outlet pipe with rodent gate at outlet
- Install 394m of 150mm dia. plastic tubing (perforated with sock)
- Repair 2 existing post wire fences

Township Road 12 (Township of Blandford-Blenheim)

Station 0+405 to 0+425

- Construct 600x600mm conc. CB with birdcage and 2m² riprap on filter cloth and connections on south side of road
- Install 20m of 200mm dia. HDPE pipe across Twp Rd 12 by open cut. Restore road with native backfill and gran surface
- Construct pond maintenance access with 6m of 375mm dia. HDPE including 10m of ditch excavation (Min. 300mm of native cover over pipe)
- Install 1m wide rock spillway with 10m² of riprap on filter cloth

Oxford County (Roll No. 070-05300)

Station 0+425 to 0+577

- Construct 600x600mm conc. DICB with birdcage grate and 5m² riprap on filter cloth and connections
- Strip and save topsoil and excavate 55m x 25m x 2m (L x W x D) SWM pond. Include topsoil and seeding of pond banks and slopes (approx. 0.2ha) and hauling of spoil (approx. 1600m³ sandy loam)
- Install 140m of new page wire fence around three sides of SWM pond and tie into existing pasture/road fence
- Install two 1m wide rock spillway with 10m² of riprap on filter cloth
- Install 6m of 200mm dia. HDPE outlet pipe with rodent gate
- Install 81m of 200mm dia. plastic tubing (perforated with sock)

Hofstetter Road (Township of Blandford-Blenheim)

Station 0+577 to 0+603

- Construct 600x600mm conc. DICB with birdcage grate and 2m² of riprap on filter cloth on east side of road
- Install 26m of 200mm dia. HDPE pipe across Hofstetter Rd by open cut. Restore road and pea gravel walkway with native backfill and gran surface.

- Construct 600x600mm conc. CB with birdcage and 2m² riprap on filter cloth and connections on west side of road

Laycrest Farms Ltd. (Roll No. 080-26500)

Station > 0+603

- Provide 200mm dia. stub into CB for future systematic drain connection
- Connect existing 100mm dia. tile to new stub

10.0 PRIVACY OF LANDS

Although a municipal drain is being constructed/incorporated across multiple private properties, there is no right for one landowner to enter onto another landowner's property. Only the Township Drainage Superintendent as part of his or her maintenance of the drain or the Engineer (or Engineer's assistants, i.e. survey and inspection crew) appointed by the Township as part of his work with respect to this report plus the selected/ approved contractors for construction and future maintenance of the drains (branches), have the right to enter onto privately owned lands of others.

11.0 DRAWINGS AND SPECIFICATIONS

11.1 Drawings

a) Plan

The location of the proposed Hofstetter Road Drain and the affected properties are shown on Drawing No. 1 included with this report. The heavy solid line indicates the location of the proposed drain work. The numbers adjacent to the lines are station numbers which indicate in meters the distance along the drain. The heavy broken (dashed) line indicates the approximate perimeter watershed boundaries for the drain(s). The plan also shows natural watercourses, property boundaries, Township assessment roll numbers, property owners' names, hectares owned and hectares affected for each parcel within the drain watershed.

b) Profiles and Other Drawings

The profile for the construction work proposed as the Hofstetter Road Drain is on Drawing No. 2. The profile shows the proposed depth and grade of the new tile and SWM pond. The upper dashed line represents the existing ground level. The lower solid line (the grade line) indicates the proposed tile invert and new SWM pond profile. Drawings No. 2 to 8 contain the typical trench detail at the roads, catchbasin and other details and the specific and general notes related to construction (Special Provisions).

11.2 Specifications

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

12.0 COST ESTIMATE

The cost estimate on this project consists of the fixed allowances required to be made to the owners having work on their properties, the construction cost estimate including contingency items, the engineering cost estimate, the estimate of the construction supervision and eligible administration costs (which include financing, applications and miscellaneous costs and includes the Net HST (1.76%)) and the Estimated Cost Summary.

The cost estimate for the proposed Hofstetter Road Drain is outlined in detail in the following sections:

12.1 Allowances

i) Section 29 (Right-of-Way)

Section 29 of the Drainage Act provides for the payment of allowances to landowners who have a portion of a new drain on their property. This allowance compensates the owners for any land lost to accommodate an open drain or SWM facility, for any land used for access routes to the drain and for land to be used as right-of-way alongside the drain for future maintenance purposes.

The maintenance strip right-of-way is to be 5m on each side of the new closed drain. Thus for the work in this report, the Section 29 allowance is for a 10m width along the new tile drain to be constructed.

The Section 29 allowances also apply for a 6m wide access strip to be used during construction and maintenance. A 130m access route to the new drain along the north property line of the Bender farm is provided for and shown on the watershed plan (Drawing 1).

The calculation of these allowances are based on the following rates.

Land Use	Land Lost
Bush	\$ 12,500/ha (\$5,000/ac)
Pasture, Existing Laneway	\$ 50,000/ha (\$20,000/ac)
Cultivated Farm Lands (Corn, Beans, etc.)	\$ 50,000/ha (\$20,000/ac)

The calculation of allowances for land used as R-O-W is based on the determination of the principal (allowance) that should be given now, that will generate a sufficient interest annually that if and when accumulated will compensate for the damages when the R-O-W is used. A frequency of maintenance of 10 years and an interest rate of 4% were used in the calculation on this project.

There is a minimum amount of \$100 for right-of-way allowances.

ii) Section 30 (Damages)

Section 30 of the Drainage Act provides for the payment of further allowances to landowners where lands are damaged during the drain construction. The Section 30 allowances compensate the owner for damages caused by the construction equipment moving within the R-O-W and by the placement of any excavated spoil within or beyond the R-O-W. Section 30 allowances are also provided for damages along access routes where separate from right-of-way routes.

Section 30 (Damages) allowances are provided in accordance with the rates as shown in the table below.

Land Use	Land Damages
Cultivated Farm Lands (Corn, Beans, etc.)	\$ 1,250/ha (\$500/ac)

There is a minimum amount of \$100 for right-of-way allowances.

iii) General

In accordance with Section 62(3) of the Drainage Act RSO 1990, the allowances shown may be deducted from the final assessment levied. Payment to the owner would only be made when the allowance is greater than the final assessment. The allowances are a fixed amount and are not adjusted at the conclusion of construction. Allowances can only be changed if the report is modified prior to adoption of the report by bylaw or in accordance with the paragraph in this report that deals with changing the scope of work after the bylaw is passed.

iv) Table of Allowances

The allowances payable to the owners entitled thereto on this project are therefore as follows:

Roll No. (32-45-020)	Owner	Sec. 29 Allowances		Sec. 30 Allowances	Total
		Land	ROW	Damage	
-070-04600	M. Bender		\$ 600	\$ 1,100	\$ 1,700
-070-05300	Oxford County	\$11,000	100	450	11,550
-080-26500	Laycrest Farms Ltd.			100	100
TOTAL:		\$11,000	\$ 700	\$ 1,650	\$ 13,350

12.2 Construction Cost Estimate

The estimated cost for Labour, Equipment and Materials to construct the proposed drain work is outlined in detail in the following section. The final cost of drain construction cannot be established until the tender is let and construction is completed. The Contractor is to supply all labour, equipment and materials to construct the following:

Item No.	Stations	Distance (m)	Description	Unit	Quantity	Unit Price	Cost
i) Hofstetter Road Drain							
1	0+000	0	Construct temporary straw bale dam/sediment trap	Each	1	500	500
2	0+000 to 0+010	10	Construct 1m wide rock spillway with 10m ² of riprap on filter cloth	m ²	10	50	500
3	0+010 to 0+016	6	Install 6m of 150mm dia. HDPE outlet pipe with rodent gate	Each	1	250	250
4	0+016 to 0+410	394	Install 394m of 150mm dia. plastic tubing (perforated <u>w</u> sock)	m	394	15	6,000
5	0+120	0	Repair existing post wire fence	L.S.	1	100	100
6	0+405	0	Repair existing post wire fence	L.S.	1	100	100
7	0+410	0	Construct 600x600mm conc. CB with birdcage and 2m ² riprap on filter cloth and connections	Each	1	1,500	1,500 +
8	0+410 to 0+430	20	Install 20m of 200mm dia. HDPE pipe across Twp. Rd 12 by open cut. Restore road with native backfill and gran surface.	L.S.	1	6,500	6,500 +
9	0+425	0	Repair existing post wire fence	L.S.	1	100	100

Item No.	Stations	Distance (m)	Description	Unit	Quantity	Unit Price	Cost		
10	0+423	0	Construct pond maintenance access with 6m of 375mm dia. HDPE including 10m of ditch excavation. Use native fill with gran surface (min. 300mm of cover over pipe)	L.S.	1	1,000	1,000	+	
11	0+420 to 0+430	10	Install 1m wide rock spillway with 10m ² of riprap on filter cloth	m ²	10	50	500		
12	0+430	0	Construct 600x600mm conc. DICB with birdcage grate and 5m ² riprap on filter cloth and connections	Each	1	2,000	2,000		
13	0+430 to 0+495	65	Strip and save topsoil and excavate 55m x 25m x 2m (L x W x D) SWM pond. Include topsoil and seeding of pond banks and slopes (approx. 0.2ha)	L.S.	1	14,000	14,000		
14	0+430 to 0+495	65	Hauling of excavated spoil (approx. 1600m ³ sandy loam soil)	L.S.	1	4,000	4,000		
15	0+430 to 0+495	65	Install 140m of new page wire fence around three sides of SWM pond and tie into existing pasture/road fence	m	140	25	3,500		
16	0+480	10	Install 1m wide rock spillway with 10m ² of riprap on filter cloth for north Twp. Rd 12 ditch waters to enter SWM pond (location may vary at time of construction)	m ²	10	40	400		
17	0+480 to 0+490	10	Install 1m wide rock spillway with 10m ² of riprap on filter cloth	m ²	10	40	400		
18	0+490 to 0+496	6	Install 6m of 200mm dia. HDPE outlet pipe with rodent gate	Each	1	300	300		
19	0+496 to 0+577	81	Install 81m of 200mm dia. plastic tubing (perforated <u>w</u> sock)	m	81	20	1,620		
20	0+577	0	Construct 600x600mm conc. DICB with birdcage grate and 5m ² of riprap on filter cloth	Each	1	2,000	2,000	++	
21	0+577 to 0+603	26	Install 26m of 200mm dia. HDPE pipe across Hofstetter Rd by open cut. Restore road and pea gravel walkway with native backfill and gran surface.	L.S.	1	6,500	6,500	++	
22	0+603	0	Construct 600x600mm conc. CB with birdcage and 2m ² riprap on filter cloth and connections	Each	1	1,500	1,500	++	
Sub Total (Part i)							53,270		
ii) Contingencies									
23	Lump sum contingency allowance (5%)							2,660	

Item No.	Stations	Distance (m)	Description	Unit	Quantity	Unit Price	Cost
Sub Total (Part ii)							2,660
TOTAL CONSTRUCTION COST ESTIMATE: (Total Parts i and ii)							55,930

- + This item is part of Special Assessment to Township Road 12.
++ These items are part of Special Assessment to Hofstetter Road.

12.3 Engineering Cost Estimate (Report Preparation)

For work related to gathering of background information, preparing for and attending on-site meeting, field surveys including GPS surveys, fly levels and cross-sections, preparing profiles and details, drain design, conducting discussions with affected landowners and authorities, attending to alternatives (options), cost estimates, reviewing past reports, preparing assessment schedules, completing drawings and specifications, report writing, and attending Consideration of Report and Court of Revision.

Report Preparation	\$ 13,000
Consideration of Report	1,000
Court of Revision	<u>1,000</u>

TOTAL ENGINEERING COST ESTIMATE: \$ 15,000 *

The cost for report preparation and preparation of future maintenance schedules is usually not altered at the conclusion of a project unless the report is referred back or the report is appealed to the Drainage Tribunal, which would involve additional costs. The amounts shown for meetings are estimates. Final costs will be based on actual time required for meetings.

12.4 Construction Supervision, Eligible Administration Costs and Net HST (Estimate)

i) Construction Supervision

For work to prepare tender documents and to review contract award, attend pre-construction meeting, construction inspection, payments, attend final inspection meeting and do final inspection, post construction follow-up, and assist to prepare or prepare grant applications

The estimate shown for Construction Supervision is based on past experience and assumes good construction conditions and a local Contractor who completes the construction in an efficient manner. The final (actual) cost for construction supervision will vary as per the actual time spent during the construction stage plus disbursements.

Total Construction Supervision (Estimate) \$ 12,000 *

ii) Eligible Administration Cost Estimate

Section 73 of the Drainage Act indicates that specific administration costs incurred by the municipality in carrying out the Drainage Act process are eligible as a cost of the drain. Section 73(1) lists the following eligible costs: *cost of any application, reference or appeal and the cost of temporary financing*. Section 73(2) and 73(3) indicates that costs of elected and staff personnel are not eligible.

This administration cost estimate may not be adequate to cover any legal or engineering costs incurred by or assessed to the municipality should the project be appealed beyond the Court of Revision though such costs may form part of the final drain cost.

The OMAFRA Agricultural Drainage Infrastructure Program policies (applicable where the provincial grant is made) indicates that municipal costs for photocopying and mailing required to carry out the required procedures under the Drainage Act can also be included as eligible administrative costs on a drain.

The eligible administration cost estimate thus includes an allowance for the following items.

DFO/GRCA submissions (as required)	\$ 250 *
Printing of reports	150 *
Printing of tender documents	200 *
Interest Allowance	1,000 *
Unforeseen	800
Total Eligible Administration Costs (Estimate):	\$ 2,400

iii) Net HST

The Harmonized Sales Tax (HST) will apply to most costs on this project (allowances are excluded). However, the Municipality is eligible for a refund of a proportion of the HST paid. Therefore, the cost estimate in this report does include a dollar allowance equivalent to a net tax (Net HST) in the amount of 1.76%. The Net HST has been rounded off to the nearest \$5. It is also shown as an eligible administration cost.

Total Net HST (1.76%) (Estimate):	\$ 1,500
--	-----------------

Total Construction Supervision, Eligible Administration Cost and Net HST (Estimate):	\$ 15,900
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12.5 Estimated Cost Summary

Allowances	\$ 13,350
Construction Costs (estimate)	55,930
Engineering Costs for Report (estimate)	15,000
Construction Supervision, Eligible Administration Costs and Net HST	<u>15,895</u>
TOTAL ESTIMATED COST:	\$ 100,180

* *The Net HST (1.76%) would be applicable to these items.*

13.0 ASSESSMENTS

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

i) Benefit Assessments

The first step in the assessment calculation is to determine the benefit assessment to the parcels that derive benefit from the drain. The definition of benefit in the Drainage Act is as follows:

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

Benefit assessments were generally calculated as a percentage of the total project cost but were evaluated on the basis of better use of the land through improved surface drainage and/or improved subsurface drainage, marginal increases in market value and/or ability to connect other drainage directly to the new drain.

ii) Special Assessments

In accordance with Section 26 of the Drainage Act, the Township of Blandford-Blenheim is to be assessed the increased costs associated with the Township Road 12 and Hofstetter Road crossings. This assessment pursuant to Section 26 is called a Special Assessment for purposes of this report. The final special assessment will be determined from the contract for construction and as described below. Any additional costs identified by the Engineer will be added to the special assessment where appropriate. The construction cost estimate in this special assessment includes the road crossing and the one catchbasin, depending on the crossing. For the equivalent drain cost, one or none of the catchbasins and the equivalent tile over the length of the crossing is deducted.

The following table illustrates the calculation of the Special Assessments:

Road Crossing	Const. Costs (Est.)	Less Equiv. Drain Costs (Est.)	Plus Increased Eng. & Admin Costs (Est.)	Plus Net HST (1.76%)	Special Assess.
Twp. Rd. 12	\$ 9,000 a)	1,800	3,225	195	10,620
Hofstetter Rd.	10,000 b)	1,900	3,625	205	11,930
TOTAL:	\$ 19,000	3,700	6,850	400	\$ 22,550

Notes:

- a) Items 7 to 9 from construction cost estimate.
- b) Items 18 to 20 from construction cost estimate.

If the Township elects to construct the works across their road subject to the Special Assessment (this option is available in accordance with the Drainage Act) the special assessment shall be calculated with zero for “Construction Costs”. The equivalent drain costs will be based on tendered amounts. The special assessment will not apply for future maintenance.

iii) Outlet Liability Assessments

After deducting the total benefit and special assessments from the interval cost, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed. Section 23(1) of the Drainage Act states:

“Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability.”

As noted, the hectares affected are adjusted prior to calculating the outlet liability. The basis for this adjustment is 1 hectare of cleared agricultural land contributing both surface and subsurface water to the drain. Areas which generate greater runoff such as roads are increased by a factor (1.5 for gravel roads and 2.0 for paved roads) and areas which generate lesser runoff such as woodlots (bush) and areas that are tiled elsewhere are decreased by a factor of 0.5.

iv) Assessment Summary

The assessments against the affected lands are summarized in Schedule A. Schedule A will be used to assess the final cost of the drain which may vary depending on final construction and engineering costs. Schedule B (Schedule of Assessments for Future Maintenance) will be used to prorate the proratable drain repair and maintenance costs, when incurred on the Hofstetter Road Drain.

In Schedules A and B, each parcel of land assessed has been identified by the assessment roll applicable for the Township at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. For convenience only, each parcel is further identified by the owners name from the last revised assessment roll. Final assessments are not levied until after the work is certified complete by the Engineer. The final assessments will thus be to the owner of the identified parcel at the time the final cost is levied. The Laycrest Farms Ltd. (Roll No. 080-26500) property (to date) is considered agricultural and taxed as Farm property and is eligible for the Farm Property Class Tax Rate (F.P.C.T.R.) and thus is eligible for the provincial (OMAFRA) one third (33-1/3%) grant and as per OMAFRA's ADIP policies. This grant may also be available for maintenance assessments.

Appendix A shows how the amounts in Schedule A were arrived at.

Appendix B shows how the amounts in Schedule B were arrived at.

Appendix C has been prepared and is separately included to assist with the final/actual cost bylaw, schedules and the grant form. This appendix also shows what the net cost would be to each owner if the one-third (33 $\frac{1}{3}$ %) agricultural grant is received and applied where warranted, if the allowances are deducted and if the drainage works were completed exactly at the estimated cost.

14.0 MAINTENANCE

After completion, the Hofstetter Road Drain as outlined in this report shall be maintained by the Township of Blandford-Blenheim with costs of all maintenance to be assessed to the lands and roads prorata with the assessments in Schedule B (Schedule of Assessments for Future Maintenance).

It is noted that the dollar amounts in Schedule B are not amounts to be paid. They are only theoretical amounts that are there to establish the percentages that lands and roads would pay of whatever maintenance costs are incurred in the future.

The cost of replacing and maintaining any road culverts or crossings are to be assessed fully to the road authority upon whose right of way they exist. The road authority always has to be given the option of replacing or maintaining any crossing directly with their own forces.

All parties affected by the Hofstetter Road Drain are encouraged to periodically inspect the drain once constructed and report any visible or suspected problems to the Township of Blandford-Blenheim. If any areas require corrective work as the result of construction deficiencies, such will be attended to as part of the contract.

Each owner affected must provide an access route to the drain for access by the Township to undertake necessary repair or maintenance. As well, a right-of-way along the drain route with a width up to the working area width described in the drawings is also to be available for future maintenance. The allowances do include components to compensate for access and a minimum right-of-way along the drain.

The drain for future maintenance purposes shall consist of all components listed in the cost estimate.

15.0 BYLAW

This report including schedules, appendices, drawings and specifications, when adopted by bylaw in accordance with the Drainage Act, RSO 1990, will provide the basis for construction and maintenance of this project.

16.0 GRANTS

In accordance with the provisions of Section 85 of the Drainage Act and OMAFRA's ADIP policies, a grant not exceeding 1/3 (33-1/3%) may be available on the assessments against privately owned parcels of land which are used for agricultural purposes and are eligible for the Farm Property Class Tax Rate (F.P.C.T.R.). Section 88 of the Drainage Act directs the Township to make application for this possible grant upon certification of completion of the drain provided for in this report. The Township will then deduct the grant from the assessments prior to collecting the final assessments.

If an assessed owner not shown as having the Farm Property Class Tax Rate feels that their property should be eligible for the grant, and they can provide proof to the Municipality of this eligibility as noted prior to the final cost levy then the property could have the one-third (33-1/3%) grant deducted from the final cost levy. Please be advised that OMAFRA retains the final right to determine eligibility under the grant program, regardless of designation herein.

In accordance with Section 85 of the Drainage Act, a grant not exceeding one third (33-1/3%) may also be available in the future on the assessments against privately owned parcels of land used for agriculture (again as per OMAFRA's ADIP policies), for maintenance and repair, if done on the recommendation and supervision of an approved Drainage Superintendent and using the same eligibility requirements as outlined above.

17.0 CHANGES TO DRAIN AFTER BYLAW IS PASSED AND BEFORE COST IS LEVIED


Should changes, deletions or extensions to the drain work proposed in this report be requested or required after the bylaw is passed and the contract is awarded, there may be some difficulty in attending to such. Since this drain work is to be constructed in accordance with a Bylaw of the Township of Blandford-Blenheim, changes to the drain work cannot be undertaken without a change to the bylaw. An exception would be very minor changes which are approved by the Engineer and the Township in accordance with the General Conditions in the report.

If it is desired to make a substantial addition or deletion to the drain work proposed in this report, it will be necessary that a revised report be prepared and processed through the Drainage Act, or in some cases, an application to the Ontario Drainage Tribunal may be made under the Drainage Act to obtain approval for a necessary change.

If any individual or group of owners require additional work related to the proposed drain work and are prepared to pay for such, they may make their own arrangements with the contractor to have such work constructed. The Engineer must pre-approve such additions to verify there is no impact on the function or maintenance of the drain and drain work as proposed. Even so, the work added would not form part of the drain for the purpose of future maintenance.

All of which is respectfully submitted,

K. SMART ASSOCIATES LTD.


K. A. Smart, P. Eng.



**SCHEDULE A - SCHEDULE OF ASSESSMENTS
HOFSTETTER ROAD DRAIN
Township of Blandford-Blenheim**

	Con	Lot	Roll No.	Owner	Affected Area (ha)	Benefit (\$)	Outlet (\$)	Total (\$)	Gross Total Assessment (\$)
	<u>Twp. Of Blandford-Blenheim</u>								
				<u>Lands</u>					
			(32-45-020-)	Former Blenheim Twp.					
	11	16	070-04600	M. Bender	5.10	2,500	568	3,068	3,068
	S½ 12	16	070-05300	Oxford County	8.90	15,000	991	15,991	15,991
F	12	17	080-26500	Laycrest Farms Ltd.	10.00	19,000	1,114	20,114	20,114
	Sub-total (Lands):				24.00	36,500	2,673	39,173	39,173
				<u>Roads</u>					
	Township Road 12		Township of Blandford-Blenheim		0.80	19,000	134	19,134	19,134
	Special Assessment to Township Rd. 12					10,620	-	10,620	10,620
	Hofstetter Road		Township of Blandford-Blenheim		1.90	19,000	323	19,323	19,323
	Special Assessment to Hofstetter Road					11,930	-	11,930	11,930
	Sub-total (Roads):				2.70	60,550	457	61,007	61,007
	TOTAL ASSESSMENT HOFSTETTER ROAD DRAIN:				26.70	97,050	3,130	100,180	100,180

Notes:

- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant. Eligibility for the 1/3 grant will be confirmed at the time the final cost is levied.

**SCHEDULE B - SCHEDULE OF ASSESSMENTS
FOR FUTURE MAINTENANCE
HOFSTETTER ROAD DRAIN
Township of Blandford-Blenheim**

	Con	Lot	Roll No.	Owner	Interval 1	
					\$	%
	Twp. Of Blandford-Blenheim			Lands		
		(32-45-020-)	Former Blenheim Twp.			
	11	16	070-04600	M. Bender	198	9.9
	S½ 12	16	070-05300	Oxford County	315	15.8
F	12	17	080-26500	Laycrest Farms Ltd.	420	21.0
			Sub-total (Lands):		933	46.7
				Roads		
		Township Road 12		Township of Blandford-Blenheim	380	19.0
		Hofstetter Road		Township of Blandford-Blenheim	687	34.4
				Sub-total (Roads):	1,067	53.4
				TOTAL ASSESSMENT HOFSTETTER ROAD DRAIN:	2,000	100.0

Notes:

1. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
2. The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant . Eligibility for the 1/3 grant will be confirmed at the time the final cost is levied.
3. See Drawing 1 for location of stations.
4. The dollar amounts shown are not amounts to be paid at this time. These amounts were used to create the percentages or portion that each parcel (property) and road will pay for any future maintenance repair or maintenance costs.

**APPENDIX A - CALCULATION OF ASSESSMENTS
HOFSTETTER ROAD DRAIN
Township of Blandford-Blenheim**

				Interval 1			Gross Total		
				Sta. 0+000 to 1+400					
COST ESTIMATE									
Allowances						13,350	13,350		
Construction						55,930	55,930		
Engineering						27,000	27,000		
Administration						2,400	2,400		
Net HST						1,500	1,500		
TOTAL COST ESTIMATE						100,180	100,180		
Conc.	Lot	Roll No.	Owner	Total Ha Affected	Total ha Adjusted	Benefit	Ha Adjusted	Outlet	Total
<u>Twp. Of Blandford-Blenheim</u>									
<u>Lands</u>									
(32-45-020-) Former Blenheim Twp.									
11	16	070-04600	M. Bender	5.1	5.10	2,500	5.1	568	3,068
S½ 12	16	070-05300	Oxford County	8.9	8.90	15,000	8.9	991	15,991
12	17	080-26500	Laycrest Farms Ltd.	10.0	10.00	19,000	10.0	1,114	20,114
Sub-total (Lands):				24.0	24.00	36,500	24.0	2,673	39,173
<u>Roads</u>									
Township Road 12 Township of Blandford-Blenheim				0.8	1.20	19,000	1.2	134	19,134
Special Assessment to Township Rd. 12						10,620			10,620
Hofstetter Road Township of Blandford-Blenheim				1.9	2.90	19,000	2.9	323	19,323
Special Assessment to Hofstetter Road						11,930	0.0	-	11,930
Sub-total (Roads):				2.7	4.10	60,550	4.1	457	61,007
TOTAL ASSESSMENT HOFSTETTER ROAD DRAIN:				26.7	28.10	97,050	28.1	3,130	100,180

Ha's Adjusted as Follows:

- Gravel roads x 1.5 for increased runoff.
- Paved roads x 2.0 for increased runoff
- Bush and/or low areas and/or areas tiled elsewhere x 0.5 for decreased runoff

**APPENDIX B - CALCULATION OF ASSESSMENTS FOR FUTURE MAINTENANCE
HOFSTETTER ROAD DRAIN
Township of Blandford-Blenheim**

COST ESTIMATE FOR REPAIR MAINTENANCE CALC					\$ 2,000				
Conc.	Lot	Roll No.	Owner	Total Ha Affected	Total ha Adjusted	Benefit	Ha Adjusted	Outlet	%
<u>Twp. Of Blandford-Blenheim</u>									
<u>Lands</u>									
		(32-45-020-)	Former Blenheim Twp.						
11	16	070-04600	M. Bender	5.10	5.10	175	5.10	23	9.9
S½ 12	16	070-05300	Oxford County	8.90	8.90	275	8.90	40	15.8
12	17	080-26500	Laycrest Farms Ltd.	10.00	10.00	375	10.00	45	21.0
Sub-total (Lands):				24.00	24.00	825	24.00	108	46.7
<u>Roads</u>									
	Township Road 12		Township of Blandford-Blenheim	0.80	1.20	375	1.20	5	19.0
	Hofstetter Road		Township of Blandford-Blenheim	1.90	2.90	675	2.90	12	34.4
Sub-total (Roads):				2.70	4.10	1,050	4.10	17	53.4
TOTAL ASSESSMENT HOFSTETTER ROAD DRAIN:				26.70	28.10	1,875	28.10	125	100.0

Ha's Adjusted as Follows:

- Gravel roads x 1.5 for increased runoff.
- Paved roads x 2.0 for increased runoff
- Bush and/or low areas and/or areas tiled elsewhere x 0.25 to 0.50 for decreased runoff

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200 GENERAL CONDITIONS**200.1 SCOPE**

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

200.2 ORDER OF PRECEDENCE

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

200.3 MUNICIPALITY

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

200.4 TENDERS

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

200.5 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

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

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

200.6 COMMENCEMENT AND COMPLETION OF WORK

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

200.7 NOTICES RE COMMENCEMENT OF WORK

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

200.8 PERMITS, NOTICES, LAWS AND RULES

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

200.9 HEALTH AND SAFETY

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

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

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

200.10 LIMITATIONS OF OPERATIONS

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

200.11 SUPERVISION

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

200.12 CHARACTER AND EMPLOYMENT OF WORKERS

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

200.13 SUB-CONTRACTORS

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

200.14 PAYMENT

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

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

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

200.15 TERMINATION OF CONTRACT BY THE MUNICIPALITY

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

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

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

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

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

200.16 LIQUIDATED DAMAGES

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

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

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

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

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

200.17 CONTRACTOR'S LIABILITY

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

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

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

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

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

200.18 LIABILITY INSURANCE

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

200.19 LOSSES DUE TO ACTS OF NATURE, ETC.

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

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400 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF DRAINS**400.1 ABBREVIATIONS**

- i) M.T.O. means the Ministry of Transportation of Ontario.
- ii) A.S.T.M. means the American Society for Testing Materials.
- iii) C.S.A. means the Canadian Standard Association.
- iv) O.P.S.D. means Ontario Provincial Standard Drawings
- v) O.P.S.S. means Ontario Provincial Standard Specifications
- vi) DFO means Fisheries and Oceans Canada
- vii) MNRF means Ministry of Natural Resources and Forestry
- viii) MOECC means Ministry of Environment and Climate Change

400.2 PRE CONSTRUCTION MEETING

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

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

400.3 COLD WEATHER

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

400.4 WORKING AREA

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

400.5 ACCESS

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

400.6 ACCESS TO PROPERTIES ADJOINING THE WORK

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

400.7 DRAINAGE SUPERINTENDENT

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

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

400.8 ALTERATIONS TO WORK

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

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

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

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

400.9 ERRORS AND UNUSUAL CONDITIONS

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

400.10 TESTS

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

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

400.11 BENCHMARKS AND STAKES

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

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

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

400.12 OPENING UP OF FINISHED WORK

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

400.13 FINAL INSPECTION

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

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

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

400.14 WARRANTY

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

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

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

400.15 MATERIALS**400.15.1 Concrete Drain Tile**

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

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

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

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

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

400.15.2 Corrugated Plastic Tubing

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

400.15.3 Corrugated Steel Pipe

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

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

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

400.15.4 Plastic Pipe

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

A minimum stiffness of 320 KPa at 5% deflection

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

400.15.5 Concrete Sewer Pipe

Concrete sewer pipe shall be in accordance with OPSS 1820.

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

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

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

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

400.16 RIPRAP

All riprap is to be placed on a geotextile underlay (Terrafix 360R or equal) unless directed otherwise in the specific construction notes. The riprap is to be graded heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm and is to be placed at 300mm thickness. Fine particles may be included to fill voids. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. Wherever riprap is placed, the area is to be over-dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

400.17 GEOTEXTILE

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

400.18 DISPOSAL OF MATERIALS

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

400.19 NOTIFICATION OF RAILROADS, ROAD AUTHORITIES AND UTILITIES

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

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

400.20 WORKING IN ROAD ALLOWANCES**400.20.1 General**

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

400.20.2 Road Crossings

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

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

400.20.3 Maintenance of Traffic

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

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

400.21 LOCATIONS OF EXISTING UTILITIES

The position of pole lines, conduits, watermains, sewers and other underground and overhead utilities are not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position

of such utilities and structures is not guaranteed. Before starting work, the Contractor shall have all utilities located in accordance with the Ontario Underground Infrastructure Notification System Act.

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

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

400.22 LANEWAYS

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

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

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

400.23 EXISTING CROSSING CLEANOUT

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

400.24 FENCES

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

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

Any fences paralleling an open drain, that are not line fences, that hinder the proper working of the excavating machinery for drain construction or maintenance shall be removed and rebuilt by the

landowner at their own expense. If such parallel fences are line fences they shall be removed and reinstalled by the Contractor.

No excavated or cleared material shall be placed against fences.

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

400.25 LIVESTOCK

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

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

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

400.26 STANDING CROPS

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

400.27 CLEARING VEGETATION

400.27.1 General

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

400.27.2 Trees to Remain

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

400.27.3 Incidental Clearing

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

400.27.4 Power Brushing

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

400.27.5 Close-Cut Clearing

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

400.27.6 Clearing And Grubbing

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

400.27.7 Disposal of Cleared Vegetation**400.27.7.1 *In Bush Areas***

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

400.27.7.2 *In Field Areas*

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

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

400.27.8 Landowner Requested Salvage

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

400.27.9 Clearing by Landowner

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

400.28 ROCK REMOVAL**400.28.1 General**

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

400.28.2 Blasting Requirements

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

400.28.3 Typical Sections and Pay Limits

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

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

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

400.28.4 Disposal of Rock

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

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

400.29 SEEDING

400.29.1 General

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

400.29.2 Drainage Works and Road Allowances

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

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

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

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

400.29.3 Hydroseeding

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

400.29.4 Seeding Lawns

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

400.29.5 Sod

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

400.30 EROSION CONTROL BLANKETS

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

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

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

400.31 SEDIMENT CONTROL**400.31.1 General**

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

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

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

400.31.2 Flow Check Dams**400.31.2.1 Temporary Straw Bale Flow Check Dam**

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

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

400.31.2.2 Temporary Rock Flow Check Dam

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

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

400.31.2.3 Permanent Rock Flow Check Dam

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

400.31.3 Sediment Traps**400.31.3.1 *General***

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

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

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

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

400.31.3.2 *Sediment Trap with Flow Check Dam*

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

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

400.31.4 Turbidity Curtains

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

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

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

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

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

400.31.5 Silt Fence

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

400.32 GRASSED WATERWAYS AND OVERFLOW SWALES

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

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

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

Overflow swales may be cropped using conventional farming practice.

400.33 BUFFER STRIPS

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

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

400.34 MAINTENANCE CORRIDOR

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

400.35 POLLUTION

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

400.36 SPECIES AT RISK

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

STANDARD SPECIFICATIONS

FOR

OPEN DRAINS

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410.1 DESCRIPTION

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

410.2 MATERIALS

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

410.3 CONSTRUCTION**410.3.1 Excavation**

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

410.3.2 Low Flow Channels

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

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

410.3.3 Line

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

410.3.4 Grade Control

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

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

410.3.5 Variation from Design Grade

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

410.3.6 Excavated Material

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

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

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

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

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

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

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

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

410.3.7 Excavation at Existing Bridge and Culvert Sites

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

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

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

410.3.8 Bridges and Culverts

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

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

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

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

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

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

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

410.3.9 Obstructions

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

410.3.10 Tile Outlets

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

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

410.3.11 Completion

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

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420 STANDARD SPECIFICATIONS FOR TILE DRAINS**420.1 DESCRIPTION**

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

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

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

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

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

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

420.2 MATERIALS

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

420.3 CONSTRUCTION**420.3.1 Outlet**

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

420.3.2 Line

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

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

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

420.3.3 Grade Control

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

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

420.3.4 Variation from Design Grade

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

420.3.5 Installation

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

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

420.3.5.1 Installation of Concrete Tile

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

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

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

Where the depth for the tile installation exceeds the depth capacity of the wheel trencher the Contractor shall excavate a trench of sufficient depth so that the wheel trencher can install the tile at the correct depth and grade. The tender price shall include the cost of the additional excavation and backfilling and stripping and replacing topsoil over the trench.

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

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

420.3.5.2 Installation of Corrugated Plastic Tubing

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

For all installation methods:

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

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

420.3.5.3 Installation of Concrete Sewer Pipe or Plastic Pipe

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

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

420.3.6 Backfilling

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

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

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

420.3.7 Tile Connections

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

be made in the new tile drain for a connection, the opening shall be field cut or cored. After the opening is cut in the new tile any gaps or voids around the connection shall be sealed with mortar, low-expanding spray foam or geotextile. Lateral tubing shall not protrude more than 25mm beyond the inside wall of the new tile drain. The Contractor shall ensure that any material used to seal the connection does not protrude beyond the inside wall of the new tile drain.

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

420.3.8 Stones and Rock

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

420.3.9 Brush, Trees and Debris

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

420.3.10 Subsoil Instability

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

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

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

420.3.11 Broken or Damaged Tile

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

420.3.12 Excess Tile

All excess tile shall be removed from the job site.

420.3.13 Catchbasins*420.3.13.1 General*

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

420.3.13.2 Materials

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

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

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

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

420.3.13.3 Installation

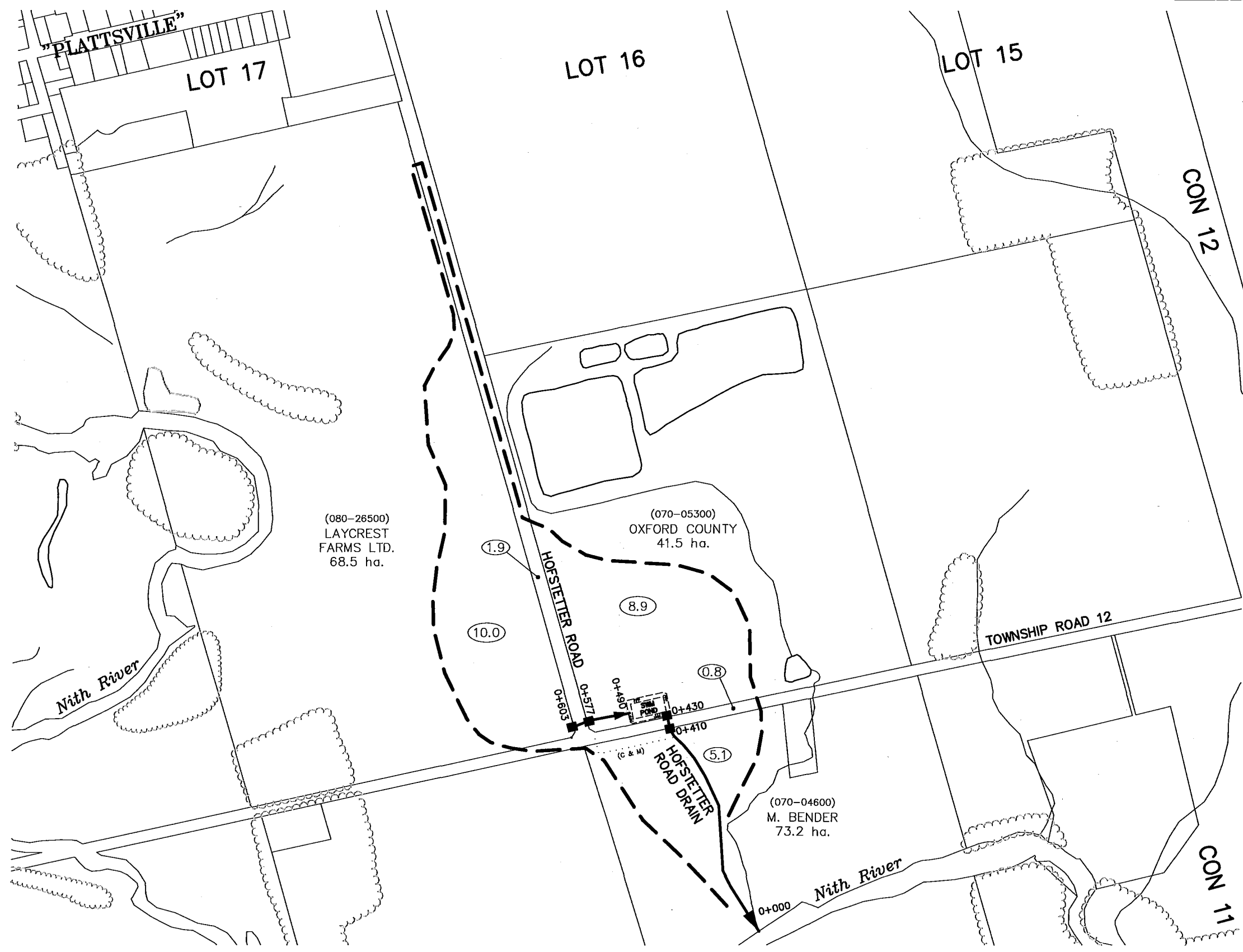
All tile or pipe connected to concrete catchbasins shall be mortared or secured in place so that no gaps remain at the connection. Mortar is to be applied on both the inside and outside wall surfaces.

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

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

420.3.14 Junction Boxes

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

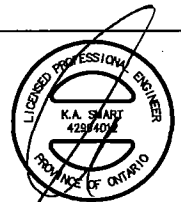


NOTE:
 ALL ROLL NUMBERS BEGIN WITH 32-45-020-
 (ie. 070-04600 IN FULL IS 32-45-020-070-04600)

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

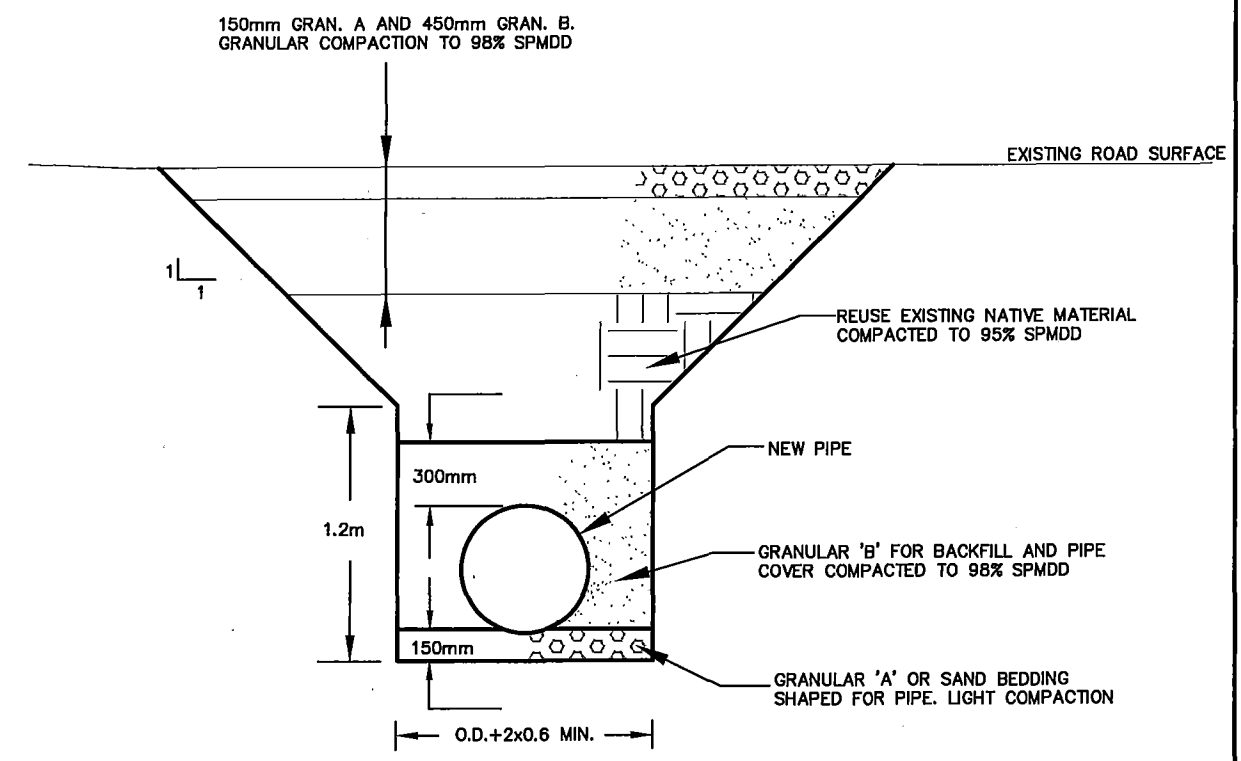
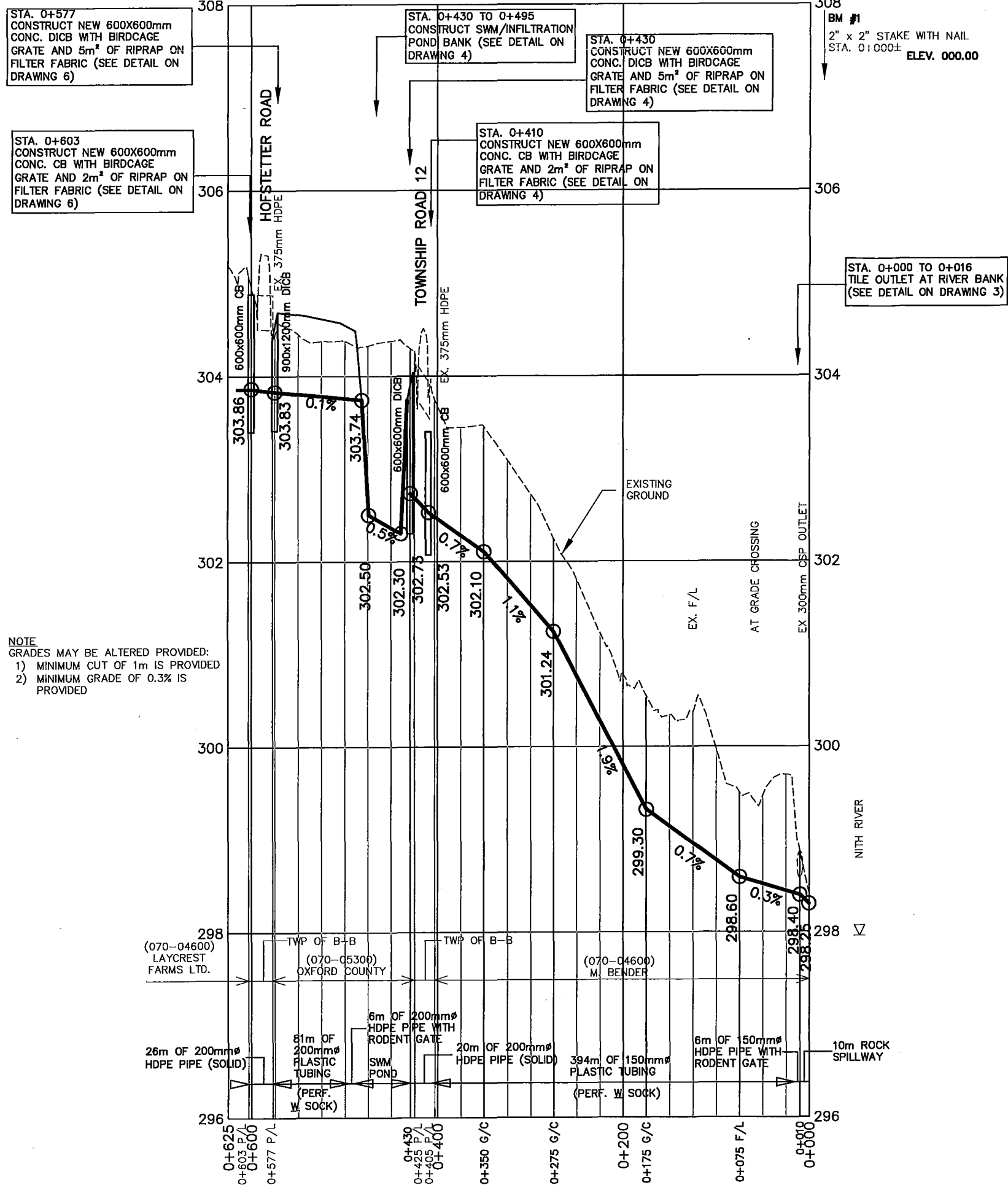
PLAN LEGEND	
	MAJOR WATERSHED
	PROPOSED DRAIN
	WATERCOURSE
	ACCESS FOR CONSTRUCTION & MAINTENANCE
	APPROXIMATE HECTARES IN WATERSHED
	HECTARES OWNED
	ASSESSMENT ROLL NUMBER

DESIGNED BY: R.J.R.
 CHECKED BY: K.A.S.
 DRAWN BY: R.J.R.
 CHECKED BY: K.A.S.



SCALE
 0 75 150m
 (1:7,500 ON 11"x17")

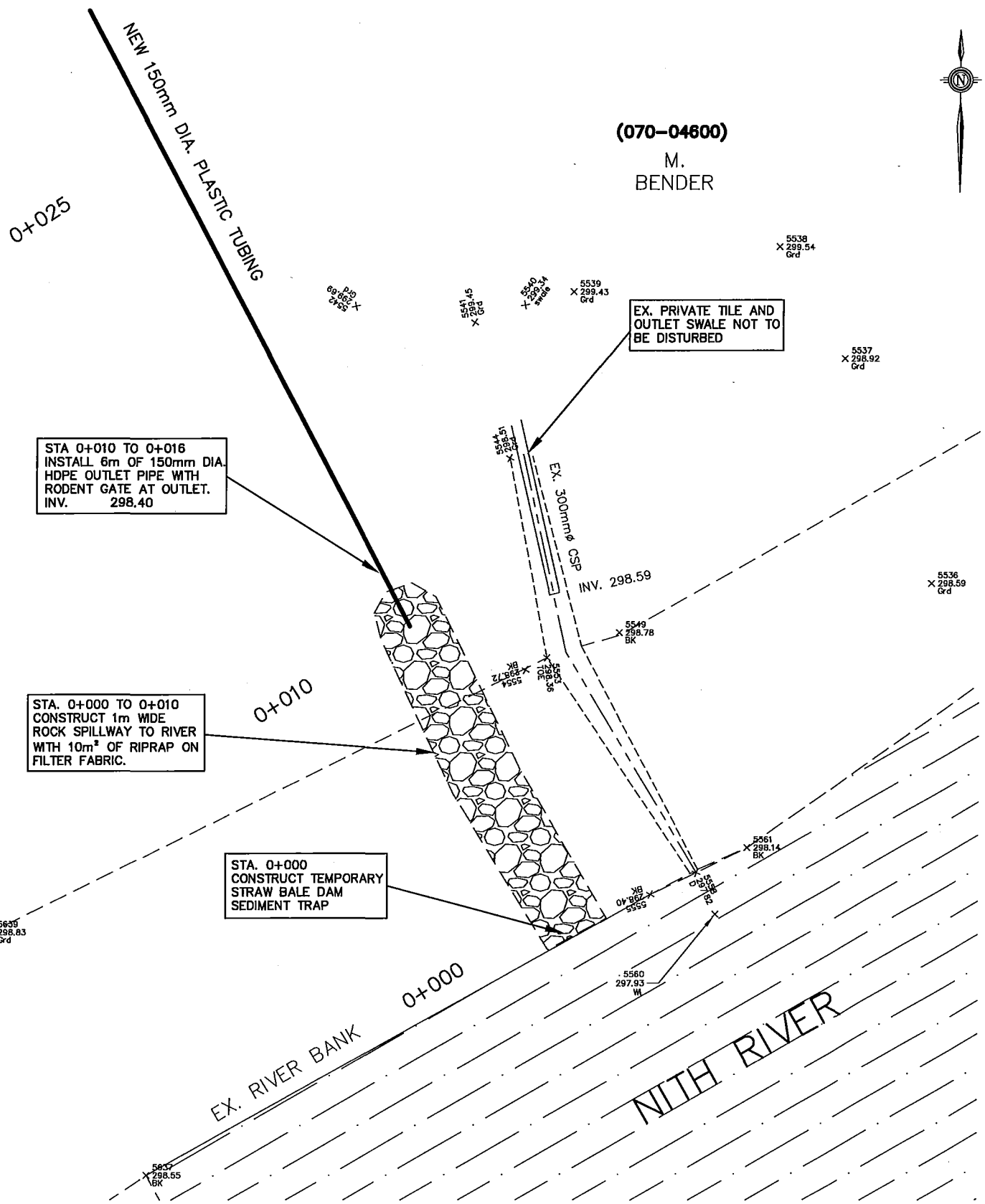
HOFSTETTER ROAD DRAIN	
COUNTY OF OXFORD TOWNSHIP OF BLANDFORD-BLENHEIM	
WATERSHED PLAN	MAY 23, 2018
K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY	
REVISED:	JOB NUMBER: 17-238
DRAWING 1 OF 8	



TRENCH DETAIL FOR ROAD CROSSING BY OPEN CUT (GRAVEL SURFACE)
N.T.S.

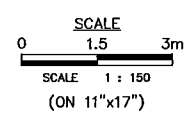
- NOTES:**
- ALL WORK TO BE IN ACCORDANCE WITH OPSS AND OPSD EXCEPT IF MODIFIED HEREIN
 - NEW FROST TAPER NOT REQUIRED UNLESS REQUESTED AT TIME OF CONSTRUCTION. BLEND INTO ANY EXISTING TAPERS
 - NEW FROST TAPERS IF REQUIRED ARE TO BE IN ACCORDANCE WITH OPSD 803.03 AND ADDITIONAL PAYMENT WILL BE ALLOWED
 - ALL SURPLUS EXCAVATED MATERIAL TO BE HAULED AWAY
 - OPEN CUT INSTALLATION METHOD WILL RESULT IN TEMPORARY ROAD CLOSURE AND DETOUR. TRAFFIC CONTROL REQUIRED TO TOWNSHIP'S SATISFACTION.
 - ALL UTILITIES MUST BE LOCATED BY THE CONTRACTOR
 - REFER TO GENERAL AND/OR SPECIFIC CONSTRUCTION NOTES FOR CONFIRMATION OF PIPE TYPE, SIZE AND LENGTH PLUS TYPE OF END TREATMENT (RIPRAP)
 - TOPSOILS TO BE STRIPPED, SAVED AND REPLACED
 - GRADING TO MATCH ADJACENT TO BE DONE.
 - ALL GREEN AREAS TO BE SEEDED.

DESIGNED BY: R.J.R.		SCALE 0 50 100m (SCALE 1:5000) HORZ.
CHECKED BY: K.A.S.		0 0.5 1m (SCALE 1:50) VERT. (ON 11"x17")
DRAWN BY: R.J.R.		
CHECKED BY: K.A.S.		
HOFSTETTER ROAD DRAIN		
COUNTY OF OXFORD TOWNSHIP OF BLANDFORD-BLENHEIM		
PROFILE		MAY 23, 2018
K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY		REVISED:
		JOB NUMBER: 17-238
		DRAWING 2 OF 8



HOFSTETTER ROAD DRAIN	
COUNTY OF OXFORD	TOWNSHIP OF BLANDFORD-BLENHEIM
OUTLET DETAIL	MAY 23, 2018
K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY	REVISED:
	JOB NUMBER: 17-238
	DRAWING 3 OF 8

DESIGNED BY: R.J.R.
 CHECKED BY: K.A.S.
 DRAWN BY: R.J.R.
 CHECKED BY: K.A.S.





STRIP AND SAVE TOPSOIL. CONSTRUCT 55m x 25m SWM/INFILTRATION POND WITH 5:1 SIDE SLOPES AND 0.5% BOTTOM SLOPE (OVER EXCAVATE FOR TOPSOIL REPLACEMENT). PROVIDE FOR BUFFER AND BANK SLOPE SEEDING. APPROX. 1600m³ OF SPOIL TO BE EXCAVATED AND HAULED OFF SITE. FINISHED TOP OF BANK OF POND TO BE AT 304.40 OR GREATER (MINOR BERMING MAY BE REQUIRED AT CERTAIN LOCATIONS)

TOPSOIL (SAVED) AND SEED GRASSED BUFFER AROUND PERIMETER OF SWM POND AND TOPSOIL (SAVED) AND SEED BANK SLOPES (APPROX 0.2HA TOTAL).

INSTALL 140m OF NEW PAGE WIRE FENCE AROUND THREE SIDES OF SWM POND INCLUDING 4m WIDE MAINTENANCE ACCESS GATE AND TIE INTO EXISTING PASTURE/ROAD FENCE

(070-05300)
OXFORD COUNTY

STA. 0+430
CONSTRUCT 600x600mm CONC. DICB WITH BIRDCAGE GRATE AND 5m² OF RIPRAP ON FILTER FABRIC..
HIGH WALL 304.04
LOW WALL 303.74
S. INV 302.73 (200mm HDPE)
SUMP 302.43

STA. 0+420 TO 0+430
CONSTRUCT 1m WIDE ROCK SPILLWAY WITH 10m² OF RIPRAP ON FILTER FABRIC.
U/S INV 304.04
D/S INV 303.74

PROVIDE 300mm± OF ADDITIONAL COVER FOR PIPE WITH EXCAVATED POND MATERIAL

STA. 0+490
INSTALL 6m OF 200mm DIA. HDPE PIPE WITH RODENT GATE AND CONSTRUCT ROCK SPILLWAY WITH 10m² OF RIPRAP ON FILTER CLOTH INV. 303.74

CONSTRUCT ROCK SPILLWAY WITH 10m² OF RIPRAP ON FILTER CLOTH FOR DITCH WATERS TO ENTER POND

STA. 0+410 TO 0+430
INSTALL 20m OF 200mm DIA. HDPE PIPE BY OPEN CUT AND RESTORE ROAD WITH NATIVE FILL AND GRAN SURFACE.
U/S INV. 302.73
D/S INV. 302.53

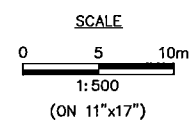
STA. 0+410
CONSTRUCT 600x600mm CONC. CB WITH BIRDCAGE GRATE AND 2m² OF RIPRAP ON FILTER FABRIC.
TOP 303.45
N. INV 302.53 (200mm HDPE)
S. INV 302.53 (150mm TUBING)
SUMP 302.23

STA. 0+423
EXTEND DITCH 10m± AND CONSTRUCT POND MAINTENANCE ACCESS WITH 6m LENGTH OF 375mm DIA. HDPE PIPE. USE NATIVE FILL WITH GRAN SURFACE (MIN. 300mm OF COVER OVER PIPE).
U/S E INV 303.78
D/S W INV 303.74

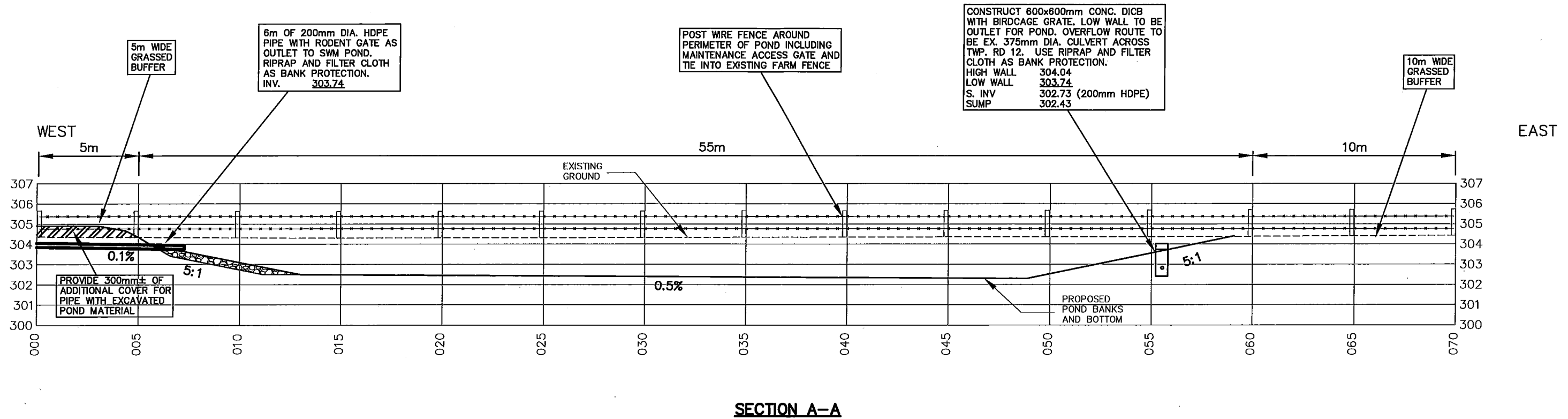
(070-04600)
M. BENDER

LEGEND	
	GRASSED BUFFER
	RIPRAP
x 189.89	EXISTING ELEVATION
302.40	PROPOSED GRADE ELEVATION
- - - -	EXISTING AND/OR PROPOSED FENCE



DESIGNED BY: R.J.R.
CHECKED BY: K.A.S.
DRAWN BY: R.J.R.
CHECKED BY: K.A.S.



HOFSTETTER ROAD DRAIN	
COUNTY OF OXFORD TOWNSHIP OF BLANDFORD-BLENHEIM	
SWM POND DETAIL	MAY 23, 2018
	REVISED:
	JOB NUMBER: 17-238
	DRAWING: 4 OF 8



SECTION A-A

DESIGNED BY: R.J.R.		SCALE 0 2 4m (SCALE 1:200) HORZ. (ON 11"x17")
CHECKED BY: K.A.S.		
DRAWN BY: R.J.R.		
CHECKED BY: K.A.S.		
HOFSTETTER ROAD DRAIN		
COUNTY OF OXFORD TOWNSHIP OF BLANDFORD-BLENHEIM		
SWM POND SECTION		MAY 23, 2018
 K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY	REVISED:	
	JOB NUMBER: 17-238	
	DRAWING	5 OF 8

(080-28500)
LAYCREST
FARMS LTD.

(070-05300)
OXFORD
COUNTY

PROVIDE 300mm± OF
ADDITIONAL COVER FOR
PIPE WITH EXCAVATED
POND MATERIAL

STA. 0+577 TO 0+603
INSTALL 26m OF 200mm DIA. HDPE PIPE
BY OPEN CUT AND RESTORE ROAD AND
WALKWAY WITH NATIVE FILL AND GRAN
SURFACE TO MATCH EXISTING CONDITIONS.
U/S INV. 303.86
D/S INV. 303.83

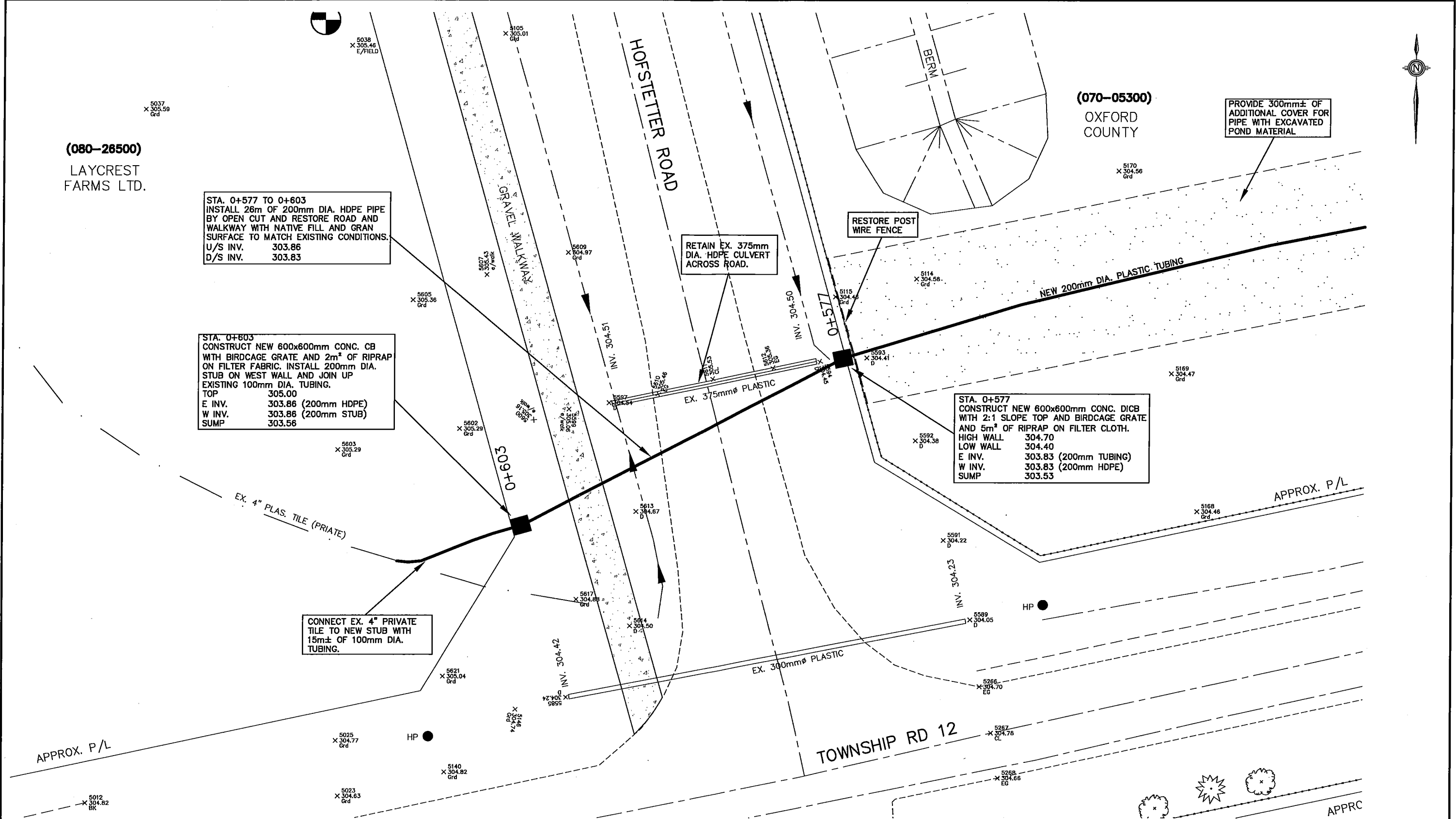
STA. 0+603
CONSTRUCT NEW 600x600mm CONC. CB
WITH BIRDCAGE GRATE AND 2m² OF RIPRAP
ON FILTER FABRIC. INSTALL 200mm DIA.
STUB ON WEST WALL AND JOIN UP
EXISTING 100mm DIA. TUBING.
TOP 305.00
E INV. 303.86 (200mm HDPE)
W INV. 303.86 (200mm STUB)
SUMP 303.56

STA. 0+577
CONSTRUCT NEW 600x600mm CONC. DICB
WITH 2:1 SLOPE TOP AND BIRDCAGE GRATE
AND 5m² OF RIPRAP ON FILTER CLOTH.
HIGH WALL 304.70
LOW WALL 304.40
E INV. 303.83 (200mm TUBING)
W INV. 303.83 (200mm HDPE)
SUMP 303.53

CONNECT EX. 4" PRIVATE
TILE TO NEW STUB WITH
15m± OF 100mm DIA.
TUBING.

RETAIN EX. 375mm
DIA. HDPE CULVERT
ACROSS ROAD.

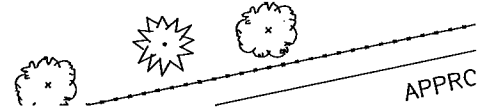
RESTORE POST
WIRE FENCE



APPROX. P/L

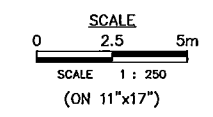
APPROX. P/L

TOWNSHIP RD 12



HOFSTETTER ROAD DRAIN	
COUNTY OF OXFORD TOWNSHIP OF BLANDFORD-BLENHEIM	
ROAD CROSSING DETAIL	MAY 23, 2018
K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER SUDBURY	
DESIGNED BY: R.J.R.	REVISIONS:
CHECKED BY: K.A.S.	JOB NUMBER: 17-238
DRAWN BY: R.J.R.	DRAWING
CHECKED BY: K.A.S.	6 OF 8

DESIGNED BY: R.J.R.	
CHECKED BY: K.A.S.	
DRAWN BY: R.J.R.	
CHECKED BY: K.A.S.	



300) CONSTRUCTION NOTES (SPECIAL PROVISIONS)

300.1) SPECIFIC NOTES

M. Bender (Roll No. 070-06400)

- 0+000 - Construct temporary straw bale dam/sediment trap.
- 0+000 to 0+010 - Construct 1m wide rock spillway with 10m² of riprap on filter cloth
- 0+010 to 0+016 - Install 6m of 150mm dia. HDPE outlet pipe with rodent gate
- 0+016 to 0+410 - Install 394m of 150mm dia. plastic tubing (perforated w sock)
- 0+120 - Repair existing post wire fence
- 0+405 - Repair existing post wire fence

Township Road 12 (Township of Blandford-Blenheim)

- 0+410 - Construct 600x600mm conc. CB with birdcage grate and 2m² riprap on filter cloth and connections
- 0+410 to 0+430 - Install 20m of 200mm dia. HDPE pipe across Twp. Rd 12 by open cut. Restore road with native backfill and gran surface as per road crossing detail.
- 0+423 - Extend ditch 10m± and construct pond maintenance access with 6m of 375mm dia. HDPE pipe. Use native fill with granular surface (min. 300mm of native cover over pipe)
- 0+425 - Repair existing post wire fence
- 0+420 to 0+430 - Install 1m wide rock spillway with 10m² of riprap on filter cloth

Oxford County (Roll No. 070-05300)

- 0+430 - Construct 600x600mm conc. DICB with birdcage grate and 5m² riprap on filter cloth and connections
- 0+430 to 0+495 - Strip save and replace topsoil and excavate 55m x 25m x 2m (L x W x D) SWM pond. Include topsoil and seeding of pond banks and slopes (approx. 0.2ha) and hauling of spoil (approx. 1600m³ sandy loam). Topsoil to be placed to existing thickness. Over dig for topsoil replacement
- 0+430 to 0+495 - Install 140m of new page wire fence around three sides of SWM pond and tie into existing pasture/road fence
- 0+480 to 0+490 - Install 1m wide rock spillway with 10m² of riprap on filter cloth
- 0+490 to 0+496 - Install 6m of 200mm dia. HDPE outlet pipe with rodent gate
- 0+496 to 0+577 - Install 81m of 200mm dia. plastic tubing (perforated w sock)

Hofstetter Road (Township of Blandford-Blenheim)

- 0+577 - Construct 600x600mm conc. DICB with birdcage grate and 2m² of riprap on filter cloth
- 0+577 to 0+603 - Install 26m of 200mm dia. HDPE pipe across Hofstetter Rd by open cut. Restore road with native backfill and granular surface as per road crossing detail. Restore walkway with native backfill and pea gravel surface to match to existing.
- 0+603 - Construct 600x600mm conc. CB with birdcage and 2m² riprap on filter cloth and connections

300.2) GENERAL NOTES

Working Area

- For work to install new tile drains, the average working area width is to be 20m.
- A 30m radius turn-around area for equipment is to be provided at each end.
- A 10m x 10m area is required at catchbasin locations.
- 40m average width for the SWM pond work is required.

Refer to Standard Specification for Construction of Drains, Section 400.4 for exceptions.

Access (Standard Specification for Construction of Drains, Section 400.5)

The Contractor shall have access to the drain along the routes shown on the plan. The access routes shall be along existing laneways or paths or where none exist, along a 6m wide (maximum) path. All specifications governing fences, livestock and crops during drain construction shall apply to access routes except where superseded by notes on the drawings. No other access routes shall be used unless first approved by the Engineer and affected landowner. The Contractor shall also contact each owner prior to using designated accesses.

Telephone numbers for contact are:

(32-45-020)			TO BE
-070-06400	M. Bender		PROVIDED
-070-05300	Oxford County		AT TIME
-080-26500	Laycrest Farms Ltd. (Gary Hofstetter)		OF CONSTRUCTION

Twp of Blandford-Blenheim (Jim Harmer, Drainage Supt) 519-463-5347

Engineer (K. Smart, P. Eng. (Ext 224), Naf Kulafofski (Ext 245) 519-748-1199
or Ray Roscovich (Ext 248)

One Call Centre 1-800-400-2055

Tile Drain Work

Refer to Specific Notes and 420 – Standard Specifications for Tile Drains.

Plow installation methods are preferred and recommended due to soil being sandy loams

Stripping Topsoil

Wherever tile are installed in a trench wider than 0.6m, topsoils are to be separately saved and replaced over the trench backfill as part of the project and to a 5m minimum width. If any of the spoil from the wheel trencher or backhoe would be discharged on existing topsoil outside of the 5m width, a greater width of topsoil is to be stripped so that no spoil materials are placed, even temporarily, on topsoils. Also wherever excavated materials from any ditch cleanout are leveled on topsoiled and worked field areas, the topsoils are to be stripped in advance and then be leveled over the spoil once it is leveled.

High Density Polyethylene Pipe (HDPE) (Where Required)

HDPE pipe to be solid, Big O Boss 2000 (Series 320 below roads and in deep cuts, and Series 210 elsewhere) or equivalent except where noted. Joints are to be gasketed bell and spigot. Joints with concrete or steel pipe to be tight and to be wrapped with filter fabric. A shaped earth bedding will be sufficient except at road crossings. Topsoils are to be separately stripped and replaced if done by backhoe. To provide for some future consolidation, the backfilling may be left slightly mounded over the pipe prior to the placement of topsoil. All mounds are to be smoothly graded at completion.

Tile Connections

The Contractor is to verify with each owner prior to starting, any systematic drainage scheme existing on each property and is to make provisions for connecting all headers and laterals.

All subsurface drainage tile encountered along the route of the proposed closed drain are to be connected up to the new drain if the intercepted tile are clean and do not contain polluted water. Tile which are full of sediments or which contain polluted waters are not to be connected. Any connections which are described in these notes (primarily at catchbasins) are to be included as part of the new tile work. Any connections not described will be paid at connection prices set out in tender. If additional material is required to make the connection, plastic tubing equal in diameter to the drain to be connected (if tubing) may be used. If the drain to be joined is smooth wall material one size larger tubing is required. Where it is evident that a new header drain would be less

expensive and/or less disruptive, the Engineer may authorize a header rather than individual connections into the larger tile. This decision will be made on site once the extent of laterals to be intercepted is known.

All tile connections are to be flagged by the Contractor so the Engineer can GPS the location for future reference. The payment for connections is to be as set out in the tender form.

Outlet Pipe

The outlet pipes specified in this report shall have rodent gates secured to them. The rodent gate shall be free moving and as supplied by Coldstream Concrete Products Ltd. or equal. The outlet pipe shall protrude no more than 1.0 metre from the bank and filter fabric and riprap shall be placed around and below the outlet pipe and into the channel bottom, with such riprap being set to be flush with the bank on either side. The discharge from the outlet pipe shall land on the riprap. Outlet pipes are to be a minimum of 6m in length and are to be desirably HDPE plastic pipe Series 210 with equal or larger diameter than the concrete tile. Corrugated steel pipe (2.0mm wall, 68x13mm corrugations) will also be accepted with minimum length of 6m and with sizes sufficient to envelope the tile. Lengths of HDPE or CSP to be supplied and used as necessary at no additional cost.

Catchbasins

All catchbasins are to be concrete and as supplied by Coldstream Concrete or equal. Backfill around all new catchbasins is recommended to be compacted 19mm clear crushed stone to avoid future settlements and Contractor obligations to repair such and to ensure connected tile has granular backfill.

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

Grates are to be birdcage grates as manufactured by Coldstream Concrete or approved equal. Grates are to be the full opening size of the catchbasin regardless of size. All grates to be secured with non-corrosive fasteners. Marker stakes as supplied by Coldstream Concrete or equal are to be placed beside each catchbasin.

Final locations of catchbasins to be set in field by or confirmed with Engineer prior to ordering or materials so required lift heights are obtained. Stubs to be provided in each catchbasin as per specific construction notes.

Once details of existing tile are known, and the Engineer is aware, the Engineer will provide elevations for catchbasin fabrication or will review the supplier's shop drawings. If the Contractor assumes responsibility of the location of existing tiles, the Engineer can provide these elevations prior to field investigations, but some alterations at construction may be necessary by the Contractor. Catchbasin details are included but as noted Contractor should confirm existing tile locations and elevations before using these details for catchbasin fabrication. Shop drawings for new CB's to be pre-approved by the Engineer.

All ditch inlet catchbasins are to have a small berm constructed at them.

If any catchbasins are cast-in-place, shop drawings of catchbasins and grates are also required. Shop drawings will have to show concrete reinforcement and full opening grate equal to or better than that of precast work by Coldstream or equal and that satisfies all OPSS specifications.

Where pre-locates are undertaken by the Township, revised data for CB fabrication will be supplied by the Engineer.

Fences

All existing fences are to be both removed and re-erected by Contractor to existing conditions or better unless described otherwise by notes on the drawings. Refer to Standard Specifications for Construction of Drains, Section 400.24.

The new 140m of fence around the SWM pond (tied into existing fence) shall be 9 strand page wire type at a height of 48" with 5" dia. (8' long) wood posts (cedar or pressure treated) and 1 1/4" (8' long) steel T-posts. Post spacing shall be 12' at a ratio of 2 steel posts / 1 wood post. Provide for barbed wire top strand.

Fencing to be as per Canada Plan Service leaflet 8365 on page wire fencing

Livestock

Refer to Standard Specifications for Construction of Drains, Section 400.25 re livestock and fences.

Geotextile Fabric

To be non-woven fabric, rot proof, non-biodegradable, chemically resistant to acidic or alkaline soils, dimensionally stable under different hydraulic conditions and is to be a material whose primary function is a high permeable non-clogging soil separator for fine soils and is to be suitable for its intended use as joint wrap and/or catchbasin grate filter and/or underlay for riprap. Contractor is to avail himself of manufacturer's recommendations for installation, cutting and precautions necessary to avoid damage to fabric.

Filter fabric is available from:

Coldstream Concrete Ltd.

Ilderton, Ontario

(519) 666-0604

Other approved equals will also be considered by the Engineer. Approval must be obtained prior to construction.

Riprap

All riprap is to be placed on a filter fabric underlay (Allied NW6 or Terrafox NW6 360R or equal is suggested) unless directed otherwise on drawings.

Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 500mm (except where modified by specific notes). The riprap is to be graded angular heavy stone (quarry stone is required) with particles averaging in size from 225mm to 300mm and is to be placed to a 500mm thickness. All slopes for riprap are to be no steeper than 3:1 even if drawings indicate different.

Sufficient fine particles are to be included in riprap to fill voids. Wherever riprap is used, the area is to be overdug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

Where riprap is to convey upstream top waters to the ditch, it shall be placed as a saucer shaped rock chute with an extra 2 metre length at the top of the chute and a 3 metre splash pad at the bottom of the chute. The shape of the chute is to be approved by the engineer prior to completion.

Utilities

The Contractor shall arrange with all local utility companies (telephone, Union Gas, hydro) to verify the location of all utilities within road allowances and on private lands. All utilities shall be exposed to the satisfaction of the utility company to verify that their elevations will not conflict with the construction of the drain at the specified elevations. Provisions for protection and relocation of utilities that conflict with the drain as designed will be determined at the time of construction.

Seeding of Non-Lawn Areas

For seeding use mechanical (cyclone) spreader and the following shall apply:

Seed mixture to be applied at 60kg/ha and to be as follows:

i) Ditch banks

35% Creeping Red Fescue

25% Birdsfoot Trefoil

25% Kentucky Bluegrass

10% Cover Crop (Oats, Rye, Barley, Wheat)

5% White Clover

ii) Berms, Waterways (If Required)

Seed mixture shall be an approved mixture (Canada No. 1) suitable for waterway construction. Preapproval by the Engineer is required. Contractor shall arrange for watering new seed with owners. Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Also to be in accordance with OPSD 572 (seeding and mulching).

Fertilizer to be 5:20:20 or 10:10:10 applied at 300 kg/ha.

Seed and fertilizer to be applied as soon as possible after excavation (the end of the day).

To provide temporary cover for late fall planting add as additional 10 kg/ha of rye or winter wheat.

Areas that remain grassed after excavation may not need to be seeded as directed by the Engineer.

Contractor responsible for additional seeding to provide uniform catch during one year maintenance period.

Seeding of Disturbed Green/Lawn Areas (Where Required – Including Road Right of Ways)

Seed mixture shall be an approved residential lawn mixture (Canada No. 1).

Contractor shall arrange for watering new seed with owners. Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Also to be in accordance with OPSD 572 (seeding and mulching).

Open Cut Road Crossings (Township Roads)

The Road Authority is to be given 72 hours' notice of construction within their right-of-way. Proper detour signing in accordance with MTO signing manual to be used where roads are closed or restricted. If at all possible, one lane of traffic is to be maintained and traffic control with 2 flagmen will be necessary. Contractor is responsible to repair any settlement which occurs within warranty period. The location of the road crossing shall be confirmed with the Engineer and Road Authority prior to excavation. Invert elevations are evident on the drawings. The Trench Detail on the drawings and the special construction notes shall also apply. If the Road Authority requires granular rather than native material backfill where native is allowed on the Trench Detail, additional payment will be allowed. Where granular is shown to be required, such is to be included as part of the tender. All surplus materials are to be hauled away. In the boulevards, topsoils shall be separately stripped and replaced. Seeding is required. All backfill to be compacted to 98% S.P.D. Pipe materials are to be as noted in the specific construction notes. All catchbasins in road allowances are to be kept near outside edges of road allowance, except where it is evident from the drawings that the catchbasins should be in ditch areas.

All old crossings are to be located, removed and disposed of. Where noted, some may remain but are to be fully sealed with pumped concrete as part of the tender.

The following additional specifications apply for Road crossings:

1. Signing to be erected, if required, on the roadway at each crossing advising of construction work ahead. Signs can only be avoided if Road Authority agrees. Signs and layout pattern to be approved by the road authority. Speed zone signs are not necessary.
2. Payment is by lump sum.
3. Underground Bell (telephone) lines, Union Gas, and/or Ontario Hydro will have to be located and protected, to be backfilled, compacted and restored to owner's satisfaction.

Temporary Straw Bale Dam/Sediment Trap

Temporary straw bale dam/sediment traps shall be installed in any ditch prior to any excavation taking place upstream of that location. The trap may be straw bales unless rock is specified. The straw bale dam is to consist of a minimum of 2 rows of 3 bales each with 2 iron fence posts or 1.2m long wood stakes per bale are to be used. The straw bales are to be embedded 150mm.

The Contractor shall maintain the temporary straw bale dam/sediment trap during the course of construction and for up to one year after completion of the work. The sediment traps shall be temporary (one year) and shall stay in place over one winter (or for less time if the Engineer directs) and are to be removed and disposed of. Accumulated sediments shall be removed and leveled as well. As well, prior to leaving the project site, at the end of the construction year, any accumulated sediments shall be removed and leveled. The Contractor can choose to use rock for temporary sediment trap. If so, the note below applies.

SWM/Infiltration Pond

The Engineer will layout the top of banks of the pond prior to excavation. The landowner, Contractor and Engineer are to meet prior to excavation and agree on disposal of excavated materials, treatment of existing outlets and riprap areas.

Berm Construction (Where Required)

Berms shall be constructed or repaired as required. The work shall involve stripping of topsoils where required, placement of excavated materials from the job site, compaction of such in 300mm lifts, grading such to the section required by the specifications or drawings and then topsoils shall be placed or replaced on such and shall be graded and then shall be seeded.

Other provisions that apply with respect to clearing and grubbing and attendance to landscaping features shall be attended to for berm construction.

On this project, berm work will only be necessary as noted on the detail drawings, and is to be included as part of the catchbasin work.

In almost all cases, the berm work necessary is to temporarily remove existing stone berms and then to reconstruct to existing condition.

Review of Drain with Landowners and Township Prior to Start-up

The drain is to be walked by the Contractor, Township and Engineer (or his assistant) and each landowner prior to construction. It is expected that different portions will be examined at different times. The Contractor shall give the Engineer, Township and landowners at least one week notice of the time that the review may be undertaken. Should the Engineer or Township wish to be present they may so attend. Any difference of opinion as to the work to be done shall be referred to the Engineer for decision. If the landowner is not contacted for such review, he is to advise the Engineer and/or Township.

Sign-Off Letters at End of Construction

The Contractor shall, at the end of construction, obtain from each landowner a statement indicating that the work has been performed to the landowner's satisfaction. If the Contractor is unable to get such letter from the landowner, the Engineer will determine if further work is required prior to releasing the Contractor from the work without the landowner's letter.

As an alternate, at the Engineer's discretion, if the landowner attends a post-construction meeting and/or speaks to the Engineer prior to the post-construction meeting, the written sign-off requirement may be waived.

Pre and Post Construction Meetings

The Contractor may be required to attend a pre- and post- construction site meeting with the Engineer, landowners and Township before starting and after finishing the work.

HOFSTETTER ROAD DRAIN

County of Oxford Township of Blandford-Blenheim

File No. 17-238

MAY 23, 2018

Drawing 8 of 8

**APPENDIX C - ESTIMATED NET ASSESSMENTS
HOFSTETTER ROAD DRAIN
Township of Blandford-Blenheim**

	Con	Lot	Roll No.	Owner	Gross Assessment (\$)	1/3 Grant (\$)	Allowance (\$)	Net Assessment (\$)
	<u>Twp. Of Blandford-Blenheim</u>							
				<u>Lands</u>				
			(32-45-020-)	Former Blenheim Twp.				
	11	16	070-04600	M. Bender	3,068	-	1,700	1,368
	S½ 12	16	070-05300	Oxford County	15,991	-	11,550	4,441
F	12	17	080-26500	Laycrest Farms Ltd.	20,114	6,705	100	13,309
			Sub-total (Lands):		39,173	6,705	13,350	19,118
				<u>Roads</u>				
		Township Road 12		Township of Blandford-Blenheim	19,134	-	-	19,134
		Special Assessment to Township Rd. 12			10,620	-	-	10,620
		Hofstetter Road		Township of Blandford-Blenheim	19,323	-	-	19,323
		Special Assessment to Hofstetter Road			11,930	-	-	11,930
			Sub-total (Roads):		61,007	-	-	61,007
	TOTAL ASSESSMENT HOFSTETTER ROAD DRAIN:				100,180	6,705	13,350	80,125

Notes:

1. The above lands marked "F" are currently classified as agricultural according to the OMAFRA and are therefore entitled to a 1/3 grant . Eligibility for the 1/3 grant will be confirmed at the time the final cost is levied.
2. Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the Township. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
3. Actual assessment is levied to the owner of the parcel at the time the final cost is levied.



TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From:	Jim Borton Director of Public Works
Reviewed By:	Rodger Mordue	Date:	May 31, 2018
Subject:	Monthly Report	Council Meeting Date:	June 6, 2018
Report #:	PW-18-15		

Recommendation:

That Report PW-18-15 be received as information.

Road Crew Activities

- Grading Township roads
- Spring gravel program
- Dust control

Capital

- CN Bridge on Gobles Rd. – See report PW-18-16
- Spring gravel was completed May 31st & Dust control is expected to be completed by June 7th.
- Township Road 12 Bridge 20 – EA study is complete and comment period has closed. We did get comments back from GRCA, MOECC (Ministry of the Environment and Climate Change) and MTCS (Ministry of Culture (Tourism and Sport). I am working with KSmart engineering to satisfy all comments so we can keep moving forward with the project.
- Bridge 51 – Pre construction meeting was held May 29 with the contractor and KSmart. Start date is June 20 for some site prep and in water work will start July 3. Completion by August 31.
- Blenheim Rd at Township Rd 14 – Road milling was done May 30 & 31. SEG and Township crews will start to cut the hills down on June 4.

Flooding February 19-22 2018

- Bridge #39 (Silver Bridge) – Theo Vandenberg Construction has started the repairs, completion of work to be no later than June 15.
- Bridge #3 Shared with Wilmot Township – Wilmot has decided to do the repairs required to get the bridge re-opened. Blandford-Blenheim share of the cost of repair and engineering is approximately \$23,000.00. Theo Vandenberg Construction will be doing the repairs once they have completed Bridge 39.
- The cleanup of the ditches and gravel has been added to the roads to get them back to pre flood condition. The deadline to submit is June 20.

County Shared Service/Road Association/Training

- Shared Services meeting – Our May meeting was held in Norwich, the main topic was the upcoming gravel season and dust control.
- Road Association – There is a bus trip planned for June 5-7 to attend the annual AORS trade show.
- Training – The Township Public Works and Community Services students were sent with Oxford County students for Book 7 and Traffic control training.

Other

- Attended a meeting with Jim Harmer and KSmart Engineer regarding the Hofstetter Drain.
- Met with Jeff Molenhuis, Director of Public Works for Wilmot Township regarding flood damage to Oxford-Waterloo Rd. and Bridge 3.
- Brush and Compost Depot – Oxford County has decided to change the way this program is run. As of January 1 2019 the Township will no longer transport brush or compost to the Salford Landfill. Instead a 50 yard bin will be left and once full, a contractor will come and transport. The Township will still be responsible for maintaining the depot and filling the bin. In 2018 we projected revenue of \$53,000.00 for maintaining and hauling the brush and compost. Going forward this will be significantly reduced.

Attachments:

Respectfully submitted by:



Jim Borton
Director of Public Works



TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From:	Jim Borton Director of Public Works
Reviewed By:	Rodger Mordue	Date:	May 31, 2018
Subject:	Gobles CN bridge replacement	Council Meeting Date:	June 6, 2018
Report #:	PW-18- 16		

Recommendation:

That Report PW-18-16 be received as information;

And further that Council accepts CN proposal to accept the RFP from Dagmar Construction Inc. for the replacement of Gobles bridge.

Background:

Council approved a 50/50 cost sharing on May 15, 2017 for the replacement of Gobles Bridge with a 2 lane wood structure by Wood Research and Design Structure.

The design proposal by Wood Research and Design has been found to be inadequate and due to other inaccuracies CN has terminated the contract.

CN had conversations with the other 2 bidders regarding the designs and a new RFP was then issued.

Analysis/Discussion:

CN received two submissions for the new RFP. 1 from Dagmar Construction Inc. for \$2,881,333.03 and 1 from Dufferin Construction for \$3,119,000.00.

Utilizing the low bid, adding 10% contingency on the contract only, and for CN flagging and supervision, the updated budget is \$3.4 M.

Comparably, the previous contractors price for the wood structure, an allowance for CN flagging and supervision, and an overall contingency allowance of 15% had established the previous budget at \$2.0 M.

Looking through the proposals, the key differences are the road works required to create a smooth profile over the bridge and the number of working days in the active rail corridor (increase days of CN Flagging). These account for \$1.2M.

CN has spoken with the low bidder to understand the design concept. The design addresses the required track clearances, the road profile, keeps the road within the current alignment, and addresses the change to the driveway into the resident at the south east corner. However, there are some things in the design which are assumed (and consistent in both proposals) which is ensuring the road approaches are widened to current standards.

Based on the results, and the meeting, its CN's understanding the low bidder is willing to meet and permit the design concept to be further refined. Supported methods to minimize costs would permit reduction to the budget. In order to have this meeting and resolve potential savings, the project would need to be awarded in order to move it forward.

Financial:

Previous budget:	\$900,000.00
Projected cost:	\$2,881,333.03
10% contingency:	\$300,000.00
Flagging of Tracks	\$200,000.00
Total	\$3,381,333.03

Township share	\$1,690,666.50
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Attachments: Bid Abstract

Gobles bridge plan drawing

Respectfully submitted by:



Jim Borton
Director of Public Works

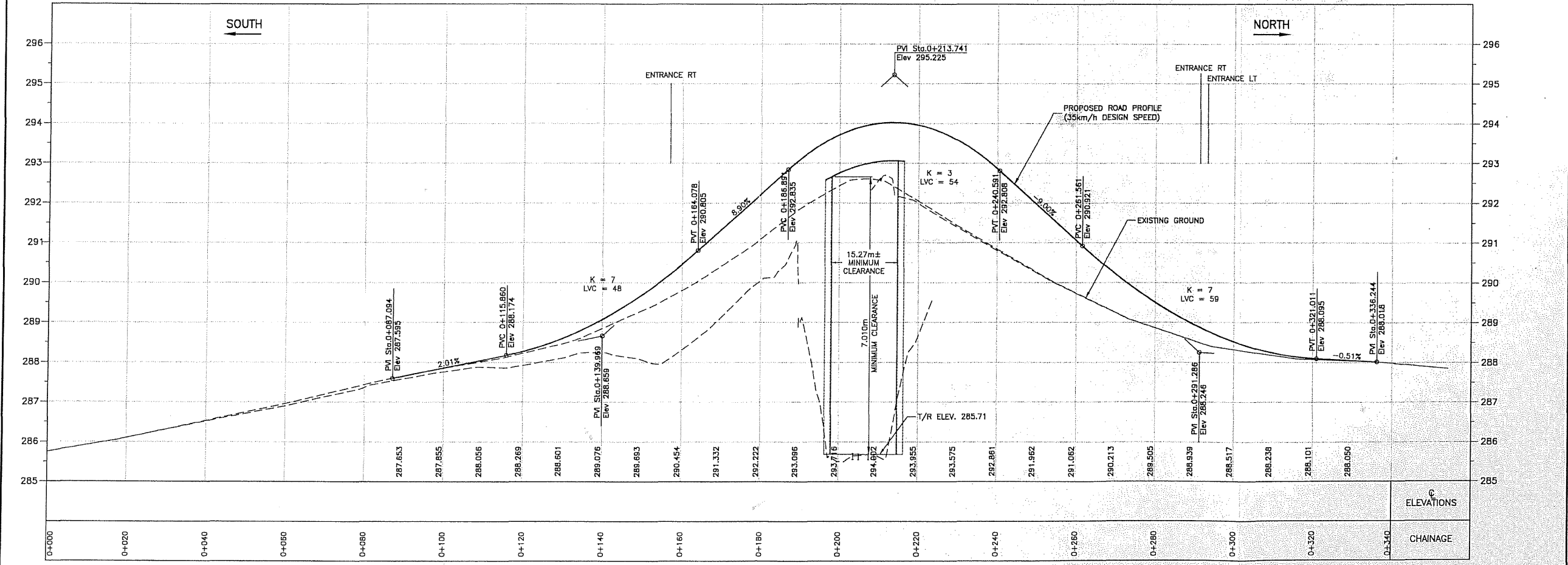
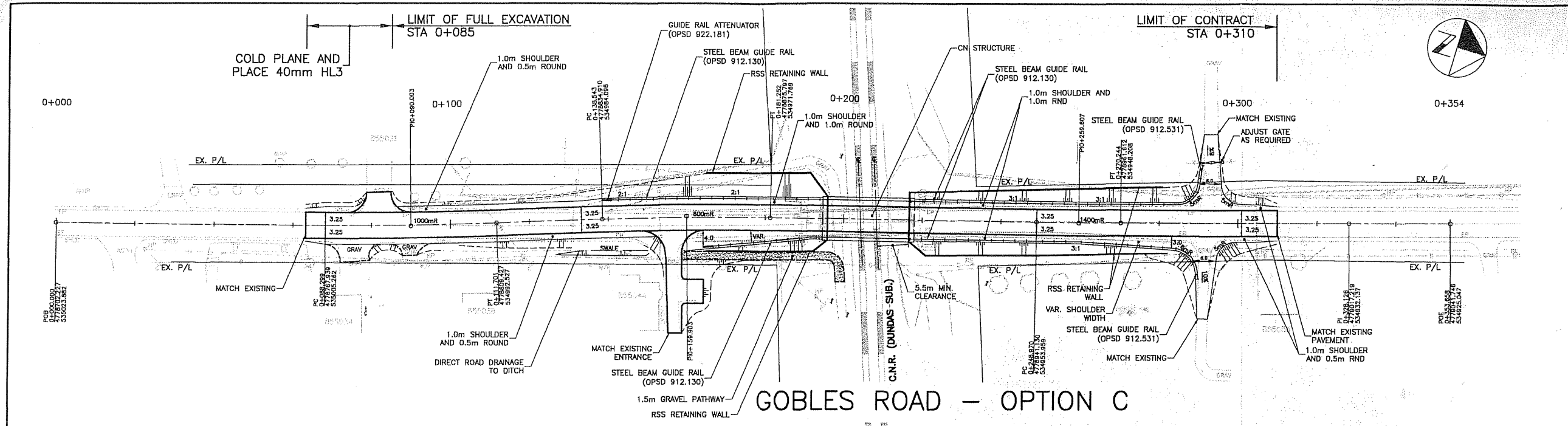
BID ABSTRACT FOR GOBLES ROAD GRADE SEPARATION REPLACEMENT - MILE 40.02 DUNDAS SUBDIVISON

Spec.: BW326-40.02-1.1

Tender Closing Date: 23 May 2018

Abstract Prepared: 23 May 2018

				Dagmar Construction Inc		Dufferin Constuction Company	
		UNIT	QUANTITY	PRICE	TOTAL	PRICE	TOTAL
PART '1.0' - DESIGN							
1.1	Review reference mterials and perform preliminary site visit. Prepare a 60% and 100% detailed design of the two land clear span road over rail grade separation and provide to CN for review. Prepare and provide final design for CN review	LS	1	\$195,242.28	\$195,242.28	\$244,000.00	\$244,000.00
			Subtotal:		\$195,242.28		\$244,000.00
PART '2.0' - DEMOLITION							
2.1	Demolition, removal, and disposal off-site, legally, of all bridge components in their entirety.	LS	1	\$133,712.78	\$133,712.78	\$154,000.00	\$154,000.00
			Subtotal:		\$133,712.78		\$154,000.00
PART '3.0' - CONSTRUCTION							
3.1	Supply and install all materials necessary to construct th	LS	1	\$1,471,480.00	\$1,471,480.00	\$1,300,000.00	\$1,300,000.00
3.2	Supply and install asphalt, pavement markings, etc. necessary to construct the roadway as per design.	LS	1	\$1,080,897.97	\$1,080,897.97	\$1,421,000.00	\$1,421,000.00
			Subtotal:		\$2,552,377.97		\$2,721,000.00
TOTAL :					\$2,881,333.03		\$3,119,000.00
Contractors Bid Sheet:					\$2,881,332.93		\$3,119,000.00
Variance in Calculations:					\$ 0.10		\$ -
				Dagmar Construction Inc		Dufferin Constuction Company	

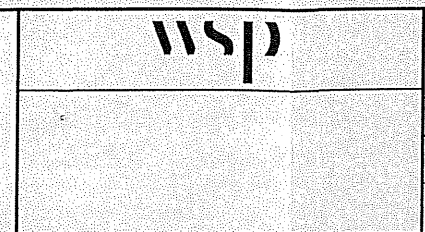


Drawing: S:\WORKFILES\PROPOSAL\GOBLES ROAD\GOBLES ROAD - PLAN AND PROFILE - OPT C.DWG
 User: J. GIBSON
 Date: 05/22/2018 Time: 10:16:28 AM

NO		DATE	BY	REVISIONS	MANU CAD
Design	D.M.S.		Ch'kd	R.I.R.	
Drawn	G.B.		Ch'kd		MAY 22, 2018
Scale	HORIZ 1:500		References		
	VERT 1:50				

Field Notes

Stamp



TITLE PROPOSED CONSTRUCTION GOBLES ROAD/CN GRADE SEPARATION PLAN AND PROFILE -- OPTION C	
Consultant File NO	Regional Drawing NO
CONTRACT NO	Drawing NO EXHIBIT 1



TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From:	Trevor Baer
Reviewed By:	Rodger Mordue, CAO/Clerk	Date:	May 30, 2018
Subject:	Monthly Report – May	Council Meeting Date:	June 6 2018
Report #:	CS-18-05		

Recommendation:

That Report CS-18-05 be received as information.

Background:

The following will provide Council with an update regarding the activities of the Community Services Department, for the month of May.

Analysis/Discussion

Township Facilities

Starting Sept 2018 all township facilities that get rented out will require third party insurance coverage of 2 million dollars. I will be putting an easy program together for renters to get this insurance coverage. Also, we will be educating renters of why it is needed. Groups that already have insurance will just have to provide a certificate of coverage.

Splash Pad

The following has occurred with this project:

May 16 2018- Council approved the tender from ABC recreations.

May 21 2018- Splash pad committee met with ABC about the items in the splash pad, the group made a few changes.

May 24 2018- I had meeting with ABC to go over layout, timelines, and the Township's role and ABC's role.

The splash pad has been ordered and the date for this project to be completed is July 15, 2018.

Princeton Multi-Purpose Pad

The only thing at this time for this project to be complete is the landscaping around the pad. Hoping it will be finished by the week of June 4th.

Parks

Our parks have been very busy so far this season.

Diamonds

We have had 3 baseball tournaments. All regular renters have started their leagues, Minor ball is using the Bright baseball diamond again this year, which hasn't been used for a few seasons now.

Pavilions

We have had a few pavilion rentals in the month of May.

Soccer has start both in Plattsville and Drumbo.

We have planted 22 Trees in our parks in the month of May. 4 trees were donated from PDP lightning. 5 trees were donated from Ayr farmers mutual. 13 were donated from the Community in Blooms program.

Cemeteries

We have come up with a plan to get working on our cemeteries that have been neglected for many years.

Areas that need to be addressed in each cemetery:

- Check water systems
- Cut Trees
- Remove shrubs
- Refill holes from shrubs being removed
- Seed graves
- Top dress graves
- Remove garbage/brush
- Clean out shed
- Put in corner markers
- Fix driveways
- Fix fences
- Other

These areas have been neglected for many years. Bringing them up to a different standard level will take a while. This will be a long-term plan that is being put together.

Respectfully submitted by:

Trevor Baer



TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From: Trevor Baer Jim Borton
Reviewed By:	Rodger Mordue, CAO/Clerk	Date: May 30, 2018
Subject:	Staffing levels	Council Meeting Date: June 6, 2018
Report #:	CS-18-06	

Recommendation:

That Report CS-18-06 raising staff levels for the Community Services Department and the Public Works Department be approved by Council.

Background:

At the May 16, 2018 meeting of Council concern was expressed regarding the overall condition of Township cemeteries. This concern spawned a further discussion on the ability to perform maintenance on facilities recently added or committed to such as the Princeton trail, Plattsville Skate Park and the splash pad in Drumbo. A considerable amount of money has been invested in Township facilities recently which need to be maintained properly. Staff have put together a plan to address some of the more pressing issues in the short term by offering overtime to existing employees however this model is not sustainable and is not a long term solution.

The Township has brought all aspects of cemetery care and maintenance in house. What we have learnt is that a great deal of attention is required to give our cemeteries the proper care and maintenance to ensure that they meet an acceptable appearance standard. A good deal of work also goes into ensuring that our legislative requirements are met. In short, our twelve cemeteries (active and inactive) are in need of attention and need to be brought up to a higher standard. The level of service for an active and inactive cemeteries should be the same.

Back in 2015 council approved having Community Services Department use the model C.A.S.T for all services the Department provides. The acronym C.A.S.T. stands for:

C=Core Departmental Services
A=Assets

S=Subsidy
T=Taxe

The cemeteries fit into the C.A.S.T model

- C In the hierarchy of services provided by the department the cemeteries are ranked as number 1 under Core Departmental Services. They are ranked number 1 because cemeteries are the only area under the department's jurisdiction whose services are regulated. All other services are based on best practices.
- A Cemeteries are an asset which will never be disposed of or delegated to another body. The Township must follow prescriptive legislation that is put in place for cemeteries.
- S There are fees in place to offset some cost of the cost of operating cemeteries. The remainder is subsidized through the general levy.
- T Taxation is used each year to fund a portion of the operation of cemeteries not covered through user fees.

Analysis/Discussion:

As Council is aware the Community Services Department is down one Full Time Employee (FTE). That position is the Manager of Community Services. The Manager is a largely administrative position so once the Department is back to full strength the operational issues that challenge the Department will still exist. To be able to provide the level of service that is required in our cemeteries, parks and to the features recently added the Community Services Department is asking for Council to approve hiring of an FTE. This new employee will be split between the Public Works Department and Community Services Department. This new cross over position would allow both departments to have better flexibility and increase their level of service during their peak working periods.

Community Services Department

New role for Community Service Department Operator:

1. Tackle issues that have been historically overlooked in the cemeteries. These include such issues as straightening and repair of old monuments, removal of overgrown trees and shrubs, top dressing of all graves. In short, maintenance of the facilities over and above normal grass cutting and trimming activities.
2. Follow yearly maintenance program for cemeteries the township has in place. This way the Township will not have neglected cemeteries to clean up in the future.
3. Assist with the maintenance of features (ie. Splash Pad, Skate Board Park, Trails, etc.) recently added to the Department.

4. Act as the main contact for marking of graves and monuments as well as coordinating interments.
5. Extra coverage for Community Services staffing holidays.
6. This Operator will be trained in all areas the community service department are involved in.
7. In the spring and fall of the year there is an overlap when the arena and parks are both in operation. Summer students are also either back at school or have not yet started. This extra help is needed to attend to both winter and summer operations that are underway.

This employee will be with the Community Services Department for 6 - 7 months of the year. The remainder of the year the operator would report to the Public Works Department. Currently operators within the two Departments receive the same rate of pay.

Public Works Department

The Public Works Department will be taking on the snow removal in the Villages cul-de-sac's and dead ends that were previously done by a contractor. Public Works will also be clearing the parking lots in Plattsville at the arena and at the Princeton Hall. This work had also previously been done by a contractor.

New role for Operator in Public Works Department

1. Snow removal in parking lots
2. Snow removal in cul-de-sacs and dead ends.
3. Coverage of staff holidays
4. Greater flexibility during snow events which should decrease the amount of over time required.
5. Additional person during the winter would allow for a quicker response to tackle sidewalk clearing.
6. Employee will be trained in all aspects of Public Works Department.

Conclusion

Having a shared employee between the Community Services Department and Roads Crew Department is key to attaining the level of service that must be provided to the Township cemeteries. This additional employee will also help out in many other ways in both departments. This is the best way to have a low impact on budget while following

legislation and providing better services in both departments. This is a great way for the Township departments to work together.

Ideally a new employee hired would start in August. This would allow for adequate coverage in the Community Services department during the fall shoulder season to cover parks winter shutdown and fall startup of the arena facility. The Community Services Department and Public Works Department will figure out on dates when they switch departments. Impact on budget for 2018 if this was to happen is \$26,602.00.

Now that we are 6 months into this budgeted year, the Community Services Department has a surplus in the budget, due to the fact that we have not been paying the Community Service Manager wages. The funds for this new employee could come out of those wages. If we were to hire a Community Services Manager still this year there would be enough funds to cover both those wages and the wage for the new employee. There is funding in the budget for the Public Works Department percentage of wages under the line for snow removal.

Financial Impact

The addition of an FTE operator position including benefits is \$63,845.14. This cost would be shared between the Community Services Department and the Public Works Department.

The position would begin in August so the cost in 2018 is \$26,602.14. This can be accommodated in the overall 2018 budget due to the current Manager of Community Services situation.

Savings of approximately \$15,000/year by taking certain aspects of snow clearing in house will be able to offset a portion of the cost of this employee.

Respectfully submitted by:

Trevor Baer



Jim Borton, CRS Director of Public Works



TOWNSHIP OF BLANDFORD-BLENHEIM

To:	Members of Council	From:	Sarah Matheson, Deputy Clerk
Reviewed By:	Rodger Mordue, CAO/Clerk	Date:	May 22, 2018
Subject:	Joint Compliance Audit Committee	Council Meeting Date:	June 6, 2018
Report #:	DC-18-05		

Recommendation:

That report DC-18-05 be received as information; and,

That Council approve the formation of a Joint Compliance Audit Committee with other Oxford County municipalities, as outlined within Report DC-18-05 and that a by-law be brought forward to appoint the members of the Committee for Council consideration.

Background:

The *Municipal Elections Act*, 1996 requires that municipalities appoint a Compliance Audit Committee prior to October 1st in an election year. The Clerks/Deputy-Clerks from the municipalities within Oxford met to discuss the possibility of continuing to utilize a Joint Compliance Audit Committee as was used for the 2010-2014 term and the 2014-2018 term. It was agreed that staff would like to continue with a Joint Committee. It was also agreed that it would be best to continue with as many of the same committee membership as possible as they have a good range of background including municipal, accounting, legal and audit and have previously been involved in training. Most of the existing members are willing to continue, and staff are suggesting the addition of a couple of new members.

Analysis/Discussion:

All candidates are now required to file detailed financial statements of contributions received and expenses for their campaign (those who exceed \$10,000 require audited statements).

Any elector can request an audit of those financial statements if they reasonably believe an individual has contravened the Election Act. The audit is to be received by the Clerk and within 10 days, sent to a compliance audit committee. That committee is required to respond in 30 days if they agree that an audit request should be granted or rejected. The decision of the committee may be appealed to the Ontario Court of Justice within 15 days.

If the committee orders an audit (the costs of which must be paid by the municipality) then an outside auditor is appointed, an audit is conducted, and a report prepared. The completed report is provided to the candidate, council, and the Clerk. The Clerk has 10 days to supply the report to the compliance audit committee, and the committee has 30 days to consider it. If the report finds that the candidate contravened the Elections Act, then the committee must decide whether or not to commence a legal proceeding against a contributor for an apparent contravention. If the report finds that the candidate did not contravene the Act, then the committee must determine if the applicant had reasonable grounds to request the audit, and if not, may attribute the costs of the audit to the applicant.

Given the judicial nature of this committee, exceptional candidates with a legal, accounting, municipal or academic background are the first choice.

Committee Composition

The *Municipal Elections Act (MEA)*, specifically states at Section 88.37:

Compliance audit committee

- (1) A council or local board shall establish a compliance audit committee before October 1 of an election year for the purposes of this Act.

Composition

- (2) The committee shall be composed of not fewer than three and not more than seven members and shall not include:
 - (a) employees or officers of the municipality or local board;
 - (b) members of the council or local board; or
 - (c) any persons who are candidates in the election for which the committee is established.
 - (d) any persons who are registered third parties in the municipality in the election for which the committee is established.

Nothing in the legislation prohibits different municipalities from appointing the same committee members. In the past, some municipalities in the County of Oxford have had some difficulty soliciting members to join a possible committee. As such, the Returning Officers (Clerks) of the County of Oxford have proposed that all municipalities within Oxford appoint the same members to their respective committees as has been done for the last two terms of Council. Thus creating a joint compliance audit committee.

Mandate

The mandate of the Municipal Election Compliance Audit Committee is to hear and determine all applications filed in accordance with section 88.33 of the *MEA*, in accordance with the procedures established by the Municipal Clerk under the provisions of the *MEA*.

Any application which does not meet the legislative deadline for submission will not be presented to the committee for review (being 90 days after the filing of the financial statements).

The committee is required by legislation to meet the requirements of the Act including responding to requests for audit and making determinations regarding the reasonableness of the request as outlined above. The Act specifically points out the role of the clerk as follows:

Role of Clerk or Secretary

“The Clerk of the municipality or the secretary of the local board, as the case may be, shall establish administrative practices and procedures for the committee and shall carry out any other duties required under the MEA to implement the committee’s decisions.”

New for this election is the review of contributions. The Act says:

Review of contributions to candidates

88.34 (1) “The clerk shall review the contributions reported on the financial statements submitted by a candidate under section 88.25 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.9. 2016, c. 15, s. 64.”

Review of contributions to registered third parties

88.36 (1) The clerk shall review the contributions reported on the financial statements submitted by a registered third party under section 88.29 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.13. 2016, c. 15, s. 65.

Sections 88.34 (1) and 88.36(1) have the potential to increase the amount of reviews but doesn’t necessarily mean there will be more work for the committee.

In the case of our joint committee, the Clerk for the municipality that receives a request for audit will act as the secretary to the compliance audit committee.

Staff have developed administrative policies for the committee.

Term

The committee shall be established before October 1 of an election year. The term of appointment is the same as the new Council. The purpose is to deal with applications from each regular election and any by-elections during the term of the municipal council. The committee will meet as needed with meetings to be scheduled when a compliance audit application is received. The Act specifically says:

Term of office

“The term of office of the committee is the same as the term of office of the council or local board that takes office following the next regular election, and the term of office of the members of the committee is the same as the term of the committee to which they have been appointed.”

Membership and Roles and Responsibilities

Staff is suggesting that the joint committee shall be appointed by each Council and shall be composed of five (5) members.

Staff is suggesting that the only residency requirement will be that committee members must reside in Oxford County as was done for the last term of the Compliance Audit Committee.

Qualifications

Given the judicial nature of the committee, staff is suggesting members have accounting and audit experience, academic qualifications (college or university professors with expertise in political science or local government administration), legal professionals, municipal experience

and those with knowledge of campaign financing rules under the MEA, 1996. The suggested members are as follows:

David Hodgson – Previous member – Ingersoll resident
David Morris – Previous member – Tillsonburg resident
Keith Reibling - Previous member – Blandford-Blenheim resident
Brenda Junker – New member – former municipal employee – resident of EZT
Carol Symons – New member – Previous member of Woodstock grant committee

This committee membership provides a good background for dealing with compliance audits and has a widespread representation across the County.

Meeting Schedule

The committee shall meet as required to consider any applications for an audit that have been filed in accordance with the legislation.

Reporting Requirements and Method

Meetings of the committee will be conducted in accordance with the open meeting provisions of the Municipal Act, 2001. Meeting notices, agendas and minutes shall be posted on the website of all participating municipalities.

Financial Implications:

The Oxford Clerks are proposing to revise the payment of committee members and to cease the retainer and raise the per diem to \$150. This will mean that members will be paid more for the work they actually perform. The committee would be required to meet at least once to participate in an orientation session. Thereafter the committee would only meet if a request for audit is received.

It is suggested that the training costs of the committee be split evenly between the municipalities. It is suggested that the per diem costs will be paid by the municipality that receives the compliance audit request. Also, any costs incurred due to the decisions of the committee will be paid by the respective municipality that receives the request.

The Act specifically says:

Costs

88.37 (7) The council or local board, as the case may be, shall pay all costs in relation to the committee's operation and activities.

Attachments:

None.

Respectfully submitted by:

Sarah Matheson
Deputy Clerk



TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From:	Denise Krug, Director of Finance
Reviewed By:	Rodger Mordue	Date:	May 15, 2018
Subject:	2017 Development Charges Annual Report	Council Meeting Date:	June 6, 2018
Report #:	TR-18-12		

Recommendation:

That Report TR-18-12 be received as information, and is posted on the website for public information.

Background:

Under the provisions of the Development Charges Act, the Treasurer is required to provide Council with an annual statement, including the reporting of all other financing sources for a capital project partially financed with Development Charges.

Analysis / Discussion:

The 2017 Opening balance for Development Charges was \$571,805.03.

The total amount of Development Charges collected in 2017 was \$84,048.76.

The total amount of interest earned in 2017 by all Development Charges was \$2,840.66.

The total amount transferred from Development Charges in 2017 was \$410,969.12, including \$92,770 towards the arena debenture payment and \$318,199.12 towards capital projects.

The Treasurer has reviewed this report and confirms that the Township is in compliance with Section 59(1) of the Act, which defines when Development Charges can be imposed.

Financial Considerations:

NA

Attachments:

2017 Development Charges Annual Report
2017 Capital Purchases including Development Charges

Respectfully submitted by:

Denise Krug
Director of Finance/Treasurer

DEVELOPMENT CHARGES RESERVE FUNDS
January - December 2017

	Public Works: Building & Fleet 01-0109-0100	Public Works: Roadways 01-0109-0105	General Government 01-0109-0110	Fire Department 01-0109-0115	Parks and Recreation 01-0109-0155	Totals
Opening Balance	\$55,756.83	\$170,912.49	\$2,364.30	\$123,336.60	\$219,434.81	\$571,805.03
Development Charge Collections	\$12,667.40	\$6,487.74	\$786.74	\$19,822.56	\$44,284.32	\$84,048.76
Interest Earned (1.16% = Prime less 1.75%)	\$329.72	\$1,176.24	\$36.55	\$1.85	\$1,296.30	\$2,840.66
Less:						
Amounts Transferred to Capital or Other Funds						
2017 Princeton Park Expansion					\$4,068.43	
2017 Multi-Purpose Pad - Princeton					\$1,817.10	
2017 Skateboard Park - Plattsville					\$53,313.59	
2017 Plattsville Arena Debenture					\$92,770.00	
2017 Plattsville Fire hall (2014)				\$143,000.00		
2017 Tandem Axle Plow (2016)	\$40,000.00					
2017 Hofstetter Rd Extension & Paving		\$76,000.00				\$410,969.12 Total 2017 DCs transferred
						\$92,770.00 Arena Debenture
						\$318,199.12 Total 2017 DCs for capital
Amounts Refunded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Balance at Year End	\$28,753.95	\$102,576.47	\$3,187.59	\$161.01	\$113,046.31	\$247,725.33

2017 Capital Project Funding including Development Charges

Project Description		Project Costs	Financing								
			Taxation	Grant Fed	Grant Prov	FGT	DCs-2017	DCs-Previous	External	Debt	Reserves
2017 Capital Projects											
Hofstetter Rd Extension & Paving	2017	\$871,356.78	\$0.00	\$0.00	\$0.00	\$0.00	\$76,000.00	\$0.00	\$278,239.12	\$0.00	\$517,117.66
PI - Skateboard Park	2017	\$89,033.59	\$0.00	\$27,720.00	\$0.00	\$0.00	\$53,313.59	\$0.00	\$8,000.00	\$0.00	\$0.00
Princeton Park - Sports Pad	2017	\$1,817.10	\$0.00	\$0.00	\$0.00	\$0.00	\$1,817.10	\$0.00	\$0.00	\$0.00	\$0.00
Princeton Park Expansion	2017	\$97,399.24	\$0.00	\$0.00	\$8,069.47	\$0.00	\$4,068.43	\$0.00	\$85,261.34	\$0.00	\$0.00
Previous Years' Projects											
Plattsville Fire hall	2014	\$652,781.10	\$0.00	\$0.00	\$0.00	\$0.00	\$143,000.00	\$37,500.00	\$196,301.00	\$0.00	\$275,980.10
Tandem Axle Plow	2016	\$263,665.25	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$22,000.00	\$16,375.17	\$0.00	\$185,290.08
GRAND TOTAL		\$1,976,053.06	\$0.00	\$27,720.00	\$8,069.47	\$0.00	\$318,199.12	\$59,500.00	\$584,176.63	\$0.00	\$978,387.84



TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From:	Denise Krug, Director of Finance/Treasurer
Reviewed By:	Rodger Mordue	Date:	May 25, 2018
Subject:	Recommendation re: Use of 2017 Surplus	Council Meeting Date:	June 6, 2018
Report #:	TR-18-13		

Recommendation:

That Report TR-18-13 be received as information;

And further that the 2017 surplus be allocated to the Bridge Construction reserve (\$195,083.22) and the Road Construction Reserve (\$195,083.22).

Background:

On November 7, 2012 Council approved a policy that any operating surplus would not be taken into the operating budget but placed in reserves. The policy also indicated that the first priority for reserves would be an allocation to the PTRS Property Tax Rate Stabilization reserve to maintain the reserve at between 5-10% of the budgeted property tax funded operating budget expenditures net of transfers to other reserves.

Currently, the balance in the tax stabilization reserve is \$326,815.86 which is 11.8%, or 1.8% over the range required under the policy. (This is due to the Police Reserve being transferred here.) There is a budgeted transfer of \$15,000 to come from this reserve for the pay equity study; however; even with this, the PTRS Reserve Fund will be over the suggested range at the end of 2018.

Property Tax Rate Stabilization (PTRS) Reserve Fund

5% Minimum	\$138,850.54
10% Minimum	\$277,701.08

Analysis/Discussion:

The 2017 operating surplus is \$390,166.44 and is a result of several factors including last year's surplus of \$105K. Levy adjustments came in \$53K over budget as there were less MPAC adjustments than expected and more Supps/Omits than expected. Interest income was \$50K over budget mostly due to interest collected on past due taxes. We will see a decrease in this as some of the larger balances are cleaned up due to initiating tax sale proceedings. There was over \$20K in savings for Cemeteries, overall revenues higher and expenses lower than budgeted. Administration saw savings compared to budget of over \$20,000 due to the roof not being repaired and the pay equity study not being completed. The Fire department contributed \$35,000 to the surplus, due to savings in wages and benefits. Public Works had a savings of almost \$30K in vehicle expenses and almost \$85,000 of wages and benefits charged to capital.

The following are recommendations for the use of the 2017 operating surplus:

Reserve	December 2018 Forecasted Reserve Balance	Additional amount recommended	Comments
Bridge Reserve	(\$287,668)	\$195,083.22	Due to the large amount of bridge work this year, the Bridge Reserve is currently in a deficit. It is recommended to put half of the current surplus in this reserve.
Road Construction Reserve	\$168,387	\$195,083.22	Due to the large amount of road work scheduled this year and in upcoming years, it is recommended that half of the current surplus be put in this reserve. This is our most valuable asset and requires the most to maintain. (Approx. \$85K of the surplus came from this reserve due to funding of capital projects.)

Financial Considerations:

See Above

Attachments:

None

Respectfully submitted by:

Denise Krug
 Director of Finance/Treasurer



TOWNSHIP OF BLANDFORD-BLENHEIM

Agenda Item

To:	Members of Council	From:	Denise Krug, Director of Finance/Treasurer
Reviewed By:	Rodger Mordue	Date:	May 28, 2018
Subject:	Railway High-Tonnage Rate	Council Meeting Date:	June 6, 2018
Report #:	TR-18-14		

Recommendation:

That Report TR-18-14 be received as information;

And further that the Council for the Township of Blandford-Blenheim request the Ministry of Finance assess the Canadian National Rail line and the Canadian Pacific Rail line that is located in the Township of Blandford-Blenheim to determine its eligibility as a high-tonnage rail line;

And further that the Ministry forward all correspondence with regard to the Railway High-Tonnage Rate to the Township of Blandford-Blenheim Treasurer.

Background:

On April 3, 2018, the Ministry of Finance advised of certain taxation and assessment measures that the Province is undertaking as part of the 2018 Ontario Budget which included the new property tax rate of \$110 per acre on mainline railway rights-of-way for 2018 as well as new flexibility for high-tonnage rail lines.

The letter stated that municipalities that wish to utilize the increased high-tonnage rate should pass a formal Council resolution requesting that the Minister consider the high-tonnage rate for individual railway right-of-way properties that meet the high-tonnage threshold. The formal Council resolution must be submitted to the Minister of Finance on or before June 29, 2018. Pending verification of properties that meet the high-tonnage threshold of 70 million gross ton-miles per route mile annually, the high-tonnage tax rates would be implemented through a Minister's regulation.

Analysis/Discussion:

While the Township has experienced an increase in amount of Taxation it receives for this acreage since 2016, (prior to this, rates had not been updated since the late 1990s); it is believed that this high tonnage rate could be applicable.

The regulation has not yet been signed, and municipalities are only being requested to send a Council resolution if they feel there is potential to be considered a high Tonnage rail line. Municipalities will have the option to increase rates per acre on high-tonnage rail lines based on a new adjusted tax rate schedule. This will ensure that property taxes better reflect the level of tonnage transported on railway rights-of-way. Details of the tax rate schedule will be provided once the regulation is passed.

At this time, the tonnage being transported through the Township is unknown but given the size and length of the railcars that travel through the Township, both the CN and the CP lines would potentially be good candidates for this higher tax rate.

Financial Considerations:

There are no financial implications with this report for the 2018 Budget. Any increased rates will be an increase over the amount that has been budgeted and will contribute towards a surplus for 2018.

Attachments:

2018 Railway Right of Way Property Taxation Notice for the Township of Blandford-Blenheim

Letter from Minister of Finance dated April 3, 2018

Respectfully submitted by:

Denise Krug
Director of Finance/Treasurer

Railway Right-of-Way Property Taxation

Ministry of Finance
Provincial-Local Finance Division

Township of Blandford-Blenheim

3245

Table 1: Railway Right-of-Way Property Tax Rates (\$ per acre)

	Municipal Mainline ¹	Education
2016	85.58	114.98
2017	91.58	114.98
2018	110.00	114.98

Table 2: Railway Right-of-Way Property Details ²

Roll Number	Line Operator	Property Owner	RTQ	Site Area (Acres)	Line Type
3245020090600000000	CN	CANADIAN NATIONAL RAILWAY	T	134.13	Mainline
3245020090500000000	CP	CANADIAN PACIFIC RAILWAY	T	131.92	Mainline

1. The 2018 property tax rate for identified railway right-of-way properties that meet the high-tonnage threshold could have rates per acre increased to the high-tonnage rate, subject to Minister's approval.

2. Actual roll details are subject to MPAC's determination.

Railway Right-of-Way Property Taxation

Ministry of Finance
Provincial-Local Finance Division

Appendix: List of Rail Operators in Ontario

Acronym	Operator Name
ANRCI	Arnprior-Nepean Railway Company Inc.
BCRY	Barrie Collingwood Railway
CASO	Canadian Southern Railway
CN	Canadian National Rail
CP	Canadian Pacific Rail
CSX	CSX Transportation
ETR	Essex Terminal Railway
GEXR	Goderich-Exeter Railway
GJR	Guelph Junction (OSR)
GO	Metrolinx/GO
NCR	Nipissing Central Railway
OBRY	Orangeville Brampton Railway
ONR	Ontario Northland
OSR	Ontario Southland Railway
OVR	Ottawa Valley Railway
PCHR	Port Colborne Harbour Railway
PSTR	Port Stanley Terminal Rail Inc.
SOLRS	Southern Ontario Locomotive Restoration Society (Waterloo Central Railway)
SOR	Southern Ontario Railway
SSHR	South Simcoe Railway Heritage Corporation
VAEX	Vale Railway
VIA	VIA Rail
WCR	Waterloo Central Railway
YDHR	York-Durham Heritage Railway

Ministry of Finance
Provincial-Local Finance Division
10th Floor
777 Bay Street
Toronto, ON M5G 2C8
Tel (416) 327-0264
Fax (416) 325-7644

Ministère des Finances
Division des relations provinciales-
municipales en matière de finances
777, rue Bay, 10^e étage
Toronto (Ontario) M5G 2C8
Tél. : 416 327-0264
Télééc : 416 325-7644



April 3, 2018

Dear Municipal Treasurer/Clerk-Treasurer:

I am writing to advise you of certain property taxation and assessment measures that the Province is undertaking as part of the *2018 Ontario Budget*.

Supporting Fair and Accurate Property Assessments

The government has announced initiatives to improve the property assessment process.

As you may be aware, an Advance Disclosure process was introduced for the 2016 reassessment to enhance the accuracy and transparency of the Municipal Property Assessment Corporation's (MPAC) valuation process by enabling business property owners and municipalities to contribute to the determination of assessed values before assessment rolls are finalized.

To further strengthen the pre-roll engagement process, the Province is proposing that an earlier valuation date be used as the basis for property assessments. For the next reassessment, which will take place for the 2021 taxation year, assessments would be based on a valuation date of January 1, 2019. The intent of the earlier date is to facilitate a more effective valuation process that allows for meaningful and open exchange of information among MPAC, property owners and municipalities, leading to more transparent and accurate property assessments.

The Province also wants to make it easier for property owners to comply with MPAC's requests for information. Work is underway to review the format of MPAC's requests, ensuring they are clear and reasonable. As well, the *2018 Ontario Budget* announced a plan to introduce a framework for addressing non-compliance with MPAC's information requests.

These measures aim to create an environment that encourages the full exchange of information in order to improve the accuracy of property assessments and support a fair and transparent property tax system.

.../cont'd

Business Vacancy Rebate and Reduction Programs

In response to municipal and other stakeholders' requests, the Province provided municipalities broad flexibility to modify the vacant rebate and reduction programs for 2017 and future years. This greater flexibility enables municipalities to tailor these programs to best reflect local circumstances, while considering the interests of local businesses. While municipalities have implemented a variety of changes, 80 per cent of those municipalities will phase-out the municipal component by 2020.

With respect to education property taxes, the Province currently mirrors municipal property tax decisions related to the vacancy programs. This has resulted in different treatments of education property taxes across the province as each municipality modifies the programs to best suit its local needs.

As a result, the Province announced in the *2017 Ontario Economic Outlook and Fiscal Review* that it would review approaches related to the education property tax portion of the vacancy rebate and reduction programs in consultation with municipalities and the business community. In response to feedback received from the review, the *2018 Ontario Budget* announced that the education property tax portion of the vacancy programs will be aligned with changes made by municipalities, ensuring greater consistency across the province.

To align with the majority of municipal changes, the Province will phase out the education property tax portion of these programs. However, to avoid undue administrative burden for municipalities that have already made changes to the programs, the Province will continue to mirror these municipal changes, with respect to the education property tax portion of the vacancy programs. This initiative will begin in 2019 to ensure that businesses have time to plan for program changes.

Railway Right-of-Way Property Taxation

As you are aware, the Province initiated a review of the property taxation of railway rights-of-way in 2016. Based on consultations with municipalities and the railway industry, the Province announced changes in the *2017 Ontario Budget* to address three key issues related to indexation of rates, variation in rates, and implications for shortline railways.

In the *2018 Ontario Budget*, the Province announced further rate adjustments as part of its commitment to modernizing the property taxation of railway rights-of-way. The proposed measures for 2018 include the following:

Key Issues	Proposed Measures for 2018
<p>Indexation of Rates: Municipalities have expressed concerns that, prior to 2017, property tax rates on railway rights-of-way had not been updated since the late 1990s.</p>	<p>Building on progress made in 2017, mainline railway right-of-way property tax rates for 2018 will continue to be updated to reflect average annual commercial property tax changes. This means that municipal property tax rates will increase by \$7 per acre for 2018.</p>
<p>Variation in Rates: Municipalities have also expressed concerns about the significant variation in railway right-of-way property tax rates across the province.</p>	<p>The Province will further reduce rate inequities by increasing the lowest property tax rates on mainline railway rights-of-way to a minimum of \$110 per acre in 2018. The lowest mainline rate in 2016 was approximately \$35 per acre.</p>
<p>Shortline Railways: The railway industry expressed concerns about the impacts of potential property tax increases on shortline railways.</p>	<p>The Province will continue to freeze shortline railway property tax rates at 2016 levels in recognition of the challenges faced by this sector of the railway industry.</p>

The education property tax rates on railway right-of-way properties will continue to be maintained at 2016 levels for the 2018 taxation year.

The 2018 railway right-of-way property tax rates for your municipality are provided in the attached table. The attachment also provides a list of railway right-of-way properties in your municipality, for your reference.

New flexibility for high-tonnage rail lines

The Province will also be responding to municipalities' concerns regarding the revenue they receive in respect of high-tonnage rail lines. Beginning in 2018, municipalities can request an increase to the rates per acre for certain high-tonnage rail lines.

High-tonnage rail lines will initially be identified as those with at least 70 million gross ton-miles per route mile annually. The increased tax rate will be \$300 per acre on these high-tonnage rail lines. The high-tonnage tax rate will represent a significant increase from the lowest mainline rate in 2016 of approximately \$35 per acre.

This approach represents a first step that will enable municipalities with high-tonnage railway properties to achieve additional revenues. By focusing only on the highest tonnage properties, it will also respond to concerns from the railway industry regarding the administrative burden of a tonnage approach to property taxation.

Ministry of Finance staff will work with staff from interested municipalities to review eligibility for the high-tonnage tax rate. Ministry staff will also confirm data with owners of the identified railway right-of-way properties.

Municipalities that wish to utilize this increased rate should pass a formal Council resolution, requesting that the Minister consider the high-tonnage rate for individual railway right-of-way properties that meet the high-tonnage threshold. The formal Council resolution must be submitted to the Minister of Finance on or before June 29, 2018. Pending verification of properties that meet the high-tonnage threshold, the high-tonnage tax rates would be implemented through a Minister's regulation.

For 2019 and future years, the government will continue to adjust rates and, in consultation with stakeholders, will review additional options to reflect tonnage in railway right-of-way property taxation.

For further information about the railway right-of-way property taxation system, please contact Sara Tune, Manager, Strategic Policy Liaison Unit, at sara.tune@ontario.ca.

Sincerely,

Original signed by

Allan Doheny
Assistant Deputy Minister
Provincial-Local Finance Division

Enclosure

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**BY-LAW 2070 – 2018****Being a By-law to delegate authority pursuant to the Municipal Act**

WHEREAS section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to delegate its powers and duties subject to certain restrictions;

AND WHEREAS the Council of The Corporation of the Township of Blandford-Blenheim has deemed that certain routine administrative and legislative powers are of a minor nature, and the delegation of these powers would contribute to the efficient and effective management of the Township while still adhering to ethics, accountability and transparency;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM ENACT AS FOLLOWS:

1. That the delegation of powers and duties as set out in Schedules “A”, “B”, “C” to this bylaw, are hereby adopted:
2. Schedules;
 - (a) Schedule “A” – Agreements Pursuant To An Approval Under the Drainage Act;
 - (b) Schedule “B” – Temporary Second Home Removal Agreements;
 - (c) Schedule “C” – Model Home Agreements

By-law read a first and second time this 6th day of June, 2018.

By-law read a third time and finally passed this 6th day of June, 2018.

MAYOR
MARION WEARN

CAO / CLERK
RODGER MORDUE

Schedule "A"

By-law Number 2070-2018

Agreements Pursuant To An Approval Under the Drainage Act

Power to be Delegated	Authority to approve Drainage Re-assessment Agreements as per Section 65(2) of the Drainage Act.
Justification	<ul style="list-style-type: none">- Administrative matter- streamline the approval process- only applies when properties owners agree to the re-assessment.
Document Reference	Municipal Act Section 23.1(1) Drainage Act Section 65(2)
Delegate(s)	Drainage Superintendent and Clerk must concur.
Restrictions	None

Schedule "B"

By-law Number 2070-2018

Temporary Second Home Removal Agreements

Power to be Delegated	The authority to enter into agreements where the owner of a property wishes to occupy an existing dwelling unit during construction of a new dwelling unit on the same property.
Justification	<ul style="list-style-type: none">- Administrative matter.- streamline the approvals process- significant securities will be received by the Township and used if any costs are incurred by the Township.
Document Reference	Municipal Act Section 23.1(1) Township Zoning Bylaw
Delegate(s)	Chief Building Official and Chief Administrative Officer must concur.
Restrictions	Agreements will be limited to a total length of time of not more than 18 months. Suitable securities to be determined by the Chief Building Official and the Chief Administrative Officer.

Schedule "C"

By-law Number 2070-2018

Model Home Agreements

Power to be Delegated	The authority to issue up to 10% of proposed lots per subdivision phase as model homes prior to the registration of a subdivision.
Justification	<ul style="list-style-type: none">- Administrative matter- Streamline the approvals process- significant securities will be received by the Township and used if any costs are incurred by the Township.
Document Reference	Municipal Act Section 23.1(1), Planning Act Section 51 & Section 53
Delegate(s)	Chief Building Official and Chief Administrative Officer must concur.
Restrictions	<ul style="list-style-type: none">- model home agreement required- fire protection established and approved by the Township Fire Chief- securities taken at time of Building Permit Application

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 2073-2018

15. b.

Hofstetter Road Drain

A By-law to provide for drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

WHEREAS the Council of the Township of Blandford-Blenheim in the County of Oxford appointed Kenn Smart, P. Eng., of K. Smart Associates Limited, of Kitchener, Ontario, and the Section 4, 8 and 76 report is attached hereto and forms part of this By-law.

AND WHEREAS the estimated total cost of this report consisting of the engineering, construction costs and administration is \$100,180.

THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The report dated May 23, 2018 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. The Corporation may borrow on the credit of the Corporation the amount of **\$100,180**, being the necessary amount for construction of the Drainage Works.
3. The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
 - (a) grants received under Section 85 of the Act;
 - (b) commuted payments made in respect of lands and roads assessed within the municipality;
 - (c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within Five (5) years from the date of the debenture and shall bear interest at a rate to be established at the date of the sale of such debentures.

The County of Oxford shall handle the sale of such debentures, with interest at the prevailing rates at the time of debenture sale. The Municipality of the Township of Blandford-Blenheim shall make annual payments without coupons payable to the County of Oxford.

4. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for Five (5) years, the year following the due date of the final invoice that calculates the actual costs of the Drainage Works in accordance with the Schedule contained in this By-law.

5. This by-law comes into force on the passing thereof and may be cited as **Hofstetter Road Drain.**

Read a First and Second Time this 6th day of June, 2018.

Rodger Mordue, CAO/Clerk

Marion Wearn, Mayor

Read a Third Time and Finally Passed this _____ of _____, 2018

Rodger Mordue, CAO/Clerk

Marion Wearn, Mayor



The Corporation of the Township of Blandford-Blenheim

By-law Number 2074-2018

A by-law imposing special annual drainage rate upon land in respect of which money is borrowed under the *Tile Drainage Act*.

Whereas owners of land in the municipality have applied to the council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such land;

And whereas the council has, upon their application, lent the owners the total sum of \$45,129.38 to be repaid with interest by means of rates hereinafter imposed;

The council, pursuant to the *Tile Drainage Act*, enacts as follows:

That annual rates as set out in the Schedule "A" attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.

First reading 2018/06/06

Second reading 2018/06/06

Provisionally adopted this 6 day of June, 2018

Name of Head of Council (Last, First Name)	Signature
Wearn, Marion	

Name of Clerk (Last, First Name)	Signature
Mordue, Rodger	

Third reading 2018/06/06

Enacted this 6 day of June, 2018

Name of Head of Council (Last, First Name)	Signature
Wearn, Marion	

Name of Clerk (Last, First Name)	Signature
Mordue, Rodger	

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

Name of Clerk (Last, First Name)	Signature
Mordue, Rodger	

Schedule "A" to By-Law Number 2074-2018

Property Owner Information*	Description of Land Parcel to Which the Repayment Charge Will be Levied	Proposed Date of Loan (yyyy/mm/dd)	Sum to be Loaned	Annual Rate to be Imposed
Ownership Type <u>Partnership</u>				
Last Name Vosters	Lot or Part Lot No. Part Lots 8 & 9 & RP 41R7587 Part 1	2018/07/01	\$45,129.38	6.00
First Name Petrus	Concession 14			
Last Name Vosters	Geographic Township Blandford			
First Name Catharina	Parcel Roll No. 3245-010-040-08500-0000			
Address				

Ownership Type _____

Ownership Type _____

* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided. Only the owner(s) of the property may apply for the loan.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 2075-2018

Being a By-law to authorize the entering into an Agreement for funding under the Ontario Main Street Revitalization Initiative

WHEREAS Section 5 (3) and Section 8 of the Municipal Act, 2001 as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act and shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Municipality wishes to enter into an Agreement in order to participate in the Ontario Main Street Revitalization Initiative;

AND WHEREAS the Municipality acknowledges that the Funds received through the Agreement must be invested in an interest bearing reserve account until the earliest of expenditure or March 31, 2020;

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Municipal Funding Agreement for the transfer of Main Street Revitalization Initiative funds between the Association of Municipalities of Ontario and the Township of Blandford-Blenheim as in Schedule "A" attached hereto.

By-law **READ** a **FIRST** and **SECOND** time this 6th day of June, 2018.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 6th day of June, 2018.

Marion Wearn, Mayor

Rodger Mordue, CAO/Clerk

MUNICIPAL FUNDING AGREEMENT

ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE

This Agreement made as of 1st day of April, 2018.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE TOWNSHIP OF BLANDFORD-BLENHEIM

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

WHEREAS the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

WHEREAS the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

WHEREAS the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

WHEREAS AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

“Agreement” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

“Association of Municipalities of Ontario (AMO)” means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

“Communication Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“Community Improvement Plan” has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Effective Date” is April 1, 2018.

“Eligible Costs” means those expenditures described as eligible in Schedule C.

“Eligible Projects” means projects as described in Schedule B.

“Eligible Recipient” means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

“Event of Default” has the meaning given to it in Section 11.1 of this Agreement.

“Funds” mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Costs” means those expenditures described as ineligible in Schedule C.

“Lower-tier Municipality” means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

“Municipal Physical Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Ontario” means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

“Parties” means AMO and the Recipient.

“Project Completion Date” means the Recipient must complete its Project under this Agreement by March 31, 2020.

“Recipient” has the meaning given to it on the first page of this Agreement.

“Results Report” means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

“Single-tier Municipality” means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient’s Annual Report.

1.2 Interpretations:

Herein, etc. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
- a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
 - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
- a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be

awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE COSTS

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):

- a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
- b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
- c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
- b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
- c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

6.5 **Payout of Funds.** The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,

- b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:
 - a) the amounts received from AMO under this Agreement;
 - b) the amounts received from another Eligible Recipient;
 - c) the amounts transferred to another Eligible Recipient;
 - d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

8. RECORDS AND AUDIT

8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.

8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

9. INSURANCE AND INDEMNITY

9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.

9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended

or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

- 9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
 - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.
- 9.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnitee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
- (a) the Funds;
 - (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
 - (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
 - (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

10. DISPOSAL

- 10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or

for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

11. DEFAULT AND TERMINATION

11.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":

- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
- (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
- (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
- (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
- (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.

11.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.

11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement.

11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

12. CONFLICT OF INTEREST

12.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

13. NOTICE

13.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

13.2 **Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director
Main Streets Agreement
Association of Municipalities of Ontario 200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Email: mainstreets@amo.on.ca

b) If to the Recipient:

Director of Finance/Treasurer
Denise Krug
TOWNSHIP OF BLANDFORD-BLENHEIM
Box 100, 47 Wilmot St. S.
Drumbo, ON N0J 1G0
(519) 463-5347 x224
dkrug@blandfordblenheim.ca

14. MISCELLANEOUS

14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

14.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this

Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.
- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

15. SCHEDULES

- 15.1 This Agreement, including:
- Schedule A Municipal Allocation
 - Schedule B Eligible Projects
 - Schedule C Eligible and Ineligible Costs
 - Schedule D Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

16. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

TOWNSHIP OF BLANDFORD-BLENHEIM

Mayor Name

Signature

Clerk Name

Signature

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By Title

Signature

In the presence of:

Witness Title

Signature

**SCHEDULE A
MUNICIPAL ALLOCATION**

RECIPIENT'S NAME: TOWNSHIP OF BLANDFORD-BLENHEIM

ALLOCATION: \$44191.0738

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.

SCHEDULE B ELIGIBLE PROJECTS

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
 - a. Commercial building façade improvements
 - b. Preservation and adaptive reuse of heritage and industrial buildings
 - c. Provision of affordable housing
 - d. Space conversion for residential and commercial uses
 - e. Structural improvements to buildings (e.g. Building Code upgrades)
 - f. Improvement of community energy efficiency
 - g. Accessibility enhancements

- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
 - a. Signage – wayfinding/directional, and gateway.
 - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
 - c. Marketing plan implementation – business attraction and promotion activities, special events.

SCHEDULE C
ELIGIBLE AND INELIGIBLE COSTS

1. Eligible Costs include:

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

2. Ineligible Costs include:

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics of marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;
- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.

**SCHEDULE D
REPORTING**

1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure)	Total Project Cost	Estimate of Funds (Main Street) Spent

2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	

- b. Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/ Ongoing

3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. Community Improvement Plan Eligible Projects
 - Number of small businesses supported;
 - Total value of physical improvements;
 - Total Main Street Funds provided;
 - Total Municipal investment; and,
 - Total private investment.

- b. Municipal Physical Infrastructure Eligible Projects
 - Total value of physical improvements;
 - Total Main Street Funds provided; and
 - Total municipal investment.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 2076-2018

15. e.

Being a By-law to confirm the proceedings of Council.

WHEREAS by Section 5 of the *Municipal Act* 2001, S.O. 2001, c.25, the powers of a municipal corporation are to be exercised by its Council.

AND WHEREAS by Section 11 of the *Municipal Act* 2001, S.O. 2001, c.25, the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Blandford-Blenheim at this meeting be confirmed and adopted by by-law;

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim hereby enacts as follows:

1. That the actions of the Council of the Corporation of the Township of Blandford-Blenheim in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Blandford-Blenheim, at this meeting held on June 6, 2018 is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Mayor and proper officials of the Corporation of the Township of Blandford-Blenheim are hereby authorized and directed to do all things necessary to give effect to the actions of the Council referred to in the proceeding section hereof.
3. That the Mayor and the CAO / Clerk be authorized and directed to execute all documents in that behalf and to affix thereto the seal of the Corporation of the Township of Blandford-Blenheim.

By-law read a first and second time this 6th day of June, 2018.

By-law read a third time and finally passed this 6th day of June, 2018.

MAYOR
MARION WEARN

CAO / CLERK
RODGER MORDUE