



TOWN OF AMHERSTBURG REGULAR COUNCIL MEETING

AGENDA

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Monday, May 9, 2022

6:00 PM

Virtual

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Pages

1. CALL TO ORDER
2. ROLL CALL
3. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

4. LAND ACKNOWLEDGEMENT

We will begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations (comprising the Ojibway, the Odawa, and the Potawatomie Peoples), and of the Huron-Wendat and Wyandot Peoples. We recognize the land as an expression of gratitude to those whose traditional territory we reside on, and a way of honouring the Indigenous people who have been living and thriving on the land since time immemorial. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island.

5. MINUTES OF PREVIOUS MEETING

That the minutes **BE ADOPTED** and that those confidential minutes of the closed sessions of Council remain confidential and restricted from public disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act:

5.1.	Special In-Camera Meeting Minutes - April 6, 2022	10
5.2.	Special Council Meeting Minutes - Planning - April 25, 2022	14
5.3.	Regular Council Meeting Minutes - April 25, 2022	19

6. DELEGATIONS

- 6.1. Request for Approval of Public Art in Downtown Amherstburg - Richard Peddie and Jennifer Matotek 35

That the delegation **BE RECEIVED**.

7. PRESENTATIONS

- 7.1. 2022-2023 Official Visitors Guide - Gordon Orr, CEO, Lynnette Bain, Vice President of Destination Development, and Jason Toner, Director of Marketing and Communications, TWEPI 58

That the presentation **BE RECEIVED**.

8. REPORTS - PARKS, FACILITIES, RECREATION & CULTURE

- 8.1. Windsor River Cruises 2022 Agreement 92

It is recommended that:

1. The CAO **BE AUTHORIZED** to negotiate and execute an agreement for the 2022 season, and for future cruise operating seasons, between the Town of Amherstburg and Windsor Premier Cruises and/or other cruise operators docking at Kings Navy Yard Park south location provided that the agreements are satisfactory in technical content and form to the Directors of Parks Facilities, Recreation and Culture, Corporate Services, and Legislative Services/Town Clerk.

- 8.2. LeBlanc Pro Shop Lease Extension 106

It is recommended that:

1. The CAO **BE AUTHORIZED** to finalize a two-year extension of the current lease agreement between Marc LeBlanc Owner and Operator of The Skate Shop and the Town for the use of space at the Libro Recreation Centre for the purpose of skate sharpening operations; and that the lease agreement be to the satisfaction of the Town Solicitor, Clerk and Director of Parks Facilities, Recreation and Culture.

9. REPORTS – CORPORATE SERVICES

There are no reports.

10. REPORTS - ENGINEERING & INFRASTRUCTURE SERVICES

10.1. McLeod Avenue Reconstruction – 3rd Concession South to Lakewood Drive - Tender Results 109

It is recommended that:

1. The tender for the McLeod Avenue Reconstruction **BE AWARDED** to J&J Lepera Infrastructures for an amount not to exceed \$1,175,000.00 plus HST; and,
2. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with J&J Lepera Infrastructures for the McLeod Avenue Reconstruction.

10.2. South Riverview Drive Reconstruction – Beneteau Drive to 2nd Concession North - Tender Results 116

It is recommended that:

1. The tender for the South Riverview Drive Reconstruction **BE AWARDED** to Rudak Excavating Inc. for an amount not to exceed \$773,600.00 plus HST; and,
2. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Rudak Excavating Inc. for the South Riverview Drive Reconstruction.

11. REPORTS - DEVELOPMENT SERVICES

11.1. 106 Gore Street – Demolition Request and Removal from Heritage Register 123

It is recommended that:

1. Council **APPROVE** the demolition request, and removal from the Heritage Register of 106 Gore Street.

It is recommended that:

- i. The Chief Administrative Officer and Director of Development Services **BE AUTHORIZED** to apply to the *Charge UP Windsor-Essex County grant*, for the installation of up to four Level 2 dual port Electric Vehicle Charging stations (EV), subject to the documents being satisfactory in legal form to the Clerk, in technical content to the Director of Infrastructure Services and in financial content to the Chief Financial Officer and;
- ii. Council **DIRECT** Administration to seek opportunities for in-kind and or sponsorship opportunities for the project and;
- iii. Council **DIRECT** Administration to ensure the Town's total cost for capital and 1 year of operational costs does not exceed \$120,000, plus any sponsorship funding and;
- iv. Council **APPROVE** the an amendment, noted in italics, to resolution 20220425-07
 - a. That \$120,000 **BE DEDICATED** and **BE FUNDED** from either reserves or as a pre-commitment to the 2023 Capital Budget, whichever is deemed best by Administration after performing its due diligence following the delivery of the 2021 year-end audit, to allow the Town to apply for the available Federal grant which will offset the cost of the charging stations
- v. Council **APPROVE** the following recommendations upon written confirmation of the Town being awarded the grant funding:
 - a. That the Chief Administrative Officer and Clerk **BE AUTHORIZED** to sign and execute any agreements, declarations or approvals required resulting from receiving funding under the Charging UP Windsor-Essex County grant, satisfactory in financial content to the Chief Financial Officer, and in technical content to the Director of Infrastructure Services and;
 - b. THAT Council **DELEGATE** authority to the Chief Administrative Officer to approve the final EV project scope and deliverables to maximize use of the grant and the Town's \$120,000, plus any sponsorship funding and;
 - c. That the Chief Administrative Officer and the Clerk **BE AUTHORIZED** to take any such action required to effect the recommendations noted above and sign any required documentation/agreement(s) for the implementation of the EV Charging Stations, satisfactory in legal form to the Clerk, in technical content to Director of Infrastructure Services and in financial content to the Chief Financial

Officer; and further

- d. THAT Council **DELEGATE** authority to the Chief Administrative Officer and Clerk to negotiate, sign and execute any agreements, declarations or approvals required resulting from receiving any in-kind and/or sponsorship funding for the implementation and or operational costs for the EV charging stations, satisfactory in financial content to the Chief Financial Officer, and in technical content to the Director of Development Services and;
- e. THAT Council **DELEGATE** authority to the Chief Administrative Officer to award and issue purchase orders and or sign and execute any agreements as may be required for the necessary services to execute the scope of work for the EV project and;
- f. THAT Council **APPROVE** a charging cost of \$1.50/hour for Level 2 and \$.33/minute for Level 3 charging stations, to be revisited after the first 12 months of activation, and that those funds be directed to an EV reserve fund.

12. REPORTS - CAO's OFFICE

12.1. 2022 Tanker Firefighting Apparatus Tender Results

146

It is recommended that:

1. The report from the Fire Chief dated April 29, 2022 regarding the 2022 Tanker Firefighting Apparatus Tender Results **BE RECEIVED**;
2. The purchase of 1 Tanker/Pumper firefighting apparatus **BE AWARDED** to Fort Garry Fire Trucks Ltd., BE at a total maximum cost of \$570,651.00 CAD plus HST, to be funded from 2022 Capital Budget and the prior year contributions to the Working Capital Reserve for Fire Major Equipment, and the Treasurer **BE AUTHORIZED** to execute the purchase;
3. The Treasurer **BE AUTHORIZED** to proceed with the Sale of Engine 1B (1995 Spartan) and use the proceeds to fund the deficit of \$10,651.00 and place the remaining proceeds into the Working Capital Reserve for Fire Major Equipment; and,
4. The Mayor and Clerk **BE AUTHORIZED** to enter into an agreement with Fort Garry Fire trucks Ltd. 53 Bergen Cutoff Road, Winnipeg, Manitoba R3C 2E6 and execute all necessary documents for the purchase of 1 Tanker Firefighting Apparatus.

13. INFORMATION REPORTS

There are no reports.

14. CONSENT CORRESPONDENCE

That the following consent correspondence **BE RECEIVED**:

- | | | |
|--------------|--|------------|
| 14.1. | Bill 109 - More Homes Act for Everyone - Township of Cramahe Resolution | 150 |
| 14.2. | Build it Right the First Time - Town of Halton Hills Resolution | 152 |

15. CORRESPONDENCE

- | | | |
|--------------|--|------------|
| 15.1. | International Day Against Homophobia and Transphobia - May 17, 2022 | 156 |
|--------------|--|------------|

It is recommended that:

1. The correspondence regarding International Day Against Homophobia and Transphobia **BE RECEIVED**;
2. May 17, 2022 **BE PROCLAIMED** as International Day Against Homophobia and Transphobia and,
3. The pride flag **BE PRUCHASED**, in the amount of \$15.00, to be raised on May 17, 2022.

16. CONSENT OTHER MINUTES

That the following minutes **BE RECEIVED**:

- | | | |
|--------------|--|------------|
| 16.1. | Amherstburg Environmental Advisory Committee Meeting Minutes - April 13, 2022 | 158 |
| 16.2. | Co-An Park Committee Meeting Minutes - April 13, 2022 | 162 |
| 16.3. | Heritage Committee Meeting Minutes - April 14, 2022 | 172 |

17. OTHER MINUTES

17.1. Drainage Board Meeting Minutes - May 3, 2022

178

It is recommended that:

1. The Drainage Board Meeting Minutes of May 3, 2022, **BE RECEIVED**;
2. The engineer's report for the Bridges Over the 7th Concession Drain North **BE CONSIDERED**;
3. **By-law 2022-052** being a by-law to provide for the Bridges Over the 7th Concession Drain North based on the Drainage Report by RC Spencer Associates Inc. **BE PROVISIONALLY ADOPTED** by giving first and second reading and the Mayor and Clerk **BE AUTHORIZED** to sign same;
4. The request from Brad and Lindy Paquette for the replacement of an existing access bridge over the Ong Drain per 78 of the Drainage Act **BE ACCEPTED**, as recommended by the Drainage Board, and;
5. The firm of Rood Engineering Inc. **BE APPOINTED** to complete the necessary report for the repair and improvement to the Ong Drain, as recommended by the Drainage Board.

18. UNFINISHED BUSINESS

18.1. Unfinished Business List as at May 9, 2022

253

19. NEW BUSINESS

20. NOTICE OF MOTION

There are no Notices of Motion.

21. BY-LAWS

- 21.1. **By-law 2022-022 - To Amend Zoning By-law 1999-52 for 225 & 255 Sandwich Street North** 260

That **By-law 2022-022** being a by-law to Amend Zoning By-law 1999-52 for 225 & 255 Sandwich Street North be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

- 21.2. **By-law 2022-053 - Confirmatory By-law** 263

That **By-law 2022-053** being a by-law to Confirm all Resolutions of the Municipal Council Meeting held on May 9, 2022 be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

22. ADJOURNMENT

That Council rise and adjourn at p.m.



TOWN OF AMHERSTBURG
SPECIAL IN-CAMERA COUNCIL MEETING

Wednesday, April 6, 2022
4:30pm

PRESENT

Mayor Aldo DiCarlo
Deputy Mayor Leo Meloche
Councillor Peter Courtney
Councillor Donald McArthur
Councillor Michael Prue
Councillor Marc Renaud
Councillor Patricia Simone

Peter Simmoons, CAO & Deputy Clerk
Acting Chief Bellaire, WPS (Item A)
Supt. Dodd, WPS (Item A)
Inspector DeLuca, WPS (Item B)
N. Jammu-Taylor, External Legal Counsel (Item B)

SPECIAL IN-CAMERA COUNCIL MEETING

CALL TO ORDER

The Mayor called the meeting to order at 4:35pm.

Moved By Councillor Prue
Seconded By Deputy Mayor Meloche

That Council move into an In-Camera Meeting of Council at 4:35 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reasons:

Item A - Section 239(2)(a) – The security of the property of the municipality or local board;

Item B – Section 239(2)(b) - Personal matters about an identifiable individual, including municipal or local board employees; Section 239(2)(e) - Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and Section 239(2)(f) – Advice that is subject to solicitor-client privilege , including communications necessary for that purpose.

The Mayor put the Motion.

Motion Carried

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF
(In Camera Meeting Agenda Items)

None.

Moved into In-Camera session

Discussion on the items of business (items A and B)

Moved By Councillor McArthur
Seconded By Deputy Mayor Meloche

That Council rise from the special in-Camera session at 6:08pm and move back in to open session.

The Mayor put the motion.

Motion Carried

Item A –

Moved By Councillor McArthur
Seconded By Councillor Renaud

THAT the In Camera confidential report from the Chief Administrative Officer BE RECEIVED and that Administration proceed on the verbal direction of Council regarding a negotiated infrastructure contract.

The Mayor put the Motion.

Motion Carried

Item B –

Moved By Councillor Simone
Seconded By Councillor McArthur

THAT the verbal update from External Legal Counsel regarding ongoing litigation BE RECEIVED and that Administration and External Legal Counsel BE DIRECTED to proceed in accordance with the verbal directions of Council.

The Mayor put the motion.

Motion Carried.

ADJOURNMENT

Moved By Councillor Renaud
Seconded By Councillor Courtney

That Council rise and adjourn at 6:10pm.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

DEPUTY CLERK – PETER SIMMONS



TOWN OF AMHERSTBURG
SPECIAL COUNCIL MEETING - PLANNING

Monday, April 25, 2022
3:30 PM

Council Chambers, 271 Sandwich Street South, Amherstburg, ON, N9V 2A5

MINUTES

PRESENT

Mayor Aldo DiCarlo
Deputy Mayor Leo Meloche
Councillor Peter Courtney
Councillor Donald McArthur
Councillor Michael Prue
Councillor Marc Renaud
Councillor Patricia Simone

Peter Simmons, CAO
Valerie Critchley, Director, Legislative Services/Clerk
Tammy Fowkes, Deputy Clerk

CALL TO ORDER

The Mayor called the meeting to order at 3:36 p.m.

ROLL CALL

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

Item # 4.2 - Councillor McArthur noted that he works for the County of Essex; however, he advised that he has no disclosures of pecuniary interest.

SPECIAL PLANNING REPORTS

4.1 Statutory Public Meeting to Consider an OPA and ZBA for 247 Brock

Jackie Lassaline, Principal Planner for the Lofts at St. Anthony's Condominiums, provided an overview of the proposed Official Plan Amendment and the proposed Zoning By-law Amendment for 247 Brock Street and answered Council questions.

The Rosati Group, Applicant, answered Council questions.

The Mayor invited the public to comment. There were no public comments heard or received.

Resolution # 20220425-01

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That comments from the public, municipal departments, agencies, and Council with respect to Official Plan Amendment and Zoning By-law Amendment for lands municipally known as 247 Brock Street (Files OPA #14 & ZBA-06-22), owned by Jones Realty Inc., BE RECEIVED and SUMMARIZED in a future report to Council.

The Mayor put the Motion.

Motion Carried

4.2 Statutory Public Meeting to Consider Draft Plan of Subdivision for Riverview Subdivision

Tracey Pillon-Abbs, Principal Planner for the Riverview Subdivision, provided an overview of the proposed Zoning By-law Amendment for 1267 Front Road North and answered Council questions.

Dave Hayman, Biologist, MTE Consultants Inc. answered Council questions.

Correspondence was received from the following and was read aloud by the Clerk:

- Aldo Pacitti

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That Council recess for a break at 3:54 p.m.

The Mayor put the Motion.

Motion Carried

Moved By Councillor Renaud
Seconded By Councillor Simone

That Council resume Special session at 4:04 p.m.

The Mayor put the Motion.

Motion Carried

The Mayor invited the public to comment. The following were heard:

- Katherine Roth - abutting property owner
- Nick Cacciato - representing a group of citizens that live on Thrasher Drive

Resolution # 20220425-02

Moved By Councillor Renaud
Seconded By Deputy Mayor Meloche

That:

1. **Council recommend to the County of Essex's Manager of Planning Services, that they grant draft approval to a Draft plan of Subdivision (as per Figure 2) for the subject lands, and that the County of Essex be requested to attach the following conditions to the subject draft plan of subdivision approval:**
 - **That the required storm water management plan be prepared by the Applicant and approved by the Town Engineer and ERCA Staff;**
 - **That all identified road allowances be conveyed to the Town;**

- That a subdivision agreement be entered into with the Town to ensure that all required municipal infrastructure and services are designed and built by the Applicant to the satisfaction of the Town, and that all required financial contributions (including cash in lieu of parkland) be made and/or secured to the Town, including all required letters of credit, cash securities and insurances;
 - That Block 38 be dedicated to the Town for storm water management purposes;
 - That Blocks 39, 40 and 41 be conveyed to the Town for drainage purposes;
 - That Blocks 42 and 43 be conveyed to the County of Essex for road widening purposes;
 - That Block 44 and 45 be conveyed to the County of Essex as one-foot reserves;
 - That the 5 metre wide buffer strip along the easterly boundary of the Plan be subject to an easement to the satisfaction of the Town.
2. **Once the County of Essex has granted draft approval to the Applicant's Draft Plan of Subdivision:**
 - That the required subdivision agreement be prepared and executed to Council's satisfaction;
 - That the required zoning by-law amendment, removing the holding zone from the subject lands in accordance with the corresponding land uses recommended in this Staff Report, be prepared by Town Staff and brought to Council for adoption purposes.
 3. **All comments from the public, and Council with respect to the application for a proposed plan of subdivision (File 37-T-22003) BE RECEIVED; and,**
 4. **All comments and the above conditions BE FORWARDED to the County of Essex (the Approval Authority)**

The Mayor put the Motion.

Motion Carried

ADJOURNMENT

Moved By Councillor Courtney

Seconded By Deputy Mayor Meloche

That Council rise and adjourn at 4:37 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY



**TOWN OF AMHERSTBURG
REGULAR COUNCIL MEETING**

**Monday, April 25, 2022
6:00 PM**

Council Chambers, 271 Sandwich Street South, Amherstburg, ON, N9V 2A5

MINUTES

PRESENT

Mayor Aldo DiCarlo
Deputy Mayor Leo Meloche
Councillor Peter Courtney
Councillor Donald McArthur
Councillor Michael Prue
Councillor Marc Renaud
Councillor Patricia Simone

Peter Simmons, CAO
Valerie Critchley, Director, Legislative Services/Clerk
Tammy Fowkes, Deputy Clerk

CALL TO ORDER

The Mayor called the meeting to order at 6:00 p.m.

NATIONAL ANTHEM

ROLL CALL

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

Item # 7.1 and # 21.1 - Deputy Mayor Meloche advised that his brother's appointment as the Deputy Fire Chief is before Council for consideration.

LAND ACKNOWLEDGEMENT

We will begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations (comprising the Ojibway, the Odawa, and the Potawatomie Peoples), and of the Huron-Wendat and Wyandot Peoples. We recognize the land as an expression of gratitude to those whose traditional territory we reside on, and a way of honouring the Indigenous people who have been living and thriving on the land since time immemorial. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island.

MINUTES OF PREVIOUS MEETING

Resolution # 20220425-03

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

That the minutes BE ADOPTED and that those confidential minutes of the closed sessions of Council remain confidential and restricted from public disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act:

- 6.1 Special In-Camera Council Meeting Minutes - Public - April 11, 2022**
- 6.2 Regular Council Meeting Minutes - April 11, 2022**

The Mayor put the Motion.

Motion Carried

RECOGNITIONS

Deputy Mayor Meloche vacated his seat for Item # 7.1 - Appoint Deputy Fire Chief.

The Fire Chief provided Council with a biography for both Ron Meloche and Dan Monk.

7.1 Appoint Deputy Fire Chief - Ron Meloche

7.2 Appoint Assistant Deputy Fire Chief - Dan Monk

Agenda Items # 21.1 and # 21.2 were moved forward.

Resolution # 20220425-04

Item # 21.1 - That By-law 2022-049 being a by-law to Appoint a Deputy Fire Chief for the Amherstburg Fire Department be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Mayor put the Motion.

Motion Carried

Resolution # 20220425-05

Item # 21.2 - That By-law 2022-050 being a by-law to Appoint an Assistant Deputy Fire Chief for the Amherstburg Fire Department be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Mayor put the Motion.

Motion Carried

DELEGATIONS

8.1 Request for Expansion of Pickleball Facilities - Richard White, Amherstburg Pickleball Association

Resolution # 20220425-06

Moved By Councillor Simone
Seconded By Deputy Mayor Meloche

That the delegation BE RECEIVED.

The Mayor put the Motion.

Motion Carried

8.2 Investment in Electric Vehicle Chargers - Ken Morrison, Felicia Cristofaro, and Eric Freeze, Thrive Amherstburg

Resolution # 20220425-07

Moved By Councillor McArthur
Seconded By Councillor Prue

That:

- 1. The delegation BE RECEIVED; and,**
- 2. That \$120,000 BE DEDICATED and BE FUNDED from either reserves or as a pre-commitment to the 2023 Capital Budget, whichever is deemed best by Administration after performing its due diligence, to allow the Town to apply for the available Federal grant which will offset the cost of the charging stations.**

The Mayor put the Motion.

	Yes/Concur	No/Not Concur
Councillor Courtney		X
Councillor McArthur	X	
Deputy Mayor Meloche	X	
Councillor Prue	X	
Councillor Renaud	X	
Councillor Simone	X	
Mayor DiCarlo	X	

Motion Carried

8.3 Zoning By-law Amendment for Brunner Avenue and Sandwich Street - Rob Piroli, Piroli Group

Agenda Item # 12.4 was moved forward.

Resolution # 20220425-08

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That:

- 1. The delegation BE RECEIVED;**
- 2. The proposed Zoning By-law Amendment for lands located on the northeast corner of Brunner Avenue and Sandwich Street (File ZBA-05-22), owned by 1603941 Ontario Inc. BE APPROVED IN PRINCIPLE subject to:**
 - Confirmation in writing from the applicant's soil consultant that all clauses in the Official Plan (sections 2.3, 2.8.2 and 4.4.3) relating to soil conditions have been complied with;**
 - The applicant provides an updated site plan demonstrating that both phases of the development meet a minimum requirement of 1.25 parking spaces per apartment unit;**
- 3. All the above conditions BE MET prior to the passing of the amending zoning by-law. When the above noted conditions are met, the amending site specific zoning by-law will be placed on a future Council agenda for adoption;**
- 4. Prior to final site plan control approval being granted for the Phase 1 building the following items will need to BE INCORPORATED as part of the required site plan agreement:**
 - That the applicant complies with the recommendations of the acoustical report.**
 - That the applicant complies with the recommendations of the Heritage Committee.**
 - That the applicant complies with the recommendations of the Essex Region Conservation Authority and obtain all necessary permits and/or approvals.**
 - That the applicant complies with all other agency comments received by the Town.**
 - That the applicant complies with the requirements of all municipal departments.**

- **That the applicant has their biologist confirm in writing the mitigation measures that are required to ensure compliance with the Endangered Species Act.**
- **Install perimeter fencing adjacent to the industrial lands, the height and type to be determined as part of the site plan agreement.**
- **That the applicant complies with the traffic study to the satisfaction of the Town Engineer.**
- **That the applicant complies with all other applicable by-law/policies of the Town.**

The Mayor put the Motion.

Motion Carried

REPORTS – CORPORATE SERVICES

There were no reports.

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

That Council recess for a break at 8:04 p.m.

The Mayor put the Motion.

Motion Carried

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That Council resume Regular session at 8:19 p.m.

The Mayor put the Motion.

Motion Carried

REPORTS - PARKS, FACILITIES, RECREATION & CULTURE

10.1 Dog Park in Amherstburg

Resolution # 20220425-09

Moved By Councillor McArthur
Seconded By Councillor Simone

That:

- 1. The Dog Park in Amherstburg report dated April 11, 2022 BE RECEIVED;**
- 2. Council APPROVE the installation of a Dog park at the Libro Centre located at 3295 Meloche Road in the expansion lands south of the Libro Complex; and,**
- 3. Council DIRECT Administration to proceed with the installation of a Dog Park at the above noted location as approved in the Capital Budget in the amount of \$166,000.**

The Mayor put the Motion.

	Yes/Concur	No/Not Concur
Councillor Courtney	X	
Councillor McArthur	X	
Deputy Mayor Meloche	X	
Councillor Prue	X	
Councillor Renaud	X	
Councillor Simone	X	
Mayor DiCarlo	X	

Motion Carried

10.2 State of Tennis Courts at Malden Park

Resolution # 20220425-10

Moved By Councillor Courtney
Seconded By Councillor Prue

That:

- 1. The report on the state of tennis courts at Malden Park BE RECEIVED; and,**

2. **Funding BE DEFERRED to the 2023 Capital Budget for the replacement of 2 tennis/pickle ball courts in central Amherstburg in the amount of \$550,000.**

The Mayor put the Motion.

Motion Carried

REPORTS - ENGINEERING & INFRASTRUCTURE SERVICES

11.1 2022 Mill and Pave Program – Tender Results

Resolution # 20220425-11

Moved By Deputy Mayor Meloche

Seconded By Councillor Renaud

That:

1. **The 2022 Mill and Pave Program Tender BE AWARDED to Armstrong Paving and Materials Group Ltd. for an amount not to exceed \$661,258.62 plus H.S.T to complete rehabilitation works for Wilkinson Court, Hamilton Drive, Victoria Street South (Pickering to Simcoe), Victoria Street South (Alma to Hamilton) and Point West Drive (east side);**
2. **An over-expenditure not to exceed \$75,030 for the 2022 Mill and Pave Program for a total cost not to exceed \$675,030 including net HST BE APPROVED to be funded as outlined in the report from the Manager of Engineering dated April 7, 2022; and,**
3. **The Mayor and Clerk BE AUTHORIZED to execute an agreement with Armstrong Paving and Materials Group Ltd. for the 2022 Mill and Pave program.**

The Mayor put the Motion.

Motion Carried

REPORTS - DEVELOPMENT SERVICES

12.1 24 Sandwich Street South - Notice of Intent to Designate

Resolution # 20220425-12

Moved By Councillor Prue

Seconded By Councillor McArthur

That:

1. **Notice of Intent to Designate 24 Sandwich Street South BE GIVEN to designate the property by municipal bylaw in accordance with the *Ontario Heritage Act and;***
2. **The Notice of Intent to Designate 24 Sandwich Street South CONTAIN the Statement of Cultural Heritage Value or Interest and the list of Heritage Attributes as recommended by the Heritage Committee.**

The Mayor put the Motion.

Motion Carried

12.2 Addition to the Heritage Register

Resolution # 20220425-13

Moved By Councillor Prue

Seconded By Councillor Simone

That the property at 355 Dalhousie Street BE LISTED on The Town of Amherstburg's Heritage Register as a non-designated property of cultural heritage value or interest in accordance with section 27(3) of the *Ontario Heritage Act.*

The Mayor put the Motion.

Motion Carried

12.3 Amending By-law to Update the Site Plan Control Area By-law

Resolution # 20220425-14

Moved By Deputy Mayor Meloche

Seconded By Councillor Renaud

That By-law 2022-045 being a by-law to Designate a Site Plan Control Area for the Town of Amherstburg be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Mayor put the Motion.

Motion Carried

12.4 Zoning By-law Amendment for Brunner Avenue and Sandwich Street

As dealt with in Item # 8.3

REPORTS - CAO's OFFICE

13.1 Electronic Meeting Participation for Members

Resolution # 20220425-15

Moved By Councillor Prue
Seconded By Councillor Courtney

That By-law 2022-047, as amended to include a requirement that any electronic participation must take place from inside Canada, being a by-law to Amend By-law 2014-91 to Permit Electronic Participation be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Mayor put the Motion.

Motion Carried

13.2 Next Generation 911 Authority Agreement

Resolution # 20220425-16

Moved By Councillor Renaud
Seconded By Councillor Simone

That:

- 1. The Report - Next Generation 911 Authority Agreement dated April 8, 2022 BE RECEIVED; and,**

2. The Mayor and Clerk BE AUTHORIZED to execute the Next Generation Authority Agreement with Bell Canada.

The Mayor put the Motion.

Motion Carried

13.3 Multiple Fire Services By-law Updates

Resolution # 20220425-17

Councillor Courtney moved the motion with an amendment to grandfather any of the current active Amherstburg Fire Department Firefighter Officers who are over the age of 60 to continue their service until December 31, 2022, and after that time, any active Firefighter Officer would be required to retire in the month of their 60th birthday.

Moved By Councillor Courtney

Seconded By Councillor Prue

That:

1. The following amended by-laws BE APPROVED:

- **Fire Department Establishing and Regulating Bylaw**
- **By-law to Impose Fees for False Fire Alarms**
- **By-law to Regulate Open Air Burning within the Town of Amherstburg**
- **By-law Respecting the Sale and Setting Off of Fireworks in the Town of Amherstburg**

The Mayor put the Motion.

Motion Carried

INFORMATION REPORTS

Resolution # 20220425-18

Moved By Deputy Mayor Meloche

Seconded By Councillor Simone

That the following information reports BE RECEIVED:

14.1 Building Activity Report for January to March 2022

**14.2 1st Quarter Fire Department Activity Report
January, February & March 2022**

The Mayor put the Motion.

Motion Carried

CONSENT CORRESPONDENCE

Resolution # 20220425-19

Moved By Councillor Courtney
Seconded By Councillor McArthur

That the following consent correspondence BE RECEIVED:

**15.1 County Participation in the Regional Food and Organics Waste Program -
County of Essex**

**15.2 Comprehensive Zoning By-law Review - Municipality of Clarington
Resolution**

**15.3 HST Rebate for New Homes in Ontario - Municipality of Grey Highlands
Resolution**

15.4 Russian Sanctions - Town of Gravenhurst Resolution

The Mayor put the Motion.

Motion Carried

CORRESPONDENCE

16.1 Fibromyalgia Awareness Day - May 12, 2022

Resolution # 20220425-20

Moved By Councillor Simone
Seconded By Deputy Mayor Meloche

That:

1. **The correspondence dated April 13, 2022 from Fibromyalgia Association Canada regarding Fibromyalgia Awareness Day BE RECEIVED;**
2. **May 12, 2022 BE PROCLAIMED as Fibromyalgia Awareness Day in the Town of Amherstburg; and,**
3. **The Amherstburg sign in the Kings Navy Yard Park BE ILLUMINATED in purple on May 12, 2022.**

The Mayor put the Motion.

Motion Carried

CONSENT OTHER MINUTES

Resolution # 20220425-21

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

That the following minutes BE RECEIVED:

17.1 Committee of Adjustment Meeting Minutes- March 1, 2022

The Mayor put the Motion.

Motion Carried

UNFINISHED BUSINESS

There was no Unfinished Business brought forward.

NEW BUSINESS

1. Resolution # 20220425-22

Moved By Councillor Courtney
Seconded By Councillor Prue

That the 2 hour parking signs on Laird Street behind General Amherst High School BE REMOVED until the the completion of the school year.

The Mayor put the Motion.

Motion Carried

2. Councillor McArthur asked for an update with respect to the skate park.

The Director of Parks, Facilities, Recreation and Culture advised that Administration has been designing the RFP, looking at the survey results, and gathering the concepts to be presented for public engagement. She advised that there will be consultation with the skate community so that all the important elements are captured in the concepts. She further advised that she is targeting mid to late June to get the pad down in order to house the existing equipment that has been refurbished.

3. Councillor Prue advised that he attended the OGRA Conference and noted interesting presentations from the keynote speakers.

4. Councillor Courtney advised of the risk of losing the Miracle League due to the lack of volunteers available and asked if there is anything that can be done to save the League.

The Director of Parks, Facilities, Recreation and Culture advised there was a media blitz done by AM800 which has drummed up interest and there are members of the community who are willing to step up.

The Mayor advised that Administration is communicating with League representatives.

5. Councillor Simone thanked the staff, sponsors, and volunteers who participated in the Earth Day celebration.

NOTICE OF MOTION

There were no Notices of Motion.

BY-LAWS

21.1 By-law 2022-049 - To Appoint a Deputy Chief for the Amherstburg Fire Department

As dealt with above in Item # 7.1

21.2 By-law 2022-050 - To Appoint An Assistant Deputy Chief for the Amherstburg Fire Department

As dealt with above in Item # 7.2

21.3 By-law 2022-051 - Confirmatory By-law

Resolution # 20220425-23

Moved By Deputy Mayor Meloche

Seconded By Councillor Prue

That By-law 2022-051 being a by-law to Confirm the Proceedings of the Council of the Corporation of the Town of Amherstburg be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

The Mayor put the Motion.

Motion Carried

ADJOURNMENT

Moved By Councillor Courtney
Seconded By Councillor Renaud

That Council rise and adjourn at 9:30 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY



Town of Amherstburg Delegation Request Form

I wish to appear before:

- Council
- Advisory Committee of Council Specify: _____

Date of Meeting: May 9, 2022

Name of Delegate(s): Richar Peddie and Jennifer Matotek

Address: [Redacted]

Phone: [Redacted] Email: [Redacted]

Attending as an Individual

Representing a Group/Organization
(Name of Group/Organization/Business)

Art Gallery of Windsor

Have you contacted Administration regarding this matter? Yes No

If yes, who? Kevin Fox

Reason(s) for Delegation Request (subject matter to be discussed):
If the request is in response to an item on the agenda, please specify the item by agenda item #.
Request for approval public art in downtown Amherstburg

(Use a separate page if more space is required or attach additional documentation.)
If your request is in response to an agenda item, are you in favour of the recommendation? If not, please provide your reasoning below:

****Speaking notes and presentation materials must accompany this request.**

Additional documentation attached? Yes No

Will a PowerPoint presentation be made? Yes No

Yes

Note: An electronic copy of the PowerPoint presentation is required to be submitted to the Town Clerk no later than 12:00 noon on the Friday before the meeting.

The completed Delegation Request Form is to be submitted to the Town Clerk, Town of Amherstburg, 271 Sandwich Street South, Amherstburg, ON N9V 2A5
Phone: 519.736.0012 Fax: 519.736.5403 or email pparker@amherstburg.ca.

For office use only:

Date request received: Request Received by (initials):

Request relates to:

Staff Report: _Staff Name:

Personal information contained on this form is authorized under Section 5 of the Town of Amherstburg's Procedure By-law, for the purpose of contacting individuals and/or organizations requesting an opportunity to appear as a delegation before Council or an Advisory Committee of Council. The Delegation Request Form may be published in its entirety with the public agenda which is also posted on the Town's website. The Procedure By-law is a requirement of Section 238(2) of the Municipal Act, 2001.

Please note that all meetings are open to the public except where permitted to be closed to the public under legislated authority. Questions regarding collection of the information on this form or additional accessibility requirements may be directed to the Municipal Clerk, 271 Sandwich Street South, Amherstburg, ON N9V 2A5, 519.736.0012.



Dear Town of Amherstburg,

We write this letter to seek approval from Council to install a project spearheaded by AWE – Art Windsor-Essex (formerly known as the Art Gallery of Windsor). The goals of the project, ‘Look Again! Outside! Amherstburg Edition’ are to support the cultural vibrancy of downtown Amherstburg; enhance cultural tourism in your town; and to share images from AWE’s treasured art collection with a broad audience, expanding from Windsor out into Essex County. This effort is aligned with our Strategic Plan’s commitment to be a valued centre for art and culture not only for the City of Windsor, but for all of Essex County.

This project builds on the momentum and success of our November 2021 launch of ‘Look Again! Outside!’ in Downtown Windsor. In 2021, nine artwork reproductions were placed throughout Windsor’s downtown core, to the delight and excitement of residents and visitors to the area. Installed through the end of 2022, the project is already beloved by the community, garnering great interest and enthusiasm on social media, and from Windsor-area news outlets. Images of the artwork reproductions installed in Downtown Windsor, along with media coverage about the project, are included in this submission (see Addendum A).

The Amherstburg edition of this project will feature reproductions of five artworks from the AWE collection in downtown Amherstburg, creating a mini-walking tour. Proposed artworks to be reproduced include works by the Group of Seven, as well as beloved regional artists such as Mary Celestino (see Addendum B).

AWE is happy to work with the Town of Amherstburg to find locations where works can be best located to avoid sightline and maintenance issues, and to maximize public enjoyment of the installations. We propose installing one reproduction on private property, and four reproductions on public property. Proposed locations for the reproductions are included in this package (see Addendum C). We reached out to members of the Town of Amherstburg’s administrative team in advance of this request to ensure the locations we bring before Council are both appropriate for visitor enjoyment and safety. We want to ensure the installations are positioned in ways that would not impose an inconvenience or hardship for staff who undertake work connected to roads or parks. Members of Town Administration who were consulted with, and who approve of the proposed locations, include: Eric Chamberlain, Manager of Roads and Fleets; Annette Zahaluk, Manager of Parks and Naturalized Areas; and Anne Rota, Manager of Tourism and Culture. AWE will work with your administration to ensure the reproductions installed will adhere to town bylaws.



The Town of Amherstburg does not need to cover any expenses associated with this project beyond providing approvals for the project, guidance from administration, and providing permission from Council to erect. All installation costs, fabrication costs, and labour will be covered by AWE, in partnership with the kind support of donor Richard Peddie. A support letter from Richard Peddie confirming his support for this project is included in this package (see Addendum D).

The duration of the project will be two years. One set of five artwork reproductions will be installed in 2022 and a new set of five artworks will be installed in 2023. Installation of the first set of five artworks, with Council's approval, will commence in June 2022. Should the Town wish to continue to leave the reproductions installed beyond 2023, the AGW would be open to that, provided that the reproductions remain in good condition at the end of one year. Information about the materials used in the fabrication of the reproductions has been included (See Addendum E). The reproductions installed in Downtown Windsor, using the same materials, are currently in perfect condition, six months after being installed through the winter months.

AWE kindly requests that the Town of Amherstburg approve the installation of this project in downtown Amherstburg and asks for permission from Council to erect. Based on our experience installing the 'first round' of this project in Downtown Windsor, we are confident that the community and visitors to Amherstburg will enjoy these additions to the downtown, particularly as people continue to spend an increasing amount of time outside. AWE excited to expand this project into the county, and delighted to collaborate with Amherstburg as the first location in Essex County to enjoy this project.

Regards,

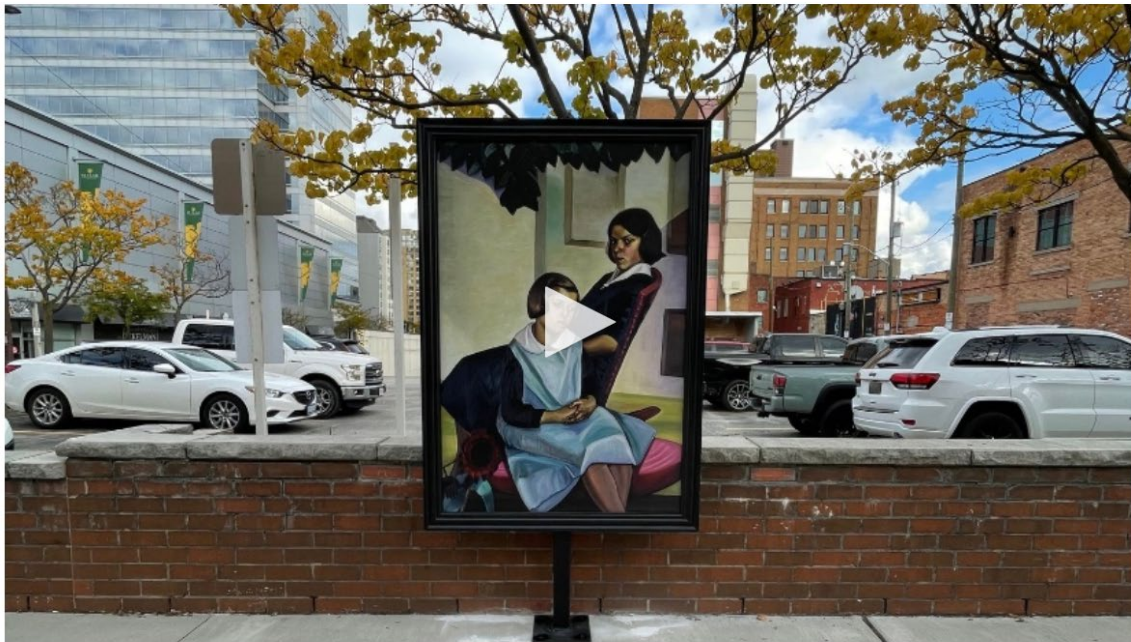
Jennifer Matotek
Executive Director

Victoria Little
Board Chair

<https://windsor.ctvnews.ca/look-again-art-gallery-of-windsor-brings-its-art-to-city-sidewalks-1.5660704>

WINDSOR | News

'Look again!' Art Gallery of Windsor brings its art to city sidewalks



Rich Garton
CTV Windsor News Reporter
[Follow](#) | [Contact](#)

Updated Nov. 10, 2021 4:51 p.m. EST
Published Nov. 10, 2021 4:37 p.m. EST

Share



WINDSOR, ONT. - When the pandemic hit the Art Gallery of Windsor was forced to close its doors.

"In some ways, it really sparked some creativity in us," says AGW executive director, Jennifer Matotek, which brought the 'Look Again! Outside' project to life.

Nine works of art — which are on display inside the gallery, are now framed and bolted into sidewalks around the core.

RELATED STORIES

- [Downtown Windsor's Arts Alley gets two new installations](#)
- [Chair sculpture revealed at Jackson Park](#)

"We're trying to create a really culturally vibrant, exciting downtown, a magnet for people, where they know that if they want to experience art and culture, downtown Windsor is the place to go," says Matotek.

The pieces are life-sized reproductions, which Matotek says are quite impervious to whatever

Mother Nature throws at them.

The city waived fees to install the art — and many donors, including the Stephanie and Barry Zekelman Foundation, stepped up to make the project possible.

They'll be on display for a year and already, people are taking notice.



Artwork from the Art Gallery of Windsor has been framed and placed on sidewalks in downtown Windsor, Ont. on Wednesday, Nov. 10, 2021. (Rich Garton/CTV Windsor)

“It’s Canadiana, you don’t have to go to the gallery to see these beautiful pieces of art, they’re just right here on the street for your enjoyment,” says John Ansell, who works at Dog’s Breakfast, across the street from one of the outdoor paintings.

“Sometimes you just get busy and you’re not able to go into an art gallery, so it’s nice that you just walk down the street and see something beautiful,” echoes Shantal Nantau, who saw one of the works while taking a stroll along Maiden Lane.

In early 2022, the AGW is teaming up with Montreal-based Moment Factory, turning these pieces of art into an augmented reality treasure hunt game.

Each sign will feature a distinct QR code where you’ll be able to learn about the artist and location, creating a digital art experience.

“We’re trying to think of different layers and different ways that people can access and think about art through the way we’ve displayed it and the experiences that we’re framing around it for people,” Matotek says.

The Art Gallery of Windsor is back open to the public and Matotek hopes the public exhibition will draw people back inside.

“We hold these artworks in the public trust for the people for Windsor,” she says. “To be able to get them outside our walls, into the community into places where you wouldn’t expect them, I think is a beautiful gift to our community.”



Local News / Local Arts



Look Again! AGW brings art to the streets of downtown Windsor

Nine weatherproof, life-sized reproductions of paintings from the Art Gallery of Windsor's collection have been strategically posted throughout the downtown core.

Dalson Chen

Nov 11, 2021 • November 11, 2021 • 2 minute read • [Join the conversation](#)



Jennifer Matotek, executive director of the Art Gallery of Windsor, stands by a weatherproof life-sized reproduction of a painting from the AGW collection, mounted in downtown Windsor. Photographed Nov. 11, 2021. PHOTO BY DAN JANISSE /Windsor Star

Did you notice a painting suddenly appear in downtown Windsor? You're encouraged to do a double take.

Nine weatherproof, life-sized reproductions of significant works from the Art Gallery of Windsor's collection have been posted at strategic locations throughout the city's core as part of the gallery's Look Again! Outside initiative.



"We kind of quietly put them up to see if anybody would notice," said Jennifer Matotek, the AGW's executive director.

The locations were chosen based on their proximity to downtown Windsor landmarks. For example, one painting stands near the Paul Martin Building. Another is within sight of the Windsor International Transit Terminal.

"We wanted to pick locations that are well-used by folks downtown, but are also iconic," Matotek explained.

The goal is to enhance the cultural vibrance of the downtown area, while also creating a new viewing context for traditional art.



A weatherproof reproduction of a painting in the AGW's collection, mounted in downtown Windsor. Photographed Nov. 11, 2021. PHOTO BY DAN JANISSE /Windsor Star

"What happens when you take a reproduction and put it somewhere else?" Matotek asked. "Increasing bodies of research are showing that the more you provide people with opportunities and access to reproductions, the more interest it sparks in people to see the original pieces."

The AGW obtained permission for the project from city council about a year ago. Ground-breaking and mountings were completed last week.

The City of Windsor waived municipal fees for the project, and funding came from private donors such as the Barry and Stephanie Zekelman Foundation.



A weatherproof reproduction of a painting in the AGW's collection, mounted in downtown Windsor. Photographed Nov. 11, 2021. PHOTO BY DAN JANISSE /Windsor Star

Each reproduction and its post have been designed to be impervious to the elements, and will remain in place for a full year.

The nine works currently on display are:

- "Yan Mortuary Poles" by Emily Carr
- "Trees and Snow (a.k.a. Winter Landscape)" by Lawren Stewart Harris
- "Sisters of Rural Quebec" by Prudence Heward
- "North American Colour" by Alex Janvier
- "Portrait of Alice and Louise Cummings" by James Kerr-Lawson
- "Untitled Self-Portrait of the Artist as Shaman" by Norval Morrisseau
- "No One in Particular #3, Series 1" by Evan Penny
- "Still Life with Flowers (a.k.a. Roses in a Green Ginger Jar)" by Mary Hiester Reid
- "The City of Windsor" by Seth Arca Whipple

The list was decided by AGW staff and is meant to be representative of the gallery's collection.

"We really wanted to make sure we had a good mix," Matotek said. "There's everything from local treasures, such as the piece by Seth Whipple, to works by indigenous artists, such as Norval Morrisseau and Alex Janvier."

"We also wanted to make sure we had good representation by women artists... such as Emily Carr. You can't do something like this without a Group of Seven painting."



Jennifer Matotek, executive director of the Art Gallery of Windsor, stands by a weatherproof life-sized reproduction of a painting from the AGW collection, mounted in downtown Windsor. Photographed Nov. 11, 2021. PHOTO BY DAN JANISSE /Windsor Star

On Dec. 2, at 7 p.m., the AGW will host a virtual discussion about “creative place-making,” with references to public art and the Look Again! initiative.

In early 2022, the AGW plans on working with a Montreal-based interactive media studio to develop a digital experience in connection with the Look Again! pieces.

Matotek said the AGW hopes to eventually expand the initiative in future years to include other neighbourhoods of Windsor, and perhaps even areas of the county.






“I want people to appreciate these reproductions, I want people to enjoy them,” Matotek said. “But I’m also hoping it generates some curiosity about art in person.”

For more information, visit www.agw.ca.








A weatherproof reproduction of a painting in the AGW’s collection, mounted in downtown Windsor. Photographed Nov. 11, 2021. PHOTO BY DAN JANISSE /Windsor Star

ADDENDUM B: PROPOSED ARTWORK REPRODUCTIONS FOR 2022

	Mary Celestino	Cormorant Colony, Middle Island	2010	acrylic on canvas	Gift of the Celestino Family, 2015.	61 13/16 x 48 1/16
	Lawren Stewart Harris	A Side Street	1919/1920	oil on canvas	Gift of the Detroit Institute of Arts, 1956	35 13/16 x 44 1/8
	A.Y. Jackson	Lake Cognaschene	1920	oil on canvas	Gift of Edmond G. and Gloria Odette, 1976	25 3/16 x 31 7/8
	Arthur Lismer	Tide Pools, Vancouver Island	1960	oil on canvas board	Gift of the Willistead Art Gallery of Windsor Junior Women's Committee, 1962	16 1/8 x 20 1/16
	Lionel L FitzGerald	Pembina Valley	1923	oil on canvas	Given in memory of Richard A. Graybiel by his family, 1979	18 1/8 x 22 1/16

ADDENDUM C: PROPOSED INSTALLATION SITES

Image of location	Address/location/cross streets
	<p>Post Office, 67 Richmond St</p>
	<p>Parking lot across from River Bookshop, Ramsay & Richmond Streets</p>
	<p>Near Park House Museum, Dalhousie and Rankin Streets</p>
	<p>Park at Dalhousie and Richmond (planter next to bike rack, to the right of the clock and fountain)</p>
	<p>King's Navy Yard Park, Dalhousie and Murray</p>

ADDENDUM D: LETTER FROM COLLEEN AND RICHARD PEDDIE

April 21st, 2022

Dear Town of Amherstburg,

We are writing to express our support for the Art Gallery of Windsor's project 'Look! Again! Outside!'

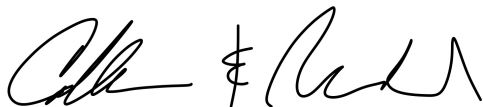
As long-time supporters of Canadian Art we recognize how it can make a residence, a business and even a town a better place to live, work and enjoy. We also know that many communities across North America have used the Arts to help revitalize themselves and make their communities more attractive to visitors and residents.

Research shows that "public art adds enormous value to the cultural, aesthetic and economic vitality of a community. It is a well-accepted principle of urban design that public art contributes to the community's identity, fosters community pride and a sense of belonging, and enhances the quality of life for its residents and visitors". Additional research also indicates that many corporations believe that the availability of cultural activities in an area is an important consideration when choosing a new location.

The Art Gallery of Windsor has transformed to become Art Windsor Essex (AWE) to indicate their intention to broaden their reach and relevance of their mission across Essex County. Their strong desire is to inspire community growth through the power of art - sparking conversations educating, engaging people through art and driving change in communities through creativity. We are delighted that they have chosen Amherstburg as their first step out into the County and we are very pleased to help make it happen.

Our commitment to contribute to making Amherstburg become even better and our high confidence in Art Windsor Essex, under executive director Jennifer Matotek, to execute this project in a quality way, causes us to commit to (at least) a two-year funding commitment.

Sincerely,

Handwritten signatures of Colleen and Richard Peddie, with a stylized ampersand between them.

Colleen and Richard Peddie
14-year residents of Amherstburg

ADDENDUM E: FABRICATION AND INSTALLATION DETAILS

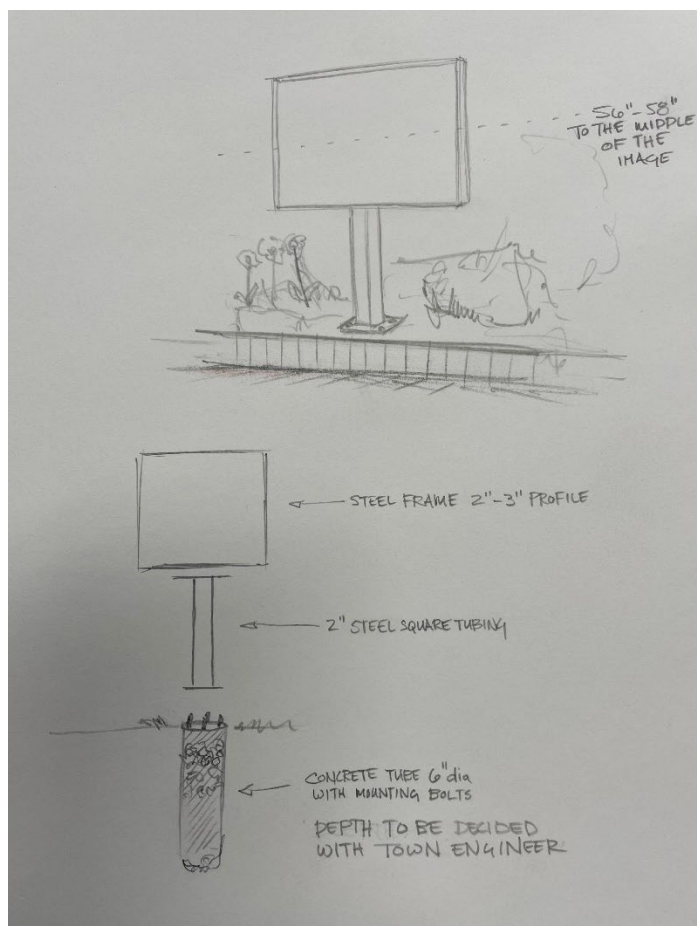
Material specifications:

Artworks would be reproduced on ALUPANEL. ALUPANEL is a premium quality composite panel featuring two 0.30mm Aluminium sheets, sandwiching a Polyethylene core. It comes with a 5 year external guarantee.

ALUPANEL characteristics:

- Smooth surface coating
- Easy to maintain and install
- Excellent impact resistance
- Incredible dimensional stability
- Outstanding weather resistance
- Excellent resistance to ultraviolet
- Internal and External applications
- Erosion resistant

Installation drawing (for illustration purposes):





Otto R. Jacobi, *Waterfall, Quebec*, 1866, oil on canvas, 68.0 cm x 60.0 cm, Purchased in memory of Ruth Hirst

“Art is unquestionably one of the purest and highest elements in human happiness.

It trains the mind through the eye, and the eye through the mind.

As the sun colours flowers, so does art colour life.”

- John Lubbock



Look Again! Outside

Amherstburg



GOALS OF ‘LOOK AGAIN! OUTSIDE: AMHERSTBURG’

1. To support the vibrancy of downtown Amherstburg;
2. To enhance cultural tourism in your town;
3. To share images from AWE’s treasured art collection with a broad audience, expanding from Windsor out into Essex County.

BUILDING MOMENTUM



This project builds on the success of our 2021 launch of ‘Look Again! Outside!’ in Downtown Windsor.



WALK AROUND!

The Amherstburg edition of this project will feature reproductions of five artworks from the AWE collection in downtown Amherstburg, creating a mini-walking tour.



COLLABORATION

AWE is happy to work with administration to identify optimal locations downtown, to avoid maintenance issues and maximize public enjoyment of the art.



NO EXPENSE TO TOWN



The Town of Amherstburg does not need to cover any expenses associated with this project beyond providing approvals for the project, guidance from administration, and providing permission from Council to erect.

TWO YEARS OF ART

The duration of the project will be two years, with five new works each year, thanks to the generous support of donors and public funders.



REQUESTING PERMISSION

AWE kindly requests that the Town approve the installation of this project in downtown Amherstburg and asks for permission from Council to erect.



WHERE CAN
WE
TAKE YOU?

Amherstburg Town Council
Monday May 9th, 2022



Our Mission

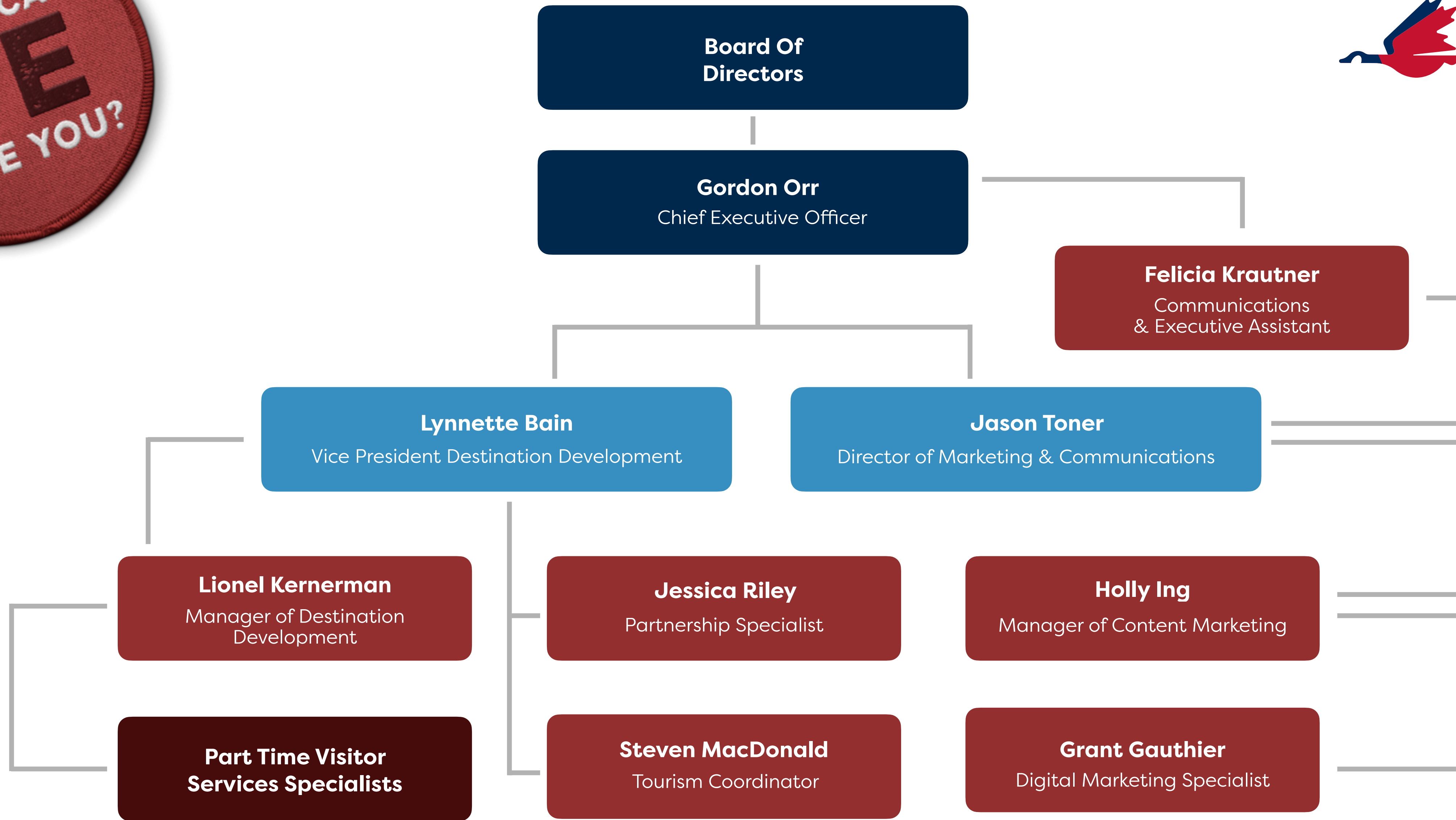
We are the leading tourism industry collaborative committed to enhancing the economy and quality of life through:

- Supporting industry development and individual operators
- Actively facilitating partner engagement
- Effectively marketing our destination



The official Destination Marketing Organization for our region's tourism industry.

ACCREDITED BY: DESTINATIONS INTERNATIONAL



Board Of Directors

Executive

- Mayor Nelson Santos - Town of Kingsville, Chair
 - Danielle Breault Stuebing - Director of Communications and Outreach Services, ERCA, Vice-Chair
 - Gordon Orr - Secretary Treasurer *
-

Directors

- Mayor Drew Dilkens - City of Windsor
- Warden Gary McNamara - County of Essex
- Mayor Ray Durocher - Township of Pelee
- Councillor Jeewen Gill - City of Windsor
- Councillor Jo-Anne Gignac - City of Windsor
- Deputy Mayor Crystal Meloche - Town of LaSalle
- Natalie Lepine - Director, Hotel Sales and Hotel Operations, Caesars Windsor
- Tom O'Brien - Owner, Cooper's Hawk Vineyards
- Chris Savard - General Manager, Devonshire Mall



*non-voting member

A photograph of a small cabin with a gabled roof, set in a snowy forest. The cabin has a central door and a window to the right. Two wooden Adirondack chairs are on the porch. A small cart is in the foreground. The entire image is overlaid with a semi-transparent blue color.

Where we are *now!*

REACH **53.5k Followers**

 18.9k	 9k	 11.1k	 14.5k
---	--	---	---



Social Media

53.5k potential reach





Hotel Occupancy Rate

40.46%

VS. 39.95% SAME TIME 2021

Average Daily Rate

\$116.03

VS. \$98.11 IN 2021

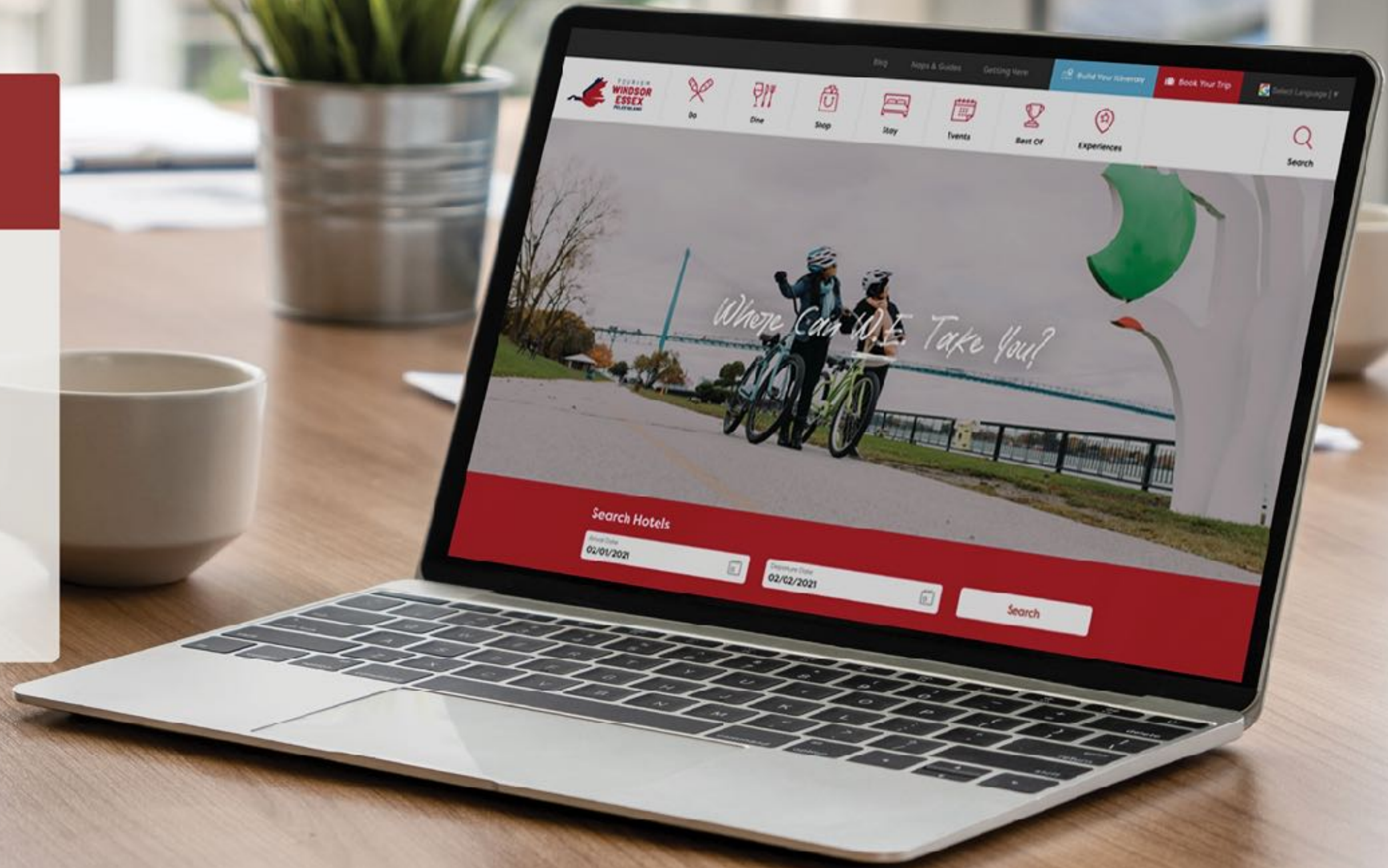
Hotel Occupancy

40.46% as of April 2022

WEBSITE TRAFFIC

1.15m Page Views

(VS. 975K SAME TIME APRIL-MARCH 2020-2021)



Website Traffic

1.15m page views (18% increase over 2021)





CHECK IN CANADA
REFERRAL REVENUE

\$444k

(SINCE APRIL 2021)

BANDWANGO

\$36.5k Revenue

Digital Services



It's Time!



Gallery of Windsor - Fort Malden National Historic Site - Windsor Essex
- Windsor Sculpture Park - Amherstburg River Lights - Colasanti's
Tropical Garden - John R. Park - Point Pelee National Park
Tip - Downtown Windsor Festival - Bright Lights Windsor-
Halfhead Distillery - Walkerville - Anchor Coffee House - Pelee
Island Winery - The Twisted - Gastropub - Downtown
Windsor Farmers Market - Sp... - Stropub - Jose's Bar & Grill
Commando's - Carrots n' Dates - Eng Bake Shop - El Mayor
Pub Waterfront Grill - The... - Urban Surf Co. - Michael
Grazio Reclaim Artistry - Ganatch... - Devonshire Mall - Kingsville
What's Poppin' Popcorn Factory - Estetica Day Spa - The Grove Hotel
Caesars Windsor - Dieppe Gardens & Windsor Waterfront - Point Pelee



7th Annual Best of Windsor Essex Awards

48 award winners and almost 11k votes





MEDIA PLAN

DESTINATION DEVELOPMENT PLAN
PROGRAM ENHANCEMENTS

Based on the four key drivers/trip motivators, product, program and experiential development (new, enhanced and refreshed) will be incorporated into:

ARTS & CULTURE

- Inventory public art listings and creation of a Bandwago MURALS & sculptures guide
- Collaborate with the Art Gallery of Windsor in developing a self-guided tour of street art and murals; packaging and cross-promotion with food & beverage diversity pride of place through storytelling and experiential development
- Engage with culture tourism partners in developing experiential programming
- Site assessment and mapping for a self-guided tour of historic and vanished villages in Windsor Essex

ENTERTAINMENT & EVENTS

- Enhance seasonal community-based event guides
- Develop new partnership opportunities for the W.E. Made It and ShopYQG programs
- Guide for retail shopping experiences

FOOD & DRINK

- Development of collaborative events and promotions for the BOTTLE BABIES & BIRDS TRIP
- Return of event-based digital ticket packaging for our EPIC Winesap
- Assist in continued development of the agritourism program in the Town of Essex
- Grow participation with the W.E. HEART LOCAL passport program and offer loyalty-based rewards via Bandwago for consumers
- Engagement with current FeastON members to leverage existing accreditation and promote to consumers

OUTDOOR ADVENTURE

- Add sustainability spotlight and feature packages to our Windsor Essex Birding Guide
- Enhance our Fishing Guide with additional fishing charters, indigenous operators and experiences
- Ensure existing and new tourism businesses remain or become bike-friendly certified while developing new cycling routes. Offer stakeholder workshops and curate group riding events for promotion
- Develop a Paddling Guide calling out to offshore excursions, launch points and outfitters

DESTINATION DEVELOPMENT PLAN

Destination Development is the sum of multiple pillars which ultimately define the visitor experience. The graphic below breaks down the various pillars with proposed initiatives for 2022 and how they tie into our 5-year strategic plan.



2022 Destination Development & Marketing Plan

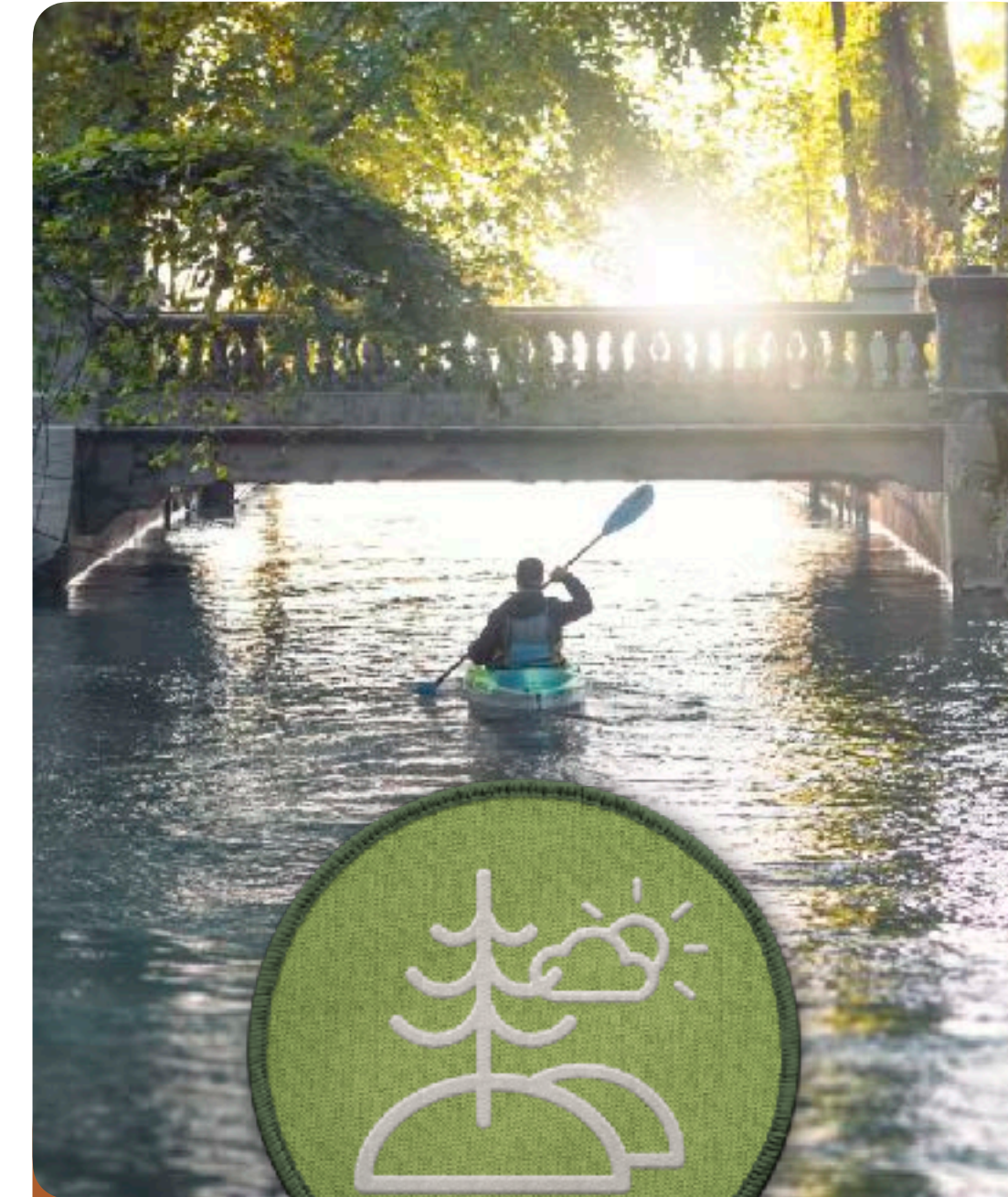




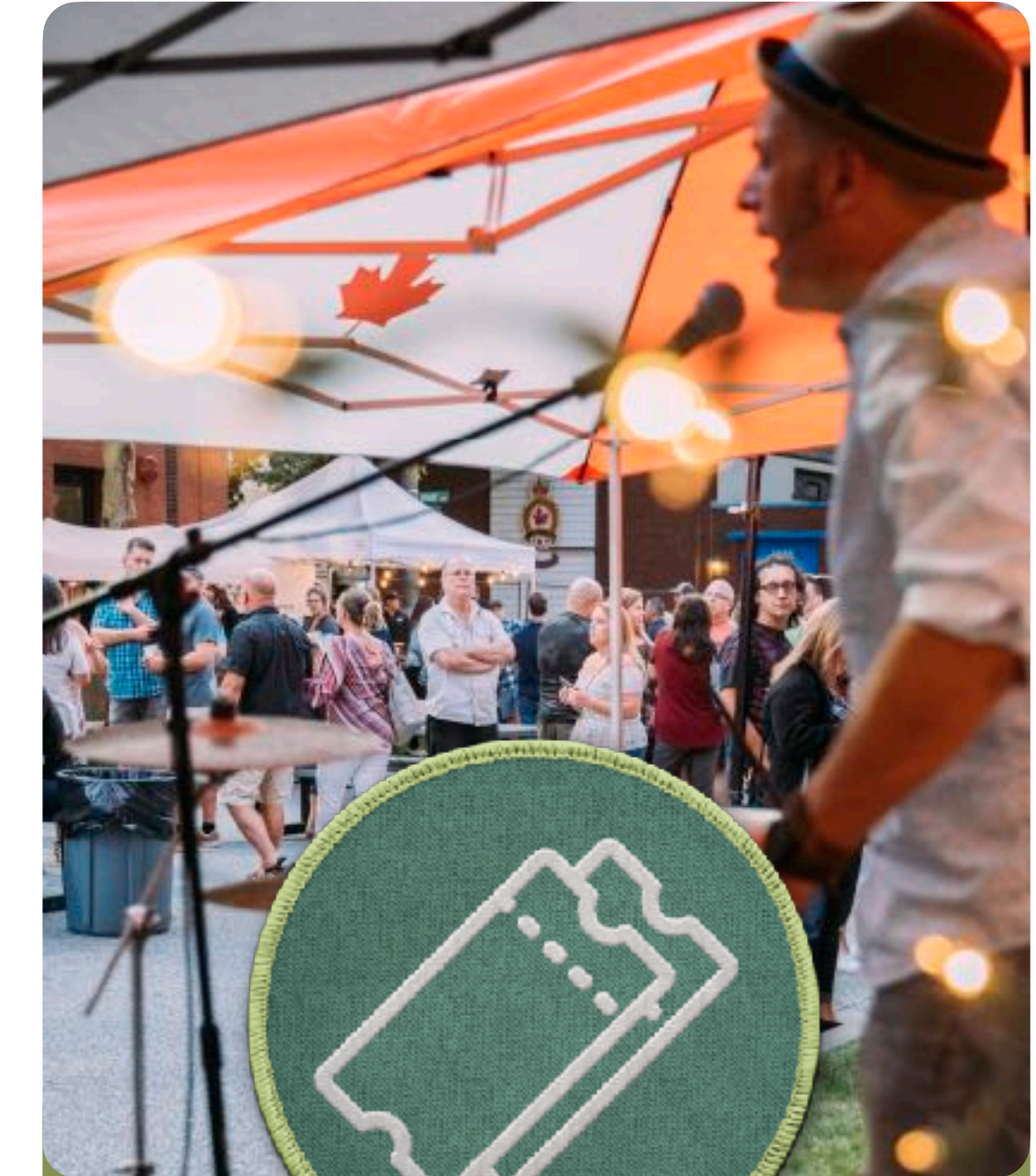
Food & Drink



Arts & Culture



Outdoor Adventure



Entertainment

Areas of Focus

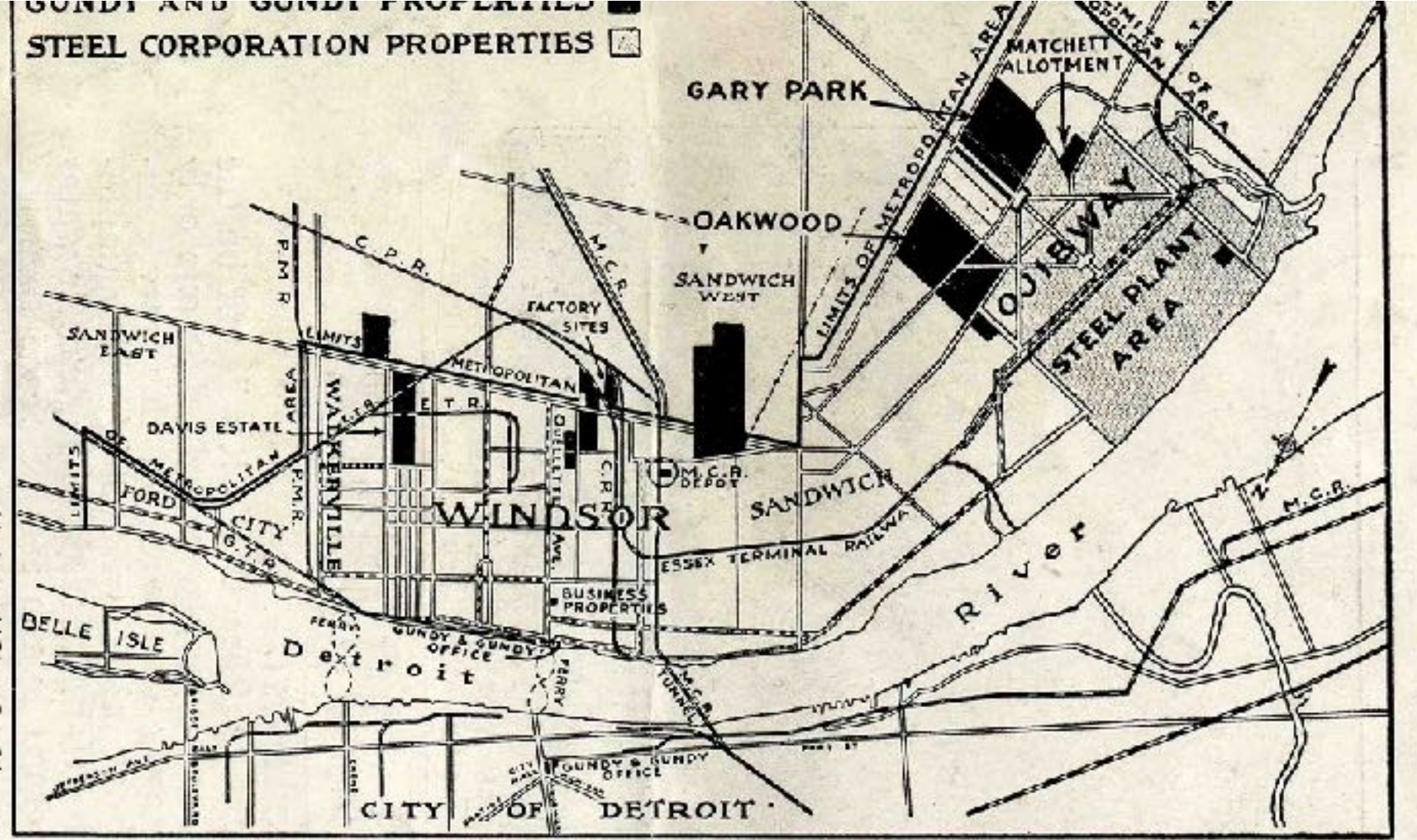
PLAN OF OJIBWAY

AND ENVIRONS

J. A. LANIGAN, C. E.

SCALE 1000 FEET TO 1/2 INCH

NOTE THE SUPERB LOCATION OF THE BORDER CITIES COMPANY GUNDY AND GUNDY PROPERTIES OAKWOOD, GARY PARK, MATCHETT ALLOTMENT



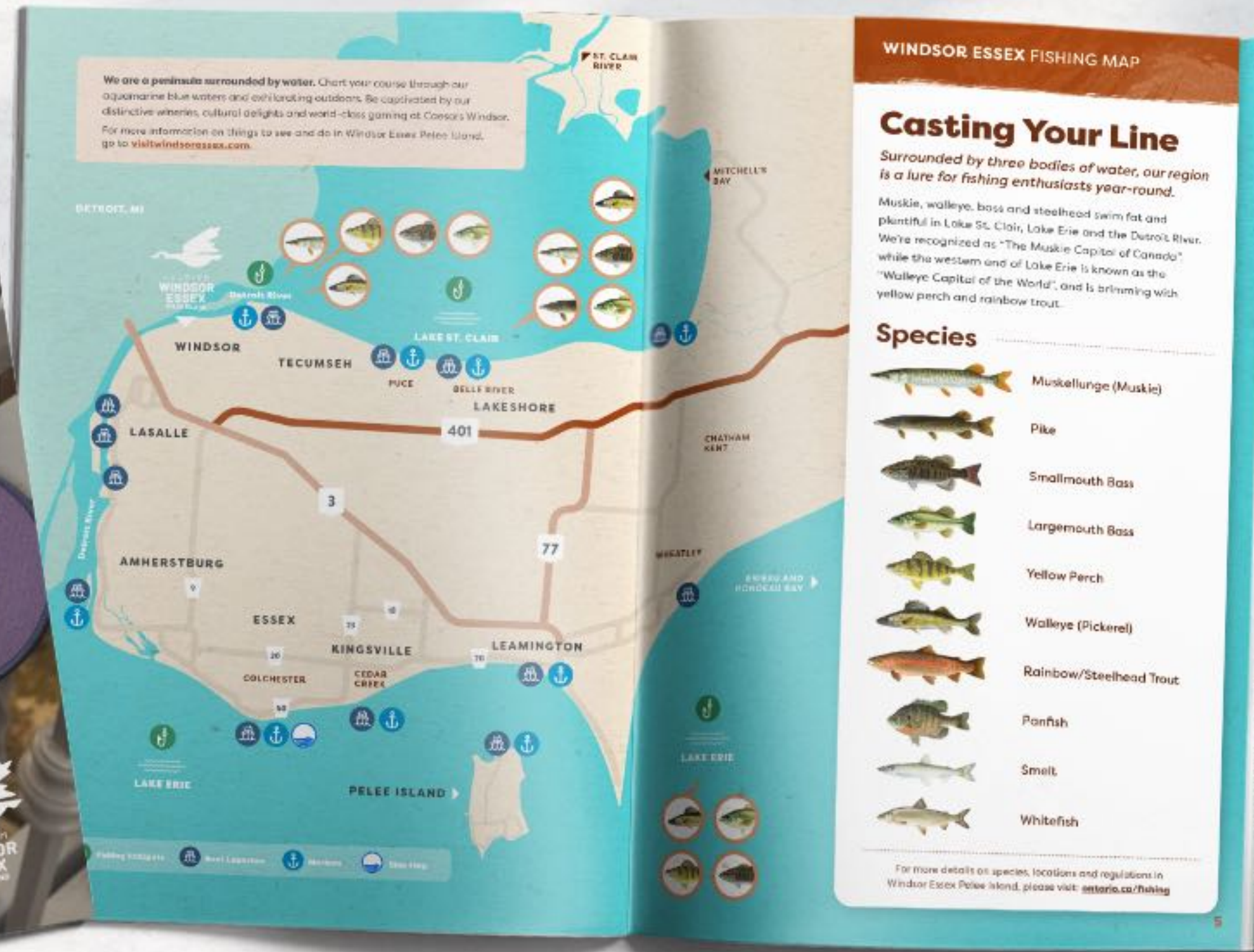
Historic Sites & Vanished Villages Trail





Canadian Gay and Lesbian Chamber of Commerce Destination Audit





2022 Fishing & Birding Guides





Paddling Path
Amherstburg & Colchester

Take in a stories past, accompanied by historic architecture, natural wildlife, and a pristine shoreline.

Paddling Guide





Barrels Bottles & Brews Flight Log Tasting Passport

3 passport options starting at \$25





BARRELS BOTTLES & BREWS

FIESTA WEEKEND

Barrel Trail Events: Fiesta Weekend





EPIC Wine Tasting Pass

8 tasting offerings for \$50





Wine Route Wayfinding Signage





Market Intelligence





U.S. Drive Campaign





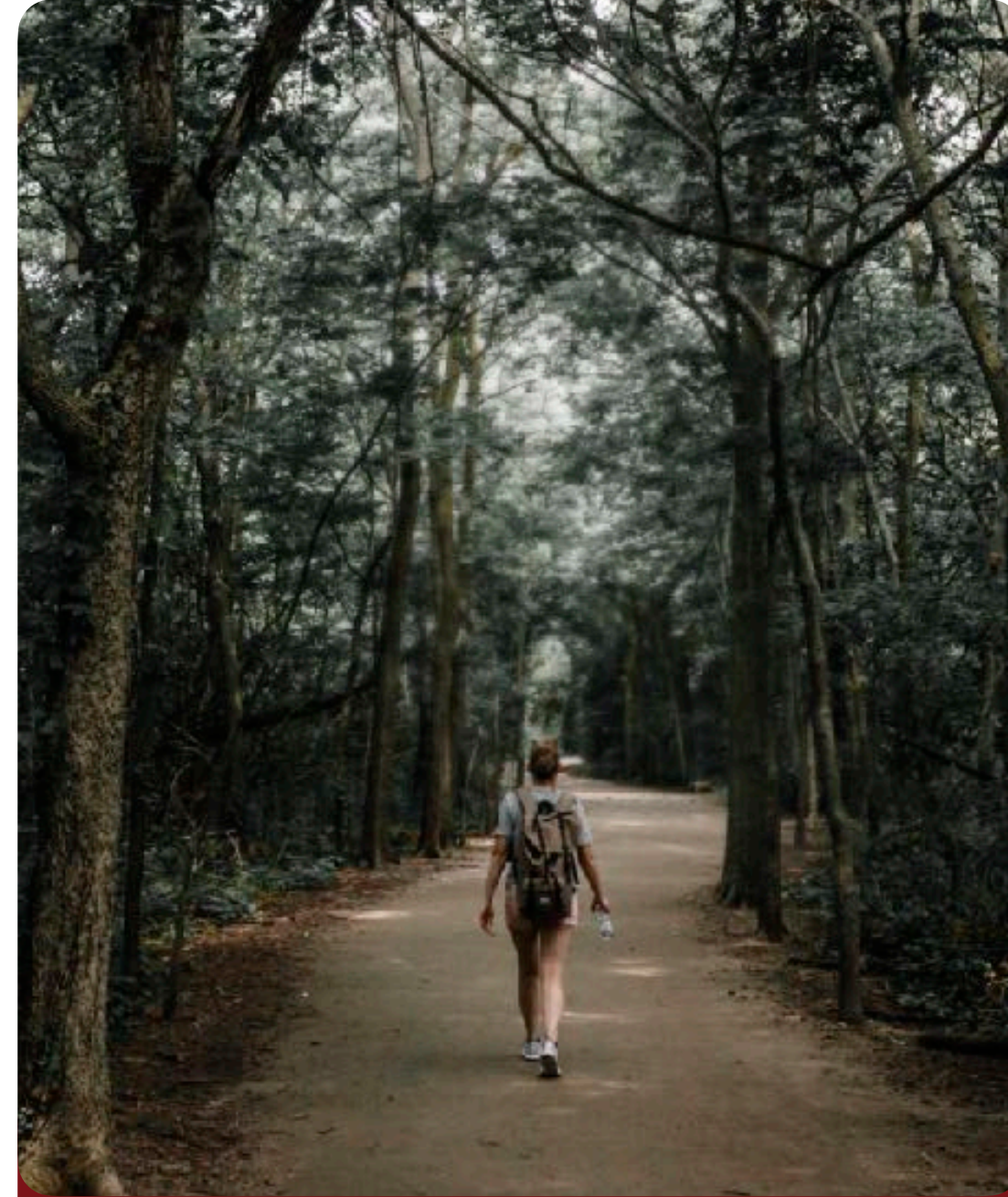
IT'S YOUR NEIGHBOUR

Destination Ontario Campaign

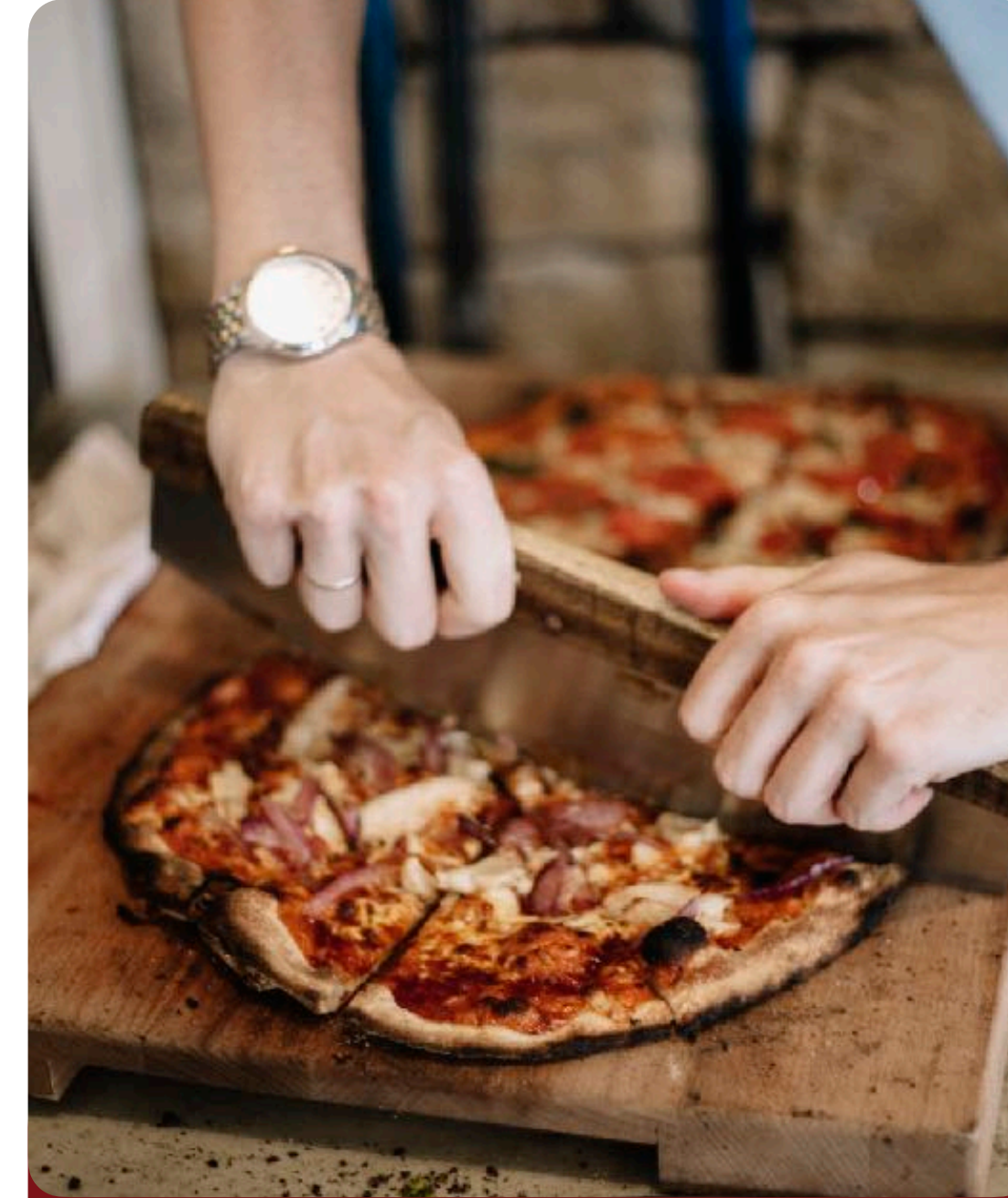




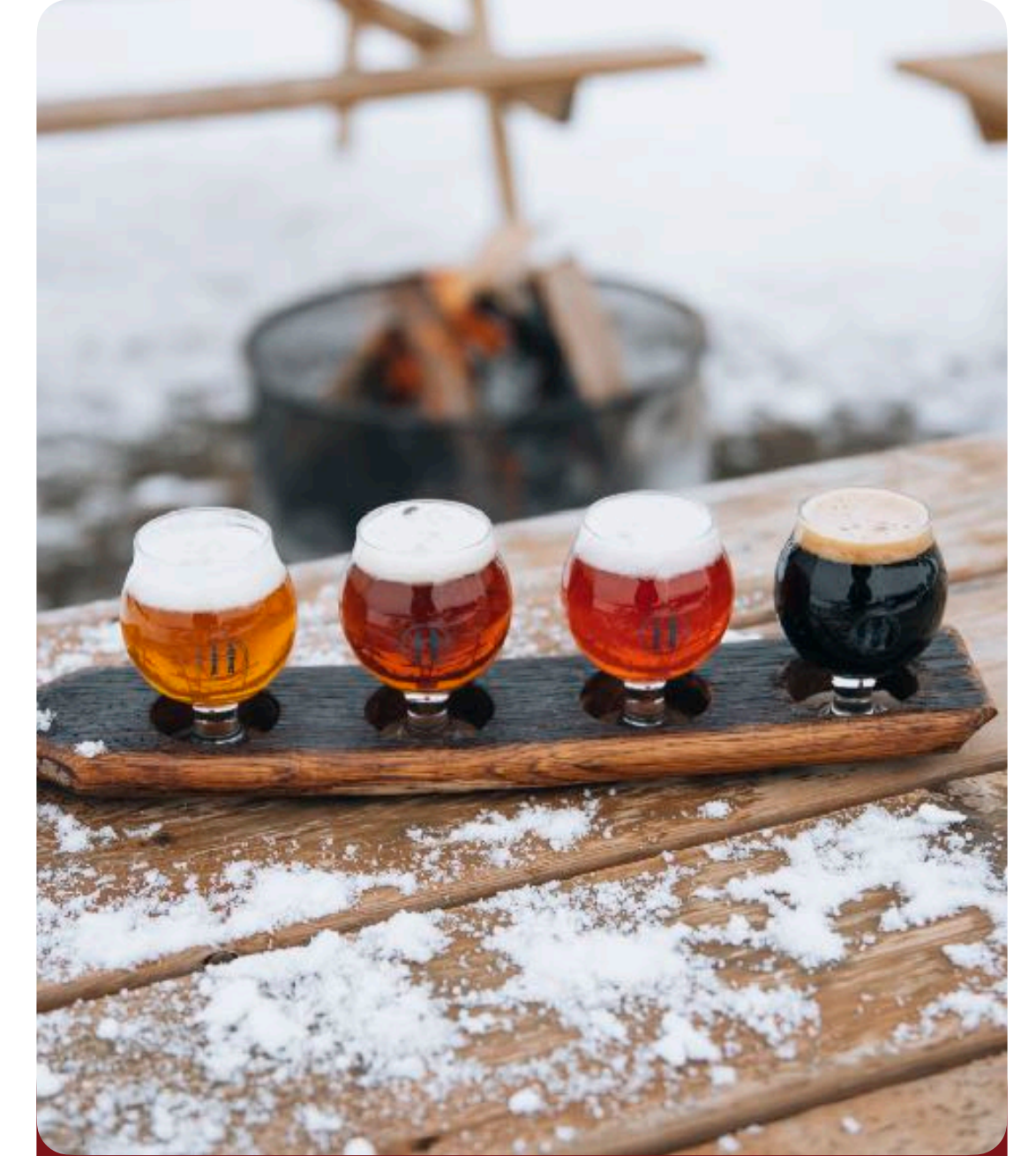
Spring/Summer



Spring/Summer



Fall



Winter

Destination Ontario Campaign





@thecuriouscreature



@travelingmitch



@dobbernationloves



@tailgatetakeout



@millarhill



@sippinsocialite

Influencers & Content Creators



Summer of the Staycation





FAMILY FUN
Big Time Family Fun

Traveling with the fam? Whether your crew loves outdoor adventure, sports, history, or all of the above, YQG is your destination for non-stop excitement.

Play a round of mini golf at **Live's Country Kitchen and Mini Golf** in Harrow, then stay for a delicious home-cooked meal, or grab a sweet treat at their ice cream parlour.

Enjoy a day of fall fun at **Thiessen Orchards**, a third generation farm featuring apple picking, a corn maze, tractor rides, pumpkin patch, and outdoor play area.

Travel back in time with a tour of **Heritage Village**, featuring over 20 heritage buildings from the early 1800s to the 1950s, each displayed with authentic furniture and artifacts of the day.



Clip 'n' Climb | Windsor

The **John R. Park Homestead** also offers an immersive historical experience with a working 1884 steam engine-powered sawmill, blacksmith shop, smoke house, ice house, and barn.

Colasanti's Tropical Gardens is truly an outing for the whole family, with a greenhouse full of exotic tropical plants, a petting farm, indoor 18-hole mini golf, and an arcade room. (And donuts... if you know, you know.)

Love a challenge? Reach new heights at **Clip 'n' Climb**, a visually stunning indoor climbing experience that provides loads of healthy fun for all ages.

Big Time Entertainment features southwestern Ontario's largest gaming arcade centre as well as electrified go-karts, glow in the dark mini goit, axe throwing and much more!

WINDSOR ESSEX VISITOR GUIDE 2022 - 2023



Something for Everyone
Learn about upcoming events at:
visitwindsoresex.com/events

Sweet Treats

End (or start) your day on a sweet note at one of our region's many dessert destinations.



The Parlour Ice Cream Co.
Indulge in a post-dinner treat at this LaSalle shop, offering a wide selection of hard and soft ice cream, smoothies, and milkshakes, plus coffee and The Cheesecake Factory cheesecakes.

Nuccelli's Frozen Yogurt
Located just steps away from King's Navy Yard Park, Nuccelli's has been one of Amherstburg's favourite stops for frozen yogurt, soft serve ice cream, smoothies, and shakes for 55 years.



Plant Joy
A favourite among vegans and non-vegans alike, Plant Joy specializes in heavenly vegan doughnuts, available in a wide variety of flavours made from daily with organic and fair-trade ingredients.

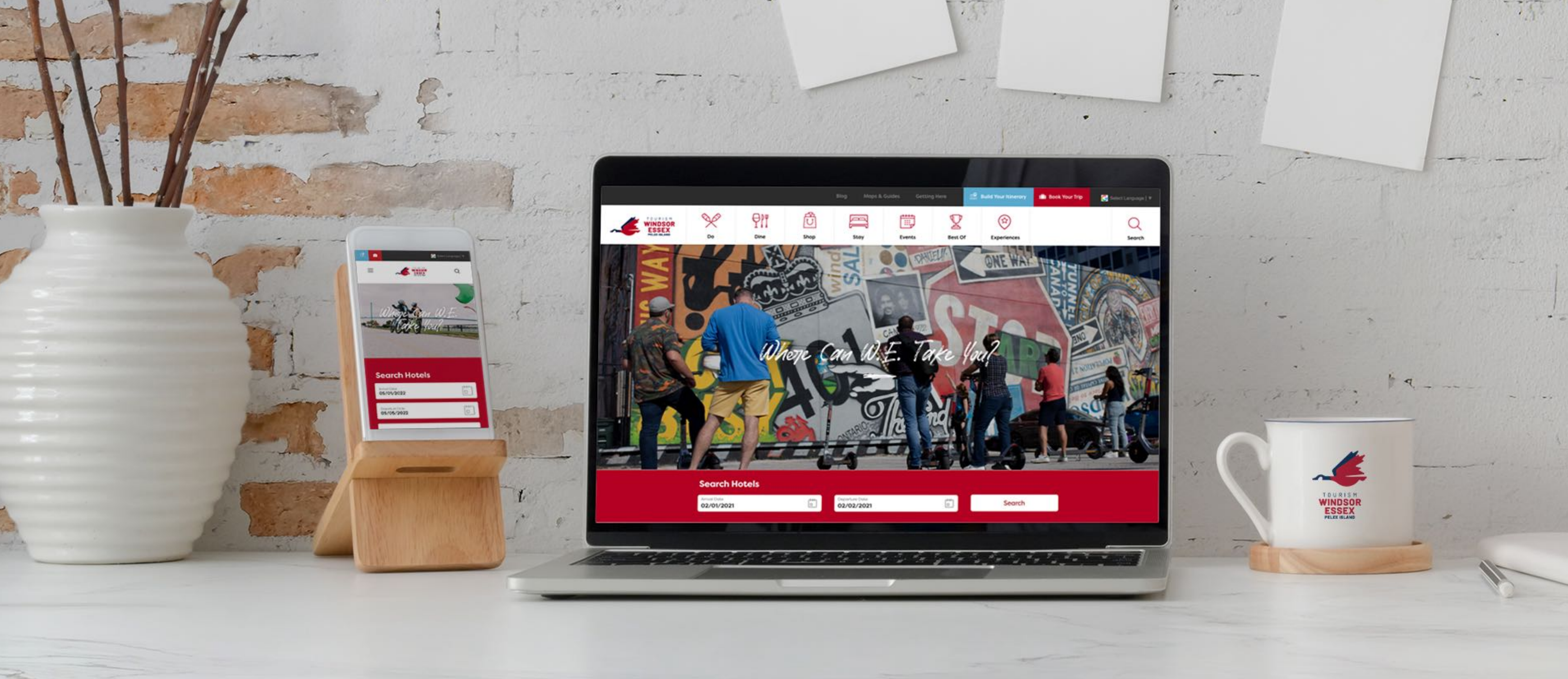
Stiemar Bread Co.
Since 1959, this Windsor mainstay has been satisfying sweet tooth throughout Windsor, Essex County and beyond with delicious bread, cakes, donuts, and baked goods made with quality ingredients.



Sweet Retreat Ice Cream
Leamington's licensed uptown ice cream parlour proudly scoops over 32 flavours of premium ice cream and serves up fun frozen treats including Boston Creams, slushies, and spiked concoctions for adults.

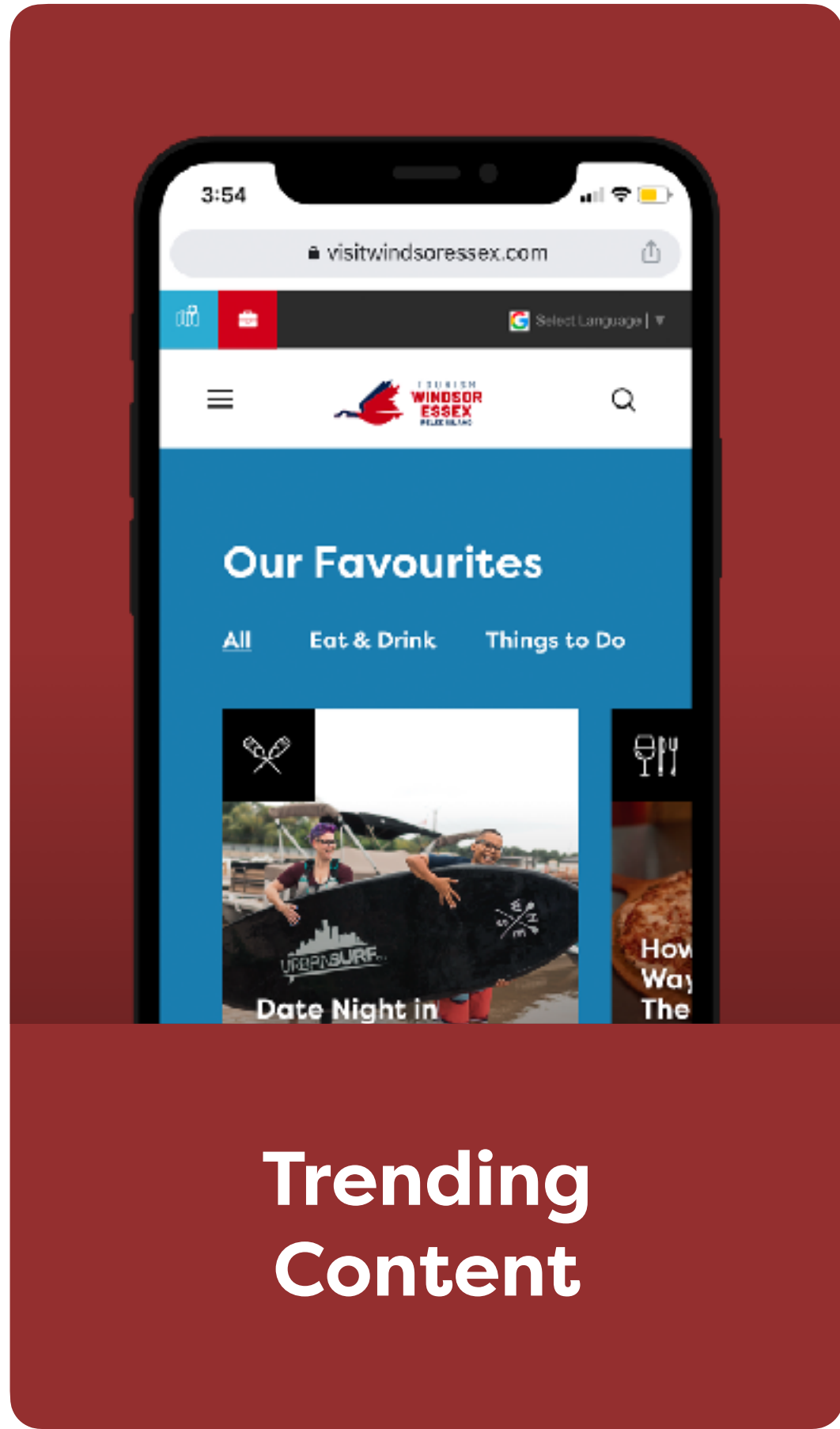
#2020Vespa | 21



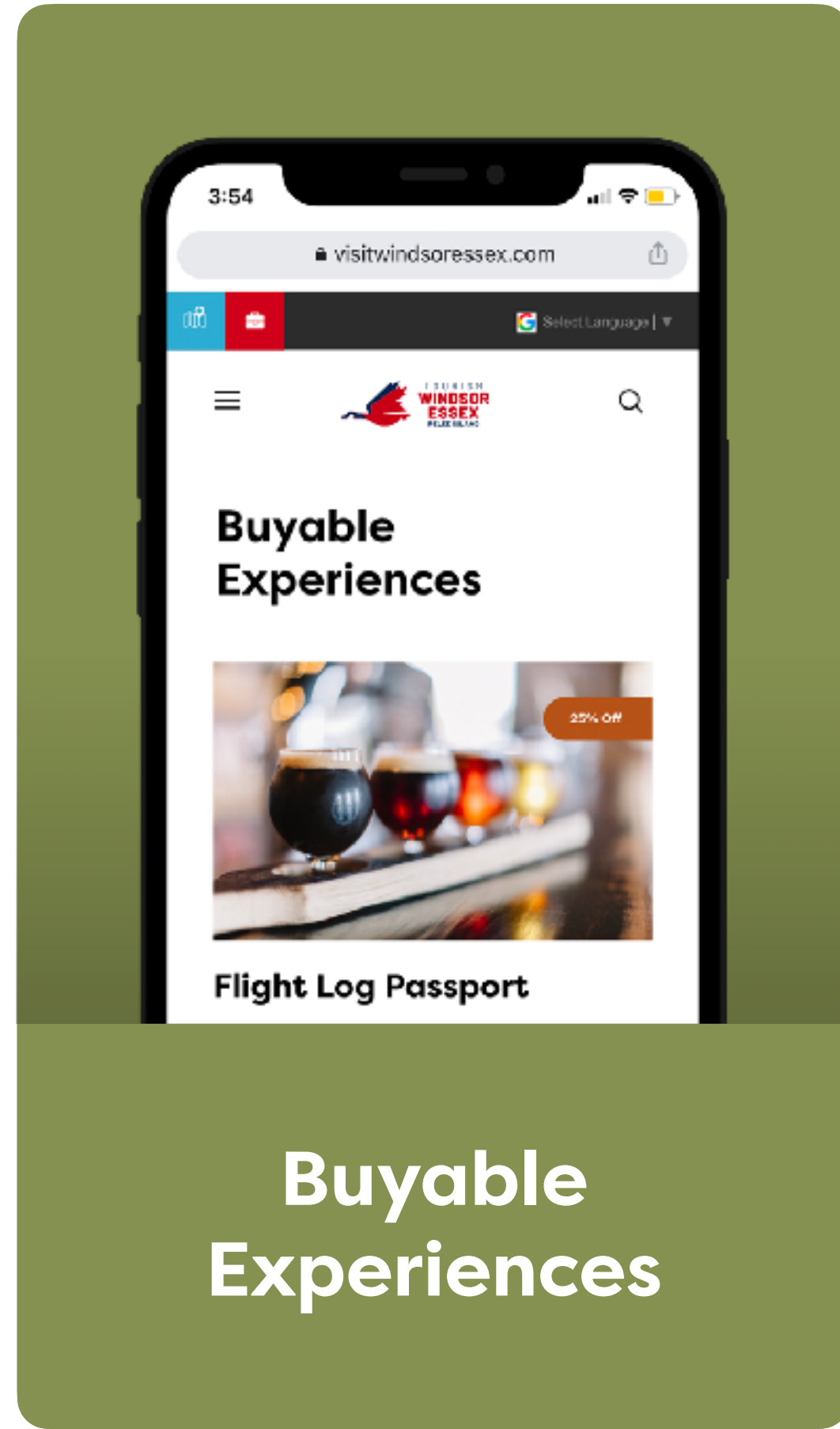


visitwindsoressex.com

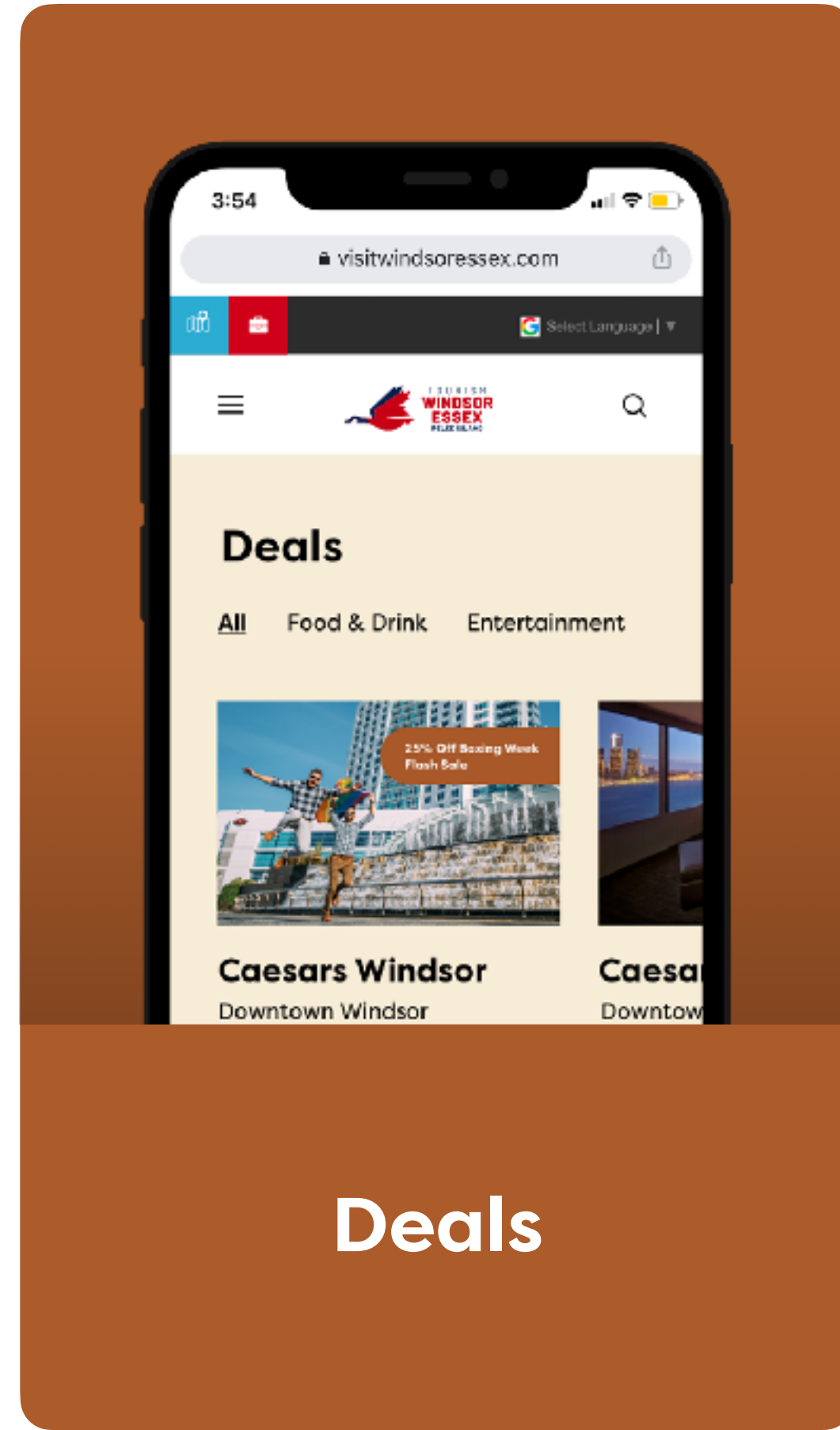




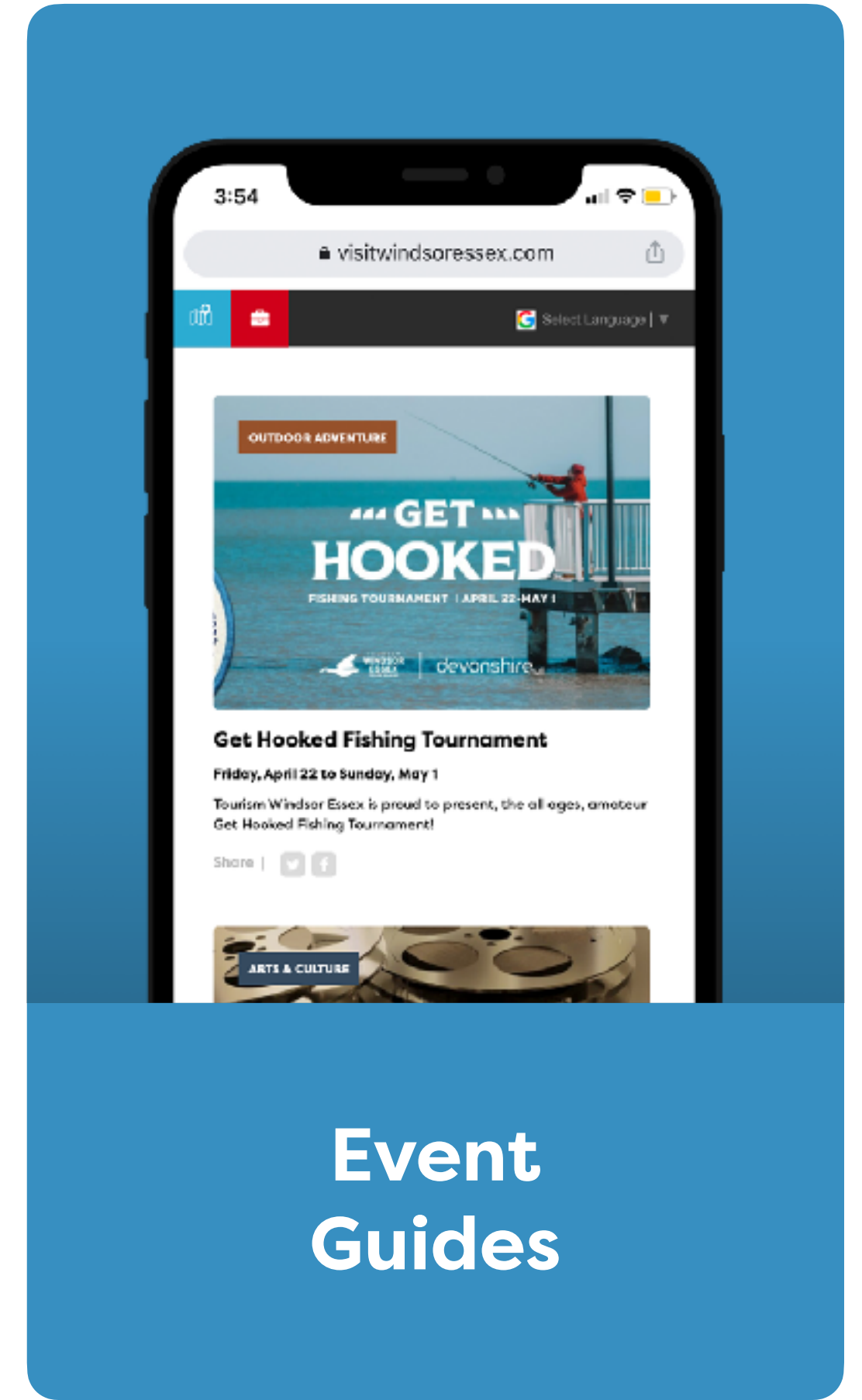
Trending Content



Buyable Experiences



Deals



Event Guides



Ontario Staycation Tax Credit

\$200 per person or \$400 per household





Support Local Campaigns



Tourism Windsor Essex Pelee Island Annual General Meeting

June 16th, 2022 - Canadian Transportation Museum & Heritage Village





*Thank
You!*



Windsor | Amherstburg | Essex | Lakeshore | LaSalle | Leamington | Kingsville | Pelee Island | Tecumseh



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PARK, FACILITIES, RECREATION & CULTURE

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Anne Rota	Report Date: April 20, 2022
Author's Phone: 519 730-1309 ext.	Date to Council: May 9, 2022
Author's E-mail: arota@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: Windsor River Cruises 2022 Agreement

1. RECOMMENDATION:

It is recommended that:

The CAO **BE AUTHORIZED** to negotiate and execute an agreement for the 2022 season, and for future cruise operating seasons, between the Town of Amherstburg and Windsor Premier Cruises and/or other cruise operators docking at Kings Navy Yard Park south location provided that the agreements are satisfactory in technical content and form to the Directors of Parks Facilities, Recreation and Culture, Corporate Services, and Legislative Services/Town Clerk.

EXECUTIVE SUMMARY:

N/A

2. BACKGROUND:

Since 2012, Windsor River Cruises (The Macassa Bay) has operated and organized cruises leaving from Windsor to Amherstburg, docking at the Kings Navy Yard Park offering a "Down River Heritage Cruise" sail and tour program.

The Town of Amherstburg has historically entered into agreements similar to those with Windsor River cruises including various registered Tall Ships at the same location. The agreements have been successful with no issues noted by Administration.

Windsor Premier Cruises, who facilitated the cruise tour in 2021, wish to enter into a 2022 agreement with the Town of Amherstburg to dock and provide tour programs similar to previous years.

3. DISCUSSION:

The Town of Amherstburg would provide a docking facility along the breakwall at the south end of the Kings Navy Yard Park.

Tour Details:

- Tentative dates for the 2022 tours are Thursday June 16, Thursday June 21, Sunday August 28 and Sunday August 25. A “fall color tour” is planned for October.
- Ticket sales will be administered/managed directly by Windsor Premier Cruises
- Arrival time in Amherstburg from Windsor would be at approximately 12:30 p.m.
- Departure time from Amherstburg returning to Windsor is approximately 4:00 p.m.
- Passengers arriving in Amherstburg can choose to disembark and receive tourism information about historic attractions, enjoy self-guided walking options including the Augmented Reality (AR) Amherstburg Ghost Tour program, or shop and dine in Amherstburg. Alternatively, they may remain on board to enjoy a narrated tour of Boblo Island and the Livingston Channel.
- Full ship capacity per tour is 197 passengers.

4. RISK ANALYSIS:

An agreement with Windsor Premier Cruises brings visitors via ship to Amherstburg resulting in direct economic benefit for local businesses and attractions. Passengers disembarking for downtown do so for a limited time, but long enough to explore Amherstburg’s unique history and businesses. The experience(s) can result in repeat customers returning a later date. These opportunities are otherwise lost if an agreement is not pursued. Moreover, not entering into a cruise/dock agreement imposes limits on leveraging other cruise ship industry potential for the Town.

5. FINANCIAL MATTERS:

An agreement would include the following fees, plus applicable taxes, payable by Windsor Premier Cruises to the Town of Amherstburg:

A \$50 docking fee per each visit consistent with the 2021 fee structure.

6. CONSULTATIONS:

Windsor Premier Cruises owner/operators.
Director of Parks, Facilities, Recreation & Culture
Manager of Tourism and Culture
Director of Corporate Services
Director of Legislative Services/Clerk.

7. **CONCLUSION:**

The Windsor River Cruises tour offers the Town of Amherstburg a distinct advantage to showcase an active, waterfront tourism product in a unique and otherwise thriving commercial downtown core location. Merchants have reported their appreciation, and resulting benefits, from the extra visitor traffic and business.



(Author name)
(Manager of Tourism and Culture)

AR

Report Approval Details

Document Title:	Windsor River Cruises 2022 Agreement .docx
Attachments:	- Windsor River Cruises 2022 Agreement Apr 25 2022.doc
Final Approval Date:	May 3, 2022

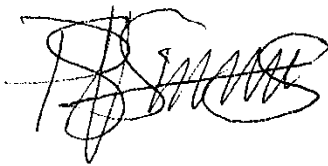
This report and all of its attachments were approved and signed as outlined below:



Heidi Baillargeon



Tracy Prince



Peter Simmons



Valerie Critchley

LICENSE

Made as of the day of , 2022

B E T W E E N :

THE CORPORATION OF THE TOWN OF AMHERSTBURG
(hereinafter called the “Licensor”)

OF THE FIRST PART

- and -

WINDSOR PREMIER CRUISES LTD.
(hereinafter called the “Licensee”)

OF THE SECOND PART

In consideration of the mutual covenants contained in this license, it is agreed by the parties hereto as follows:

SECTION I – DEFINITIONS

1.1 Definitions

As used herein:

“Applicable Laws” means all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental, municipal or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time in force;

“Business Day” means any day which is not a Saturday or Sunday or statutory holiday in the Province of Ontario;

“Commencement Date” means June 1, 2022;

“Docking Event” means a date during the Operating Season that the Licensor has approved for the Vessel to be docked at the Licensor’s docking facilities for up to three (3) hours;

“Hazardous Substances” means any contaminants, pollutants, dangerous or hazardous or toxic substances or materials and wastes as defined in or pursuant to any Applicable Laws;

“License Fee” has the meaning ascribed thereto in Section III;

“Licensed Premises” means the property described in Schedule “A” hereto and shall include the right to berth the Vessel in the water immediately adjacent to the Licensed Premises;

“Licensee” means Windsor Premier Cruises Ltd.;

“Licensee’s Address” means: 2055 Normandy Street
 LaSalle, Ontario N9H 1R1
 Attention: Tamara Mancini

or such other address as is designated by the Licensee by written notice to the Licensor;

“Licensor” means The Corporation of the Town of Amherstburg;

“Licensor’s Address” means: 271 Sandwich Street South
 Amherstburg, Ontario N9V 2A5

or such other address as is designated by the Licensor by written notice to the Licensee;

“**Operating Season**” means the period between June 1, 2022 and October 31, 2022, both dates inclusive;

“**Vessel**” means the “Macassa Bay” or any replacement thereafter, which replacement must receive prior approval by the Licensor in its complete discretion;

1.2 Interpretation

For all purposes of this license, except as otherwise expressly provided or as the context otherwise requires:

- (a) the terms “this license” or “the within license” mean this agreement as from time to time supplemented or amended, together with all Schedules and other attachments, as from time to time supplemented or amended;
- (b) the headings are for convenience only and are not intended as a guide to interpretation of this license;
- (c) the words “including” or “includes” when following any general term or statement are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) a reference to a time or date is to the local time or date at Amherstburg, Ontario; and,
- (e) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

1.3 Schedules

The following schedule is attached to and forms part of this license:

Schedule “A” – property description for Licensed Premises

SECTION II – LICENSE DURING OPERATING SEASON

2.1 License During Operating Season

In consideration of the payment of the License Fee and the covenants and agreements on the part of the Licensee contained herein, the Licensor hereby grants a license to the Licensee, to use the Licensed Premises for the purposes of docking the Vessel during a Docking Event, upon the conditions contained in this license.

SECTION III – LICENSE FEE

3.1 License Fee

The Licensee covenants to pay a License Fee of FIFTY DOLLARS (\$50.00) per Docking Event exclusive of applicable taxes.

3.2 Payment of License Fee

Payment of the License Fee and applicable taxes shall be made in Canadian Currency at the Licensor's Address or at any other such place within Canada as the Licensor may from time to time designate in writing and such payment shall be made in advance of the first Docking Event.

SECTION IV – LICENSOR'S COVENANTS

4.1 License

The Licensor covenants, warrants and represents that it has full right and power to execute this license and to perform the covenants hereof on its part to be performed and to grant to the Licensee the right to temporarily use the Licensed Premises during a Docking Event on such terms as are further set forth in this license.

4.2 Festivals and Events

Notwithstanding the provisions of Section 4.1, the Licensee acknowledges that certain major events may temporarily restrict access to and from the Licensed Premises, and may temporarily restrict the Licensee's ability to use the Licensed Premises. The Licensor reserves the right, and the Licensee hereby acknowledges the right, to restrict the use of the Licensed Premises during and in preparation and clean-up of such major events. The Licensor shall advise the Licensee of such events in advance.

4.3 Non-exclusivity

The parties acknowledge that the Licensed Premises comprise, in part, public parkland and rights of way, and the license granted herein does not grant to the Licensee exclusive rights to the Licensed Premises.

SECTION V – LICENSEE'S COVENANTS

5.1 Applicable Tax

The Licensee shall pay to the Licensor the amount of any Harmonized Sales Tax, value added tax, sales tax or other like tax payable by the Licensee on any License Fee payable by the Licensee under this license and which the Licensor is obligated at law to collect from the Licensee, or otherwise be required to pay.

5.2 Nuisance

The Licensee will not do or permit or omit to be done on or upon the Licensed Premises anything which shall result in a nuisance to the Licensor provided that the use of the Licensed Premises as a berth for the Vessel shall be deemed not to be a nuisance.

5.3 Use

The Licensee may use the Licensed Premises as a berth for the Vessel as further described in Schedule "A", and for uses associated with the Vessel, including the taking on and discharging of passengers. The Licensee shall submit its proposed Docking Event dates to the Licensor for approval. The Licensee shall not use the Licensed Premises on a date that has not been approved in advance by the Licensor. The Licensee shall be entitled to dock the Vessel for up to three (3) hours at the Licensed Premises for each approved Docking Event. For clarity it is agreed that Canada Customs and Immigration facilities and services shall be deemed not to be permitted uses under this license. Storage of the gangway shall not be permitted on the Licensed Premises.

5.4 Termination

The Licensee may terminate this license upon thirty (30) days notice to the Licensor without further cost but shall not be entitled to the return of the License Fee or any portion thereof.

5.5 Compliance with Environmental Laws

The Licensee shall not do or permit anything to be done on, around or in relation to the Licensed Premises, or bring or keep anything thereon which may in any way increase or cause environmental contamination, adverse environmental effects, or which may be in contravention of any Applicable Laws. The Licensee shall not cause and shall not permit to be caused the escape, discharge, leaching, disposal, maintenance and/or storage of any Hazardous Substance on, around or in relation to the Licensed Premises unless in compliance with any Applicable Laws. The Licensee shall be solely and totally responsible for the clean-up and repair of any environmental damage or adverse effects arising as a result of the breach of the Licensee's covenants herein contained. The Licensee hereby agrees to indemnify, defend and save the Licensee harmless from any and all liability, claim, damage, expense, cause of action, suit or judgment arising from the Licensee's breach of this covenant. The indemnity referred to shall include but not be limited to claims made by third parties arising out of the common law. The Licensee herein covenants to provide immediate notice to the Licensor of any breach of the covenants contained herein. The Licensee acknowledges that the Licensor or its agent shall be permitted to enter onto the Licensed Premises at any time to inspect same if it has reason to believe that the Licensee has breached this covenant. The Licensor shall also be entitled to take corrective action regarding any breach of the Licensee's covenants herein, at the Licensee's sole expense.

5.6 Site Condition

The Licensee uses the Licensed Premises "as-is", and the Licensor makes no implied or express warranties or representations as to the fitness of the Licensed Premises for any purpose. The Licensee shall satisfy itself that the Licensed Premises are suitable for its purposes which shall include, but not be limited to, ensuring that the depth of the water is sufficient for the Vessel to be safely docked. The Licensor shall not be liable for any defect in the Licensed Premises, including but not limited to riparian, terrestrial, latent or subterranean conditions, occurring naturally or caused by the action of any party or condition.

5.7 Encumbrance

The Licensee shall not encumber or permit to be encumbered the Licensed Premises in any way.

5.8 Good Character

The Licensee warrants that the Captain and all crew members of the Vessel are and shall remain of good character and further that they do not have a criminal record.

5.9 Safety Certificates

The Licensee shall provide proof of safety certificates from the Canadian Coast Guard approving the operation of a commercial passenger vessel as well as documentation asserting the qualifications of the operator of the vessel (Captain), to the satisfaction of the Licensor.

SECTION VI – NON-ASSIGNMENT

6.1 No Assignment

This license is specific to the Licensee and shall not be assigned.

SECTION VII – MAINTENANCE AND REPAIR

7.1 Condition of the Vessel

The Licensee at all times shall maintain the Vessel in a clean, well-maintained state befitting a high-quality cruise ship.

SECTION VIII - SIGNS

8.1 Signs

No sign, advertisement, notice, marketing or promotional material (“Sign”) shall be inscribed, painted, affixed or otherwise displayed by the Licensee on any part of the Licensed Premises or any publicly owned riverfront lands unless the Sign shall be approved in every way by the Licensor’s Director of Community and Protective Services or her designate, and shall be in compliance at all times with all Applicable Laws. At the conclusion of each Docking Event or at the conclusion of the Operating Season, the Licensee shall be required to remove all approved Signs, if any, from the Licensed Premises as directed by the Director of Community and Protective Services or her designate, and shall repair any damage caused by the existence of the Sign or the removal thereof in a manner reasonably satisfactory to the Director of Community and Protective Services or her designate.

SECTION IX – INSURANCE

9.1 Licensee’s Insurance

The Licensee shall maintain in force at all times during the Operating Season, at its own expense, the following insurance:

- 9.1.1** comprehensive general liability insurance for bodily injury or death and damage to the property of others, including blanket contractual liability, owners’ and contractors’ protective liability, employers’ liability insurance coverage covering the Licensed Premises and all adjacent sidewalks, parkland and rights of way. Such liability insurance policy shall be written with a limit of liability of not less than two million dollars (\$2,000,000.00) for any one accident or occurrence, shall be primary and non-contributing with, and not in excess of, any other insurance held or obtained by the Licensor, and shall include severability of interests and cross-liability clauses; and,
- 9.1.2** marine liability insurance addressing the use of a marine vessel and marine vessel wreck removal with a limit of liability of no less than five million dollars (\$5,000,000.00).
- 9.1.3** such further, additional, or different insurance, whether in policy, type, amount or other variable, as may be required by the Licensor’s Town Clerk.

The insurance described in 9.1.1, 9.1.2, and 9.1.3 above shall provide that the insurers specifically waive subrogation rights against the Licensor and its employees, officers and directors, with respect to loss, damage or destruction to the insured property.

The insurance described in this section shall name the Licensor as an additional insured.

The Licensor shall provide copies of the certificate(s) of insurance required hereunder, in a form satisfactory to the Licensor's Town Clerk, prior to the first Docking Event.

It is agreed that the coverage provided in the insurance policies will not be changed or amended in any way to the detriment of the Licensor, nor cancelled by the Licensee until thirty (30) days after written notice by registered mail of such change or cancellation has been delivered to the Town Clerk.

SECTION X – DAMAGE AND DESTRUCTION

10.1 Damage and Destruction of Licensed Premises

If during the Operating Season, the Licensed Premises shall be destroyed or damaged by fire or other casualty against which the Licensor is obliged to insure, the following provision shall apply:

10.1.1 if the Licensed Premises shall be destroyed or so badly damaged as to be unfit for use for the purposes of this license and are incapable of being repaired with reasonably diligence within sixty (60) days of the happening of such damage or destruction, then the Operating Season shall cease and be at an end for all intents and purposes from the date of such damage or destruction;

10.1.2 if an event described in 10.1.1 occurs, the Licensee shall not be entitled to a return of the License Fee or any portion thereof.

10.2 Damage and Destruction of Vessel

If during the Operating Season, the Vessel shall be destroyed or damaged by fire or other casualty against which the Licensee holds insurance, the following provisions shall apply:

10.2.1 If the Vessel shall be destroyed or so badly damaged as to be unfit for occupancy for the purposes of this license and is incapable of being repaired with reasonably diligence within sixty (60) days of the happening of such damage or destruction, then the license may be terminated at the option of the Licensee upon the giving of thirty (30) days' written notice to the Licensor, but the Licensee shall not be entitled to the return of the License Fee or any portion thereof;

10.2.2 In any event, if the Vessel is destroyed or damaged while it is docked at the Licensed Premises, the Licensee shall remove the damaged Vessel from the Licensed Premises within twenty four (24) hours of the happening of an event necessitating repair. The Licensor may, at their sole discretion, agree to an extension of time for removal but shall not be obligated to do so;

SECTION XI - DEFAULT OF THE LICENSEE

11.1 Defaults of the Licensee

If the Licensee shall be in default of any of its obligations under the terms of this license, and such default continues for fifteen (15) days after notice thereof is given by the Licensor to the Licensee, this license shall expire or be forfeited or terminated at the option of the Licensor.

11.2 Effect of Waiver by the Licensor

The failure of the Licensor to insist on the strict performance of any covenant of this license shall not be deemed to constitute a waiver of such covenant, and the waiver by the Licensor of any breach of this license shall not be deemed a waiver of any future or other breach. No waiver by the Licensor shall be effective unless made in writing.

11.3 Removal of Vessel

If at any time the Vessel remains on the Licensed Premises for twenty-four (24) hours beyond its expected departure time, the Licensee authorizes the Licensor to remove the Vessel and arrange for storage of same at the Licensee's entire expense. The Licensor shall not incur any liability to the Licensee or others for any acts or omissions in the removal of the Vessel from the Licensed Premises. The Licensor may, at their sole discretion, agree to an extension of time but shall not be obligated to do so.

SECTION XII - INDEMNITY

12.1 Indemnity

The Licensee will protect, defend, indemnify and save harmless the Licensor, in this section 12.1 deemed to include its directors, officers, employees, agents and contractors, in respect of all damages, costs (including without limitation legal costs) fines, suits, claims, demands and actions of any kind or nature which the Licensor shall or may become liable for or suffer by reason of any breach, violation, or non-performance by the Licensor of any covenant, term or provision of this license or by reason of any damage, injury or death occasioned to or suffered by any person or persons or damage to any property, resulting from the wrongful act, neglect or default on the part of the Licensee or any of its directors, agents, employees, officers or contractors. For greater certainty, it is agreed by each of the parties that, notwithstanding anything else contained in this license, the obligations contained in this Section 12.1 shall survive the expiration or earlier termination of this license.

SECTION XIII – REGISTRATION OF LICENSE

13.1 No Registration of License

The parties agree that this license shall not be registered on title to the Licensed Premises.

SECTION XIV - ARBITRATION

14.1 Disputes Subject to Arbitration

Any dispute arising between the Licensor and Licensee concerning any matter pertaining to this license, including, without limitation, any dispute as to whether either the Licensor or the Licensee, as the case may be, has acted reasonably or has unreasonably withheld any consent or approval in situations where such party is expressly required under this license to act reasonably or not to unreasonably withhold any consent or approval, as the case may be, and any inability of the parties to reach an agreement or understanding required or contemplated by this license, shall be submitted to arbitration pursuant to this Section XIV.

SECTION XV - TERMINATION

15.1 Termination

This license shall terminate at the end of the Operating Season unless terminated earlier in accordance with the terms of this license. The Licensee shall be responsible to remedy any damage caused to the Licensed Premises or adjacent lands including, but not limited

to, the introduction of any Hazardous Substances to the Licensed Premises by the Licensee during the Operating Season.

15.2 Early Termination

If at any time during the Operating Season, the Licensor in its sole discretion determines that it wishes to terminate this license, the Licensor shall give notice to the Licensee and the Licensee shall not be entitled to proceed with any Docking Events following the giving of such notice.

SECTION XVI - GENERAL TERMS

16.1 Time of the Essence

Time shall be of the essence of this license.

16.2 Severability

If any covenant, obligation or agreement in this license or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this license or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each covenant, obligation and agreement in this license shall be separately valid and enforceable to the fullest extent permitted.

16.3 Notices

Any notice, demand, request, consent or objection required or contemplated to be given or made by any provisions of this license shall be given or made in writing and either delivered personally or transmitted by telefax or similar verifiable electronic means addressed to the Licensor at the Licensor's Address and to the Licensee at the Licensee's Address and shall be deemed to have been given on the next Business Day following the date of delivery or transmission, as the case may be.

16.4 Binding Effect and Interpretation

This license shall enure to the benefit of and be binding upon the parties hereto.

16.5 Entire Agreement

This is the entire License between the parties and no change or amendment shall be valid or enforceable unless embodied in the provisions of this license or made in writing and signed by both parties.

16.6 Unavoidable Delay

If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this license, or from exercising any right or option within the time limit provided in this license, as a result of any strike, labour dispute, inability to obtain labour or materials, Act of God, governmental restriction, regulation or control, insurrection, sabotage, fire or other casualty or by any other event beyond the control of such party (herein called "Unavoidable Delay") then the time to perform such obligation, satisfy such condition or exercise such right or option shall be postponed by the period of time consumed by the Unavoidable Delay. Financial instability, inconvenience or embarrassment shall not be considered events causing Unavoidable Delay. Nothing in this Section 16.6 affects in any way the obligation of the Licensee to pay the License Fee at the times and in the manner required hereunder.

16.7 Governing Law

This license shall be interpreted under and is governed by the laws of Ontario.

16.8 No Partnership

Nothing in this license nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Licensor and Licensee.

SECTION XVII - EXECUTION

IN WITNESS WHEREOF the parties have hereto executed this agreement as of the year and day first above written.

CORPORATION OF THE TOWN OF AMHERSTBURG

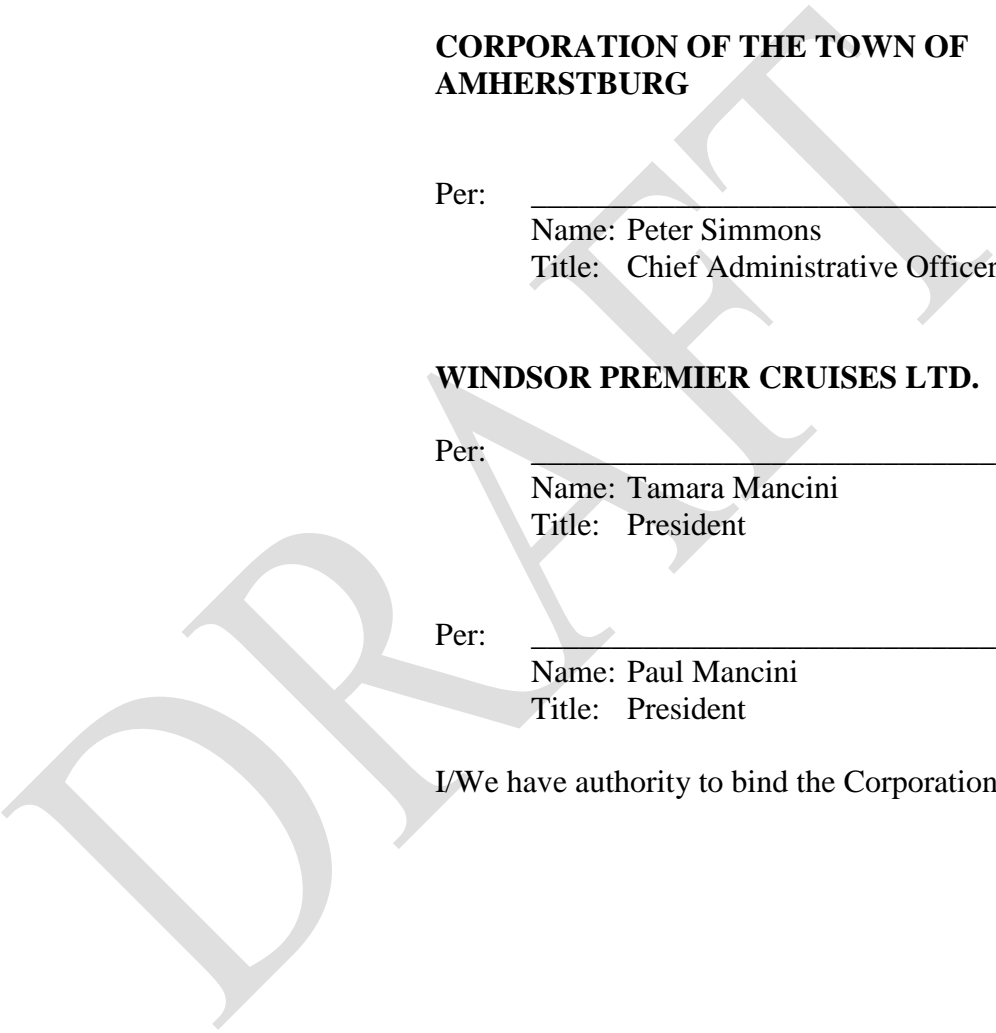
Per: _____
Name: Peter Simmons
Title: Chief Administrative Officer

WINDSOR PREMIER CRUISES LTD.

Per: _____
Name: Tamara Mancini
Title: President

Per: _____
Name: Paul Mancini
Title: President

I/We have authority to bind the Corporation



SCHEDULE "A" – LICENSED PREMISES

I. King's Navy Yard Park, Amherstburg

Description: Docking privileges to be provided at the docking gate at the south end of King's Navy Yard Park

Applicable dates: Dates of Docking Events during the Operating Season to be approved in advance by the Licensor

DRAFT



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF PARKS, FACILITIES, RECREATION & CULTURE

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Julie Columbus	Report Date: May 9, 2022
Author's Phone: 519 7365712 ext. 2122	Date to Council: May 9, 2022
Author's E-mail: jcolumbus@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: LeBlanc Pro Shop Lease Extension

1. RECOMMENDATION:

It is recommended that:

The CAO **BE AUTHORIZED** to finalize a two-year extension of the current lease agreement between Marc LeBlanc Owner and Operator of The Skate Shop and the Town for the use of space at the Libro Recreation Centre for the purpose of skate sharpening operations; and that the lease agreement be to the satisfaction of the Town Solicitor, Clerk and Director of Parks Facilities, Recreation and Culture.

EXECUTIVE SUMMARY:

N/A

2. BACKGROUND:

The existing 1-year lease agreement with the LeBlanc Skate Shop was drafted October 1st, 2021 with the option to renew for an additional year. The owner Marc LeBlanc approached the Town and requested the agreement be extended for two years as he has enjoyed his time and operations in the Libro Centre.

3. DISCUSSION:

The staff, patrons and visitors have shared lots of positive feedback about Mr. LeBlanc with no issues or concerns. His business offers a unique service for the user groups and visitors who come to Libro Centre. Mr. LeBlanc has shared that he has had lots of support from the community.

4. RISK ANALYSIS:

This vendor has successfully delivered high quality service to many user groups and residents at the Libro over the last year. Not offering this service would negatively affect users who depend on the shop for equipment, team uniforms and skate sharpening services. It is the opinion of Administration that the availability of skate sharpening at the Libro Centre is a valuable service for patrons. While very few municipally-owned arenas continue to support retail or skate sharpening outlets, the Town of Essex has the service and advise that it has remained viable for a number of years. Staff will monitor the use, service and occupancy of the Skate Shop within the Libro Centre and will meet regularly with the tenant and patrons to ensure services continue to provide benefits and high quality services to the community.

5. FINANCIAL MATTERS:

The new lease agreement is in keeping with the terms and conditions as signed and outlined in the 2021 agreement and will generate approximately \$2,421 + HST in revenue annually.

6. CONSULTATIONS:

The Manager of Recreation
The Manager of Facilities
The Town Clerk
The Director of Corporate Services

7. CONCLUSION:

Administration recommends an extension of the existing lease agreement for a period of 2-years between Marc LeBlanc and the Town to operate the Skate Shop at the Libro Recreation Centre.

Julie Columbus

Julie Columbus
Manager, Recreation Services

jc

Report Approval Details

Document Title:	LeBlanc Pro Shop Lease Extension.docx
Attachments:	
Final Approval Date:	May 3, 2022

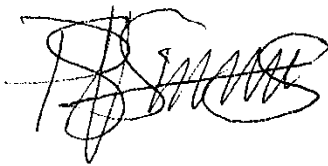
This report and all of its attachments were approved and signed as outlined below:



Heidi Baillargeon



Tracy Prince



Peter Simmons



Valerie Critchley



THE CORPORATION OF THE TOWN OF AMHERSTBURG
OFFICE OF ENGINEERING & INFRASTRUCTURE SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Todd Hewitt	Report Date: April 25, 2022
Author's Phone: 519 736-3664 ext. 2313	Date to Council: May 9, 2022
Author's E-mail: thewitt@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: McLeod Avenue Reconstruction – 3rd Concession South to Lakewood Drive - Tender Results

1. RECOMMENDATION:

It is recommended that:

1. The tender for the McLeod Avenue Reconstruction **BE AWARDED** to J&J Lepera Infrastructures for an amount not to exceed \$1,175,000.00 plus HST; and,
2. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with J&J Lepera Infrastructures for the McLeod Avenue Reconstruction.

2. BACKGROUND:

The Town advertised a Request for Tender (RFT) online for the McLeod Avenue Reconstruction on April 6, 2022 via Bids and Tenders and on the Town's website.

The work to be carried out generally includes a full reconstruction of McLeod Avenue from the 3rd Concession South to Lakewood Drive. This section of McLeod was ranked 11th in the 2016 Road Needs Study. This project was delayed for two (2) years due to high water levels in the area.

3. DISCUSSION:

Tenders closed for this project at 11:00 a.m. on April 22, 2022. The Town received seven (11) tender submissions that were processed electronically via the Bids and Tenders system.

The tenders were initially processed electronically to ensure there were no mathematical errors or omissions. The tender results are:

<u>Bidder</u>	<u>Tender Amount (excluding HST)</u>
1. J&J Lepera Infrastructures	\$1,175,000.00
2. Rudak Excavating Inc.	\$1,178,660.00
3. Piera Con Enterprises Inc.	\$1,218,446.50
4. Shearock Construction Group Inc	\$1,227,111.00
5. Coco Paving Inc.	\$1,252,654.00
6. South Shore Contracting of Essex County Inc.	\$1,296,297.50
7. Shepley Excavating & Road Maintenance Ltd.	\$1,324,339.50
8. Nevan Construction Inc	\$1,362,751.25
9. Matassa Incorporated	\$1,364,775.00
10. D'Amore Construction (2000) Ltd.	\$1,380,319.00
11. Sterling Ridge Infrastructure Inc	\$1,419,900.00

Hrycay Consulting Engineers Ltd. is the consulting engineer that completed the design engineering for this project. They have completed the review of the tender submissions and have recommended that the tender be awarded to the lowest bidder, J&J Lepera Infrastructures. Administration concurs with this recommendation.

4. RISK ANALYSIS:

Not awarding this work would delay the replacement and improvements to infrastructure and could expose the Town to increased liability with respect to the condition of the road.

5. FINANCIAL MATTERS:

Based on the recommended tender and contract for design engineering/project management services, the financial impact for the project is estimated as follows:

Capital Project: McLeod Avenue Reconstruction	Budget	Actual (incl. net HST)	Variance (over)/under
Cost:			
Engineering & Project Management		\$20,900	
Construction – Tender Pricing (1)		\$1,195,680	
Total Project Cost	\$1,235,000	\$1,216,580	\$18,420
Funding:			
Gas Tax Funding	\$1,235,000	\$1,216,580	\$18,420
Total Project Funding	\$1,235,000	\$1,216,580	\$18,420

Notes:

1. The recommended construction tender includes a contingency allowance which may be used for any unforeseen expenditures subject to the Town's approval.

6. **CONSULTATIONS:**

Hrycay Consulting Engineers Ltd.

7. **CONCLUSION:**

Administration recommends that the McLeod Avenue Reconstruction be awarded to J&J Lepera Infrastructures.



Todd Hewitt

Manager of Engineering

Report Approval Details

Document Title:	2022 05 09 McLeod Avenue Reconstruction - Tender Results.docx
Attachments:	- Hrycay- Recommendation Letter for McLeod Avenue.pdf - McLeod Project Map.pdf
Final Approval Date:	Apr 29, 2022

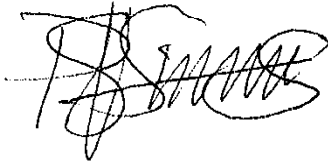
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Tracy Prince



Peter Simmons



Valerie Critchley

April 25th 2022

Via: E-mail

Mr. Todd Hewitt, C.E.T.
Manager, Engineering Operations
Town of Amherstburg
512 Sandwich Street South
Amherstburg, Ontario
N9V 3R2

Dear Mr. Hewitt:

**Re: McLeod Avenue Reconstruction
Contract No. T04-2022-004
Recommendation for Construction Contract Award
HCEI File No. M431**

Overall Tender Results

The McLeod Avenue Reconstruction project was competitively tendered by the Town of Amherstburg during the period of April 6th, 2022 to April 22nd, 2022, and a total of eleven (11) tenders were received at the April 22nd, 2022 opening at 11:00 am EDT. The tender results were as follows from lowest to highest, excluding HST:

• J&J Lepera Infrastructures	\$ 1,175,000.00
• Rudak Excavating Inc.	\$ 1,178,660.00
• Piera Con Enterprises Inc.	\$ 1,218,446.50
• SheaRock Construction Group Inc.	\$ 1,227,111.00
• Coco Paving Inc.	\$ 1,252,654.00
• South Shore Contracting of Essex County Inc.	\$ 1,296,297.50
• Shepley Excavating & Road Maintenance Ltd.	\$ 1,324,339.50
• Nevan Construction Inc.	\$ 1,362,751.25
• Matassa Incorporated	\$ 1,364,775.00
• D'Amore Construction 2000 Ltd.	\$ 1,380,319.00
• Sterling Ridge Infrastructures Inc.	\$ 1,419,900.00

HCEI's tender cost estimate for this project was \$ 991,458.00 excluding HST. All eleven (11) of the tender values were higher than the estimated project cost.



Review of Tenderers Information

HCEI has conducted an evaluation of the eleven (11) tenders that were received. All submissions were complete and free from errors. There were no irregularities with the tenders that would require the Town of Amherstburg to disqualify any of them in accordance with Section 6, Tender Submission Requirements or Section 26, Disqualified Tenders.

Tenderers Capability

J&J Lepera Infrastructures was the lowest bidder for this project. HCEI reviewed all bids, and all accepted tenderers were well-qualified to successfully construct this project. Based on our review, J&J Lepera Infrastructures appears to be a qualified contractor for the construction of this project, along with being the lowest bidder.

Recommendation

Based on a review of the received tenders for the referenced project, HCEI recommends that this project be awarded to **J&J Lepera Infrastructures** for a value of **\$ 1,175,000.00**, excluding HST.

Please direct any questions or concerns to the undersigned at (519) 737-7234.


Yours truly,

HRYCAY Consulting Engineers Inc.



Scott Rahm, P.Eng.

SRR/sr



McLeod Avenue Reconstruction
Project Location



THE CORPORATION OF THE TOWN OF AMHERSTBURG
OFFICE OF ENGINEERING & INFRASTRUCTURE SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Todd Hewitt	Report Date: April 26, 2022
Author's Phone: 519 736-3664 ext. 2313	Date to Council: May 9, 2022
Author's E-mail: thewitt@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: South Riverview Drive Reconstruction – Beneteau Drive to 2nd Concession North - Tender Results

1. RECOMMENDATION:

It is recommended that:

1. The tender for the South Riverview Drive Reconstruction **BE AWARDED** to Rudak Excavating Inc. for an amount not to exceed \$773,600.00 plus HST; and,
2. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Rudak Excavating Inc. for the South Riverview Drive Reconstruction.

2. BACKGROUND:

The Town advertised a Request for Tender (RFT) online for the South Riverview Drive Reconstruction on April 8, 2022 via Bids and Tenders and on the Town's website.

The work to be carried out generally includes a full reconstruction of South Riverview Drive from Beneteau Drive to the 2nd Concession North along with a slight widening of the shoulders. South Riverview was ranked 6th in the 2016 Road Needs Study. This project was delayed for two (2) years due to high water levels in the area.

3. DISCUSSION:

Tenders closed for this project at 11:00 a.m. on April 25, 2022. The Town received seven (9) tender submissions that were processed electronically via the Bids and Tenders system.

The tenders were initially processed electronically to ensure there were no mathematical errors or omissions. The tender results are:

<u>Bidder</u>	<u>Tender Amount (excluding HST)</u>
1. Rudak Excavating Inc.	\$773,600.00
2. Piera Con Enterprises Inc.	\$849,499.05
3. Shearock Construction Group Inc	\$890,000.00
4. Coco Paving Inc.	\$905,009.00
5. D'Amore Construction (2000) Ltd.	\$906,000.00
6. Matassa Incorporated	\$966,700.00
7. Nevan Construction Inc	\$999,817.50
8. Shepley Excavating & Road Maintenance Ltd.	\$1,022,298.00
9. Sterling Ridge Infrastructure Inc	\$1,419,900.00

Hrycay Consulting Engineers Ltd. is the consulting engineer that completed the design engineering for this project. They have completed the review of the tender submissions and have recommended that the tender be awarded to the lowest bidder, Rudak Excavating Inc. Administration concurs with this recommendation.

4. RISK ANALYSIS:

Not awarding this work would delay the replacement and improvements to infrastructure and could expose the Town to increased liability with respect to the condition of the road.

5. FINANCIAL MATTERS:

Based on the recommended tender and contract for design engineering/project management services, the financial impact for the project is estimated as follows:

Capital Project: McLeod Avenue Reconstruction	Budget	Actual (incl. net HST)	Variance (over)/under
Cost:			
Engineering & Project Management		\$ 20,900	
Construction – Tender Pricing (1)		\$787,215	
Total Project Cost	\$840,000	\$808,115	\$31,885
Funding:			
OCIF Grant	\$420,000	\$420,000	\$-
Lifecycle Reserve	\$420,000	\$388,115	\$31,885
Total Project Funding	\$840,000	\$808,115	\$31,885

Notes:

1. The recommended construction tender includes a contingency allowance which may be used for any unforeseen expenditures subject to the Town's approval.

6. **CONSULTATIONS:**

Hrycay Consulting Engineers Ltd.

7. **CONCLUSION:**

Administration recommends that the South Riverview Drive Reconstruction be awarded to Rudak Excavating Inc.



Todd Hewitt

Manager of Engineering

Report Approval Details

Document Title:	2022 05 09 South Riverview Reconstruction - Tender Results.docx
Attachments:	- Hrycay Recommendation Letter for South Riverview Drive Reconstruction.pdf - South Riverview Map.pdf
Final Approval Date:	Apr 29, 2022

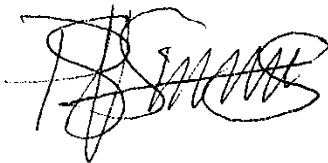
This report and all of its attachments were approved and signed as outlined below:



Antonietta Giofu



Tracy Prince



Peter Simmons



Valerie Critchley

April 25th 2022

Via: E-mail

Mr. Todd Hewitt, C.E.T.
Manager, Engineering Operations
Town of Amherstburg
512 Sandwich Street South
Amherstburg, Ontario
N9V 3R2

Dear Mr. Hewitt:

**Re: South Riverview Drive Reconstruction
Contract No. T04-2022-005
Recommendation for Construction Contract Award
HCEI File No. M431**

Overall Tender Results

The South Riverview Drive Reconstruction project was competitively tendered by the Town of Amherstburg during the period of April 8th, 2022 to April 25th, 2022, and a total of nine (9) tenders were received at the April 25th, 2022 opening at 11:00 am EDT. The tender results were as follows from lowest to highest, excluding HST:

• Rudak Excavating Inc.	\$ 773,600.00
• Piera Con Enterprises Inc.	\$ 847,499.05
• SheaRock Construction Group Inc.	\$ 890,000.00
• Coco Paving Inc.	\$ 905,009.00
• D'Amore Construction 2000 Ltd.	\$ 906,000.00
• Matassa Incorporated	\$ 966,700.00
• Nevan Construction Inc.	\$ 999,817.50
• Shepley Excavating & Road Maintenance Ltd.	\$ 1,022,298.00
• Sterling Ridge Infrastructures Inc.	\$ 1,029,933.00

HCEI's tender cost estimate for this project was \$ 770,494.00 excluding HST. All nine (9) of the tender values were higher than the estimated project cost.



Review of Tenderers Information

HCEI has conducted an evaluation of the nine (9) tenders that were received. All submissions were complete and free from errors. There were no irregularities with the tenders that would require the Town of Amherstburg to disqualify any of them in accordance with Section 6, Tender Submission Requirements or Section 26, Disqualified Tenders.

Tenderers Capability

Rudak Excavating Inc. was the lowest bidder for this project. HCEI reviewed all bids, and all accepted tenderers were well-qualified to successfully construct this project. Based on our review, Rudak Excavating Inc. appears to be a qualified contractor for the construction of this project, along with being the lowest bidder.

Recommendation

Based on a review of the received tenders for the referenced project, HCEI recommends that this project be awarded to **Rudak Excavating Inc.** for a value of **\$ 773,600.00**, excluding HST.

Please direct any questions or concerns to the undersigned at (519) 737-7234.

Yours truly,

HRYCAY Consulting Engineers Inc.



Scott Rahm, P.Eng.

SRR/sr



South Riverview Drive Reconstruction
Project Location



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF DEVELOPMENT SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Table with 2 columns: Author's Name, Report Date, Author's Phone, Date to Council, Author's E-mail, Resolution #.

To: Mayor and Members of Town Council

Subject: 106 Gore Street – Demolition Request and Removal from Heritage Register

1. RECOMMENDATION:

It is recommended that:

Council APPROVE the demolition request, and removal from the Heritage Register of 106 Gore Street

EXECUTIVE SUMMARY:

N/A

2. BACKGROUND:

On April 5, 2022, the owners of 106 Gore Street requested to demolish the property and to redevelop the property with a semi-detached dwelling, as permitted by the RH zoning for the area (Attachment 1).

On February 19, 2013, 106 Gore Street was listed as a "Property of Interest" on the Town of Amherstburg's Heritage Register. The original portion of the house was built c. 1875-1882. The history of the property is documented in Attachment 2.

On April 14, 2022, the Heritage Committee approved the following recommendations made by the Heritage Planner, that:

- 1. The Heritage Committee ENDORSE the request to demolish the house at 106 Gore Street
2. The Heritage Committee RECOMMEND the removal of 106 Gore Street from the Heritage Register.

3. DISCUSSION:

The owners are requesting approval to demolish the property due to its poor condition and lack of design integrity, and to redevelop the site with a semi-detached dwelling. The Heritage Planner supports the request to demolish the property and recommends that the property be removed from the Heritage Register.

The integrity of the property's design/ physical value has been very compromised and the remaining architectural integrity is very minimal. Given that the historic exterior finishes and historic appearance of the house has been entirely lost or obscured, its heritage value in the absence of other significant heritage criteria seems to be minimal.

The Heritage Planner toured the site and concurs with the assertion of the poor condition and deficiencies of the property, especially the ad hoc structural repairs to the roof and the extremely low ceiling heights in parts of the property (Attachment 3). The majority of the rafters are heavily shimmed, which is alarming. Some of the interior ceiling heights do not meet Ontario Building Code Standards adding to the complexity of retention.

Given that property is located in the RH zone, which is subject to Site Plan approval, the design for a proposed semi-detached dwelling is expected to be presented at Council within the next month, after further consultation with the Heritage Committee. A proposed design had been presented to the Heritage Committee on April 14, 2022, but was rejected. It is anticipated that the owners will be bringing an alternate design to the Heritage Committee's May 12, 2022 meeting.

4. RISK ANALYSIS:

There is no risk in approving the recommendations, however, some risk is present in denying the demolition request. The building is dilapidated with compromised building integrity, and stands in the way of an opportunity to create a historically respectful building for residential accommodation.

5. FINANCIAL MATTERS:

There are no financial implications in approving the recommendations.

6. CONSULTATIONS:

Heritage Committee
Melissa Osborne – Director, Development Services

7. CONCLUSION:

Due to the poor design / physical-value integrity of the house, and the resulting loss in heritage value, combined with its poor condition, the Heritage Planner supports the demolition of the house and the property's removal from the Heritage Register.



Clint Robertson
Heritage Planner

Report Approval Details

Document Title:	106 Gore Street – Demolition Request and Removal from Heritage Register.docx
Attachments:	- Attachment 1 - Request to Demolish and Engineer Report.pdf - Attachment 2- Historical Research.pdf - Attachment 3 - Existing Building Conditions.docx
Final Approval Date:	May 4, 2022

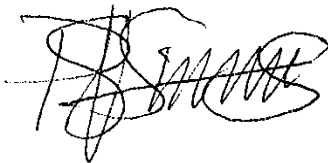
This report and all of its attachments were approved and signed as outlined below:



Melissa Osborne



Tracy Prince



Peter Simmons



Valerie Critchley

Dear Clint Robertson,

Antonio and myself first began looking for properties to purchase in the town of Amherstburg, simply because we really enjoyed being in the area during our personal lives. We both have a passion for architecture, and after purchasing the property on the corner of 106 Gore and Bathhurst street; our focus has been to try and continue with the towns direction to enhance the downtown core.

The existing building on the property is not structurally sound, and poses a great deal of risk to pedestrians walking by the property, as well as neighboring homes. The foundation is at risk of collapsing, the ceiling joists and rafters are barely being held together to support the weight of the existing roof. Currently, our interior ceiling heights are not to Ontario Building Code Standards. Due to these structural risk factors, we would like to seek the towns permission to demolish this structure to better protect and improve the community.

Our proposed design for the semi-detached dwelling that our company would like to erect on the property is quite unique in nature. We have made it a precedence, to implement the use of heritage style architecture and materials to stay in line with the towns goal of not taking away from the existing heritage in the downtown core. The new structure we would like to develop would not only help enhance the area, but provide an increase in property value to the surrounding neighbors. For the above reasons, we hope you are able to see what our company's goal is for the 106 Gore Street property.

Sincerely,

Antonio and Tyler

TANK Development Group Inc.

George Mikhael, P.Eng
 2872 Parent Ave Windsor
 On N8X 4K9
 georgemikhael77@gmail.com
 Telephone: 519-566-2060
 Date: April 13, 2022,



Project : 106 Gore St, Amherstburg, On
 Re: Report 1- for the Structural Site Visit.

Mr. Antonio Nueves,

Dear Sir,

Our office has been retained by **Mr.** Antonio Nueves to prepare a Structural report of the Site Visit , performing an assessment and an offering my professional opinion regarding the actual conditions of the house located **106 Gore St, Amherstburg.**

A Structural visit reveal that there are some major deficiencies to be addressed:

1.0 INSPECTION.

We inspected the subject house on April 6, 2022 at 12:18 P.M, in the presence Of **Mr.** Antonio Nueves.

Select photographs were taken during our inspection to document our findings & our visual observations.

The buildings are a one-storey structure with a backyard.

2.0 STRUCTURAL ASSESSMENT & Recommendations

There are major issues to be addressed:

Main Floor:

Upon the Inspection, cracks were observed in the foundation walls in seven different locations.

Settlement in the floors were observed in two locations.

From a visual clear observation, all the roof trusses supporting the structures are weak and are about to collapse. A hasty temporary remedial work was done on the structures (trusses) and there is no compliance to the O.B.C nor the public safety was taken into consideration.

3.0 Conclusions:

The house into concern is no longer inhabitable and is not structurally safe in my professional opinion. The house is 200 years old and I do not think any major structural remedial work was done upon it before.

I hereby certify that I am a Licenced Engineer, in accordance with the current Ontario Building Code.

I further certify that to the best of my knowledge and belief, and based on on-site observation only, this report of the structural assessment and recommendation has been written for this purpose only.

This report has been prepared in good faith and in accordance with the Reasonable Engineering practices and is in reasonable conformance with the Ontario Building Code.

Important Note:

The author of this report has no responsibility to give testimony or prepare for or appear in court without further compensation.

No third party shall have the right to make use of this report without the consent or the written permission of Mr. George Mikhael, P.Eng and our client.

Signature of Structural Engineer

George Mikhael
George Mikhael, P.Eng



ADDRESS: 106 GORE STREET

LEGAL DESCRIPTION: EAST PART LOT 24, WEST SIDE BATHURST, PLAN 1 (PIN 0085)

ROLL NUMBER: 372911000009900

STRUCTURE: 1 STOREY DWELLING

YEAR BUILT: JULY 19, 1875 AND MAY 4, 1882

ORIGINAL OWNER: MARY JUDITH RACICOT



NOTES FOR 106 GORE STREET BEING PART LOT 24, WEST SIDE OF BATHURST STREET

Ebin Moore was the original lot holder of Lot 10, Third Street now known as Lot 24 on the west side of Bathurst Street. Mr. Moore transferred the lot to Thomas Forsyth around 1804. Thomas Forsyth was the son of William Forsyth, a former British officer who settled in Detroit by 1778 where he kept a tavern. Thomas Forsyth was the brother of Robert Forsyth and the brothers had carried on business together since 1799 as Merchants on Dalhousie Street. About 1806, Thomas Forsyth in partnership with his half-brother John Kinzie relocated his fur trading business along the Illinois River in the United States. During the War of 1812 Thomas Forsyth supported the Americans. In 1821, Forsyth was described as "at present in the service of the United States of America."

On December 17, 1817 William Searl of Amherstburg, an Innkeeper transferred the property to Antoine Racicot of Amherstburg. William Searl was Thomas Forsyth's brother-in-law. Forsyth had instructed William Searl to sell Lot 24 and to use the sale proceeds for the maintenance of Thomas Forsyth's two illegitimate daughters that were living with and being supported by the Searls.³

Antoine Racicot was a Baker. In his application to the Upper Canada Land Board in 1822, Racicot stated that there had been no buildings on the lot when he had purchased it, but since the purchase of the property Antoine had built "a good dwelling house, also a bake house and another building which is at present used as a Black Smith's shop."⁴ Racicot later had a gristmill on Lot 24.⁵ When Antoine Racicot died in 1834 his wife, Lucy continued to occupy the whole of Lot 24 as well as Lot 23 to the north. In the 1848 Assessment which is the last assessment to record the type of structures assessed, Lucy Racicot is assessed for three one storey log buildings.

Lucy Racicot, aged 74 appears on the 1861 Census living with Mary aged 37 and Joseph aged 28 in a one storey log house. From 1860 until 1863 Thomas Noble is assessed as Lucy Racicot's tenant on Lot 24. According to the 1861 Census Thomas Noble was living in a two storey frame building. This frame building burned down in the Ridsdale Mill fire around 1863 as well as "the store on the corner adjoining".⁶ It is likely that after 1863 there would have only been the one storey log dwelling on Lot 24 and possibly one other building that had been used as a blacksmith's shop over forty years before.

Subsequently, Lucy Racicot died and an attempt was made to divide Lot 24 between her heirs.⁷ Lot 24 was initially divided into three parts. Mary Judith Racicot, Spinster received the Easterly one-third of Lot 24 on July 19, 1875.⁸ At this time Mary Judith gave a mortgage to Daniel Gerard for \$100.⁹ Mary Jane Delaforet received the middle one-third and Daniel Gerard the Westerly one-third on the same date.¹⁰

Daniel Gerard then acquired the Middle part from Mary Jane Delaforet by Deed registered January 24, 1881 for \$200.¹¹ This gave Daniel Gerard the Westerly two-thirds of Lot 24. On 4 May 1882 Mary Judith Racicot conveyed the Easterly one-third of Lot 24 to Daniel Gerard resulting in Gerard now owning the whole of Lot 24.¹²

On May 12, 1882 The Amherstburg Echo carried an article on the purchase of the property of Mary Judith Racicot, reporting that: "Daniel Girard purchased the house and lot on the corner of Gore and Bathurst Street from Mary J. Racicot for \$330. This indicates that the

NOTES FOR 106 GORE STREET BEING PART LOT 24, WEST SIDE OF BATHURST STREET

house on 106 Gore Street was in existence in 1882. The fact that Mary Racicot had taken out a mortgage in 1875 would suggest that she had built the house around that date. It is also possible that Mary Judith had used the mortgage funds to renovate a house already on the premises but the location of the present house on the lot is not consistent with the placement of buildings in the early 1800's. Since one of the former log buildings had been consumed in a fire in 1863, the two remaining old log buildings on the lot must have been torn down or moved.

In 1910 the property was sold by Frank Gerard of Chicago to Dora Gerard his wife.¹³ Frank Gerard was the son and only heir of Daniel Gerard.

End Notes

1. Upper Canada Land Petitions, Volume 429A, Bundle R-13, Petition 57, Microfilm C-2744
2. Essex County Registry Office, Old Box D Number 42
3. Upper Canada Land Petitions, Volume 429A, Bundle R-13, Petition 57, Microfilm C-2744
4. Upper Canada Land Petitions, Volume 429A, Bundle R-13, Petition 57, Microfilm C-
5. The Amherstburg Echo, December 11, 1874
6. The Amherstburg Echo, March 25, 1910
7. Joseph Racicot had assigned his one fifth share in the Estate of Lucy Racicot to Daniel Gerard. Thereafter Daniel Gerard participated in the division of the Estate even though he was not an heir of Lucy Racicot.
8. Mary Jane Delaforet, Antoine Hilarion Racicot, Lucy Phoebe Brown and Daniel Gerard quit claimed their interest in the easterly one-third of Lot 24 to Mary Judith Racicot for \$400. Essex County Registry Office, Instrument Number 1425 Town of Amherstburg
9. Essex County Registry Office, Instrument Number 1426, Town of Amherstburg
10. Mary Judith Racicot, Antoine Hilarion Racicot, Lucy Phoebe Brown and Daniel Gerard quit claimed their interest in the middle one-third of Lot 24 to Mary Jane Delaforet for \$300. Essex County Registry Office, Instrument Number 4048, Town of Amherstburg. Mary Jane Delaforet, Antoine Hilarion Racicot, Lucy Phoebe Brown and Mary Judith Racicot quit claimed their interest in the westerly one-third of Lot 24 to Daniel Gerard for \$300. . Essex County Registry Office, Instrument Number 4049, Town of Amherstburg
11. Essex County Registry Office, Instrument Number 2187, Town of Amherstburg
12. Essex County Registry Office, Instrument Number 2414, Town of Amherstburg
13. Essex County Registry Office, Instrument Number 6048, Town of Amherstburg

Property Research Sheet

Address

106 Gore

Legal Description

EAST PART LOT 24, WEST SIDE BATHURST,
PLAN 1 (PIN 0085)

Name of Building

N/A

Type of Property

Residential

Date of Construction

JULY 19, 1875 AND MAY 4, 1882

Original Owner

Mary Judith Racicot

Research Summary

1875 After the death of Lucy Racicot, an attempt was made to divide Lot 24 between her heirs. Lot 24 was initially divided into three parts. Mary Judith Racicot, Spinster received the Easterly one-third of Lot 24 on July 19, 1875. At this time Mary Judith gave a mortgage to Daniel Gerard for \$100. Mary Jane Delaforet received the middle one-third and Daniel Gerard the Westerly one-third on the same date.

1881 Daniel Gerard then acquired the Middle part from Mary Jane Delaforet by Deed registered January 24, 1881 for \$200.

1882 This gave Daniel Gerard the Westerly two-thirds of Lot 24. On 4 May 1882 Mary Judith Racicot conveyed the Easterly one-third of Lot 24 to Daniel Gerard resulting in Gerard now owning the whole of Lot 24.

On May 12, 1882 The Amherstburg Echo carried an article on the purchase of the property of Mary Judith Racicot, reporting that: "Daniel Girard purchased the house and lot on the corner of Gore and Bathurst Street from Mary J. Racicot for \$330. This indicates that the house on 106 Gore Street was in existence in 1882. The fact that Mary Racicot had taken out a mortgage in 1875 would suggest that she had built the house around that date. It is also possible that Mary Judith had used the mortgage funds to renovate a house already on the premises but the location of the present house on the lot is not consistent with the placement of buildings in the early 1800's.

1910 In 1910 the property was sold by Frank Gerard of Chicago to Dora Gerard his wife. Frank Gerard was the son and only heir of Daniel Gerard.

Sources

Unless otherwise noted, this information was retrieved from Doris Gaspar's Phase 1 Property Study, 2014. Further citation available in the Study.



Photo from Gaspar Property Study

ATTACHMENT 3

Existing Building Condition - Photos



East Façade, Apr. 11, 2022

ATTACHMENT 3



North Façade, Apr. 11, 2022

ATTACHMENT 3



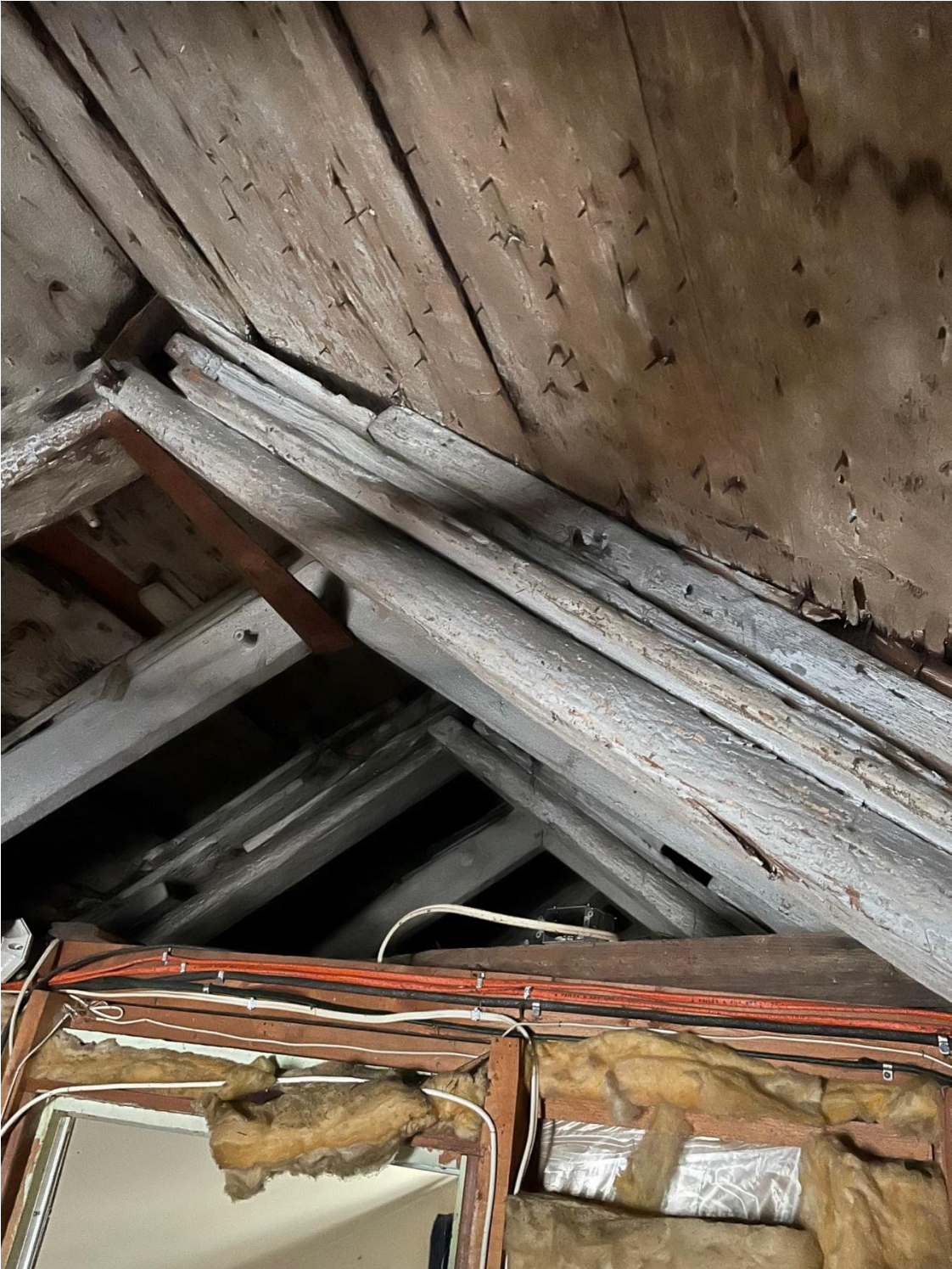
South Façade, Apr. 11, 2022

ATTACHMENT 3



Rafter with shims – March 22, 2022

ATTACHMENT 3



Rafter with shims – March 22, 2022



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF DEVELOPMENT SERVICES

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Table with 2 columns: Author's Name, Report Date, Author's Phone, Date to Council, Author's E-mail, Resolution #.

To: Mayor and Members of Town Council

Subject: Electric Vehicle Charing Station – Charge UP Windsor Essex Grant

1. RECOMMENDATION:

It is recommended that:

- i. The Chief Administrative Officer and Director of Development Services BE AUTHORIZED to apply to the Charge UP Windsor-Essex County grant, for the installation of up to four Level 2 dual port Electric Vehicle Charging stations (EV), subject to the documents being satisfactory in legal form to the Clerk, in technical content to the Director of Infrastructure Services and in financial content to the Chief Financial Officer and;
ii. Council DIRECT Administration to seek opportunities for in-kind and or sponsorship opportunities for the project and;
iii. Council DIRECT Administration to ensure the Town’s total cost for capital and 1 year of operational costs does not exceed \$120,000, plus any sponsorship funding and;
iv. Council APPROVE the an amendment, noted in italics, to resolution 2022-0425-007
a. That \$120,000 BE DEDICATED and BE FUNDED from either reserves or as a pre-commitment to the 2023 Capital Budget, whichever is deemed best by Administration after performing its due diligence following the delivery of the 2021 year-end audit, to allow the Town to apply for the available Federal grant which will offset the cost of the charging stations

- v. Council **APPROVE** the following recommendations upon written confirmation of the Town being awarded the grant funding:
- a) The Chief Administrative Officer and Clerk **BE AUTHORIZED** to sign and execute any agreements, declarations or approvals required resulting from receiving funding under the Charging UP Windsor-Essex County grant, satisfactory in financial content to the Chief Financial Officer, and in technical content to the Director of Infrastructure Services and;
 - b) Council **DELEGATE** authority to the Chief Administrative Officer to approve the final EV project scope and deliverables to maximize use of the grant and the Town's \$120,000, plus any sponsorship funding and;
 - c) The Chief Administrative Officer and the Clerk **BE AUTHORIZED** to take any such action required to effect the recommendations noted above and sign any required documentation/agreement(s) for the implementation of the EV Charging Stations, satisfactory in legal form to the Clerk, in technical content to Director of Infrastructure Services and in financial content to the Chief Financial Officer; and further
 - d) Council **DELEGATE** authority to the Chief Administrative Officer and Clerk to negotiate, sign and execute any agreements, declarations or approvals required resulting from receiving any in-kind and/or sponsorship funding for the implementation and or operational costs for the EV charging stations, satisfactory in financial content to the Chief Financial Officer, and in technical content to the Director of Development Services and;
 - e) Council **DELEGATE** authority to the Chief Administrative Officer to award and issue purchase orders and or sign and execute any agreements as may be required for the necessary services to execute the scope of work for the EV project and;
 - f) Council **APPROVE** a charging cost of \$1.50/hour for Level 2 and \$.33/minute for Level 3 charging stations, to be revisited after the first 12 months of activation, and that those funds be directed to an EV reserve fund

EXECUTIVE SUMMARY:

N/A

2. BACKGROUND:

At the March 28, 2022 Council meeting the following Economic Development Committee recommendations were brought to Council and approved:

- 16.1 Economic Development Advisory Committee Meeting Minutes - February 3, 2022
Resolution # 20220328-16

That:

1. The Economic Development Advisory Committee Meeting Minutes of February 3, 2022 BE RECEIVED;
2. Council SUPPORT and ENCOURAGE the Town, local businesses and non-profits to apply for funding through the "Charge Up Windsor-Essex County" program of Essex Powerlines to boost Electric Vehicle (EV) infrastructure as a vehicle for further economic development and investment; and,
3. Administration **EXPLORE** Electric Vehicle (EV) infrastructure as a requirement of multi-residential development.

At the Council meeting on April 25, 2022 a presentation was made by T.H.R.I.V.E. regarding the need for EV charging stations and the opportunity to leverage funding from the Charge UP Windsor Essex grant. Administration confirmed that work had commenced on assessing locations, costs and types of EV's in order to provide Council with a report on options and required funding. To expedite the process, given the remaining funding available in the grant, Council set direction and funding for Administration to apply to the 'Charge Up Windsor-Essex County' grant through resolution 2022 0425-007:

That:

1. The delegation BE RECEIVED; and,
2. That \$120,000 BE DEDICATED and BE FUNDED from either reserves or as a pre-commitment to the 2023 Capital Budget, whichever is deemed best by Administration after performing its due diligence, to allow the Town to apply for the available Federal grant which will offset the cost of the charging stations.

This report is to provide Council with Administration's report back on these matters.

3. **DISCUSSION:**

The Charge UP Windsor Essex grant program is funded by Natural Resources Canada (NRCan) and being administered locally by Essex Powerlines. Administration discussed the grant with Essex Powerlines to gain further clarity on the grant program and pending submission. Through those discussions their experts advised that Level 2 charging stations are most widely installed by municipalities. Their experience is in line with Administrations review of the Natural Resources Canada (NRCan) database on EV charging stations. The data shows that for the EV stations across Ontario, Level 2 charging stations are the majority of what municipalities install.

The grant program provides for up to 50% of eligible costs, to a maximum amount per EV Charging Station. Specifically, the maximum funding for one Level 2 charging station with 2 ports is \$10,000 in grant funding with matching \$10,000 in Town funding, for a total project cost of \$20,000. Should the cost to install the charging station exceed the \$20,000, 100% of the costs above \$20,000, will be the responsibility of the Town. In addition, the Town will be responsible for 100% of any ineligible costs which includes the

annual maintenance, network connectivity and contribution to reserve for the replacement of the device in the future.

There are five locations in Amherstburg which have been reviewed and considered for EV locations:

- Libro Centre
- Municipal Parking Lot – south of 238 Dalhousie St
- Municipal Parking Lot – corner of Richmond and Ramsay
- Toddy Jones Park
- Parking lot at Heritage Square

Several factors were considered when determining which sites to recommend. These factors include, but are not limited to;

- Proximity to local attractions and events;
- Availability of parking to ensure dedication of 2 parking spots that would not adversely impact accessible and/or general demands for parking;
- Distance to a viable source for necessary infrastructure to power the units;
- Visibility of units to reduce potential for vandalism and;
- Consideration of opportunities for future expansion

Administration completed an initial site visit to each of these locations in concert with third-party EV experts, including members of the Essex Energy and Essex Powerlines. Essex Energy is the entity which provides turn key installation of EV units, so their engagement at the site visits provided clarity on viability and high-level preliminary cost estimates.

Based on the site visits the Municipal Lot south of 238 Dalhousie was removed. That parking lot has 10 spots. Given the limited spaces at that location Administration did not pursue it further and are not recommending this location.

Based on the site visits and information collected for each of the remaining locations, Essex Energy provided a high-level preliminary cost estimate. The table below outlines the high-level cost estimates for installation as well as the maximum grant funding per project and total cost to the Town per project. It should be noted that the infrastructure and utility servicing costs make up the majority of cost.

Location	Number of Units	Cost Estimate	Maximum Grant Funding	Town Cost
Libro Centre	2	\$77,720	\$20,000	\$57,720
Toddy Jones Park (option 1)	1	\$38,366	\$10,000	\$28,366
Toddy Jones Park (option 2)	2	\$61,298	\$20,000	\$41,298
Richmond & Ramsey	1	\$44,498	\$10,000	\$34,498
Heritage Square	1	\$83,055	\$10,000	\$73,055

Administration also requested cost estimates to install future conduit at each site to provide for expansion of additional EV units as, and when, funding becomes available. Per the table below these costs are ineligible for the grant and would be 100% Town cost.

Location	Cost Estimate	Maximum Grant Funding	Town Cost
Libro Centre	\$3,323	\$0	\$3,323
Toddy Jones Park	\$3,323	\$0	\$3,323
Richmond & Ramsey	\$1,127	\$0	\$1,127
Heritage Square	\$3,323	\$0	\$3,323

Annual operational costs to keep the units in usable condition, and provide for the payment system and connectivity is estimated at \$5,000/unit per year, which translates into \$25,000 over a 5 year- time frame for one unit. These operational costs are not in the 2022 operational budget. Administration is recommending a \$1.50/hr charging cost for Level 2 units and that those funds be directed to an EV reserve which could then be used to help offset some of the annual costs. It should be noted, that given EV's currently make up around 5% of vehicle sales, revenue from the use of the charging stations for the first several years is not projected to be sufficient to cover these annual costs. As such, Administration has put forward a recommendation to pursue in-kind and or sponsorship funding which would help reduce or offset these costs and recommends a portion of the \$120,000 be allocated fund the operational costs for the first year.

Based on all of this information, the table below provides for Administrations recommended EV projects. This is inclusive of the submission for the grant to install new units, planning for future expansion and first year of operational costs. While the estimated amount exceeds the \$120,000, actual costs as well as in-kind and or sponsorship funding may allow for the entire project to be within the \$120,000. The recommendation delegating authority to the Chief Administrative Officer to determine the final EV project scope and deliverables is to ensure there is flexibility so that adjustments are made to ensure final costs are in line with approved funding.

Location	Units	EV unit installation	Future Conduit	1st year annual cost	Maximum Grant Funding	Town Cost
Libro Centre	1	\$38,860	\$3,323	\$5,000	\$10,000	\$37,183
Toddy Jones Park	2	\$61,298	\$3,323	\$10,000	\$20,000	\$54,621
Richmond & Ramsey	1	\$44,498	\$1,127	\$5,000	\$10,000	\$40,625
Total		\$144,656	\$7,773	\$20,000	\$40,000	\$132,429

At the April 25, 2022 meeting Administration confirmed that the Level 3 charging station at the Libro Centre is not operational. To date Administration has been unsuccessful in finding information and or resources to fix the unit. Based on Essex Energy's expertise in the EV field, Administration has requested them to provide an assessment of the unit, reporting on whether or not it can be fixed, and if it can what it would cost. The charging cost recommendation includes a \$.33/minute cost for Level 3 should this unit be able to be brought back on line. Although the cost to repair or replace this unit does not qualify

for grant funding, should the unit be able to be brought back on line Administration will consider those costs and may include it as part of the final EV project scope.

4. RISK ANALYSIS:

There is a risk that people who are not charging an EV will park at these locations. To mitigate this risk, it is recommended that the Town's traffic by law, 2011-69, be amended to include the enforcement of section 30.2 of the Highway Traffic Act, allowing for tickets to be issued.

There is a risk that the costs will come in higher or lower than the cost estimates. The report provides for a recommendation to allow Administration to consider changes to the scope and deliverables for the EV project, provided costs for the Town do not exceed the \$120,000.

There is a risk that the 2023 operating budget may not approve the funding necessary annual funding for the EV units. This risk is mitigated by identifying the first year of annual costs as part of the \$120,000. It may be further mitigated should there be in-kind and/or sponsorship contributions for the project.

5. FINANCIAL MATTERS:

As per the recommendation on April 25, 2022, Administration will determine what reserve would be available to fund the \$120,000 or if a pre-commitment to the 2023 capital budget is best. The operational costs associated with these units has not yet been addressed and is not uniquely identified in the 2022 operational budget. Administration has recommended in this report that a portion of the \$120,000 be used to cover the annual estimated costs for the first year. This will allow time for operating budget requests to be put forward in the future to address these costs.

It should also be noted that there is a strong possibility that in 5 years the technology for EV charging stations is such that these units will be near obsolete and require an upgrade. Future operating budget requests should also consider an annual allocation for replacements as well.

6. CONSULTATIONS:

Essex Energy
Essex Powerlines
City of Windsor
Todd Hewitt – Manager of Engineering
Antonetta Giofu – Director of Infrastructure Services
Heidi Baillargeon – Director of Parks, Recreation, Culture and Tourism
Terry Fasan – Facilities Manager

7. CONCLUSION:

That the grant submission be put forward for up to four Level 2 charging stations and the recommendations noted above allowing Administration to manage and amend the project to ensure it is within the identified funding be approved.



Melissa Osborne
Director, Development Services

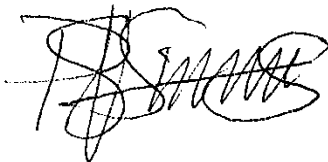
Report Approval Details

Document Title:	EV Charging Stations and Charge UP Windsor Essex Grant.docx
Attachments:	- EV charging stations Charge UP WE.docx
Final Approval Date:	May 4, 2022

This report and all of its attachments were approved and signed as outlined below:



Tracy Prince



Peter Simmons



Valerie Critchley



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF THE CAO

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Table with 2 columns: Author's Name, Report Date, Author's Phone, Date to Council, Author's E-mail, Resolution #.

To: Mayor and Members of Town Council

Subject: 2022 Tanker firefighting Apparatus Tender Results

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Fire Chief dated April 29, 2022 regarding the 2022 Tanker Firefighting Apparatus Tender Results BE RECEIVED;
2. The purchase of 1 Tanker/Pumper firefighting apparatus BE AWARDED to Fort Garry Fire Trucks Ltd., BE at a total maximum cost of \$570,651.00 CAD plus HST, to be funded from 2022 Capital Budget and the prior year contributions to the Working Capital Reserve for Fire Major Equipment, and the Treasurer BE AUTHORIZED to execute the purchase;
3. The Treasurer BE AUTHORIZED to proceed with the Sale of Engine 1B (1995 Spartan) and use the proceeds to fund the deficit of \$10,651.00 and place the remaining proceeds into the Working Capital Reserve for Fire Major Equipment; and,
4. The Mayor and Clerk BE AUTHORIZED to enter into an agreement with Fort Garry Fire trucks Ltd. 53 Bergen Cutoff Road, Winnipeg, Manitoba R3C 2E6 and execute all necessary documents for the purchase of 1 Tanker Firefighting Apparatus.

2. BACKGROUND:

In March 2022 the Town advertised Tender 2022-018 on the Town's website using the Bids and Tenders bidding system for the 2022 Fire Apparatus, 1 Tanker/Pumper. The

tender closed on April 27, 2022. This purchase is intended to replace Tanker #3 with a newly built Tanker/Pumper Fire Apparatus.

Amherstburg Fire Department (AFD) maintains a 20-year replacement schedule for all front line fire apparatus in accordance with the Insurers Advisory Organization Inc., Fire Underwriters Survey regarding age/acceptance of firefighting apparatus, and National Fire Protection Association (NFPA) standards. Accordingly, AFD continually monitors the age and condition of its front-line vehicles and brings to Council a summary of its current and future capital requirements. During the 2022 budget process, Council approved the replacement of Tanker #3 at an estimated cost of \$560,000.

3. DISCUSSION:

The Town received 1 tender submission. The Tender Review Committee reviewed the submission and undertook an analysis to ensure there were no errors or omissions in the tender, and graded the technical submission in accordance with the Tender. The proposal meets the minimum technical requirements. The Committee and Fire Chief are recommending that the contract be awarded to Fort Garry Fire Trucks Ltd.

The total proposal cost is slightly higher than the original estimated. The difference is due largely to market volatility, and unprecedented supply chain price increases affecting the chassis costs, and related equipment.

Company	All Mandatory Tender Requirements Met	Total Tender Price
Fort Garry Fire Trucks Ltd.	Yes	\$570,651.00

Prices exclude HST.

4. RISK ANALYSIS:

There is no financial risk associated with the approval of the recommendations as the price will remain firm under the submissions and there are sufficient funds available for the purchase within the approved capital budget. An examination of budgetary impact follows in the Financial Matters section of this report.

There is, however, a risk associated with not replacing the vehicles as this would result in having aged vehicles responding regularly as front line apparatus. As the vehicles continue to age it will be more difficult to maintain them in suitable running condition and the associated cost of repairs will continue to rise substantially. Furthermore, advancements in firefighting vehicle design have resulted in new apparatus able to serve more than one operational purpose as well as being equipped with safety systems such as airbags and antilock brakes, which older vehicles are not comparably equipped.

5. FINANCIAL MATTERS:

Council approved \$60,000 in the 2022 Capital Budget for the replacement of Tanker #3, and there is \$500,000 already identified in the reserve from previous contributions for a

total of \$560,000. The tender price received is \$570,651.00 excluding H.S.T from Fort Garry Fire Trucks Ltd.

Tendered Price	\$570,651.00
Non-refundable HST	
TOTAL	
2022 Capital Budget Amount	\$560,000.00
<i>Deficit</i>	<i>\$10,651.00</i>

Once the new truck has been delivered, Administration will dispose of Engine 1B which is a 1995 Spartan in accordance with Article 27-Disposal of Surplus Goods of the Towns Procurement Policy-PR-POL01. As per the policy, funds that are realized from the sale of Engine 1B will be used to offset the funding deficit and deposited into the Working Capital Reserve for Fire - Major Equipment. These additional funds will be used to offset the Deficit and in the future as a funding source to replace ongoing fleet requirements. Tanker #3 is a 2000 International & will be retained in the short term as a reserve apparatus to partially address our challenges with providing protection to Boblo Island.

6. CONSULTATIONS:

Administration has consulted the references provided in the 'Submission and References' and is satisfied with the services provided by Fort Garry Fire Trucks.

7. CONCLUSION:

The new Fire Apparatus will improve the reliability level of fire service to Amherstburg residents.



Bruce Montone
Fire Chief

bm/BM

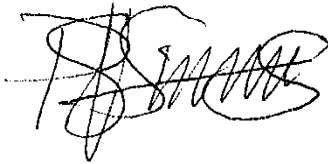
Report Approval Details

Document Title:	2022 Tanker firefighting Apparatus Tender Results.docx
Attachments:	
Final Approval Date:	May 4, 2022

This report and all of its attachments were approved and signed as outlined below:



Tracy Prince



Peter Simmons



Valerie Critchley



April 27, 2022

Ministry of Municipal Affairs and Housing
Office of the Minister
777 Bay Street, 17th Floor
Toronto, ON
M7A 2J3

Overview of Bill 109, More Homes for Everyone Act, 2022 – PLAN-23-22

Resolution No.2022-121

Moved by Councillor Clark

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report PLAN-2022-23 for information; and

THAT Council direct staff to prepare a resolution letter to be endorsed by Council, signed by the mayor, and sent to David Piccini, MPP and the Ministry of Municipal Affairs and Housing prior to April 29, 2022.

CARRIED.

Re: Bill 109: More Homes for Everyone Act

Dear Minister Clark,

This letter is in response to the request for feedback concerning Bill 109 in addition to the April 20, 2022 Information Session and Technical Overview for Bill 109 presented by the Ministry of Municipal Affairs and Housing.

It is acknowledged that housing affordability and availability is becoming a serious issue in the province of Ontario, however it is the concern of many that the proposed changes will not achieve the goals being set for expediting the housing project process.

Whereas the Township of Cramahe supports housing supply initiatives, especially initiatives that balanced and sustainable growth which is a key objective of its Strategic Plan, the Township of Cramahe and the Northumberland County Official Plans . Although all Municipalities are wanting to expediate housing project processes, it is difficult to see how the proposed changes are executing this goal responsibly.

Whereas municipalities, including the Township of Cramahe, are facing unprecedented development pressures, complex development files, and ongoing resource challenges on the heels of a global pandemic.

Corporation of the Township of Cramahe

P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430

Whereas the Province of Ontario through the Homes for Everyone Act, 2022 proposes to:

- enact legislation to refund application fees should certain planning approvals not be issued within prescribed timeframes;
- regulate the supporting materials necessary for a complete site plan application; and,
- to provide limitations on the types of subdivision conditions that can be imposed on development applications.

Now therefore be it resolved that while Council for the Township of Cramahe generally supports many of the revisions to provincial legislation to support increased housing supply, the Township of Cramahe respectfully objects to:

1. Refunding development application fees that would result in lost revenue for staff time spent on files, and which delays may not be attributed to a lack of staff resources on the file, but rather the result of increasingly complex matters that impact timeframes and are largely outside the control of municipal planning departments, including the quality and timeliness of application material by the applicant and/or their consulting team.
2. Prescribing the requirements for a complete site plan application. At the pre-consultation stage together with staff and agencies a detailed list of requirements for the complete site application is provided. Municipal and agency staff together with the applicant work well to scope the types of studies and level of detail through approved Terms of Reference, as required. This practice should be left to Municipalities, with appeal rights provided to the applicant under the *Planning Act*, should a dispute arise.
3. Limiting the types of conditions of approval for Draft Plans of Subdivision may impact staff and Councils' ability to appropriately respond to the unique and complex nature of development applications and to best protect the interests of the Municipality. The applicant has the right to appeal under the *Planning Act* should a dispute arise.

And further that that this resolution be circulated to David Piccini, MPP and through the Provincial commenting window for the More Homes for Everyone Act, 2022.

If you have any questions, please feel free to contact the undersigned.

Sincerely,



Mandy Martin
Mayor
Township of Cramahe
(905) 376-7241
mmartin@cramahe.ca

cc. Members of Council
David Piccini, MPP
Municipal Clerk

Corporation of the Township of Cramahe

P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430

April 20, 2022

Honourable Steve Clark, Minister of Municipal Affairs and Housing
Via Email

Re: Build it Right the First Time

Please be advised that Council for the Town of Halton Hills at its meeting of Monday, April 11, 2022, adopted the following Resolution:

Resolution No. 2022-0077

WHEREAS The Town of Halton Hills made a commitment through its Climate Change Emergency Resolution adopted in May 2019 to reach net-zero GHG emissions by the year 2030, which is consistent with the current scientific data indicating that this is required by all jurisdictions if we are to avoid catastrophic climate-related events;

AND WHEREAS Residential and commercial buildings account for 33% of the GHG emissions in Halton Hills;

AND WHEREAS The Town of Halton Hills is actively implementing its Low Carbon Transition Strategy and has committed millions of dollars in the current budget to upgrade energy efficiency in its corporate building stock;

AND WHEREAS The Town of Halton Hills has adopted its third upgraded iteration of its Green Development Standards to ensure that all new buildings are built above the current Ontario Building Code mandatory requirements;

AND WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building Code;

AND WHEREAS The greenhouse gas reduction targets set out in municipal climate Change strategies across the province will not be achievable without a commitment by the Provincial government to use this opportunity with respect to updates to Ontario Building Code to upgrade the energy efficiency of all new builds in line with other Provinces and the National Standards;

AND WHEREAS ensuring that all new buildings in the Province of Ontario are built to the highest energy efficiency means that they will not need expensive retrofits in the future and the cost of heating and cooling these buildings will be reduced from the moment they are first occupied;

AND WHEREAS the lack of strong energy efficiency standards in the current and proposed OBC have resulted in the costly development of local green development standards as individual municipalities are forced to negotiate energy upgrades as they strive to meet their GHG reduction goals (Halton Hills, Toronto, Whitby, Pickering, City of Waterloo);

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building code and the necessity of bold and immediate provincial action on climate change;

AND FURTHER THAT if the OBC is not upgraded to the National Model Building Code that municipalities be given the authority to adopt a higher level of energy efficiency consistent with the National Building Code;

AND FURTHER THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to Halton MPP's to the leaders of all Provincial political parties and to all Ontario Municipalities.

Attached for your information is a copy of Resolution No. 2022-0077.

If you have any questions, please contact Valerie Petryniak, Town Clerk for the Town of Halton Hills at valeriep@haltonhills.ca.

Sincerely,



Melissa Lawr
Deputy Clerk – Legislation

cc. Halton MPP's
leaders of all Provincial political parties
all Ontario municipalities



**THE CORPORATION
OF
THE TOWN OF HALTON HILLS**

Resolution No.: 2022-0077

Title: **Build it Right the First Time**

Date: April 11, 2022

Moved by: **Councillor J. Fogal**

Seconded by: **Mayor R. Bonnette**

Item No. 15.3

WHEREAS The Town of Halton Hills made a commitment through its Climate Change Emergency Resolution adopted in May 2019 to reach net-zero GHG emissions by the year 2030, which is consistent with the current scientific data indicating that this is required by all jurisdictions if we are to avoid catastrophic climate-related events;

AND WHEREAS Residential and commercial buildings account for 33% of the GHG emissions in Halton Hills;

AND WHEREAS The Town of Halton Hills is actively implementing its Low Carbon Transition Strategy and has committed millions of dollars in the current budget to upgrade energy efficiency in its corporate building stock;

AND WHEREAS The Town of Halton Hills has adopted its third upgraded iteration of its Green Development Standards to ensure that all new buildings are built above the current Ontario Building Code mandatory requirements;

AND WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building Code;

AND WHEREAS The greenhouse gas reduction targets set out in municipal climate Change strategies across the province will not be achievable without a commitment by the Provincial government to use this opportunity with respect to updates to Ontario Building Code to upgrade the energy efficiency of all new builds in line with other Provinces and the National Standards;

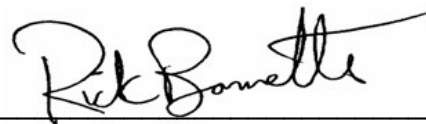
AND WHEREAS ensuring that all new buildings in the Province of Ontario are built to the highest energy efficiency means that they will not need expensive retrofits in the future and the cost of heating and cooling these buildings will be reduced from the moment they are first occupied;

AND WHEREAS the lack of strong energy efficiency standards in the current and proposed OBC have resulted in the costly development of local green development standards as individual municipalities are forced to negotiate energy upgrades as they strive to meet their GHG reduction goals (Halton Hills, Toronto, Whitby, Pickering, City of Waterloo);

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building code and the necessity of bold and immediate provincial action on climate change;

AND FURTHER THAT if the OBC is not upgraded to the National Model Building Code that municipalities be given the authority to adopt a higher level of energy efficiency consistent with the National Building Code;

AND FURTHER THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to Halton MPP's to the leaders of all Provincial political parties and to all Ontario Municipalities.

A handwritten signature in black ink, reading "Rick Bonnette". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Mayor Rick Bonnette



Montréal, Friday, March 25, 2022

Subject: International Day Against Homophobia and Transphobia, May 17, 2022

Hi,

Fondation Émergence's mission is to defend the rights of lesbian, gay, bisexual and trans (LGBTQ+) people. Each year, it organizes the International Day Against Homophobia and Transphobia (May 17), which was created by the Foundation for the first time in the world, in Quebec, in 2003. This day is now recognized nationally and internationally.

For last year's International Day Against Homophobia and Transphobia, Fondation Émergence sent a pride flag (rainbow) to every municipality in Quebec. For this year, we're trying to reach out to every municipality in Canada, this will send a stronger message to the government that the population stand with the LGBTQ+ community. We also invite you to adopt a resolution at City Council to mark this important day (see attached template in the email). Also, we invite you to send us a photo of the flag being raised (raja.dridi@fondationemergence.org), to make a mosaic of all the municipalities in Canada, which will be shared on our social networks.

In addition, we invite you to share this same photo on your social networks by identifying @journee17mai with the #may17mai so that your municipality radiates its inclusiveness throughout Canada.

If you do not have a flag in your possession, you can send us a request at the following email address: (raja.dridi@fondationemergence.org) with the complete address of the City Hall and we will be able to send you one at the price of only \$15.

Last year, several municipalities followed suit, so join us! [Map of Municipalities - May 17](#)

With your support, we continue to make history in Canada and internationally by taking a strong stand against homophobia and transphobia. Together, we can create a country that fully accepts sexual and gender diversity.

Yours sincerely

Laurent Breault
General Director



This document is a draft municipal resolution template for the recognition of May 17th as International Day Against Homophobia and Transphobia.
Please send a certified true copy to courrier@fondationemergence.

RESOLUTION OF THE MUNICIPAL COUNCIL

OF "Name of your municipality"

Date

Resolution No. "resolution number" - **International Day Against Homophobia and Transphobia**

WHEREAS the Quebec Charter of Human Rights and Freedoms recognizes that no one can be discriminated against on the basis of sexual orientation or gender identity or expression;

WHEREAS Quebec is a society open to everyone, including lesbian, gay, bisexual and trans people (LGBTQ+) and to all other people who identify with sexual diversity and the multiplicity of gender identities and expressions;

WHEREAS, despite recent efforts towards greater inclusion of LGBT people, homophobia and transphobia are still present in society.

WHEREAS May 17th is the International Day Against Homophobia and Transphobia, is celebrated as such in many countries and is the result of a Quebec-based initiative promoted by Fondation Émergence starting in 2003.

WHEREAS there is reason to support the efforts of Fondation Émergence in holding this day;

It is resolved to proclaim May 17 INTERNATIONAL DAY AGAINST HOMOPHOBIA AND TRANSPHOBIA and to recognize this day as such.

ADOPTED UNANIMOUSLY

Certified true copy

SIGNATURE

Name

Title



International Day Against
Homophobia and Transphobia



**TOWN OF AMHERSTBURG
AMHERSTBURG ENVIRONMENTAL ADVISORY COMMITTEE
MEETING**

ELECTRONIC PARTICIPATION

**Wednesday, April 13, 2022
6:00 PM**

MINUTES

PRESENT

Bille Gardner, Chair
Mitchel Dender
Hartt Goldman
Dan Laing
Brad Mailloux
John McDonald

Antonietta Giofu, Staff Liaison
Kevin Fox, Recording Secretary

ABSENT

Marolyn Morrison (Regrets)
Councillor Peter Courtney (Regrets)
Councillor Michael Prue (Regrets)

1.0 CALL TO ORDER

The Chair called the meeting to order at 6:03 p.m.

2.0 ROLL CALL

3.0 LAND ACKNOWLEDGMENT

The following land acknowledgment was read, “We will begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations (comprising the Ojibway, the Odawa, and the Potawatomie Peoples), and of the Huron-Wendat and Wyandot Peoples. We recognize the land as an expression of gratitude to those whose traditional territory we reside on, and a way of honouring the Indigenous people who have been living and thriving on the land since time immemorial. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island.”

4.0 DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

5.0 ADOPTION OF MINUTES OF PREVIOUS MEETING

Moved By D. Laing

Seconded By B. Mailloux

That the Minutes of February 9, 2022 BE ADOPTED as presented.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Mitchel Dender	X	
Hartt Goldman	Absent	Absent
Dan Laing	X	
Brad Mailloux	X	
John McDonald	X	
Councillor Peter Courtney	Absent	Absent
Councillor Michael Prue	Absent	Absent
Marolyn Morrison (VC)	Absent	Absent
Bille Gardner (CH)	X	

Motion Carried

6.0 DELEGATIONS

6.1 Invasive Species Updates for the Town of Amherstburg – Karen Alexander, Invasive Species Centre

Hartt Goldman entered the meeting at 6:20 p.m.

7.0 ORDER OF BUSINESS

7.1 Amherstburg Earth Day

7.2 Fossil Fuel Emissions Reduction

7.3 Anti-Idling Bumper Stickers

7.4 Charge Up Windsor-Essex County Program of Essex Powerlines

7.5 THRIVE Climate Change White Paper

7.6 Organics and Bio-solids Presentation – Town of Amherstburg

8.0 UNFINISHED BUSINESS

There were no unfinished business items.

9.0 NEW BUSINESS

There were no unfinished business items.

10.0 ADJOURNMENT

Moved By B. Mailloux

Seconded By J. McDonald

That the committee meeting ADJOURN at 7:52 p.m.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Hartt Goldman	X	
Dan Laing	X	
Brad Mailloux	X	
John McDonald	X	
Councillor Peter Courtney	Absent	Absent
Councillor Michael Prue	Absent	Absent
Marolyn Morrison (VC)	Absent	Absent
Bille Gardner (CH)	X	

Motion Carried

Committee Coordinator
Bille Gardner

Committee Coordinator
Kevin Fox



Co-An Park Committee Meeting Minutes

April 13, 2022 – Time 5:00 PM

Location: Co-An Park Office 11071 11th Concession Rd, McGregor, Ontario

Accessible formats or communication supports are available upon request. Please contact the Clerk's

Office at clerks@essex.ca or 519-776-7336 extension 1100 or 1101

Present:

Jim Meloche - Co-Chair Town of Essex Committee Member

Murray Sellars – Town of Amherstburg Committee Member

Kim Verbeek – Town of Essex Ward 2 Councillor

Leo Meloche – Deputy Mayor Town of Amherstburg

Jennie Lajoie – Town of Amherstburg Committee Member

Vacancy -Town of Amherstburg

Also Present:

Joanne Bissonnette – Secretary Treasurer for the Co-An Park

Jake Morassut – Town of Essex Mgr. Parks and Facilities

Regrets:

Jonathon Little – Town of Essex Committee Member

Christine McAgy – Chair -Town of Essex Committee Member

1. Call to Order

The Co-Chair called the meeting to order at 5:00 pm

2. Declarations of Conflict of Interest

There were no declarations of conflict of interest noted at this time

3. Adoption of Published Agenda

3.1 Co-An Park Committee Meeting Agenda for April 13, 2022

CAP 22-03-007

Moved by Deputy Mayor Leo Meloche

Seconded by Murray Sellars

That the published agenda for April 13, 2022, listed in Agenda item 3.1 for the

Co-An Park Committee Meeting be adopted as presented

Carried

4. Adoption of Minutes

4.1 Co-An Park Committee Meeting Minutes for February 9, 2022

CAP 22-03-008

Moved by Deputy Mayor Leo Meloche

Seconded by Councillor Kim Verbeek

That the minutes listed in Agenda item 4.1 for the Co-An Park Committee Meeting held February 9, 2022 be adopted as circulated

Carried

5. Old Business

5.1 Septic System

See Agenda November 10, 2021, Item 6.1; On the advice of Heaton Sanitation, Gary had put Root X in lines to stop growth and destroy existing roots – we will not know if this worked until optimal usage; Gary tried to dig to replace line from tank to office, he said too many roots and confirmed there is an existing PVC pipe.

Committee to monitor system noting Deputy Mayor Meloche has stated future growth of McGregor has included plans to expand water/waste system which will include the Co-An park and we should do all we can to maintain the present system in working order.

6. Reports from Administration

6.1 Costing Report – attached see CAP Costing report April 5, 2022

CAP 22-03-009

Moved by Deputy Mayor Leo Meloche

Seconded by Jennie Lajoie

That the CAP-Costing report, dated April 5, 2022, in both docx. and pdf formats presented in Agenda item 6.1 be received and approved for distribution **Carried**

7. Capital Budget

7.1 Committee discussed Items requested to be brought back for discussion – see Agenda dated November 24, 2021, item 5.2

7.1.1 Committee considering designating Diamond #3 as an accessible diamond but need information on accessibility regulations and related costs to add dug outs and player benches- committee requests item 7.1.1 be brought back for discussion once quotes are obtained.

7.1.1.1 Committee to also obtain quotes to install 1 – 2 sets of dug outs and player benches on either or both diamonds #4 and #5 in the 2022 season depending on costs. Requirements is surround fencing, ¼" clear gravel floor and galvanized steel roof.

7.1.2 Accessible picnic tables – Co-An Committee requests that letters be written to each of the town's accessibility committees requesting donation to cover two accessible picnic tables

7.1.3 New cooling unit for walk in cooler – Committee requests quotes on new and used units and to bring back for review

7.1.4 Tennis court gates – The committee noted with gratitude that gates have been installed through the winter by the Town of Essex

7.1.5 Red Clay – The Co-An committee wish to a lot \$6500 towards red clay, to be ordered and spread in fall

7.1.6 New Rubber Bases – The Co-An committee wish to purchase (2) sets of Rubber bases; Marco Clay has a purchase price of approximately \$350 each

7.1.7 Topcoat for Pathway – Jake Morassut to look into possible cost savings through pricing with another upcoming job in Harrow; will advise

CAP 22-03-010

Moved by Councillor Kim Verbeek

Seconded by Deputy Mayor Leo Meloche

That items discussed for purchase referenced in 7.1.1.1, 7.1.5, 7.1.6 and 7.1.7 be approved for purchase in the 2022 season **Carried**

8. New Business

8.1 Mug Run

CAP 22-03-011

Co-Chair put forth motion moved by Christine McAgy

Seconded by Councillor Kim Verbeek

That the Mug Run scheduled for September 17, 2022, be charged \$200 per Food vendor as well \$1.50 per patron for food rights **Carried**

8.2 Maidstone Family Games – Tentatively August 7, 2022

Co-An committee discussed offer to run bar for a Family game day but feel at this time they must turn down.

8.3 Concession Stand

CAP 22-03-012

Moved by Jennie Lajoie

Seconded by Deputy Mayor Leo Meloche

That the Co-An Concession stand will no longer carry ice and that all leagues to be advised that they should be prepared to have cold packs/ice on hand to be used when applicable; a first aid kit will still be available for public use in concession stand and that a cheese machine up to a value of \$350 may be purchased **Carried**

8.4 Essex Community Living Request

CAP 22-03-013

Moved by Murray Sellars

Seconded by Deputy Mayor Leo Meloche

That Community Living at their Multi-food vendor event slated for July 22, 2022, be allowed to have Food trucks at their event at a cost of \$50 per truck and trusting they consider the Co-An concession menu when choosing additional food vendors **Carried**

8.5 Essex County Steam and Gas Engine Museum Correspondence

Discussion took place regarding letters received from ECSGEM and Wildwood Golf and Resort regarding a 4-day talent show scheduled with the Windsor/Chatham Kennel Club on Labour Day weekend; they expect roughly 30 trailers/RVs as well as 3-4 security trailers and request to have overnight camping for the duration, noting they have insurance coverage, and this organization has club rules and are firm with

the use of leashes and picking up behind their pets; with consulting our chairman
replied that security

CAP 22-03-014

Moved by Murray Sellars

Seconded by Deputy Mayor Leo Meloche

That under advisement of Town administration it is recommended that the CO-An
Park not allow overnight camping **Carried**

8.6 Fundraising

Jennie Lajoie has requested that the Co-An park host a fundraising event to help
victims in the war-torn Ukraine. The event is scheduled for Sunday, August 28, 2022,
and will be a day of games "Play for Ukraine". Jennie was hoping to have a joint
venture between both towns possibly: Corn hole tournament, town verses town
baseball games or tug of war, etc. Jennie requested that everyone message park
secretary with ideas; Leo will work with Jennie to prepare a presentation for both
councils, as well seek a reputable contact or church to disburse funds once collected.

9. Adjournment

CAP 22-03-015


Moved by Deputy Mayor Leo Meloche

Seconded by Jennie Lajoie

That the regular meeting for the Co-An Committee be adjourned at 7:00 pm **Carried**

10. Future Meetings

Wednesday, May 11, 2022, 5:00 PM, Co-An Park Office



Christine McAgy - Chairman



Joanne Bissonnette – Secretary Treasurer

CO-AN Park -April 5, 2022

Funding Sources and Uses - Operations

	2022 Actual	2022 Budget	2022 Outstanding	2021 Actual	2020 Actual
<u>Municipal Funding</u>					
4030 Town of Amherstburg	\$ 21,000.00	\$ 20,000	-\$ 1,000	\$ 21,000	\$ 20,000
4020 Town of Essex	\$ 20,000.00	\$ 20,000	\$ -	\$ 21,000	\$ 20,000
	\$ -	\$ -	\$ -		\$ 1,400
2654 Town of Amherstburg -Capital	\$ -		\$ -		\$ 2,640
2654 Town of Essex - Capital	\$ -		\$ -		\$ 2,640
Total Municipal Funding	\$ 41,000	\$ 40,000	-\$ 1,000	\$ 42,000	\$ 46,680
1060 Prior Year Surplus/(Deficit)	\$ 597	\$ 132	\$ 597	\$ 2,027	\$ 5,007
<u>User Fees & Other Revenue</u>					
4460 Equipment sold (Pulverizer)	\$ -	\$ -	\$ -	\$ -	\$ -
4425 Banner Advertising	\$ -	\$ -	\$ -	\$ -	\$ -
Food Rights Sold	\$ -	\$ 1,200	\$ 1,200	\$ -	\$ -
4450 Donations	\$ -	\$ -	\$ -		\$ 3,000
4445 Fund Raising Events	\$ -	\$ -	\$ -	\$ -	\$ -
4040 User fees / Baseball	\$ -	\$ 8,910	\$ 8,910	\$ 3,798	\$ 30
4205 Events -Family Reunions/Organizations	\$ 250	\$ 1,375	\$ 1,125	\$ 2,150	\$ -
4200 Events - Jack n Jills	\$ 1,400	\$ 3,600	\$ 2,200	\$ -	\$ -
4430 Insurance - Town of Essex Rider	\$ -	\$ 725	\$ 725	\$ 581	\$ 170
4201 Events - Heater	\$ -	\$ -	\$ -	\$ -	\$ -
4240 Rubber Base Revenue	\$ -	\$ 630	\$ 630	\$ 600	\$ -
4230 Set Up Fees	\$ -	\$ 2,820	\$ 2,820	\$ 1,101	\$ 70
4040 User Fees / Soccer	\$ -	\$ 2,100	\$ 2,100	\$ -	\$ -
4040 User Fees / Tennis	\$ -	\$ 100	\$ 100	\$ -	\$ -
4420 Appreciation Day	\$ -	\$ 8,500	\$ 8,500	\$ -	\$ -
4210 Events - Baseball Tournaments	\$ -	\$ 1,875	\$ 1,875	\$ -	\$ -
Total User Fees & Other Revenue	\$ 1,650	\$ 31,835	\$ 30,185	\$ 8,230	\$ 3,270
<u>Concession Stand Revenue</u>					
4220 Pop stand	\$ -	\$ -	\$ -	\$ -	\$ -
Total Concession Stand Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Sources	\$ 43,247	\$ 71,967	\$ 29,782	\$ 52,257	\$ 54,957

	2022 Actual	2022 Budget	2022 Outstanding	2021 Actual	2020 Actual
<u>Operational Expenses</u>					
<u>Contracted Services</u>					
5720 Park Maintenance Wage	\$ -	\$ 23,900	\$ 23,900	\$ 23,900	\$ 23,900
Insurance	\$ -	\$ 1,100	\$ 1,100	\$ 1,031	\$ 1,031
5784 Office Wage	\$ 5,800	\$ 17,500	\$ 11,700	\$ 17,500	\$ 17,500
Total Contract Services	\$ 5,800	\$ 42,500	\$ 36,700	\$ 42,431	\$ 42,431
<u>Concession Stand Expenses</u>					
5755 Pop Stand - repairs, maintenance	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -
Total Concession Stand Expenses	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -
<u>Materials, Supplies & Services</u>					
5615 Advertising	\$ -	\$ -	\$ -	\$ -	\$ -
5620 Bank fees	\$ 33	\$ 132	\$ 99	\$ 132	\$ 131
5630 Baseball Diamonds - supplies	\$ -	\$ 750	\$ 750	\$ 220	
5625 Building Maintenance - supplies/repairs	\$ -	\$ 2,000	\$ 2,000	\$ 440	\$ 2,834

5626 Building Maintenance - due to vandalism	\$ -	\$ -	\$ -	\$ -	\$ -
5645 Co-An Appreciation Day	\$ -	\$ 7,500	\$ 7,500	\$ -	\$ -
5730 Equipment Vehicle - Fuel & repair	\$ -	\$ 1,200	\$ 1,200	\$ 1,180	\$ 114
5890 Waste Collection fees	\$ -	\$ 1,150	\$ 1,150	\$ 214	\$ 124
5680 Grounds, parking lot, landscape	\$ -	\$ 500	\$ 500	\$ 124	
5685 Insurance - Town of Essex Rider (Recoverable)	\$ -	\$ 725	\$ 725	\$ 581	\$ 170
5695 Janitorial supplies	\$ -	\$ 1,100	\$ 1,100	\$ 281	
5755 Pop Stand - tank rental	\$ -	\$ 125	\$ 125	\$ 125	\$ 125
5700 Office supplies/Admin expenses	\$ 164	\$ 1,500	\$ 1,336	\$ 307	\$ 1,211
5781 Sanitation	\$ -	\$ -	\$ -	\$ 373	
4200 Security deposits reimbursed	\$ -	\$ 1,025	\$ 1,025	\$ 525	
5630 Soccer field - supplies	\$ -	\$ 750	\$ 750		
5790 Utilites	\$ 1,215	\$ 9,500	\$ 8,285	\$ 5,192	\$ 4,848
Total Materials, Supplies & Services	\$ 1,412	\$ 27,957	\$ 26,545	\$ 9,694	\$ 9,557

Total Operating Expenses	\$ 7,212	\$ 71,957	\$ 64,745	\$ 52,125	\$ 51,988
Operating Surplus/(Deficit)	\$ 36,035	\$ 10	-\$ 34,963	\$ 132	\$ 2,969

Capital Funding & Reserves

Municipal Contributions

		In Trust	In Trust	In Trust
Town of Amherstburg - 2021 Reserve	\$ 14,889	\$ 14,889		26,592
Town of Essex - 2021 Reserve	\$ 14,889	\$ 14,889		26,592
Town of Amherstburg - 2022 Reserve	\$ -	\$ 15,000	14,889	
Town of Essex - 2022 Reserve	\$ -	\$ 15,000	14,889	
Total Reserve Contributions	\$ 29,778	\$ 59,778	29,778	53,184

Grants

		\$ -	\$ -	\$ -
Total Funds Held in Reserve	\$ 29,778	\$ 59,778	\$ 29,778	\$ 53,184

Break Down of RBC Account

Fundraising Held @ RBC	
Rubber Base Held @ RBC	
Operating Funds balance - Held @ RBC	\$ 36,035
Total Estimated held at RBC @ 4/05/22	\$ 36,035
Total held in Trust @ 4/05/22	\$ 29,778

Co-An Park
5 Year Forecast - Capital Expense

SCHEDULE "A"

April 13, 2022

Annual Capital - Co-AN Budget	Description of Requirements	Estimated Expense	Projected Capital Monetary Requirements				
			Actual 2021	Proposed 2022	2023	Beyond 2024	Accum.
Baseball Diamonds	Update player benches/Add Dug Outs Dia #4, Dia #5	\$ -		\$ 30,000			
Baseball Diamonds	Add storage boxes per diamond	\$ -					
Baseball Diamonds	New boards on back stops, fix side wings	\$ -					
Baseball Diamonds	Top Dressing for diamonds (Red Clay) Annually	\$ 5,000		\$ 6,500			
Baseball Diamonds	New Rubber bases	\$ 400		\$ 700			
Concession Equipment	Indoor fridges,coolers, exhaust fan	\$ -					
Pavilion	Picnic tables	\$ -					
Pavilion	New Walk in cooler	\$ -		\$ 2,500			
Perimeter Fencing	Replace Western perimeter fence	\$ 23,000	\$ 23,404				
Sidewalks, Walkways	Pathway - needs rubberized surface	\$ 1,625		\$ 1,625			
Speaker System	Stage /pavilion system	\$ -					
Washrooms	Update walls (tile), new ceiling	\$ -					
Forecast Capital - ADD TO TOWN MASTER PLAN (Large capital expenditures)							
Splash Pad/Change Rooms	Splash Pad/Change Rooms						
Soccer	Land purchase,acreage east of park, site preparation						
Soccer	New courts, bleachers, benches, parking						
New Playground Structure	Playground /Senior activity area						
Floor Hockey Court	Floor Hockey court, have paved area need fencing						
Basket ball court	Basket ball court, fencing and hoops						
Baseball Diamonds	Lights on Diamond #1						
Baseball Diamonds	Replace lights/towers on Dia#3						
Baseball Diamonds	Dug Outs (6 Diamonds)						
Slo Pitch Batting Cage	Recoverable expenditure with user fees						
Concession Stand	Facility upgrade - flooring, windows,doors, cabinets						
Running/Walking Track	Running/Walking Track						
Septic System	Need replacing in next ten years						
Skate Board Park	Skate Board park						
Parking Lot(s)	Pave Parking Lot, painted lines						
Pylon Sign	New Road sign						
Tennis Courts	Upgrade court surface when needed						
Total Forecasted /Annual 2021 Capital Requirement		\$ 30,025	\$ 23,404	\$ 41,325			

2022 Allocated Thus Far | \$ 41,325

Capital alloted in 2020

Balance Capital Funding previous years - Town of Amherstburg	\$ 11,591	\$ 53,182	
Balance Capital Funding previous years - Town of Essex	\$ 11,591	\$ (23,404)	
2021 Capital Funding - Town of Essex	\$ 15,000	\$ 29,778	Balance at Year End Dec 31, 2021
2021 Capital funding -Town of Amherstburg	\$ 15,000	\$30,000	2022 Capital Funding from Towns
Total Capital Available for 2021 Projects	\$ 53,182	\$ 59,778	Capital Available for 2022 Projects
		\$ (41,325)	2022 Allocated expense
		\$ 18,453	Balance for 2022



**TOWN OF AMHERSTBURG
HERITAGE COMMITTEE MEETING
ELECTRONIC PARTICIPATION
Thursday, April 14, 2022
5:30 PM**

MINUTES

PRESENT

Simon Chamely, Chair
Shirley Curson-Prue, Vice Chair
Robert Honor
Jennie Lajoie
Stephanie Pouget-Papak

Councillor Patricia Simone

Clint Robertson, Heritage Planner
Kevin Fox, Recording Secretary

ABSENT

1.0 CALL TO ORDER

The Chair called the meeting to order at 5:32 p.m.

2.0 ROLL CALL

3.0 DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

No disclosures of pecuniary interest were noted.

4.0 LAND ACKNOWLEDGMENT

The following land acknowledgment as read, “We will begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations (comprising the Ojibway, the Odawa, and the Potawatomie Peoples), and of the Huron-Wendat and Wyandot Peoples. We recognize the land as an expression of gratitude to those whose traditional territory we reside on, and a way of honouring the Indigenous people who have been living and thriving on the land since time immemorial. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island.”

5.0 MINUTES OF THE PREVIOUS MEETING

5.1 Heritage Committee Minutes of February 17, 2022

Moved By Councillor Simone

Seconded By S. Curson-Prue

That the Heritage Committee Meeting Minutes of February 17, 2022 BE ADOPTED as presented.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Robert Honor	X	
Jennie Lajoie	X	
Stephanie Pouget-Papak	X	
Councillor Patricia Simone	X	
Shirley Curson-Prue (VC)	X	
Simon Chamely (CH)	X	

Motion Carried

6.0 DELEGATIONS

6.1 106 Gore Street – Antonio Neves and Tyler Knight, Tank Development Group

(Item 7.1 was called brought forward to be addressed at the same time)

Moved By J. Lajoie

Seconded By Councillor Simone

That the rules of order BE WAIVED to allow Roger Hudson to speak.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Robert Honor	X	
Jennie Lajoie	X	
Stephanie Pouget-Papak	X	
Councillor Patricia Simone	X	
Shirley Curson-Prue (VC)	X	
Simon Chamely (CH)	X	

Motion Carried

Moved By Councillor Simone

Seconded By J. Lajoie

That:

- 1. The request to demolish 106 Gore Street BE ENDORSED; and,**
- 2. 106 Gore Street BE RECOMMENDED for removal from the Heritage Register.**

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Robert Honor	X	
Jennie Lajoie	X	
Stephanie Pouget-Papak		X
Councillor Patricia Simone	X	
Shirley Curson-Prue (VC)		X
Simon Chamely (CH)	X	

Motion Carried

Moved By S. Curson-Prue

Seconded By J. Lajoie

That consideration of the endorsement of the Site Plan development concept BE DEFERRED to the next Heritage Committee meeting.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Robert Honor	X	
Jennie Lajoie	X	
Stephanie Pouget-Papak	X	
Councillor Patricia Simone	X	
Shirley Curson-Prue (VC)	X	
Simon Chamely (CH)	X	

Motion Carried

6.2 Riverview Apartments Proposal – Brandon Munro, BairdAE

(Item 7.2 was brought forward to be addressed at the same time)

Moved By J. Lajoie

Seconded By Councillor Simone

That the proposed development concept in relation to the Site Plan Approval Process for Riverview Apartments BE ENDORSED.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Robert Honor	X	
Jennie Lajoie	X	
Stephanie Pouget-Papak	X	
Councillor Patricia Simone	X	
Shirley Curson-Prue (VC)	X	
Simon Chamely (CH)	X	

Motion Carried

7.0 ORDER OF BUSINESS

- 7.1 106 Gore Street – Request to Demolish, Remove from Heritage Register and Site Plan Development Concept
- 7.2 Proposed Development at Brunner Ave and Sandwich Street North
- 7.3 24 Sandwich Street South – Addition to the Heritage Register and Notice of Intention to Designate

Moved By

Seconded By

That:

1. The statement of cultural heritage value or interest and the list of heritage attributes for 24 Sandwich Street South BE ENDORSED; and,
2. The statement of cultural heritage value or interest and the list of heritage attributes for 24 Sandwich Street South BE PROVIDED to Council with the Heritage Committee’s recommendations to publish a Notice of Intention to designate the property.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Robert Honor	X	
Jennie Lajoie	X	
Stephanie Pouget-Papak	X	
Councillor Patricia Simone	X	
Shirley Curson-Prue (VC)	X	
Simon Chamely (CH)	X	

Motion Carried

7.4 Heritage Plaques

8.0 CORRESPONDENCE

8.1 Community Heritage Ontario Newsletter – Winter 2022

9.0 UNFINISHED BUSINESS

There were no unfinished business items.

10.0 NEW BUSINESS

There were no new business items.

11.0 ADJOURNMENT

Moved By J. Lajoie

Seconded By R. Honor

That the Heritage Committee ADJOURN at 6:50 p.m.

The Chair put the Motion.

	Yes/Concur	No/Not Concur
Robert Honor	X	
Jennie Lajoie	X	
Stephanie Pouget-Papak	X	
Councillor Patricia Simone	X	
Shirley Curson-Prue (VC)	X	
Simon Chamely (CH)	X	

Motion Carried

Committee Chair
Simon Chamely

Recording Secretary
Kevin Fox



**TOWN OF AMHERSTBURG
DRAINAGE BOARD
Tuesday, May 3, 2022
6:00 PM**

MINUTES

PRESENT

Allan Major, Vice-Chair
Anthony Campigotto
Bob Pillon
Brad Laramie
Shane McVitty, Drainage Superintendent &
Engineering Coordinator
Nicole Humber, Recording Secretary
Kevin Fox, Policy and Committee Coordinator

ABSENT

Bob Bezaire, Chair

CALL TO ORDER

The Vice-Chair called the meeting to order at 6:00 p.m.

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

4. The Chair read the following land acknowledgement:

“We will begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations (comprising the Ojibway, the Odawa, and the Potawatomie Peoples), and of the Huron- Wendat and Wyandot Peoples. We recognize the land as an expression of gratitude to those whose traditional territory we reside on, and a way of honouring the Indigenous people who have been living and thriving on the land since time immemorial. We value the significant historical and contemporary contributions of local and regional First Nations and all of the Original Peoples of Turtle Island.”

5. **MINUTES OF PREVIOUS MEETING**

Bob Pillon moved, Anthony Campigotto seconded;

That:

The minutes of the previous meeting BE ADOPTED:

1. Drainage Board Meeting Minutes – April 5, 2022

Motion Carried

6. **CONSIDERATION OF FINAL DRAINAGE REPORT**

6.1 **Bridges Over The 7th Concession Drain North**

Marvel Hormiz, P.Eng from RC Spencer Associates Inc. provided an overview of the project and the purpose of the engineers report. Mr. Hormiz explained that his firm was appointed to complete a drainage report according to a Section 78 request that the Town received from a landowner. Mr. Hormiz stated that his report recommends the installation of two new access culverts and the replacement of three existing culverts. Mr. Hormiz further stated that the report also addresses six existing access bridges for the purposes of their future maintenance or replacement. Mr. Hormiz noted that there are nine existing culverts on this drain, two of them being roadway crossings. Mr. Hormiz indicated that his report does not provide any allowances for crop or

property damage. The estimate for the report including construction costs and incidental fees is \$234,700.00.

Vice-Chair Allan Major asked if any landowners had any questions.

The Board heard from:

- Pat Beadow – 7101 Concession 7 S

Mr. Beadow questioned the wording of the report as it relates to the repositioning of his culvert. Mr. Beadow asked for clarification, wondering if the culvert was to be positioned along the road or culvert center line.

Mr. Hormiz indicated that the center line that Mr. Beadow was referring to would be the center line of the driveway.

Mr. Beadow noted that the previous ditch cleaning over the years has resulted in the culvert bottom now being higher than the bottom of the ditch. He asked if it would be beneficial to install a larger culvert in place when the existing culvert is replaced.

Mr. Hormiz stated that the current culvert size is sufficient for the drain, and that Mr. Beadow's replacement culvert would actually be installed on the grade of the drain, but also lower than his current culvert due to embedment requirements.

Vice-Chair Allan Major asked if the Board members had any questions.

The Board heard from:

Board Member Anthony Campigotto indicated that in the engineer's report Culvert # 7 is noted to be undersized but in good condition. He further noted that the report recommends that the culvert could be replaced at the Drainage Superintendent's discretion in the future if the culvert fails or if there are water management issues. Mr. Campigotto asked why the culvert is not being recommended for immediate replacement if it is undersized and before there are water management issues.

Mr. Hormiz stated that the culvert has been there for a number of years and there has not been any issues relating to flow or water management, therefore he did not see the need to replace the culvert at this time.

Anthony Campigotto moved, Brad Laramie seconded;

That:

- 1. The engineer's report, prepared by RC Spencer Associates Inc. on March 28, 2022 for the Bridges Over The 7th Concession Drain North BE RECEIVED;**
- 2. The engineer's report for the Bridges Over The 7th Concession Drain North BE CONSIDERED; and,**
- 3. The PROVISIONAL ADOPTION of By-law 2022-052 of the engineer's report for the Bridges Over The 7th Concession Drain North BE BROUGHT to the next Regular Council meeting for Council's consideration.**

Motion Carried

7. New Business

7.1 Engineering Appointment – Ong Drain

Shane McVitty gave a brief overview of his report for the Ong Drain engineering appointment. Mr. McVitty indicated that the Town received a request from a landowner to replace an existing concrete span bridge with a wider access culvert. He added that the landowner has expressed concern with the narrow width of the existing bridge and road shoulder, which presents difficulties in accessing his property. Mr. McVitty advised the Board that his report recommends the appointment of Rood Engineering Inc. to prepare the engineer's report as Mr. Rood has completed previous works for the Ong Drain.

Vice-Chair Allan Major asked if the Board members had any questions.

The Board heard from:

Board Member Anthony Campigotto stated that based on his site visit he understood where the landowner was coming from with his request, as the existing bridge is quite narrow and the ditch is rather deep. He added that he would support the engineering appointment.

Mr. McVitty agreed with Mr. Campigotto's statement and indicated that the Ong Drain is a large drain located in the southern area of the Municipality. He added that a wider bridge would provide a more serviceable access.

Bob Pillon moved, Brad Laramie seconded;

That:

- 1. The report from the Drainage Superintendent and Engineering Coordinator dated April 13, 2022, regarding the Ong Drain – Engineering Appointment BE RECEIVED;**
- 2. The Drainage Board recommend that Council ACCEPT the request from Brad and Lindy Paquette for the replacement of an existing access bridge over the Ong Drain per Section 78 of the Drainage Act; and,**
- 3. The Drainage Board recommend that the appointment of the firm of Rood Engineering Inc. to complete a report per Section 78 of the Drainage Act for the repair and improvement to the Ong Drain BE APPROVED by Council.**

Motion Carried

8. NEXT MEETING DATE

Tuesday, May 17, 2022 @ 6:00 p.m.

9. ADJOURNMENT

Bob Pillon moved, Brad Laramie seconded;

That:

The Board rise and adjourn at 6:16 p.m.

Vice-Chair – Allan Major

Staff Liaison – Shane McVitty

MUNICIPAL DRAINAGE REPORT
BRIDGES OVER THE 7TH CONCESSION DRAIN NORTH
IN THE TOWN OF AMHERSTBURG



RC SPENCER ASSOCIATES INC.
Consulting Engineers

Windsor: 800 University Avenue W. – Windsor ON N9A 5R9

Leamington: 18 Talbot Street W. – Leamington ON N8H 1M4

Chatham-Kent: 49 Raleigh Street – Chatham ON N7M 2M6

28 March 2022

Mayor and Municipal Council
Corporation of the Town of Amherstburg
271 Sandwich St. S
Amherstburg, Ontario N9V 2A5

Re: Bridges Over the 7th Concession Drain North
In the Town of Amherstburg
Project No. 19-955

Mayor and Municipal Council:

1.0 AUTHORIZATION

In accordance with your instructions under Section 78 of the Drainage Act, we have prepared the following report that provides for the installation of two new farm and access culverts, and the replacement of three existing access culverts. We have also provided designs, specifications and assessment provisions for the remaining culverts within the 7th Concession Drain North for when their replacement is required in the future. Accordingly, the firm of RC Spencer Associates Inc. has performed all the necessary surveys, investigations, etc., and we report thereon as follows.

2.0 DRAINAGE HISTORY

The 7th Concession Drain North is an existing open municipal drain. A review of the records indicates that the last major work of repair and improvement of the 7th Concession Drain North was carried out under a report prepared by William J. Settingington dated 24 July 1981. Under that report, the entire length of the drain was repaired and improved by means of brushing and cleaning out of the accumulated sediment, as well as the replacement of two access culverts within the drain.

Prior to the 1981 report, a report was prepared by WM. J. Settingington dated 15 April 1968. That report provided for the repair and improvement of the drain by means of cleaning the drain in accordance with the accompanying plan and profile, as well as lowering a culvert to suit the profile.

Prior to the 1968 report, a report was prepared by C. G. R. Armstrong dated 31 October 1961. That report provided for the repair and improvement of the drain by means of cleaning the drain in accordance with the accompanying plan and profile, as well as lowering a culvert to suit the profile.

Prior to the 1961 report, a report was prepared by C. G. R. Armstrong dated 19 May 1952. That report provided for the repair and improvement of the drain by means of cleaning the drain in accordance with the accompanying plan and profile, as well as lowering a culvert to suit the profile. The report also recommended for the restoration of a cobble stone headwall on one of the culverts within the drain.

Prior to the 1952 report, a report was prepared by J. J. Newman dated 3 June 1940. The report provided for the repair and improvement of the drain by means of deepening the drain in accordance with the accompanying plan and profile.

Prior to the 1940 report, a report was prepared by Alex Baird dated 16 February 1918. The report provided for the repair and improvement of the drain by means of cleaning, enlarging, deepening, extending and otherwise improving the drain.

Prior to the 1918 report, a report was prepared by Alex Baird dated 23 January 1908. The report provided for the construction of the 7th Concession Drain North in accordance with the accompanying plan and profile.

3.0 SITE MEETING

After reviewing the drainage information and the previous Engineer's reports on the drain, a virtual on-site meeting was held on 29 January 2021 with the landowners in the watershed. The need for the repair and improvement of the existing culverts and new installation of culverts within the 7th Concession Drain North was discussed. A summary of the on-site meeting is included in Appendix 'C'. Any owner wishing to meet the engineer on-site after the virtual meeting were accommodated.

4.0 INSPECTION AND SURVEY

Our survey and examination along the entire length of the 7th Concession Drain North was carried out in April 2021. The survey comprised the recording of topographic data and examining all of the culverts within the drain. Various landowners were met on-site to discuss their farm or access culverts.

We commenced our survey at the most downstream culvert (Culvert No. 1), which is the road crossing under Alma Street in the Town of Amherstburg. We then proceeded upstream to the head of the drain (approximately 2730m) along the 7th Concession Road.

5.0 WATERSHED DESCRIPTION

The watershed of the 7th Concession Drain North is irregular in shape and has a drainage area of approximately 287 Ha (709 Ac) upstream of Culvert No. 1. A number of municipal drains and private tributary drains, both tile and open, convey surface and subsurface flows to the 7th Concession Drain North.

There are three different soil types within the watershed. The proportions of different soil groups within the watershed are as follows:

Burford Loam – Shallow Phase – 4%

Brookston Clay Loam – 28%

Brookston Clay – 68%

Overall, the soils within the 7th Concession Drain North watershed are categorised as Hydrologic Soil Group (HSG) 'D'. This category of soils is classified to have very slow infiltration rates when thoroughly wetted. This means that in a heavy rainfall event, the majority of storm water is conveyed as overland flow. The topography of the drainage area is generally flat, with the bottom gradient of the drain ranging between 0.07% to 0.29%. The lands in the drainage area are comprised largely of agricultural properties with several residential properties.

6.0 EXISTING CONDITIONS

All of the road crossings and access culverts were visually examined during the course of our survey. Our assessment identified the conditions of each culvert and which ones will require immediate replacement.

Specific culvert numbers have been designated for ease of reference between the report, specifications and the drawings. Stations provided for the culvert locations refer to the ends of the culvert. The locations, dimensions, condition and use of each culvert are as follows:

Culvert No. 1: Station 2+727.6 to 2+736.3 – Alma Street

Culvert No. 1 at Alma Street consists of an 8.7 m length of an open bottom cast-in-place concrete box culvert with a span of 3.02 m and a height of 3.15 m. End treatment for this culvert consists of cast-in-place headwalls. This concrete box culvert has several cracked, delaminated and spalled areas and will need to be monitored by the Municipality for future repair or replacement. The culvert provides sufficient hydraulic capacity, and its invert elevations conform to the design gradeline of the open drain.

Culvert No. 2: Station 2+343.2 to 2+351.9 – Parcel No. 19

Culvert No. 2 being an 8.7 m length (6.3 m driveway width) of 1500 mm diameter Corrugated Steel Pipe (CSP), provides access to Parcel No. 19. There is visible rusting in the bottom half of this culvert; however, the steel has not rusted through completely. There is also a deflection at the top of the pipe, which could have occurred during the installation of the culvert. The culvert is in fair structural condition and consists of stable vertical concrete jute bag end treatment. The culvert provides sufficient hydraulic capacity, and its invert elevations conform to the design gradeline of the open drain. This culvert is a legal part of the municipal drain as shown in previous historical reports.

Culvert No. 3: Station 2+253.3 to 2+261.2 – Parcel No. 18

Culvert No. 3 being a 7.9 m length (6.0 m driveway width) of 1500 mm diameter Corrugated Steel Pipe (CSP), provides access to Parcel No. 18. This culvert is in fair structural condition; however, the vertical concrete jute bag end treatment has deteriorated beyond repair. The culvert provides sufficient hydraulic capacity; however, its invert elevations are higher than the design gradeline of the open drain, causing ponding upstream. This culvert is a legal part of the municipal drain as shown in previous historical reports.

Culvert No. 5: Station 1+474.4 to 1+494.4 – County Road 18

Culvert No. 5 at County Road 18 consists of a 20.0 m length of Structural Plate Corrugated Steel Pipe Arch (CSPA) with a span of 2230 mm and height of 1700 mm. The culvert is in good structural condition and consists of stable cast-in-place headwalls. The culvert provides sufficient hydraulic capacity, and its invert elevations conform to the design gradeline of the open drain.

Culvert No. 6 (Primary Culvert): Station 0+666.8 to 0+680.0 – Parcel No. 31

Culvert No. 6 being a 13.2 m length (4.5 m driveway width) of 1000 mm diameter Corrugated Steel Pipe (CSP), with sloping rip-rap end treatment is the primary culvert that provides access to Parcel No. 31. The existing culvert provides sufficient hydraulic capacity; however, the culvert is deteriorated beyond repair and warrants replacement to current design standards. This culvert is a legal part of the municipal drain as shown in previous historical reports.

Culvert No. 7 (Secondary Culvert): Station 0+604.3 to 609.3 – Parcel No. 31

Culvert No. 7 being a 5.0 m length (4.7 m driveway width) of 750 mm diameter Corrugated Steel Pipe (CSP), is the secondary culvert that provides access to Parcel No. 31. End treatment for this culvert consists of cast-in-place headwalls. The existing culvert is undersized, in good structural condition and the invert elevations conform to the design gradeline of the open drain. This culvert is a legal part of the municipal drain as shown in previous historical reports.

Culvert No. 9: Station 0+254.4 to 0+266.6 – Parcel No. 11

Culvert No. 9 being a 12.2 m length (6.0 m driveway width) of 900 mm diameter Corrugated Steel Pipe (CSP) with sloping rip-rap end treatment, provides access to Parcel No. 11. The existing culvert provides sufficient hydraulic capacity; however, the culvert is deteriorated beyond repair and warrants

replacement to current design standards. This culvert is a legal part of the municipal drain as shown in previous historical reports.

Culvert No. 10: Station 0+202.6 to 0+216.8 – Parcel No. 12

Culvert No. 10 being a 14.2 m length (9.0 m driveway width) of 900 mm diameter Corrugated Steel Pipe (CSP) with sloping rip-rap end treatment, provides access to Parcel No. 12. The culvert is in good structural condition and provides sufficient hydraulic capacity. Its invert elevations conform to the design gradeline of the open drain. Our assessment of the records provided shows that this culvert has no legal status under the provisions of the Drainage Act and is not part of the 7th Concession Drain North since there has been no mention of the culvert in the historical reports.

Culvert No. 11: Station 0+035 to 0+089.3 – Parcel No. 10

Culvert No. 11 being a 54.3 m length (7.0 m driveway width) of 800 mm diameter Corrugated Steel Pipe (CSP) with sloping rip-rap end treatment, provides access and lawn piping to Parcel No. 10. The culvert is in good structural condition and provides sufficient hydraulic capacity. Its invert elevations conform to the design gradeline of the open drain. The driveway culvert is a legal part of the municipal drain as shown in previous historical reports. The culvert was extended at some point after the 1981 report to enclose the drain along the property. Our assessment of the records provided shows that this lawn piping has no legal status under the provisions of the Drainage Act and is not part of the 7th Concession Drain North since there has been no mention of it in the historical reports.

7.0 LANDOWNER REQUEST

The owner of Parcel No. 31 submitted a Section 78 request for the repair and improvement of the primary culvert that provides access to their property. Discussions were held with the owner about driveway width and other culvert specifications. The on-site inspection and survey showed that the culvert has deteriorated beyond repair and is in need of replacement. This culvert has been designated as Culvert No. 6.

The owner of Parcel No. 18 indicated during the on-site meeting that the concrete jute bag headwalls are failing at the culvert providing access to their property. The on-site inspection and survey confirmed that the headwalls at this culvert are failing and require replacement. A meeting with the owners was held to discuss the sizing and replacement of their culvert. This culvert is designated as Culvert No. 3.

The owner of Parcel No. 43 has requested the installation of a new access culvert to provide access to their property. A meeting was held with the owner to discuss the sizing and location of the new culvert. The owner has elected to install the new culvert at Station 1+828 to 1+843.5. This culvert is designated as Culvert No. 4.

The owner of Parcel No. 30 has requested the installation of a new farm culvert to provide access to their property. Sizing and location of the new culvert was discussed with the property owner. The owner has elected to install the new culvert at Station 0+493.5 to 0+506.0. This culvert is designated as Culvert No. 8.

The owner of Parcel No. 11 indicated during the on-site meeting that the access culvert providing access to their property has deteriorated and requires a replacement. The on-site inspection and survey confirmed that this culvert is deteriorated beyond repair and requires replacement. This culvert is designated as Culvert No. 9.

8.0 RECOMMENDATIONS

Based on our review of the history, the information obtained during the on-site meeting, subsequent discussions with the landowners and the Town, a review of the survey data and our detailed analysis and designs, we recommend the following:

- a) That proper sediment control measures be implemented during construction.
- b) The provision of a schedule of assessment for the work recommended under this report on the 7th Concession Drain North.
- c) The provision of a schedule of assessment for the cost of any future works of repair and/or maintenance carried out on the farm and access culverts in the 7th Concession Drain North.
- d) We recommend that these works be done and the related costs be assessed under the provisions of the Drainage Act.
- e) We have completed a detailed hydrological analysis of the watershed and examination of each culvert in the 7th Concession Drain North. Our findings and the works recommended at each site are as follows:

Culvert No. 1: Station 2+727.6 to 2+736.3 – Alma Street

We recommend that the 8.7 m length of an open bottom cast-in-place concrete box culvert with a span of 3.02 m and a height of 3.15 m providing for a road crossing at Alma Street remains in the drain at this time. We recommend that the culvert be monitored by the Municipality for its structural condition. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out by the Town of Amherstburg. We recommend that the future replacement structure matches the size of the existing concrete box culvert.

Culvert No. 2: Station 2+340.0 to 2+355.5 – Parcel No. 19

We recommend that the 8.7 m length of 1500 mm diameter Corrugated Steel Pipe (CSP) providing access to Parcel No. 19 remains in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out as a work of future maintenance. We recommend that the future replacement structure, sized to a 10-year flow rate, consist of a 15.5 m length (standard 6.0 m driveway width) of 1500 mm diameter Corrugated Steel Pipe (CSP) with a 125x25 mm corrugation profile and 2.8 mm wall thickness, installed at 10% embedment with sloping rip-rap end treatment.

Culvert No. 3: Station 2+249.7 to 2+264.7 – Parcel No. 18

We recommend that the 7.9m length of 1500 mm diameter Corrugated Steel Pipe (CSP) providing access to Parcel No. 18 be replaced immediately. We recommend that the replacement structure, sized to a 10-year flow rate, consist of a 15.0 m length (standard 6.0 m driveway width) of 1500 mm diameter Corrugated Steel Pipe (CSP) with a 125x25 mm corrugation profile and 2.8 mm wall thickness, installed at 10% embedment with sloping rip-rap end treatment.

Culvert No. 4: Station 1+828 TO 1+843.5 – Parcel No. 43

We recommend that a new culvert be installed to provide access to Parcel No. 43. The owner of this access culvert requested to lengthen the culvert to provide an additional 1.5 m to the driveway width. Therefore, we recommend that the new structure, sized to a 10-year flow rate, consists of a 15.5 m length (7.5 m driveway width) of 1400 mm diameter Corrugated Steel Pipe

(CSP) with a 125x25 mm corrugation profile and 2.8 mm wall thickness, installed at 10% embedment. Culvert end treatment shall consist of sloping rip-rap erosion protection.

Culvert No. 5: Station 1+474.4 to 1+494.4 – County Road 18

We recommend that the 20.0 m length of Structural Plate Corrugated Steel Pipe Arch (CSPA) with a span of 2230 mm and height of 1700 mm providing for a road crossing at County Road 18 remain in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out by the County of Essex. We recommend that the future replacement structure matches the size of the existing Corrugated Steel Pipe Arch.

Culvert No. 6 (Primary Culvert): Station 0+666.5 to 0+680.5 – Parcel No. 31

We recommend that the 13.2 m length of 1000 mm diameter Corrugated Steel Pipe (CSP) with sloping rip-rap end treatment being the primary culvert providing access to Parcel No. 31 be removed and replaced immediately. The owner of this access culvert requested to lengthen the culvert to provide an additional 0.5 m to the driveway width. Therefore, we recommend that the replacement structure, sized to a 10-year flow rate, consist of a 14.0 m length (6.5 m driveway width) of 1000 mm diameter Corrugated Steel Pipe (CSP) with a 68x13 mm corrugation profile and 2.0 mm wall thickness, installed at 10% embedment. Culvert end treatment shall consist of sloping rip-rap erosion protection.

Culvert No. 7 (Secondary Culvert): Station 0+604.3 to 0+609.3 – Parcel No. 31

We recommend that the 5.0m length of 750 mm diameter Corrugated Steel Pipe (CSP) with cast-in-place headwalls being the secondary culvert providing access to Parcel No. 31 remain in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out as a work of future maintenance. Should the existing 750 mm diameter CSP cause hydraulic problems and/or flooding in the future, replacement of this culvert will be carried out as a work of maintenance. When, the Drainage Superintendent is of the opinion that the culvert requires replacement for structural and/or hydraulic/flooding reasons, the Drainage Superintendent has authority to arrange for the replacement of this access culvert. We recommend that the replacement structure, sized to a 10-year flow rate, consist of a 12.5 m length (standard 6.0 m driveway width) of 1000 mm diameter Corrugated Steel Pipe (CSP) with a 68x13 mm corrugation profile and 2.0 mm wall thickness, installed at 10% embedment. Culvert end treatment shall consist of sloping rip-rap erosion protection.

Culvert No. 8 – Station 0+493.5 to 0+506.0 – Parcel No. 30

We recommend that a new access culvert be installed to provide access to Parcel No. 30. We recommend that the new structure, sized to a 10-year flow rate, consist of a 12.5 m length (standard 6.0 m driveway width) of 1000 mm diameter Corrugated Steel Pipe (CSP) with a 68x13 mm corrugation profile and 2.0 mm wall thickness, installed at 10% embedment. Culvert end treatment shall consist of sloping rip-rap erosion protection.

Culvert No. 9 – Station 0+254.5 to 0+267.0 – Parcel No. 11

We recommend that the 12.2 m length of 900 mm diameter Corrugated Steel Pipe (CSP) with sloping rip-rap end treatment providing access to Parcel No. 11 be removed and replaced immediately. We recommend that the replacement structure, sized to a 10-year flow rate, consist of a 12.5 m length (standard 6.0 m driveway width) of 900 mm diameter smooth wall

High Density Polyethylene (HDPE) Pipe with 320 kPa pipe stiffness, installed at 10% embedment. Culvert end treatment shall consist of sloping rip-rap erosion protection.

Culvert No. 10 – Station 0+202.5 to 0+217.5 – Parcel No. 12

We recommend that the 14.2m length of 900 mm diameter Corrugated Steel Pipe (CSP) with sloping rip-rap end treatment providing access to Parcel No. 12 remain in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, repair or replacement of this culvert will be carried out as a work of future maintenance. A standard replacement structure, sized to a 10-year flow rate, would consist of a 12.5 m length (6.0 m driveway width) of 900 mm diameter smooth wall High Density Polyethylene (HDPE) Pipe with 320 kPa pipe stiffness, installed at 10% embedment. Culvert end treatment shall consist of sloping rip-rap erosion protection. If the future replacement of this structure maintains the existing 9.0 m driveway width, assessment shall be made at the blended rate shown in Section 15.0 – Future Maintenance.

Culvert No. 11 – Stations 0+035 to 0+089.3 – Parcel No. 10

We recommend that the 54.3m length of 800 mm diameter Corrugated Steel Pipe (CSP) with sloping rip-rap end treatment providing for access and lawn pipe to Parcel No. 10 remain in the drain at this time. When the structural condition of the culvert and lawn piping becomes inadequate in the future, repair or replacement will be carried out as a work of future maintenance. A standard replacement structure, sized to a 10-year flow rate, would consist of a 12.0 m length (6.0 m driveway width) of 750 mm diameter smooth wall High Density Polyethylene (HDPE) Pipe with 320 kPa pipe stiffness, installed at 10% embedment. Culvert end treatment shall consist of sloping rip-rap erosion protection. If the future replacement of this structure maintains the existing 7.0 m driveway width and lawn piping, assessment shall be made at the blended rate shown in Section 15.0 – Future Maintenance.

- f) We recommend that all the culverts in the 7th Concession Drain North be formally incorporated as part of the municipal drain and be maintained by the Town of Amherstburg and the County of Essex for Culvert No. 5.

9.0 DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the proposed culvert replacement and new culvert installation. There is a set of 8 drawings showing:

- a) A watershed plan indicating the drainage area boundary for the 7th Concession Drain North;
- b) A profile drawing of the municipal drain;
- c) Culvert No. 3 Details;
- d) Culvert No. 4 Details;
- e) Culvert No. 6 Details;
- f) Culvert No. 8 Details;
- g) Culvert No. 9 Details;
- h) Future Culvert Replacements.

Attached as **Appendix 'B'** are:

- a) **'Special Provisions'** for the construction which set out specifications and construction details for the various aspects of the required works to be conducted under this report;

- b) 'General Specifications for Open Drains'; and,
- c) 'Environmental Protection Special Provisions'.

Appendix 'C' contains the 'Record of On-site Meeting'.

Appendix 'D' contains 'Correspondence' held with the Essex Region Conservation Authority (ERCA) and the Fisheries and Oceans Canada (DFO).

10.0 DESCRIPTION OF PROPOSED WORK

The proposed work on the 7th Concession Drain North consists of the following:

- 1) The removal and replacement of an existing culvert (Culvert No. 3) with sloping rip-rap end treatment at Station 2+249.7 to 2+264.7.
- 2) The installation of a new access culvert (Culvert No. 4) with sloping rip-rap end treatment between at Station 1+828 to 1+843.5.
- 3) The removal and replacement of an existing culvert (Culvert No. 6) with sloping rip-rap end treatment at Station 0+666.5 to 0+680.5.
- 4) The installation of a new farm culvert (Culvert No. 8) with sloping rip-rap end treatment at Station 0+493.5 to 0+506.0.
- 5) The removal and replacement of an existing culvert (Culvert No. 9) with sloping rip-rap end treatment at Station 0+254.5 to 0+267.0.

11.0 ALLOWANCES

We have not provided any allowances under Section 29 of the Drainage Act as the culverts will be located within the limits of the existing municipal drain. Also, we have not included any allowances under Section 30 of the Drainage Act for damages to lands and crops (if any) caused by the construction and repair and improvement of the farm and access crossings and the operation of equipment as all excess materials will be hauled off-site and no crops are involved.

12.0 ESTIMATE OF COSTS

Our estimate of the total cost of the proposed work, including the cost of the engineer's report and all incidental expenses, is made up as follows:

1. Culvert No. 3 – Parcel No. 18

- | | |
|---|---------------------|
| a) Remove and dispose of existing access culvert and end wall materials including their disposal off-site. | \$ 3,000.00 |
| b) Earth excavation and grading. | \$ 1,700.00 |
| c) Supply and install 15.0 m of 1500 mm diameter Aluminized (Type II) Corrugated Steel Pipe (CSP) with a 2.8 mm wall thickness and a 125 x 25 mm corrugation profile. | \$ 14,475.00 |
| d) Supply, place and compact all 20-25 mm clear stone material for pipe bedding, being approximately 11 tonnes. | \$ 385.00 |

e) Supply, place and compact all granular 'B' (Type II) backfill, being approximately 350 tonnes.	\$ 10,500.00
f) Supply, place and compact 150mm thick granular 'A' material for driveway surface, being approximately 34 tonnes.	\$ 1,020.00
g) Restore road, driveway and grassed areas to pre-existing conditions. Disturbed drain banks to be restored with seeding and mulching.	\$ 1,500.00
h) Supply and install a total of approximately 70 square metres of quarried rock erosion protection (150 mm – 300 mm) on the drain banks at both ends of culvert pipe, approximately 300 mm in depth including all required excavation, disposal of surplus materials, and placement of Terrafix 270R or equal geotextile non-woven filter fabric.	\$ 4,200.00
i) Traffic Control	\$ 1,000.00
j) Construct, maintain during construction, and remove clay earth dams, bypass pump and silt fencing including dewatering.	\$ 1,500.00
SUB TOTAL FOR CULVERT NO. 3	\$ 39,280.00

2. Culvert No. 4 – Parcel No. 43

a) Removal of existing brush and trees (approximately 5 cedar trees) including stumps, and strip topsoil from drain banks and bottom including their off-site disposal.	\$ 2,000.00
b) Earth excavation and grading.	\$ 1,700.00
c) Supply and install 15.5 m of 1400 mm diameter Aluminized (Type II) Corrugated Steel Pipe (CSP) with a 2.8 mm wall thickness and a 125 x 25mm corrugation profile.	\$ 13,950.00
d) Supply, place and compact all 20-25 mm clear stone material for pipe bedding, being approximately 11.5 tonnes.	\$ 400.00
e) Supply, place and compact all granular 'B' (Type II) backfill material, being approximately 295 tonnes.	\$ 8,850.00
f) Supply, place and compact 150mm thick granular 'A' material for 7.5 m wide driveway surface, being approximately 34 tonnes.	\$ 1,020.00
g) Restore road, driveway and grassed areas to pre-existing conditions. Disturbed drain banks to be restored with seeding and mulching.	\$ 1,500.00
h) Supply and install a total of approximately 55 square metres of quarried rock erosion protection (150 mm – 300 mm) on the drain banks at both ends of culvert pipe, approximately 300 mm in depth including all required excavation, disposal of surplus materials, and placement of Terrafix 270R or equal geotextile non-woven filter fabric.	\$ 3,300.00
i) Traffic Control	\$ 1,000.00

j) Construct, maintain during construction, and remove clay earth dams, bypass pump and silt fencing including dewatering.	\$ 1,500.00
SUB TOTAL FOR CULVERT NO. 4	\$ 35,220.00

3. Culvert No. 6 – Parcel No. 31

a) Remove and dispose of existing access culvert and end wall materials including their disposal off-site.	\$ 3,000.00
b) Earth excavation and grading.	\$ 1,500.00
c) Supply and install 14.0 m of 1000 mm diameter Aluminized (Type II) Corrugated Steel Pipe (CSP) with a 2.0 mm wall thickness and a 68 x 13 mm corrugation profile.	\$ 9,100.00
d) Supply, place and compact all 20-25 mm clear stone material for pipe bedding, being approximately 7.5 tonnes.	\$ 265.00
e) Supply, place and compact all granular 'B' (Type II) backfill material, being approximately 215 tonnes.	\$ 6,450.00
f) Supply, place and compact all granular 'A' material for driveway surface, being approximately 25 tonnes.	\$ 750.00
g) Restore road, driveway and grassed areas to pre-existing conditions. Disturbed drain banks to be restored with seeding and mulching.	\$ 1,500.00
h) Supply and install a total of approximately 40 square metres of quarried rock erosion protection (150 mm – 300 mm) on the drain banks at both ends of culvert pipe, approximately 300 mm in depth including all required excavation, disposal of surplus materials, and placement of Terrafix 270R or equal geotextile non-woven filter fabric.	\$ 2,400.00
i) Traffic Control	\$ 1,000.00
j) Construct, maintain during construction, and remove clay earth dams, bypass pump and silt fencing including dewatering.	\$ 1,500.00
SUB TOTAL FOR CULVERT NO. 6	\$ 27,465.00

4. Culvert No. 8 – Parcel No. 30

a) Removal of existing brush and trees (if any) including stumps, and strip topsoil from drain banks and bottom including their off-site disposal.	\$ 2,000.00
b) Earth excavation and grading.	\$ 1,500.00
c) Supply and install 12.5 m of 1000 mm diameter Aluminized (Type II) Corrugated Steel Pipe (CSP) with a 2.0 mm wall thickness and a 68 x 13 mm corrugation profile.	\$ 8,750.00
d) Supply, place and compact all 20-25 mm clear stone material for pipe bedding, being approximately 7.5 tonnes.	\$ 265.00

e) Supply, place and compact all granular 'B' (Type II) backfill material, being approximately 175 tonnes.	\$ 5,250.00
f) Supply, place and compact all granular 'A' material for road base, being approximately 25 tonnes.	\$ 750.00
g) Restore road, driveway and grassed areas to pre-existing conditions. Disturbed drain banks to be restored with seeding and mulching.	\$ 1,500.00
h) Supply and install a total of approximately 40 square metres of quarried rock erosion protection (150 mm – 300 mm) on the drain banks at both ends of culvert pipe, approximately 300 mm in depth including all required excavation, disposal of surplus materials, and placement of Terrafix 270R or equal geotextile non-woven filter fabric.	\$ 2,400.00
i) Traffic Control	\$ 1,000.00
j) Construct, maintain during construction, and remove clay earth dams, bypass pump and silt fencing including dewatering.	\$ 1,500.00
SUB TOTAL FOR CULVERT NO. 8	\$ 24,915.00

5. Culvert No. 9 – Parcel No. 11

a) Remove and dispose of existing access culvert and end wall materials including their disposal off-site.	\$ 2,500.00
b) Earth excavation and grading.	\$ 1,500.00
c) Supply to site 12.5 m of 900 mm diameter Poly-tite High Density Polyethylene (HDPE) Pipe with a 320kpa pipe stiffness.	\$ 6,815.00
d) Supply, place and compact all 20-25 mm clear stone material for pipe bedding, being approximately 7 tonnes.	\$ 245.00
e) Supply, place and compact all granular 'B' (Type II) backfill material, being approximately 175 tonnes.	\$ 5,250.00
f) Supply, place and compact all granular 'A' material for driveway surface, being approximately 25 tonnes.	\$ 750.00
g) Restore road, driveway and grassed areas to pre-existing conditions. Disturbed drain banks to be restored with seeding and mulching.	\$ 1,500.00
h) Supply and install a total of approximately 40 square metres of quarried rock erosion protection (150 mm – 300 mm) on the drain banks at both ends of culvert pipe, approximately 300 mm in depth including all required excavation, disposal of surplus materials, and placement of Terrafix 270R or equal geotextile non-woven filter fabric.	\$ 2,400.00
i) Traffic Control	\$ 1,000.00
i) Construct, maintain during construction, and remove clay earth dams, bypass pump and silt fencing including dewatering.	\$ 1,500.00
SUB TOTAL FOR CULVERT NO. 9	\$ 23,460.00

SUB TOTAL FOR CONSTRUCTION	\$ 150,340.00
H.S.T. ON CONSTRUCTION (1.76% NET)	\$ 2,645.00
TOTAL FOR CONSTRUCTION – (including net H.S.T.)	\$ 152,985.00
 <u>INCIDENTALS</u>	
Survey, report, estimate, specifications and drawings	\$ 49,500.00
Contract administration and inspection	\$ 20,000.00
Cost portion of ERCA Permit fee	\$ 800.00
Contingency allowance	\$ 10,000.00
SUBTOTAL FOR INCIDENTALS	\$ 80,300.00
H.S.T. ON INCIDENTALS (1.76% NET)	\$ 1,415.00
TOTAL FOR INCIDENTALS (including net H.S.T.)	\$ 81,715.00
 TOTAL ESTIMATED COST	 \$ 234,700.00

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

13.0 UTILITIES

It may become necessary to temporarily or permanently relocate utilities that may conflict with the construction recommended under this report. If this occurs, in accordance with Section 26 of the Drainage Act, we assess any relocation cost against the public utility having jurisdiction. Under Section 69 of the Drainage Act, the public utility is at liberty to do the work with its own forces, but if it should not exercise this option within a reasonable length of time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

14.0 ASSESSMENT

Under the Drainage Act, assessments against individual properties are normally comprised of three (3) assessment components:

- i. *Benefit (advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain).*
- ii. *Outlet Liability (part of cost required to provide outlet for lands and roads).*
- iii. *Special Benefit (additional work or feature that may not affect function of the drain).*

We have assessed the estimated costs against the affected lands and roads as listed in Schedule 'A-1' under "Value of Special Benefit," "Value of Benefit" and "Value of Outlet." Schedule 'A-1' relates to the estimated cost of the construction recommended in this report. Schedule 'A-2' attached to this report is to be used to assess future maintenance costs and will not be levied at this time.

The Special Benefit assessments shown in Schedule 'A-1' were derived as follows:

1. Culvert No. 1 – Alma Street

An engineering and overhead cost of \$ 4,500 plus HST of \$ 79 for the hydrological analysis and assessment provisions of the report for the future maintenance of Culvert No. 1 has been assessed at 100% against the Town of Amherstburg as owner of Alma Street, as shown in Schedule 'A-1'.

2. Culvert No. 2 – Parcel No. 19

An engineering and overhead cost of \$ 4,500 plus HST of \$ 79 for the hydrological analysis, design and assessment provisions of the report for the future maintenance of Culvert No. 2 has been assessed at 50% as a Special Benefit against Parcel No. 19, as shown in Schedule 'A-1'. The remaining 50% has been assessed to the lands and roads upstream of this access crossing as Outlet assessments.

3. Culvert No. 3 – Parcel No. 18

The cost of replacing Culvert No. 3 is estimated at \$ 39,280 plus HST of \$ 691. The engineering, inspection and overhead costs associated with this culvert replacement are \$ 10,660 plus HST of \$ 188. Therefore, the total estimated cost of the access culvert replacement is \$ 50,819. The replacement of this access culvert is necessary as the culvert invert is above the existing drain bottom causing ponding of water and the headwalls are failing beyond repair, which poses a safety concern to the use of the access crossing. The estimated cost of this work is assessed at 50% against the adjoining property (Parcel No. 18) as a Special Benefit, as shown in Schedule 'A-1'. The remaining 50% shall be assessed as Outlet only against the lands and roads upstream of this access crossing that drain through it.

4. Culvert No. 4 – Parcel No. 43

The cost of the installation of a new access culvert (Culvert No. 4) is estimated at \$ 35,220 plus HST of \$ 620. The engineering and inspection costs associated with this new access culvert installation is \$ 10,660 plus HST of \$ 188. Therefore, the total estimated cost of the access culvert replacement is \$ 46,688. Since this access culvert is a new installation, the estimated cost of this work is assessed at 100% against the adjoining property (Parcel No. 43) as a Special Benefit, as shown in Schedule 'A-1'.

5. Culvert No. 5 – County Road 18

An engineering and overhead cost of \$ 4,500 plus HST of \$ 79 for the hydrological analysis and assessment provisions of the report for the future maintenance of Culvert No. 5 has been assessed at 100% as a Special Benefit against the County of Essex as owner of County Road 18, as shown in Schedule 'A-1'.

6. Culvert No. 6 – Parcel No. 31

The cost of replacing Culvert No. 6 is estimated at \$ 27,465 plus HST of \$ 483. The engineering, inspection and overhead costs associated with this culvert replacement is \$ 10,660 plus HST of \$ 188. Therefore, the total estimated cost of the access culvert replacement is \$ 38,796. The replacement of this access culvert is necessary since it has deteriorated beyond repair. Since the owner of this culvert has chosen to widen the driveway by an extra 0.5m (6.5m driveway width total), the estimated cost of this work is assessed at 62% against the adjoining property (Parcel

No. 31) as a Special Benefit, as shown in Schedule 'A-1'. The Special Benefit was calculated based upon 60% rate for the estimated cost of a standard access culvert (6.0 m wide driveway) and 100% rate for the estimated cost of any additional length used to widen the driveway. The remaining 38% shall be assessed as Outlet only against the lands and roads upstream of this access crossing that drain through it.

7. Culvert No. 7 – Parcel No. 31

Culvert No. 7 is the second crossing providing access to Parcel No. 31. Since this is a secondary crossing, an engineering and overhead cost of \$ 4,500 plus HST of \$ 79 for the hydrological analysis, design and assessment provisions of the report for the future maintenance of Culvert No. 7 has been assessed at 100% as a Special Benefit against Parcel No. 31. This cost is shown under "Section D - Privately Owned – Agricultural Lands (Non-Grantable)" of Schedule 'A-1' as per ADIP policy 2.3-h-I-i, *"For every drain, every agricultural property is entitled to one drain crossing. Any additional crossing on this property will not be eligible for grant."*

8. Culvert No. 8 – Parcel No. 30

The cost of the installation of a new access culvert (Culvert No. 8) is estimated at \$ 24,915 plus HST of \$ 438. The engineering, inspection and overhead costs associated with this new access culvert installation is \$ 10,660 plus HST of \$ 188. Therefore, the total estimated cost of the access culvert replacement is \$ 36,201. Since this access culvert is a new installation, the estimated cost of this work is assessed at 100% against the adjoining property (Parcel No. 30) as a Special Benefit. This cost is shown under "Section D - Privately Owned – Agricultural Lands (Non-Grantable)" of Schedule 'A-1' as per ADIP policy 2.3-h-I-ii, *"any new crossing required as a result of any lot severance that occurred after 28 July 2004 is not eligible for grant."*

Outlet costs for engineering of downstream culverts and their replacements are eligible for grant. The outlet costs assessed to Parcel No. 30 are shown under "Section C - Privately Owned – Agricultural Lands (Grantable)" of Schedule 'A-1'.

9. Culvert No. 9 – Parcel No. 11

The cost of replacing Culvert No. 9 is estimated at \$ 23,460 plus HST of 413. The engineering, inspection and overhead costs associated with this culvert replacement is \$ 10,660 plus HST of \$ 188. Therefore, the total estimated cost of the access culvert replacement is \$ 34,721. The replacement of this access culvert is necessary since it has deteriorated beyond repair. The estimated cost of this work is assessed at 60% against the adjoining property (Parcel No. 11) as a Special Benefit, as shown in Schedule 'A-1'. The remaining 40% shall be assessed as Outlet only against the lands and roads upstream of this access crossing that drain through it.

10. Culvert No. 10 – Parcel No. 12

An engineering and overhead cost of \$ 4,500 plus HST of \$ 79 for the hydrological analysis, design and assessment provisions of the report for the future maintenance of Culvert No. 10 has been assessed at 60% as a Special Benefit against Parcel No. 12, as shown in Schedule 'A-1'. The remaining 40% has been assessed to the lands and roads upstream of this access crossing as Outlet assessments.

11. Culvert No. 11 – Parcel No. 10

An engineering and overhead cost of \$ 4,500 plus HST of \$ 79 for the hydrological analysis, design and assessment provisions of the report for the future maintenance of Culvert No. 11 has been assessed at 60% as a Special Benefit against Parcel No. 10, as shown in Schedule 'A-1'. The remaining 40% has been assessed to the lands and roads upstream of this access crossing as Outlet assessments.

When determining “Outlet” assessments, factors such as area draining from each property, land use, impervious areas, storm water management facilities and other factors are considered. “Outlet” assessments are based upon the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments.

We consider the engineering costs associated with sizing and design of future culverts to be non-proratable. All other items of work recommended in this report shall be pro-ratable items of work for the purposes of levying the actual final assessments.

15.0 FUTURE MAINTENANCE

All of the access culverts, farm crossings and road crossings recommended or described in this report are a part of the 7th Concession Drain North Drainage Scheme for the purpose of future maintenance of the drainage works. We recommend that the future works of repair and maintenance of the culverts be carried out by the Town of Amherstburg for Culverts No. 1 to 4 and No. 6 to 11, and by the County of Essex for Culvert No. 5. These costs are to be assessed as described in the following paragraphs.

Schedule ‘A-2’ represents all of the lands and roads that drain through Culvert No. 2. When calculating the outlet assessments for the cost of maintaining a particular culvert, only the properties or proportions of properties that drain through the culvert shall be assessed and the remainder of the properties shall be eliminated from the schedule prior to prorating the outlet assessments. The Outlet assessments shown in Schedule ‘A-2’ are each based upon an arbitrary amount of \$ 10,000.

Culverts No. 2 to 4 and 6 to 11 are access culverts in the Town of Amherstburg. The cost of maintaining or replacing these culverts are assessed in the proportions outlined in the table below. Culverts No. 1 and 5 are road crossings. The cost of maintaining or replacing these culverts are assessed 100% against the respective Road Authority (Town of Amherstburg or County of Essex) as noted in the table below.

The owner of Parcel No. 43 has chosen to extend their driveway an extra 1.5 m to provide a 7.5 m wide access. Therefore, the Special Benefit is calculated as a blended rate based upon 50% rate for a standard width access culvert and 100% rate for the estimated cost of extending the culvert 1.5 m.

Parcel No. 31 has two access culverts serving this parcel of land. Culvert No. 6 is considered the primary access culvert, which the owner has chosen to extend the driveway width by an extra 0.5m (6.5m driveway width total). The costs of replacing it in this report and any future replacement or maintenance will be assessed 62% against the adjoining property (Parcel No. 31) as a Special Benefit, as shown in Schedule ‘A-1’. The Special Benefit was calculated based upon 60% rate for the estimated cost of a standard access culvert (6.0 m wide driveway) and 100% rate for the estimated cost of any additional length used to widen the driveway. The remaining 38% shall be assessed as Outlet only against the lands and roads upstream of this access crossing that drain through it. Culvert No. 7 is considered to be a secondary access culvert and any costs associated with replacement and future maintenance of this access culvert will be assessed 100% as “Special Benefit” to the adjoining landowner.

Parcel No. 12 has an access culvert (Culvert No. 10) that provides for a 9.0 m wide driveway. If the owner of this parcel maintains the existing driveway width for a future maintenance or replacement, the Special Benefit shall be at the blended rate shown below. The Special Benefit was calculated based upon 60% rate for the estimated cost of a standard access culvert (6.0 m wide driveway) and 100% rate for the estimated cost of any additional length used to widen the driveway.

Parcel No. 10 has a 7.0 m wide driveway and lawn piping extending to the limits of the property. The Special Benefit is calculated as a blended rate based upon 60% rate for the estimated cost of a standard access culvert (6.0 m wide driveway) and 100% rate for the estimated cost of any additional length used for a widened driveway and lawn piping.

The division between Special Benefit and Outlet Assessment for the future maintenance of each access culvert, farm crossing or road crossing shall be as follows:

Culvert No.	Type	Owner(s) / Parcel No.	Special Benefit	Outlet
1	Road Crossing	TOWN OF AMHERSTBURG	100%	0%
2	Access Crossing	Parcel No. 19	50%	50%
3	Access Crossing	Parcel No. 18	50%	50%
4	Access Crossing	Parcel No. 43	54%	46%
5	Road Crossing	COUNTY OF ESSEX	100%	0%
6	Primary Access Crossing	Parcel No. 31	62%	38%
7	Secondary Access Crossing	Parcel No. 31	100%	0%
8	Access Crossing	Parcel No. 30	60%	40%
9	Access Crossing	Parcel No. 11	60%	40%
10	Access Crossing	Parcel No. 12	66%	34%
11	Access Crossing and Lawn Piping	Parcel No. 10	89%	11%

16.0 FISHERIES ISSUES

The Federal Fisheries Act requires that no deleterious substances be introduced to fish habitat and that there be no net loss of fish habitat as a result of any undertaking. Any activities that may introduce deleterious substances or result in loss of fish habitat may require a permit from the Minister of Fisheries, Oceans and the Canadian Coast Guard.

A self-assessment of the project has been completed and an application for a DFO review was submitted. A DFO review was completed and a copy of the DFO review response is included in Appendix 'D'. To avoid and mitigate the potential for serious harm to fish, DFO recommends implementation of the measures listed below:

- Plan in-water works, undertakings and activities to respect timing windows to protect fish and fish habitat (March 15 to July 15).
- Capture, relocate and monitor for fish trapped within isolated, or enclosed areas.
- If required, screen intakes pipes to prevent entrainment or impingement of fish. Use code of practise for water intake screens.
- If required, apply the interim code of practice for temporary cofferdams and diversion channels.
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity.

- Limit access to banks or areas adjacent to waterbodies.
- Construct access points and approaches perpendicular to the watercourse or waterbody.
- Re-vegetate the disturbed area with native species suitable for the site.
- Restore stream geomorphology (i.e., restore the bed and banks, gradient and contour of the waterbody) to its initial state.
- Develop and implement a Sediment Control Plan to minimize sedimentation of the waterbody during all phases of the work, undertaking or activity.
 - Schedule work to avoid wet, windy and rainy periods (and heed weather advisories).
 - Inspect and regularly maintain the erosion and sediment control measures and structures during all phases of the project.
 - Monitor the watercourse to observe signs of sedimentation during all phases of the work, undertaking or activity and take corrective action.
- Do not deposit any deleterious substances in the watercourse.
- Develop and implement a response plan to avoid a spill of deleterious substances.

Provided that the above measures are followed by the Contractor, DFO is of the view that the proposed work will not result in serious harm to fish or prohibited effects on listed aquatic species at risk. As such, an authorization under the Fisheries Act or a permit under the Species at Risk Act are not required.

The Contractor will be responsible to meet the other requirements of federal, provincial and municipal agencies. In addition, the Environmental Specifications attached to this report provides appropriate avoidance and mitigation measures for the Contractor to adhere to.

17.0 ENVIRONMENTAL REQUIREMENTS

Construction involved with the replacement and new installation of the farm and access culverts must comply with the “Environmental Protection Special Provisions” in Appendix ‘B’, the “Town of Amherstburg Mitigation Plan” and “Species at Risk Act”, which will be provided during Tender period.

The Essex Region Conservation Authority has completed a preliminary review and are in support of the proposed works. Correspondence with ERCA is attached in Appendix ‘D’. A permit is required from ERCA and will be provided to the Contractor prior to construction.

18.0 GRANTS

In accordance with the provisions of Sections 85, 86 and 87 of the Drainage Act, a grant in the amount of 33–1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. There are assessed properties that are privately owned lands used for agricultural purposes and are eligible for grant under the A.D.I.P. policies in the 7th Concession Drain North watershed. We recommend that application be made to the Ontario Ministry of Agriculture, Food and Rural Affairs in accordance with Section 88 of the Drainage Act, for this grant, as well as for all other grants for which this work may be eligible.

Although there are agricultural properties identified as “grantable” in the assessment schedules, which may qualify for agricultural grant from the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) according to current ADIP policies, it should be noted that there is no guarantee that the grant will be approved by OMAFRA or that the grants will be available in the future. Any denial of grant from OMAFRA could result in the recuperation of the grant amount from the affected lands.

All of which is respectfully submitted.

RC SPENCER ASSOCIATES INC.

PREPARED BY:

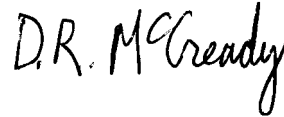


Marvel Hormiz, P.Eng.

Designated Engineer
28 March 2022



REVIEWED BY:



Dennis McCready, P. Eng.

Review Engineer
28 March 2022



APPENDIX 'A'

SCHEDULES OF ASSESSMENT

SCHEDULE A-1 - Schedule of Assessment for Construction

SCHEDULE A-2 - Schedule of Assessment for Future Maintenance of Culverts

**BRIDGES OVER THE 7TH CONCESSION DRAIN NORTH
TOWN OF AMHERSTBURG**

**SCHEDULE A-1
SCHEDULE OF ASSESSMENT FOR CONSTRUCTION
7TH CONCESSION DRAIN NORTH
TOWN OF AMHERSTBURG**

A) MUNICIPAL ROADS									
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT	
1	South Side Road	-	0.810	Town of Amherstburg	\$ -	\$ 2,240.00	\$ -	\$ 2,240.00	
2	7th Concession Road	-	6.400	Town of Amherstburg	\$ -	\$ 7,103.00	\$ -	\$ 7,103.00	
4	Alma Street	-	1.078	Town of Amherstburg	\$ -	\$ -	\$ -	\$ -	
3	County Road 18	-	2.536	County of Essex	\$ -	\$ 1,277.00	\$ -	\$ 1,277.00	
Total Affected Lands (Hectares)			10.824						
Total Assessment on Municipal Roads					\$ -	\$ 10,620.00	\$ -	\$ 10,620.00	

B) SPECIAL NON-PRORATABLE - MUNICIPAL ROADS									
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT	
4	Alma Street	-	0.000	Town of Amherstburg	\$ -	\$ -	\$ 4,579.00	\$ 4,579.00	
3	County Road 18	-	0.000	County of Essex	\$ -	\$ -	\$ 4,579.00	\$ 4,579.00	
Total Affected Lands (Hectares)			0.000						
Total Assessment on Special Non-Proratable - Municipal Roads					\$ -	\$ -	\$ 9,158.00	\$ 9,158.00	

C) PRIVATELY OWNED - NON-AGRICULTURAL LANDS (NON-GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
5		CON 6	PT LOT 72	1.204	1.204	PHILIP & KATHERINE FRENCH	\$ -	\$ 1,107.00	\$ -	\$ 1,107.00
6		CON 6	PT LOT 74	0.677	0.677	PAUL & ANNE McGUIRE	\$ -	\$ 127.00	\$ -	\$ 127.00
7		CON 6	PT LOT 74	0.372	0.372	RONALD & CHRISTINE McGUIRE	\$ -	\$ 85.00	\$ -	\$ 85.00
8		CON 6	PT LOT 74	0.372	0.372	GREGORY & VICKI BOYES	\$ -	\$ 85.00	\$ -	\$ 85.00
9		CON 6	PT LOT 72	0.506	0.506	RICHARD & DIANE SERRAN	\$ -	\$ 568.00	\$ -	\$ 568.00
10		CON 7	PT LOT 81	0.408	0.408	JEFFREY & KRISTIE VANCE	\$ -	\$ 470.00	\$ -	\$ 470.00
11		CON 7	PT LOT 80	0.701	0.701	LARRY & DONNA TAYLOR	\$ -	\$ 464.00	\$ 20,832.00	\$ 21,296.00
12		CON 7	PT LOT 80 & 81	0.596	0.596	JUSTIN TAYLOR	\$ -	\$ 563.00	\$ -	\$ 563.00
13		CON 7	PT LOT 78	0.187	0.187	ANTHONY & VICTORIA ROSS	\$ -	\$ 57.00	\$ -	\$ 57.00
14		CON 7	PT LOT 78	0.238	0.238	JAMES CLIFFORD JARIETT	\$ -	\$ 65.00	\$ -	\$ 65.00
15		CON 7	PT LOT 78	0.139	0.139	JAMES PAUL SEGUIN	\$ -	\$ 42.00	\$ -	\$ 42.00
16		CON 7	PT LOT 78	0.382	0.382	TIMOTHY JOHN REBIDOUX	\$ -	\$ 86.00	\$ -	\$ 86.00
17		CON 7	PT LOT 78	0.384	0.384	ANDREW & BREANNA GRANT	\$ -	\$ 86.00	\$ -	\$ 86.00
18		CON 7	PT LOT 77	0.368	0.368	PATRICK ALFRED BEADOW	\$ -	\$ 46.00	\$ 25,409.00	\$ 25,455.00
19		CON 7	PT LOT 77	1.669	1.669	CAROLYN YAKOPICH & CORY BRIDGE	\$ -	\$ 10.00	\$ -	\$ 10.00
20		CON 6	PT LOT 76	0.273	0.273	DANIEL DAVID McGUIRE, CHRISTOPHE	\$ -	\$ 6.00	\$ -	\$ 6.00
21		CON 6	PT LOT 75	0.639	0.639	JOSEPH & CONSTANCE McGUIRE	\$ -	\$ 122.00	\$ -	\$ 122.00
22		CON 7	PT LOT 77	0.813	0.813	JOSEPH & BRENDA ALLEN	\$ -	\$ -	\$ -	\$ -
Total affected Lands (Hectares)				9.928						
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)					\$ -	\$ 3,989.00	\$ 46,241.00	\$ 50,230.00		

D) SPECIAL NON-PRORATABLE - NON-AGRICULTURAL LANDS (NON-GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
10		CON 7	PT LOT 81	0.408	0.000	JEFFREY & KRISTIE VANCE	\$ -	\$ -	\$ 2,748.00	\$ 2,748.00
12		CON 7	PT LOT 80 & 81	0.596	0.000	JUSTIN TAYLOR	\$ -	\$ -	\$ 2,748.00	\$ 2,748.00
19		CON 7	PT LOT 77	1.669	0.000	CAROLYN YAKOPICH & CORY BRIDGE	\$ -	\$ -	\$ 2,290.00	\$ 2,290.00
Total affected Lands (Hectares)				0.000						
Total Assessment on Special Non-Proratable - Non-Agricultural Lands (Non-Grantable)					\$ -	\$ -	\$ 7,786.00	\$ 7,786.00		

E) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
23		CON 6	LOT 72	19.216	17.310	ALLAN & CONNIE SERRAN	\$ -	\$ 9,359.00	\$ -	\$ 9,359.00
24		CON 6	PT LOT 73	38.550	22.260	PAJOT FARMS LIMITED	\$ -	\$ 3,842.00	\$ -	\$ 3,842.00
25		CON 6	LOT 74	19.793	19.793	CLIFFORD McGUIRE	\$ -	\$ 1,994.00	\$ -	\$ 1,994.00
26		CON 6	PT LOT 74	9.824	9.824	LINDA & MICHELLE POLSINELLI	\$ -	\$ 990.00	\$ -	\$ 990.00
27		CON 6	PT LOT 74	10.093	10.093	JAMES McGUIRE	\$ -	\$ 1,017.00	\$ -	\$ 1,017.00
28		CON 6	PT LOT 73	20.704	20.704	PAJOT FARMS LIMITED	\$ -	\$ 6,224.00	\$ -	\$ 6,224.00
29		CON 7	PT LOT 81	30.708	12.950	DAVID & KAREN BAILEY	\$ -	\$ 7,155.00	\$ -	\$ 7,155.00
30		CON 7	PT LOT 80 & 81	30.030	13.860	GRONDIN FARMS LTD.	\$ -	\$ 5,045.00	\$ -	\$ 5,045.00
31		CON 7	PT LOT 80	20.329	10.120	JAMES McGUIRE	\$ -	\$ 1,746.00	\$ 24,054.00	\$ 25,800.00
32		CON 7	LOT 79	20.540	20.540	JASON & ANGELA McGUIRE	\$ -	\$ 2,069.00	\$ -	\$ 2,069.00
33		CON 7	PT LOT 78	38.849	6.070	RICHARD & ELIZABETH BARRON	\$ -	\$ 612.00	\$ -	\$ 612.00
34		CON 6	PT LOT 76	19.139	19.139	CHRISTOPHER & EDWARD McGUIRE	\$ -	\$ -	\$ -	\$ -
35		CON 6	PT LOT 76	5.865	5.865	ROMAN & HANNA ARCHACKI	\$ -	\$ 154.00	\$ -	\$ 154.00
36		CON 6	LOT 75	20.111	20.111	RONALD ERNEST McGUIRE	\$ -	\$ 2,026.00	\$ -	\$ 2,026.00
37		CON 6	LOT 75	19.458	19.458	CLIFFORD McGUIRE	\$ -	\$ 1,960.00	\$ -	\$ 1,960.00
38		CON 6	LOT 75	38.905	4.050	CLIFFORD & RONALD McGUIRE	\$ -	\$ 408.00	\$ -	\$ 408.00
39		CON 6	PT LOT 76	17.418	4.050	CLIFFORD McGUIRE	\$ -	\$ -	\$ -	\$ -
40		CON 6	PT LOT 76	20.957	8.500	McGUIRE FARMS INC.	\$ -	\$ -	\$ -	\$ -
41		CON 6	PT LOT 76	11.853	11.853	CLIFFORD & RONALD McGUIRE	\$ -	\$ -	\$ -	\$ -
42		CON 7	PT LOT 77	37.428	3.237	RICHARD & ELIZABETH BARRON	\$ -	\$ 131.00	\$ -	\$ 131.00
Total affected Lands (Hectares)					259.787					
Total Assessment on Privately Owned - Agricultural Lands (Grantable)							\$ -	\$ 44,732.00	\$ 24,054.00	\$ 68,786.00

F) PRIVATELY OWNED - AGRICULTURAL LANDS (NON-GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
30		CON 7	PT LOT 80 & 81	30.030	0.000	GRONDIN FARMS LTD.	\$ -	\$ -	\$ 36,201.00	\$ 36,201.00
43		CON 7	PT LOT 78	10.386	6.480	RYAN & ADRIANNA CIPKAR	\$ -	\$ 653.00	\$ 46,687.00	\$ 47,340.00
Total affected Lands (Hectares)					6.480					
Total Assessment on Privately Owned - Agricultural Lands (Grantable)							\$ -	\$ 653.00	\$ 82,888.00	\$ 83,541.00

G) SPECIAL NON-PRORATABLE - AGRICULTURAL LANDS (NON-GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
31		CON 7	PT LOT 80	20.329	0.000	JAMES McGUIRE	\$ -	\$ -	\$ 4,579.00	\$ 4,579.00
Total affected Lands (Hectares)					0.000					
Total Assessment on Special Non-Proratable - Agricultural Lands (Non-Grantable)							\$ -	\$ -	\$ 4,579.00	\$ 4,579.00

TOTAL ASSESSMENT FOR SCHEDULE A-1	\$ -	\$ 59,994.00	\$ 174,706.00	\$ 234,700.00
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TOTAL LANDS AFFECTED (Ha)	
A) Municipal Roads	10.824
B) Non-Agricultural Lands	9.928
C) Agricultural Lands (Grantable)	259.787
D) Agricultural Lands (Non-grantable)	6.480
Total Lands Affected:	287.019

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

SCHEDULE A-2
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE OF CULVERTS
7TH CONCESSION DRAIN NORTH
TOWN OF AMHERSTBURG

A) MUNICIPAL ROADS								
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
1	South Side Road	-	0.810	Town of Amherstburg	\$ -	\$ 145.00	\$ -	\$ 145.00
2	7th Concession Road	-	6.400	Town of Amherstburg	\$ -	\$ 1,011.00	\$ -	\$ 1,011.00
4	Alma Street	-	1.078	Town of Amherstburg	\$ -	\$ -	\$ -	\$ -
3	County Road 18	-	2.536	County of Essex	\$ -	\$ 455.00	\$ -	\$ 455.00
Total Affected Lands (Hectares)			10.824					
Total Assessment on Municipal Roads					\$ -	\$ 1,611.00	\$ -	\$ 1,611.00

B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS (NON-GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
5		CON 6	PT LOT 72	1.204	1.204	PHILIP & KATHERINE FRENCH	\$ -	\$ 72.00	\$ -	\$ 72.00
6		CON 6	PT LOT 74	0.677	0.677	PAUL & ANNE McGUIRE	\$ -	\$ 46.00	\$ -	\$ 46.00
7		CON 6	PT LOT 74	0.372	0.372	RONALD & CHRISTINE McGUIRE	\$ -	\$ 30.00	\$ -	\$ 30.00
8		CON 6	PT LOT 74	0.372	0.372	GREGORY & VICKI BOYES	\$ -	\$ 30.00	\$ -	\$ 30.00
9		CON 6	PT LOT 72	0.506	0.506	RICHARD & DIANE SERRAN	\$ -	\$ 37.00	\$ -	\$ 37.00
10		CON 7	PT LOT 81	0.408	0.408	JEFFREY & KRISTIE VANCE	\$ -	\$ 32.00	\$ -	\$ 32.00
11		CON 7	PT LOT 80	0.701	0.701	LARRY & DONNA TAYLOR	\$ -	\$ 47.00	\$ -	\$ 47.00
12		CON 7	PT LOT 80 & 81	0.596	0.596	JUSTIN TAYLOR	\$ -	\$ 41.00	\$ -	\$ 41.00
13		CON 7	PT LOT 78	0.187	0.187	ANTHONY & VICTORIA ROSS	\$ -	\$ 20.00	\$ -	\$ 20.00
14		CON 7	PT LOT 78	0.238	0.238	JAMES CLIFFORD JARIETT	\$ -	\$ 23.00	\$ -	\$ 23.00
15		CON 7	PT LOT 78	0.139	0.139	JAMES PAUL SEGUIN	\$ -	\$ 15.00	\$ -	\$ 15.00
16		CON 7	PT LOT 78	0.382	0.382	TIMOTHY JOHN REBIDOUX	\$ -	\$ 31.00	\$ -	\$ 31.00
17		CON 7	PT LOT 78	0.384	0.384	ANDREW & BREANNA GRANT	\$ -	\$ 31.00	\$ -	\$ 31.00
18		CON 7	PT LOT 77	0.368	0.368	PATRICK ALFRED BEADOW	\$ -	\$ 30.00	\$ -	\$ 30.00
19		CON 7	PT LOT 77	1.669	1.669	CAROLYN YAKOPICH & CORY BRIDGE	\$ -	\$ 44.00	\$ -	\$ 44.00
20		CON 6	PT LOT 76	0.273	0.273	DANIEL DAVID McGUIRE, CHRISTOPHE	\$ -	\$ 25.00	\$ -	\$ 25.00
21		CON 6	PT LOT 75	0.639	0.639	JOSEPH & CONSTANCE McGUIRE	\$ -	\$ 44.00	\$ -	\$ 44.00
22		CON 7	PT LOT 77	0.813	0.813	JOSEPH & BRENDA ALLEN	\$ -	\$ -	\$ -	\$ -
Total affected Lands (Hectares)					9.928					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ -	\$ 598.00	\$ -	\$ 598.00

C) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
23		CON 6	LOT 72	19.216	17.310	ALLAN & CONNIE SERRAN	\$ -	\$ 621.00	\$ -	\$ 621.00
24		CON 6	PT LOT 73	38.550	22.260	PAJOT FARMS LIMITED	\$ -	\$ 799.00	\$ -	\$ 799.00
25		CON 6	LOT 74	19.793	19.793	CLIFFORD McGUIRE	\$ -	\$ 710.00	\$ -	\$ 710.00
26		CON 6	PT LOT 74	9.824	9.824	LINDA & MICHELLE POLSINELLI	\$ -	\$ 353.00	\$ -	\$ 353.00
27		CON 6	PT LOT 74	10.093	10.093	JAMES McGUIRE	\$ -	\$ 362.00	\$ -	\$ 362.00
28		CON 6	PT LOT 73	20.704	20.704	PAJOT FARMS LIMITED	\$ -	\$ 743.00	\$ -	\$ 743.00
29		CON 7	PT LOT 81	30.708	12.950	DAVID & KAREN BAILEY	\$ -	\$ 465.00	\$ -	\$ 465.00
30		CON 7	PT LOT 80 & 81	30.030	13.860	GRONDIN FARMS LTD.	\$ -	\$ 497.00	\$ -	\$ 497.00
31		CON 7	PT LOT 80	20.329	10.120	JAMES McGUIRE	\$ -	\$ 363.00	\$ -	\$ 363.00
32		CON 7	LOT 79	20.540	20.540	JASON & ANGELA McGUIRE	\$ -	\$ 737.00	\$ -	\$ 737.00
33		CON 7	PT LOT 78	38.849	6.070	RICHARD & ELIZABETH BARRON	\$ -	\$ 218.00	\$ -	\$ 218.00
34		CON 6	PT LOT 76	19.139	19.139	CHRISTOPHER & EDWARD McGUIRE	\$ -	\$ -	\$ -	\$ -
35		CON 6	PT LOT 76	5.865	5.865	ROMAN & HANNA ARCHACKI	\$ -	\$ 79.00	\$ -	\$ 79.00
36		CON 6	LOT 75	20.111	20.111	RONALD ERNEST McGUIRE	\$ -	\$ 722.00	\$ -	\$ 722.00
37		CON 6	LOT 75	19.458	19.458	CLIFFORD McGUIRE	\$ -	\$ 698.00	\$ -	\$ 698.00
38		CON 6	LOT 75	38.905	4.050	CLIFFORD & RONALD McGUIRE	\$ -	\$ 145.00	\$ -	\$ 145.00
39		CON 6	PT LOT 76	17.418	4.050	CLIFFORD McGUIRE	\$ -	\$ -	\$ -	\$ -
40		CON 6	PT LOT 76	20.957	8.500	McGUIRE FARMS INC.	\$ -	\$ -	\$ -	\$ -
41		CON 6	PT LOT 76	11.853	11.853	CLIFFORD & RONALD McGUIRE	\$ -	\$ -	\$ -	\$ -
42		CON 7	PT LOT 77	37.428	3.237	RICHARD & ELIZABETH BARRON	\$ -	\$ 46.00	\$ -	\$ 46.00
Total affected Lands (Hectares)					259.787					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ -	\$ 7,558.00	\$ -	\$ 7,558.00

D) PRIVATELY OWNED - AGRICULTURAL LANDS (NON-GRANTABLE)										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
43		CON 7	PT LOT 78	10.386	6.480	RYAN & ADRIANNA CIPKAR	\$ -	\$ 233.00	\$ -	\$ 233.00
Total affected Lands (Hectares)					6.480					
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ -	\$ 233.00	\$ -	\$ 233.00

TOTAL ASSESSMENT FOR SCHEDULE A-1	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
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TOTAL LANDS AFFECTED (Ha)	
A) Municipal Roads	10.824
B) Non-Agricultural Lands	9.928
C) Agricultural Lands (Grantable)	259.787
D) Agricultural Lands (Non-grantable)	6.480
Total Lands Affected:	287.019

NOTE: Assessment Values have been rounded to the nearest whole dollar for presentation purposes.

1 Hectare = 2.471 Acres

APPENDIX 'B'

SPECIAL PROVISIONS AND SPECIFICATIONS

**BRIDGES OVER THE 7TH CONCESSION DRAIN NORTH
TOWN OF AMHERSTBURG**

SPECIAL PROVISIONS

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto are part of Appendix 'B'. It forms part of this specification and is to be read with these specifications and the Drawings contained in the report. Where there is a difference between the requirements of the Special Provisions and the General Specifications, the Special Provisions shall take precedence.

2.0 DESCRIPTION OF WORK

The accompanying Engineer's report deals with the replacement of Culverts No. 3, 6 and 9 and new installation of Culverts No. 4 and 8. The work to be carried out under this Contract generally comprises the supply of all materials, equipment and labour required to construct these new access crossings with rip-rap end treatment, granular bedding, backfill and road surface. The work also includes the removal of existing culverts that are being replaced and removal of all brush, trees and surplus materials required to complete new culvert installation and replacement. This material shall be removed and disposed off-site at an approved disposal site at the Contractor's expense. Where drain banks and grassed areas are disturbed, the areas will be restored to pre-existing conditions with screened topsoil and hydroseed.

The contractor shall also clean out the drain bottom 3.0 m upstream and downstream of the newly installed and replaced culverts.

Dewatering, Silt Control and Traffic Control measures will be implemented during construction.

Tile outlet pipes will be replaced if required and as designated by the Drainage Superintendent in the field.

3.0 STATIONING

The reference stations are measured along the existing course of the municipal drain in metres. Station 0+000 is set at the upstream end of the 7th Concession Drain North and proceeds downstream to Station 2+834 at the outlet of the 7th Concession Drain North into the Long Marsh Drain.

4.0 WORKING AREA

The working area at the culvert shall have a width of 10 m located along the east side of the drain and extend 15 m both upstream and downstream of the centerline of the access crossings.

Any damages to lands and/or roads from the Contractor's work within the working areas shall be rectified to pre-existing conditions at the Contractor's expense.

5.0 CULVERT CONSTRUCTION

5.1 Location of Access Culvert

In general, the centreline of the new access culvert shall be installed on the alignment shown on the drawings attached to the Engineer's report. Prior to installation, the Contractor shall contact the Drainage Superintendent to confirm the exact location for the new culvert. The

Drainage Superintendent, in consultation with the property owner, shall establish the exact location for the new culvert in the field.

5.2 Reference Specifications

The contractor shall supply all materials, labour and equipment necessary for the proper completion of the work, unless otherwise stated in the Specifications or the Tender documents.

Materials shall be as follows:

Corrugated Steel Pipe (CSP)

All corrugated steel pipes to have Aluminized Type II coating for rust protection and conform to OPSS 1801. CSP culverts shall be joined using standard annular corrugated bolted couplers.

High Density Polyethylene (HDPE) Pipe

All high-density polyethylene pipe to be 320 kPa pipe stiffness and conform to OPSS 1854. Pipe joints shall be bell and gasketed (Poly-tite) system.

Erosion Stone for Sloping End Protection

All stone to be used for erosion protection shall be 150-300 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness. Round field stone is not acceptable.

Bedding Below Culvert Pipe Invert

20-25mm clear stone conforming to OPSS Division 10.

Backfill Material

Granular 'B' (Type II) conforming to OPSS Division 10.

Driveway Surface Material

Granular 'A' conforming to OPSS Division 10.

Filter Fabric

"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.

5.3 Dry Culvert Installation

Suitable dykes shall be constructed in the drain so that the installation of the pipe can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density.

5.4 Sloping Stone End Protection

Endwalls shall be constructed of quarry stone rip rap material, as shown on the Drawings. Each endwall shall extend from the invert of the new culvert to the top of the proposed lane. The endwalls shall be sloped to a minimum of 1 vertical to 1.5 horizontal unless stated otherwise with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain, wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

5.5 Lateral Tile Drains

Should the Contractor encounter any lateral tiles within the proposed culvert limits as shown and also those not shown on the attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. **Tile drain outlets through the wall of the new culvert pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense.

5.6 Silt Control

Although it is anticipated that the culvert installation at this site will be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam in the drain bottom immediately downstream of the culvert site during the time of construction. The straw bale check dam shall be to the satisfaction of the Drainage Superintendent and must be removed upon completion of the construction. All costs associated with the supply and installation of this straw bale check dam shall be included in the cost bid for that item.

5.7 Removal of Existing Culverts

The existing culverts (Culverts No. 3,6 & 9) and end wall materials shall be removed and disposed off-site at an approved disposal site.

5.8 Seeding

The disturbed grassed areas resulting from the construction or replacement of the access and farm crossings shall be seeded as specified herein. Topsoil shall be placed to a depth of 100 mm at the disturbed areas. The existing ground surface to be seeded shall be loosened to a depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface area over the backfilled trench shall be finely graded to match the original grade. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

<i>Creeping Red Fescue</i>	20%
<i>Meadow Fescue</i>	30%
<i>Tall Fescue</i>	30%
<i>Timothy</i>	10%
<i>White Clover</i>	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass.

Other grass seed mixtures will be considered with approval of Engineer and Drainage Superintendent. Seed shall be applied at a rate of 200 kg per 10,000 m².

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

6.0 MAINTENANCE OF FLOWS

Should rainfall events generate flows in the drain, the contractor is responsible for maintaining the flows in the open drain so that flooding does not occur and for maintaining flows in the covered drains so that subsurface drainage is maintained.

7.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the requirements of the attached “Environmental Protection Special Provisions” in Appendix ‘B’, the “Town of Amherstburg Mitigation Plan” and “Species at Risk Act”, which will be provided during Tender period. The Contractor shall also comply with the approval requirements of the Fisheries and Oceans Canada and the Essex Region Conservation Authority.

To avoid and mitigate the potential for serious harm to fish, DFO recommends implementation of the measures listed below:

- Plan in-water works, undertakings and activities to respect timing windows to protect fish and fish habitat (March 15 to July 15).
- Capture, relocate and monitor for fish trapped within isolated, or enclosed areas.
- If required, screen intakes pipes to prevent entrainment or impingement of fish. Use code of practise for water intake screens.
- If required, apply the interim code of practice for temporary cofferdams and diversion channels.
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity.
 - Limit access to banks or areas adjacent to waterbodies.
 - Construct access points and approaches perpendicular to the watercourse or waterbody.
 - Re-vegetate the disturbed area with native species suitable for the site.
- Restore stream geomorphology (i.e., restore the bed and banks, gradient and contour of the waterbody) to its initial state.
- Develop and implement a Sediment Control Plan to minimize sedimentation of the waterbody during all phases of the work, undertaking or activity.
 - Schedule work to avoid wet, windy and rainy periods (and heed weather advisories).
 - Inspect and regularly maintain the erosion and sediment control measures and structures during all phases of the project.
 - Monitor the watercourse to observe signs of sedimentation during all phases of the work, undertaking or activity and take corrective action.
- Do not deposit any deleterious substances in the watercourse.
- Develop and implement a response plan to avoid a spill of deleterious substances.

GENERAL SPECIFICATION FOR OPEN DRAINS

(Revised 2016 11 25)

SECTION 1 - AGREEMENT AND GENERAL CONDITIONS

- (1) Payment for the work shall be on a lump sum basis unless otherwise indicated. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract shall be those of the Stipulated Price Contract CCDC2-Engineers, 2008 or the most recent revision of this document. The form of agreement between Owner and Contractor shall be that of the previously stated document or a form of agreement specifically prepared by the Municipality for this purpose.
- (2) All work shall be in first class condition, comply fully with the report, Special Provisions, General Specifications and the Drainage Act, and be carried out to the satisfaction and approval of the Drainage Superintendent for the Municipality. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor. Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.
- (3) The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work satisfactorily or in a timely manner. Any such expenses or damages may be deducted by the Drainage Superintendent from the amount of the contract or may be recovered by the Municipality from the Contractor and his sureties.
- (4) The Contractor shall be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor shall be required to submit to the Municipality a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before final payment is made to the Contractor.
- (5) The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

SECTION 2 - EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

- (1) Each tenderer must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The Contractor will be at liberty, before bidding, to examine any data in the possession of the Municipality or of the Engineer.
- (2) The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his tender.

SECTION 3 - CONTRACTOR'S LIABILITY

- (1) The Contractor, his/her agents and all workmen or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.
- (2) The Contractor shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

SECTION 4 – ONTARIO PROVINCIAL STANDARDS

- (1) Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web, go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

SECTION 5 – APPROVALS, PERMITS AND NOTICES

- (1) The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

SECTION 6 – NOTIFICATION OF WORK

- (1) Prior to commencing any work of installing any new bridge or removing any existing structures, the Contractor shall inform the Municipal Drainage Superintendent of his intent to commence work at least 48 hours prior to commencing any work. The Owner or Contractor shall endeavor to install and complete the new structure without delay once the work has commenced. If for any reason the work does not proceed continuously then the Owner or Contractor shall notify the Drainage Superintendent in advance of any backfilling operation or headwall construction so that he may schedule inspection of same

SECTION 7 – CONSTRUCTION SAFETY

- (1) The Contractor shall comply with all the requirements of the Occupational Health and Safety Act, 2013, and the regulations passed in connection therewith, as administered by the Ontario Ministry of Labour and all subsequent amendments of the said Act.
- (2) The Contractor shall exercise all possible precaution against injury to persons or property resulting from his work. The Contractor shall leave no trenches, pits, holes or excavations uncovered, without providing sufficient protection at all times. The Contractor shall install, erect and provide barricades, signs, traffic cones, flashers, lights, plates, warning and other devices, materials and personnel as may be required at his own expense in order to provide for the safe passage and control of traffic and to ensure public safety. All traffic control shall be in accordance with the latest standards of the Ministry of Transportation.

SECTION 8 – TRAFFIC CONTROL

- (1) The Contractor shall not perform excavation operations from the travelled portion of the roadway nor close a road or reduce the width or number of traffic lanes available for traffic except as specified in the contract documents or approved by the Engineer.
- (2) The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. The costs associated with provision of proper signage, barricades, lights and flag persons shall be considered incidental to the works to remove the old bridge and complete the new bridge installation.
- (3) **During all phases of the project, adjoining public roadways shall remain open to through traffic with at least one lane being open to through traffic at all times.**
- (4) All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web, go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue", under the "Title", enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key", once open look for the "Attachment", click the PDF file. Users require Adobe Acrobat to view all PDF files.
- (5) **Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.**

SECTION 9 – GENERAL CO-ORDINATION

- (1) The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

SECTION 10 – STATIONS AND BENCHMARKS

- (1) Reference Stations measured in meters, are indicated on the drawings and represent stations along the course of the work. Stationing is shown along the profile at 25 m intervals numbered consecutively, 0+000, 0+025, 0+050, 0+075, etc. Where cut depths are shown on the profile, they represent the approximate depth, in meters, of the finished drain as measured from the surface of the ground to the design gradeline for the bottom of the open drain. Where excavation depths are shown on the profile, they represent the approximate depth, in meters, from the existing drain bottom down to the design gradeline for the bottom of the open drain.
- (2) The Contractor will be held responsible during the progress of the work for the preservation of all reference stakes, benchmarks and survey markers which fall within the limits of the work. The cost of replacing any benchmark or survey marker defaced or destroyed by the Contractor as a result of his work will be deducted from any monies due the Contractor.

SECTION 11 - ALIGNMENT

- (1) Except where specified otherwise, the excavation will follow as nearly as possible the course of the existing drain with sloping and widening carried out on each bank as required to produce the specified cross-section. Wherever sharp or irregular bends occur, all sloping and widening is to be done on that side of the drain that will tend to reduce the curve and improve the alignment of the channel.
- (2) Where one drain bank adjoins the travelled part of any roadway or laneway, all sloping and widening is to be done on that side of the drain farthest from the roadway unless otherwise directed by the Engineer.
- (3) Where the drain bank adjoins an existing fence which is not specified for removal or relocation all required sloping and widening shall be carried out on that side of the drain farthest from the fence.
- (4) Where a drain is to be moved off a road allowance and onto adjoining lands, the top edge of the nearest finished drain bank is to be not closer than 1 metre to the limit of the road allowance or top edge of the abandoned channel. The centreline of the new channel is to be as straight as possible even though this 1 metre dimension is exceeded in places.
- (5) Where a new drain is constructed, its centre line will be as straight as possible and any changes in direction shall be in the form of smooth, regular bends.
- (6) Where a new drain is to be constructed adjoining an existing fence line, the Contractor shall lay out a suitable centre line such that the top edge of the adjacent drain bank, at its widest point, will not be closer than 1 metre to the fence and the Contractor shall use this centre line to establish the drain location.
- (7) The Contractor must lay out the proposed centre line in the field for approval by the Drainage Superintendent prior to construction.

SECTION 12 - PROFILE

- (1) The excavation of the drain must be at least to the depth intended by the grade line shown on the Profile, which grade line is governed by the benchmarks. The Profile shows, for the convenience of the Contractors and others, the approximate depth of excavation from the surface of the ground to the final invert of the channel in metres and decimals of a metre and also the approximate depth of excavation from the bottom of the existing channel to the final invert of the channel. Benchmarks, which have been established along the course of the drain, shall govern the final elevation of the drain. The location and elevation of the benchmarks are shown on the Drawings.

SECTION 13 - BOTTOM WIDTH AND SIDE SLOPES

- (1) The bottom widths and the side slopes of the various sections of the finished drain are to be true to line and grade as shown on the Profile.
- (2) Contractors will not be restricted to the exact dimensions specified but must excavate clear of the specified cross-sections and may excavate such additional depth or width as may be required to accommodate the use of suitable excavating equipment or to allow for minor sedimentation prior to final inspection provided that at no place are the side slopes of the excavation to be cut steeper than the slope specified on the Profile. The Contractor is not to excavate the drain bottom so much deeper than the grade line as to result in the formation of pockets in the drain bottom that will cause water to stand in pools along the drain. Should over-excavation of the drain bank occur, the Contractor will **not** be permitted to repair with native material packed into place by the excavator and reshaped. Should over-excavation occur, the Contractor will be required to have a bank repair detail engineered by a Professional Engineer (hired by the Contractor), to ensure long term stability of the bank is maintained. Such repairs shall be subject to approval by the Engineer and will be at no extra cost to the item.

SECTION 14 - OBSTRUCTIONS

- (1) All brush, timber, logs, stumps, stones, or other obstructions encountered within the limits of the channel along the course of the drain are to be removed by the Contractor. Timber, logs and stumps are to be dealt with in the same manner as specified for brush and trees. Large stones and other similar materials are to be piled near the limit of the spread area so as not to interfere with the spreading of the excavated material. The disposal of this material shall be the owner's responsibility.

SECTION 15 - BRUSH AND TREES

- (1) Brushing shall be carried out on the entire drain within the above identified sections of the drain where required and as specified herein. **All** brush and trees located within the drain side slopes shall be cut parallel to the side slopes, as close to the ground as practicable. Tree branches that overhang the drain shall be trimmed. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps, where removed to facilitate the drain excavation and reshaping of the drain banks, may be burned by the Contractor where permitted; otherwise, they shall be disposed of, off the site. All thorn trees shall be disposed of off-site.
- (2) Where the existing bottom widths and side slopes of the drain are sufficient to permit the specified deepening of the drain without disturbing the existing banks above the present drain bottom, the Contractor will be required to cut the brush and trees on the sloping banks flush with the surface of the banks but he will not be required to remove their roots and stumps unless they will obviously create obstructions to the flow of water in the drain.
- (3) Where it is necessary to widen the drain and excavate material from the sloping banks, all brush and trees within the limits of the channel and within 1 metre of the top of the drain banks and within the spread area are to be cut and those roots and stumps in the drain bottom and on the banks where the widening takes place shall be completely removed unless the Drainage Superintendent permits the Contractor to cut the roots and stumps flush with the surface of the finished banks.
- (4) The Contractor shall make every effort to preserve mature trees which are beyond the drain side slopes, and the working corridors. If requested to do so by the Drainage Superintendent, the Contractor shall preserve certain mature trees within the designated working corridors.
- (5) Where there is a fence adjoining the drain, he will be required to cut the brush in the fence line and on the side of the fence opposite the drain only if the excavating equipment will be operated from this side or excavated material is to be placed and levelled on this side.
- (6) The Contractor shall cut off flush with the ground all brush and trees having a diameter of 150 mm or less from the disposal area. Should the Contractor find it necessary to remove trees having a diameter of 150 mm or larger from the disposal area in order to permit the efficient excavation of the drain or spreading of excavated material, he will be at liberty to do so only on permission of the Drainage Superintendent in charge of the work.
- (7) All trees over 200 mm in diameter that are cut are to be trimmed of branches, and the trunks, along with branches over 200 mm in diameter, are to be cut up into log lengths and piled for the use of the adjoining owner unless the owner advises the Drainage Superintendent he does not want them, in which case they are to be disposed of by the Contractor along with the other brush. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps may be burned by the Contractor where permitted; otherwise, they shall be disposed of by him away from the site of the work.
- (8) Following completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which remain standing, disposing of the branches cut off along with other brush and leaving the trees in a neat and tidy condition.
- (9) Brush and trees removed from the drain and banks thereof and from the disposal area are to be put into piles by the Contractor, in locations where they can be safely burned, and are to be burned by the Contractor after obtaining the necessary permits, as required. If, in the opinion of the Drainage Superintendent, any of the piles are too wet or green to be burned, he will so advise the Contractor who may then arrange, to the Drainage Superintendent's satisfaction, an agreement in writing, with the owners where the piles are located, for them to burn the material when dry enough. If a satisfactory agreement cannot be made, the Contractor to haul away the unburned materials to an approved dump site.
- (10) Since the trees and brush that are cut off flush with the earth surface may sprout new growth later, it is strongly recommended that the Municipality make arrangements for spraying this new growth at the appropriate time so as to kill the trees and brush.

- (11) Prior to and during the course of burning operations the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment and shall ensure that the Environmental Protection Act is not violated.
- (12) In no case will brush or trees be buried in the spoil bank or within the excavated material.
- (13) The Contractor will be required to brush rake the excavated material to remove brush and trees from the spoil if so instructed by the Drainage Superintendent.
- (14) As part of this work, the Contractor shall remove any loose timber, logs, stumps, large stones or other debris from the drain bottom and from the side slopes. Timber, logs, stumps, large stones or other debris shall be disposed of off-site.

SECTION 16 – EXCAVATION OF DRAIN

- (1) All excavated material shall be handled as specified in the following section. Materials deposited on the farmlands shall be within the working corridors, at least 2.0 m from the top of the drain bank, or as specified on the drawings. Upon allowing drying of excavated materials (if necessary) and as approved by the Drainage Superintendent, the Contractor shall level excavated materials as specified. Excavated material shall not be placed on dykes, in ditches, tiles or depressions intended to conduct water into the drain.
- (2) Seeding of the disturbed drain banks shall be completed immediately following drain construction as specified in the Special Provisions.
- (3) All excavation work shall be done in such a manner as to not harm any vegetation or trees, not identified in this report or by the Drainage Superintendent for clearing. Any damages to trees or vegetation caused by the Contractors work shall be rectified to the satisfaction of the Drainage Superintendent.
- (4) The Contractor shall exercise caution around existing tile inlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

SECTION 17 - DISPOSAL OF EXCAVATED MATERIAL

- (1) Where a part of the drain is being relocated, the Contractor shall strip the topsoil from the alignment of the new course and stockpile it for re-use following the completion of the subsoil operations. Subsoil excavated from the new course is to be used first to fill the existing course which is to be abandoned. Where the Contractor can conveniently do so, he may deposit the material in the old course as he excavates it from the new course but where the distance separating the new course from the old course is too great to permit this the excavated material must be loaded onto trucks, hauled to the abandoned drain and placed in the old channel. The material shall be placed in the abandoned channel in layers no greater than 300 mm in thickness. Each layer shall be thoroughly compacted with the levelling equipment available at the site prior to the placement of the subsequent layers. The abandoned channel shall be filled to an elevation at least 300 mm higher than the adjacent natural ground elevation to allow for settlement. If insufficient material is available to fill the old course, the surface of the material shall be graded so as to eliminate any low areas that would collect water.
- (2) Excess excavated material not required for the filling of an abandoned channel or material excavated from the drain under normal construction, repair, or improvement shall be deposited and spread on the immediately adjoining farmlands in the locations set out in the Special Specifications. The material shall be deposited and spread no closer than 2 metres from the top edge of the adjacent drain bank and at least 1 metre clear of all fences.
- (3) Where the excavated material is deposited in bush land, it is to be spread and levelled in the form of a spoil bank over at least the full width of the strip that has been cleared to permit the passage of excavating equipment but in no case is the top surface to be left more than 600 mm above the natural ground level even though this may require additional clearing to produce a sufficient disposal area. On completion, the spoil bank is to be left so that it is smooth enough to drive an ordinary farm vehicle along it.
- (4) Where the adjoining land is sufficiently clear to permit cultivation, the Contractor shall deposit the excavated material on the property and spread the material over a width that, after spreading, the excavated material will generally have a thickness of approximately 150 mm. The Contractor shall utilize a minimum spread width of 6 metres and a maximum spread width of 20 metres even though this results in a depth of material in excess of 150 mm. The material shall be thoroughly spread and levelled with suitable equipment and left in a condition which permits cultivation with ordinary farm equipment without causing undue hardship on farm machinery and personnel.
- (5) After the excavated material has been spread and levelled, any stockpiled topsoil is to be spread over it to a depth of no more than 100 mm.
- (6) No excavated material is to be placed on lawns or ornamental shrubbery but is to be deposited on either or both sides of the lawn on the farmlands immediately adjacent to the lawn.
- (7) Excavated material or topsoil shall not be placed in ditches, tiles or depressions intended to conduct water into the drain.
- (8) The material shall be sufficiently levelled to allow further working by agricultural implements.
- (9) All stones and other debris removed from the drain, which may interfere with agricultural implements, shall be disposed of off-site.
- (10) The Drainage Superintendent in charge will be the sole judge as to the proper disposal of material under the contract and this specification

SECTION 18 - FENCES

- (1) Where it is necessary to remove any fences which parallel the course of the drain in order to permit the excavation of the drain or the disposal of excavated material the Contractor shall remove the fence. An allowance will be made to the owners of the properties to compensate them for damages to fences which are considered capable of restraining cattle. The Contractor shall notify the owner of his intentions to remove the fence at least 7 days prior to doing so. Any owner has the option to salvage his fencing materials but must do so sufficiently in advance of the Contractor's operations so as to cause no unnecessary delays to him. If the owner does not remove his fences, the Contractor shall carefully take down the fence and leave the materials neatly placed beyond the limit of the spread area for disposal or reconstruction by the owner. The owner will be responsible to construct and maintain any temporary fencing during the progress of the work. The landowners and not the Contractor will be

responsible for the control of livestock in the adjoining field during the period of construction. Unless otherwise specified, the Contractor will not be required to reconstruct the fences following the completion of the work of excavation and levelling.

- (2) No permanent fencing shall be constructed or reconstructed without the approval of the Drainage Superintendent. Any fences that are constructed or reconstructed along the course of the drain are to be kept at least 1 metre clear of the top edge of the adjacent drain bank.
- (3) Where the Contractor finds it necessary to remove any fences which cross the drain, he shall remove the fencing materials in a careful, workmanlike manner. Unless otherwise directed the Contractor shall reconstruct the cross fences in as good a condition as the old material permits.

SECTION 19 - ROAD CROSSINGS

- (1) Where the drain crosses the travelled part of a road through a bridge, the Contractor shall excavate the drain to its specified dimensions through the bridge opening, using care to avoid damaging it. If after the drain has been excavated at any bridge structure it appears to the Drainage Superintendent that repairs or replacement may be required, he shall so advise the Road Authority having jurisdiction over the particular bridge.
- (2) Where a new bridge is required or where any underpinning, strengthening or repairs is rendered necessary by the work, it is to be carried out by the Road Authority at its own expense.
- (3) Where the drain crosses the travelled part of a road through a pipe that does not have to be replaced or lowered, the Contractor shall clean the pipe to its full cross-sectional area using care to avoid damaging it.
- (4) Where the existing pipe is of sufficient size and is in a good state of repair but requires to be lowered, the Contractor shall carefully remove it, clean it to its full cross-sectional area and replace it in the drain as specified herein.
- (5) Where the existing pipe must be replaced, the Contractor shall carefully remove it from the drain, clean it to its full cross-sectional area, and leave it beside the drain for removal by the Road Authority. Unless otherwise instructed he shall install the new road culvert as supplied by the Road Authority. All backfill material shall be compacted granular material supplied by the Road Authority, unless otherwise specified.
- (6) The Contractor shall notify the Road Authority having jurisdiction over the structure under construction at least 72 hours in advance of any construction activities.

SECTION 20 - FARM AND ACCESS CULVERTS

- (1) Where a farm or access culvert or bridge does not have to be replaced or lowered, the Contractor shall clean it to its full cross-sectional area using care to avoid causing damage to it in the process.
- (2) Where a pipe culvert is to be lowered, the Contractor shall carefully remove it, clean it to its full cross-sectional area and replace it in the drain with its invert set 10% of the pipe diameter below the grade line.
- (3) Where a culvert is to be replaced, the Contractor shall carefully remove it from the drain, clean it to its full cross-sectional area and leave it on the drain bank. If the pipe was originally supplied and installed by the property owner, it shall be left for disposal by the owner. If the pipe was installed under the provisions of The Drainage Act, it shall be disposed of as directed by the Drainage Superintendent and any salvage value from the sale of the pipe shall be credited to the drain. Wooden or concrete farm or access bridges which must be removed from the drain shall be disposed of in the same manner.
- (4) Where a pipe culvert is to be installed in the drain, all materials shall be supplied by the Drainage Superintendent as an expense to the drain. The Contractor shall install the pipe in the location directed by the Drainage Superintendent in accordance with the specifications governing the installation.
- (5) Where a new culvert is to be installed, the owner may request the Drainage Superintendent to have it placed in a different location from the existing one and this will be permitted so long as the relocation does not result in an increase in the area draining through the culvert. Adequate notice of the change must be given to the Contractor. In no case may the existing culvert be left in the drain when it has been specified that it is to be removed.

SECTION 21 - FARM AND ACCESS PIPE CULVERT INSTALLATION

21.1 - Location and Elevation of Access Culvert or Farm Culvert

- (1) In general, the new access or farm culvert shall be installed as shown on the drawings attached to the engineer's report. Prior to installation, the Contractor shall contact the Drainage Superintendent to confirm the exact location for the new culvert. The Drainage Superintendent, in consultation with the property owner, shall establish the exact location for the new culvert in the field.
- (2) The invert (inside bottom) bottom of the pipe shall be set according to the elevations shown on the accompanying plans. For the purpose of construction, the benchmark indicated on the accompanying plans shall be used to determine the elevation of the proposed enclosure.

21.2 Dry Culvert Installation

- (1) Suitable dykes shall be constructed in the drain so that the installation of the pipe can be accomplished in the dry. The Contractor shall perform the excavation, placement of bedding, pipe and backfill in a dry condition and shall provide all required pumps and/or equipment to enable the work to proceed in the dry.

21.3 Pipe Installation

- (1) The required pipe shall be set in the drain to the dimensions shown on the accompanying drawings and the Contractor shall carry out all required excavation to install the pipe and specified rip-rap end treatment. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. The Contractor shall excavate sufficient material from the drain banks and bottom to permit placement of the pipe and backfill material. The minimum trench width as shown on the drawings, shall be provided from the face of the pipe to the excavated trench wall along each bank to provide working room to compact the backfill material.

- (2) The surface on which the culvert is to be laid shall be true to grade and alignment and shaped to accept the materials to be placed. The pipe shall be laid to the alignment and grade shown in the report but may not be placed on a bed containing frozen materials.
- (3) The end protection to each end of the pipe structure shall be as specified in the Special Provisions and on the Drawings and in accordance with the following applicable specifications.
- (4) All newly excavated portions of the drain bank shall be seeded.
- (5) The Contractor shall dispose of all surplus excavated material at an approved disposal site at his expense.
- (6) Riveted corrugated steel pipe shall be laid with the inside circumferential laps pointing in the direction of the flow. The longitudinal laps shall be located in the upper half of the pipe.
- (7) All helical corrugated steel pipe shall be supplied with re-rolled annular ends and shall be installed so that the helix angle is constant for the total length of the installation and each pipe section shall be installed next to the previous section such that the lock-seam forms a continuous helix.
- (8) Corrugated steel pipe sections shall be joined together by means of plant fabricated couplers having a minimum wall thickness of 1.6 mm and a 10 c width. The couplers shall be installed to lap approximately equal portions of the pipe sections being connected, such that the corrugations or projections of the coupler properly engage the pipe corrugations.
- (9) Where fabrication of structural plate structures by the Contractor is specified, they must be assembled in the trench or at the side of the excavation. If the assembled structure has to be moved to its final position, it shall be moved in such a manner that no damage or distortion is caused to the structure. The materials shall be assembled and handled in accordance with the manufacturer's specifications and directions.
- (10) The whole of the work shall be done in a neat, thorough and workmanlike manner such that the alignment of the bridge pipe at each location meets the full satisfaction of the drainage superintendent.

21.4 Backfilling and Compaction

- (1) Backfill and cover material on each side of the culvert pipe shall be carefully placed simultaneously on each side of the pipe so that damage to or movement of the pipe is avoided. At no time shall the levels on each side differ by more than the 300 mm uncompacted layer. Then, a 300mm thick layer of Granular 'A' material, O.P.S.S. Spec 1010 shall be constructed as a road base. All backfill materials shall be placed in layers not exceeding 300mm (12") in thickness, loose measurement. Each layer shall be thoroughly compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. The Contractor shall provide sufficient water to the granular material such that optimum compaction levels are achieved. The equipment used and method of compacting the backfill material shall be to the full satisfaction of the Drainage Superintendent.

SECTION 22 – LATERAL TILE DRAINS

- (1) Should the Contractor encounter any lateral tiles within the proposed culvert limits as shown and also those not shown on the attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. **Tile drain outlets through the wall of the new culvert pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense. Care must be taken in handling plastic drain pipe in cold weather to avoid causing damage.
- (2) Plastic drain pipe shall be held in position on planned grade immediately after installation by careful placement of backfill material.

SECTION 23 – CULVERT END PROTECTION - SLOPING RIP-RAP

- (1) Where specified, the Contractor shall install quarried rip-rap erosion protection materials on the slopes at both ends of the pipe. The backfill and quarried rip-rap protection over the ends of the pipe shall be sloped at 1.5 horizontal to 1 vertical or to a flatter slope specified on the drawings. All stone used for rip-rap culvert end protection shall be 125-225 mm clear quarried rock or OPSS.MUNI 1004 and be placed with a minimum thickness of 300mm thickness. Prior to placing rip-rap materials on the backfill materials, the Contractor shall lay a non-woven geotextile filter fabric equal to a "TerraFix 270R" or approved equal. The geotextile filter fabric shall extend from the bottom of the pipe to the top of each side slope of the drain and between both side slopes of the drain. No portion of the filter fabric shall remain exposed to sunlight. The Contractor shall take extreme care to not damage the geotextile filter fabric when placing the rip-rap on top of the filter fabric. The geotextile filter fabric and quarried stone shall be placed to the complete satisfaction of the Drainage Superintendent. **Concrete rip-rap or round stone will not be permitted.**
- (2) Where a clay layer is specified beneath the Rip-Rap End Protection, it shall be a 500 mm thick layer of cohesive clay material that is dry select earth material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances. It shall be placed and shaped before the filter fabric layer is placed.

SECTION 24 - BAGGED CONCRETE HEADWALLS – SINGLE BAG THICKNESS

- (1) Sacked concrete end walls that do not exceed 1.8 m in height shall be constructed of a single row of sacked concrete. The installation of the end wall shall be governed by the drawings. The end wall treatment shall extend to the same elevation as the finished travelled surface and fit to the top of bank elevation on both banks and in any event be a minimum of 300 mm above the crown of the pipe.
- (2) Where specified and after the Contractor has set in place the new pipe and partially backfilled same, he shall install new concrete filled jute bag headwalls at each end of the pipe. When constructing the concrete jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall, the slope of the headwall shall be one unit horizontal to five units vertical.
- (3) The Contractor shall completely backfill in behind the new concrete jute bag headwalls with granular material, Granular "B" per O.P.S.S. 1010, and the granular material shall be compacted in place with a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 300mm (12") in thickness.

- (4) The concrete jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 20 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstances shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm x 660mm (18" x 26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 300mm (12") to 380mm (15") wide and 460mm (18") long.
- (5) The concrete jute bag headwall to be provided at the end of the pipe shall be of single bag wall construction or as specified otherwise. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the longitudinal length of the new pipe. The concrete filled bags shall be laid on a footing of plain concrete being 460mm (18") wide or as otherwise specified, extending for the full length of the wall, and from 0.3 metres (1.0') below the bottom of the corrugated pipe to the bottom of the culvert pipe. All concrete used for the footing shall have a minimum compressive strength of 20 MPa in 28 days.
- (6) The completed jute bag headwalls shall be securely embedded a minimum of 0.50m (20") into the side slopes of the drain. At the roadside of the bridge the Contractor shall flair outwards each headwall approximately 1.5m (5.0') as directed by the Drainage Superintendent.
- (7) Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, 150mm (6") thick, and hand trowelled to obtain a pleasing appearance. The concrete cap shall be the same width as the bagged wall and excess concrete will not be allowed to be placed on the cap area. The concrete cap shall not overhang the bagged wall on the driveway side of the wall.
- (8) The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

SECTION 25 – BAGGED CONCRETE HEADWALLS – DOUBLE BAG THICKNESS

- (1) Sacked concrete end walls that exceed 1.8 m in height shall be constructed of double rows of sacked concrete.
- (2) The concrete filled bags are to be laid so that the 460mm (18") dimension is perpendicular (at right angles) to the longitudinal length of the new pipe. Therefore, the long dimension of the bag will be visible when the headwall is complete.

SECTION 26 – GROUTED CONCRETE RIP-RAP WALL

- (1) Where specified, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken sections of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two flat parallel sides. The rip rap shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part of Portland Cement.

SECTION 27 – PRECAST CONCRETE HEADWALLS

- (1) Where specified as an alternative, the Contractor may supply and install precast concrete headwalls. Said precast headwalls shall be a custom-made product, manufactured by Underground Specialties (Windsor) or similar provider.
- (2) The precast concrete headwall or precast blocks or modules shall be of the shape, size and dimensions shown on the drawings.
- (3) Precast provider to provide stamped engineering drawing for precast headwall and Geotextile restrainers for approval.
- (4) Excavation for the headwalls shall be in conformance with O.P.S.S. Section 902.
- (5) The supply and placement of concrete shall be in conformance with O.P.S.S. Section 904. All concrete shall have a strength of 33 MPa after 28 days. All concrete shall be air entrained to an air content of $6\% \pm 1.5\%$ by volume for 19mm maximum size of aggregate. Minimum cover for concrete shall be 40mm (1 1/2").
- (6) The supply and placement of reinforcing steel shall be in conformance with O.P.S.S. Section 905. The reinforcing steel shall be grade 400 and shall be of the size and type shown on the drawings.
- (7) The Contractor shall place the precast headwall so that it is straight and plumb. The method of backfilling the side slope trenches shall be such that no voids remain under the haunches of the sloping concrete headwall. The Contractor's method of achieving this shall be approved prior to start of construction.
- (8) The Contractor shall provide a sufficient opening in the headwalls so that when the headwalls are set and plumb the corrugated steel pipe may be inserted or adjusted to grade. The void between the corrugated steel pipe and opening in the headwall shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part of Portland Cement.
- (9) After the corrugated steel pipe has been set and partially backfilled with Granular "B" per O.P.S.S. 1010 and compacted to 100% Standard Proctor Density, geotextile tie backs to the precast concrete headwalls in accordance to approved stamped headwall and restraining devices.

SECTION 28 - TILE OUTLET PIPES AND ROAD DRAINS

- (1) Where existing tile outlet pipes of cast iron, asbestos cement, corrugated steel or other rigid material are encountered along the course of the drain, and where they will be removed or rendered useless by the work, the Contractor, as part of his work, shall reinstall the outlet pipes in the re-graded bank.
- (2) Where, in the course of the grading operation tile drains having no outlet pipe are encountered or the existing outlet pipe is not suitable for re-installation, the Contractor shall install an outlet pipe manufactured for that purpose. The outlet pipe shall be one size larger than the diameter of the tile, 3 metres in length, and supplied by the Drainage Superintendent as an expense to the drain.
- (3) All outlet pipes installed shall be at least 3 metres long and shall be embedded 2.5 metres into the bank of the drain and shall protrude 0.5 metres beyond its face. The outlet end shall be fitted with a removable wire rodent guard.
- (4) Where a drain adjoining a road is relocated, the Drainage Superintendent shall arrange to have all existing private and road drains which cross beneath the road extended across the old course of the drain to the drain in its new location. The cost of all pipe materials to extend these drains together with the installation costs will be borne by the Road Authority having jurisdiction.

SECTION 29 – RIP-RAP EROSION PROTECTION

- (1) The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials where specified. All stone used for rip-rap culvert end protection shall be 125-225 mm clear quarried rock or OPSS.MUNI 1004 and be placed with a minimum thickness of 300mm thickness. Prior to placing rip-rap materials on the backfill materials, the Contractor shall lay a non-woven geotextile filter fabric equal to a "TerraFix 270R" or approved equal. No portion of the filter fabric shall remain exposed to sunlight. The Contractor shall take extreme care to not damage the geotextile filter fabric when placing the rip-rap on top of the filter fabric. The geotextile filter fabric and quarried stone shall be placed to the complete satisfaction of the Drainage Superintendent. **Concrete rip-rap or round stone will not be permitted.**

SECTION 30 – LOCATION OF STRUCTURES, ETC.

- (1) The Contractor shall satisfy himself as to the exact location, nature and extent of any existing structure, utility or other object which he may encounter during the course of the work. The Contractor shall indemnify and save harmless the Municipality and the Engineer for any damages which he may cause or sustain during the progress of the work. He shall not hold the Municipality or the Engineer liable for any legal action arising out of any claims brought about by such damage caused by him.

SECTION 31 - LAWN RESTORATION

- (1) Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

SECTION 32 – PROPERTY BARS AND SURVEY MONUMENTS

- (1) The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

SECTION 33 - CLEAN UP AND RESTORATION

- (1) The Contractor shall leave the whole of the site of the work in a neat, thorough and workmanlike appearance to the full satisfaction of the Drainage Superintendent. He shall haul away any excess earth from the site. He shall haul to the site, at his own expense, sufficient earth to fill any depressions caused by his work. All debris and waste materials specified for disposal by others shall be left in a neat condition. All materials to be disposed of under this contract shall be removed by the Contractor and the site left in a neat and tidy condition. The site shall be left, as closely as possible, in the same condition it was in prior to the commencement of the work.
- (2) As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

SECTION 34 - UTILITIES, RAILWAYS, ETC.

- (1) The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. Before commencing work, the Contractor will investigate the location of any and all railways, utility lines, wires, pipes, poles, towers, cables, etc. which may interfere with the proposed work. He will take all necessary steps to avoid damaging these. The Contractor will be liable for any damage to utilities and should any damage result to them from his operations, he will be completely responsible for these damages and will save harmless the Municipality and the Engineer from any legal actions which may arise as a result of such damage.
- (2) If permits are required to allow the work to be carried out on or adjacent to any utilities, pipelines, railways, etc., the Contractor shall obtain these at his own expense.
- (3) All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work form part of this specification and apply.
- (4) In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the work, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations and their co-ordination work shall be considered incidental to the project.

SECTION 35 – DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROADS

- (1) The Contractor shall be responsible for any damage caused by him to any portion of the municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of a road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any parts of the travelled portion of the road are damaged by the Contractor, the Municipality shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Municipality.

SECTION 36 – MAINTAINING FLOWS

- (1) The Contractor shall maintain the flow of any drainage works encountered in the progress of the work at no expense to the Owner. The Contractor shall obtain written approval from the Engineer in charge to stop up any drain and if necessary, provide pumping equipment, build necessary by-passes, etc. at no expense to the Owner.

SECTION 37 – MAINTENANCE

- (1) The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance (as evidenced by the final inspection report), thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer. Nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the appropriate laws under which the work is being done.

SECTION 38 - DRAINAGE SUPERINTENDENT

- (1) Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction, to superintend the work.
- (2) The Drainage Superintendent will be permitted to make minor variations in the, work so long as these variations will result in either a more satisfactory drain or a more economical one. These variations, however, must not be such as to change the intent of the work performed nor are they to reduce the standard of quality.

SECTION 39 - SPECIAL PROVISIONS

- (1) The Part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

RC SPENCER ASSOCIATES INC.

Windsor, Leamington & Chatham, Ontario

ENVIRONMENTAL PROTECTION SPECIAL PROVISIONS

(Revised 2016 11 25)

SECTION 1 – GENERAL

- (1) These Environmental Protection Special Provisions shall apply and form part of this Contract. All costs associated to confirming with these Special Provisions shall be included in the Tender prices bid.

SECTION 2 - FIRES

- (1) Fires and burning of rubbish on site will be permitted only with special approval from the Municipality.

SECTION 3 - DISPOSAL OF WASTES

- (1) The Contractor shall not bury rubbish and waste materials on site unless approved by the Engineer and all applicable approving authorities. The site shall be maintained free of accumulated waste and rubbish. All waste materials should be disposed of in a legal manner at a site approved by all local approving authorities and the Engineer.
- (2) The Contractor shall not allow deleterious substances, waste or volatile materials such as mineral spirits, or paint thinner, to enter into waterways, storm or sanitary sewers.
- (3) The disposal of dredge material where applicable shall be in accordance with the above.

SECTION 4 - POLLUTION CONTROL

- (1) The Contractor shall maintain under this Contract temporary erosion, sediment and pollution control features installed.
- (2) The Contractor shall control emissions from equipment and plant to local authority's emission requirements.
- (3) The Contractor shall not cause excessive turbidity when performing in-water work. The Contractor shall not allow any debris, fill or other foreign matter to enter into the waterway. The Contractor shall remove from the waterway, all extraneous materials resulting from in-water work.
- (4) The Contractor shall abide by local noise By-Laws for the duration of the Contract.
- (5) Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Engineer. To reduce the risk of fuel entering the waterway, refuelling of machinery must take place a safe distance from the waterway. The Contractor shall note that the Engineer or the Owner takes no responsibility for spills, this shall be the sole responsibility of the Contractor.

SECTION 5 - WHMIS

- (1) The Contractor shall comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.

SECTION 6 - DRAINAGE

- (1) The Contractor shall not pump water containing suspended materials into waterways, sewers or drainage systems. The Contractor shall be solely responsible for the control, disposal or runoff of water containing suspended materials or other harmful substances in accordance with these specifications, and local authority requirements. The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and the site free from water.
- (2) The Contractor shall install and maintain sediment control devices as indicated on the Contract Drawing and as directed by the Engineer.

SECTION 7 - PROTECTION OF VEGETATION

- (1) The Contractor shall exercise the utmost caution to ensure that existing trees and plants on-site and on adjacent properties are not damaged or disturbed unless noted otherwise in the Removals Special Provisions of this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site. No trees or shrubs shall be removed without the approval of the Engineer.

SECTION 8 - DUST CONTROL

- (1) The Contractor will be solely responsible for controlling dust nuisance resulting from his operations, both on the site and within adjacent rights-of-way.
- (2) Water and calcium chloride shall be applied to areas on or adjacent to the site as authorized by the Engineer as being necessary and unavoidable for the prevention of dust nuisance or hazard to the public. No payment will be made for dust control unless otherwise specified in the Special Provisions.

SECTION 9 - RESTRICTIONS FOR IN-WATER WORKS

- (1) The Contractor shall only perform in-water works during times when conditions permit reasonable production rates to be achieved. The Contractor shall be required to adopt good housekeeping practices that minimize disturbance to the site and the adjacent waterway.
- (2) The Contractor shall note that this Project is subject to approval from the Essex Region Conservation Authority and as such, any possible turbidity caused by the construction of shore protection works is of key importance.
- (3) The Contractor shall minimize the turbidity (sedimentation) produced by any in-water works construction or operations. The Contractor will be ordered to cease operations if, in the opinion of the Engineer or authorities having jurisdiction, the in-water work is producing unacceptable amounts of turbidity in the waterway. Based on this, the Contractor shall either adjust his operation(s) to produce lower turbidity levels, wait for more favourable conditions before operations will be allowed to continue, or undertake approved mitigating measures (e.g., sediment control, etc.). All costs associated with the above will be the sole responsibility of the Contractor, and no claims for extras or delays will be considered.

SECTION 10 - FISH HABITAT

No work shall be undertaken when there is likelihood of adverse effects on fish spawning or fish habitat in downstream waters. The Contractor shall implement the following measures to avoid causing harm to fish and fish habitat:

10.1 - Site Selection

- (1) Design and plan activities and works in the water body such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- (2) Design and construct approaches to the water body such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- (3) Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.

10.2 - Standard Practices

- (1) Work will not be conducted at times when flows are elevated due to local rain events, storms or seasonal floods. Construct the work 'in the dry' and cut only trees necessary to do the work (no clear-cutting) and as specified in the Construction Specifications. All disturbed areas and all disturbed soils on both banks and within the channel, including spoil, must be stabilized immediately, and upon completion of work returned to a pre-disturbed state or better as soon as conditions allow.

10.3 - Timing Windows

- (1) For spring spawning fish in southwestern Ontario, the timing window for construction, is July 15 to March 15. This covers all warm water fish species, which is the type of fish that will be found in essentially all the small watercourses and drains in southwestern Ontario. Do not carry out in-water work and any work affecting fish or fish habitat outside of the timing window without prior authorization from the appropriate authorities for emergency situations affecting public safety.

10.4 - Contaminant and Spill Management

- (1) Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, poured concrete, or other chemicals do not enter the watercourse. All activities should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water.
- (2) Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- (3) Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

10.5 - Erosion and Sediment Control

- (1) Develop and implement an 'Erosion and Sediment Control Plan' for the site that minimizes risk of sedimentation of the water body during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the water body or settling basin, and runoff water is clear. The plan should, where applicable, include:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
 - Measures for managing water flowing into the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a water body. For example, pumping/diversion of water to a vegetation area, construction of a settling basin or other filtration system.
 - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, culvert work). To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and his/her contractors to ensure that sediment and erosion control measures are functioning properly and are maintained/upgraded as required.
 - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, uprooted or cut aquatic plants, accumulated debris) above the high-water mark of nearby water bodies to prevent re-entry.

- Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction. Repairs to erosion and sediment control measures and structures if damage occurs. Sediment in the barriers/traps must be removed and stabilized on land to prevent entry of sediment into the water. Removal of non-biodegradable erosion and sediment control materials once the site is stabilized.

10.6 - Fish Protection

- (1) Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- (2) Retain a qualified professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- (3) Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
- (4) Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish's swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.

10.7 - Operation of Machinery

- (1) Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species, and noxious weeds. Wash, refuel, and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
- (2) Whenever possible operate machinery on land above the high-water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the water body.
- (3) To cross a municipal drain or watercourse, use the existing crossing structures within the designated working corridors or construct temporary crossing structures approved by the Engineer. Forging will not be permitted unless approved by the Engineer and carried out by the Contractor according to the requirements determined by the Engineer.

10.8 - Culvert Work

- (1) It is important to apply the relevant mitigation measures outlined above, to ensure that no deleterious materials reach fish habitat and that there are no detrimental impacts to physical fish habitat.
- (2) Existing culverts may be repaired, replaced, and removed, and debris may be removed from them, without contacting DFO. Important things to consider are:
 - the timing window, which will be July 15 to March 15 for almost 100% of projects;
 - that fish passage must not be obstructed;
 - that the channel cannot be realigned;
 - that culverts are designed for a minimum embedment of 10% below grade;
 - that new material placed below the high-water mark must be properly stabilized and protected from erosion;
 - that the channel must not be narrowed; and
 - that work must be done when there is no flowing water.
- (3) It is best to time work when stream flows are at a minimum, but contingency measures should be in place in the event that a heavy rain occurs. Cofferdams or other features should be used above the area of construction and water above it should be pumped into the stream channel downstream of the construction. If the initial dewatering strands fish, they should be captured and placed downstream in the wetted area. It may be necessary to get a permit from MNRF to move the fish.

SECTION 11 - ENDANGERED SPECIES ACT

- (1) All work must comply with the current version of the Ontario Endangered Species Act, 2007, S.O. 2007, c.6; O. Reg.230/08: (Species at Risk in Ontario); and O. Reg. 242/08: (General).
- (2) The Municipality shall obtain the most current Endangered Species information available from MNRF and other sources. A designated persons employed by the Municipality will be responsible for reviewing habitat maps to determine if registration of prescribed activities or full review and approval by MNRF and other agencies is required.
- (3) Prior to the start of any construction activities, the Contractor shall meet with the Municipal Designate to obtain a copy of specific mitigation procedures for dealing with endangered species should they be encountered anytime during construction.

RC SPENCER ASSOCIATES INC.
Windsor, Leamington & Chatham, Ontario

APPENDIX 'C'

RECORD OF ON-SITE MEETING



5 February 2021
File No. 19-955

Town of Amherstburg
271 Sandwich St. South,
Amherstburg, ON
N9V 2A5

Attention: Mr. Shane McVitty, P.Eng.
Drainage Superintendent & Engineering Coordinator

Re: Record of Virtual On-Site (Zoom) Meeting,
Held on January 29, 2021
7th Concession Road Drain North

Municipal Representatives: Shane McVitty, P.Eng., Drainage Superintendent
 Nicole Humber, Office Clerk

Engineer's Representatives: Dennis McCready, P.Eng., RC Spencer Associates Inc.
 Marvel Hormiz, P.Eng., RC Spencer Associates Inc.

Culvert Reference Numbers:

For reference purposes, culvert numbers have been assigned to the existing culverts in the drain and a proposed new culvert, as follows:

<u>Culvert No.</u>	<u>Parcel No.</u>	<u>Owners</u>
1	(Alma Street)	Town of Amherstburg
2	19	Cory Bridgen & Carolyn Yakopich
3	18	Patrick Beadow
5	(County Rd 18)	County of Essex
6	31	James McGuire
7	31	James McGuire
9	11	Larry Taylor & Donna Taylor
8	30	Joe Grondin (future owner)
10	12	Justin Taylor
11	10	Jeffrey Vance & Kristie Vance

Introduction:

Shane McVitty – Drainage Superintendent

The purpose of the meeting is to discuss the request received from the landowner James McGuire, back in October 2019. Mr. McGuire asked for the repair and replacement of an existing access bridge over the 7th Concession Road Drain under Section 78 of the Drainage Act.

As well, Larry Taylor has indicated that his access crossing is in rough shape.

Section 78 of the Drainage Act involves a new engineering report. The first step in the process is to have an on-site meeting. At the on-site meeting what we try to do is outline the scope of the work, figure out what issues people may have, and to give the engineer a sense of what he needs to do moving forward with the project. The residents can discuss what the issues are and make the Engineer aware of what work they would like included in the engineering report.

Our appointed engineer is Dennis McCready from RC Spencer. He was appointed back in December of 2019 to complete a report under Section 78 of the Drainage Act in response to the request for repair and improvement. An on-site meeting was scheduled back on 7 April 2020, but Covid caused the meeting to be cancelled. On-site meetings under Section 78 of the Drainage Act are a requirement of the Act. This is the first on-site meeting that we have done since the pandemic took control of things. If you would rather speak personally you can always call us at the public works office and our engineer is also going to be available for discussions, which I would encourage as well.

There are seven bridges and two road crossings currently in the 7th Concession Road Drain. The intention is to have the engineer evaluate all of the bridges and provide maintenance provisions and suggested replacement provisions if needed.

Dennis McCready – RC Spencer Assoc. Inc.

There has been a request put in to look at replacing one failing access culvert. There have been 6 reports on the drain from 1918 up to 1981. The 1981 report is the latest Engineer's report prepared by William Settington on July 24, 1981. At that time, the entire length of the drain was cleaned out.

Today, there are seven access culverts in the drain and two road crossings. Under the 1981 report, three of the access culverts were replaced with CSP (Culverts No. 2, 5 & 7) and another three culverts (Culverts No. 3, 6 & 9) were cleaned and left in place. The culvert serving Parcel No. 12 (Culvert No. 8) was installed sometime after the 1981 work was completed. It is a private culvert and has no status under the Drainage Act, unless it is incorporated as part of the new drainage report.

The 1981 report also provided that the drain be maintained at the expense of the entire watershed. There were no specific provisions set out for the assessment of culvert replacement or maintenance costs. If an access culvert were replaced under maintenance, the only mechanism the Municipality would have, is to assess the cost against all of the lands in the watershed proportionate to the 1981 assessment schedule. This would not be a fair and equitable way to assess the culvert costs. Under more recent drainage reports what the engineers have been doing is assessing part of the cost against adjoining property that is served by the access culvert, with the remaining portion of the cost being assessed to the upstream watershed as outlet assessments. Normally, the split between the special benefit to the owner and the outlet assessments to the upstream lands are somewhere in the order of 50% for "Special Benefit" and 50% for "Outlet Liability".

In addition to the culvert installed after the 1981 report, serving Parcel No. 12. There is a culvert serving Parcel No. 10 (Culvert No. 9) and the portion of the existing culvert across the driveway is a part of the Municipal Drain. Sometime after the 1981 report, the culvert was extended to enclose the lawn area with CSP pipe and this is not currently a part of the municipal drain.

Any information that the property owners can share with us about any drainage problems and any other issues would be most helpful to us. We would like to know what shape the existing access culverts are in and if they should be replaced in the near future. If you are aware of any watershed changes that would increase or reduce your acreage assessment into the drain please let us know.

Comments and Requests of Owners in Attendance:

1. Larry Taylor – Parcel No. 11 – (Culvert No. 9)

Mr. Taylor pointed out to Shane back in 2019, that his bridge is the same as Jim McGuire's where it has rotted right down the middle on both sides. The upper part of the culvert has kind of collapsed on the lower half and it is still holding up. There are no holes in the deck. The ditch was cleaned a few years ago. There is a good flow of water through it and flows north with even as little as two inches of water in it. Mr. Taylor wanted to know exactly how much land is assessed to see if anything has changed.

Mr. McCready indicated that his property is assessed 14.98 hectares (37 acres) under the 1981 report.

Mr. McVitty indicated that the Engineer is going to examine all of the culverts and decide what kind of condition they are in and whether they have got any life left in them.

2. Brian Renaud – County Road 18 in W1/2 Con 8

Mr. Brian Renaud indicated that he has no subsurface water going to the drain whatsoever. He is all tiled westerly to the 6th Concession Drain. He wondered what he could expect for an assessment.

Mr. McCready indicated that his lot is not close to the drain, so Benefit assessment would not apply. The engineer's plan from 1981 shows the watershed cutting across the north east corner of his property. However, the property was not assessed in the 1981 Schedule of Assessment. We need to visit his property to see if any water makes it to the 7th Concession Road Drain.

Mr. Renaud is in the process of getting his property retiled. They are going to have to pump some water into the 6th Concession Drain. They looked at going into the 7th Concession Drain, however, it is not possible because of the elevations so everything is going to be tile drained towards the 6th Concession Drain.

3. Jason McGuire – Parcel No. 32

Mr. McGuire indicated that the drain is working well after it was cleaned out. He has no access culvert in the drain. If other properties need bridge replacement so be it.

4. Joe Grondin – Parcel No. 30 – (Culvert No. 8)

Larry Taylor currently Parcel No. 11. A residential lot will be severed at the existing house and Access Culvert No. 9 located north of Parcel No. 11. Larry Taylor will keep the house and the Access Culvert No. 9. The severed farmland (most of the property) will be purchased by Joe Grondin. Joe Grondin needs a new access crossing (Culvert No. 8) and will be assessed 100% of the construction cost as a result of the severance. Future assessment would be approximately 50%-50%.

Call Joe Grondin and Larry Taylor before the survey so that they can attend that day.

Mr. Grondin wants a new access culvert included in the drainage report for the severed farm property somewhere along the frontage. He is not sure which side of Taylor's house he wants the culvert installed and it will have to be discussed with the engineer.

Mr. McVitty confirmed with Mr. Grondin that he has purchased a portion of Larry Taylor's farm and one of the conditions of severance is to have a new access provided into the severed farm property. The Engineer will have to reach out to Mr. Grondin and figure out where exactly he wants that bridge to be included as part of the new report.

Larry Taylor confirmed that he is going to retain his house with the existing access culvert (Culvert No. 9), and the farmland is going to be severed off and transferred to Joe Grondin.

5. Patrick Beadow – Parcel No. 18 – (Culvert No. 3)

Mr. Beadow wondered if he would be assessed the entire cost of the work on his culvert. His sacked concrete headwalls are failing. The culvert is in pretty good condition. It does not seem like the metal culvert itself is failing at all. It is rusted at the bottom but he cannot find any holes in it.

The last time the drain was cleaned out, Mr. Beadow pointed out that his bridge seems to be the high point between the north and south as this is the way the property lays. It seems like after they cleaned it out the last time, it is holding a little bit of water back towards the south but it is draining fairly well to the north. The floor of the bridge at Alma Street (Town Line Road) was broken years ago. When the drain was cleaned out last time, they put rock rubble in there and it holds water back a little bit. Everything seems to be draining fine from his bridge downstream.

Mr. Grondin asked about his assessment. Mr. McCready indicated that if there is no cleanout of the ditch and if his culvert pipe is in good condition, then his assessment would be approximately half of the cost of the end walls and you would also be assessed some outlet assessments for the Culvert No. 2 located downstream of his property.

He says that the only thing he has going into the drain is his sump pump and the downspouts on the south side of my house.

Mr. Beadow wondered what the new endwalls would be like. Since his culvert is only 7 metres long, we would look at vertical end walls like stacked concrete blocks. He does not want anything fancy.

APPENDIX 'D'

CORRESPONDENCE



Fisheries and Oceans
Canada

Pêches et Océans
Canada

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

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

December 17, 2021

Our file *Notre référence*

21-HCAA-02598

RC Spencer Associates Inc.
Attention: Marvel Hormiz
800 University Avenue West
Windsor, ON, N9A 5R9

Subject: Culvert Replacements and Installation, 7th Concession Drain North, Hanow – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat

Dear Marvel Hormiz:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on December 1, 2021. We understand that you propose to:

- Replace three existing access culverts, as well as install two new access culverts, within 7th Concession Drain North resulting in approximately 50 square meters (m²) footprint below the High Water Mark;
 - Replace culverts at locations 3, 6, and 9 with like-for-like structures (culvert 9 will be a HDPE culvert rather than CSP);
 - Install a new 1400mm diameter by 15.5m CSP culvert at location 4;
 - Install a new 1000mm diameter by 12.5m CSP culvert at location 8;
 - Stabilize culvert headslopes by constructing riprap aprons at the inlet and outlet of each structure;
- Embed culvert to allow for fish passage; and,
- Work in isolation of flow or open water to avoid sedimentation of the watercourse.

Our review considered the following information:

- Request for Review and supporting documents received on December 1, 2021.
- Correspondence between DFO and RC Spencer Associates Inc. on December 10, 2021.

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

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

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

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

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures outlined in your plan(s), in addition to the following listed below:

- Plan in-water works, undertakings and activities to respect [timing windows](#) to protect fish and fish habitat;
- Capture, relocate and monitor for fish trapped within isolated, or enclosed areas;
- If required, screen intake pipes to prevent entrainment or impingement of fish;
 - Use the [code of practice](#) for water intake screens;
- If required, apply the interim [code of practice](#) for temporary cofferdams and diversion channels;
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity;
 - Limit access to banks or areas adjacent to waterbodies;
 - Construct access points and approaches perpendicular to the watercourse or waterbody;
 - Re-vegetate the disturbed area with native species suitable for the site;
- Restore stream geomorphology (i.e., restore the bed and banks, gradient and contour of the waterbody) to its initial state;
- Develop and implement a Sediment Control Plan to minimize sedimentation of the waterbody during all phases of the work, undertaking or activity;
 - Schedule work to avoid wet, windy and rainy periods (and heed weather advisories);
 - Inspect and maintain regularly the erosion and sediment control measures and structures during all phases of the project;
 - Monitor the watercourse to observe signs of sedimentation during all phases of the work, undertaking or activity and take corrective action;
- Do not deposit any deleterious substances in the water course; and,
- Develop and implement a response plan to avoid a spill of deleterious substances.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements.

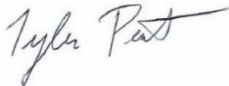
Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, and the *Species at Risk Act*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to FisheriesProtection@dfo-mpo.gc.ca or 1-855-852-8320 (<http://www.dfo-mpo.gc.ca/pnw-ppe/contact-eng.html>).

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

If you have any questions with the content of this letter, please contact Tyler Peat at (613) 213-0293 or by email at tyler.peat@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,



Tyler Peat
Biologist, Triage and Planning
Fish and Fish Habitat Protection Program

CC: Shane McVitty – Town of Amherstburg

mhormiz@rcspencer.ca

From: Ashley Gyori <AGyori@erca.org>
Sent: December 10, 2021 12:48 PM
To: mhormiz@rcspencer.ca
Cc: rcspencer@rcspencer.ca; 'Shane McVitty'
Subject: RE: 7th Concession Road Drain North
Attachments: 19-955 - 7th Conc Drain Report.pdf; 19-955 - Drawings.pdf

Good afternoon Marvel,

Thank you for providing the attached Preliminary Drawings for the proposed works to the 7th Concession Road Drain, Project No. 19-955. I've had an opportunity to review the preliminary drawings and the available information and can confirm that this office can support this proposal, as presented in the preliminary stages.

The only comment that I have to note is that on Page 9, it specifies that existing Culvert No. 8 is to be removed and replaced; however, this is one of the new culvert installations. Additionally, just below this, it states that Culvert No. 10 is to be a new culvert installation. It's my understanding that the culvert to be replaced is Culvert No. 9.

We look forward to receiving the final stamped and signed drainage report and drawings. A completed Application for Permit form will be required from the municipality.

If you have any questions, please do not hesitate to contact me.

Kind regards,



ASHLEY GYORI
Regulations Analyst
Essex Region Conservation Authority
360 Fairview Avenue West, Suite 311 • Essex, Ontario • N8M 1Y6
P. 519-776-5209 x 247 • F. 519-776-8688
agyori@erca.org • essexregionconservation.ca

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**** Please note that I will be away from the office from Monday, December 20th, 2021 until January 4th, 2022.****

**** Please note that the ERCA office is closed to the public; however, staff are continuing to respond to inquiries and review applications in a modified capacity. We appreciate your understanding and patience at this time.****

From: mhormiz@rcspencer.ca <mhormiz@rcspencer.ca>
Sent: Wednesday, December 1, 2021 2:39 PM
To: Ashley Gyori <AGyori@erca.org>

Cc: rcspencer@rcspencer.ca

Subject: FW: 7th Concession Road Drain North

Hi Ashley,

Further to my email yesterday, I have attached a draft copy of our drawings and report for your review. If you need anything further, please let me know.

Kind regards,

Marvel Hormiz, P.Eng.

Project Engineer

RC SPENCER ASSOCIATES INC.

Office: (519) 946-1122 Ext. 1128

From: mhormiz@rcspencer.ca <mhormiz@rcspencer.ca>

Sent: November 30, 2021 4:23 PM

To: 'AGyori@erca.org' <AGyori@erca.org>

Cc: 'rcspencer@rcspencer.ca' <rcspencer@rcspencer.ca>

Subject: 7th Concession Road Drain North

Hi Ashley,

RC Spencer was appointed to complete a drainage report for the assessment of all the culverts within the 7th Concession Drain North in the Town of Amherstburg. We have assessed all the culverts and have recommended the replacement of three culverts within the drain and completed the design for the installation of two new culverts.

I would just like to know what you require for review of the project. Please let me know and I will send it over asap.

Kind regards,

Marvel Hormiz, P.Eng.

Project Engineer

RC SPENCER ASSOCIATES INC.

Office: (519) 946-1122 Ext. 1128

From: Shane McVitty <smcvitty@amherstburg.ca>

Sent: January 29, 2021 8:34 AM

To: Dennis McCreedy (dmccready@rcspencer.ca) <dmccready@rcspencer.ca>; Marvel Hormiz <mhormiz@rcspencer.ca>

Subject: FW: Notice of Site Meeting - 7th Concession Road Drain North

Good Morning,

Please see attached correspondence from ERCA for your information.

Regards,
Shane

Shane McVitty

Drainage Superintendent / Engineering Coordinator

Town of Amherstburg

512 Sandwich St. South, Amherstburg, ON, N9V 3R2

Tel: 519-736-3664 x2318 Fax: 519-736-7080 TTY: 519-736-9860



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From: Ashley Gyori <AGyori@erca.org>

Sent: January 29, 2021 8:25 AM

To: Shane McVitty <smcvitty@amherstburg.ca>

Subject: Notice of Site Meeting - 7th Concession Road Drain North

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning Shane,

This office acknowledges receipt of the attached Notice of Site Meeting for the proposed repair and improvements on the 7th Concession Road Drain North. We will not be in attendance at this meeting.

A review of our floodplain mapping for the above noted property indicates that the 7th Concession Road Drain North is located within an area that is under the jurisdiction of the Essex Region Conservation Authority (ERCA) (Section 28 of the *Conservation Authorities Act*). Prior to undertaking works, a permit is required from this office.

Please note that the 7th Concession Road Drain North outlets into the Long Marsh Drain, which is a modelled waterway. As such, please find attached the 1:100 year floodline mapping for the Long Marsh Drain at this location. As we are unaware of the scope and scale of the proposed repairs and improvements, it should be noted that any proposed works to the 7th Concession Road Drain must not adversely impact the flow regime for all storms up to and including the 1:100 year event. The proposed works cannot change the 1:100 year flood elevations of the Long Marsh Drain. We cannot be more specific in this regard without an actual proposal to review.

With respect to Department of Fisheries and Oceans (DFO) concerns and comments, the proposed works to the drain will need to be self-assessed by you, the proponent, through the DFO website at <http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>. Through the self-assessment process, you will be able to determine if these works require a formal authorization under the *Fisheries Act*.

If further information or clarification is required, please do not hesitate to contact me.

Kind regards,



ASHLEY GYORI
Regulations Analyst
Essex Region Conservation Authority
360 Fairview Avenue West, Suite 311 • Essex, Ontario • N8M 1Y6
P. 519-776-5209 x 247 • F. 519-776-8688
agyori@erca.org • essexregionconservation.ca

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**** Please note that the ERCA office is closed to the public; however, staff are continuing to respond to inquiries and review applications in a modified capacity. We appreciate your understanding and patience at this time.****

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

From: Lisa Pavan <LPavan@erca.org>
Sent: Tuesday, January 26, 2021 9:33 AM
To: Ashley Gyori <AGyori@erca.org>
Subject: Drainage Notification

LISA PAVAN
Administrative Associate, Corporate Services
Essex Region Conservation Authority
360 Fairview Avenue West, Suite 311 Essex, Ontario N8M 1Y6
P. 519-776-5209 x 346 F. 519-776-8688
lpavan@erca.org www.essexregionconservation.ca See the light in others, and treat them as if that is all you see. -Dr Wayne Dyer

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

From: Ricoh@erca.org <RicoH@erca.org>

Sent: Monday, January 25, 2021 1:45 PM
To: Lisa Pavan <LPavan@erca.org>
Subject: Message from "RicohC6003"

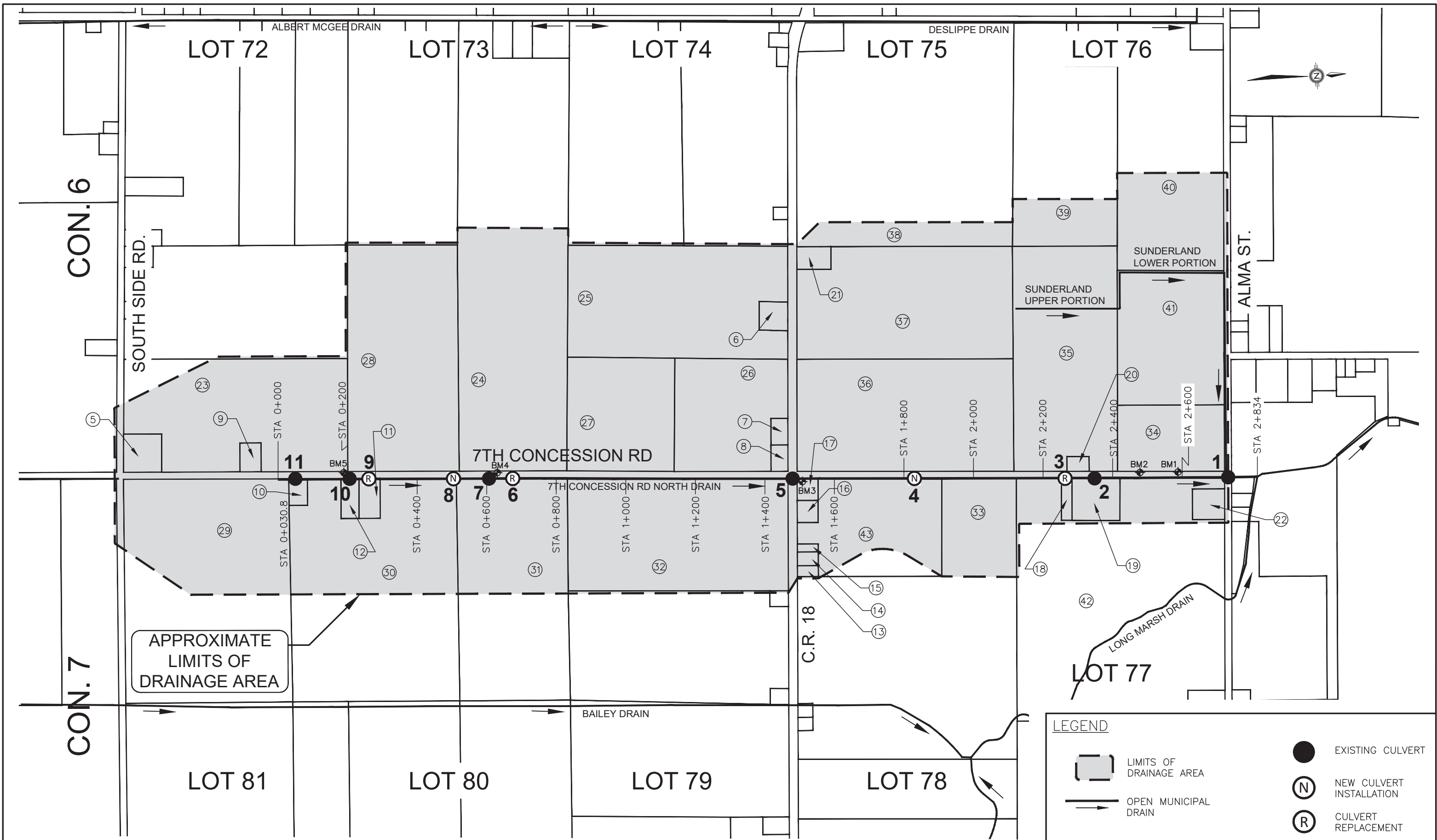
This E-mail was sent from "RicohC6003" (MP C6003).

Scan Date: 01.25.2021 13:44:37 (-0500)
Queries to: Ricoh@erca.org



This email has been checked for viruses by AVG antivirus software.

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APPROXIMATE
LIMITS OF
DRAINAGE AREA

LEGEND

- LIMITS OF DRAINAGE AREA
- OPEN MUNICIPAL DRAIN
- EXISTING CULVERT
- NEW CULVERT INSTALLATION
- CULVERT REPLACEMENT

SITE BENCHMARKS:

- 1) NAIL IN HP @ STA 2+588 ELEV= 185.16
- 2) T.O.N. ON F.H. FRONTING MUN. 7048 7TH CONC. ROAD ELEV= 185.71
- 3) T.O.N. ON F.H. @ N/E CORNER OF C.R.18 AND 7TH CONC. ROAD ELEV= 187.36
- 4) T.O.N. ON F.H. FRONTING MUN. 7359 7TH CONC. ROAD ELEV= 186.63
- 5) T.O.N. ON F.H. FRONTING MUN. 7405 7TH CONC. ROAD ELEV= 187.4

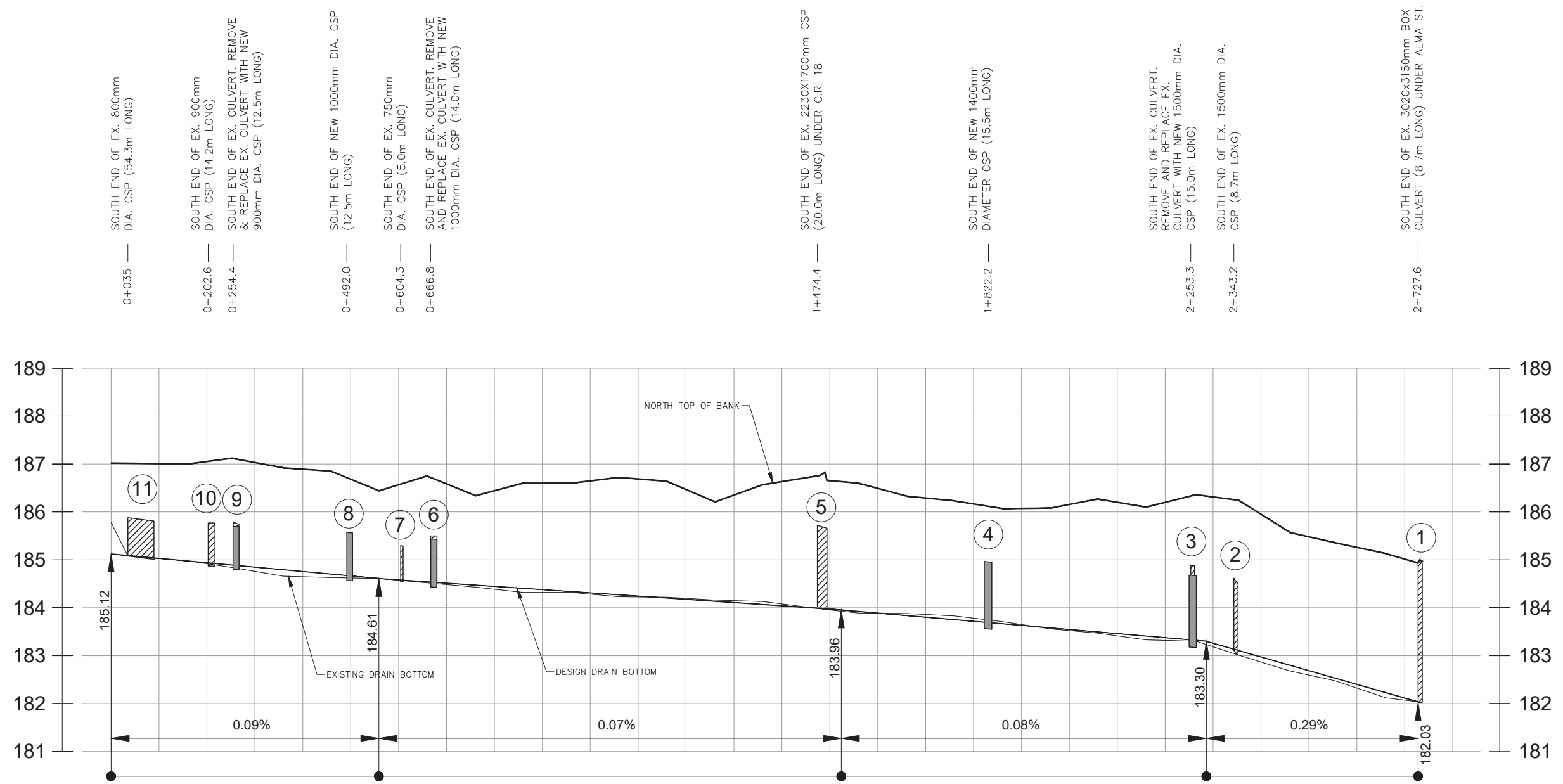


DESIGN	M.M.H.
CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
SCALE	1:10,000

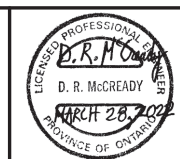
7TH CONCESSION DRAIN NORTH

DRAINAGE AREA PLAN

PROJECT NO.	19-955
SHEET NO.	1
OF	8



Station	Existing North Top of Bank	Existing Drain Bottom	Drain Stations
0+000	187.02	185.78	
0+100	187.00	185.03	
0+200	187.05	184.92	
0+300	187.03	184.76	
0+400	186.89	184.65	
0+500	186.68	184.62	
1+560	186.57	184.55	
0+600	186.58	184.48	
0+800	186.44	184.39	
0+900	186.60	184.32	
1+000	186.65	184.28	
1+100	186.69	184.23	
1+200	186.47	184.20	
1+300	186.35	184.15	
1+400	186.63	184.08	
1+500	186.65	183.95	
1+524	186.49	183.89	
1+600	186.29	183.86	
1+700	186.17	183.78	
1+800	186.07	183.65	
1+900	186.16	183.52	
2+000	186.20	183.41	
2+100	186.20	183.32	
2+200	186.31	183.19	
2+286	185.95	182.87	
2+300	185.48	182.60	
2+400	185.26	182.32	
2+500	185.02	182.07	
2+600	184.98	182.08	
2+700			
2+727.8			

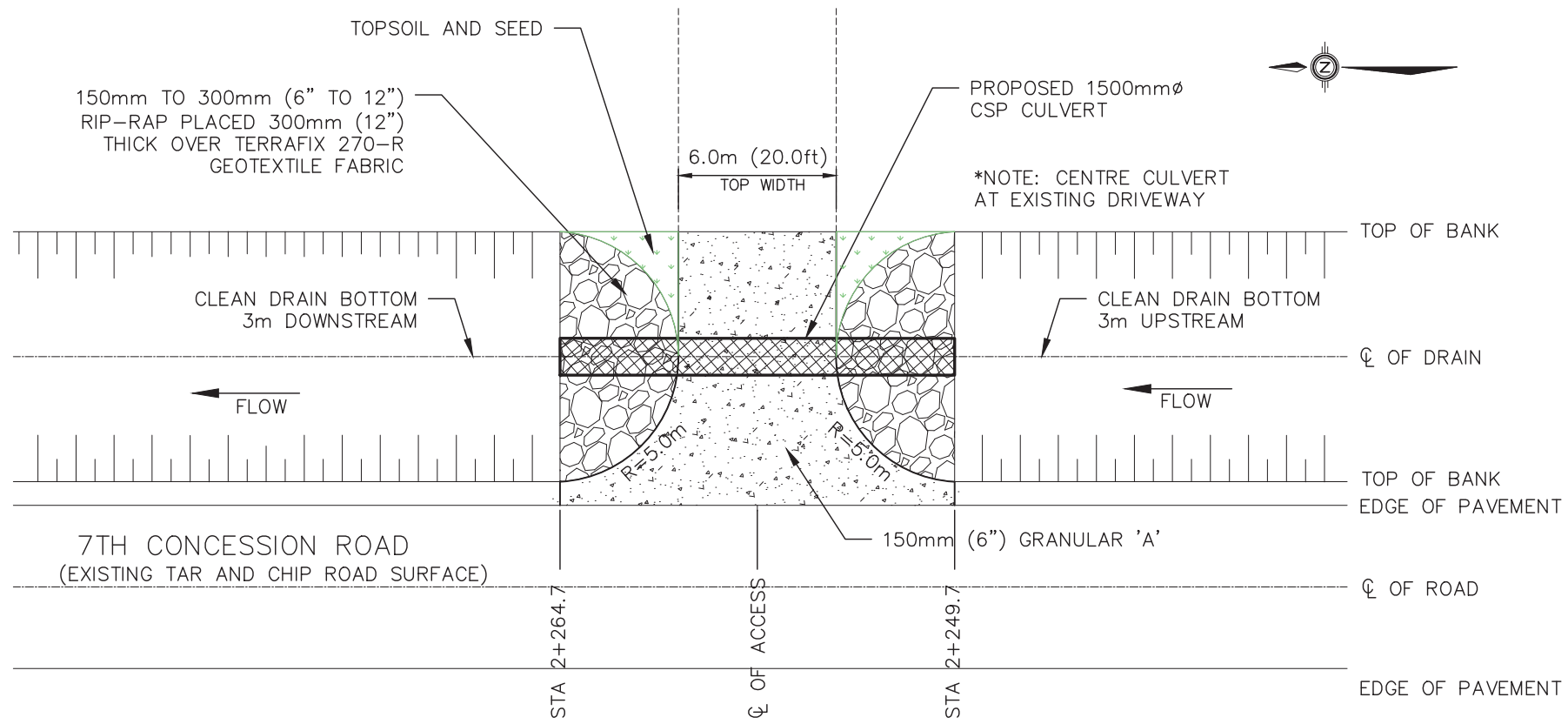


DESIGN	M.M.H.
CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
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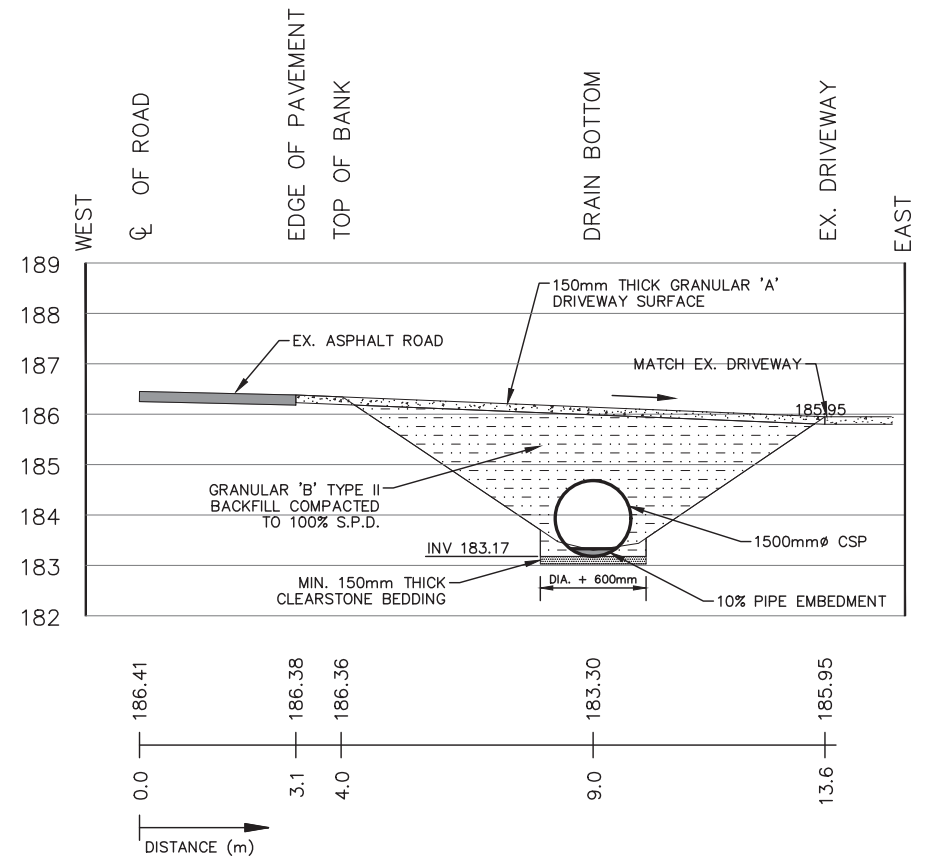
7TH CONCESSION DRAIN NORTH

PROFILE

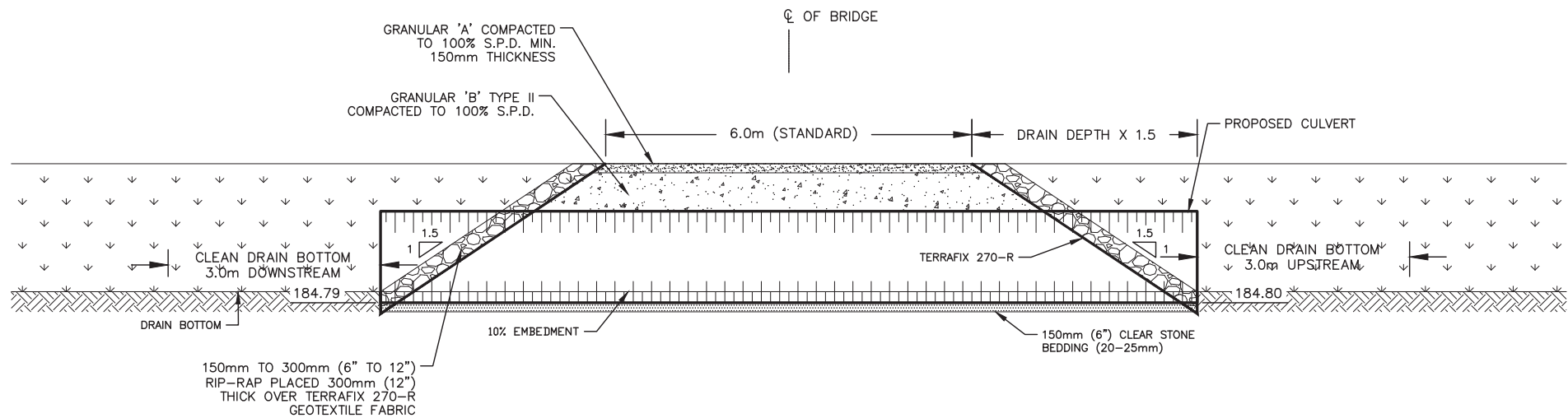
PROJECT NO.	19-955
SHEET NO.	2
OF	8



PLAN VIEW
SCALE: N.T.S.



CROSS-SECTION DETAIL
SCALE: 1:150



LONGITUDINAL SECTION
SCALE: N.T.S.

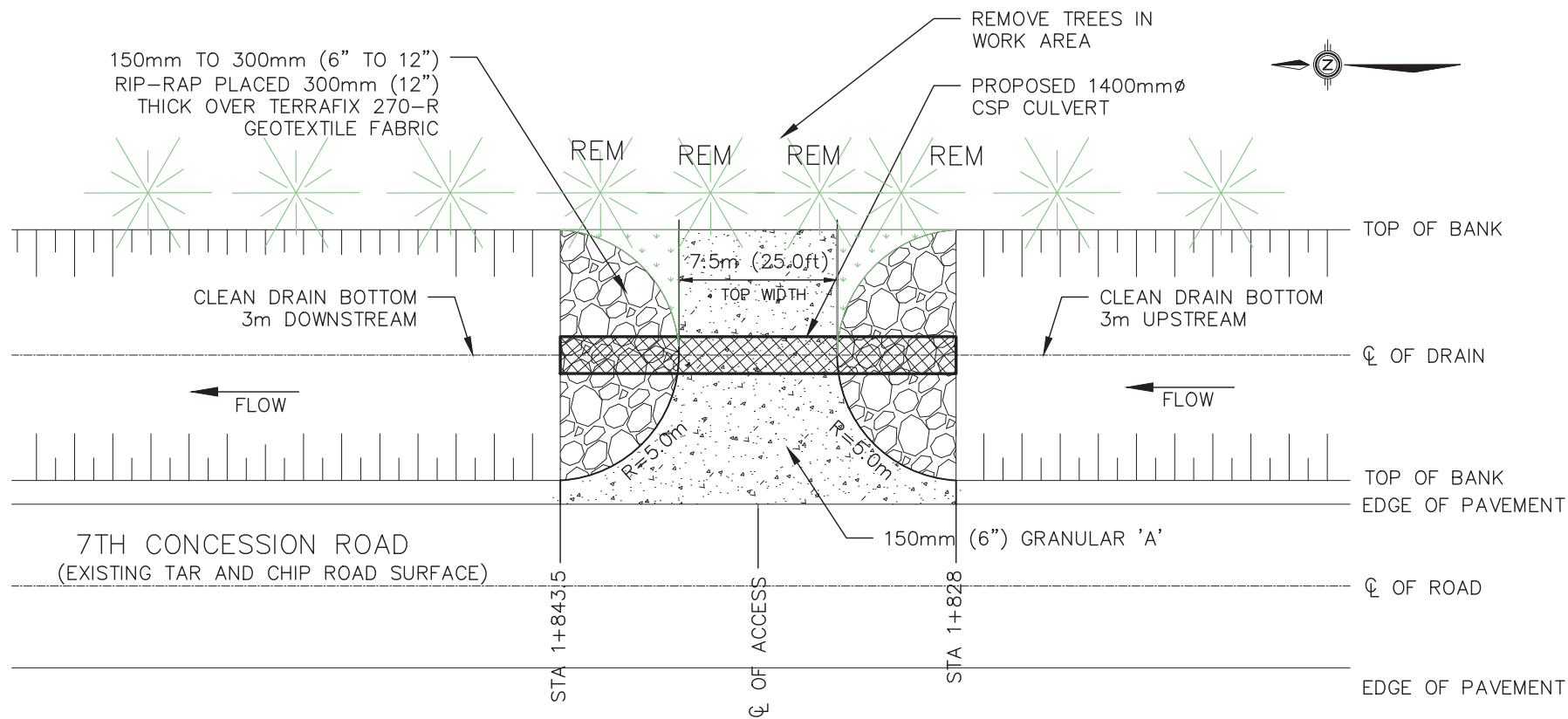
CULVERT NO. 3 – PARCEL NO. 18 (CULVERT REPLACEMENT) STATION 2+249.7 TO 2+264.7	
PIPE SIZE	1500mm DIAMETER
PIPE LENGTH	15.0m
DRIVABLE TOP WIDTH	6.0m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE (BOLTED COUPLER JOINTS)
UPSTREAM PIPE INVERT	183.18
DOWNSTREAM PIPE INVERT	183.17
PIPE GRADE	0.08%



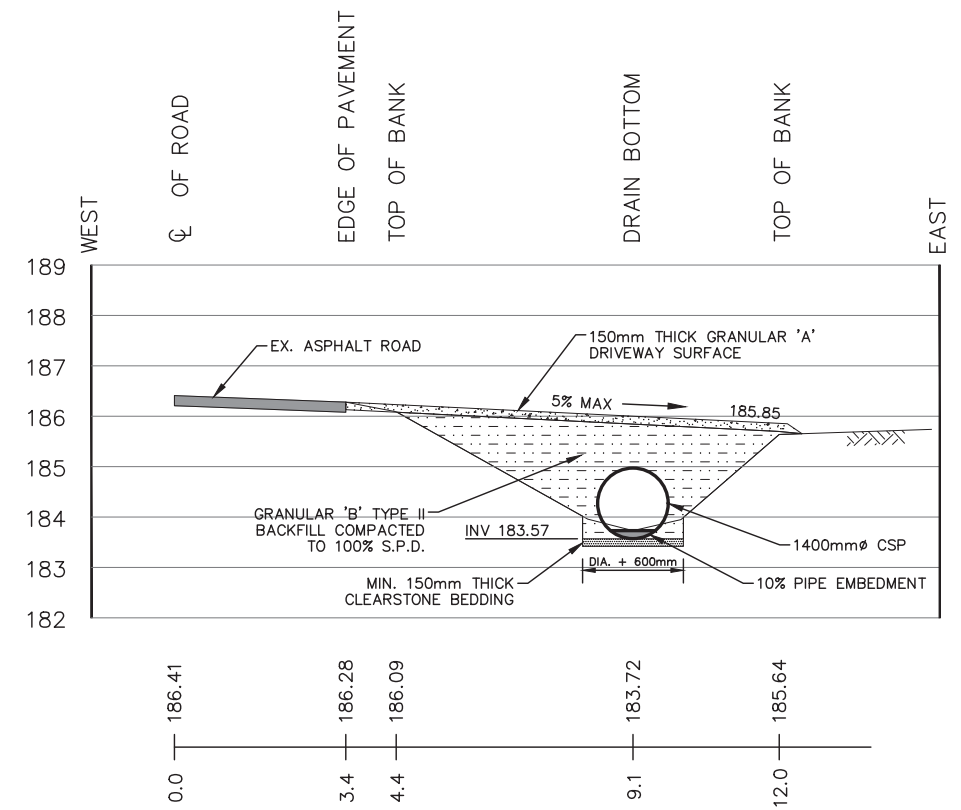
DESIGN	M.M.H.
CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
SCALE	AS SHOWN

7TH CONCESSION DRAIN NORTH
CULVERT NO. 3
(REPLACED IMMEDIATELY
UNDER THIS REPORT)

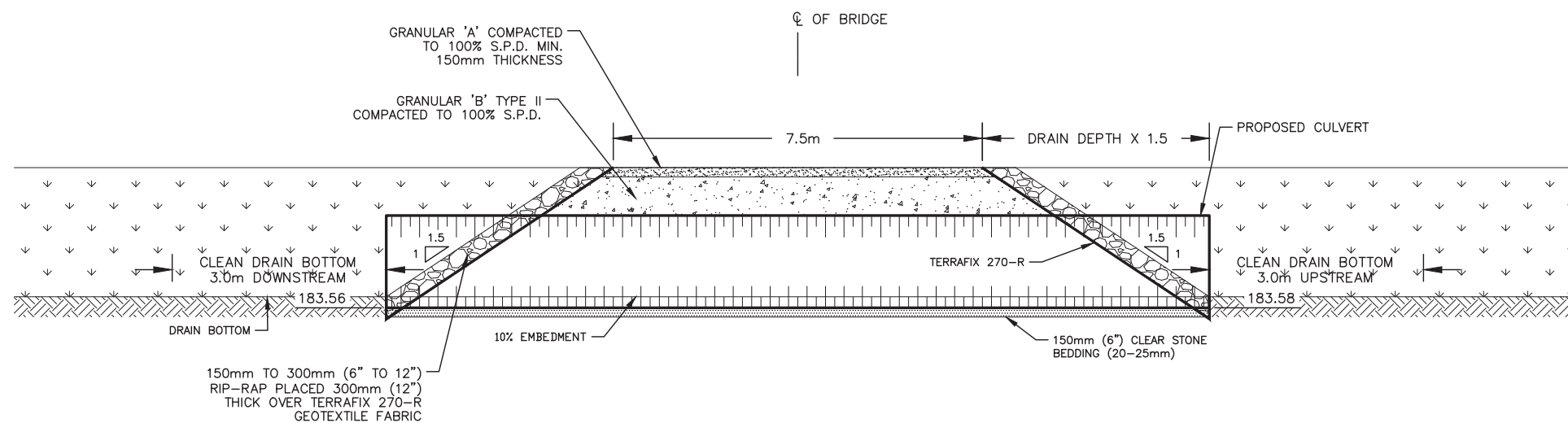
PROJECT NO.	19-955
SHEET NO.	3
OF	8



PLAN VIEW
SCALE: N.T.S.

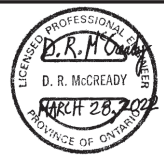


CROSS-SECTION DETAIL
SCALE: 1:150



LONGITUDINAL SECTION
SCALE: N.T.S.

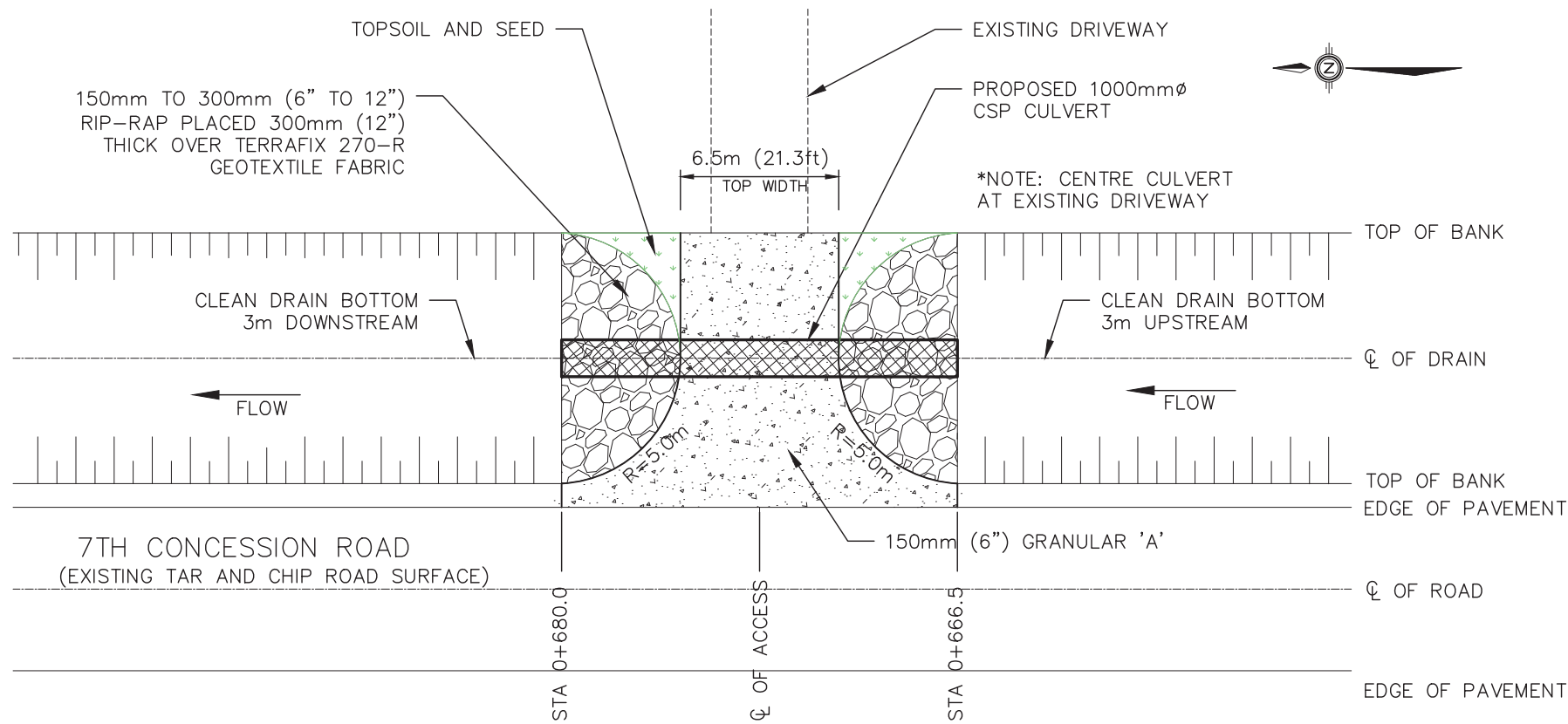
CULVERT NO. 4 – PARCEL NO. 43 (NEW CULVERT INSTALLATION) STATION 1+828.0 TO 1+843.5	
PIPE SIZE	1400mm DIAMETER
PIPE LENGTH	15.5m
DRIVABLE TOP WIDTH	7.5m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE (BOLTED COUPLER JOINTS)
UPSTREAM PIPE INVERT	183.58
DOWNSTREAM PIPE INVERT	183.56
PIPE GRADE	0.10%



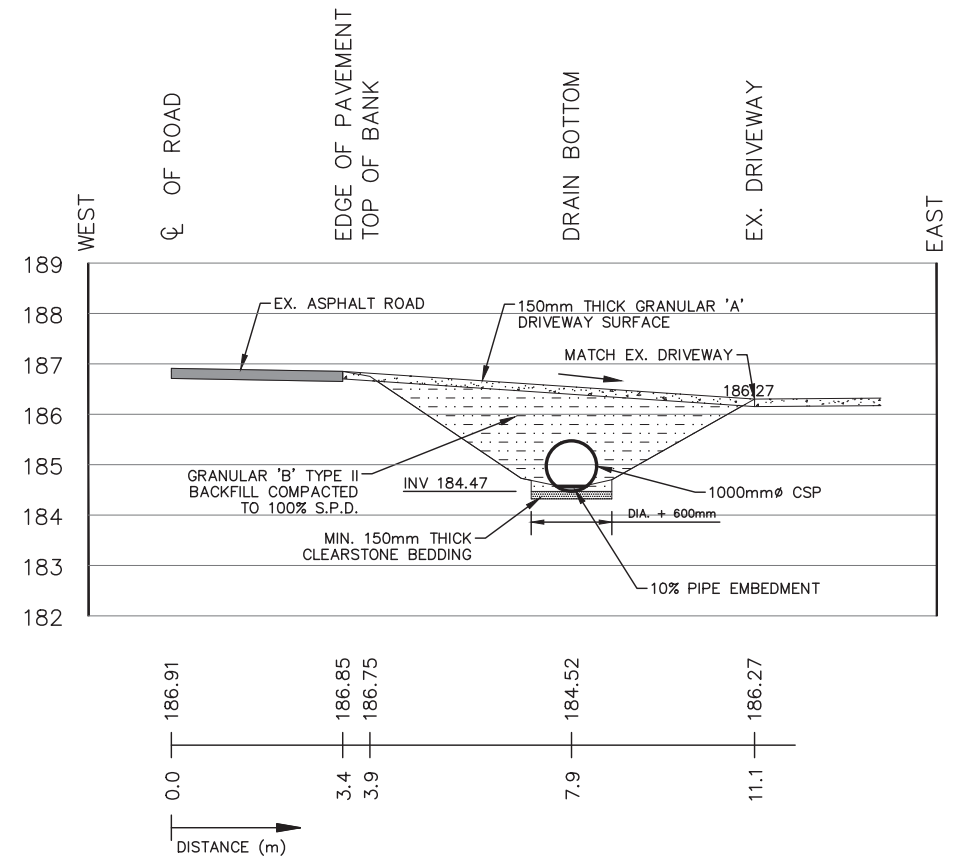
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CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
SCALE	AS SHOWN

7TH CONCESSION DRAIN NORTH
**CULVERT NO. 4
(INSTALLED IMMEDIATELY
UNDER THIS REPORT)**

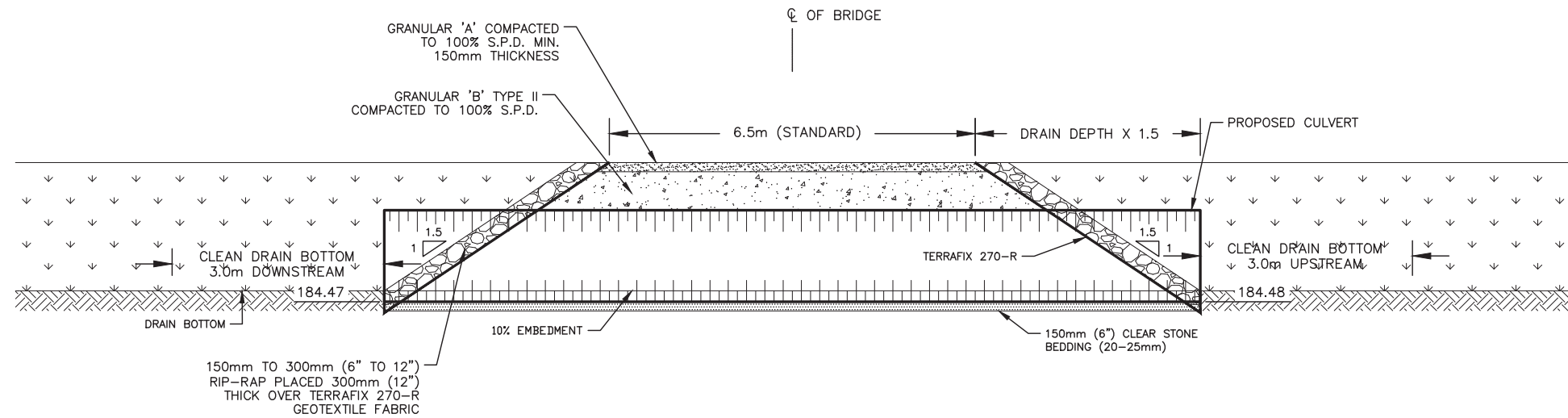
PROJECT NO.	19-955
SHEET NO.	4
OF	8



PLAN VIEW
SCALE: N.T.S.



CROSS-SECTION DETAIL
SCALE: 1:150



LONGITUDINAL SECTION
SCALE: N.T.S.

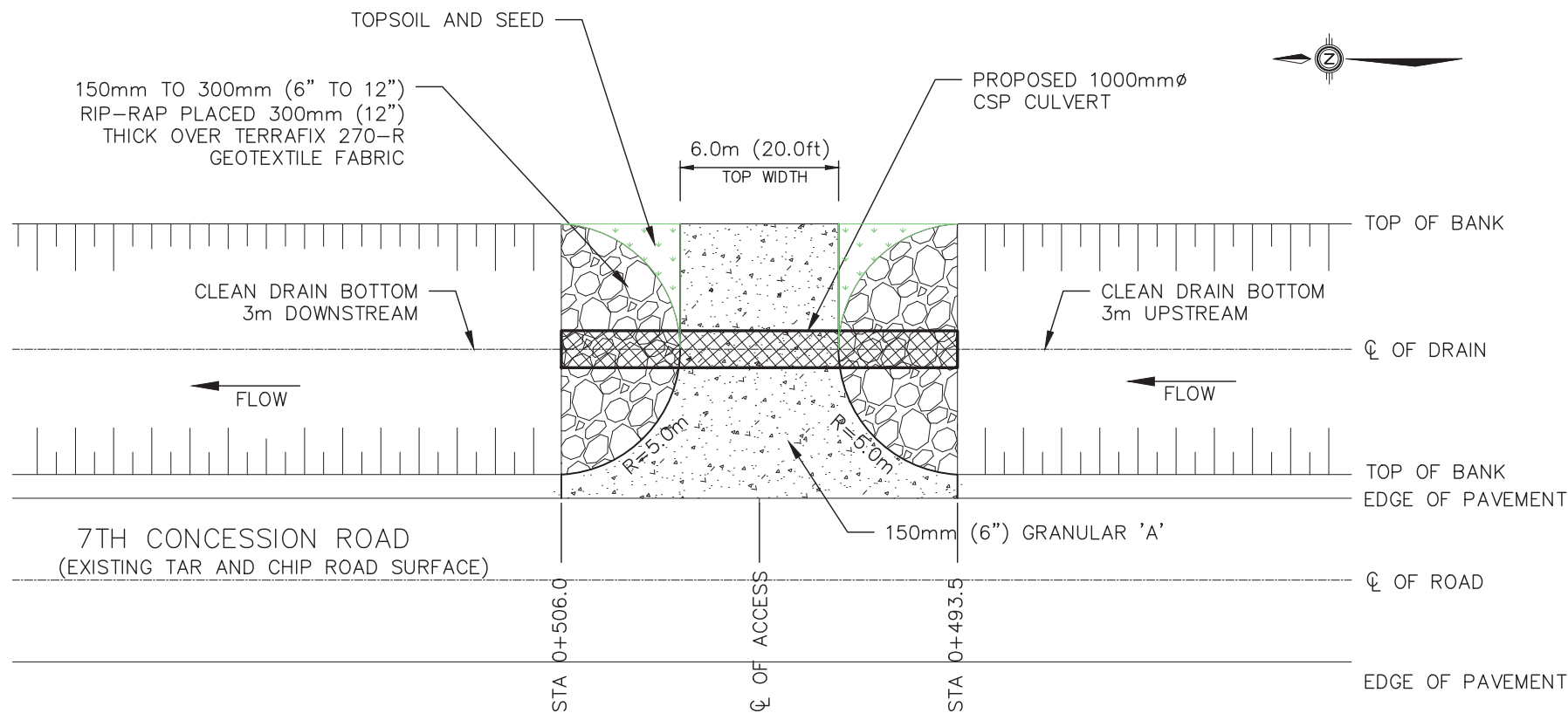
CULVERT NO. 6 – PARCEL NO. 31 (CULVERT REPLACEMENT) STATION 0+666.5 TO 0+680.5	
PIPE SIZE	1000mm DIAMETER
PIPE LENGTH	14.0m
DRIVABLE TOP WIDTH	6.0m
PIPE GAUGE	2.0mm
CORRUGATION PROFILE	68 x 13mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE (BOLTED COUPLER JOINTS)
UPSTREAM PIPE INVERT	184.48
DOWNSTREAM PIPE INVERT	184.47
PIPE GRADE	0.08%



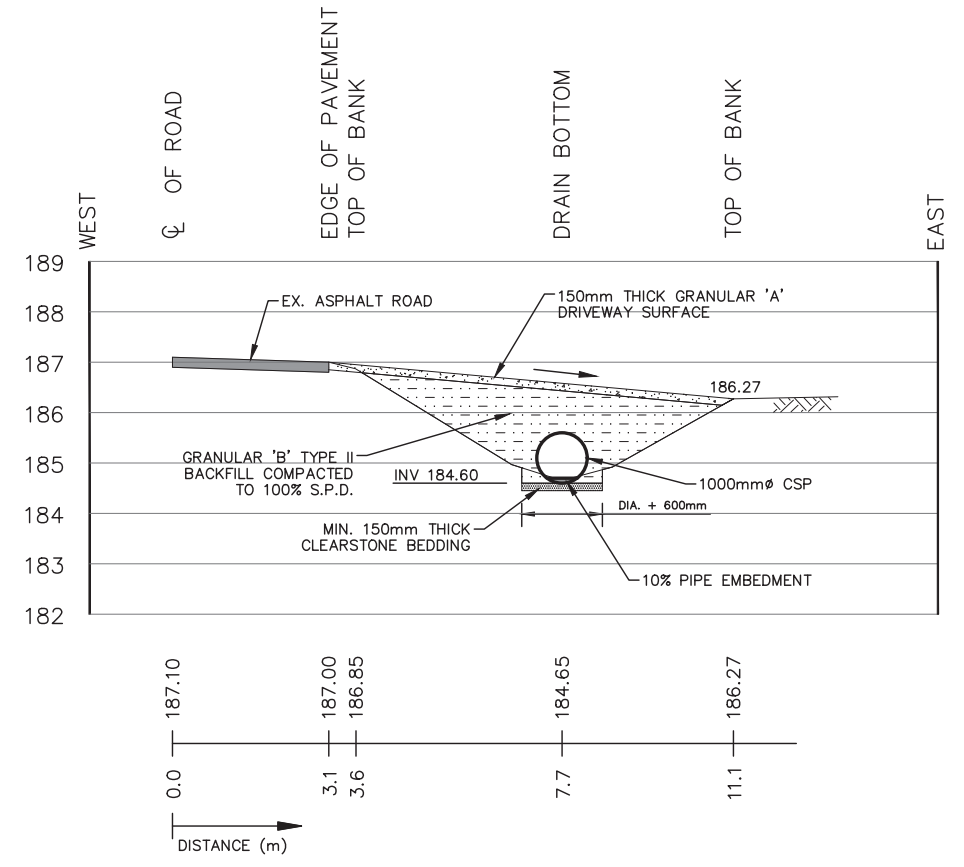
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CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
SCALE	AS SHOWN

7TH CONCESSION DRAIN NORTH
CULVERT NO. 6
(REPLACED IMMEDIATELY
UNDER THIS REPORT)

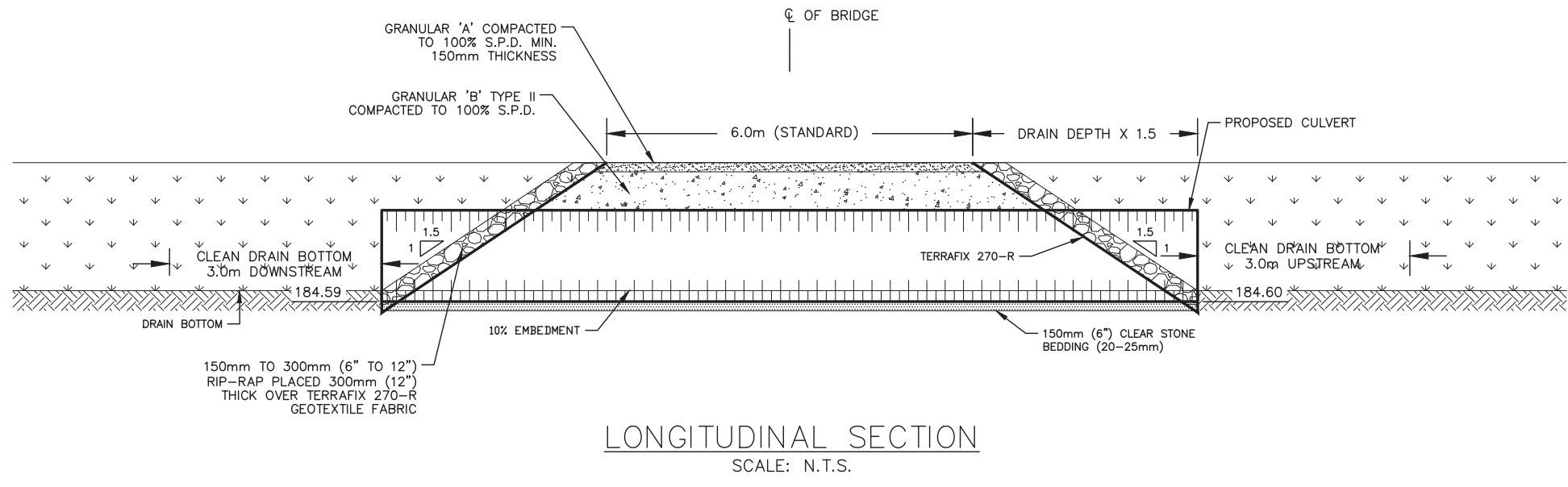
PROJECT NO.	19-955
SHEET NO.	5
OF	8



PLAN VIEW
SCALE: N.T.S.



CROSS-SECTION DETAIL
SCALE: 1:150



LONGITUDINAL SECTION
SCALE: N.T.S.

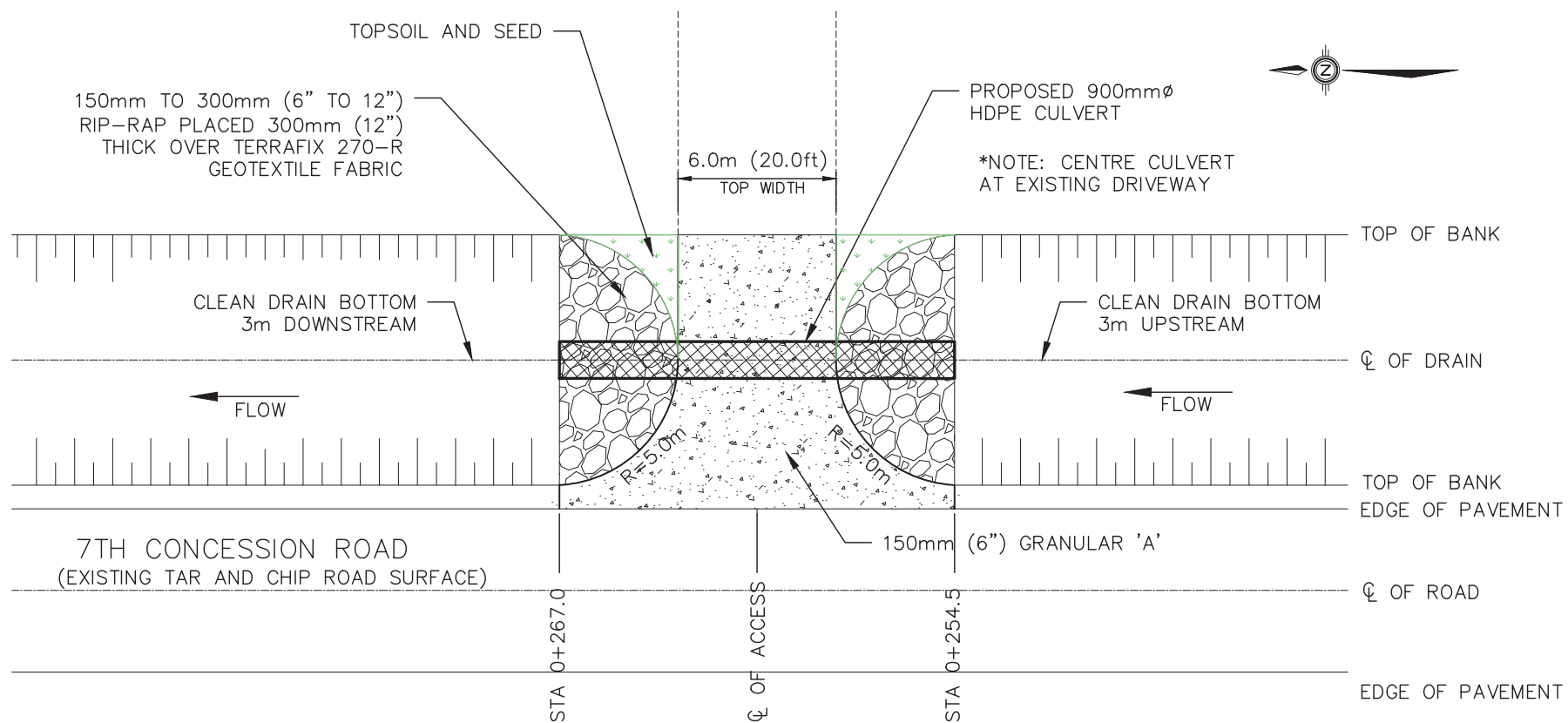
CULVERT NO. 8 – PARCEL NO. 30 (NEW CULVERT INSTALLATION) STATION 0+493.5 TO 0+506.0	
PIPE SIZE	1000mm DIAMETER
PIPE LENGTH	12.5m
DRIVABLE TOP WIDTH	6.0m
PIPE GAUGE	2.0 mm
CORRUGATION PROFILE	68 x 13mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE (BOLTED COUPLER JOINTS)
UPSTREAM PIPE INVERT	184.60
DOWNSTREAM PIPE INVERT	184.59
PIPE GRADE	0.08%



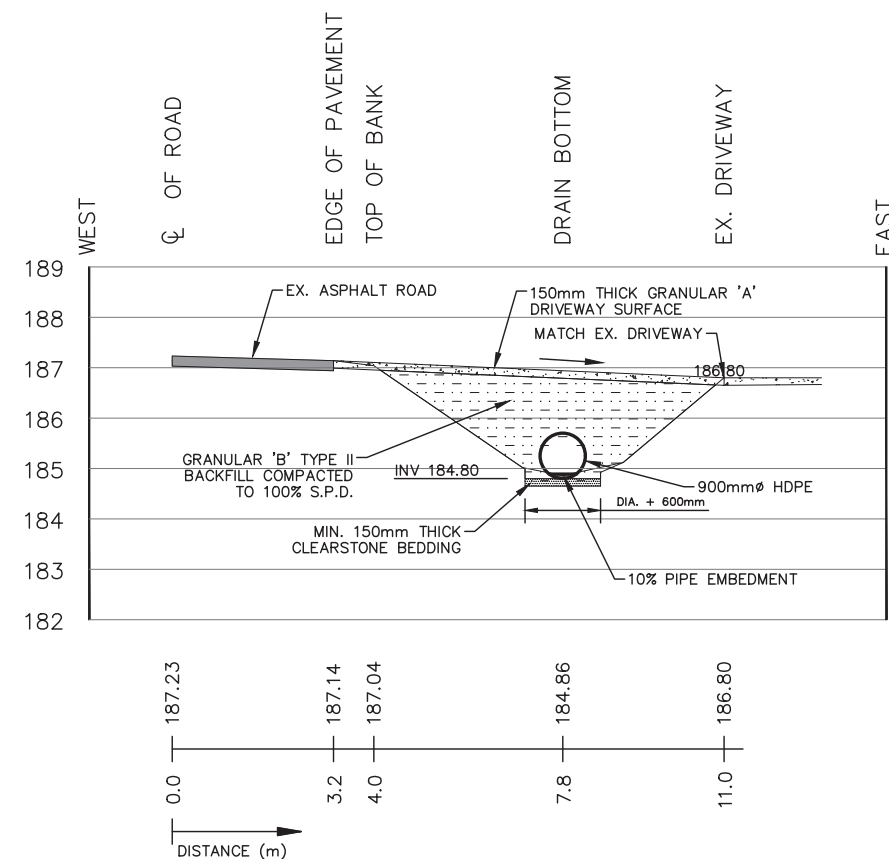
DESIGN	M.M.H.
CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
SCALE	AS SHOWN

7TH CONCESSION DRAIN NORTH
CULVERT NO. 8
(INSTALLED IMMEDIATELY
UNDER THIS REPORT)

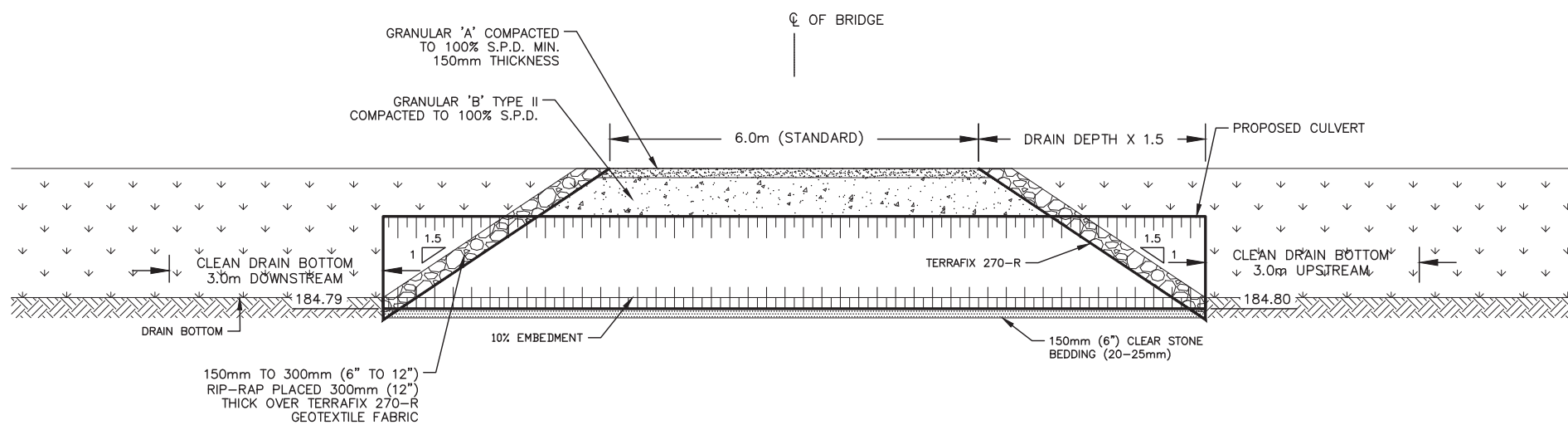
PROJECT NO.	19-955
SHEET NO.	6
OF	8



PLAN VIEW
SCALE: N.T.S.



CROSS-SECTION DETAIL
SCALE: 1:150



LONGITUDINAL SECTION
SCALE: N.T.S.

CULVERT NO. 9 – PARCEL NO. 11 (CULVERT REPLACEMENT) STATION 0+254.5 TO 0+267.0	
PIPE SIZE	900mm DIAMETER
PIPE LENGTH	12.5m
DRIVABLE TOP WIDTH	6.0m
PIPE STIFFNESS	320kPa
CORRUGATION PROFILE	–
TYPE OF PIPE	POLY-TITE HIGH DENSITY POLYETHYLENE (HDPE) (POLY-TITE JOINTS)
UPSTREAM PIPE INVERT	184.80
DOWNSTREAM PIPE INVERT	184.79
PIPE GRADE	0.08%



DESIGN	M.M.H.
CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
SCALE	AS SHOWN

7TH CONCESSION DRAIN NORTH
**CULVERT NO. 9
(REPLACED IMMEDIATELY
UNDER THIS REPORT)**

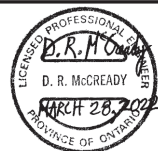
PROJECT NO.	19-955
SHEET NO.	7
OF	8

CULVERT NO. 2 – PARCEL NO. 19 (FUTURE CULVERT REPLACEMENT) STATION 2+340.0 TO 2+355.5	
PIPE SIZE	1500mm DIAMETER
PIPE LENGTH	15.5m
DRIVABLE TOP WIDTH	6.0m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE (BOLTED COUPLER JOINTS)
UPSTREAM PIPE INVERT	182.99
DOWNSTREAM PIPE INVERT	182.95
PIPE GRADE	0.23%

CULVERT NO. 7 – PARCEL NO. 31 (FUTURE CULVERT REPLACEMENT) STATION 0+600.6 TO 613.1	
PIPE SIZE	1000mm DIAMETER
PIPE LENGTH	12.5m
DRIVABLE TOP WIDTH	6.0m
PIPE GAUGE	2.0mm
CORRUGATION PROFILE	68 x 13mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE (BOLTED COUPLER JOINTS)
UPSTREAM PIPE INVERT	184.48
DOWNSTREAM PIPE INVERT	184.47
PIPE GRADE	0.08%

CULVERT NO. 10 – PARCEL NO. 12 (FUTURE CULVERT REPLACEMENT) STATION 0+202.5 TO 0+217.5	
PIPE SIZE	900mm DIAMETER
PIPE LENGTH	15.0m
DRIVABLE TOP WIDTH	9.0m
PIPE STIFFNESS	320kPa
CORRUGATION PROFILE	–
TYPE OF PIPE	POLY-TITE HIGH DENSITY POLYETHYLENE (HDPE) (POLY-TITE JOINTS)
UPSTREAM PIPE INVERT	184.85
DOWNSTREAM PIPE INVERT	184.84
PIPE GRADE	0.08%

CULVERT NO. 11 – PARCEL NO. 10 (FUTURE CULVERT REPLACEMENT) STATION 0+035 TO 0+089.3	
PIPE SIZE	750mm DIAMETER
PIPE LENGTH	54.3m
DRIVABLE TOP WIDTH	7.0m
PIPE STIFFNESS	320kPa
CORRUGATION PROFILE	–
TYPE OF PIPE	POLY-TITE HIGH DENSITY POLYETHYLENE (HDPE) (POLY-TITE JOINTS)
UPSTREAM PIPE INVERT	185.01
DOWNSTREAM PIPE INVERT	184.96
PIPE GRADE	0.09%



DESIGN	M.M.H.
CHECKED	D.R.M.
DRAWN	M.M.H.
CHECKED	D.R.M.
DATE	28 MAR. 2022
SCALE	

7TH CONCESSION DRAIN NORTH	PROJECT NO. 19-955
FUTURE CULVERT REPLACEMENTS	SHEET NO. 8
	OF 8

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2022 – 052

By-law to provide for the Bridges over the 7th Concession Drain North based on the Drainage Report by RC Spencer Associates Inc.

WHEREAS a request for improvement of the 7th Concession Drain North was received under section 78 of the Drainage Act;

WHEREAS Council of the Corporation of the Town of Amherstburg appointed an engineer for the purpose of preparation of an engineer's report for the improvements of the 7th Concession Drain North under section 78 of the Drainage Act;

WHEREAS Council of the Corporation of the Town of Amherstburg has authorized Marvel Hormiz P. Eng., to prepare a report and said engineer's report dated March 28, 2022, can be referenced as Schedule A, as attached hereto;

WHEREAS \$234,700.00 is the estimated cost of improving the drainage works;

AND WHEREAS the report was considered by the Amherstburg Drainage Board at the meeting held on May 3, 2022.

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

1. AUTHORIZATION

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report

2. BORROWING

The Corporation of the Town of Amherstburg may borrow on the credit of the Corporation the amount of \$234,700.00 being the amount necessary for the improvements of the drainage works.

3. DEBENTURE(S)

The Corporation may issue debenture(s) for the amount borrowed less the total amount of:

- (a) Grants received under section 85 of the Drainage Act;
- (b) Monies paid as allowances;
- (c) Commuted payments made in respect of lands and roads assessed with the municipality;
- (d) Money paid under subsection 61(3) of the Drainage Act; and
- (e) Money assessed in and payable by another municipality.

4. PAYMENT

Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) and shall bear interest at a rate not higher than 1% more than the municipal lending rates as posted by The Town of Amherstburg's Bank's Prime Lending Rate on the date of sale of such debenture(s).

(1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this by-law.

(2) All assessments of \$1000.00 or less are payable in the first year in which the

assessments are imposed.

Read a first and second time and provisionally adopted this 9th day of May, 2022.

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY

Read a third time and finally passed this ___ day of _____, 2022.

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Author's Name: Shane McVitty	Report Date: April 13, 2022
Author's Phone: 519 736-3664 ext. 2318	Date to Drainage Board: May 3, 2022
Author's E-mail: smcvitty@amherstburg.ca	Resolution #: N/A

To: Members of the Drainage Board

Subject: Ong Drain – Engineering Appointment

1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated April 13, 2022, regarding the Ong Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from Brad and Lindy Paquette for the replacement of an existing access bridge over the Ong Drain per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend that the appointment of the firm of Rood Engineering Inc. to complete a report per Section 78 of the Drainage Act for the repair and improvement to the Ong Drain **BE APPROVED** by Council.

2. **BACKGROUND:**

On March 14th, 2022, Brad and Lindy Paquette submitted a request for the replacement of an existing access culvert at 5573 Concession 5 South and within the Ong Drain. The request form was dated January 19, 2022.

3. DISCUSSION:

The Ong Drain is a Municipal Drain that has been improved through a number of engineering reports since its creation in 1909 according to a report by Alex Baird. Improvements for drain widening, cleaning, and culvert and bridge installations were completed under seven (7) separate engineering reports between 1909 and 1990. The most recent report for the Ong Drain was completed by N.J. Peralta, P.Eng., dated January 27, 1984, and provided for a new Maintenance Schedule of Assessment. The governing bylaw report for the Ong Drain, covering the full 4650m length of the open drain from its outlet into the Big Creek and a watershed of approximately 490 hectares (1210 acres), was completed by C.G.R. Armstrong, P.Eng, in 1946. This report serves as the governing bylaw report for the drain and provides the most current design parameters, while the 1984 Peralta report provides the most recent assessment schedule.

A recent inspection of the Paquette bridge, located at [REDACTED] and within the Ong Drain, by the Drainage Superintendent and Engineering Coordinator revealed that the concrete span bridge is in fair condition in spite of it's suspected age. Minor signs of concrete spalling of the bridge abutments and soffit was observed, though the bridge appeared to be in good structural shape. Despite the observed condition of the bridge, the owner of the bridge has expressed concerns with its narrow width and safe turning movements from the roadway and narrow gravel shoulder. The owner has indicated that the present width makes it extremely difficult to turn into his driveway, especially for larger vehicles and farming equipment.

Following a review of the history of the drain, it is unclear whether the subject bridge was installed under a previous engineering report or municipal bylaw. The bridge does not appear to be noted on any of the plans or profiles or mentioned in any engineering reports for the Ong Drain. Given the apparent age and condition of the bridge, it is likely that it was installed prior to the 1946 Armstrong report, though it may simply have been left off of the plans and not noted in the report if it's repair was not necessary at the time. This was typical practise for engineering reports of this vintage. In light of this, there is no existing report for the Ong Drain that provides suitable technical or assessment information required to complete the replacement of the subject bridge. In consideration of this, Administration is recommending that an engineer be appointed to complete an engineering report under the provisions of the Drainage Act in order to replace the bridge and provide the necessary assessments and cost sharing provisions for same.

A motion was passed at the April 27, 2020 Council Meeting to authorize administration to utilize a roster for drainage services under the Drainage Act. Among others, Rood Engineering Inc. was selected to be included as part of this roster and is thereby eligible to prepare a drainage report pursuant to Section 78 of the Drainage Act for repair and improvement to the Ong Drain.

4. RISK ANALYSIS:

The existing bridge at [REDACTED] within the Ong Drain has been identified as needing replacement as it is in poor condition and is too narrow. This

bridge provides access to the farm and home presently owned by Brad and Lindy Paquette. Replacement of this bridge has been requested by the home owners. Failing to appoint an engineer to evaluate this bridge and subsequently complete a report under the provisions of the Drainage Act in an expedient manner could place bridge users in jeopardy through its continued use.

Under the Drainage Act, the municipality can be held responsible for damages due to flooding and bridge failures if the improvements are not completed.

5. FINANCIAL MATTERS:

The financial implications will be determined by the appointed engineer and will be provided in the schedule of assessment within the engineer's drainage report for the improvements to the Ong Drain.

6. CONSULTATIONS:

N/A

7. CONCLUSION:

Administration is recommending that the appointment of the firm of Rood Engineering Inc. for the repair and improvement to the Ong Drain be brought to the next Regular Council meeting for Council's consideration pursuant to the provisions of the Drainage Act.



Shane McVitty
**Drainage Superintendent and
Engineering Coordinator**

sm

Attachment(s):

- Request for Improvement submitted by Brad and Lindy Paquette
- Map of Ong Drain



The Corporation of The Town of Amherstburg

REPAIR/IMPROVEMENT of a MUNICIPAL DRAIN

(Section 65, 76 and 78 Drainage Act)

FROM: Brad + Lindy Paquette

DRAIN: Ong Drain

I/We are the owner of the following land(s): [REDACTED]

Roll Number(s): [REDACTED]

And I/We request the following work on the above drain:

- a) Subsequent Connections (Section 65(1))
- b) New Schedule of Assessment (Section 76)
- c) Improvements upon Examination and Report of Engineer (Section 78)
- d) New Access Bridge (Section 78)

- Residential Bridge
- Agricultural Bridge

Bridge allows access to our residence
along with out buildings on our farm
property

I request that if necessary, an Engineer be appointed and that he will determine a time and place at which he will attend an on-site meeting and examine the drainage area with all assessed ratepayers to be invited.

In signing this form, the owner is advised that they may be charged for work performed by the appointed Engineer should the works not proceed as requested.

Dated this 19 day of January, 2022

B Paquette
Signature of Owner

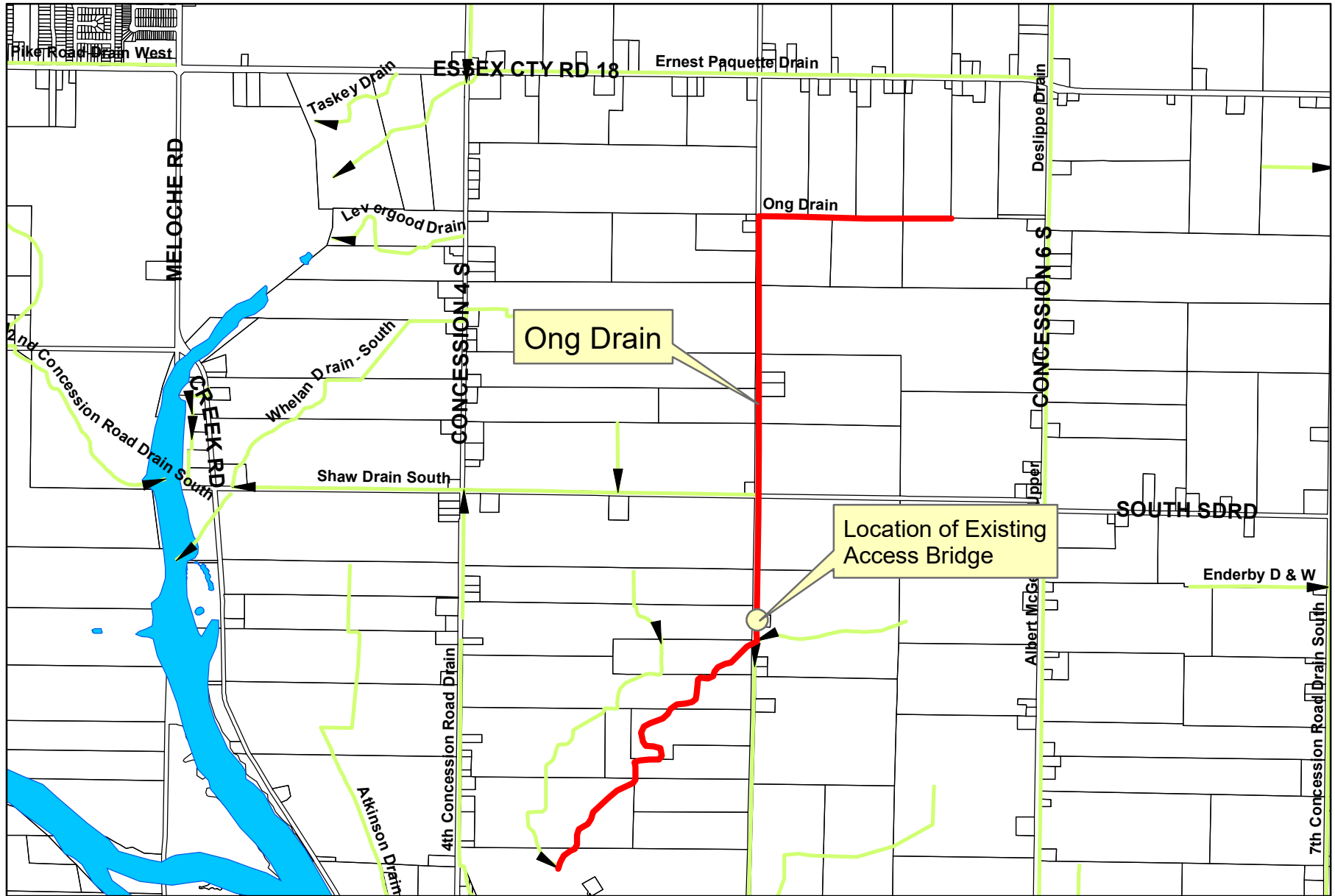
[Signature]
Signature of Owner

[REDACTED]
Telephone Number

[REDACTED]
Telephone Number



Ong Drain



UNFINISHED BUSINESS LIST

Council Question #	Agenda Item	Assigned To	Description	Meeting Type	Meeting Date	Comments
CQ 20-002	Live Music on Legion Patio from May to October - Laurie Cavanaugh, President, Royal Canadian Legion, Fort Malden Branch 157	Valerie Critchley, Bill Tetler	Resolution # 20200113-006 McArthur/Prue That Administration BE DIRECTED to amend Noise By-law 2001-43 to allow commercial properties with patios to request seasonal exemptions to allow for outdoor music and to allow a reading of 70 decibels from the source of where music is produced.	Regular Council Meeting	1/13/2020	Draft report in progress. Coming soon to council.
CQ 20-003	Kingsbridge Subdivision Parkland Conveyance	Heidi Baillargeon, Rita Chappell	Resolution # 20200127-033 McArthur/Simone - amended motion That: The amended method of meeting parkland dedication requirements for the full Kingsbridge Subdivision development as outlined in the report from the Manager of Planning dated January 22, 2020 BE APPROVED; The conveyance of Parts 5 and 12 on the draft 12R plan (2.67 hectares) to 1078217 Ontario Limited in exchange for cash in lieu of parkland in the amount of \$66,170 BE APPROVED and the funds BE COMMITTED for use solely at Pat Thrasher Park; Part 6 on the draft 12R Plan (2.02 hectares) BE DESIGNATED as conservation lands and Administration BE DIRECTED to bring related amendment to the Zoning By-law (1999-52 as amended); Administration BE DIRECTED to explore opportunities for future development and upgrades to Pat Thrasher Park in consultation with the Parks and Recreation Advisory Committee and via community engagement.	Regular Council Meeting	1/27/2020	With Administration.

Blue Shaded Items are completed and will be removed next meeting.

Green Shaded Items are actioned to come before council shortly.

UNFINISHED BUSINESS LIST

CQ 20-005	NEW BUSINESS	Valerie Critchley, Bill Tetler	<p style="text-align: center;">Resolution # 20200309-096 Prue/Courtney</p> <p style="text-align: center;">That:</p> <p>1. Administration BE DIRECTED to bring back a report on vacant building registries and to investigate the City of Hamiltons by-law with respect to vacant buildings for discussion; and,</p> <p>2. Administration BE DIRECTED to bring back a report on an Agent of Change by-law for discussion.</p>	Regular Council Meeting	3/9/2020	Agent of Change Report Complete. See CQ 21-012. Vacant Building registries is under review.
CQ 20-006	Water Bill Fee - Dennis Richardson	Tiffany Hong	<p style="text-align: center;">Resolution # 20200713-194 Prue/Renaud</p> <p style="text-align: center;">That Administration BE DIRECTED to bring back a report with respect to the feasibility of the following:</p> <p>Employee discretion when adding the administrative fee to past due water bills consideration of a 14 day grace period.</p>	Regular Council Meeting	7/13/2020	Report coming to Council in Q2 2022.
CQ 20-009	NEW BUSINESS	Valerie Critchley, Bill Tetler	<p style="text-align: center;">Resolution #20200914-292 Courtney/Prue</p> <p style="text-align: center;">That Administration BE DIRECTED to bring back a report regarding regulating Air BnB's.</p>	Regular Council Meeting	9/14/2020	Administration will bring back a report with options.
CQ 20-011	NEW BUSINESS	Melissa Osborne	<p style="text-align: center;">Resolution # 20200928-309 Prue/Simone</p> <p style="text-align: center;">That Administration BE DIRECTED to bring a report back regarding the feasibility of a public art dedication fund as a provision in future development agreements.</p>	Regular Council Meeting	9/28/2020	Administration is investigating the feasibility of a public art dedication fund.

Blue Shaded Items are completed and will be removed next meeting.

Green Shaded Items are actioned to come before council shortly.

UNFINISHED BUSINESS LIST

CQ 20-014	Easement Documentation and By-law 2020-059 - Nicole Keogh and Mary Canton, Amherst Point Association	Valerie Critchley, Bill Tetler	Resolution # 20201109-358 Prue/Meloche That Administration BE DIRECTED to prepare a report to determine costs and impacts for all Town encroachments and that the report be brought back to Council for consideration.	Regular Council Meeting	11/9/2020	Options will be brought back for consideration.
CQ 21-001	Pending Playground Equipment Removal from Wigle and Briar Ridge Parks	Heidi Baillargeon, Rita Chappell	Resolution 20210208-031 Prue/McArthur That Administration BE DIRECTED to immediately begin public consultation on Briar Ridge and Jack Purdie parks for playground equipment to be funded from the Reserve Fund General.	Regular Council Meeting	2/8/2021	Administration is preparing public consultation.
CQ 21-003	Off-Road Vehicle Use on Amherstburg Roadways	Valerie Critchley, Bill Tetler	Resolution # 20210308-070 McArthur/Simone That Administration BE DIRECTED to consult with the applicants as to the feasibility and desire to allow off-road vehicles on Amherstburg roads knowing that they won't be able to access County roads.	Regular Council Meeting	3/8/2021	Will coordinate a meeting with the Essex County ATV Club
CQ 21-011	Indigenous Peoples Flag Proposal - Linden Crain, Amherstburg Resident	Heidi Baillargeon, Jennifer Ibrahim, Rita Chappell	Resolution # 20210614-190 Prue/Meloche That: The delegation BE RECEIVED; and, Administration BE DIRECTED to convene a meeting with First Nations representatives, both on and off the Reserve, to seek input on an Indigenous flag to be raised in the Town of Amherstburg with the costs to BE INCLUDED in the 2022 Budget.	Regular Council Meeting	6/14/2021	With Administration.
CQ 21-012	Agent of Change Policies	Valerie Critchley, Bill Tetler	Resolution # 20210614-203 Prue/Courtney That Administration BE DIRECTED to prepare a by-law regarding Agent of Change as soon as possible.	Regular Council Meeting	6/14/2021	In Process

Blue Shaded Items are completed and will be removed next meeting.

Green Shaded Items are actioned to come before council shortly.

UNFINISHED BUSINESS LIST

CQ 21-014	Amherstburg Environmental Advisory Committee Minutes - June 9, 2021	Heidi Baillargeon, Rita Chappell	Resolution # 20210712-241 Prue/Courtney Administration BE DIRECTED to bring back a report on how the Town can best utilize the trees received by ERCA, outline the costs associated, and outline where the trees can be planted in the Towns parklands.	Regular Council Meeting	7/12/2021	In Process
CQ 21-015	NEW BUSINESS	Heidi Baillargeon, Rita Chappell	Resolution # 20210712-245 Courtney/Prue That Administration BE DIRECTED to prepare another concept of all of H. Murray Smith Park inclusive of greenspace in place of the former ACS building.	Regular Council Meeting	7/12/2021	In Process
CQ 22-01	Letter of Support for Kitchener Resolution re. Fire Safety Measures - Town of Plympton-Wyoming	Tammy Fowkes	Resolution #20220124-12 Prue/Courtney That Administration BE DIRECTED to send correspondence in support of the City of Kitcheners resolution regarding Fire Safety Measures.	Regular Council Meeting	1/24/2022	Letter being drafted
CQ 22-02	Integrated Management Plan for Plastics - Essex County Support for City of Windsor Resolution	Tammy Fowkes	Resolution # 20220214-23 Prue/Simone That the resolution from the City of Windsor regarding the Integrated Management Plan for Plastics BE SUPPORTED.	Regular Council Meeting	2/14/2022	
CQ 22-03	Housing Affordability Task Force Report and Call to Re-examine Hospital Capital Funding - AMO Policy Update	Tammy Fowkes	Moved By Councillor Renaud Seconded By Deputy Mayor Meloche That: The correspondence dated February 8, 2022 regarding Housing Affordability Task Force Report and Call to Re-examine Hospital Capital Funding - AMO Policy Update BE RECEIVED; and, The work of AMO and its position to provide a coordinated response to the Housing Affordability Task Force Report BE SUPPORTED.	Regular Council Meeting	2/14/2022	

Blue Shaded Items are completed and will be removed next meeting.

Green Shaded Items are actioned to come before council shortly.

UNFINISHED BUSINESS LIST

CQ 22-04	NEW BUSINESS	Antonietta Giofu	Resolution # 20220214-25 Moved By Councillor Prue Seconded By Councillor Simone That Administration BE DIRECTED to bring a report regarding Torontos Green Standard to see if that initiative is feasible in Amherstburg.	Regular Council Meeting	2/14/2022	
CQ 22-05	Libro Centre Outdoor Turf Upgrade Request - Terry Sawchuk, Jim Jariett, and Vancho Cirvoski, Amherstburg Minor Soccer Association (AMSA)	Terry Fasan, Heidi Baillargeon	Moved By Councillor Prue Seconded By Councillor Courtney That the delegation BE RECEIVED; and, Administration BE DIRECTED to bring back a report outlining the feasibility and costs to accomplish AMSA's outdoor turf upgrade requests.	Regular Council Meeting	3/14/2022	
CQ 22-06	Consideration of Support for Windsor-Essex Workers - Town of Tecumseh Resolution	Tammy Fowkes	Moved By Councillor Prue Seconded By Councillor Renaud Item # 14.2 That correspondence BE SENT in support of the Town of Tecumsehs resolution regarding Consideration of Support for Windsor-Essex workers.	Regular Council Meeting	3/14/2022	
CQ 22-08	Mental Health Supports - Township of Woolwich Resolution	Tammy Fowkes	Moved By Councillor Prue Seconded By Deputy Mayor Meloche Item # 14.6 That correspondence BE SENT in support of the Township of Woolwichs resolution regarding Mental Health Supports.	Regular Council Meeting	3/14/2022	

Blue Shaded Items are completed and will be removed next meeting.

Green Shaded Items are actioned to come before council shortly.

UNFINISHED BUSINESS LIST

CQ 22-09	2022 Proclamation - Year of the Garden	Annette Zahaluk, Heidi Baillargeon	<p style="text-align: center;">Moved By Councillor Renaud Seconded By Councillor McArthur That</p> <p style="text-align: center;">The Town of Amherstburg PROCLAIM 2022 as the 'Year of the Garden' in celebration of the contribution of gardens and gardening to the development of our country, our municipality and the lives of our citizens in terms of health, quality of life and environmental challenges;</p> <p style="text-align: center;">June 18, 2022 BE RECOGNIZED as 'Garden Day' in the Town of Amherstburg as a legacy of Canada's Year of the Garden 2022; and,</p> <p style="text-align: center;">Administration BE DIRECTED to look into award signs for those property owners who partake in the 'Year of the Garden' celebration.</p>	Regular Council Meeting	3/14/2022	
CQ 22-10	Fort Erie Resolution re. Climate Change Action Plan	Antonietta Giofu	<p style="text-align: center;">Resolution # 20220411-13 Prue/Courtney</p> <p style="text-align: center;">That Administration BE DIRECTED to review Fort Eries resolution and determine whether the Towns Climate Action Plan could be strengthened by adding Fort Eries recommendations.</p>	Regular Council Meeting	4/11/2022	
CQ 22-12	Investment in Electric Vehicle Chargers - Ken Morrison, Felicia Cristofaro, and Eric Freeze, Thrive Amherstburg	Melissa Osborne	<p style="text-align: center;">McArthur/Prue Resolution # 20220425-07</p> <p style="text-align: center;">That \$120,000 BE DEDICATED and BE FUNDED from either reserves or as a pre-commitment to the 2023 Capital Budget, whichever is deemed best by Administration after performing its due diligence, to allow the Town to apply for the available Federal grant which will offset the cost of the charging stations.</p>	Regular Council Meeting	4/25/2022	

Blue Shaded Items are completed and will be removed next meeting.

Green Shaded Items are actioned to come before council shortly.

UNFINISHED BUSINESS LIST

CQ 22-13	NEW BUSINESS	Eric Chamberlain, Antionietta Giofu	Resolution # 20220425-21 Courtney/Prue That the 2 hour parking signs on Laird Street behind General Amherst High School BE REMOVED until the the completion of the school year.	Regular Council Meeting	4/25/2022	
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**CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2022-022**

**By-law to Amend Zoning By-law No. 1999-52
225 & 255 Sandwich Street North, Amherstburg**

WHEREAS By-law 1999-52, as amended, is a land use control by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Amherstburg;

AND WHEREAS the Council of the Town of Amherstburg deems it appropriate and in the best interest of proper planning to amend By-law 1999-52, as herein provided;

AND WHEREAS this By-law conforms to the Official Plan for the Town of Amherstburg;

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg enacts as follows:

1. Schedule "A", Map 28 of By-law 1999-52, as amended, is hereby further amended by changing the zone symbol on those lands shown as "Zone Change from CG-5 to CG-15" on Schedule "A" attached hereto and forming part of this By-law from "Special Provision Commercial General (CG-5) Zone" to "Special Provision Commercial General (CG-15) Zone".
2. THAT Section 15 of By-law 1999-52, as amended, is hereby further amended by adding a new subsection (o) to read as follows;

"(o) CG-15 (225,255 Sandwich Street North- Riverview Apartments)

Notwithstanding any other provisions of this By-law to the contrary, within any area zoned CG-15 on Schedule "A" hereto, the following special provisions shall apply:

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|---|--|
| (i) Uses Permitted | |
| (a) An Apartment Building, containing a maximum of 114 dwelling units on each lot | |
| (b) accessory uses. | |
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| (ii) Lot Frontage (Minimum) | 90 metres (contiguous on Sandwich St N) |
| (iii) Front Yard Depth (Minimum) | 19.5 metres |
| (iv) Rear Yard Depth (Minimum) | 49 meters |
| (v) Interior Side Yard (Minimum Main Bldg) | 14 meters |
| (vi) Exterior Side Yard (Minimum Main Bldg) | 13 meters |
| (vii) Setback Accessory Structures | 3 meter minimum to any interior, exterior, or rear lot line. In no case permitted in front yard. |
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| (viii) Height (Maximum Main Bldg) | 18 metres |
| (ix) Height (Maximum Accessory Structure) | 4.5 metres |
| (x) Required Parking Spaces (Minimum) | 1.25 space/dwelling unit |
| (xi) Lot Area (Minimum) | 11,000 square meters |

(xii) Minimum Width for Landscaped Planting Strips	Abutting Sandwich St 19 meters Abutting Brunner Ave 3 meters Abutting all other lot lines 1 m
(xiii) Lot Coverage (Maximum for main Building and accessory structures)	25%
(xiv) Minimum Landscaped Open Space	30 %
(xv) Loading space	2 minimum per lot

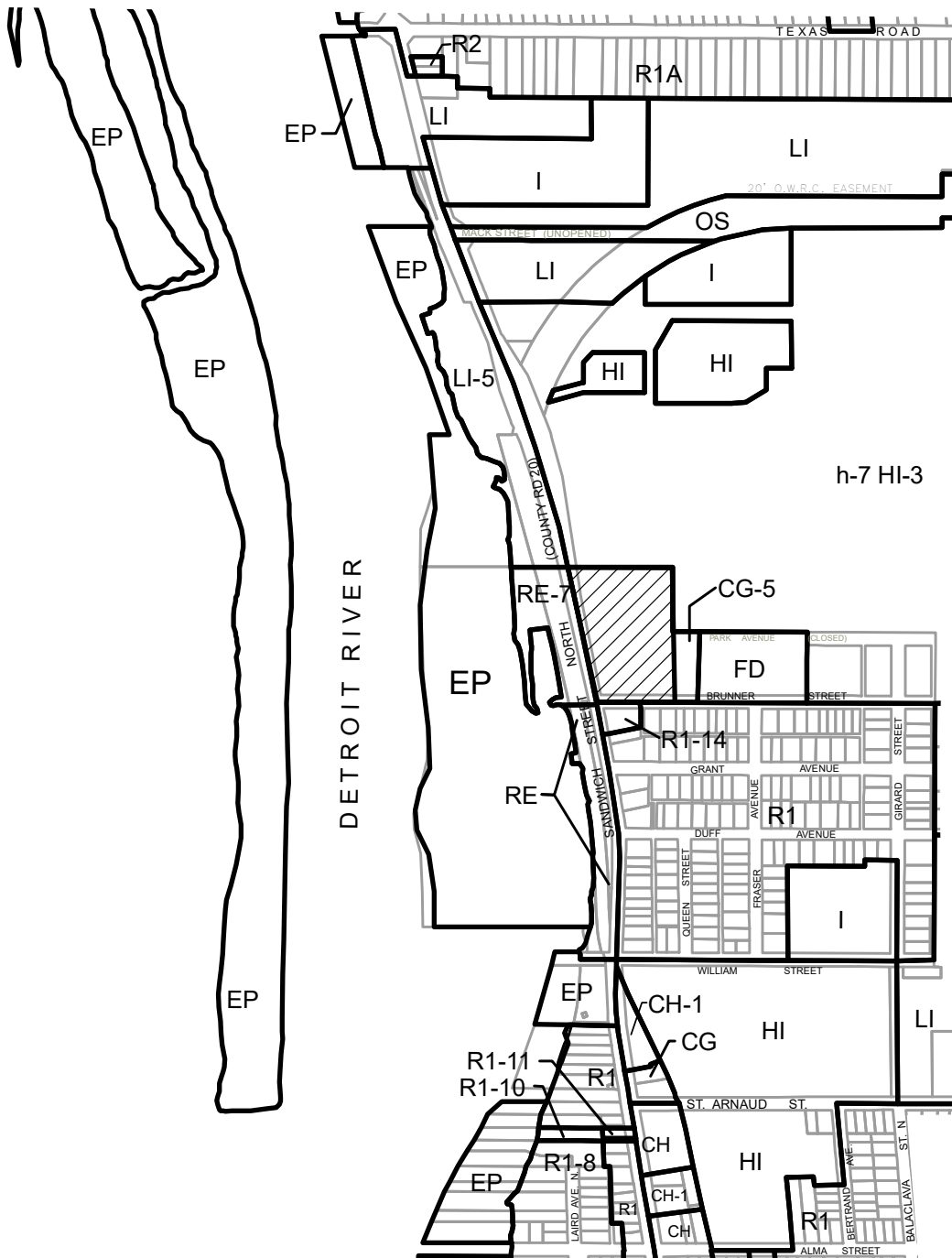
3. THAT all other regulations for the use of land conforms to the general provision regulations of By-law 1999-52, as amended from time to time.
4. THIS By-law shall take effect from the date of passage by Council and shall come into force in accordance with Sections 34 of the Planning Act, R.S.O. 1990, c.P. 13.

Read a first, second and third time and finally passed this 9th day of May, 2022.

MAYOR- ALDO DICARLO

CLERK- VALERIE CRITCHLEY

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SCHEDULE 'A'
MAP 28

ZONING BY-LAW NO. 1999-52

CG-5 to CG-15 

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2022-053

**By-law to Confirm the Proceedings of the Council
of the Corporation of the Town of Amherstburg**

WHEREAS pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council;

WHEREAS pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25 as amended, shall be exercised by By-law unless the municipality is specifically authorized to do otherwise;

WHEREAS it is deemed expedient that a By-law be passed to authorize the execution of agreements and other documents and that the Proceedings of the Council of the Corporation of the Town of Amherstburg at its meeting be confirmed and adopted by By-law; and,

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

1. THAT the action(s) of the Council of the Corporation of the Town of Amherstburg in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Town of Amherstburg, documents and transactions entered into during the May 9th, 2022, meeting of Council, are hereby adopted and confirmed, as if the same were expressly contained in this By-law;
2. THAT the Mayor and proper officials of the Corporation of the Town of Amherstburg are hereby authorized and directed to do all things necessary to give effect to the action(s) of the Council of the Corporation of the Town of Amherstburg during the said meetings referred to in paragraph 1 of this By-law;
3. THAT the Mayor and Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the Town of Amherstburg to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 9th day of May, 2022.

MAYOR – Aldo DiCarlo

CLERK – Valerie Critchley