



**TOWN OF AMHERSTBURG
REGULAR COUNCIL MEETING**

REVISED AGENDA

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Monday, July 11, 2022

6:00 PM

Council Chambers

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

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Pages

- 1. CALL TO ORDER**
- 2. NATIONAL ANTHEM**
- 3. ROLL CALL**
- 4. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**

5. 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.

6. 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:

- | | | |
|------|--------------------------------------------------------------------|----|
| 6.1. | Special Council Meeting Minutes - Planning - June 27, 2022 | 8 |
| 6.2. | Special In-Camera Council Meeting Minutes (Public) - June 27, 2022 | 12 |
| 6.3. | Regular Council Meeting Minutes - June 27, 2022 | 15 |

7. DELEGATIONS

- | | | |
|------|-------------------------------------------------------------------------------------------------------------------------|----|
| 7.1. | <i>Delegation re. Proposed Fire Hall and Gymnasium - Joe Thachen-Cary, Amherstburg Indoor Sports Association (AISA)</i> | 28 |
|------|-------------------------------------------------------------------------------------------------------------------------|----|

That the delegation **BE RECEIVED**.

8. REPORTS – CORPORATE SERVICES

8.1. IT Data Centre – Award of Tender

33

It is recommended that:

1. The IT Data Centre Tender **BE AWARDED** to Attache Group Inc. in an amount of \$149,205 plus HST;
2. The Treasurer **BE AUTHORIZED** to execute a Purchase Order to Attache Group Inc. for \$149,205 plus HST; and,
3. Council **APPROVE** the over-expenditure amount of \$1,831 to be funded from the IT Reserve.

9. REPORTS - PARKS, FACILITIES, RECREATION & CULTURE

There are no reports.

10. REPORTS - ENGINEERING & INFRASTRUCTURE SERVICES

10.1. Amherstburg Water Treatment Plant (AWTP) – Electrical Upgrades and Supervisory Control and Data Acquisition (SCADA) Installation - Tender Results

36

It is recommended that:

1. The Tender for Amherstburg Water Treatment Plant – Electrical Upgrades and SCADA Installation **BE AWARDED** to Selectra Inc. for an amount not to exceed \$1,785,090.75 plus HST and the Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Selectra Inc. for the Amherstburg Water Treatment Plant – Electrical Upgrades and SCADA Installation; and,
2. That a \$178,500 contingency allowance **BE APPROVED** for inclusion in the contract with Selectra Inc.

It is recommended that:

1. The Drainage Board Meeting Minutes of May 17, 2022, **BE RECEIVED**;
2. **By-law 2022-031** being a by-law to Provide for the Pike Road Drain Improvements and Auxiliary Outlet be taken as having been read a 3rd and Final time and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same;
3. The Director of Corporate Services/Chief Financial Officer **BE DIRECTED** to increase the Drainage Line of Credit from \$2,000,000 to \$4,000,000 to finance the Pike Road Drain Improvements and Auxiliary Outlet project, with costs to be recovered according to the assessment schedule provided under the engineering report in late 2023 following project completion; and,
4. An operating expenditure not to exceed \$505,345 including net HST **BE APPROVED**, to be funded by a combination of an allocation from the 2021 surplus and a commitment for the balance from the 2023 Budget.

11. **REPORTS - DEVELOPMENT SERVICES**

There are no reports.

12. REPORTS - CAO's OFFICE

12.1. South Fire Station – Award of Request for Proposal – Design, Construction documents and Tender Phase

176

It is recommended that:

1. The project proceed utilizing a Design-Bid-Build project delivery model with the following recommendations:
 - The Mayor and Chief Administrative Officer or designates, **BE AUTHORIZED** to execute an agreement with the sole bidder Masri O Architects in the amount of \$511,300 plus HST including all labour and materials to produce a full set of Design Construction Documents inclusive of project tendering for a new Fire Station at the Libro centre inclusive of \$97,000 to include plans for a gymnasium and further;
 - Council **APPROVE** an expenditure in the amount of \$261,300, plus non-refundable HST, which is required for the overage on the Fire Station costs in the amount of \$164,300 and to allow for the inclusion of gymnasium design in the amount of \$97,000, and **DIRECT** the Chief Financial Officer to report back to Council on the recommended funding source and further;
 - The Chief Administrative Officer, **BE AUTHORIZED** to sign or take any such actions required to execute the preparation of Design Construction Documents suitable for tender for the implementation of the new Fire Station and Gymnasium, satisfactory in legal form to the Clerk, in technical content to the Fire Chief and the Director of Parks Facilities, Recreation and Culture and in financial content to the Director of Corporate Services and further;
 - The final Design/Tender documents **BE BROUGHT BACK** to Council for approval to then select a general contractor for the construction of the new facility through a comprehensive tendering process.

13. CONSENT CORRESPONDENCE

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

- | | | |
|-------|-----------------------------------------------------------------------------|-----|
| 13.1. | Policing Activities Report - Windsor Police Service, Amherstburg Detachment | 197 |
| 13.2. | Waterpipe Smoking By-law - West Lincoln Resolution | 198 |

14. OTHER MINUTES

- | | | |
|-------|---------------------------------------|-----|
| 14.1. | Drainage Board Minutes - July 5, 2022 | 200 |
|-------|---------------------------------------|-----|

It is recommended that:

1. The Drainage Board Meeting Minutes of July 5, 2022 **BE RECEIVED**;
2. The engineer's report, prepared by M. Gerrits Consulting Inc., dated May 23, 2022 for the Jeths Drain Improvements **BE RECONSIDERED**, as recommended by the Drainage Board;
3. Council **DIRECT** Gerrits Consulting Inc. to modify the engineer's report dated May 23, 2022 for the Jeths Drain Improvements, and reduce the scope of the work in order to provide the developer with a new outlet and to include the necessary provisions for future maintenance on the drain, as recommended by the Drainage Board; and,
4. **By-law 2022-076** being a by-law to Provide for the New Access Bridge over the Dufour Drain for MGV Development (McGregor) Inc. & New Maintenance Schedule of Assessment (Dufour Drain and Branch A) based on the Drainage Report by Dillon Consulting Ltd. **BE PROVISIONALLY ADOPTED** by giving first and second reading and the Mayor and Clerk **BE AUTHORIZED** to sign same.

15. UNFINISHED BUSINESS

- | | | |
|-------|----------------------------------------------|-----|
| 15.1. | Unfinished Business List as at July 11, 2022 | 244 |
|-------|----------------------------------------------|-----|

16. NEW BUSINESS

17. NOTICE OF MOTION

There are no Notices of Motion.

18. BY-LAWS

- 18.1. **By-law 2022-030 - 2nd Concession Road Drain South (Open Portion North of Lowes Sideroad) Repair and Improvement - 3rd & Final Reading** 250

That **By-law 2022-030** being a by-law to Provide for the 2nd Concession Road Drain South (Open Portion North of Lowes Sideroad) Repair and Improvement be taken as having been read a third and final time and the Mayor and Clerk **BE AUTHORIZED** to sign same.

- 18.2. **By-law 2022-052 - Bridges Over the 7th Concession Drain North - 3rd & Final Reading** 252

That **By-law 2022-052** being a by-law to Provide for the Bridges Over the 7th Concession Drain North be taken as having been read a third and final time and the Mayor and Clerk **BE AUTHORIZED** to sign same.

- 18.3. **By-law 2022-077 - A By-law to Amend By-law 2016-07, Sanitary Sewer By-law** 254

That **By-law 2022-077** being a by-law to Amend By-law 2016-07, Sanitary Sewers By-law, be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

- 18.4. **By-law 2022-079 - Confirmatory By-law** 256

That **By-law 2022-079** being a by-law to Confirm all Resolutions of the Municipal Council Meetings held on July 11th, 2022 be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

19. ADJOURNMENT

That Council rise and adjourn at p.m.



TOWN OF AMHERSTBURG
SPECIAL COUNCIL MEETING - PLANNING

Monday, June 27, 2022
4:00 PM

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

MINUTES

PRESENT

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

Valerie Critchley, CAO & Director, Legislative Services/Clerk
Tammy Fowkes, Acting Clerk
Kevin Fox, Acting Deputy Clerk

CALL TO ORDER

The Mayor called the meeting to order at 4:07 p.m.

ROLL CALL

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

SPECIAL PLANNING REPORTS

4.1 Statutory Public Meeting for a Zoning By-law Amendment on E/S Concession 7

Resolution # 20220627-01

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That:

1. **Comments from the public with respect to Zoning By-law Amendment for lands on E/S Concession 7 (File ZBA-10-22), owned by Larry and Donna Taylor BE RECEIVED; and,**
2. **Pending Council consideration of written and oral comments received at this public meeting, Zoning By-law 2022-066 BE CONSIDERED at the regular Council meeting following this public meeting.**

The Mayor put the Motion.

Motion Carried

4.2 Statutory Public Meeting for an Official Plan Amendment and Zoning By-law Amendment for 51-57 Sandwich Street South

Councillor McArthur noted that his former spouse lives near the area; however, he does not have a pecuniary interest with respect to the proposed Official Plan Amendment and Zoning By-law Amendment.

Amy Farkas, Dillon Consulting Ltd., & Representative for Applicant, provided Council with an overview of the proposed Official Plan Amendment and Zoning By-law Amendment for 51-57 Sandwich Street South and answered Council questions.

The Mayor advised of comments received in the form of email correspondence.

The Acting Clerk read the comments received from the following:

- Robert Guitard - Sandwich Street South
- Phil Kasurak - Laird Avenue South
- Joseph B. Mikhail - Mikhail Holdings Ltd., Sobey's site
- Olwyn Coughlin - Sandwich Street South

- Meghan Sears - Sandwich Street South
- Barb Butler & Nancy Morrison - Sandwich Street South

The Mayor invited the public to comment.

The following were heard:

- Jill Parlette - Laird Avenue South and Sandwich Street South
- Robert Guitard - Sandwich Street South, attended in person to provide additional comments
- Lynn Fox - Sandwich Street South

Resolution # 20220627-02

Moved By Deputy Mayor Meloche

Seconded By Councillor Prue

That additional comments from the public, municipal departments, agencies and Council with respect to the proposed Zoning By-law Amendment for lands located at 51-57 Sandwich Street South (Files OPA #17 and ZBA-11-22), owned by Toad One Inc.. BE RECEIVED and brought back to a future Council meeting with any additional comments and staff recommendations.

The Mayor put the Motion.

Motion Carried

ADJOURNMENT

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

That Council rise and adjourn at 5:03 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

ACTING CLERK – TAMMY FOWKES



TOWN OF AMHERSTBURG
SPECIAL IN-CAMERA COUNCIL MEETING

Monday, June 27, 2022
5:00 PM

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

PUBLIC MINUTES

PRESENT

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

Valerie Critchley, CAO &
Director, Legislative Services/Clerk

CALL TO ORDER

The Mayor called the meeting to order at 5:05 p.m.

ROLL CALL

Resolution # IC - 20220627-01

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That Council move into an In-Camera Meeting of Council at 5:05 p.m. pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reasons:

Item A – Contract Negotiation – Section 239(2)(f) – Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and Section 239(2)(k) – A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

The Mayor put the Motion.

Motion Carried

DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

There were no disclosures of pecuniary interest noted.

Moved into In-Camera session

Discussion on the items of business: Items A

Moved By Councillor Courtney
Seconded By Councillor Renaud

That Council rise from the special in-Camera session at 5:08 p.m. and move back in to open session.

The Mayor put the Motion.

Motion Carried

Resolution # IC – 20220627-02

Moved By Councillor Prue
Seconded By Deputy Mayor Meloche

That the verbal report of the CAO/Clerk BE RECEIVED for information and that Administration BE DIRECTED TO PROCEED on the verbal direction of Council.

The Mayor put the Motion.

Motion Carried

ADJOURNMENT

Moved By Councillor McArthur
Seconded By Councillor Renaud

That Council rise and adjourn at 5:09 pm.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

CAO/CLERK – VALERIE CRITCHLEY



**TOWN OF AMHERSTBURG
REGULAR COUNCIL MEETING**

**Monday, June 27, 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 – *Virtual participation*
Councillor Donald McArthur
Councillor Michael Prue
Councillor Marc Renaud
Councillor Patricia Simone

Valerie Critchley, CAO & Director, Legislative Services/Clerk
Tammy Fowkes, Acting 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

There were no disclosures of pecuniary interest noted.

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 # 20220627-03

Moved By Councillor Simone

Seconded By Deputy Mayor Meloche

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 Council Meeting Minutes (Public) - June 8, 2022**
- 5.2 Special In-Camera Council Meeting Minutes (Public) - June 13, 2022**
- 5.3 Special Council Meeting Minutes - Planning - June 13, 2022**
- 5.4 Regular Council Meeting Minutes - June 13, 2022**

The Mayor put the Motion.

Motion Carried

DELEGATIONS

- 6.1 Request to Place a Memorial Stone near the Town Clock - Joan Donaldson, Rotary Club of Amherstburg**

Delegation withdrawn by delegate

PRESENTATIONS

7.1 Report to Amherstburg Town Council - January 2020 - December 2021 - Bruce Elman, Amherstburg Integrity Commissioner

Agenda item # 12.2 was moved forward.

Resolution # 20220627-04

Moved By Councillor McArthur
Seconded By Councillor Simone

That:

1. The presentation **BE RECEIVED**; and,
2. The Code of Conduct - Council, Committees and Local Boards **BE AMENDED** in accordance with the Administrative report of June 15, 2022.

The Mayor put the Motion.

Motion Carried

Agenda item # 14.2 was moved forward

CONSENT CORRESPONDENCE

14.2 2021 Annual Report - Windsor Police Service

Resolution # 20220627-05

Moved By Deputy Mayor Meloche
Seconded By Councillor Renaud

That the 2021 Annual Report - Windsor Police Service, BE RECEIVED.

The Mayor put the Motion.

Motion Carried

REPORTS – CORPORATE SERVICES

8.1 Investing in Canada Infrastructure Program (ICIP) Green Stream - Transfer Payment Agreement

Resolution # 22020627-06

Moved By Councillor Simone

Seconded By Deputy Mayor Meloche

That:

1. Administration BE AUTHORIZED to enter into a Transfer Payment Agreement with the Ministry of Infrastructure– Green Stream (ICIP) for total funding of up to \$3,662,833.50 toward replacement of the Reservoir at Amherstburg Water Treatment Plant;
2. A capital expenditure not to exceed \$9,600,000 including net HST BE APPROVED as a first charge to the 2022 Water Budget estimated \$1,032,500 for engineering, and the remaining from 2023-2026 capital budget for construction of the replacement of the Reservoir based on the 2022 Capital Budget estimations. To be funded from the ICIP grant and long-term debenture as required; and,
3. Administration BE AUTHORIZED to sign long-term (up to 30yr) debenture not to exceed \$5,937,166 to fund the construction and replacement of the Reservoir at Amherstburg Water Treatment Plant.

The Mayor put the Motion.

Motion Carried

8.2 Municipal Modernization Grant Intake III

Resolution # 20220627-07

Moved By Deputy Mayor Meloche

Seconded By Councillor Simone

That:

1. Administration BE AUTHORIZED to enter into a Transfer Payment Agreement with the Ministry of Municipal Affairs & Housing for total funding of up to \$127,200 toward Town of Amherstburg Staff Utilization and Organizational Review;
2. Administration BE AUTHORIZED to incur additional professional fees to maximize the additional grant dollars; and,

3. **Administration BE AUTHORIZED to enter into contracts based on appropriate signing authority as per purchasing policy to maximize grant dollars within the Municipal Modernization Grant guidelines.**

The Mayor put the Motion.

Motion Carried

REPORTS - PARKS, FACILITIES, RECREATION & CULTURE

9.1 Amherstburg's Gone Car Crazy Show

Resolution # 20220627-08

Moved By Councillor Prue

Seconded By Councillor Renaud

That:

1. **The report from the Director of Parks Facilities, Recreation and Culture and the Manager of Tourism and Culture dated June 14, 2022 regarding Amherstburg's Gone Car Crazy Show (AGCC) BE RECEIVED;**
2. **Council APPROVE closing the Open Air program and footprint for one day only Sunday, July 24, 2022 from 6:00 a.m. to 10:00 p.m. in order to accommodate the AGCC's show, proposed footprint and car placement on the streets of downtown Amherstburg; and,**
3. **Council APPROVE closing the Open Air program and footprint for one day only Sunday, July 24, 2022 from 6:00 a.m. to 10:00 p.m. in order to accommodate the AGCC's show, proposed footprint and car placement on the streets of downtown Amherstburg.**

The Mayor put the Motion.

Motion Carried

REPORTS - ENGINEERING & INFRASTRUCTURE SERVICES

10.1 3rd Concession North Watermain – Funding Model and Agreement

Resolution # 20220627-09

Moved By Councillor Renaud

Seconded By Deputy Mayor Meloche

That:

1. **The CAO BE AUTHORIZED to sign the reimbursement agreement with 1473490 Ontario Limited for associated costs related to the upgrade of the watermain on the 3rd Concession North; and,**
2. **The Treasurer BE DIRECTED to fund \$40,000, being the Town's portion of the upgrade, from the water reserve.**

The Mayor put the Motion.

Motion Carried

REPORTS - DEVELOPMENT SERVICES

11.1 Heritage Designation of 24 Sandwich Street South

Moved By Councillor Simone
Seconded By Councillor Prue

That the Rules of Order BE WAIVED to allow Lynn Fox, owner of 24 Sandwich Street South, to address Council regarding the proposed Heritage Designation.

The Mayor put the Motion.

Motion Carried

Lynn Fox advised that the by-law was too restrictive with respect to the windows and flooring and requested that the Heritage Designation either be deferred or the requirement regarding the windows and flooring be removed from the by-law.

Councillor Prue moved the motion with an amendment to strike the windows and flooring from the by-law.

Resolution # 20220627-10

Moved By Councillor Prue
Seconded By Councillor Simone

That:

1. **Council DESIGNATE the "Dr. Manning Residence" at 24 Sandwich Street South by municipal by-law under Part IV the *Ontario Heritage Act*; and,**
2. **At the request of the owner, the requirement outlined in the by-law regarding the windows and flooring BE STRICKEN from the by-law.**

The Mayor put the Motion.

Motion Carried

11.2 Provincial Legislative Changes Impacting Planning and Building

Resolution # 20220627-11

Moved By Councillor Renaud

Seconded By Deputy Mayor Meloche

That:

1. **By-law 2022- 073 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;**
2. **The Town’s practice of offering 18-month non-interest-bearing Development Charges Deferral Agreements under Section 27 of the Act BE RESCINDED;**
3. **The Town’s prescribed maximum interest rate BE DEFINED as prime plus 3% and included in the User Fee and Charges By-law 2022-001; and,**
4. **The Town’s prescribed maximum interest rate BE DEFINED as prime plus 3% and included in the User Fee and Charges By-law 2022-001.The**

The Mayor put the Motion.

Motion Carried

11.3 Repeal and Replace Zoning By-law Amendment – 247 Brock Street

Resolution # 20220627-12

Moved By Deputy Mayor Meloche

Seconded By Councillor Simone

That:

1. **By-law 2022-057 being a by-law to Amend Zoning By-law No. 1999-52, BE REPEALED;**
2. **By-law 2022-074 being a by-law to Amend the Zoning for the Lands shown as “Lot A” on Appendix “A” be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same; and,**

3. **By-law 2022-075 being a by-law to Amend the Zoning for the Lands shown as “Lot B” on Appendix “A” 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

11.4 Site Plan and Development Agreement for 106 Gore Street

Moved By Councillor Simone

Seconded By Councillor McArthur

That the Rules of Order BE WAIVED to allow Nicole Laforge-Rogers and Dave Rogers of Bathurst Street, to address Council regarding the proposed Site Plan and Development Agreement for 106 Gore Street.

The Mayor put the Motion.

Motion Carried

Dave Rogers addressed Council with respect to privacy and proximity concerns at their residence as a result of the proposed new development and requested further setbacks from their property.

Resolution # 20220627-13

Moved By Councillor Courtney

Seconded By Councillor Simone

That:

1. **The site plan and development agreement for 106 Gore Street BE APPROVED; and,**
2. **By-law 2022-048 being a by-law to authorize the signing of a Development Agreement for the development of a semi-detached dwelling within Part of Lot 24, Plan 1, municipally known as 106 Gore Street, 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

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That Council recess for a break at 7:29 p.m.

The Mayor put the Motion.

Motion Carried

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That Council resume Regular session at 7:33 p.m.

The Mayor put the Motion.

Motion Carried

REPORTS - CAO's OFFICE

12.1 2022 Appointment of Proxy Holder for Essex Power Corporation's Annual Shareholder's Meeting

Resolution # 20220627-14

Moved By Deputy Mayor Meloche
Seconded By Councillor Prue

That:

- 1. Mayor Aldo DiCarlo BE APPOINTED proxy holder for the Town of Amherstburg for Essex Power Corporation's Annual Shareholder's Meeting;**
- 2. Bill Wark BE APPOINTED as the alternate proxy holder for the Town of Amherstburg for Essex Power Corporation's Annual Shareholder's Meeting; and,**
- 3. The Clerk BE AUTHORIZED to sign all necessary proxy forms to implement this resolution and forward them to Essex Power Corporation as required.**

The Mayor put the Motion.

Motion Carried

12.2 Amendments to the Code of Conduct of Council, Committees and Local Boards

As dealt with above in item # 7.1

INFORMATION REPORTS

Resolution # 20220627-15

Moved By Deputy Mayor Meloche
Seconded By Councillor McArthur

That the following information report BE RECEIVED:

13.1 Resignation from the Mayor's Youth Advisory Committee

The Mayor put the Motion.

Motion Carried

CONSENT CORRESPONDENCE

Resolution # 20220627-16

Moved By Councillor Renaud
Seconded By Deputy Mayor Meloche

That the following consent correspondence items # 14.1, # 14.3, and # 14.4 BE RECEIVED:

14.1 Value Influence Peers Program (VIP) - Town of Essex Resolution

14.2 2021 Annual Report - Windsor Police Service – *as dealt with above after item # 7.1*

14.3 The Retention of Professional Engineers at Ontario Municipalities

14.4 Request for Ontario Government to Repeal Bill 124 - Ontario Nurses' Association

The Mayor put the Motion.

Motion Carried

Resolution # 20220627-17

Moved By Councillor Prue
Seconded By Deputy Mayor Meloche

Item # 14.4 – That the correspondence regarding the Request for Ontario Government to Repeal Bill 124 - Ontario Nurses' Association BE SUPPORTED.

The Mayor put the Motion.

Motion Carried

OTHER MINUTES

15.1 Heritage Committee Meeting Minutes - June 16, 2022

Resolution # 20220627-18

Moved By Deputy Mayor Meloche
Seconded By Councillor Simone

That:

- 1. The Heritage Committee Meeting Minutes of June 16, 2022 BE RECEIVED;**
- 2. The application for demolition of 295 George Street BE APPROVED; and,**
- 3. 295 George Street BE REMOVED from the Heritage Register as a listed property of cultural heritage value or interest.**

The Mayor put the Motion.

Motion Carried

UNFINISHED BUSINESS

1. Councillor Renaud asked for an update regarding the pipe replacement project at the Libro Centre.

The Director of Parks, Facilities, Tourism and Culture advised that the project is on target for completion for the mid to end of August.

NEW BUSINESS

There was no New Business brought forward.

NOTICE OF MOTION

There were no Notices of Motion.

BY-LAWS

Agenda item # 19.1 and # 19.2 were moved together.

Moved By Councillor Renaud

Seconded By Councillor Simone

19.1 By-law 2022-066 - Zoning By-law Amendment for E-S Concession 7

Resolution # 20220627-19

That By-law 2022-066 being a by-law to Amend Zoning By-law 1999-52 for E-S Concession 7 be taken as having been read three times and finally passed and the Mayor and Clerk BE AUTHORIZED to sign same.

19.2 By-law 2022-078 - Confirmatory By-law

Resolution # 22020627-20

That By-law 2022-078 being a by-law to Confirm all Resolutions of the Municipal Council Meetings held on June 8th and 27th, 2022 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 7:43 p.m.

The Mayor put the Motion.

Motion Carried

MAYOR – ALDO DICARLO

ACTING CLERK – TAMMY FOWKES



Delegation Request Form

I wish to appear before *

Council

Advisory Committee of Council

Date of Meeting *

7/11/2022



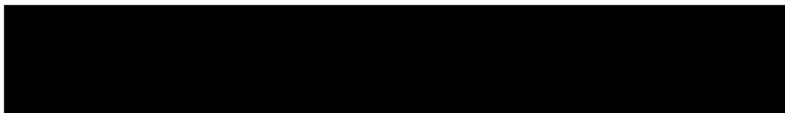
Name of Delegate(s) *

Joseph Thachen-Cary

Address *



Phone *



Email *



Capacity in which you will be attending *

Attending as an Individual

Representing a Group / Organization

Name of Group / Organization / Business *

Amherstburg Indoor Sports Association Inc.

Have you contacted Administration regarding this matter? *

Yes

No

Who from Town Administration have you contacted? *

Director Baillargeon

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's agenda # *

Director Baillargeon's Proposals to the Council re. the Fire Hall and Gymnasium at Libro Centre

If your request is in response to an agenda item, are you in favour of the recommendation? If not, please provide your reasoning below

In full support

Will a powerpoint presentation be made? *

Yes

No

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

Please upload speaking notes and/or presentation materials - 4 Attachments Max (10MB Each) (pdf, docx, xlsx, jpg, jpeg, gif, png, tif) *

File Name



DelegationDocumentation20220707.docx

20.8 KB

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.



Delegate Guidelines

In accordance with the Town's Procedure By-law, a by-law governing the proceedings of Council, the conduct of its members and the calling of meeting for the Town of Amherstburg:

- Delegations may address Council or Committee for the purpose of bringing a specific matter before Council. In this instance, the request form must be received prior to the preparation of the agenda, no later than 12: 00 noon on the Wednesday prior to the Monday meeting.
- Delegations may address Council or Committee with respect to an item on the agenda, to which the individual/group has a bona fide interest and verbally present information on matters of fact. In this instance, the request form must be received by 12:00 noon on the Friday preceding the Council meeting.
- There is a strict time limit for delegations at meetings. Delegations will have 5 minutes to speak, not inclusive of questions from Council or the Committee. No more than 4 delegations will be heard per item of discussion by Council.
- Delegation requests received after the deadline will not be added to the public agenda. In the event registration with the Clerk is not made by 12:00 noon on the Friday preceding the meeting, but prior to 4:00 pm on the date of the meeting, the Clerk will bring the request to the attention of Council. Council, on a majority vote, may decide to hear the delegation.
- PowerPoint presentations are permitted provided that an electronic copy of the presentation is submitted to the Town Clerk no later than 12:00 noon on the Friday before the meeting. A copy of the presentation will be distributed to Council or Committee, as the case may be, as part of the delegation submission.
- A copy of the delegations speaking notes/presentation material must be submitted with the delegation request form to comply with Section 5.11 of the Procedure By-law.

Thank You

Submission Successful

Delegation to the Amherstburg Town Council on Monday, July 11, 2022

Re the proposed Fire Hall and Gymnasium Complex at Libro Centre

Amherstburg Indoor Sports Association Inc. wholeheartedly supports Director Baillargeon's proposal for building a gymnasium for community use as well as use of our member sports groups, viz, Volleyball, Basketball, Badminton, Indoor Pickleball and Indoor Tennis

As we do not have any facilities currently available in town for our use, we are forced to drive into Windsor, Lakeshore and Leamington and pay them our user fees to support their facilities.

The new proposed gym will

- Keep our user fees in town
- Yield us considerable savings in travel costs of gas, time, wear and tear
- Lessen the environmental damage by reducing these travels
- Keep the savings to be redirected to the businesses in town

Respectfully submitted by *Amherstburg Indoor Sports Association Inc.*

Thursday, July 7, 2022



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF CORPORATE 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: IT Data Centre – Award of Tender

1. RECOMMENDATION:

It is recommended that:

- 1. The IT Data Centre Tender BE AWARDED to Attache Group Inc. in an amount of \$149,205 plus HST; and,
2. The Treasurer BE AUTHORIZED to execute a Purchase Order to Attache Group Inc. for \$149,205 plus HST, and
3. Council APPROVE the over-expenditure amount of \$1,831 be funded from the IT Reserve.

2. BACKGROUND:

N/A

3. DISCUSSION:

The Town's Information Technology Data Centre is critical to the on-going operations of the Town and funding for this project was approved during the 2022 Capital Budget deliberations. Administration issued a Request for Proposal (RFP) for the project and received three proposals. The proposals were evaluated based on criteria and requirements outlined in the RFP. The table below outlines how each vendor scored on their ability to deliver on the requirements, with Attached Group Inc scoring the highest at 93 out of a possible 100 points.

PROPONENT	SCORE OUT OF POSSIBLE 100
Attache Group Inc	93
Techify	70
FoxNet	55

4. RISK ANALYSIS:

The risk would be that our current hardware is no longer covered by a support agreement and parts are now end of life making replacement parts much harder to come by.

5. FINANCIAL MATTERS:

There is \$150,000 in the Council Approved 2022 Capital Budget earmarked for this project. The total cost, including non-refundable HST is \$151,831 which represents a budget shortfall of \$1,831.

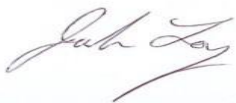
Administration is recommending the \$1,831 over-expenditure be funded from the IT Reserve.

6. CONSULTATIONS:

The Financial Planning Administrator provided information on the bid review regarding compliance.

7. CONCLUSION:

Administration recommends IT Data Centre project be awarded to Attache Group Inc. as outlined in this report.



Jordan Long
Manager of Information Technology

JL

Report Approval Details

Document Title:	IT Data Centre - Tender Award.docx
Attachments:	
Final Approval Date:	Jul 5, 2022

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



Tracy Prince - CFO



Melissa Osborne – Acting CAO

Task assigned to Valerie Critchley was completed by assistant Tammy Fowkes



Tammy Fowkes – Acting Clerk



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: June 28, 2022
Author's Phone: 519 736-3664 ext. 2313	Date to Council: July 11, 2022
Author's E-mail: thewitt@amherstburg.ca	Resolution #:

To: Mayor and Members of Town Council

Subject: Amherstburg Water Treatment Plant (AWTP) – Electrical Upgrades and Supervisory Control and Data Acquisition (SCADA) Installation - Tender Results

1. RECOMMENDATION:

It is recommended that:

1. The Tender for Amherstburg Water Treatment Plant – Electrical Upgrades and SCADA Installation **BE AWARDED** to Selectra Inc. for an amount not to exceed \$1,785,090.75 plus HST and the Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Selectra Inc. for the Amherstburg Water Treatment Plant – Electrical Upgrades and SCADA Installation;
2. That a \$178,500 contingency allowance **BE APPROVED** for inclusion in the contract with Selectra Inc.

2. BACKGROUND:

The Town advertised a Request for Tender (RFT) online for Amherstburg Water Treatment Plant – Electrical Upgrades and SCADA Installation on May 5, 2022 via Bids and Tenders and on the Town's website.

The work to be carried out generally includes the replacement of 27.6kV service, substation and transformer including all wireways, vault and grounding. Replacement of existing main breaker, Automatic Transfer Switch, Motor Control Centre, Variable Frequency Drives, level transmitters and Control Panels. Installation of new SCADA Control Panel, Communication Control Panel, new wiring to existing and new

instrumentation and controls. SCADA integration, including supply of SCADA servers, workstation and software, SCADA programming, start-up and commissioning.

3. **DISCUSSION:**

Tenders closed for this project at 11:00 a.m. on June 14, 2022. The Town received three (3) 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. Selectra Inc.	\$1,785,090.75
2. Rorison Electric Limited	\$1,921,500.00
3. Dielco Electric Ltd.	\$2,339,000.00

Stantec Consulting Limited 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, Selectra Inc. Administration concurs with this recommendation.

Contingency Inclusion

When the tender noted above was issued for pricing the design engineer neglected to include a contingency value to be carried by all bidders. Administration would typically carry a set amount in a tender to allow for the payment of unforeseen or unanticipated changes throughout the course of a project. For a project of this size a value around 10% of the estimated cost would be appropriate.

As outlined in the Procurement Policy, Section 11.2 indicates that a report to Council is required for the approval of the acquisition of goods and/or services where any one or more of the following criteria has been met:

- A Change Order is required and/or expanded works will alter the cost of the project above 5% of the original approved project cost.

Based on this requirement Administration is recommending that Council approve the addition of a \$178,500 (10%) contingency to be included in the contract with Selectra Inc. via change order. Only approved changes / additional costs would be paid from the contingency with the remaining monies considered surplus at the end of the project.

4. **RISK ANALYSIS:**

This tender includes SCADA for the water treatment plant. The installation will alleviate pressures by the Ministry of Environment, Conservation and Parks (MECP) to update our plant for automation, access to historical data and reporting. We are the currently the only water treatment plant in Ontario without SCADA. This automation will provide up to

the minute data for the treatment and storage processes allowing for accurate and safe operations. It also improves the ability to treat, relay and report plant functions. Not moving forward with this project would subject the Town to future scrutiny from the MECP and the potential that we be ordered to do so regardless.

This project also includes electrical upgrades to the exterior transformer and large-scale electrical replacements inside the building. The AWTP is 50 years old and many of these components have exceeded their useful life and are susceptible to failure. These replacements will help ensure the continued safe operation of the plant and production of safe drinking water.

If the additional contingency value is not approved there is a good chance Administration will be required to come back to council to approve additional costs if they are incurred, potentially delaying the project.

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: AWTP Electrical Upgrades and SCADA Installation	Budget	Actual (incl. net HST)	Variance over/(under)
Cost:			
Engineering & Project Management (1)		\$ 322,000	
Construction – Tender Pricing		\$1,785,090	
Contingency (2)		\$178,500	
2020 Budget	\$100,000		
2021 Budget	1,265,000		
2022 Budget	\$135,000		
2022 Budget	\$1,300,000		
Total Project Cost	\$2,800,000	\$2,285,090	(\$514,910)
Funding:			
Reserves	\$1,400,000	\$885,090	(\$514,910)
Water User Rates	\$1,271,200	\$1,271,200	
Development Charges	\$128,800	\$128,800	
Total Project Funding	\$2,800,000	\$2,285,090	(\$514,910)

Notes:

1. Value of the billings to date and projected cost for services during construction.
2. Based on Council approval the budget includes a contingency allowance of \$178,500 which may be used for any unforeseen expenditures subject to the Town's approval.

6. **CONSULTATIONS:**

Stantec Consulting Ltd.
Chief Administrative Officer

7. **CONCLUSION:**

Administration recommends that the Amherstburg Water Treatment Plant – Electrical Upgrades and SCADA Installation **BE AWARDED** to Selectra Inc.



Todd Hewitt
Manager of Engineering

Report Approval Details

Document Title:	2022 07 11 - AWTP Electrical Upgrades and SCADA Installation.docx
Attachments:	- Stantec Tender Review Letter - AWTP SCADA and Electrical.pdf
Final Approval Date:	Jul 5, 2022

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



Antonietta Giofu – Director, Engineering & Infrastructure Services



Tracy Prince - CFO



Melissa Osborne – Acting CAO

Task assigned to Valerie Critchley was completed by assistant Tammy Fowkes



Tammy Fowkes – Acting Clerk



Stantec Consulting Ltd.
600-171 Queens Avenue
London ON N6A 5J7

June 17, 2022

Project/File: 165620209

Todd Hewitt

Manager of Engineering and Operations
Town of Amherstburg, Ontario

Reference: Tender E08-2020-008 - Amherstburg WTP Electrical and SCADA Upgrades

Stantec has completed a comparison of Selectra Contracting's price as the lowest bidder for the Tender E08-2020-008 - Amherstburg WTP Electrical and SCADA Upgrades, and Stantec's design opinion of probable construction cost. Selectra Contracting's price excluding taxes was \$1,785,090.75. Stantec's 2021 median opinion of probable cost excluding taxes and engineering for bot electrical and SCADA upgrades was \$1,596,900 with class C -20%/+30% range of \$1,277,520 - \$2,155,815. Selectra Contracting's price is within class C opinion of probable cost range.

Selectra Contracting, located in Stratford, ON is a reputed electrical contractor in the Water and Wastewater industry and is capable of doing the tendered work.

Regards,

STANTEC CONSULTING LTD.

Srdjan (Sergio) Stevandic M.Sc.Eng., P.Eng.
Electrical Discipline Lead, Eastern Canada
Mobile: (519) 319-0629
sergio.stevandic@stantec.com



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: Shane McVitty	Report Date: June 3, 2022
Author’s Phone: 519 736-3664 ext. 2318	Date to Council: July 11, 2022
Author’s E-mail: smcvitty@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Pike Road Drain Improvements and Auxiliary Outlet

1. RECOMMENDATION:

It is recommended that:

1. The Drainage Board Meeting Minutes of May 17, 2022, **BE RECEIVED**;
2. **By-law 2022-031** being a by-law to provide for the Pike Road Drain Improvements and Auxiliary Outlet be taken as having been read a 3rd and Final time and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same;
3. The Director of Corporate Services/Chief Financial Officer **BE DIRECTED** to increase the Drainage Line of Credit from \$2,000,000 to \$4,000,000 to finance the Pike Road Drain Improvements and Auxiliary Outlet project, with costs to be recovered according to the assessment schedule provided under the engineering report in late 2023 following project completion; and,
4. An operating expenditure not to exceed \$505,345 including net HST **BE APPROVED**, to be funded by a combination of an allocation from the 2021 surplus and a commitment for the balance from the 2023 Budget.

2. BACKGROUND:

The Pike Road Drain is an existing Municipal Drain that provides drainage benefit to a large watershed of approximately 500 acres of residential lands located to the north of Simcoe Street. Specifically, approximately half of the lands within the “Monopoly” subdivision, along with those on Martin Crescent, Bratt Drive, Hainer Court, Hart Street, and properties on both sides of Simcoe east of Fryer, benefit from the Pike Road Drain.

The existing Pike Road Drain generally consists of a buried concrete pipe system with connecting manholes and catchbasins, with its upper end consisting of an open drain between Meloche Road and Richmond Street. The drain runs within private residential lands along the north side of Simcoe Street, extending from its upstream limits at Meloche Road to its outlet into the 2nd Concession Road Drain North at the north-east corner of Fryer Street.

In order to alleviate flooding historically experienced to residential properties along Simcoe Street and to provide drainage relief to those lands downstream, and in accordance with Council's 2015 authorization to allow Administration to utilize an engineering roster to provide services under the Drainage Act, Gerard Rood, P.Eng., of Rood Engineering Inc., was instructed by Administration on November 27th, 2015, to complete a report for improvements to the Pike Road Drain in accordance with Section 78 of the Drainage Act.

3. DISCUSSION:

Since receiving his instruction, the engineer has performed all of the necessary surveys and investigations and has submitted his report for the Pike Road Drain Improvements and Auxiliary Outlet, dated January 26, 2022. At the March 22, 2022 Drainage Board meeting, the drainage report was presented to the Board, and residents were provided the opportunity to speak to their concerns. Council provisionally adopted By-law 2022-031 for the Pike Road Drain Improvements and Auxiliary Outlet at its April 11, 2022 meeting. Since then, the Court of Revision has taken place at the May 17, 2022 Drainage Board meeting, where residents were invited to attend and were provided the opportunity to appeal their assessments. There were no appeals received, nor were there any residents in attendance. Minutes from this meeting and a copy of the drainage report have been attached. The Drainage Board has recommended that the schedule of assessment as presented by the engineer under his report be accepted and that the By-law for the works be finally adopted by Council.

The drainage report completed by Gerard Rood, P.Eng. recommends improvements to a portion of the existing Pike Road Drain and the installation of a new, auxiliary drain to be located on the south side of Simcoe Street. The auxiliary drain will provide relief to the upper and lower reaches of the watershed. Manhole connections and roadway crossing culverts will also be provided to join the existing Pike Road Drain on the north side of Simcoe to the new auxiliary drain. The new auxiliary drain, which will consist of buried concrete storm sewer pipes, catch basins, manholes, and a swale to convey overland flow, will be capable of carrying the 1 in 100 year storm event to the open portion of the 2nd Concession Road Drain North behind Ste. Jean Baptiste elementary school. Once completed, the auxiliary drain will intercept flows from the eastern parts of the watershed and divert them to the 2nd Concession Road Drain North, thereby reducing the amount of flow previously taken by the downstream portion of the Pike Road Drain. This will serve to benefit the entire watershed by alleviating existing flooding along Simcoe Street, and lessening the burden on the existing drain thereby increasing its overall level of service. Additionally, the recommended improvements will provide storm water outlet for Mulberry Court, a 26 block residential subdivision comprised of 52 semi-detached townhouses proposed for the north side of Simcoe, west of Martin Crescent. Engineering plans and specifications describing the technical details of the proposed drainage improvements are provided in the appended drainage report. A map of the existing and proposed Pike Road Drain and Auxiliary Outlet has been appended to this report as well.

The total estimated cost for the Pike Road Drain Improvements and Auxiliary Outlet is \$1,570,000 including net HST. An assessment schedule is included in the drainage report which outlines how the costs of the project will be funded. In general, assessments are broken down as follows:

Pike Road Drain Improvements and Auxiliary Outlet - Assessments

Town of Amherstburg	\$ 505,345
County of Essex	\$ 195,492
Mulberry Court Subdivision	\$ 260,796
Landowners (private – non-agricultural lands)	<u>\$ 608,367</u>
Total Estimated Project Cost (incl. net HST)	\$ 1,570,000

The costs listed above are estimates according to the drainage report completed by the engineer. Final project costs and assessments may vary depending on actual values tendered and interim financing costs for the project. At this stage, appeal periods to the Court of Revision and the Ontario Appeal Tribunal have expired, with no appeals received.

4. RISK ANALYSIS:

Adoption of the By-law

Under the Drainage Act, the municipality can be held responsible for damages due to flooding and drain failures if recommended improvements are not completed. Affected landowners may also appeal to the Ontario Appeal Tribunal if a report is not adopted by Council. This is described under Section 45(2) of the Drainage Act which states:

Appeal or referral to Tribunal

45(2) Where a report is not adopted by council, any petitioner may appeal to the Tribunal or, where lands used for agricultural purposes are included in the area to be drained, the Minister may refer the matter to the Tribunal. R.S.O. 1990, c. D.17, s. 45 (2); 2006, c. 19, Sched. A, s. 6 (1).

The general powers of the Tribunal are provided under Section 51(1) of Act:

Powers of Tribunal

51(1) On any appeal or reference to the Tribunal under this Act, the Tribunal shall hear and determine the matter and, where not so provided, may make such order and direct such things to be done as are authorized by this Act or as it considers proper to carry out the purposes of this Act. R.S.O. 1990, c. D.17, s. 51 (1); 2006, c. 19, Sched. A, s. 6 (4).

While Administration cannot predict the likelihood of such an appeal from an affected landowner, it should be noted any resident that has been experiencing hardship due to flooding or a lack of adequate drainage within this drainage system could submit an appeal to the Tribunal should Council not elect to provisionally adopt the by-law.

Decisions rendered by the Tribunal are final, and the Municipality would be statutorily obligated to heed any such decisions. In addition, Tribunal hearings add costs and project delays.

Passing of the Provisional By-law and Delay of Construction

Once the drainage report has been provisionally adopted, and once all appeal periods have expired and appeal matters have been decided, Council may elect to pass the provisional by-law. This is illustrated under Section 58(1) of the Drainage Act:

By-law may be passed

58 (1) Where the council of an initiating municipality has adopted a report for the construction of a drainage works after the time for appealing has expired and there are no appeals or after all appeals have been decided, the council may pass the provisional by-law to which the engineer's report was attached, thereby authorizing the construction of the drainage works, and work may be commenced ten days after the by-law is passed if no notice of intention to make application to quash the by-law has been filed with the clerk of the council. R.S.O. 1990, c. D.17, s. 58 (1); 2010, c. 16, Sched. 1, s. 2 (23).

After the by-law has been passed, it is advisable to proceed as quickly as reasonably possible with construction. Should construction be delayed, appeal rights are afforded to affected landowners under Section 58(5) of the Drainage Act. The intention of this section of the Act is to ensure that a landowner's right to sufficient drainage as recommended by the engineer is protected. This section of the Act also helps to mitigate further damage suffered from a lack of drainage. Section 58(5) is as follows:

Appeal to Tribunal

58 (5) Where the council does not proceed with reasonable dispatch with the construction of the work after passage of the by-law, a petitioner may appeal to the Tribunal or, where lands used for agricultural purposes are included in the area to be drained, the Minister may refer the matter to the Tribunal, and the Tribunal may direct the council to take such action as the council is authorized to take under this Act and as the Tribunal considers proper. R.S.O. 1990, c. D.17, s. 58 (5); 2006, c. 19, Sched. A, s. 6 (1); 2010, c. 16, Sched. 1, s. 2 (24).

If Council elects to pass the by-law, Administration recommends an expedient start to tendering and construction, with the expectation for construction to commence in the fall of 2022. Should construction be delayed, appeal rights are afforded to affected landowners under Section 58(5) of the Drainage Act.

5. FINANCIAL MATTERS:

Should Council pass the recommended by-law, the estimated financial impacts of costs still to be incurred will be reflected in the draft 2022-2023 Budget under the Drainage budget centre for costs and funding (recoveries) of the project. Costs incurred to date will continue to be financed by the Town until recovered from benefiting property owners, plus applicable interest, based on the assessment schedules in the engineer's report; such recoveries are usually done once the project is completed.

Drainage projects are financed through a line of credit, whereby repayments are made regularly as project costs are recovered through assessments. Historically, the Drainage Line of Credit has been set to \$2,000,000, which has been an appropriate value in light of the typical amount of drainage projects that require financing on an annual basis. Due to the size of the estimated costs for the Pike Road Drain Improvements and Auxiliary Outlet project, the current line of credit will not be sufficient to finance the proposed work in addition to all other ongoing and expected drainage projects. To address this, Administration recommends increasing the Drainage Line of Credit from \$2,000,000 to \$4,000,000. The nature of this drainage project is that approximately 68% of the cost, which includes assessments to the Count of Essex, will be recovered from taxpayers late 2023, with the majority of cost incurred in early 2023


As shown above, the estimated cost for the Pike Road Drain Improvements and Auxiliary Outlet project is estimated at \$1,570,000, excluding interim financing costs and including net HST. The Town's share of those estimated costs is \$505,345. Administration will bring forward a recommendation to allocate a portion of the 2021 surplus to the Drainage Reserve with the 2021 Year-end audit to plan for this expenditure. In addition, Administration will bring forward a report to Council recommending tender award following the completion of the public tender process. This report will provide Council with updated cost figures and assessments based on the results of the tender.

6. CONSULTATIONS:

Director of Corporate Services/Chief Financial Officer
Chief Administrative Officer
Supervisor of Accounting

7. CONCLUSION:

Administration is recommending that Council adopt the recommended By-law and approve an operating expenditure of \$505,345 to be funded through an allocation from the 2021 surplus and a commitment for the balance from the 2023 Budget to fund the Town's share of the costs for the Pike Road Drain Improvements and Auxiliary Outlet project. Further, Administration is recommending that the Drainage Line of Credit be increased from \$2,000,000 to \$4,000,000 to finance the Pike Road Drain Improvements and Auxiliary Outlet project, with costs to be recovered according to the assessment schedule provided under the engineering report in late 2023 following project completion.



Shane McVitty
Drainage Superintendent and Engineering Coordinator

Report Approval Details

Document Title:	Pike Road Drain Improvements and Auxiliary Outlet.docx
Attachments:	- 220524 - Drainage Board Meeting Minutes - May 17, 2022.pdf - Bylaw 2022-031 -Pike Road Drain - Provisionally Adopted and Signed.pdf - Public Drainage Report - Pike Rd Dr and Aux Outlet.pdf - Pike Road Drain - Aerial Map.pdf
Final Approval Date:	Jun 28, 2022

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



Antonietta Giofu



Tracy Prince



Valerie Critchley



**TOWN OF AMHERSTBURG
DRAINAGE BOARD
Tuesday, May 17, 2022
6:00 PM**

MINUTES

PRESENT

Bob Bezaire, Chair
Allan Major, Vice-Chair
Bob Pillon
Brad Laramie
Todd Hewitt, Manager of Engineering
Nicole Humber, Recording Secretary
Kevin Fox, Policy and Committee Coordinator

ABSENT

Anthony Campigotto
Shane McVitty, Drainage Superintendent &
Engineering Coordinator

CALL TO ORDER

The 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, Allan Major seconded;

That:

The minutes of the previous meeting BE ADOPTED:

1. **Drainage Board Meeting Minutes – May 3, 2022**

Motion Carried

6. **OPEN COURT OF REVISION**

The Chair opened the Court at 6:02 p.m.

The Chair explained that the Court of Revision is required to have 3 or 5 member participation. Due to the absence of board member Anthony Campigotto, one member of the Drainage Board is required to abstain from participating in the Court of Revision. Board member Bob Pillon excused himself from participating in the Court of Revision.

6.1 Appeals – Pike Road Drain Improvements and Auxiliary Drain Outlet

Gerard Rood, P.Eng from Rood Engineering Inc. gave a brief overview of his report indicating that the purpose of the report was to address flooding problems and control water flow along Pike Road. Mr. Rood indicated that the schedule of assessment includes “Block B” which addresses the proposed subdivision for Mulberry Court. Mr. Rood stated that at the consideration meeting, a concern was brought up by the engineer for the Mulberry Court subdivision regarding an elevation discrepancy at the connection point where the Mulberry Court storm sewer system will tie into the Pike Road Drain. Mr. Rood further stated that the elevation concern was addressed and an amended plan has been circulated. Mr. Rood advised that there were no appeals received for this project, and he recommended the Board adopt the report and assessment schedule as presented. The estimate for the project is \$1,570,000.00.

Chair Bob Bezaire asked if any online participants had any questions.

There were none.

Chair Bob Bezaire asked if any of the Board members had any questions.

There were none.

Brad Laramie moved, Allan Major seconded;

That:

- 1. The appeals submitted written or verbally to the Court of Revision for the Pike Road Drain Improvements and Auxiliary Drain Outlet BE RECEIVED; and**
- 2. The schedule of assessment as presented by Rood Engineering Inc. for the Pike Road Drain Improvements and Auxiliary Drain Outlet BE APPROVED.**

Motion Carried

6.2 Appeals – 2nd Concession Road Drain South (Open Portion North of Lowes Sideroad) Repair and Improvement

Mr. Rood provided a brief overview of his report, including the project estimate of \$1,889,600.00. Mr. Rood indicated that the entire cost of this project has been assessed to Rocksedge Development properties. Mr. Rood indicated that Mr. Smith, the owner of Rocksedge Development did not have any questions or concerns with the report and had signed a waiver waiving his rights to appeal the project. Mr. Rood stated that the project has already been tendered privately by Rocksedge Development and the work has already commenced.

Chair Bob Bezaire asked if any online participants had any questions.

There were none.

Chair Bob Bezaire asked if any of the Board members had any questions.

There were none.

Allan Major moved, Brad Laramie seconded;

That:

- 1. The appeals submitted written or verbally to the Court of Revision for the 2nd Concession Road Drain South (Open Portion North of Lowes Sideroad) Repair and Improvement BE RECEIVED; and**
- 2. The schedule of assessment as presented by Rood Engineering Inc. for the 2nd Concession Road Drain South (Open Portion North of Lowes Sideroad) Repair and Improvement BE APPROVED.**

Motion Carried

7. CLOSE COURT OF REVISION

Allan Major moved, Brad Laramie seconded;

That:

- 1. The Court of Revision be ADJOURNED.**

Motion Carried

The Court of Revision was closed at 6:08 p.m.

8. NEXT MEETING DATE

Tuesday, June 7, 2022 @ 6:00 p.m.

9. ADJOURNMENT

Allan Major moved, Bob Pillon seconded;

That:

The Board rise and adjourn at 6:08 p.m.

Motion Carried

Chair – Bob Bezaire

Staff Liaison – Shane McVitty

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2022 – 031

By-law to provide for the Pike Road Dain Improvements and Auxiliary Outlet based on the Drainage Report by Rood Engineering Inc.

WHEREAS a request for improvement of the Pike Road Dain 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 Pike Road Dain Improvements and Auxiliary Outlet under section 78 of the Drainage Act;

WHEREAS Council of the Corporation of the Town of Amherstburg has authorized Gerard Rood, P. Eng., to prepare a report and said engineer's report dated January 26, 2021, can be referenced as Schedule A, as attached hereto;

WHEREAS \$1,570,000.00 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 March 22, 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 \$1,570,000.00 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 11th day of April, 2022.



MAYOR – ALDO DICARLO
~~DEPUTY MAYOR – LEO MELOCHE~~


CLERK – VALERIE CRITCHLEY

Read a third time and finally passed this ___ day of _____, 2022.

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY

**PIKE ROAD DRAIN IMPROVEMENTS
AND AUXILIARY DRAIN OUTLET**

Town of Amherstburg

(PWD-MD-2002-014)



Town of Amherstburg

**271 Sandwich Street South
Amherstburg, Ontario N9V 2A5
519-736-0012**

Rood Engineering Inc.

**Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621**

*Project REI2015D024
January 26th, 2022*

January 26th, 2022

Mayor and Municipal Council
Corporation of the Town of Amherstburg
271 Sandwich Street South
Amherstburg, Ontario
N9V 2A5

Mayor DiCarlo and Members of Council:

**PIKE ROAD DRAIN IMPROVEMENTS
AND AUXILIARY DRAIN
Geographic Township of Malden
PWD-MD-2002-014, 2015-EPW-13
Project No. REI2015D024
Town of Amherstburg, County of Essex**

I. INTRODUCTION

Further to the motion from Council at their November 9th, 2015 meeting authorizing administration to utilize a roster for drainage services under the Drainage Act, and pursuant to instructions received by letter dated November 27th, 2015 from Eric Chamberlain, C.E.T., former Manager of Public Works, we have proceeded with an Engineer's Report to repair and improve the Pike Road Drain West. Our instructions, and this drainage report are in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

The Town of Amherstburg has received a request for alleviating flooding concerns north of Simcoe Street and an outlet for a new development. Town Drainage Superintendent Shane McVitty has provided a detailed background and history on the drain. The original request for improvement was received from a resident along Simcoe Street through a letter dated July 30th, 2001. This included a request for the Pike Road Drain to be enclosed in front of the property to address flooding concerns and performance issues with the drain. Over the next year there were ongoing flooding problems and other nearby residents on Simcoe Street also expressed their concerns to the Town. This resulted in Town Council authorizing Stantec Consulting to complete a drainage report for improvements to the drain at their March 4th, 2003 meeting. In early August of 2004 flooding was experienced and at their August 9th, 2004 meeting, the Town Council instructed Stantec to prepare a report to enclose the drain portion at 560 Simcoe Street and to provide a strategy or permanent solution to resolve the remaining drainage and flooding issues on the Pike Road Drain.

The Stantec report dated January 31st, 2005 provided for the enclosure of the drain with all costs assessed to the Town. The report made reference to a 1966 preliminary report prepared by LaFontaine Cowie Buratto and Associates which was prepared to review maintenance and repairs to the drain to accommodate proposed upstream development, along with a video inspection of the drain in 2002. Key comments included in this report included: *“Covering in the section of the drain fronting the Parlette’s property, east of Martin Crescent, will not solve any flooding problems. A second report should be prepared indicating a preferred solution for the entire drainage area”*.

The enclosure at 560 Simcoe Street was installed by the Town in May/June of 2005 in accordance with the Stantec report and fulfilling Council’s instructions to enclose the drain. Unfortunately, a permanent solution to resolve the flooding on Pike Road Drain was never implemented and a second report was never completed to address the concern. A report dated January 22nd, 2008 was completed by Stantec for the 2nd Concession Road Drain South enclosure and realignment around St. Jean-Baptiste elementary school. In 2013 Rood Engineering completed an updated maintenance schedule of assessment for the 2nd Concession Road Drain South to properly allocate costs for required maintenance; however, neither of these reports addressed the previous instruction from Council to resolve the drainage and flooding problems on the Pike Road Drain.

To alleviate the flooding problem along the Pike Road Drain, this requires an Auxiliary Drain Outlet from the Pike Road Drain to the 2nd Concession Road Drain South to address flooding concerns on the roads and lands north of the drain along Simcoe Street (County Road 18). The proposed works will provide relief for the drainage in the watershed lands to the north and along Simcoe Street (Pike Road) from Fryer Street to Meloche Road. The Auxiliary Outlet will convey 1 in 100 year storm events to the 2nd Concession Road Drain South open channel that has capacity for the flows and will include a storm water management pond to address the current and future development in the watershed.

II. DRAINAGE HISTORY

The 2nd Concession Road Drain South and its tributary the Pike Road Drain are located entirely within the Town of Amherstburg. The drainage basin served by the 2nd Concession Road Drain South consists of approximately 218.067 hectares (538.84 acres). The upper end of the 2nd Concession Road Drain South commenced south of Alma Street (County Road 16) and extended southerly and downstream along the east side of Fryer Street (2nd Concession Road) to Simcoe Street and has been abandoned as a municipal drain being replaced with new infrastructure storm sewer works. The 2nd Concession Road Drain South now commences at Simcoe Street at the junction with Pike Road Drain and extends south along the east side of Fryer Street to approximately the line between Lots 21 and 22, Concession 2, Geographic Township of Malden. The drain then continues easterly and southeasterly to an outlet in Big Creek south of Lowes Sideroad and west of Meloche Road (County Road 5). The reconstruction of Fryer Street from

Alma Street south to Simcoe Street in the near future will include replacement of the storm drainage works and abandonment of the 2nd Concession Road Drain South for that portion as it is replaced by storm sewer infrastructure. The Pike Road Drain extends along the north side of Simcoe Street (Pike Road) from the west side of Meloche Road westerly and downstream to its outlet in the 2nd Concession Road Drain South at Fryer Street.

The overall Pike Road Drain was last repaired and improved under a report dated April 28th, 1965 by C.G.R. Armstrong, P.Eng. Said report provided for relocation of the drain off the road right-of-way at the request of the County Engineer, and enclosure of the westerly portion that abutted smaller private lots. The January 31st, 2005 report by Stantec provided for enclosure of the open drain at 560 Simcoe Street and noted that a further report would be required to address the overall flooding concerns.

III. INVESTIGATIONS AND ON-SITE MEETING

Prior to the on-site meeting, submissions were made to the Ministry of Natural Resources and Forestry (M.N.R.F.) and the Department of Fisheries and Oceans (D.F.O.) since the proposed works would be near the sensitive area of Big Creek. Contact from M.N.R.F. indicated that the area is surrounded by Eastern Fox Snake habitat, and this will require consideration during the course of the project.

D.F.O. responded that their mapping indicated no species at risk in the area. We were contacted by Lucente Engineering who is working for the developer of lands south of Simcoe Street and east of Fryer Street and discussed coordinating any environmental studies that would be required. Follow-ups were done with biology consultant Dan Barcza of Sage Earth who had been working with biologist Todd Leadley, Lucente Engineering, and their client Rocksedge Developments. Additional information was provided to D.F.O. at their request including extracts from a biological study report dated December 7th, 2011 that was prepared by biologists Gerry Waldron and Todd Leadley. Work on the Pike Road Drain and Auxiliary Outlet was established to be clear of any significant concerns.

An on-site meeting with the affected Owners was scheduled for June 2nd, 2016 at the Libro Credit Union Centre, located just southeast of the drainage works off Meloche Road. This meeting was well attended with the meeting moderated by Eric Chamberlain (Town Drainage Superintendent) and Gerard Rood (Rood Engineering Inc.). Those in attendance included: Rob Taylor, Randy & Joanne Deneau, Joe & Doris Kitka, Ed Smith (Rocksedge Developments), Julie Hunt, Pat Greenwood, Gerry Bronstein, Ryan Wall (Walker Aggregates), Karl Clifford, Lee Handscomb, Ken & Janet Gardiner, Yvonne Sinasac & Jim Lesperance, Clare Hamelin, and Dale Iler.

Mr. Chamberlain outlined the purpose of the meeting, explaining that the Town is working with the developer for works to the 2nd Concession Road Drain South to facilitate growth in the Town, and that an auxiliary outlet is planned from the Pike Road Drain to that drain to address flooding

concerns along and north of Simcoe Street as per Council instructions. Mr. Clifford asked about the duration of the project and Mr. Rood suggested that it could take 6 to 10 months depending on regulatory reviews and approvals. Mr. Chamberlain estimated that tendering and construction would take approximately 2 months, once the drainage report has been adopted.

Mr. Taylor asked about the area of the Smith – Rocksedge Developments site. Mr. Rood estimated the area at approximately 68 hectares or 170 acres. Mr. Chamberlain commented that the development will have Storm Water Management (SWM) controls in their plans. Mr. Taylor asked about the subdivision being developed at Simcoe Street and Meloche Road. Mr. Chamberlain informed him that storm flows will proceed to Meloche Road and south to Big Creek and will not drain into the Pike Road Drain. Mr. Bronstein questioned if this would provide some relief to Simcoe Street and Fryer Street and Mr. Chamberlain confirmed that it would since the outlet would now be better. Mr. Hunt wanted to know if flows would go down Simcoe Street from Fryer Street and Mr. Chamberlain explained that the proposed auxiliary outlet would intercept some of the upstream flows from the east to provide relief towards Fryer Street

The report will provide an updated Assessment Schedule along with provisions for sharing cost of work to all the affected lands and roads within the watershed. The procedure under the Drainage Act was also reviewed with the Owners. Mr. Chamberlain explained that assessment for maintenance work depends on where the work is done and who is involved, generally being the adjacent and upstream landowners. Owners were reminded that it is their responsibility to bring their drainage to the drain. It was questioned if the maintenance work on the 2nd Concession Road Drain open portion should have been delayed and Mr. Chamberlain stated that existing problems needed to be addressed including flooding of the Sportsmen’s Club parking. The Town has to take care of drain outlets and cannot allow them to remain blocked or the Town could be liable. Mr. Rood pointed out that the Essex Region Conservation Authority (E.R.C.A.) has controls in place to set grades and reduce the risk of flooding.

Mr. Chamberlain summed up that the Town would not do any work until the drainage report had been completed. The required work will be carried out as a capital project. He went on to advise that a public meeting with the Drainage Board would be scheduled and notices for same will be sent out along with a copy of the Drainage Report and Schedule of Assessment. The Owners were advised that they may contact either the Drainage Superintendent or the Engineer, if any questions arise in the interim.

IV. FIELD SURVEY AND INVESTIGATIONS

Subsequent to the on-site meeting we arranged for a topographic survey of the drain to be completed, along with the topography along the area for the Pike Road Auxiliary Drain Outlet. We further arranged to get updated roll information from the Town, including information on the tax class of each of the properties affected by the Municipal Drain.

The consultant for the development provided information on their archaeological assessment including a plan indicating some “Findspots”, but none are located in the direct area of the proposed drainage works. Landmark Engineers has conducted work to establish requirements for storm water management (S.W.M.) for the proposed development. Their work determined that flows from upstream areas could be incorporated into the design for improvements to the 2nd Concession Road Drain South and creation of a S.W.M. pond. Working in consultation with the Town and key stakeholders, Landmark Engineers was able to determine amendments to the Pike Road Drain and a design for the Auxiliary Drain Outlet for the Pike Road Drain to convey 1:100 year storm flows to the proposed S.W.M. pond. The proposed works will help to minimize the risk of flooding along Simcoe Street and the development area to the north of it. Works to the 2nd Concession Road Drain South under a separate drainage report will accommodate the repairs and improvement to the Pike Road Drain and Auxiliary Drain Outlet.

We also made initial submissions to the Essex Region Conservation Authority regarding their requirements for work that would be proposed to be carried out on the drainage works. A response from the Conservation Authority was received on June 1st, 2016. A copy of their concerns and requirements is included in **Appendix “REI-A”** of this report. E.R.C.A. provided further input in their August 23rd, 2021 response on review of the initial 2nd Concession Road Drain South submission noting that the proponent has to ensure that all applicable municipal, provincial, and federal authorizations have been obtained for a project. Further information was received from E.R.C.A. in their November 2nd, 2021 email and a copy has been included in **Appendix “REI-A”** of this report. Through self-assessment it has been determined that incorporation of the mitigation requirements included in the report specifications and appendices will address the requirements for proceeding with this project.

We also arranged for the Town to review the Ministry of Natural Resources and Forestry (M.N.R.F.) Species at Risk (S.A.R.) former agreement made with the Town pursuant to the Endangered Species Act, 2007. The former Agreement plans indicate that turtle and snake species are a concern for this work area as outlined during meetings with the Town and stakeholders. The former Agreement includes mitigation measures to be followed as outlined in “Schedule C Mitigation Measures” of the document and a copy of same as it relates to turtles and snakes is included herein in **Appendix “REI-B”**. Biology consultant Nicole Wajmer of Insight Environmental assisted with getting input on the 2nd Concession Road Drain South, that is the outlet for the Pike Road Drain, from the Department of Fisheries and Oceans (D.F.O.) with their response to the Town dated April 16th, 2021. Ms. Wajmer also assisted with submissions to the Ministry of Environment, Conservation and Parks (M.E.C.P.) for their input and worked with the Town to re-register Eastern Foxsnake under Section 23.9 (Drainage Works) of Ontario Regulation (O. Reg) 242/08 for exemption based on the mitigation plans. Due to the link and proximity between the drains, and our self-assessment, similar provisions as applicable for the Pike Road Drain and Auxiliary Drain are included as part of this report.

V. FINDINGS AND RECOMMENDATIONS

The Pike Road Drain extends from the west side of Meloche Road westerly and downstream along the north side of Simcoe Street to its outlet into the 2nd Concession Road Drain South at Fryer Street. This drain currently experiences some flooding on the covered drain portions along Simcoe Street, along with flooding on some of the lands and roads in the watershed to the north.

To address the flooding concerns with the Pike Road Drain, we recommend the construction of an Auxiliary Drain outlet to the 2nd Concession Road Drain South, at the open channel to the east of the Parkland north of the Saint Jean-Baptiste French school located along Fryer Street. The Pike Road Auxiliary Drain outlet shall be a covered system with an open conveyance swale constructed in accordance with the details provided in this report and the plans and specifications forming part of this report, extending from the north side of Simcoe Street southerly to the rear of the lots along the south side of Simcoe Street, and then westerly to the open drain location just east of Fryer Street.

Camera investigations of the existing Pike Road Drain indicated some tree root clumps and other minor obstructions along the course of the covered drain system. The Town will continue to monitor the existing Pike Road Drain and it is expected that maintenance work on the portions not affected by the current proposed works will be conducted at a future date when the need arises with costs assessed to the affected lands and roads within the Pike Road Drain watershed.

We recommend improvements to the Pike Road Drain to convey 1:100 year storm events from the proposed Shaw Mulberry Court Development, Martin Crescent, and Bratt Drive, including connections from the north side of Simcoe Street to the new Auxiliary Drain outlet on the south side of the street. These improvements shall be constructed in accordance with the details, plans, and specifications forming part of this report. We have noted a mature tree in the vicinity of the drain at the northwest corner of Martin Crescent and Simcoe Street that may be impacted by the works. Our specifications will provide for the Contractor to try and protect this tree but it may have to be removed as an obstruction to the drainage works pursuant to Sections 80 and 81 of the Drainage Act. The flows from the improved drainage works will be incorporated into the 2nd Concession Road Drain and S.W.M. pond design carried out by consultant Landmark Engineers that form part of the development requirements for the lands south of Simcoe Street to Lowes Sideroad located between Fryer Street and the quarry lands to the east.

All works on the project shall be carried out in accordance with the requirements established by the investigations with D.F.O. and M.E.C.P. and their input. The required mitigation measures are included in the design plans and the specifications and appendices forming part of this report. Proposed construction and any future maintenance work to the drainage system shall be carried out in accordance with the mitigation requirements included in the report and any future updates or permits that are required.

The Town will also be required to obtain a permit from E.R.C.A. for the proposed works and for any future maintenance carried out on the drainage works. E.R.C.A. mitigation provisions are included in the report specifications and appendices and shall be followed during construction and any future maintenance works on the drain system.

VI. ALLOWANCES

We find that the work on the drains will impact some of the affected lands, particularly at the new outlets, and these lands require payment for the land taken by same. We therefore recommend that the following owners be compensated for the land taken for the drain construction and relocation as follows, namely:

1)	County of Essex,	Owner,	Simcoe Street,	\$	10.00
2)	Rocksedge Developments Inc., (010-01810)	Owner,	Part of Lots 21 & 22, Concession 2,	\$	52,788.00
3)	Rocksedge Developments Inc., (010-00310)	Owner,	Part of Lot 21, Concession 2,	\$	28,486.00

TOTAL FOR LAND TAKEN

\$ 81,284.00

We have provided for this land taken compensation in our estimate, as is provided for under Section 29 of the “Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010”. These allowances are based on nominal values due to the County of Essex affected lands being public spaces. The value for lands taken on the Rocksedge Developments lands is based on the Farm Credit Canada (FCC) current value of \$19,920.00 per acre for land used for agriculture in the area.

This compensation shall allow for all of the land necessary to construct the new drain outlets. Nominal values have been used for the drain portions across the roadway as these are public lands intended to serve the landowners. The new development south of Simcoe Street will dedicate a green space strip between the new lots and existing lots along Simcoe Street, to the Town, and we have therefore provided FCC land values for these lands that are currently farmed. The allowances provided shall establish the legal right for the Municipal drainage systems in their proposed locations, allow for the required construction, and access by the Town to maintain the drainage works in the future.

We find that the construction and future maintenance of the drainage works will require access along the west and north side of the drain. We therefore recommend that the following owners be compensated for the damages to land and crops, if any, as follows, namely:

1)	County of Essex,	Owner,	Simcoe Street,	\$	10.00
2)	Rocksedge Developments Inc., (010-01810)	Owner,	Part of Lots 21 & 22, Concession 2,	\$	3,246.00

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& Auxiliary Drain (PWD-MD-2002-014)
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3)	Rocksedge Developments Inc.,	Oner,	Part of Lot 21, Concession 2,	\$	1,752.00
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TOTAL FOR DAMAGES	\$	5,008.00
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These values for damages are based on a strip of land parallel to and along the drainage works. This area will be used for the construction of the drain and future maintenance of the drain. These allowances are based on nominal values for the County of Essex due to the affected lands being public spaces and \$1,225.00 per acre for Rocksedge Developments lands currently being under agricultural production.

We have provided for this in our estimate as is provided for under Section 30 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

VII. ESTIMATE OF COST

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **ONE MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$1,570,000.00)**, made up as follows:

CONSTRUCTION

- | | | | |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| Item 1) | <p><u>Brushing:</u> provide all equipment, labour, and materials to remove and grub out existing vegetation as required for the drain installations, complete:</p> <p>a) <u>Auxiliary Drain from Station 0+000 to Station 0+470; approximately 470 lineal metres at \$6.00 per metre</u></p> <p>b) <u>Auxiliary Drain from Station 1+000 to Station 1+161; approximately 161 lineal metres at \$6.00 per metre</u></p> | \$ | 2,820.00 |
| | | \$ | 966.00 |
| Item 2) | <p><u>Strip Topsoil and Stockpile on Site:</u> provide all equipment, labour, and materials to complete work:</p> <p>a) <u>Auxiliary Drain from Station 0+000 to Station 0+470; approximately 6,100 square metres at \$3.00 per metre</u></p> <p>b) <u>Auxiliary Drain from Station 1+000 to Station 1+161; approximately 120 square metres at \$4.00 per metre</u></p> <p>c) <u>Pike Road Drain; approximately 100 square metres at \$4.00 per metre</u></p> | \$ | 18,300.00 |
| | | \$ | 480.00 |
| | | \$ | 400.00 |
| Item 3) | <p><u>Remove Existing Drain Pipe:</u> provide all equipment, labour, and material to excavate, remove and dispose of the existing pipe:</p> | | |

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	a) <u>Auxiliary Drain</u> : 375mm diameter C.S.P., approximately <u>48</u> lineal metres at <u>\$65.00</u> per metre	\$	3,120.00
	b) <u>Pike Road Drain</u> : 750mm diameter C.S.P., approximately <u>30</u> lineal metres at <u>\$65.00</u> per metre	\$	1,950.00
Item 4)	Remove Existing Asphalt: provide all equipment, labour, and materials to sawcut, remove, and dispose of materials at pipe installation locations:		
	a) <u>Auxiliary Drain</u> : at Municipal Number 549 Simcoe Street, approximately <u>60</u> square metres at <u>\$10.00</u> per square metre	\$	600.00
	b) <u>Simcoe Street Crossings</u> : approximately <u>110</u> square metres at <u>\$10.00</u> per square metre	\$	1,100.00
Item 5)	Road Base Materials: provide all equipment, labour, and materials to excavate road base materials and stockpile on site:		
	a) <u>Auxiliary Drain</u> : at Municipal Number 549 Simcoe Street, approximately <u>18</u> cubic metres at <u>\$25.00</u> per cubic metre	\$	450.00
	b) <u>Simcoe Street Crossings</u> : approximately <u>50</u> cubic metres at <u>\$45.00</u> per cubic metre	\$	2,250.00
Item 6)	Martin Crescent: provide all labour, material, and equipment to excavate, remove the existing 250mm diameter flow control pipe from the storm sewer to Pike Road Drain, including all patching, backfill, compaction, clean up, and restoration, complete. Lump Sum	\$	3,500.00
Item 7)	Auxiliary Covered Drain: supply and install 750mm diameter 320 kPa H.D.P.E. Boss 2000 smoothwall pipe, including 600mm diameter maintenance risers, tee connections, cast iron access grate covers, and bedding stone as detailed on the plans, including excavation, placement, backfill, compaction, clean up, and restoration, for approximately <u>480</u> lineal metres at <u>\$525.00</u> per metre, complete.	\$	252,000.00
Item 8)	Auxiliary Drain Swale and Tile: supply and install 100mm diameter perforated H.D.P.E. Big 'O' pipe, along the open portion of the Auxiliary Drain, tee connections to adjacent 750mm pipe, geotextile fabric and clear bedding stone as detailed on the plans, including excavation, placement, backfill, compaction, grading and shaping of swale, clean up, and restoration, for approximately <u>500</u> lineal metres at <u>\$65.00</u> per metre, complete.	\$	32,500.00
Item 9)	Outlet Junction Chamber (CH1): provide all labour, materials, and equipment to supply and install the 3.5mX2.4m precast concrete box chamber as shown on		

Report – Pike Road Drain Improvements 2022-01-26
& Auxiliary Drain (PWD-MD-2002-014)
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the plans with 450mm deep sump, including sloped top, top galvanized honeycomb grates, sidewall galvanized bar grate, connections, all excavating, bedding, backfill, compaction, clean up and restoration, complete.

Lump Sum \$ 26,500.00

- Item 10) **Cable Concrete Protection:** supply and install I.E.C.S. CC-45 block mats on 150mm thick compacted Granular ‘A’ on non-woven filter cloth, including all labour, equipment, and materials, excavation, placement, compaction, clean up, and restoration, complete:
- a) At Chamber CH1 spillway, approximately 20 square metres at \$375.00 per square metre \$ 7,500.00
 - b) At Auxiliary Drain outlet to 2nd Concession Road Drain South, approximately 84 square metres at \$375.00 per square metre \$ 31,500.00
- Item 11) **Armour Rock Retaining Walls:** provide all labour, material, and equipment to construct 600mm thick armour rock retaining walls for Chamber CH1 overflow spillway as detailed on the plans, including filter cloth backing, all excavations, placement, backfill, compaction, clean up, and restoration, approximately 20 blocks at \$225.00 each. \$ 4,500.00
- Item 12) **Maintenance Holes (MH):** supply and install 2400mm precast concrete structures including connections, cast iron frames and lids, risers, and all material, labour, and equipment for excavation, bedding, backfill, compaction, clean up, and restoration as shown on the plans:
- a) Pike Road Drain MH3 and MH4, 2 units at \$22,500.00 each \$ 45,000.00
 - b) Auxiliary Drain MH1, MH2 and MH5, 3 units at \$23,500.00 each \$ 70,500.00
- Item 13) **Pike Road Drain Pipe:** provide all labour, materials, and equipment to install reinforced 65D concrete pipe including excavation, bedding, backfill, compaction, and restoration:
- a) 730mmX1150mm HE IV RCP, approximately 27 lineal metres at \$1,675.00 per metre \$ 45,225.00
 - b) 825mm diameter 65D RCP with end cap (Stub for future Mulberry Court sewer), approximately 2 lineal metres at \$1,275.00 per metre \$ 2,550.00
- Item 14) **Auxiliary Drain Pipe:** provide all labour, materials, and equipment to install reinforced 65D concrete pipe and P.V.C. DR35 pipe, including excavation, bedding, backfill, compaction, and restoration:
- a) 730mmX1150mm HE IV RCP, in Simcoe Street south boulevard, approximately 83 lineal metres at \$1,700.00 per metre \$ 141,100.00

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b)	730mmX1150mm HE IV RCP, in Simcoe Street crossings, approximately <u>44</u> lineal metres at <u>\$1,785.00</u> per metre	\$	78,540.00
c)	1200mm diameter 65D RCP, approximately <u>75</u> lineal metres at <u>\$1,350.00</u> per metre	\$	10,250.00
d)	300mm diameter P.V.C. DR35 pipe, approximately <u>22</u> lineal metres at <u>\$200.00</u> per metre	\$	4,400.00
Item 15)	Pipe Support Beam: supply and install reinforced concrete support beam as detailed on the plans where the new Simcoe Street crossings pass over the sanitary sewer, including all labour, equipment, and materials for excavation, placement, backfill, compaction, and clean up:		
a)	Station 1+077 with lower 300mm diameter pipe in place Lump Sum	\$	1,000.00
b)	Station 1+161 without lower 300mm diameter pipe in place Lump Sum	\$	660.00
Item 16)	Martin Crescent Pipe: supply and install 750mm diameter reinforced concrete 65D pipe to connect the existing sewer to Pike Road Drain including excavation, disposal, bedding, connections, backfill, compaction, and restoration, complete Lump Sum	\$	10,600.00
Item 17)	Sump Pit Catch Basins: supply and install 600mm square catch basins as per Amherstburg Standard Drawing LG1, including connections, cast iron frame and grate, all equipment, labour, and materials for excavation, bedding, backfill, compaction, and restoration, approximately <u>5</u> units at <u>\$2,000.00</u> each	\$	10,000.00
Item 18)	Road Base: supply and install Granular ‘A’ road base at pipe installations, including all equipment, labour, material, and work to excavate, place, compact and prepare for asphalt, complete:		
a)	at Auxiliary Drain Municipal Number 549 Simcoe Street, approximately <u>42</u> tonnes at <u>\$37.00</u> per tonne	\$	1,554.00
b)	at Simcoe Street crossings, approximately <u>110</u> tonnes at <u>\$40.00</u> per tonne	\$	4,400.00
Item 19)	Hot Mix Asphalt: supply and install hot mix asphalt at road and driveway crossings to restore surfaces, including all equipment, labour, and materials to prepare for the works and complete same, with minimum of 2 compacted lifts with minimum thickness of 90mm or matching existing if thicker:		
a)	Auxiliary Drain at Municipal Number 549 Simcoe Street, approximately <u>15</u> tonnes of HL-4 or Superpave mix at <u>\$135.00</u> per tonne	\$	2,025.00
b)	Simcoe Street crossings, approximately <u>26</u> tonnes of HL-4 or Superpave mix at <u>\$135.00</u> per tonne	\$	3,510.00

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Item 20)	<u>Mobilization and Demobilization:</u>	Lump Sum	\$	5,000.00
Item 21)	<u>Traffic Control:</u> provide all labour, materials, and equipment, including traffic control plan, and coordination of any road closures and detours with all affected public services including the road authority, complete.	Lump Sum	\$	7,500.00
Item 22)	<u>Topsoil:</u> Provide all equipment, labour, and tools to place stockpiled topsoil to 150mm depth over drain work areas:			
	a) Auxiliary Drain Station 0+000 to Station 0+470, approximately <u>9,400</u> square metres at <u>\$7.00</u> per square metre		\$	65,800.00
	b) Auxiliary Drain Station 1+000 to Station 1+161, approximately <u>600</u> square metres at <u>\$7.00</u> per square metre		\$	4,200.00
	c) Pike Road Drain, approximately <u>100</u> square metres at <u>\$7.00</u> per square metre		\$	700.00
Item 23)	<u>Seed and Mulch:</u> supply and place grass seed and mulch including all equipment, labour, and materials to restore grassed areas disturbed by the drainage works:			
	a) Auxiliary Drain Station 0+000 to Station 0+470, approximately <u>9,400</u> square metres at <u>\$5.00</u> per square metre		\$	47,000.00
	b) Auxiliary Drain Station 1+000 to Station 1+161, approximately <u>600</u> square metres at <u>\$5.00</u> per square metre		\$	3,000.00
	c) Pike Road Drain, approximately <u>100</u> square metres at <u>\$5.00</u> per square metre		\$	500.00
Item 24)	<u>Brick Bulkhead:</u> provide all labour, material, and equipment to remove the brick bulkhead with 250mm diameter flow control from the existing 750mm diameter storm sewer at Bratt Drive, if present.	Lump Sum	\$	1,250.00
Item 25)	<u>Imported Topsoil:</u> Provide all equipment, labour, and tools to place imported topsoil to 150mm depth over drain work areas:			
	a) Auxiliary Drain Station 0+000 to Station 0+470, approximately <u>1,900</u> square metres at <u>\$15.00</u> per square metre		\$	28,500.00
	b) Auxiliary Drain Station 1+000 to Station 1+161, approximately <u>120</u> square metres at <u>\$15.00</u> per square metre		\$	1,800.00
	c) Pike Road Drain, approximately <u>20</u> square metres at <u>\$25.00</u> per square metre		\$	500.00

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Item 26)	Bedrock Removal: supply all equipment, materials, and labour to remove bedrock and allow for pipes to be installed to the design depths, including loading, hauling, and disposal, complete, approximately <u>10</u> cubic metres at <u>\$1,250.00</u> per cubic metre.	\$	12,500.00
Item 27)	Extra Excavation: supply all equipment, materials, and labour to remove unsuitable trench bottom material and replace with granular bedding and allow for pipes to be installed to the design depths, including loading, hauling, and disposal, complete, approximately <u>20</u> cubic metres at <u>\$150.00</u> per cubic metre.	\$	3,000.00
Item 28)	Lower Watermain: supply and install all pipe, fittings, and appurtenances to avoid conflict with the new drain crossings, including flushing, pressure testing, and disinfection as per the Town Water Department specifications, in coordination with their staff; excavation, loading, hauling, disposal, sand bedding, connections, backfill, compaction, and restoration, complete (excluding bedrock removal under Item 26):		
	a) Station 1+077	Lump Sum	\$ 6,500.00
	b) Station 1+161	Lump Sum	\$ 6,500.00
Item 29)	Final Cleanup and Restoration: provide all labour, materials, and equipment to finalize work on the sites, including handling of approximately 1,000 cu.m. of excess soils from Simcoe Road right-of-way that must be kept separated, loaded, and hauled to a disposal site as set out in the tender documents, complete.	Lump Sum	\$ 15,000.00
Item 30)	Contingency: allowance to cover unforeseen items during the construction of the drainage works.	Lump Sum	\$ 10,000.00
SUBTOTAL FOR CONSTRUCTION		\$	1,132,000.00
Estimated Net H.S.T. (1.76%) on Construction		\$	19,748.00
TOTAL ESTIMATE FOR CONSTRUCTION		\$	1,151,748.00

INCIDENTALS

1)	Report, Estimate, & Specifications	\$	37,000.00
2)	Survey, Assistants, Expenses, and Drawings	\$	43,000.00
3)	Duplication Cost of Report and Drawings	\$	3,500.00

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4) Estimated Cost of Letting Contract	\$	2,500.00
5) Estimated Cost of Checking Layout and Staking	\$	2,800.00
6) Estimated Cost of Full-Time Supervision and Inspection During Construction (based on 6 weeks duration)	\$	40,320.00
7) Biological Consulting Fees	\$	10,500.00
8) Excess Soil Consulting Fees	\$	15,200.00
9) Estimated Net H.S.T. on Items Above (1.76 %)	\$	2,725.00
10) Estimated Cost of E.R.C.A. Permit	\$	800.00
11) Estimated Excess Soil Fees for Construction	\$	1,800.00
12) Estimated Biological Fees for Construction	\$	500.00
13) Estimated Accrued Consultant Fees Pre 2016	\$	146,000.00
14) Contingency Allowance	\$	25,315.00
TOTAL ESTIMATE FOR INCIDENTALS		\$ 331,960.00
TOTAL FOR ALLOWANCES (brought forward)		\$ 86,292.00
TOTAL FOR CONSTRUCTION (brought forward)		\$ 1,151,748.00
TOTAL ESTIMATE		\$ 1,570,000.00

VIII. DRAWINGS AND SPECIFICATIONS

Also attached to this report and included in **Appendix “REI-D” and Appendix “REI-E”** are drawings which consist of plans showing the Pike Road Drain and Auxiliary Drain Outlet. They illustrate the watershed area, the location of the drains and proposed works, the roll numbers of the affected parcels, as well as the approximate limit of the watershed.

Also attached, we have prepared Specifications which set out the required construction details for the proposed drain repairs and improvements and construction of the new Auxiliary Outlet, which also include Standard Specifications labelled therein as **Appendix “REI-C”**.

IX. ASSESSMENT SCHEDULE AND MAINTENANCE WORKS

We have prepared a Schedule of Assessment to be utilized for assessing costs against the affected lands for the construction work and any future maintenance works conducted to the Pike Road

Drain and Auxiliary Drain outlet and same has been attached herein. The assessment proportions as outlined within the Schedule of Assessment have been established on the basis of the Shaw parcel identified as “Block B” being able to develop their lands, as shown by the Special Benefit assessment. The works allow the development to proceed without a separate S.W.M. pond requirement. Assessment to the lands in the watershed north of Simcoe Street is based on the overall enhancement to drainage for the lands and roads within the watershed with the 1:100 year capacity being provided, and all flows being treated with the proposed S.W.M. pond forming part of the 2nd Concession Road Drain South works for the development south of Simcoe Street. The Auxiliary Drain diverts flows southerly and westerly which enhances the available capacity in the downstream Pike Road Drain covered sections west of the proposed works, which benefits all the lands and roads that flow through the west portion of the system and the 2nd Concession Road Drain from Simcoe Street south to the open drain portion of the system. The drainage works and improvements being provided by the work under this report will minimize the risk of overland flows and flooding to those lands.

Prior to 2016 the Town accumulated consultant fees for initial investigations on options to address the drainage concerns for the area. The accumulated costs including interest are assessed to the Town as a one time Special Benefit charge in the assessment schedule as the works that were conducted at that time were not able to be utilized for the current proposed repair and improvement works to the drain. The Special Benefit assessment to the Town Water Department shall be based on the actual final tender price for lowering of the watermains and any incidental works carried out in liaison with the Water Department pursuant to Section 26 of the Drainage Act.

For the purposes of future maintenance on the entire Pike Road Drain and Auxiliary Drain outlet, all costs shall be levied against the lands and roads within the watershed in accordance with the attached Schedule of Assessment excluding any of the Special Benefit assessments that are one time only charges.

When future maintenance work is carried out on the upstream portions of the drains, the physical dimensions which control the extent of maintenance works on the Pike Road Drain shall be limited to the details set out in the April 28th, 1965 report by C.G.R. Armstrong, P.Eng. and the repairs and improvements to the drain included in this report. The maintenance works to the Pike Road Auxiliary Drain shall be in accordance with this drainage report. Any future maintenance costs to those drain portions shall be assessed in accordance with the most current schedule of assessment for each.

The actual cost of future maintenance work on the drains shall be assessed against the lands and roads in the same relative proportions as shown therein, subject to any future variations that may be made under the authority of the "Drainage Act R.S.O. 1990, Chapter D.17, as amended 2010". A block assessment has been provided for the lands being developed north of Pike Road Drain (County Road 18) for the Shaw Mulberry Court Development north of Simcoe Street shown as “Block B” so that costs assessed to those areas can be properly allocated by the Town to any new lots and parcels that are created with the development of the site.

X. GRANTS

On September 22nd, 2005, the Ontario Ministry of Agriculture, Food, and Rural Affairs (O.M.A.F.R.A.) issued Administrative Policies for the Agricultural Drainage Infrastructure Program (A.D.I.P.). This program has re-instated financial assistance for eligible costs and assessed lands pursuant to the Drainage Act. Sections 85 to 90 of the Drainage Act allow the Minister to provide

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grants for various activities under said Act. Sections 85 to 87 make it very clear that grants are provided at the discretion of the Minister. Based on the current A.D.I.P. Policies, "lands used for agricultural purposes" may be eligible for a grant in the amount of 1/3 of their total assessment. The new policies define "lands used for agricultural purposes" as those lands eligible for the "Farm Property Class Tax Rate". The Municipal Clerk has provided this information to the Engineer from the current property tax roll. Properties that meet the criteria for "lands used for agricultural purposes" are shown in the attached assessment schedule under the heading "5. PRIVATELY OWNED AGRICULTURAL LANDS (grantable)" and are expected to be eligible for the 1/3 grant from O.M.A.F.R.A. The grant information applies with respect to the cost of construction of the drain and for future maintenance in accordance with the current A.D.I.P. policies.

We recommend that an application be made by the Town of Amherstburg, on completion of the construction provided for under this report or for future maintenance work, to the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) in accordance with Section 88 of the "Drainage Act R.S.O. 1990, Chapter D.17, as amended 2010" for any grants that are available.

All of which is respectfully submitted,

ROOD ENGINEERING INC.



Gerard Rood, P.Eng.

tm
att.

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6



SCHEDULE OF ASSESSMENT
PIKE ROAD DRAIN IMPROVEMENTS
& AUXILIARY DRAIN
TOWN OF AMHERSTBURG
(PWD-MD-2002-014)

3. MUNICIPAL LANDS:

<u>Plan ID</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
	Simcoe Street		0.95	0.386	County of Essex	\$ 11,383.00	\$ 11,997.00	\$ -	\$ 23,380.00
	Fryer Street (2nd Con Road)		12.24	4.953	Town of Amherstburg	\$ 48,948.00	\$ -	\$ -	\$ 48,948.00
	Lowes Sideroad		4.68	1.895	Town of Amherstburg	\$ 18,728.00	\$ -	\$ -	\$ 18,728.00
	Riviera Drive		1.14	0.463	Town of Amherstburg	\$ 4,573.00	\$ -	\$ -	\$ 4,573.00
	Venetian Drive		2.06	0.833	Town of Amherstburg	\$ 8,231.00	\$ -	\$ -	\$ 8,231.00
	Holiday Court		0.54	0.219	Town of Amherstburg	\$ 2,167.00	\$ -	\$ -	\$ 2,167.00
	Riviera Place		0.52	0.210	Town of Amherstburg	\$ 2,075.00	\$ -	\$ -	\$ 2,075.00
	Boardwalk Avenue		2.25	0.909	Town of Amherstburg	\$ 8,986.00	\$ -	\$ -	\$ 8,986.00
	Spring Court		0.55	0.221	Town of Amherstburg	\$ 2,187.00	\$ -	\$ -	\$ 2,187.00
	Amlin Street		0.72	0.290	Town of Amherstburg	\$ 2,863.00	\$ -	\$ -	\$ 2,863.00
	St. James Court		1.69	0.684	Town of Amherstburg	\$ 6,760.00	\$ -	\$ -	\$ 6,760.00
	Richmond Street		2.04	0.825	Town of Amherstburg	\$ 8,151.00	\$ -	\$ -	\$ 8,151.00
	Ventnor Avenue		2.62	1.060	Town of Amherstburg	\$ 10,477.00	\$ -	\$ -	\$ 10,477.00
	Baltic Avenue		1.56	0.630	Town of Amherstburg	\$ 6,223.00	\$ -	\$ -	\$ 6,223.00
	St. Charles Place		1.24	0.503	Town of Amherstburg	\$ 4,970.00	\$ -	\$ -	\$ 4,970.00
	Gibb Street		0.81	0.326	Town of Amherstburg	\$ 3,221.00	\$ -	\$ -	\$ 3,221.00
	Sullivan Street		0.65	0.262	Town of Amherstburg	\$ 2,585.00	\$ -	\$ -	\$ 2,585.00
	Heaton Street		1.38	0.559	Town of Amherstburg	\$ 5,527.00	\$ -	\$ -	\$ 5,527.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
	Atlantic Court		0.32	0.131	Town of Amherstburg	\$ 1,292.00	\$ -	\$ -	\$ 1,292.00
	Atlantic Avenue		0.86	0.346	Town of Amherstburg	\$ 3,420.00	\$ -	\$ -	\$ 3,420.00
	Pacific Avenue		2.92	1.183	Town of Amherstburg	\$ 11,690.00	\$ -	\$ -	\$ 11,690.00
	Mediterranean Avenue		1.01	0.410	Town of Amherstburg	\$ 12,107.00	\$ 12,683.00	\$ -	\$ 24,790.00
	Mulberry Court		1.87	0.756	Town of Amherstburg	\$ 22,297.00	\$ 23,357.00	\$ -	\$ 45,654.00
	Martin Crescent		1.47	0.595	Town of Amherstburg	\$ 17,567.00	\$ 18,402.00	\$ -	\$ 35,969.00
	Bratt Drive		1.91	0.773	Town of Amherstburg	\$ 22,789.00	\$ 23,873.00	\$ -	\$ 46,662.00
	Hainer Court		0.44	0.179	Town of Amherstburg	\$ 5,282.00	\$ 5,533.00	\$ -	\$ 10,815.00
	Hart Street		0.55	0.221	Town of Amherstburg	\$ 6,528.00	\$ 6,839.00	\$ -	\$ 13,367.00
	H. Murray Smith Centennial Park		3.00	1.214	Town of Amherstburg	\$ 5,910.00	\$ -	\$ -	\$ 5,910.00
	County Road 18 (Simcoe St.)		6.41	2.595	County of Essex	\$ 76,558.00	\$ 80,199.00	\$ -	\$ 156,757.00
	Consultant Expenditures pre 2016				Town of Amherstburg	\$ -	\$ -	\$ 146,000.00	\$ 146,000.00
	Water Department				Town of Amherstburg	\$ -	\$ -	\$ 13,000.00	\$ 13,000.00
Total on Municipal Lands.....						\$ 343,495.00	\$ 182,883.00	\$ 159,000.00	\$ 685,378.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B1	2	Pt. Lot 22	0.42	0.168	Larry Bertrand	\$ 818.00	\$ -	\$ -	\$ 818.00
B2	2	Pt. Lot 22	0.35	0.142	Larry & Diana Bertrand	\$ 689.00	\$ -	\$ -	\$ 689.00
B3	2	Pt. Lot 22	0.32	0.129	Graeme Hulse	\$ 626.00	\$ -	\$ -	\$ 626.00
A1	2	Pt. Lot 22	2.11	0.854	Catholiques Providence Conseil Scolaire	\$ 2,141.00	\$ -	\$ -	\$ 2,141.00
A2	2	Pt. Lot 22	4.88	1.975	Catholiques Providence Conseil Scolaire	\$ 9,613.00	\$ -	\$ -	\$ 9,613.00
B4	2	Pt. Lot 22	0.32	0.129	Mark Weber	\$ 627.00	\$ -	\$ -	\$ 627.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B5	2	Pt. Lot 22	0.32	0.129	Breeyn Wharram	\$ 628.00	\$ -	\$ -	\$ 628.00
B6	2	Pt. Lot 22	0.32	0.129	Robin & Karen Charron	\$ 629.00	\$ -	\$ -	\$ 629.00
B7	2	Pt. Lot 22	0.30	0.121	Randy & Joanne Deneau	\$ 591.00	\$ -	\$ -	\$ 591.00
B8	2	Pt. Lot 22	0.33	0.135	James Fox & Charlene Seguin	\$ 657.00	\$ -	\$ -	\$ 657.00
B9	2	Pt. Lot 22	0.32	0.129	Jacqueline & Robert Labute	\$ 627.00	\$ -	\$ -	\$ 627.00
B10	2	Pt. Lot 22	0.27	0.107	Mitchell & Catherine Temesy	\$ 523.00	\$ -	\$ -	\$ 523.00
B11	2	Pt. Lot 22	0.26	0.107	Harry & Deborah Crowder	\$ 521.00	\$ -	\$ -	\$ 521.00
B12	2	Pt. Lot 22	0.51	0.205	Carl Russelo	\$ 999.00	\$ -	\$ -	\$ 999.00
B13	2	Pt. Lot 22	0.91	0.369	Robert Rainey & Gerry Hennin	\$ 1,797.00	\$ -	\$ -	\$ 1,797.00
B14	2	Pt. Lot 22	0.51	0.206	Rocksedge Developments Inc.	\$ 1,005.00	\$ -	\$ -	\$ 1,005.00
B15	2	Pt. Lot 22	0.85	0.344	James & Kelly Lacey	\$ 1,674.00	\$ -	\$ -	\$ 1,674.00
B16	2	Pt. Lot 22	1.28	0.518	Deborah Kopacz	\$ 2,521.00	\$ -	\$ -	\$ 2,521.00
B17	2	Pt. Lot 22	0.32	0.129	Michael St.Onge	\$ 627.00	\$ -	\$ -	\$ 627.00
B18	2	Pt. Lot 22	0.32	0.129	Katie Lewis & Mitchell Finlay	\$ 627.00	\$ -	\$ -	\$ 627.00
B19	2	Pt. Lot 22	0.32	0.128	Justin Hills	\$ 622.00	\$ -	\$ -	\$ 622.00
B20	2	Pt. Lot 22	1.31	0.530	County of Essex	\$ 7,819.00	\$ 7,536.00	\$ -	\$ 15,355.00
B21	2	Pt. Lot 22	0.69	0.279	Robert & Divina Price	\$ 1,359.00	\$ 1,726.00	\$ -	\$ 3,085.00
B22	2	Pt. Lot 22	0.69	0.278	Marion & Duncan Smith	\$ 1,354.00	\$ 2,407.00	\$ -	\$ 3,761.00
B23	2	Pt. Lot 22	1.20	0.487	Duncan & Marion Smith	\$ 2,370.00	\$ 2,407.00	\$ -	\$ 4,777.00
B24	2	Pt. Lot 22	0.45	0.181	Marion & Duncan Smith	\$ 880.00	\$ 1,787.00	\$ -	\$ 2,667.00
B25	2	Pt. Lot 23	0.32	0.128	Adam Craig & Jennifer Root	\$ 622.00	\$ -	\$ -	\$ 622.00
B26	2	Pt. Lot 23	0.43	0.173	Kam Tang & Cindy Wong	\$ 843.00	\$ -	\$ -	\$ 843.00
B27	2	Pt. Lot 23	0.38	0.156	Aldo & Antoinetta Iannucci	\$ 758.00	\$ -	\$ -	\$ 758.00
B28	2	Pt. Lot 23	0.13	0.054	Ryan Nespolon & Sonja Mercier	\$ 263.00	\$ -	\$ -	\$ 263.00
B29	2	Pt. Lot 23	0.13	0.054	Michael Laporte & Elyssa Kurylo	\$ 263.00	\$ -	\$ -	\$ 263.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B30	2	Pt. Lot 23	0.13	0.054	David & Jeanne Oliver	\$ 263.00	\$ -	\$ -	\$ 263.00
B31	2	Pt. Lot 23	0.13	0.054	Michelle Hadrian	\$ 264.00	\$ -	\$ -	\$ 264.00
B32	2	Pt. Lot 23	0.13	0.054	Robert Bondy	\$ 263.00	\$ -	\$ -	\$ 263.00
B33	2	Pt. Lot 23	0.13	0.054	James Bryant	\$ 263.00	\$ -	\$ -	\$ 263.00
B34	2	Pt. Lot 23	0.13	0.054	Robertson Brown	\$ 263.00	\$ -	\$ -	\$ 263.00
B35	2	Pt. Lot 23	0.14	0.055	Samantha Conway & Christopher Dinunzio	\$ 267.00	\$ -	\$ -	\$ 267.00
B36	2	Pt. Lot 23	0.13	0.054	Donna Bellefleur	\$ 265.00	\$ -	\$ -	\$ 265.00
B37	2	Pt. Lot 23	0.13	0.054	Kristina Card	\$ 263.00	\$ -	\$ -	\$ 263.00
B38	2	Pt. Lot 23	0.18	0.072	Edward Root	\$ 352.00	\$ -	\$ -	\$ 352.00
B39	2	Pt. Lot 23	0.14	0.058	Antonietta & Donald Durham	\$ 282.00	\$ -	\$ -	\$ 282.00
B40	2	Pt. Lot 23	0.14	0.058	Ajit & Sarah Saxena	\$ 281.00	\$ -	\$ -	\$ 281.00
B41	2	Pt. Lot 23	0.14	0.057	Helen & Justin West	\$ 279.00	\$ -	\$ -	\$ 279.00
B42	2	Pt. Lot 23	0.17	0.068	Paul & Brenda Beneteau	\$ 333.00	\$ -	\$ -	\$ 333.00
B43	2	Pt. Lot 23	0.15	0.060	Robert & Cheryl Damphouse	\$ 293.00	\$ -	\$ -	\$ 293.00
B44	2	Pt. Lot 23	0.13	0.054	Richard & Karen Regier	\$ 265.00	\$ -	\$ -	\$ 265.00
B45	2	Pt. Lot 23	0.13	0.054	Leslie & Barbara Bosch	\$ 265.00	\$ -	\$ -	\$ 265.00
B46	2	Pt. Lot 23	0.17	0.070	Anna D'Alimonte	\$ 341.00	\$ -	\$ -	\$ 341.00
B47	2	Pt. Lot 23	0.18	0.071	Herman & Elizabeth VanderHeyden	\$ 348.00	\$ -	\$ -	\$ 348.00
B48	2	Pt. Lot 23	0.18	0.072	Kevin & Veronique Peladeau	\$ 349.00	\$ -	\$ -	\$ 349.00
B49	2	Pt. Lot 23	0.14	0.056	Amanda & Joseph Goodrich	\$ 273.00	\$ -	\$ -	\$ 273.00
B50	2	Pt. Lot 23	0.14	0.055	Teresa Handscomb	\$ 270.00	\$ -	\$ -	\$ 270.00
B51	2	Pt. Lot 23	0.13	0.054	Dave & Karen Deheer	\$ 265.00	\$ -	\$ -	\$ 265.00
B52	2	Pt. Lot 23	0.13	0.054	Linda Temesy	\$ 264.00	\$ -	\$ -	\$ 264.00
B53	2	Pt. Lot 23	0.14	0.055	Michele & Kenneth Walker	\$ 270.00	\$ -	\$ -	\$ 270.00
B54	2	Pt. Lot 23	0.14	0.056	Tanya & Megan Desjardins	\$ 273.00	\$ -	\$ -	\$ 273.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B55	2	Pt. Lot 23	0.17	0.067	Daniel & Mary Morency	\$ 327.00	\$ -	\$ -	\$ 327.00
B56	2	Pt. Lot 23	0.15	0.062	Nicholas & Maria Menna	\$ 300.00	\$ -	\$ -	\$ 300.00
B57	2	Pt. Lot 23	0.15	0.062	Dale & Mary Iler	\$ 300.00	\$ -	\$ -	\$ 300.00
B58	2	Pt. Lot 23	0.25	0.100	Claudio & Anna Mancini	\$ 488.00	\$ -	\$ -	\$ 488.00
B59	2	Pt. Lot 23	0.23	0.091	Michael Bondy	\$ 443.00	\$ -	\$ -	\$ 443.00
B60	2	Pt. Lot 23	0.20	0.083	Ralph & Grace Barnwell	\$ 403.00	\$ -	\$ -	\$ 403.00
B61	2	Pt. Lot 23	0.14	0.058	Michael & Paula Paquette	\$ 283.00	\$ -	\$ -	\$ 283.00
B62	2	Pt. Lot 23	0.14	0.055	Micahel Deneau	\$ 269.00	\$ -	\$ -	\$ 269.00
B63	2	Pt. Lot 23	0.14	0.055	Christopher Fabian	\$ 269.00	\$ -	\$ -	\$ 269.00
B64	2	Pt. Lot 23	0.14	0.055	Kaitlynn Scott & Cailen Winmill	\$ 269.00	\$ -	\$ -	\$ 269.00
B65	2	Pt. Lot 23	0.14	0.055	Gino & Franca Mastronardi	\$ 269.00	\$ -	\$ -	\$ 269.00
B66	2	Pt. Lot 23	0.14	0.055	Roger Baylis & Elisha Strong	\$ 269.00	\$ -	\$ -	\$ 269.00
B67	2	Pt. Lot 23	0.14	0.055	Paul Brennan & Julie LaLiberte	\$ 269.00	\$ -	\$ -	\$ 269.00
B68	2	Pt. Lot 23	0.13	0.055	Daniel & Katie Foster	\$ 266.00	\$ -	\$ -	\$ 266.00
B69	2	Pt. Lot 23	0.17	0.070	Karl Clifford	\$ 340.00	\$ -	\$ -	\$ 340.00
B70	2	Pt. Lot 23	0.49	0.197	Gwladys & Mary Brush	\$ 958.00	\$ -	\$ -	\$ 958.00
B71	2	Pt. Lot 23	0.36	0.147	James & Sherrie Hickey	\$ 718.00	\$ -	\$ -	\$ 718.00
B72	2	Pt. Lot 23	0.36	0.147	Raffaele & Denise Orsi	\$ 718.00	\$ -	\$ -	\$ 718.00
B73	2	Pt. Lot 23	0.36	0.147	Marilyn & Alvin Deneau	\$ 718.00	\$ -	\$ -	\$ 718.00
B74	2	Pt. Lot 23	0.36	0.147	Michael Scipione	\$ 718.00	\$ -	\$ -	\$ 718.00
B75	2	Pt. Lot 23	0.36	0.147	Ermenegildo & Phyllis D'Amore	\$ 718.00	\$ -	\$ -	\$ 718.00
B76	2	Pt. Lot 23	0.82	0.331	Jodi McLean	\$ 1,611.00	\$ -	\$ -	\$ 1,611.00
B77	2	Pt. Lot 23	0.24	0.098	David Fletcher & Karen Booker	\$ 479.00	\$ -	\$ -	\$ 479.00
B78	2	Pt. Lot 23	0.24	0.099	Todd & Shirley Goodchild	\$ 481.00	\$ -	\$ -	\$ 481.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Aff't'd	Hectares Aff't'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B79	2	Pt. Lot 23	0.24	0.099	Denis Arsensult & Iris Carberry	\$ 481.00	\$ -	\$ -	\$ 481.00
B80	2	Pt. Lot 23	0.24	0.098	Ernest & Kimberly Meloche	\$ 478.00	\$ -	\$ -	\$ 478.00
B81	2	Pt. Lot 23	0.34	0.139	Jason Wells & Michaela Leckonby	\$ 678.00	\$ -	\$ -	\$ 678.00
B82	2	Pt. Lot 23	0.45	0.180	Antonio D'Ascanio	\$ 877.00	\$ -	\$ -	\$ 877.00
B83	2	Pt. Lot 23	0.18	0.074	Chelsie Duffy	\$ 362.00	\$ -	\$ -	\$ 362.00
B84	2	Pt. Lot 23	0.49	0.198	Gerald & Sandra Bronstein	\$ 965.00	\$ -	\$ -	\$ 965.00
B85	2	Pt. Lot 23	0.68	0.277	Douglas & Maureen Hunt	\$ 1,349.00	\$ -	\$ -	\$ 1,349.00
B86	2	Pt. Lot 23	0.44	0.177	John Fleming & Marion Lee	\$ 861.00	\$ -	\$ -	\$ 861.00
B87	2	Pt. Lot 23	1.29	0.522	Anitar Inc.	\$ 2,541.00	\$ -	\$ -	\$ 2,541.00
B88	2	Pt. Lot 23	0.64	0.259	1741059 Ontario Limited	\$ 1,259.00	\$ -	\$ -	\$ 1,259.00
B89	2	Pt. Lot 23	0.96	0.388	1741059 Ontario Limited	\$ 1,886.00	\$ -	\$ -	\$ 1,886.00
B90	2	Pt. Lot 23	0.49	0.198	Richard W. Deslippe	\$ 965.00	\$ -	\$ -	\$ 965.00
B91	2	Pt. Lot 23	1.32	0.535	Kirk & Eleanore Carey	\$ 2,603.00	\$ -	\$ -	\$ 2,603.00
B92	2	Pt. Lot 23	0.27	0.109	Jonathan Curtis	\$ 532.00	\$ -	\$ -	\$ 532.00
B93	2	Pt. Lot 23	0.13	0.052	James & Michelle Masters	\$ 254.00	\$ -	\$ -	\$ 254.00
B94	2	Pt. Lot 23	0.19	0.078	Brandon & Megan Gourley	\$ 381.00	\$ -	\$ -	\$ 381.00
B95	2	Pt. Lot 23	0.18	0.075	Lucio & Antonio Salvati	\$ 364.00	\$ -	\$ -	\$ 364.00
B96	2	Pt. Lot 23	0.19	0.077	Paul & Teresa Riggi	\$ 377.00	\$ -	\$ -	\$ 377.00
B97	2	Pt. Lot 23	0.20	0.080	Leo & Diane Dufour	\$ 387.00	\$ -	\$ -	\$ 387.00
B98	2	Pt. Lot 23	0.20	0.080	Alexander & Shelley White	\$ 387.00	\$ -	\$ -	\$ 387.00
B99	2	Pt. Lot 23	0.33	0.134	William & Yvette Meloche	\$ 653.00	\$ -	\$ -	\$ 653.00
B100	2	Pt. Lot 23	0.16	0.064	Domenico & Maria Vespa	\$ 309.00	\$ -	\$ -	\$ 309.00
B101	2	Pt. Lot 23	0.17	0.067	Annamaria Baker	\$ 327.00	\$ -	\$ -	\$ 327.00
B102	2	Pt. Lot 23	0.15	0.062	Ryan & Monique Liebrock	\$ 302.00	\$ -	\$ -	\$ 302.00
B103	2	Pt. Lot 23	0.27	0.109	John & Melissa Tregaskiss	\$ 530.00	\$ -	\$ -	\$ 530.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B104	2	Pt. Lot 23	0.23	0.091	David & Mina Swan	\$ 443.00	\$ -	\$ -	\$ 443.00
B105	2	Pt. Lot 23	0.23	0.091	Trevor & Samantha Kennedy	\$ 444.00	\$ -	\$ -	\$ 444.00
B106	2	Pt. Lot 23	0.19	0.076	Jennifer Thorne	\$ 371.00	\$ -	\$ -	\$ 371.00
B107	2	Pt. Lot 23	0.15	0.062	Dennis & Melissa Weaver	\$ 302.00	\$ -	\$ -	\$ 302.00
B108	2	Pt. Lot 23	0.17	0.067	Shane & Jennifer McVitty	\$ 327.00	\$ -	\$ -	\$ 327.00
B109	2	Pt. Lot 23	0.16	0.064	Gerald & Phyllis Goggin	\$ 309.00	\$ -	\$ -	\$ 309.00
B110	2	Pt. Lot 23	0.16	0.064	Caroline White	\$ 313.00	\$ -	\$ -	\$ 313.00
B111	2	Pt. Lot 23	0.16	0.065	Morgan Ouimette & Trina Ciphery	\$ 318.00	\$ -	\$ -	\$ 318.00
B112	2	Pt. Lot 23	0.16	0.064	Kurt Huard	\$ 311.00	\$ -	\$ -	\$ 311.00
B113	2	Pt. Lot 23	0.13	0.054	Joseph & Terezia Nagy	\$ 265.00	\$ -	\$ -	\$ 265.00
B114	2	Pt. Lot 23	0.20	0.083	John & Mary Holzel	\$ 403.00	\$ -	\$ -	\$ 403.00
B115	2	Pt. Lot 23	0.24	0.098	Jeramie & Tiffany Cote	\$ 479.00	\$ -	\$ -	\$ 479.00
B116	2	Pt. Lot 23	0.14	0.055	Richard & Tammy Allen	\$ 268.00	\$ -	\$ -	\$ 268.00
B117	2	Pt. Lot 23	0.29	0.119	Mario & Concetta D'Alimonte	\$ 581.00	\$ -	\$ -	\$ 581.00
B118	2	Pt. Lot 23	0.29	0.119	Denis & Jennifer Mallet	\$ 577.00	\$ -	\$ -	\$ 577.00
B119	2	Pt. Lot 23	0.23	0.095	John & Mary Stuart	\$ 462.00	\$ -	\$ -	\$ 462.00
B120	2	Pt. Lot 23	0.21	0.085	Irene & Leonard Pigeon	\$ 415.00	\$ -	\$ -	\$ 415.00
B121	2	Pt. Lot 23	0.23	0.093	Aaron Mulder & Connie-Fay Girard	\$ 453.00	\$ -	\$ -	\$ 453.00
B122	2	Pt. Lot 23	0.21	0.087	Theresa Fox	\$ 421.00	\$ -	\$ -	\$ 421.00
B123	2	Pt. Lot 23	0.23	0.095	Kirstin Cote	\$ 462.00	\$ -	\$ -	\$ 462.00
B124	2	Pt. Lot 23	0.21	0.087	Sean & Marcia Cota	\$ 423.00	\$ -	\$ -	\$ 423.00
B125	2	Pt. Lot 23	0.23	0.094	Ryan Nantais	\$ 459.00	\$ -	\$ -	\$ 459.00
B126	2	Pt. Lot 23	0.14	0.056	Ian & Laurie Hui	\$ 271.00	\$ -	\$ -	\$ 271.00
B127	2	Pt. Lot 23	0.13	0.051	Leslie Blais	\$ 246.00	\$ -	\$ -	\$ 246.00
B128	2	Pt. Lot 23	0.14	0.056	Geoffrey & Donna Hibbert	\$ 271.00	\$ -	\$ -	\$ 271.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B129	2	Pt. Lot 23	0.14	0.056	Leo Desbiens	\$ 271.00	\$ -	\$ -	\$ 271.00
B130	2	Pt. Lot 23	0.13	0.051	Tammy Marancie	\$ 246.00	\$ -	\$ -	\$ 246.00
B131	2	Pt. Lot 23	0.14	0.056	Matthew Erickson & Yvette Evans	\$ 271.00	\$ -	\$ -	\$ 271.00
B132	2	Pt. Lot 23	0.15	0.062	Ryan & Melanie D'Alimonte	\$ 300.00	\$ -	\$ -	\$ 300.00
B133	2	Pt. Lot 23	0.20	0.081	Sarah & Keith Shaw	\$ 394.00	\$ -	\$ -	\$ 394.00
B134	2	Pt. Lot 23	0.16	0.066	Judith Spadafora	\$ 320.00	\$ -	\$ -	\$ 320.00
B135	2	Pt. Lot 23	0.16	0.066	Kerry & Amberley Foote	\$ 320.00	\$ -	\$ -	\$ 320.00
B136	2	Pt. Lot 23	0.16	0.066	George & Salvina Pearson	\$ 320.00	\$ -	\$ -	\$ 320.00
B137	2	Pt. Lot 23	0.16	0.066	Patrick & Pauline Greenwood	\$ 320.00	\$ -	\$ -	\$ 320.00
B138	2	Pt. Lot 23	0.16	0.065	Sandra Ashton	\$ 318.00	\$ -	\$ -	\$ 318.00
B139	2	Pt. Lot 23	0.40	0.163	Andrew & Debra Groen	\$ 792.00	\$ -	\$ -	\$ 792.00
B140	2	Pt. Lot 23	0.32	0.128	Jerry Chadwick	\$ 624.00	\$ -	\$ -	\$ 624.00
B141	2	Pt. Lot 23	0.34	0.139	John France	\$ 677.00	\$ -	\$ -	\$ 677.00
B142	2	Pt. Lot 23	0.34	0.139	Allan Kinsey & Stacy Markham	\$ 678.00	\$ -	\$ -	\$ 678.00
B143	2	Pt. Lot 23	0.34	0.140	Allan Patterson	\$ 679.00	\$ -	\$ -	\$ 679.00
B144	2	Pt. Lot 23	0.35	0.140	Theodore Girard & Jessica Spencer	\$ 681.00	\$ -	\$ -	\$ 681.00
B145	2	Pt. Lot 23	0.35	0.140	John & Joanne Guitar	\$ 682.00	\$ -	\$ -	\$ 682.00
B146	2	Pt. Lot 23	0.35	0.140	Mark & Penny Yablonsky	\$ 683.00	\$ -	\$ -	\$ 683.00
B147	2	Pt. Lot 23	0.35	0.141	Jennifer Grant & Nathan Buckwell	\$ 685.00	\$ -	\$ -	\$ 685.00
B148	2	Pt. Lot 23	0.35	0.142	Gary & Darlene Burns	\$ 692.00	\$ -	\$ -	\$ 692.00
B149	2	Pt. Lot 23	0.36	0.145	Henry & Maureen Abson	\$ 704.00	\$ -	\$ -	\$ 704.00
B150	2	Pt. Lot 23	0.18	0.072	Lewis Atherley	\$ 349.00	\$ -	\$ -	\$ 349.00
B151	2	Pt. Lot 23	0.24	0.098	John & Margaret Dufour	\$ 1,439.00	\$ 2,291.00	\$ -	\$ 3,730.00
B152	2	Pt. Lot 23	0.41	0.164	Isabelle & James Bastien	\$ 2,426.00	\$ 3,354.00	\$ -	\$ 5,780.00
B153	2	Pt. Lot 23	0.37	0.149	Timothy & Violet Lauriault	\$ 2,195.00	\$ 3,128.00	\$ -	\$ 5,323.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B154	2	Pt. Lot 23	0.49	0.199	Michael Holden & Kelly Hunt	\$ 2,942.00	\$ 3,822.00	\$ -	\$ 6,764.00
B155	2	Pt. Lot 23	0.66	0.267	Timothy & Janet Beaulieu	\$ 3,946.00	\$ 4,629.00	\$ -	\$ 8,575.00
B156	2	Pt. Lot 23	0.63	0.256	Block B	\$ 3,770.00	\$ 6,003.00	\$ -	\$ 9,773.00
B157	2	Pt. Lot 23	4.76	1.925	Block B	\$ 28,393.00	\$ 45,211.00	\$ 130,351.00	\$ 203,955.00
B158	2	Pt. Lot 23	3.04	1.231	Block B	\$ 18,157.00	\$ 28,911.00	\$ -	\$ 47,068.00
B159	2	Pt. Lot 23	0.67	0.269	Julia Bonenfant	\$ 3,974.00	\$ 4,663.00	\$ -	\$ 8,637.00
B160	2	Pt. Lot 23	0.44	0.178	Istvan & Sheanna Zambo	\$ 2,619.00	\$ 3,512.00	\$ -	\$ 6,131.00
B161	2	Pt. Lot 23	0.25	0.103	Manuel & Maria Cacilhas	\$ 1,515.00	\$ 2,412.00	\$ -	\$ 3,927.00
B162	2	Pt. Lot 23	0.25	0.103	Scott & Jamie Hodgins	\$ 1,515.00	\$ 2,412.00	\$ -	\$ 3,927.00
B163	2	Pt. Lot 23	0.25	0.102	Todd & Rachel Morin	\$ 1,509.00	\$ 2,403.00	\$ -	\$ 3,912.00
B164	2	Pt. Lot 23	0.25	0.100	Jenny Labrada Perez	\$ 1,475.00	\$ 2,348.00	\$ -	\$ 3,823.00
B165	2	Pt. Lot 23	0.24	0.096	George Bondy	\$ 1,417.00	\$ 2,256.00	\$ -	\$ 3,673.00
B166	2	Pt. Lot 23	0.23	0.092	Maria Dibartolomeo	\$ 1,361.00	\$ 2,223.00	\$ -	\$ 3,584.00
B167	2	Pt. Lot 23	0.22	0.090	David & Karen Tales	\$ 1,329.00	\$ 2,172.00	\$ -	\$ 3,501.00
B168	2	Pt. Lot 23	0.24	0.099	Jeremy & Jessica D'Alimonte	\$ 1,454.00	\$ 2,315.00	\$ -	\$ 3,769.00
B169	2	Pt. Lot 23	0.27	0.108	Ziad & Jennifer Fatallah	\$ 1,588.00	\$ 2,462.00	\$ -	\$ 4,050.00
B170	2	Pt. Lot 23	0.24	0.099	Stephen Deschamps & Bridget Eveleigh	\$ 1,454.00	\$ 2,315.00	\$ -	\$ 3,769.00
B171	2	Pt. Lot 23	0.22	0.090	Andrew Cormier & Gillian Heisz	\$ 1,323.00	\$ 2,162.00	\$ -	\$ 3,485.00
B172	2	Pt. Lot 23	0.22	0.089	Kimberly Wright	\$ 1,314.00	\$ 2,147.00	\$ -	\$ 3,461.00
B173	2	Pt. Lot 23	0.19	0.077	Community Living Essex County	\$ 1,142.00	\$ 1,963.00	\$ -	\$ 3,105.00
B174	2	Pt. Lot 23	0.21	0.083	Michael & Tara-Lynn McDowell	\$ 1,228.00	\$ 2,058.00	\$ -	\$ 3,286.00
B175	2	Pt. Lot 23	0.19	0.078	Antonino Marano	\$ 1,149.00	\$ 1,974.00	\$ -	\$ 3,123.00
B176	2	Pt. Lot 23	0.19	0.078	Tho Nguyen	\$ 1,149.00	\$ 1,975.00	\$ -	\$ 3,124.00
B177	2	Pt. Lot 23	0.22	0.089	Gwenyth Hartleb & Stephanie Smith	\$ 1,315.00	\$ 2,149.00	\$ -	\$ 3,464.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B178	2	Pt. Lot 23	0.22	0.090	Timothy & Stacey Vigneux	\$ 1,321.00	\$ 2,159.00	\$ -	\$ 3,480.00
B179	2	Pt. Lot 23	0.24	0.098	Kyle & Jodi-Lynn Ouellette	\$ 1,452.00	\$ 2,312.00	\$ -	\$ 3,764.00
B180	2	Pt. Lot 23	0.28	0.111	David Harris	\$ 1,645.00	\$ 2,481.00	\$ -	\$ 4,126.00
B181	2	Pt. Lot 23	0.22	0.090	Lydia & James Ouellette	\$ 1,321.00	\$ 2,159.00	\$ -	\$ 3,480.00
B182	2	Pt. Lot 23	0.22	0.089	Alan & Laura Piper	\$ 1,315.00	\$ 2,149.00	\$ -	\$ 3,464.00
B183	2	Pt. Lot 23	0.21	0.087	Jie Zheng & Lin Yang	\$ 1,281.00	\$ 2,147.00	\$ -	\$ 3,428.00
B184	2	Pt. Lot 23	0.20	0.083	Corey & Nicole Homick	\$ 1,223.00	\$ 2,050.00	\$ -	\$ 3,273.00
B185	2	Pt. Lot 23	0.20	0.079	Timothy & Marcelle O'Reilly	\$ 1,167.00	\$ 1,955.00	\$ -	\$ 3,122.00
B186	2	Pt. Lot 23	0.19	0.077	Mahmoud Brouri & Kathleen Bezaire	\$ 1,135.00	\$ 1,950.00	\$ -	\$ 3,085.00
B187	2	Pt. Lot 23	0.19	0.078	Jeffrey & Darlene Kopacz	\$ 1,148.00	\$ 1,972.00	\$ -	\$ 3,120.00
B188	2	Pt. Lot 23	0.02	0.007	1233804 Ontario Limited	\$ 110.00	\$ 231.00	\$ -	\$ 341.00
B189	2	Pt. Lot 23	1.02	0.411	Mikalynn & Michael Parlette	\$ 6,060.00	\$ 6,349.00	\$ -	\$ 12,409.00
B190	2	Pt. Lot 23	0.46	0.186	Kenneth Jones & Sandra Peever	\$ 2,740.00	\$ 3,674.00	\$ -	\$ 6,414.00
B191	2	Pt. Lot 23	0.42	0.170	Ronald Triolet	\$ 2,507.00	\$ 2,836.00	\$ -	\$ 5,343.00
B192	2	Pt. Lot 23	0.18	0.073	Marianne Ferenczy & Paula Demeter	\$ 1,083.00	\$ 1,906.00	\$ -	\$ 2,989.00
B193	2	Pt. Lot 23	0.18	0.073	Anna Leardi	\$ 1,083.00	\$ 1,906.00	\$ -	\$ 2,989.00
B194	2	Pt. Lot 23	0.18	0.073	Brett Bezaire & Amanda Deslippe	\$ 1,083.00	\$ 1,905.00	\$ -	\$ 2,988.00
B195	2	Pt. Lot 23	0.18	0.073	Sarah Sinasac & Nathan French	\$ 1,083.00	\$ 1,906.00	\$ -	\$ 2,989.00
B196	2	Pt. Lot 23	0.14	0.057	Michael Fines & Melisa Mulcaster	\$ 844.00	\$ 1,626.00	\$ -	\$ 2,470.00
B197	2	Pt. Lot 23	0.14	0.057	Carlie & Lindsay Mower	\$ 844.00	\$ 1,627.00	\$ -	\$ 2,471.00
B198	2	Pt. Lot 23	0.20	0.083	Leonardo & Nancy Caro	\$ 1,219.00	\$ 2,043.00	\$ -	\$ 3,262.00
B199	2	Pt. Lot 23	0.20	0.083	Essex County Association For Community Living	\$ 1,219.00	\$ 2,044.00	\$ -	\$ 3,263.00
B200	2	Pt. Lot 23	0.12	0.050	Clifford & Marietta Ferriss	\$ 735.00	\$ 1,478.00	\$ -	\$ 2,213.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B201	2	Pt. Lot 23	0.12	0.050	Eric Markham	\$ 734.00	\$ 1,477.00	\$ -	\$ 2,211.00
B202	2	Pt. Lot 23	0.12	0.050	Eduardo Munoz & Meggi Hutton	\$ 734.00	\$ 1,477.00	\$ -	\$ 2,211.00
B203	2	Pt. Lot 23	0.12	0.050	Roger & Louise Arseneau	\$ 734.00	\$ 1,477.00	\$ -	\$ 2,211.00
B204	2	Pt. Lot 23	0.12	0.050	Jeffrey & Maureen Medd	\$ 734.00	\$ 1,477.00	\$ -	\$ 2,211.00
B205	2	Pt. Lot 23	0.12	0.050	Cheryl Pillon & Kevin Cote	\$ 734.00	\$ 1,477.00	\$ -	\$ 2,211.00
B206	2	Pt. Lot 23	0.12	0.050	Dennis & Anne Bondy	\$ 734.00	\$ 1,477.00	\$ -	\$ 2,211.00
B207	2	Pt. Lot 23	0.15	0.062	Liisa & Steven Levesque	\$ 914.00	\$ 1,723.00	\$ -	\$ 2,637.00
B208	2	Pt. Lot 23	0.14	0.058	Joseph & Marlene Damphouse	\$ 850.00	\$ 1,639.00	\$ -	\$ 2,489.00
B209	2	Pt. Lot 23	0.11	0.046	Joseph & Margaret Joncas	\$ 686.00	\$ 1,408.00	\$ -	\$ 2,094.00
B210	2	Pt. Lot 23	0.11	0.046	Carl & Nanette Gatt	\$ 686.00	\$ 1,408.00	\$ -	\$ 2,094.00
B211	2	Pt. Lot 23	0.11	0.046	Douglas Buchanan	\$ 686.00	\$ 1,408.00	\$ -	\$ 2,094.00
B212	2	Pt. Lot 23	0.12	0.049	Nicola & Anna Simone	\$ 727.00	\$ 1,462.00	\$ -	\$ 2,189.00
B213	2	Pt. Lot 23	0.19	0.075	Nelson Caixeira	\$ 1,105.00	\$ 1,898.00	\$ -	\$ 3,003.00
B214	2	Pt. Lot 23	0.19	0.075	Roger & Kimberly Schroeder	\$ 1,108.00	\$ 1,904.00	\$ -	\$ 3,012.00
B215	2	Pt. Lot 23	0.19	0.075	Laurie-Anne Abraham	\$ 1,108.00	\$ 1,904.00	\$ -	\$ 3,012.00
B216	2	Pt. Lot 23	0.19	0.075	Matthew & Amanda Coughlin	\$ 1,105.00	\$ 1,899.00	\$ -	\$ 3,004.00
B217	2	Pt. Lot 23	0.12	0.049	Colm Holmes	\$ 727.00	\$ 1,463.00	\$ -	\$ 2,190.00
B218	2	Pt. Lot 23	0.11	0.047	Andrew & Carolyn Dopson	\$ 686.00	\$ 1,409.00	\$ -	\$ 2,095.00
B219	2	Pt. Lot 23	0.11	0.047	Kenneth Booker & Ashley Dinunzio	\$ 686.00	\$ 1,408.00	\$ -	\$ 2,094.00
B220	2	Pt. Lot 23	0.11	0.046	Jerome Lucier	\$ 686.00	\$ 1,408.00	\$ -	\$ 2,094.00
B221	2	Pt. Lot 23	0.14	0.058	Peter & Beverly Blain	\$ 850.00	\$ 1,639.00	\$ -	\$ 2,489.00
B222	2	Pt. Lot 23	0.16	0.066	Gregory Carr	\$ 977.00	\$ 1,802.00	\$ -	\$ 2,779.00
B223	2	Pt. Lot 23	0.11	0.046	Glenn & Marlene Turkington	\$ 684.00	\$ 1,404.00	\$ -	\$ 2,088.00
B224	2	Pt. Lot 23	0.11	0.047	Richard Wilson	\$ 686.00	\$ 1,409.00	\$ -	\$ 2,095.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B225	2	Pt. Lot 23	0.12	0.047	Kelly Charlebois	\$ 688.00	\$ 1,384.00	\$ -	\$ 2,072.00
B226	2	Pt. Lot 23	0.12	0.047	Jason & Vida Allen	\$ 690.00	\$ 1,389.00	\$ -	\$ 2,079.00
B227	2	Pt. Lot 23	0.12	0.047	Kristopher & Nikita Ostapovitch	\$ 693.00	\$ 1,393.00	\$ -	\$ 2,086.00
B228	2	Pt. Lot 23	0.12	0.047	James Lacey	\$ 695.00	\$ 1,398.00	\$ -	\$ 2,093.00
B229	2	Pt. Lot 23	0.12	0.047	Bradley & Jennifer Fink	\$ 697.00	\$ 1,402.00	\$ -	\$ 2,099.00
B230	2	Pt. Lot 23	0.12	0.047	Michael & Jackie Allen	\$ 699.00	\$ 1,407.00	\$ -	\$ 2,106.00
B231	2	Pt. Lot 23	0.12	0.048	David Henderson & Kathrine & Tho Nguyen	\$ 702.00	\$ 1,411.00	\$ -	\$ 2,113.00
B232	2	Pt. Lot 23	0.12	0.048	David Thistle	\$ 704.00	\$ 1,415.00	\$ -	\$ 2,119.00
B233	2	Pt. Lot 23	0.12	0.048	Kelly Fowkes	\$ 706.00	\$ 1,420.00	\$ -	\$ 2,126.00
B234	2	Pt. Lot 23	0.12	0.048	Kelly Abbott	\$ 708.00	\$ 1,424.00	\$ -	\$ 2,132.00
B235	2	Pt. Lot 23	0.12	0.048	Alexander Hagg & Heather Mackenzie	\$ 710.00	\$ 1,429.00	\$ -	\$ 2,139.00
B236	2	Pt. Lot 23	0.12	0.048	David & Mary Rampersaud	\$ 714.00	\$ 1,436.00	\$ -	\$ 2,150.00
B237	2	Pt. Lot 23	0.12	0.049	Natalie Ayer	\$ 716.00	\$ 1,441.00	\$ -	\$ 2,157.00
B238	2	Pt. Lot 23	0.12	0.048	Joel & Brytany Archer	\$ 709.00	\$ 1,427.00	\$ -	\$ 2,136.00
B239	2	Pt. Lot 23	0.14	0.057	David & Kimmerly Strickland	\$ 835.00	\$ 1,610.00	\$ -	\$ 2,445.00
B240	2	Pt. Lot 23	0.20	0.079	Roy Colmer & Rosa Savoni	\$ 1,166.00	\$ 1,954.00	\$ -	\$ 3,120.00
B241	2	Pt. Lot 23	0.14	0.058	Thomas Loxton	\$ 854.00	\$ 1,646.00	\$ -	\$ 2,500.00
B242	2	Pt. Lot 23	0.11	0.043	Jeffery Helkie & Laura Stark	\$ 633.00	\$ 1,300.00	\$ -	\$ 1,933.00
B243	2	Pt. Lot 23	0.12	0.047	Jeffrey & Kristie Melko	\$ 691.00	\$ 1,389.00	\$ -	\$ 2,080.00
B244	2	Pt. Lot 23	0.12	0.047	Anne & Michael Duffey	\$ 691.00	\$ 1,389.00	\$ -	\$ 2,080.00
B245	2	Pt. Lot 23	0.12	0.047	Gregory & Marisa Forsyth	\$ 691.00	\$ 1,389.00	\$ -	\$ 2,080.00
B246	2	Pt. Lot 23	0.14	0.058	Michael MacDonald	\$ 856.00	\$ 1,651.00	\$ -	\$ 2,507.00
B247	2	Pt. Lot 23	0.15	0.061	Tina & Travis Renaud	\$ 905.00	\$ 1,707.00	\$ -	\$ 2,612.00
B248	2	Pt. Lot 23	0.12	0.049	Kyle Donne	\$ 730.00	\$ 1,468.00	\$ -	\$ 2,198.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B249	2	Pt. Lot 23	0.12	0.049	Denis & Siobhan Paquin	\$ 730.00	\$ 1,468.00	\$ -	\$ 2,198.00
B250	2	Pt. Lot 23	0.12	0.049	Robbie & Karen Bates	\$ 730.00	\$ 1,468.00	\$ -	\$ 2,198.00
B251	2	Pt. Lot 23	0.12	0.049	Matthew Sutton & Michelle Sinasac	\$ 730.00	\$ 1,468.00	\$ -	\$ 2,198.00
B252	2	Pt. Lot 23	0.12	0.049	Louise Ferriss & Dorothy & Frank Wirag	\$ 730.00	\$ 1,468.00	\$ -	\$ 2,198.00
B253	2	Pt. Lot 23	0.12	0.049	Normand & Alida Kingsbury	\$ 730.00	\$ 1,468.00	\$ -	\$ 2,198.00
B254	2	Pt. Lot 23	0.13	0.051	Justin Wrixon & Stephanie Pietrangelo	\$ 756.00	\$ 1,489.00	\$ -	\$ 2,245.00
B255	2	Pt. Lot 23	0.13	0.051	Fernande Laroche	\$ 756.00	\$ 1,489.00	\$ -	\$ 2,245.00
B256	2	Pt. Lot 23	0.13	0.052	Robert Falkanger	\$ 766.00	\$ 1,508.00	\$ -	\$ 2,274.00
B257	2	Pt. Lot 23	0.12	0.050	Sean Lunardi & Felicia Deroy	\$ 741.00	\$ 1,490.00	\$ -	\$ 2,231.00
B258	2	Pt. Lot 23	0.12	0.050	George & Barbara Sesto	\$ 741.00	\$ 1,490.00	\$ -	\$ 2,231.00
B259	2	Pt. Lot 23	0.12	0.050	Ehren Martin	\$ 741.00	\$ 1,490.00	\$ -	\$ 2,231.00
B260	2	Pt. Lot 23	0.12	0.050	Jason & Holly McLean	\$ 741.00	\$ 1,490.00	\$ -	\$ 2,231.00
B261	2	Pt. Lot 23	0.12	0.050	Peter Belanger & Patricia Capalbo	\$ 741.00	\$ 1,490.00	\$ -	\$ 2,231.00
B262	2	Pt. Lot 23	0.15	0.061	Keith & Katherine Jones	\$ 906.00	\$ 1,709.00	\$ -	\$ 2,615.00
B263	2	Pt. Lot 23	0.13	0.054	Mark Meloche & Shelley Gonzalvo	\$ 799.00	\$ 1,574.00	\$ -	\$ 2,373.00
B264	2	Pt. Lot 23	0.23	0.094	Terrance & Bonnie Bertrand	\$ 1,390.00	\$ 2,272.00	\$ -	\$ 3,662.00
B265	2	Pt. Lot 23	0.14	0.055	Anthony Bastien & Krystina Menard	\$ 810.00	\$ 1,562.00	\$ -	\$ 2,372.00
B266	2	Pt. Lot 23	0.13	0.053	Joel Gonzalvo & Alan Desimpel	\$ 787.00	\$ 1,550.00	\$ -	\$ 2,337.00
B267	2	Pt. Lot 23	0.11	0.046	Sheila Moore	\$ 675.00	\$ 1,385.00	\$ -	\$ 2,060.00
B268	2	Pt. Lot 23	0.11	0.046	Charles Copland & Laura Parent	\$ 675.00	\$ 1,385.00	\$ -	\$ 2,060.00
B269	2	Pt. Lot 23	0.14	0.057	Shawn MacDonald	\$ 837.00	\$ 1,613.00	\$ -	\$ 2,450.00
B270	2	Pt. Lot 23	0.15	0.062	Anita Gibb	\$ 922.00	\$ 1,738.00	\$ -	\$ 2,660.00
B271	2	Pt. Lot 23	0.12	0.047	Marion & Graham Clayton	\$ 691.00	\$ 1,389.00	\$ -	\$ 2,080.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B272	2	Pt. Lot 23	0.12	0.047	Gregory & Carol Farmer	\$ 691.00	\$ 1,389.00	\$ -	\$ 2,080.00
B273	2	Pt. Lot 23	0.13	0.052	Bosko Jugovic & Angela Arce	\$ 760.00	\$ 1,496.00	\$ -	\$ 2,256.00
B274	2	Pt. Lot 23	0.13	0.051	Dustin Deslippe	\$ 760.00	\$ 1,496.00	\$ -	\$ 2,256.00
B275	2	Pt. Lot 23	0.13	0.052	Anthony Olivito	\$ 760.00	\$ 1,496.00	\$ -	\$ 2,256.00
B276	2	Pt. Lot 23	0.13	0.052	Shaun & Stacey Griffiths	\$ 760.00	\$ 1,496.00	\$ -	\$ 2,256.00
B277	2	Pt. Lot 23	0.13	0.052	Eric Weigel & Meaghan Hlavac	\$ 760.00	\$ 1,496.00	\$ -	\$ 2,256.00
B278	2	Pt. Lot 21	0.17	0.068	Robert & Karen Clifford	\$ 330.00	\$ -	\$ -	\$ 330.00
B279	2	Pt. Lot 21	0.11	0.045	Dance & Jamie Stefanovich	\$ 221.00	\$ -	\$ -	\$ 221.00
B280	2	Pt. Lot 21	0.11	0.046	Nathan Gillis	\$ 222.00	\$ -	\$ -	\$ 222.00
B281	2	Pt. Lot 21	0.11	0.045	Curtis Dufour	\$ 220.00	\$ -	\$ -	\$ 220.00
B282	2	Pt. Lot 21	0.19	0.077	Stacey Wiley & Kyle Pierschke	\$ 374.00	\$ -	\$ -	\$ 374.00
B283	2	Pt. Lot 21	0.23	0.094	Brian Aucoin & Allison Brown	\$ 458.00	\$ -	\$ -	\$ 458.00
B284	2	Pt. Lot 21	0.27	0.108	Tong Bui & Trang Le	\$ 524.00	\$ -	\$ -	\$ 524.00
B285	2	Pt. Lot 21	0.27	0.107	Owen Finn	\$ 522.00	\$ -	\$ -	\$ 522.00
B286	2	Pt. Lot 21	0.21	0.085	Donald & Kimberly Martin	\$ 411.00	\$ -	\$ -	\$ 411.00
B287	2	Pt. Lot 21	0.15	0.060	Robert Kammerer & Shelley McCann	\$ 291.00	\$ -	\$ -	\$ 291.00
B288	2	Pt. Lot 21	0.15	0.060	Chantal Brunet	\$ 292.00	\$ -	\$ -	\$ 292.00
B289	2	Pt. Lot 21	0.15	0.060	Robin & Debra Russell	\$ 292.00	\$ -	\$ -	\$ 292.00
B290	2	Pt. Lot 21	0.15	0.060	Justin Awram & Chelsea Hennon	\$ 292.00	\$ -	\$ -	\$ 292.00
B291	2	Pt. Lot 21	0.15	0.060	Krista Sales & Christopher Hayes	\$ 292.00	\$ -	\$ -	\$ 292.00
B292	2	Pt. Lot 21	0.16	0.063	Murray Janisse & Teresa Davis	\$ 306.00	\$ -	\$ -	\$ 306.00
B293	2	Pt. Lot 21	0.15	0.060	Donald & Claire MacDonald	\$ 293.00	\$ -	\$ -	\$ 293.00
B294	2	Pt. Lot 21	0.22	0.091	Robert & Leonarda Faroni	\$ 441.00	\$ -	\$ -	\$ 441.00
B295	2	Pt. Lot 21	0.20	0.081	Michael & Carolyn Leake	\$ 395.00	\$ -	\$ -	\$ 395.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B296	2	Pt. Lot 21	0.18	0.072	Susanne Bergeron	\$ 350.00	\$ -	\$ -	\$ 350.00
B297	2	Pt. Lot 21	0.17	0.070	Melanie Conaty	\$ 341.00	\$ -	\$ -	\$ 341.00
B298	2	Pt. Lot 21	0.18	0.072	Michael & Patricia Ford	\$ 351.00	\$ -	\$ -	\$ 351.00
B299	2	Pt. Lot 21	0.18	0.072	Krystal Kehoe	\$ 353.00	\$ -	\$ -	\$ 353.00
B300	2	Pt. Lot 21	0.18	0.072	Kevin Souigny	\$ 353.00	\$ -	\$ -	\$ 353.00
B301	2	Pt. Lot 21	0.18	0.071	Christian Eldred	\$ 348.00	\$ -	\$ -	\$ 348.00
B302	2	Pt. Lot 21	0.21	0.083	Janet & David Ross	\$ 405.00	\$ -	\$ -	\$ 405.00
B303	2	Pt. Lot 21	0.26	0.104	Robert & Mary Labrecque	\$ 506.00	\$ -	\$ -	\$ 506.00
B304	2	Pt. Lot 21	0.19	0.076	Doreen Zajec	\$ 368.00	\$ -	\$ -	\$ 368.00
B305	2	Pt. Lot 21	0.17	0.070	Margaret Haskell	\$ 339.00	\$ -	\$ -	\$ 339.00
B306	2	Pt. Lot 21	0.19	0.076	Curtis Ficociello & Carly Baz	\$ 369.00	\$ -	\$ -	\$ 369.00
B307	2	Pt. Lot 21	0.20	0.082	Gregory & Michele Girty	\$ 399.00	\$ -	\$ -	\$ 399.00
B308	2	Pt. Lot 21	0.27	0.108	Bradley & Tracy Blackburn	\$ 527.00	\$ -	\$ -	\$ 527.00
B309	2	Pt. Lot 21	0.19	0.077	Tamasin & Terence Dineen	\$ 377.00	\$ -	\$ -	\$ 377.00
B310	2	Pt. Lot 21	0.20	0.080	Jeffrey & Janette McCartney	\$ 392.00	\$ -	\$ -	\$ 392.00
B311	2	Pt. Lot 21	0.24	0.097	Jodi Taylor	\$ 473.00	\$ -	\$ -	\$ 473.00
B312	2	Pt. Lot 21	0.22	0.089	David Amyotte & Sandra Hodgins	\$ 434.00	\$ -	\$ -	\$ 434.00
B313	2	Pt. Lot 21	0.19	0.078	Orma Fryer	\$ 382.00	\$ -	\$ -	\$ 382.00
B314	2	Pt. Lot 21	0.20	0.079	Richard Dufour	\$ 386.00	\$ -	\$ -	\$ 386.00
B315	2	Pt. Lot 21	0.18	0.072	Dennis Rooke	\$ 350.00	\$ -	\$ -	\$ 350.00
B316	2	Pt. Lot 21	0.22	0.089	Ernest & Antoinette Pecaski	\$ 431.00	\$ -	\$ -	\$ 431.00
B317	2	Pt. Lot 23	0.23	0.091	Luke & Nicole Goggin	\$ 445.00	\$ -	\$ -	\$ 445.00
B318	2	Pt. Lot 23 & 24	0.17	0.067	Camillo & Assunta Toppi	\$ 327.00	\$ -	\$ -	\$ 327.00
B319	2	Pt. Lot 21	0.16	0.064	Clint Merrifield & Miranda Ronholm	\$ 314.00	\$ -	\$ -	\$ 314.00
B320	2	Pt. Lot 21	0.15	0.063	Dale Simmons	\$ 305.00	\$ -	\$ -	\$ 305.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B321	2	Pt. Lot 21	0.16	0.066	Gordon Ross & Wendy Wigle	\$ 322.00	\$ -	\$ -	\$ 322.00
B322	2	Pt. Lot 21	0.16	0.066	Paul Meloche & Shannon McLaughlin	\$ 323.00	\$ -	\$ -	\$ 323.00
B323	2	Pt. Lot 21	0.15	0.061	John & Donna Bondy	\$ 298.00	\$ -	\$ -	\$ 298.00
B324	2	Pt. Lot 21	0.15	0.061	Wilbur & Cynthia Mulder	\$ 298.00	\$ -	\$ -	\$ 298.00
B325	2	Pt. Lot 21	0.15	0.061	Sabina Harrison	\$ 298.00	\$ -	\$ -	\$ 298.00
B326	2	Pt. Lot 21	0.15	0.061	Theresa Brennan	\$ 298.00	\$ -	\$ -	\$ 298.00
B327	2	Pt. Lot 21	0.15	0.061	Gail Bratt & Bernard Krebs	\$ 298.00	\$ -	\$ -	\$ 298.00
B328	2	Pt. Lot 21	0.16	0.066	Terry & Kimberly Deschamps	\$ 323.00	\$ -	\$ -	\$ 323.00
B329	2	Pt. Lot 21	0.16	0.066	Tiffany & Leslie Anscombe	\$ 323.00	\$ -	\$ -	\$ 323.00
B330	2	Pt. Lot 21	0.15	0.061	Carmine & Gladys Cristofaro	\$ 298.00	\$ -	\$ -	\$ 298.00
B331	2	Pt. Lot 21	0.15	0.061	Daniel & Georgina Marshall	\$ 298.00	\$ -	\$ -	\$ 298.00
B332	2	Pt. Lot 21	0.15	0.061	Michael & Betty Constantineau	\$ 298.00	\$ -	\$ -	\$ 298.00
B333	2	Pt. Lot 21	0.15	0.061	James & Randa Parent	\$ 299.00	\$ -	\$ -	\$ 299.00
B334	2	Pt. Lot 21	0.16	0.065	Christopher Leblanc & Kelly Grantmyre	\$ 318.00	\$ -	\$ -	\$ 318.00
B335	2	Pt. Lot 21	0.19	0.077	Tara Gugliotta & Raymond Lariviere	\$ 376.00	\$ -	\$ -	\$ 376.00
B336	2	Pt. Lot 21	0.25	0.100	Daria Aybusheva & Andrei Aibouchev	\$ 489.00	\$ -	\$ -	\$ 489.00
B341	2	Pt. Lot 21	0.17	0.069	Christopher D'Aloisio	\$ 335.00	\$ -	\$ -	\$ 335.00
B342	2	Pt. Lot 21	0.18	0.075	Stephen Nikitiuk	\$ 364.00	\$ -	\$ -	\$ 364.00
B343	2	Pt. Lot 21	0.18	0.074	Erin & Kenneth Baird	\$ 362.00	\$ -	\$ -	\$ 362.00
B344	2	Pt. Lot 21	0.18	0.074	Michael & Nicole Ouellette	\$ 362.00	\$ -	\$ -	\$ 362.00
B345	2	Pt. Lot 21	0.18	0.074	Ronald & Anne Muir	\$ 362.00	\$ -	\$ -	\$ 362.00
B346	2	Pt. Lot 21	0.18	0.074	Laurie Cavanaugh	\$ 362.00	\$ -	\$ -	\$ 362.00
B347	2	Pt. Lot 21	0.18	0.074	John & Ruth Cooper	\$ 362.00	\$ -	\$ -	\$ 362.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B348	2	Pt. Lot 21	0.18	0.074	Ryan McLean & Melissa Woods	\$ 362.00	\$ -	\$ -	\$ 362.00
B349	2	Pt. Lot 21	0.20	0.082	Stephen Morello & Stefanie Johnston	\$ 400.00	\$ -	\$ -	\$ 400.00
B350	2	Pt. Lot 21	0.23	0.094	Sandra & Bradley Duffy & Deborah & Jeffrey Court	\$ 457.00	\$ -	\$ -	\$ 457.00
B351	2	Pt. Lot 21	0.35	0.141	Lisa & David Riopelle	\$ 686.00	\$ -	\$ -	\$ 686.00
B352	2	Pt. Lot 21	0.29	0.116	Denise Bratt	\$ 562.00	\$ -	\$ -	\$ 562.00
B353	2	Pt. Lot 21	0.20	0.080	Jeffrey & Deborah Court	\$ 390.00	\$ -	\$ -	\$ 390.00
B354	2	Pt. Lot 21	0.35	0.141	Bradley & Sandra Duffy	\$ 685.00	\$ -	\$ -	\$ 685.00
B355	2	Pt. Lot 21	0.17	0.068	Bradley Flood	\$ 330.00	\$ -	\$ -	\$ 330.00
B356	2	Pt. Lot 21	0.12	0.049	Jakob & Shari Damstra	\$ 240.00	\$ -	\$ -	\$ 240.00
B357	2	Pt. Lot 21	0.20	0.081	Cheryl West & Gail Doyle	\$ 394.00	\$ -	\$ -	\$ 394.00
B358	2	Pt. Lot 21	0.19	0.076	Andrew & Jane Bolley	\$ 371.00	\$ -	\$ -	\$ 371.00
B359	2	Pt. Lot 21	0.19	0.078	Michael & Cindy Doyle	\$ 378.00	\$ -	\$ -	\$ 378.00
B360	2	Pt. Lot 21	0.18	0.074	David & Dorothy Thrasher	\$ 362.00	\$ -	\$ -	\$ 362.00
B361	2	Pt. Lot 21	0.20	0.083	Brittany Pretty	\$ 402.00	\$ -	\$ -	\$ 402.00
B362	2	Pt. Lot 21	0.26	0.107	Adam & Gabrielle Renaud	\$ 520.00	\$ -	\$ -	\$ 520.00
B363	2	Pt. Lot 21	0.21	0.085	Shirley & Marcel Pare	\$ 416.00	\$ -	\$ -	\$ 416.00
B364	2	Pt. Lot 21	0.24	0.097	Bonnie Mansell	\$ 472.00	\$ -	\$ -	\$ 472.00
B365	2	Pt. Lot 21	0.19	0.075	Michael Bates	\$ 366.00	\$ -	\$ -	\$ 366.00
B366	2	Pt. Lot 21	0.17	0.070	Margaret Halls	\$ 342.00	\$ -	\$ -	\$ 342.00
B367	2	Pt. Lot 21	0.17	0.070	Nestor Restrepo & Jillian Romero	\$ 342.00	\$ -	\$ -	\$ 342.00
B368	2	Pt. Lot 21	0.17	0.070	John & Kata Valentik	\$ 343.00	\$ -	\$ -	\$ 343.00
B369	2	Pt. Lot 21	0.17	0.071	Daniel & Patricia Thibert	\$ 344.00	\$ -	\$ -	\$ 344.00
B370	2	Pt. Lot 21	0.17	0.071	Lauren Dewar	\$ 344.00	\$ -	\$ -	\$ 344.00
B371	2	Pt. Lot 21	0.22	0.089	James & Marguerite Jaques	\$ 435.00	\$ -	\$ -	\$ 435.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B372	2	Pt. Lot 21	0.19	0.078	Asterie Ndikumana	\$ 382.00	\$ -	\$ -	\$ 382.00
B373	2	Pt. Lot 21	0.19	0.078	Jerry & Elizabeth Sokolik	\$ 382.00	\$ -	\$ -	\$ 382.00
B374	2	Pt. Lot 21	0.34	0.137	Douglas & Brenda Thompson	\$ 666.00	\$ -	\$ -	\$ 666.00
B375	2	Pt. Lot 21	0.40	0.160	Mark Meloche	\$ 781.00	\$ -	\$ -	\$ 781.00
B376	2	Pt. Lot 21	0.26	0.104	Marcella Dufour & James Best	\$ 505.00	\$ -	\$ -	\$ 505.00
B377	2	Pt. Lot 21	0.34	0.137	Courtney Ryan & Daniel Michaud	\$ 668.00	\$ -	\$ -	\$ 668.00
B378	2	Pt. Lot 21	0.27	0.109	Matthew DiPasquale & Katelyn Goodchild	\$ 532.00	\$ -	\$ -	\$ 532.00
B379	2	Pt. Lot 21	0.21	0.085	Leo Drouillard	\$ 412.00	\$ -	\$ -	\$ 412.00
B380	2	Pt. Lot 21	0.18	0.072	Paul & Brenda Owen	\$ 352.00	\$ -	\$ -	\$ 352.00
B381	2	Pt. Lot 21	0.18	0.072	Cheryl & Thomas DiPasquale	\$ 352.00	\$ -	\$ -	\$ 352.00
B382	2	Pt. Lot 21	0.17	0.069	Mark & Gwen McAllen	\$ 336.00	\$ -	\$ -	\$ 336.00
B383	2	Pt. Lot 21	0.17	0.069	Aaron Turner & Marija Lelas	\$ 336.00	\$ -	\$ -	\$ 336.00
B384	2	Pt. Lot 21	0.17	0.069	Frederick Gilbert	\$ 336.00	\$ -	\$ -	\$ 336.00
B385	2	Pt. Lot 21	0.17	0.069	William Beale	\$ 336.00	\$ -	\$ -	\$ 336.00
B386	2	Pt. Lot 21	0.17	0.069	Nelson & Pauline St. John	\$ 336.00	\$ -	\$ -	\$ 336.00
B387	2	Pt. Lot 21	0.17	0.069	Robert & Gloria Taylor	\$ 336.00	\$ -	\$ -	\$ 336.00
B388	2	Pt. Lot 21	0.17	0.069	Tammy Campbell	\$ 336.00	\$ -	\$ -	\$ 336.00
B389	2	Pt. Lot 21	0.18	0.072	Rose McKinnon	\$ 352.00	\$ -	\$ -	\$ 352.00
B390	2	Pt. Lot 21	0.18	0.072	Douglas & Mary Middleton	\$ 352.00	\$ -	\$ -	\$ 352.00
B391	2	Pt. Lot 21	0.21	0.085	Karl & Domenica Trudell	\$ 412.00	\$ -	\$ -	\$ 412.00
B392	2	Pt. Lot 21	0.27	0.109	Joshua Hurst	\$ 532.00	\$ -	\$ -	\$ 532.00
B393	2	Pt. Lot 21	0.34	0.139	David Sinasac	\$ 678.00	\$ -	\$ -	\$ 678.00
B394	2	Pt. Lot 21	0.26	0.105	Otto & Vera Newhook	\$ 513.00	\$ -	\$ -	\$ 513.00
B395	2	Pt. Lot 21	0.40	0.162	Paul Simpson	\$ 789.00	\$ -	\$ -	\$ 789.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B396	2	Pt. Lot 21	0.35	0.140	Anne Kainz	\$ 682.00	\$ -	\$ -	\$ 682.00
B397	2	Pt. Lot 21	0.18	0.072	Joseph & Patricia Cunningham	\$ 352.00	\$ -	\$ -	\$ 352.00
B398	2	Pt. Lot 21	0.18	0.072	Michael & Donita Farmer	\$ 352.00	\$ -	\$ -	\$ 352.00
B399	2	Pt. Lot 21	0.30	0.122	Jennifer Meunier & Robert Racette	\$ 592.00	\$ -	\$ -	\$ 592.00
B400	2	Pt. Lot 21	0.30	0.121	Ralph & Heather Attwater	\$ 590.00	\$ -	\$ -	\$ 590.00
B401	2	Pt. Lot 21	0.17	0.070	Ada & Jeffrey VanDongen	\$ 339.00	\$ -	\$ -	\$ 339.00
B402	2	Pt. Lot 21	0.17	0.070	Bernice & Neil Slater	\$ 339.00	\$ -	\$ -	\$ 339.00
B403	2	Pt. Lot 21	0.17	0.070	Raquel Hurst	\$ 339.00	\$ -	\$ -	\$ 339.00
B404	2	Pt. Lot 21	0.17	0.070	Gilbert & Karen Bezaire	\$ 339.00	\$ -	\$ -	\$ 339.00
B405	2	Pt. Lot 21	0.17	0.070	Nancy Polyak	\$ 339.00	\$ -	\$ -	\$ 339.00
B406	2	Pt. Lot 21	0.17	0.070	Theresa Lachapelle	\$ 339.00	\$ -	\$ -	\$ 339.00
B407	2	Pt. Lot 21	0.17	0.070	Albert & Pauline Bump	\$ 339.00	\$ -	\$ -	\$ 339.00
B408	2	Pt. Lot 21	0.17	0.070	Alex Temesy & Jaide Lyons	\$ 339.00	\$ -	\$ -	\$ 339.00
B409	2	Pt. Lot 21	0.17	0.070	Daniel Delmore & Dayna DiPasquale	\$ 339.00	\$ -	\$ -	\$ 339.00
B410	2	Pt. Lot 21	0.17	0.070	Carol Charette	\$ 339.00	\$ -	\$ -	\$ 339.00
B411	2	Pt. Lot 21	0.17	0.070	John & Patricia McLaughlin	\$ 339.00	\$ -	\$ -	\$ 339.00
B412	2	Pt. Lot 21	0.17	0.070	Kenneth & Anne Garrod	\$ 339.00	\$ -	\$ -	\$ 339.00
B413	2	Pt. Lot 21	0.17	0.070	Kenneth Greason	\$ 343.00	\$ -	\$ -	\$ 343.00
B414	2	Pt. Lot 21	0.22	0.088	John Shearon	\$ 428.00	\$ -	\$ -	\$ 428.00
B415	2	Pt. Lot 21	0.16	0.063	James & Lynda Parr	\$ 306.00	\$ -	\$ -	\$ 306.00
B416	2	Pt. Lot 21	0.16	0.063	Natalie Faucher	\$ 306.00	\$ -	\$ -	\$ 306.00
B417	2	Pt. Lot 21	0.16	0.063	Jennifer & Robert Oriet	\$ 306.00	\$ -	\$ -	\$ 306.00
B418	2	Pt. Lot 21	0.16	0.063	Glenn & Trudy Hansman	\$ 306.00	\$ -	\$ -	\$ 306.00
B419	2	Pt. Lot 21	0.19	0.079	Emilia Rufo	\$ 384.00	\$ -	\$ -	\$ 384.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B420	2	Pt. Lot 21	0.19	0.079	Gary & Shirley Wigle	\$ 384.00	\$ -	\$ -	\$ 384.00
B421	2	Pt. Lot 21	0.98	0.395	1882018 Ontario Inc.	\$ 1,924.00	\$ -	\$ -	\$ 1,924.00
B422	2	Pt. Lot 21	0.20	0.079	Erik Eliassen & Amanda Ouellette	\$ 385.00	\$ -	\$ -	\$ 385.00
B423	2	Pt. Lot 21	0.20	0.079	Dylan & Jessica White & Mary-Josephine McCaffrey	\$ 385.00	\$ -	\$ -	\$ 385.00
B424	2	Pt. Lot 21	0.34	0.139	Bruce Abson	\$ 678.00	\$ -	\$ -	\$ 678.00
B425	2	Pt. Lot 21	0.34	0.139	Leslie Pettypiece & Linda McLean	\$ 678.00	\$ -	\$ -	\$ 678.00
B426	2	Pt. Lot 21	0.24	0.098	Mitchell Bastien	\$ 475.00	\$ -	\$ -	\$ 475.00
B427	2	Pt. Lot 21	0.24	0.098	Shawn Keizer & Ashley Schott	\$ 475.00	\$ -	\$ -	\$ 475.00
B428	2	Pt. Lot 21	0.27	0.107	Joseph & Carol Reaume	\$ 522.00	\$ -	\$ -	\$ 522.00
B429	2	Pt. Lot 21	0.41	0.166	Guiuseppe & Angela Desantis	\$ 808.00	\$ -	\$ -	\$ 808.00
B430	2	Pt. Lot 21	0.40	0.162	Keith & Nicole Lauzon	\$ 788.00	\$ -	\$ -	\$ 788.00
B431	2	Pt. Lot 21	0.40	0.162	Frederick & Karen Bertrand	\$ 788.00	\$ -	\$ -	\$ 788.00
B432	2	Pt. Lot 21	0.40	0.162	Ronald & Mary Grant	\$ 788.00	\$ -	\$ -	\$ 788.00
B433	2	Pt. Lot 21	0.40	0.162	Henrik & Rita Andersen	\$ 788.00	\$ -	\$ -	\$ 788.00
B434	2	Pt. Lot 21	0.40	0.162	Gerard & Jennifer Shaw	\$ 788.00	\$ -	\$ -	\$ 788.00
B435	2	Pt. Lot 21	0.40	0.162	Dina Orsi	\$ 788.00	\$ -	\$ -	\$ 788.00
B436	2	Pt. Lot 21	0.40	0.162	Eric Bratt & Elaine Anderson	\$ 788.00	\$ -	\$ -	\$ 788.00
B437	2	Pt. Lot 21	0.40	0.162	Rami Chammat & Karen Brookmire	\$ 788.00	\$ -	\$ -	\$ 788.00
B438	2	Pt. Lot 21	0.40	0.162	Natalie & Luigi D'Ambrosio	\$ 788.00	\$ -	\$ -	\$ 788.00
B439	2	Pt. Lot 21	0.41	0.166	Maynard & Marva Hurst	\$ 809.00	\$ -	\$ -	\$ 809.00
B440	2	Pt. Lot 21	0.43	0.174	Drew & Kary Colson	\$ 847.00	\$ -	\$ -	\$ 847.00
B441	2	Pt. Lot 21	0.15	0.062	Alan Guthrie & Janice Boismier	\$ 301.00	\$ -	\$ -	\$ 301.00
B442	2	Pt. Lot 21	0.15	0.062	Michael Bellefleur	\$ 300.00	\$ -	\$ -	\$ 300.00
B443	2	Pt. Lot 21	0.15	0.062	Sherry & Jeffrey Coulter	\$ 300.00	\$ -	\$ -	\$ 300.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B444	2	Pt. Lot 21	0.15	0.062	Ernest & Tracy Godden	\$ 300.00	\$ -	\$ -	\$ 300.00
B445	2	Pt. Lot 21	0.15	0.062	Thomas & Mary Henderson	\$ 300.00	\$ -	\$ -	\$ 300.00
B446	2	Pt. Lot 21	0.15	0.062	Patrick Heroux & Jo-Anne McDowell	\$ 300.00	\$ -	\$ -	\$ 300.00
B447	2	Pt. Lot 21	0.15	0.060	John & Gail Deneau	\$ 291.00	\$ -	\$ -	\$ 291.00
B448	2	Pt. Lot 21	0.18	0.073	Candace Wright & Christopher Mendler	\$ 356.00	\$ -	\$ -	\$ 356.00
B449	2	Pt. Lot 21	0.27	0.108	Larry & Greta Ruston	\$ 524.00	\$ -	\$ -	\$ 524.00
B450	2	Pt. Lot 21	0.20	0.079	Leonard & Paula Tetreault	\$ 387.00	\$ -	\$ -	\$ 387.00
B451	2	Pt. Lot 23 & 24	0.29	0.118	James Durocher & Carly LeBlanc	\$ 576.00	\$ -	\$ -	\$ 576.00
B452	2	Pt. Lot 23 & 24	0.29	0.119	Livia Donofrio	\$ 577.00	\$ -	\$ -	\$ 577.00
B453	2	Pt. Lot 23 & 24	0.29	0.116	Donald & Angela Florica	\$ 564.00	\$ -	\$ -	\$ 564.00
B454	2	Pt. Lot 23 & 24	0.27	0.110	Alberto & Grazietta D'Alimonte	\$ 536.00	\$ -	\$ -	\$ 536.00
B455	2	Pt. Lot 23 & 24	0.27	0.110	Mary DiPasquale	\$ 536.00	\$ -	\$ -	\$ 536.00
B456	2	Pt. Lot 23 & 24	0.27	0.110	Corey Pisonneault & Samantha Quinn	\$ 536.00	\$ -	\$ -	\$ 536.00
B457	2	Pt. Lot 23 & 24	0.27	0.110	Allan & Donna Halowski	\$ 536.00	\$ -	\$ -	\$ 536.00
B458	2	Pt. Lot 23 & 24	0.27	0.110	Luigi & Tonia Fortini	\$ 536.00	\$ -	\$ -	\$ 536.00
B459	2	Pt. Lot 23 & 24	0.27	0.110	Michael & Cindy Marentette	\$ 536.00	\$ -	\$ -	\$ 536.00
B460	2	Pt. Lot 23 & 24	0.27	0.110	Barry & Maureen Renaud	\$ 536.00	\$ -	\$ -	\$ 536.00
B461	2	Pt. Lot 23 & 24	0.27	0.111	Mark Bailey	\$ 540.00	\$ -	\$ -	\$ 540.00
B462	2	Pt. Lot 23 & 24	0.21	0.085	Richard & Manila Orum	\$ 414.00	\$ -	\$ -	\$ 414.00
B463	2	Pt. Lot 23 & 24	0.16	0.063	Dawna Gorrell	\$ 309.00	\$ -	\$ -	\$ 309.00
B464	2	Pt. Lot 23 & 24	0.15	0.062	Mark & Laura Mousseau	\$ 301.00	\$ -	\$ -	\$ 301.00
B465	2	Pt. Lot 23 & 24	0.15	0.062	Wendy Wallace	\$ 302.00	\$ -	\$ -	\$ 302.00
B466	2	Pt. Lot 23 & 24	0.15	0.062	William Matte & Shelly Price	\$ 302.00	\$ -	\$ -	\$ 302.00
B467	2	Pt. Lot 23 & 24	0.16	0.067	Marvin Bennett & Karen Longfield	\$ 325.00	\$ -	\$ -	\$ 325.00
B468	2	Pt. Lot 21	0.17	0.068	Andrew & Catherine Goral	\$ 330.00	\$ -	\$ -	\$ 330.00
B469	2	Pt. Lot 23	0.20	0.081	Gareth & Sylvia Williams	\$ 395.00	\$ -	\$ -	\$ 395.00
B470	2	Pt. Lot 23	0.17	0.067	Gerry Hennin	\$ 326.00	\$ -	\$ -	\$ 326.00
B471	2	Pt. Lot 23	0.17	0.067	John Gyori & Amanda Ward	\$ 326.00	\$ -	\$ -	\$ 326.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B472	2	Pt. Lot 23	0.17	0.067	Uwe & Mary Kollin	\$ 326.00	\$ -	\$ -	\$ 326.00
B473	2	Pt. Lot 23	0.17	0.067	Annie Mower	\$ 325.00	\$ -	\$ -	\$ 325.00
B474	2	Pt. Lot 23	0.17	0.067	Renee & Gregory Leal	\$ 325.00	\$ -	\$ -	\$ 325.00
B475	2	Pt. Lot 23	0.18	0.072	Eugene & Mary Hasson	\$ 353.00	\$ -	\$ -	\$ 353.00
B476	2	Pt. Lot 23	0.18	0.072	Vance Sinasac	\$ 353.00	\$ -	\$ -	\$ 353.00
B477	2	Pt. Lot 23	0.18	0.072	Joshua & Olivia Parsons	\$ 353.00	\$ -	\$ -	\$ 353.00
B478	2	Pt. Lot 23	0.19	0.078	Joshua Lenz & Lisa Wright	\$ 380.00	\$ -	\$ -	\$ 380.00
B479	2	Pt. Lot 23	0.21	0.085	Sylvie & Daniel Babin	\$ 414.00	\$ -	\$ -	\$ 414.00
B480	2	Pt. Lot 23	0.25	0.100	Hugh & Margaret Evans	\$ 487.00	\$ -	\$ -	\$ 487.00
B481	2	Pt. Lot 23	0.18	0.075	Lorne Harrison	\$ 363.00	\$ -	\$ -	\$ 363.00
B482	2	Pt. Lot 23	0.17	0.067	David Howcroft	\$ 325.00	\$ -	\$ -	\$ 325.00
B483	2	Pt. Lot 23	0.14	0.058	Matthew Pellow	\$ 284.00	\$ -	\$ -	\$ 284.00
B484	2	Pt. Lot 23	0.14	0.059	Jeffrey & Krisanne Moore	\$ 285.00	\$ -	\$ -	\$ 285.00
B485	2	Pt. Lot 23	0.15	0.062	Francis & Katherine Beaudoin	\$ 303.00	\$ -	\$ -	\$ 303.00
B486	2	Pt. Lot 23	0.16	0.067	Michael & Anne Gray	\$ 325.00	\$ -	\$ -	\$ 325.00
B487	2	Pt. Lot 23	0.17	0.067	Laura Borland	\$ 326.00	\$ -	\$ -	\$ 326.00
B488	2	Pt. Lot 23	0.05	0.021	Town of Amherstburg	\$ 104.00	\$ -	\$ -	\$ 104.00
B489	2	Pt. Lot 23	0.18	0.072	Brandon St.Pierre & Kayla Temesy	\$ 353.00	\$ -	\$ -	\$ 353.00
B490	2	Pt. Lot 23	0.19	0.078	Lauren Deneau	\$ 380.00	\$ -	\$ -	\$ 380.00
B491	2	Pt. Lot 23	0.16	0.065	Roy Edwards	\$ 315.00	\$ -	\$ -	\$ 315.00
B492	2	Pt. Lot 23	0.16	0.064	Brenda Sprague	\$ 312.00	\$ -	\$ -	\$ 312.00
B493	2	Pt. Lot 23	0.16	0.065	Randy Fox	\$ 317.00	\$ -	\$ -	\$ 317.00
B494	2	Pt. Lot 23	0.16	0.065	Eric & MaryAnn Steel	\$ 315.00	\$ -	\$ -	\$ 315.00
B495	2	Pt. Lot 23	0.16	0.065	Larry & Deborah Hawksworth	\$ 315.00	\$ -	\$ -	\$ 315.00
B496	2	Pt. Lot 23	0.19	0.076	Tammy Gatto & Todd Meloche	\$ 371.00	\$ -	\$ -	\$ 371.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B497	2	Pt. Lot 23	0.21	0.083	Vincent & Shirley Pare	\$ 406.00	\$ -	\$ -	\$ 406.00
B498	2	Pt. Lot 23	0.17	0.069	Ignazio & Nives Galvan	\$ 337.00	\$ -	\$ -	\$ 337.00
B499	2	Pt. Lot 23	0.17	0.069	David Martin	\$ 338.00	\$ -	\$ -	\$ 338.00
B500	2	Pt. Lot 23	0.17	0.069	Adam & Meghan Gilchrist	\$ 338.00	\$ -	\$ -	\$ 338.00
B501	2	Pt. Lot 23	0.17	0.069	Mario & Anna Rosso	\$ 338.00	\$ -	\$ -	\$ 338.00
B502	2	Pt. Lot 23	0.17	0.069	Richard & Maureen Meloche	\$ 337.00	\$ -	\$ -	\$ 337.00
B503	2	Pt. Lot 23	0.17	0.070	Denis Skenderovic & Anne Feghali	\$ 339.00	\$ -	\$ -	\$ 339.00
B504	2	Pt. Lot 23	0.17	0.067	Jon & Penny Morse	\$ 326.00	\$ -	\$ -	\$ 326.00
B505	2	Pt. Lot 23	0.17	0.067	Frank Sustar	\$ 325.00	\$ -	\$ -	\$ 325.00
B506	2	Pt. Lot 23	0.17	0.067	Alan & Gail Doyle	\$ 326.00	\$ -	\$ -	\$ 326.00
B507	2	Pt. Lot 23	0.17	0.067	James Irvine & Angela Rothwell	\$ 325.00	\$ -	\$ -	\$ 325.00
B508	2	Pt. Lot 23	0.17	0.067	Kyla & Jeremy McLeod	\$ 325.00	\$ -	\$ -	\$ 325.00
B509	2	Pt. Lot 23	0.17	0.067	Wayne Laporte	\$ 325.00	\$ -	\$ -	\$ 325.00
B510	2	Pt. Lot 23	0.17	0.067	Marc Maitre	\$ 325.00	\$ -	\$ -	\$ 325.00
B511	2	Pt. Lot 23	0.17	0.067	Gladys Gates	\$ 325.00	\$ -	\$ -	\$ 325.00
B512	2	Pt. Lot 23	0.18	0.072	Charles & Patricia Goodchild	\$ 353.00	\$ -	\$ -	\$ 353.00
B513	2	Pt. Lot 23	0.15	0.060	Maria Cafarelli	\$ 294.00	\$ -	\$ -	\$ 294.00
B514	2	Pt. Lot 23	0.15	0.060	Judith Renaud	\$ 294.00	\$ -	\$ -	\$ 294.00
B515	2	Pt. Lot 23	0.15	0.060	Robin Prior	\$ 294.00	\$ -	\$ -	\$ 294.00
B516	2	Pt. Lot 23	0.15	0.060	Christopher & Judith Dywelska	\$ 294.00	\$ -	\$ -	\$ 294.00
B517	2	Pt. Lot 23	0.15	0.060	Jonathan & Stephanie McGuire	\$ 294.00	\$ -	\$ -	\$ 294.00
B518	2	Pt. Lot 23	0.15	0.060	Brian & Elizabeth Mulder	\$ 294.00	\$ -	\$ -	\$ 294.00
B519	2	Pt. Lot 23	0.15	0.060	Steven Blais	\$ 294.00	\$ -	\$ -	\$ 294.00
B520	2	Pt. Lot 23	0.15	0.060	Nada Bratt	\$ 294.00	\$ -	\$ -	\$ 294.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B521	2	Pt. Lot 23	0.15	0.059	Michel & Debra Bastien	\$ 288.00	\$ -	\$ -	\$ 288.00
B522	2	Pt. Lot 23	0.17	0.070	Janos & Ildiko Herits	\$ 338.00	\$ -	\$ -	\$ 338.00
B523	2	Pt. Lot 23	0.14	0.058	Stacey-Lee Flatt	\$ 284.00	\$ -	\$ -	\$ 284.00
B524	2	Pt. Lot 23	0.14	0.058	Richard Borland	\$ 284.00	\$ -	\$ -	\$ 284.00
B525	2	Pt. Lot 23	0.17	0.070	Stephen & Jen-A-Lee Hayes	\$ 339.00	\$ -	\$ -	\$ 339.00
B526	2	Pt. Lot 23	0.21	0.085	Ricky & Tammy Digiovanni	\$ 413.00	\$ -	\$ -	\$ 413.00
B527	2	Pt. Lot 23	0.20	0.080	Kenneth & Kathryn Foley	\$ 389.00	\$ -	\$ -	\$ 389.00
B528	2	Pt. Lot 23	0.15	0.061	Timothy & Kristin Schneider	\$ 298.00	\$ -	\$ -	\$ 298.00
B529	2	Pt. Lot 23	0.13	0.051	Rose McKinnon	\$ 249.00	\$ -	\$ -	\$ 249.00
B530	2	Pt. Lot 23	0.13	0.051	Richard & Debra Turgeon	\$ 249.00	\$ -	\$ -	\$ 249.00
B531	2	Pt. Lot 23	0.13	0.051	Erin Killops	\$ 249.00	\$ -	\$ -	\$ 249.00
B532	2	Pt. Lot 23	0.13	0.051	Scott & Joan Donaldson	\$ 249.00	\$ -	\$ -	\$ 249.00
B533	2	Pt. Lot 23	0.13	0.051	2309067 Ontario Inc.	\$ 249.00	\$ -	\$ -	\$ 249.00
B534	2	Pt. Lot 23	0.13	0.051	Carson & Pamela Williams	\$ 249.00	\$ -	\$ -	\$ 249.00
B535	2	Pt. Lot 23	0.13	0.051	Leone & Dennis McLean	\$ 249.00	\$ -	\$ -	\$ 249.00
B536	2	Pt. Lot 23	0.14	0.056	William & Michelle Beaudoin	\$ 273.00	\$ -	\$ -	\$ 273.00
B537	2	Pt. Lot 23	0.13	0.051	Jeffrey & Pamela Hocevar	\$ 249.00	\$ -	\$ -	\$ 249.00
B538	2	Pt. Lot 23	0.14	0.056	Augusto & Giovina Moscatello	\$ 273.00	\$ -	\$ -	\$ 273.00
B539	2	Pt. Lot 23	0.18	0.071	Brent Wessels	\$ 347.00	\$ -	\$ -	\$ 347.00
B540	2	Pt. Lot 23	0.24	0.095	Lorenzo Alfini & Darcie Wright	\$ 463.00	\$ -	\$ -	\$ 463.00
B541	2	Pt. Lot 23	0.22	0.091	Kevin Giroux	\$ 443.00	\$ -	\$ -	\$ 443.00
B542	2	Pt. Lot 23	0.23	0.094	Donald & Evelyn Meharg	\$ 458.00	\$ -	\$ -	\$ 458.00
B543	2	Pt. Lot 23	0.20	0.083	Paul Garner	\$ 403.00	\$ -	\$ -	\$ 403.00
B544	2	Pt. Lot 23	0.20	0.080	Mathew McLean	\$ 391.00	\$ -	\$ -	\$ 391.00
B545	2	Pt. Lot 23	0.19	0.079	Christopher & Michelle Short	\$ 383.00	\$ -	\$ -	\$ 383.00
B546	2	Pt. Lot 23	0.19	0.078	Tina Triolet	\$ 378.00	\$ -	\$ -	\$ 378.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B547	2	Pt. Lot 23	0.19	0.076	Lionel & Ederlyn Girard	\$ 372.00	\$ -	\$ -	\$ 372.00
B548	2	Pt. Lot 23	0.18	0.074	Annabelle Bowden	\$ 361.00	\$ -	\$ -	\$ 361.00
B549	2	Pt. Lot 23	0.18	0.074	Christine & Ronald Fryer	\$ 361.00	\$ -	\$ -	\$ 361.00
B550	2	Pt. Lot 23	0.18	0.074	Jeremy Pillon	\$ 361.00	\$ -	\$ -	\$ 361.00
B551	2	Pt. Lot 23	0.18	0.074	Kevin, Jessie & Joyce Boismier	\$ 361.00	\$ -	\$ -	\$ 361.00
B552	2	Pt. Lot 23	0.18	0.074	Tina Decarlo	\$ 361.00	\$ -	\$ -	\$ 361.00
B553	2	Pt. Lot 23	0.18	0.074	Robert Carr	\$ 361.00	\$ -	\$ -	\$ 361.00
B554	2	Pt. Lot 23	0.13	0.051	Larry & Rhonda Hurst	\$ 249.00	\$ -	\$ -	\$ 249.00
B555	2	Pt. Lot 23	0.19	0.075	Deborah & Kevin Gonda	\$ 367.00	\$ -	\$ -	\$ 367.00
B556	2	Pt. Lot 23	0.16	0.063	Dennis Pare	\$ 306.00	\$ -	\$ -	\$ 306.00
B557	2	Pt. Lot 23	0.16	0.063	William & Christine Belcher	\$ 306.00	\$ -	\$ -	\$ 306.00
B558	2	Pt. Lot 23	0.16	0.063	Joanne Paliga	\$ 306.00	\$ -	\$ -	\$ 306.00
B559	2	Pt. Lot 23	0.16	0.063	James & Catherine Muir	\$ 306.00	\$ -	\$ -	\$ 306.00
B560	2	Pt. Lot 23	0.16	0.063	Joshua Oakley	\$ 306.00	\$ -	\$ -	\$ 306.00
B561	2	Pt. Lot 23	0.16	0.063	Jacob & Margaret Maine	\$ 306.00	\$ -	\$ -	\$ 306.00
B562	2	Pt. Lot 23	0.16	0.063	Elizabeth Mickle & Pauline Shaw	\$ 306.00	\$ -	\$ -	\$ 306.00
B563	2	Pt. Lot 23	0.16	0.063	Amber Lougheed	\$ 306.00	\$ -	\$ -	\$ 306.00
B564	2	Pt. Lot 23	0.15	0.062	Constance Hamilton & Charles Faraday	\$ 300.00	\$ -	\$ -	\$ 300.00
B565	2	Pt. Lot 23	0.15	0.060	Nelly VanDerHeide	\$ 293.00	\$ -	\$ -	\$ 293.00
B566	2	Pt. Lot 23	0.15	0.059	Tanya & Bradley McGuinness	\$ 288.00	\$ -	\$ -	\$ 288.00
B567	2	Pt. Lot 23	0.15	0.060	Gary & Jessica Drouillard	\$ 293.00	\$ -	\$ -	\$ 293.00
B568	2	Pt. Lot 23	0.15	0.059	Kenneth Kozora	\$ 289.00	\$ -	\$ -	\$ 289.00
B569	2	Pt. Lot 23	0.15	0.061	Ann Peltier	\$ 296.00	\$ -	\$ -	\$ 296.00
B570	2	Pt. Lot 23	0.15	0.062	Wayne & Sandra Bastien	\$ 304.00	\$ -	\$ -	\$ 304.00
B571	2	Pt. Lot 23	0.26	0.104	Carlyle & Christine Brassett	\$ 506.00	\$ -	\$ -	\$ 506.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B572	2	Pt. Lot 23	0.16	0.066	Peter & Darlene Bischoff	\$ 321.00	\$ -	\$ -	\$ 321.00
B573	2	Pt. Lot 23	0.17	0.067	Tara Rousseau & Thomas Triolet	\$ 325.00	\$ -	\$ -	\$ 325.00
B574	2	Pt. Lot 23	0.16	0.066	Terence & Michelle Hayes	\$ 320.00	\$ -	\$ -	\$ 320.00
B575	2	Pt. Lot 23	0.16	0.064	Nicholas Vitale	\$ 312.00	\$ -	\$ -	\$ 312.00
B576	2	Pt. Lot 23	0.15	0.063	Edward & Laura Gushulak	\$ 305.00	\$ -	\$ -	\$ 305.00
B577	2	Pt. Lot 23	0.15	0.063	Troy Stewart	\$ 305.00	\$ -	\$ -	\$ 305.00
B578	2	Pt. Lot 23	0.15	0.063	Brian & Michelle Barrett	\$ 305.00	\$ -	\$ -	\$ 305.00
B579	2	Pt. Lot 23	0.15	0.063	Lisa Stewart	\$ 305.00	\$ -	\$ -	\$ 305.00
B580	2	Pt. Lot 23	0.15	0.063	Gary Triolet	\$ 305.00	\$ -	\$ -	\$ 305.00
B581	2	Pt. Lot 23	0.15	0.063	Mark & Michelle Fryer	\$ 305.00	\$ -	\$ -	\$ 305.00
B582	2	Pt. Lot 23	0.15	0.063	Kenneth & Terry Schneider	\$ 305.00	\$ -	\$ -	\$ 305.00
B583	2	Pt. Lot 23	0.15	0.063	Robert & Diane Donaldson	\$ 305.00	\$ -	\$ -	\$ 305.00
B584	2	Pt. Lot 23	0.19	0.075	Patricia Batiste	\$ 366.00	\$ -	\$ -	\$ 366.00
B585	2	Pt. Lot 23	0.15	0.061	Bruce & Jean Galt	\$ 298.00	\$ -	\$ -	\$ 298.00
B586	2	Pt. Lot 23	0.13	0.051	Silvino & Mary DiMarco	\$ 248.00	\$ -	\$ -	\$ 248.00
B587	2	Pt. Lot 23	0.18	0.074	Greg & Donna Nemeth	\$ 362.00	\$ -	\$ -	\$ 362.00
B588	2	Pt. Lot 23	0.24	0.097	Jason Brown	\$ 470.00	\$ -	\$ -	\$ 470.00
B589	2	Pt. Lot 23	0.30	0.120	Karin Porter	\$ 585.00	\$ -	\$ -	\$ 585.00
B590	2	Pt. Lot 23	0.28	0.113	Johnny & Rebeckah Muresan	\$ 552.00	\$ -	\$ -	\$ 552.00
B591	2	Pt. Lot 23	0.25	0.102	James Wright	\$ 495.00	\$ -	\$ -	\$ 495.00
B592	2	Pt. Lot 23	0.30	0.120	Rocco & Graziella Mancini	\$ 585.00	\$ -	\$ -	\$ 585.00
B593	2	Pt. Lot 23	0.28	0.113	Joel Cote & Jessica Bagley	\$ 552.00	\$ -	\$ -	\$ 552.00
B594	2	Pt. Lot 23	0.30	0.120	Joel & Kelli Street	\$ 585.00	\$ -	\$ -	\$ 585.00
B595	2	Pt. Lot 23	0.25	0.102	Daniel Beneteau & Kristy-Lee Fram	\$ 495.00	\$ -	\$ -	\$ 495.00

Plan ID	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
B596	2	Pt. Lot 23	0.30	0.120	Eugene Mcgraw & Susan Renaud	\$ 585.00	\$ -	\$ -	\$ 585.00
B597	2	Pt. Lot 23	0.30	0.120	Gordon & Leanne Meloche	\$ 585.00	\$ -	\$ -	\$ 585.00
B598	2	Pt. Lot 23	0.30	0.120	Robert & Danijela Pontini	\$ 585.00	\$ -	\$ -	\$ 585.00
B599	2	Pt. Lot 23	0.21	0.085	Joseph Beattie & Colleen O'Phee	\$ 411.00	\$ -	\$ -	\$ 411.00
B600	2	Pt. Lot 23	0.21	0.085	Ian & Helen Hayward	\$ 411.00	\$ -	\$ -	\$ 411.00
B601	2	Pt. Lot 23	0.22	0.091	Thomas & Rozemary Jaber	\$ 443.00	\$ -	\$ -	\$ 443.00
Total on Privately Owned - Non-Agricultural Lands.....						\$ 424,894.00	\$ 329,377.00	\$ 130,351.00	\$ 884,622.00
TOTAL ASSESSMENT			504.82	204.298		\$ 768,389.00	\$ 512,260.00	\$ 289,351.00	\$ 1,570,000.00

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1 Hectare = 2.471 Acres
 Project No. REI2015D024
 January 26th, 2022

SPECIFICATIONS**PIKE ROAD DRAIN IMPROVEMENTS
& AUXILIARY DRAIN****(Geographic Township of Malden, PWD-MD-2002-014)****TOWN OF AMHERSTBURG****I. GENERAL SCOPE OF WORK**

The Pike Road Drain extends along the north side of Simcoe Street (Pike Road – County Road 18) from the west side of the Meloche Road westerly and downstream to its outlet in the 2nd Concession Road Drain South at Fryer Street. The work under this project generally comprises of repair and improvements to the drainage system and construction of an Auxiliary Drain to provide for 1:100 year flow conveyance to the downstream outlet and storm water management (S.W.M.) pond that will be provided as part of the works to the 2nd Concession Road Drain South. To minimize and relieve flooding along the Pike Road Drain and developments to the north, an Auxiliary Drain is proposed along the south side of a portion of Simcoe Street with connections from the north side. The Auxiliary Drain will extend south to the rear of the lots located along the south side of Simcoe Street and then westerly to the open portion of the 2nd Concession Road Drain South near Fryer Street at the back of the Parkland and Saint Jean-Baptiste elementary French school parcels. Work on the project will generally include stripping topsoil and windrowing and stockpiling same for future use, excavation of the new open drain swale with loading, hauling and disposal of excess materials by Contractor, construction of covered drainage systems along Simcoe Street and along the north side of the open development lands abutting the lots on the south side of Simcoe Street, together with appurtenances including catch basins and maintenance holes. Ancillary work will include restoration of all roads, driveways, and boulevard areas, and topsoil placement, seeding, and mulching of all disturbed areas. Along the open drain swale, work will include a tile subdrain, and quarried limestone rock on filter cloth protection and cable concrete installation at bends and other potential erosion locations.

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix “REI-C”**. The drain improvements and covered drains shall be of the size, type, depth, etcetera, as is shown in the accompanying drawings, as determined from the Benchmarks, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream into the 2nd Concession Road Drain South and Big Creek channel. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage systems. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work sites subsequent to construction. The Contractor will be required to provide temporary silt fencing and straw bales as outlined further in these specifications. The newly constructed open drain swale will have to be vegetated prior to removal of straw bales or silt fencing at the downstream end. Once the drain is vegetated, the downstream end shall be opened, and the Contractor shall carry out any repairs and touch ups to the new open drain swale.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) and the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available, and the notes in **Appendix “REI-A”**. The notes include provisions for offsetting and mitigation measures to be carried out along the course of the newly excavated open drain swale. The Contractor is advised that no work may be carried out in the existing downstream open drains from March 15th to July 15th of any given year

because the drain is directly connected to downstream waters that are classified as sensitive to impacts on aquatic life and habitat by E.R.C.A. and D.F.O.

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

- a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
- b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- c) 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 their Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained and upgraded as required.
- d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
- e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.

III. M.N.R.F. – M.E.C.P. CONSIDERATIONS

The Contractor is to note that this project has gone through the Ministry of Natural Resources and Forestry (M.N.R.F.) and Ministry of Environment, Conservation and Parks (M.E.C.P.) screening process by way of a Species at Risk (S.A.R.) Town Endangered Species Act (E.S.A.) former Agreement review and submissions to and responses from M.N.R.F. and M.E.C.P. They have noted that the Eastern Fox Snake is a species that needs to be protected in this area. A copy of the relevant information that was provided by them is included herein as part of **Appendix “REI-B”**.

The Contractor is to review **Appendix “REI-B”** in detail and is required to comply, in all regards, with the contents of said M.N.R.F. – M.E.C.P. information, or any future requirements, and follow the special requirements therein included, during construction.

Notwithstanding the above, the Contractor is advised that the Town has signed an **Agreement** with the Ministry of Natural Resources and Forestry (M.N.R.F.) regarding the maintenance operations on Municipal drains and the Endangered Species Act, 2007 (E.S.A.). The Drainage Superintendent has reviewed the endangered species maps and any concerns will be provided in **Appendix “REI-B”**. The review has indicated that there are no endangered fish species. Fish salvage requirements by the Contractor are included in **Appendix “REI-A”** when the drainage is being done at the outlet of the Auxiliary Drain. Certain species such as turtles and snakes are mobile and may be encountered during construction. Therefore, the mitigation requirements of the **Agreement** have been included in **Appendix “REI-B”** in their entirety for further information and use by the Contractor.

The Contractor shall contact the Drainage Superintendent if an endangered species is encountered during construction. The Contractor shall be responsible for providing the necessary

equipment and materials outlined in the mitigation requirements to address the handling of any endangered species encountered during the course of the construction work. The Contractor shall cooperate fully and assist the Drainage Superintendent or M.N.R.F. – M.E.C.P. staff in the proper handling of the endangered species as outlined in the mitigation requirements and as may be further directed by the Drainage Superintendent or the M.N.R.F. – M.E.C.P. staff and shall govern all its operations accordingly.

IV. ACCESS TO WORK

The Contractor is advised that the majority of the work to be carried out on this project extends along the north side of the lands of Rockledge Developments and Simcoe Street. The Contractor shall have access for a width of 6 metres (20 feet) along the south and east top of the banks in agricultural and open fields for the Auxiliary Drain, and a 6 metres wide easement overtop of the covered drain portions, along with the full width of the roadways abutting the proposed drainage works. The Contractor may use the entire width of the Simcoe Street and Fryer Street right-of-ways. The Contractor may utilize the right-of-ways as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveways, roadways, and lawns as necessary to carry out the replacement and removal of the existing lawn enclosure pipes, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the enclosures to carry out the required construction of the new and replacement structures and ancillary work. On the north side of Simcoe Street, the Contractor shall have access onto the private lot to connect the Auxiliary Drain to the existing covered Pike Road Drain drainage system, taking care to remain within the 6m wide access over the drain, and minimizing any impact to the north side of the existing drain. All disturbed areas shall be restored to a like or better condition upon completion of the work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close the roadway for the proposed works, it shall obtain the permission of the Town Drainage Superintendent and Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, the road authority, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the Amherstburg Public Works Department and the County of Essex.

Throughout the course of the work, it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the lawn areas of residential properties. Due to the extent of the work and the area for carrying out the work, the Contractor will be required to carry out all of the necessary steps to direct traffic and provide temporary diversion of traffic around work sites, including provision of all lights, signs, flag persons, and barricades required to protect the safety of the traveling public. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding, mulching, and granular and asphalt placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees, or rubbish along the course of the drainage works, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put into piles by the Contractor in locations where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Prior to and during the course of any 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. The Contractor will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical within the roadway allowances and on private lands. Where decorative trees or shrubs are located directly over drainage pipes, the Contractor shall carefully extract same and turn them over to the Owner when requested to do so and shall cooperate with the Owner in the reinstallation of same if required.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration. The Contractor shall endeavor to protect the tree at the northwest corner of Martin Crescent and Simcoe Street if possible.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain and any such materials located along the enclosures and covered drains while carrying out its cleaning and repair and improvement of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VI. FENCING

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to reinstall any fence that is taken down in order to proceed with the work, and the fence shall be reinstated in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the fence so removed, the Contractor shall replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner.

VII. DETAILS OF OPEN DRAIN WORK

The open drain shall be excavated to the lines, levels, grades and cross-sections as shown on the accompanying drawings, or as may be further established by the Town Drainage Superintendent or the Engineer at the time of the work. During initial construction, the outlet end of the Auxiliary Drain shall remain closed off from the existing drain with straw bales or silt fencing until the vegetation is well established and the new open drain swale section is stable. Prior to excavation of the drain swale, the Contractor shall complete any necessary brushing work along the new alignment, and then strip the topsoil and windrow it along the new drain swale for use in covering the work areas and establishing the required vegetation. Material excavated from the new drain swale shall be loaded up, hauled away and disposed of by the Contractor to a site arranged by it at its expense for the material and shall be conducted in accordance with the excess soil management regulations. The Contractor shall ensure that any topsoil fill temporarily stockpiled

along the drain course maintains current drainage of the lands and does not block any furrows, surface inlets or other drainage off the abutting lands.

When future maintenance work is carried out, the drain shall be carefully excavated so as not to disturb the existing banks, rock protection, instream features and vegetation, except for those portions of the drain where widening or restoration of a stable drain bank configuration is required. The bottom width of the drain and the sideslopes of the excavation shall conform to the dimensions given on the drawings.

The drain shall be of the size, type, depth, etcetera as shown on the accompanying drawings. When completed, the drain shall have a uniform and even bottom and in no case shall such bottom project above the grade line, as shown on the accompanying drawings, and as determined from the Benchmarks. The finished side slopes of the drain swale shall be no steeper than 5.0 metres horizontal to 1.0 metre vertical. Work includes the construction of a tile subdrain in the drain bottom as indicated on the cross sections, with connections to the main drain pipe to the east and south as shown on the plans. Maintenance work on the open drain swale shall be carefully conducted so that the covered drainage works are protected from any damage. Any damage to the covered drain system shall be repaired by the Contractor at its expense and be completed to the full satisfaction of the Town Drainage Superintendent and Engineer.

The excavated material from future maintenance work where the drain crosses any lawn, garden, orchard, roadway, or driveway, etcetera, shall be hauled away by the Contractor and disposed of to a site to be obtained by the Contractor at its expense. All work at the disposal site shall be established between the Contractor and the site owner. The Contractor shall be responsible for any permits required and shall provide copies of same to the Town and Engineer when requested, and all work shall comply with excess soil management regulations.

Where there is any brush or rubbish in the course of the drain, including both side slopes of the drain, all such brush or rubbish shall be close cut and grubbed out. Where there is any brush or rubbish where access is required, all such brush or rubbish shall be close cut and grubbed out. The whole is to be burned, chipped or otherwise satisfactorily disposed of by the Contractor.

VIII. COVERED DRAIN WORK

The Contractor shall provide all material, labour, and equipment to install the Pike Road Drain improvements and Auxiliary Drain works with new pipe and appurtenances from the north side of Simcoe Street, along the south side of Simcoe Street, and extending southerly and then westerly to the 2nd Concession Road Drain South open portion as shown on the plans. When Mulberry Court entranceway is constructed, the new roadway portion over the existing covered drain shall include full compacted Granular "A" backfill from the top of the pipe to the underside of the asphalt, placed as noted below.

The Contractor shall note that the placing of the new pipe is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent and Engineer. The new concrete and plastic pipe shall be set to the grades as noted and as shown and detailed on the plans with special care to match the inverts of the pipe to the structures at each end.

The installation of the complete length of the new pipe, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer representative prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer representative inspects and approves said pipe installation.

Once the new pipe has been satisfactorily set in place, the Contractor shall completely backfill any roadway area with granular material M.T.O. Type “B”, O.P.S. Specification Form 1010, except for the top 425mm. The top 300mm (12”) of the backfill material for the full top width of the trench across the roadway shall be granular material M.T.O. Type “A” O.P.S. Specification Form 1010, with the remaining 125mm comprising H.L.-4 hot mix asphalt, or equivalent Superpave asphalt mix, placed in 3 uniform compacted lifts. All other sections of the drain pipe shall be backfilled with select native material, thoroughly compacted around the pipe to ensure that there is minimal settlement upon completion of the work. The backfilling of the pipe, unless otherwise specified herein, shall be provided in total compliance with Item 3) and Item 4) of the “Standard Specifications for Access Bridge Construction Including Endwall Treatment, Backfilling, and Installation Procedures”. These are attached to the back of these Specifications and labelled **Appendix “REI-C”**. The Contractor shall comply in all respects with the General Conditions included in Item 4) in the “Standard Specifications” in said Appendix. All backfilling shall be completed in accordance with the above requirements and the OPSD drawings for backfill included on the plans forming part of the project.

At Simcoe Street, the Contractor shall supply and install precast concrete maintenance holes and a chamber CH1, respectively, as outlined on the plans and as set out in the Schedule of Items and Prices. The contractor shall supply offset and online catch basins as noted on the plans and in the Schedule of Items and Prices. Each precast concrete unit shall conform to the sizes and depths indicated on the plans and in the Schedule of Items. The maintenance holes and chamber shall be fitted with frames, lids, and grates as shown and noted on the plans. All maintenance holes along Simcoe Street shall be fitted with a flat top with standard 600mm access opening. The opening shall be extended up to finished grade with 600mm diameter riser sections as needed including aluminum steps in accordance with the OPSD 704.010 and as shown on the plans. All catch basin and maintenance holes shall include a minimum 450mm deep sump and be fitted with cast iron frames and grates and lift rings, or honeycomb galvanized steel grating or galvanized bar grate as outlined on the plans and in the Schedule of Items and Prices. Along the covered portion of the Auxiliary Drain the contractor shall provide tee pipes at each maintenance riser. The tee shall be 750mm diameter on both ends for connection to the drain with a 600mm stub and circular lift rings and steps that will form the riser up to existing grade as per OPSD 704.010. The top of the riser shall be fitted with a grating cover as noted on the plans. The Contractor shall note that all concrete units shall be fitted with a minimum of three and a maximum of six High Density Poly Ethylene (H.D.P.E.) lift rings, secured in place in accordance with the manufacturer’s recommendations. Catch basin tops shall generally be set 50mm below the adjacent boulevard ground elevation and be graded to ensure positive drainage and that all flows will enter the top of the unit. Shop drawings shall be provided from the supplier for any structures as noted on the plans and Schedule of Items.

The Contractor shall connect all covered drains to the concrete units with the use of a mortar joint. Said mortar joint shall be provided at the exterior of the concrete unit walls for the full circumference of the covered drain and be of a sufficient mass to produce a sealed joint, all to be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer. All grout for the mortar joint shall be provided in unopened pre-mixed bags or shall comprise of 3 parts of clean sharp sand to 1 part Portland cement with just sufficient water added to provide a stiff plastic mix. Where possible, the Contractor shall employ a standard factory fitting or adapter to connect between the various units, pipes and tiles. For offset catch basins and subdrains being connected directly to the mainline covered drain, the Contractor shall make the connection with the use of an Inserta-Tee fitting. The Inserta-Tee shall be installed by coring a properly sized hole in the side of the H.D.P.E. pipe and securing the fitting into the mainline pipe wall in accordance with the manufacturer’s recommendations.

The Contractor, as part of this project, is to connect all existing drain connections into the new covered drainage system unless the pipe is noted to be abandoned and plugged off. In the event that a lateral drain pipe is being abandoned, the plug shall comprise a minimum 305mm (12 in.) long concrete grout plug, securely packed into the end of the abandoned pipe for the full internal diameter of the pipe or be a manufactured cap designed for the purpose. The connection of the

existing tile drains and the entire installation of the new covered drain shall be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

The alignment of drains throughout shall be to the full satisfaction of the Town Drainage Superintendent and the Engineer. The whole of the work shall be done in a neat, thorough and workmanlike manner to the full satisfaction of the Town Drainage Superintendent and the Engineer.

The Contractor shall lay the covered drain to the lines, levels and grades as shown in the accompanying drawings or as may be otherwise laid out and approved by the Drainage Superintendent or the Engineer prior to the time of construction. The Contractor will be held responsible for said lines, levels, and grades of the drain pipe. Should the Engineer determine that the Contractor has not satisfactorily adhered to such lines, levels, and grades, the Engineer may direct the Contractor to take up and relay any portion of the drain which does not conform to such lines, levels and grades.

A laser beam shall be used to maintain line and grade and the Contractor shall have a qualified operator to set up and operate the equipment.

The Contractor should note that, because the covered drain is being installed with an excavator, it is expected that they will provide approximately 100mm (4") of either granular material or 19mm (3/4") clear stone bedding throughout the length of this drain pipe to ensure that a good firm base is provided under the drain pipe, and they shall provide for this item as part of their tender price.

All materials shall be stored and handled by the Contractor at its own expense. It shall be responsible for the safe storage of all materials, for obtaining storage area, for the safe transportation and distribution of all the materials at the job site, and for inspection in order to determine defects and breakage. No additional recompense will be allowed the Contractor for any loss incurred by it in the storage and handling of the materials.

Pipe, fittings, and all accessory appurtenances must be loaded and unloaded by lifting with means of a hoist or utilizing a skid so as to avoid shock or damage. Under no circumstances shall any pipe material or materials for pipe appurtenances be dropped.

Pipes shall be laid in trenches in the general location shown on the accompanying drawings or as may be specifically directed and laid out by the Engineer at the time of construction. The trench shall be located to clear all existing utilities and structures above, on, or below the ground level. The Contractor will be responsible at all times for complete investigation to determine the location of all such utilities or structures known or unknown, and it shall indemnify and save harmless the Engineer and the Municipality for any responsibility, injury, or liability arising from and damage to such utilities or structures by the Contractor.

The Contractor shall further contact or notify such utility company or commission of its intention to carry out work in the area and co-operate with such utility company or commission in the location, maintenance and preservation of all such utilities. The Contractor shall note that if the trench passes in close proximity to hydro poles, it shall temporarily brace or secure such poles as it deems necessary to prevent any damage to the utility. The location of the pipes and appurtenances as shown on the drawings is approximate and may be changed by the Engineer if deemed advantageous for the progress of the work.

The trenches are to be excavated where directed. If any part of the bottom of the trench is found to be unsound or in any way unsuitable to lay the pipe in the Town Drainage Superintendent's or the Engineer's opinion, they may direct that the location of said trench be changed if it is possible to avoid unsound soil by doing so. The Contractor shall note that exploratory digs may be required by it to establish the depth of water services, particularly along the deepest portions of the proposed Municipal drainage system. The covered drain should clear all service connections that have been provided to the private lands, but the Contractor shall take steps to ensure that

these are protected from any damage during the course of its works particularly where those service connections are shallow and may be just below the covered drain invert level. Where water services are impacted by the covered drain installation, the Contractor shall coordinate its lowering operations with the Town Water Department and ensure that all of their requirements are met, including notice to any Owners who may be affected by temporary shutdown of the water supply.

Should the Contractor discover any utility conflicts with existing utilities during the course of the work, that requires the relocation of same as established by the Town Drainage Superintendent or Engineer, the Contractor shall give that utility the opportunity to make any adjustments to their services if required, which work shall be done by the utility at the expense of the utility pursuant to Section 26 of the Drainage Act. The Contractor shall note that the water services or mains that are to be lowered by them shall be done on a unit cost basis as set out in the Schedule of Items and Prices. The Contractor shall provide all couplings, fittings and pipe necessary to carry out any lowering of the water services and mains along the project. All work shall be carried out in accordance with the Town Water Department requirements for same and shall be completed to their full satisfaction including utilization of proper materials and disinfection procedures to ensure that no contamination of the existing water system will occur, and there shall be no leaks.

All excavation shall be made in compliance with the drawings and in such a manner and at such depths and widths as will give ample room for installing the pipe, the bracing, sheeting, or otherwise supporting the sides of the excavation and for the pumping of ground water if encountered. The Contractor is fully responsible for the safety of all its people and equipment and must conform completely to the provisions of the "Construction Safety Act".

The bottoms of the trenches must be carefully excavated and trimmed to the elevation and shape of the bottom of the pipe. The bottom of each trench shall be recessed to receive the pipe in order to allow the pipe to be uniformly supported on firm undisturbed earth or compacted bedding for its entire length. Where shown on the plans the Contractor shall provide the reinforced concrete pipe support beam and bedding and rigid insulation for the pipes where protection of existing infrastructure services below the pipe is required. Corrections in depth of excavation caused by the Contractor excavating to an extent greater than that required for the elevation of the pipe shall be made by bedding the pipe with granular material 20mm (3/4") clear stone placed at the time that the pipes are being installed.

The trenches shall be excavated to the depths given by the Engineer and only as far in advance of the pipe installation as permitted by the said Engineer or the Town Drainage Superintendent.

If any part of the bottom of the trench is found to be unsound or in any way unsuitable in the Town Drainage Superintendent's or the Engineer's opinion to lay drain pipe, the Contractor shall remove as much material as may be required and shall replace same with sufficient approved granular material 20mm (3/4") clear stone to form a sound bed for the pipe. The Contractor shall be paid an extra for such additional excavation and for supplying and placing of the granular material in place of unsound soil as per the unit price established for same in the Form of Tender.

No extras will be allowed for excavating any hardpan, boulders, rocks, cobbles, ice or other obstacles found in the excavation or in the line of the trench or for any pumping or bailing of water required in the execution of the work. The trench must be drained or pumped in order to avoid the necessity of making joints under water. The trench must also be drained to avoid any possibility of ground water entering the pipe in the trench until the installation has been successfully completed.

The Contractor shall be responsible for the safe and proper handling of the pipe and shall inspect all pipes to ensure that no cracks, chips or defects exist in the pipe prior to placing the pipe in the drain line. Should the Contractor permit damaged pipe or materials to be installed in the drain, it shall be responsible for the removal and replacement of same at its own expense should the Engineer require such removal and replacement.

If the drain pipe is laid in freezing weather, the Contractor shall take all the necessary precautions to prevent damage to the pipe or to any of the materials used in the construction of the work. In addition, the Contractor shall take care that no frozen ground or backfill is placed in the trench backfilling adjacent to the drain pipe.

All drain pipes and the various other materials used in the placing of said pipe shall be installed in strict compliance with the manufacturer's recommendations.

The Contractor shall also be required, as part of the drain pipe installation, to satisfactorily connect all intercepted tiles or pipes into the new covered drain. When intercepted tiles or pipes are to be connected, the Contractor shall be required to utilize a standard tee fitting or neatly cut the pipe walls with either a hole saw, concrete saw or welding torch where applicable, and connect the existing tiles or pipes to the new covered drain with a mortar joint or where possible, a plastic connecting adapter. The Contractor shall provide all of the above equipment and materials required to connect all intercepted tiles or pipes at no extra cost to the project, and all of same shall be performed to the full satisfaction of the Town Drainage Superintendent or the Engineer and shall not be backfilled until it is inspected by them.

Backfill for the drain pipe shall be in accordance with the specifications noted previously. In the driveway entrance areas, the Contractor shall provide all granular backfill comprising Granular "B", compacted to 98% S.P.D. to within 300mm of the underside of any existing driveway. The top 300mm of the granular backfill shall comprise Granular "A" compacted to 100% S.P.D. If the driveways have asphalt surfaces, the top of the trench shall be completed with a minimum 90mm thick lift of hot mix HL-4 asphalt (or equivalent SuperPave mix) or to match the existing asphalt thickness, in maximum 50mm thick lifts. All asphalt shall be carefully placed and compacted in place with rollers or plate tampers to achieve 92% to 96% of maximum relative density in accordance with O.P.S.S. 310. The Contractor shall at all times be very careful when performing its backfilling and compaction operations so that no damage is caused to the covered drain. To ensure that no damage is caused to the proposed drain pipe, alternative methods of achieving the required backfill compaction shall be submitted to the Engineer or the Town Drainage Superintendent for their approval prior to the commencement of this work.

The Contractor shall note that during future maintenance it will also be required to cut across any asphalt and concrete that may be intercepted by the covered drain work. Said areas shall also be restored utilizing hot mix asphalt or concrete placed in accordance with the requirements established previously in these specifications.

The Contractor shall take steps to protect all legal survey bars and markers during the course of its work. If any bars are removed or damaged, the Contractor shall arrange for a legal surveyor to replace same, all at its cost.

All of the work towards the construction of the covered drain shall be performed in a neat and workmanlike manner and the general site shall be restored to its original condition, and all of same is to be performed to the full satisfaction of the Town Drainage Superintendent and Engineer. Excess soils shall be handled as set out in any special provisions of the tender documents and may include temporary storage, loading, and hauling to a required disposal site.

The Contractor will be required to provide topsoil and sod or seed and mulch all areas along the length of the new covered drain installation and areas where the old pipe has been removed. Outside of the roadway limits the topsoil shall consist of good clean, dry loam, fine graded and compacted in place and ready for sodding or seeding and mulching in accordance with O.P.S.S. Form 802. The seeding and mulching operation shall be carried out according to O.P.S.S. Form 804 and all of this work is to be performed to the full satisfaction of the Town Drainage Superintendent and Engineer.

IX. CONSTRUCTING NEW SWALES

The Contractor shall provide all labour, material, and equipment, needed to construct the swale drains to the lines, levels, and grades as is shown and detailed in the accompanying drawings. The centreline of swale finished grade elevation and the finished swale cross section at various locations along the length of the drain are to be provided as is shown and detailed in the design drawings. The Contractor shall be required to strictly adhere to this swale design unless otherwise directed and approved by the Town Drainage Superintendent or Engineer on the project. The drawings include the approximate location of the swale along the new pipes along the length of the covered drains. The Contractor shall adhere to same unless otherwise directed by the Town Drainage Superintendent or the Engineer. Where shown on the plans the Contractor shall provide for a perforated H.D.P.E. tile drain below the bottom of the swale centreline bedded in 19mm clear stone wrapped with non-woven geotextile filter cloth. The “French drain” tile shall be connected to the covered drain at 60m intervals utilizing 100mm diameter perforated H.D.P.E. tile drain with filter cloth sock outlets. The outlet to the main covered drain shall be connected utilizing a tee fitting fabricated on the main drain or an Inserta Tee fitting installed in accordance with the manufacturer’s specifications.

The swale shall generally be constructed with a V-section, having minimum 5 horizontal to 1 vertical side slopes. All swales shall be graded to ensure positive flow of the surface drainage from the abutting lands into the top of any catch basins that act as outlets for the particular swale section. All materials excavated from the swale, except scavenged topsoil, including all deleterious materials shall be loaded up and hauled away and disposed of by the Contractor to a site to be obtained by it at its own expense in accordance with the excess soil management regulations and the Lucente Engineering plan in Appendix “REI-D”.

All swales and boulevard areas are to be completely restored with topsoil, seed and mulch. Where required by the work, all disturbed and newly filled areas and surfaces of newly graded shallow swales shall be covered with approximately 50mm of topsoil fine graded. Across all other grass boulevard areas, the swale and drain banks shall be restored by utilizing a seed and mulch mix and shall be thoroughly restored to their pre-construction conditions. The placing and grading of all topsoil and seeding shall be carefully and meticulously carried out according to the specifications above. The Contractor shall provide watering of sod and seed areas in accordance with O.P.S.S. 804 requirements. As part of the work, the Contractor must provide a full one (1) year guarantee on all sod, seeding and mulching work, and will be required to repair all areas that erode or where the grass cover fails to catch. All work shall be meticulously done and completed in a good and workmanlike fashion to the full satisfaction of the Town Drainage Superintendent and the Engineer.

X. REMOVALS

Where existing access pipes are to be completely removed and replaced or abandoned, the Contractor shall be required to excavate and completely extract the existing pipe, and any ancillary items, in their entirety, including any other deleterious materials that may be encountered in removing same. The Contractor shall neatly saw cut any concrete or asphalt surfaces over the pipes for a sufficient width to allow for the safe removal of same or go to the nearest expansion joint panel of the concrete driveways. The Contractor shall also be required to completely dispose of all removed materials to a site to be obtained by it at its own expense. The Contractor shall dispose of any debris resulting from the work.

All unsuitable and deleterious materials from the excavation and removal of the existing drainage works and drain work at lawn areas shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Likewise, any material excavated to allow for the granular approaches to the driveway transitions, or installation of new pipes and appurtenances shall also be hauled away and disposed of by the Contractor. The Contractor is advised that the tender documents may include special provisions for handling of excess soils from works within the

Simcoe Street right-of-way and all required guidelines for storage, loading, hauling and disposal shall be followed.

XI. ARMOUR STONE HEADWALL AND SLOPE PROTECTION

Unless otherwise shown or noted, the Contractor is to provide armour stone block headwalls at the outlet chamber CH1 as shown on the plans. The blocks shall be a minimum of 600mm wide x 600 mm high x 1200mm long, with half-length blocks used where needed to stagger the vertical joints, and the walls shall be backed with non-woven filter cloth.

The armour stone block walls are to be provided and laid out as is shown and detailed in the accompanying drawings and as is noted in the Standard Specifications in **Appendix “REI-C”**. In all cases, the block headwalls shall be provided with a minimum 300mm (12”) thick footing embedded below the drain bottom having the same width as the blocks. The footing may be precast concrete or cast in place. Joints in each course shall be staggered from the ones above and below using half blocks or equivalent, ensuring that all blocks interlock. Any voids between the blocks shall be grouted with 30MPa concrete having 6% plus/minus 1% air entrainment and extend for the full thickness of the wall. The face of the grout shall have a smooth finish that blends with the blocks. The headwalls shall be installed on a batter to be not less than 1 unit horizontal to 5 units vertical.

The installation of the block headwalls, unless otherwise specified, shall be provided in total compliance with the Items included in the **“STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION”**. These are attached to the back of this report and labelled **Appendix “REI-C”**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **“Typical Concrete Block Headwall End Protection”** detail also shown therein. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtex Construction products through Underground Specialties – Wolseley in Windsor, Ontario, or equal.

Where sloped protection is specified, the top 305mm (12”) of backfill material on the slope shall be Granular “A” compacted to 100% S.P.D. placed on non-woven filter cloth. The granular shall be covered with cable concrete material as provided from International Erosion Control Systems (I.E.C.S.) model CC-45, or equal. The cable concrete to be placed on the slope shall be underlain with a synthetic **non-woven** geotextile filter fabric. All work shall be completed in accordance with the instructions from the supplier and to the full satisfaction of the Town Drainage Superintendent or the Engineer.

XII. GENERAL QUARRIED LIMESTONE EROSION PROTECTION

As shown on the plans, it is required that general quarried limestone erosion protection and rock chutes be provided on the drain slopes, at the locations indicated, and to the widths generally shown within the details and notes included in the accompanying drawings and be no less than 1.0 metres wide. The rock chutes shall be V-shaped and constructed to direct all flows through the centre portion of the rock chute. Where the drain banks are showing erosion or slumping and distress, the Contractor shall provide quarried limestone on filter cloth general erosion protection as outlined below. Protection locations shall be as established in consultation with the Town Drainage Superintendent and Engineer.

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm, or as shown on the plans, and shall be underlain in all cases with non-woven synthetic filter mat (geotextile fabric). The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the general erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent and Engineer.

Superintendent or the Engineer during construction. In placing the erosion protection, the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the excavator bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtex Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Aggregates Amherst Quarries, in Amherstburg, Ontario, or equal.

XIII. BENCHMARKS

Also, for use by the Contractor, we have established Benchmarks along the course of the work as noted on the plans. All open drains shall be constructed to the lines, levels, sections, and grades shown on the plans based on the elevations shown and the benchmark information provided.

For each of the covered drain works, the plans include details, profiles and cross sections illustrating the work to be carried out. The Contractor shall note that in each case a specific design elevation grade has been provided for the invert at each end of the pipe. In all cases, the Contractor is to utilize the specified drain grade to set any new pipe installation. The Contractor shall ensure that it takes note of the direction of flow and sets all pipes to assure that all grades flow from east to west and north to south to match the direction of flow within the existing drain and new Auxiliary Drain.

XIV. ANCILLARY WORK

During the course of any drain construction, repair, or improvements to the open and covered drains along the course of the work, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the "Standard Lateral Tile Detail" included in the plans or specifications appendix, unless otherwise noted. Connections shall be made using a manufacturer's coupling where possible. Wherever possible, tiles shall be extended to outlet beyond the end of any access culverts or enclosures. When required, openings into new pipes shall be neatly bored, saw cut or burned with a torch to the satisfaction of the Town Drainage Superintendent or the Engineer. All cuts to steel pipes shall be touched up with a thick coat of zinc rich paint (Galvicon or equal) in accordance with the manufacturer's recommendations. For connections to plastic pipes, the Contractor shall employ Inserta-Tee fittings or equal. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of premixed bags of mortar or three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts and enclosures are to be extended and connected to the new pipe unless otherwise noted in the accompanying drawings.

Where the drain installation interferes with the discharge of an existing swale, the Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain or catch basin. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

All granular backfill for the enclosure installations shall be satisfactorily compacted in place to a minimum Standard Proctor Density of 98% by means of mechanical compaction equipment. All other good, clean, native fill material or topsoil to be utilized, where applicable, shall be compacted in place to a minimum Standard Proctor Density of 95%. All of the backfill material,

equipment used, and method of compacting the backfill material shall be provided and performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

Where the Contractor removes brick, concrete or asphalt hard surfaces over the pipes, the Contractor shall restore the hard surfaces as previously outlined. The Contractor will be responsible to restore any damage caused to these driveways and roadways at its cost and as provided for in the schedule of items and prices. All damaged hard surface driveway and roadway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work.

As a check, all of the above covered drain design grade elevations should be confirmed before commencing to the next stage of the installation. The Contractor is also to check that the invert grades are correct by referencing the Benchmark.

Although it is anticipated that the drain installation at each site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam or silt curtain in the drain bottom immediately downstream of each work site during the time of construction. The straw bale check dam or silt curtain shall be in accordance with Ontario Provincial Standards and shall be to the satisfaction of the Town Drainage Superintendent or Engineer and must be removed upon completion of the construction. The straw bales may be reused at each site subject to their condition. All costs associated with the supply and installation of the straw bale check dam or silt fencing shall be included in the cost bid for the bridge and pipe installations.

If bedrock is encountered during the installation of the drainage works, the Contractor shall provide all equipment, labour, and materials to remove sufficient bedrock to allow for the proper installation of the drainage works. All rock materials shall be loaded up, hauled away, and disposed of by the Contractor at its cost as set out in the schedule of items and prices.

XV. TOPSOIL, SEED AND MULCH

The Contractor will be required to maintain grass buffers along the top of the drain banks where there are currently open field areas. The grass buffer shall extend from the top of each bank of the Auxiliary Drain outlet swale to provide a strip of grass between the swale and the property lines on each side or any future development along the drain. The topsoil shall be prepared for seeding as noted further in these specifications. Should the existing topsoil be treated to prevent grass growth, the Contractor shall strip the existing topsoil material back and spread it on the adjacent field and supply 50mm thick imported topsoil, or topsoil material scavenged from the drain works, that is suitable for growing grass.

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure replacements, new installations, and cutting of the drain cross section and provide topsoil, seed, and mulch on the new swale section. Restoration shall be done by placing topsoil, and then seed and mulch over said areas including any specific areas noted on the pipe details. The Contractor shall be required to provide all the material and to cover the above-mentioned surfaces with approximately 50mm of good, clean, dry topsoil on slopes and 100mm of good, clean, dry topsoil on horizontal surfaces, fine graded and spread in place ready for seeding and mulching. The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above-mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804 for lawn areas and include native grass seed species in areas of the relocated drain. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

XVI. SPECIAL PROVISIONS FOR REPLACEMENT, REPAIR, AND IMPROVEMENTS

The Contractor shall provide for the construction and improvements to the existing Pike Road Drain as shown and detailed on the plans and set out in the schedule of items and prices. At Bratt Drive a brick bulkhead with 250mm diameter flow control may require removal. The Contractor shall provide all labour, equipment, and materials to carry out the work including any repairs and restoration that may be required. At Martin Crescent, the Contractor shall remove the existing 250mm diameter flow control pipe connecting between the sewer and Pike Road Drain. The existing 750mm diameter sewer on Martin Crescent shall be extended to connect to the proposed new MH4 to be constructed on the Pike Road Drain. The Contractor shall provide all the equipment, labour, and materials to carry out the modifications to the drainage system including all excavation, bedding, backfill, compaction, and restorations and repair works required, all to the full satisfaction of the Town Drainage Superintendent or Engineer. At Simcoe Street crossings the Contractor shall supply reinforced concrete support beams for the covered drain as shown on the plans and noted in the Schedule of Items. Excess soils from work in the Simcoe Street right-of-way shall be handled as set out in any Special Provisions in the tender document include storage, loading, hauling and disposal to an approved site.

General Drain Work

For all pipes and structures directly affected by the drainage works, the Contractor shall clean through the existing structures and pipes, to remove all sediment and accumulated materials, and provide for the drain cross section as shown on the profiles and plans. All cleaning and flushing work shall be carried out to the complete satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor will be required to remove all material taken out of the structures and drains or swales along roads and lawn areas and haul away and dispose of same, at a site to be obtained by it, at its own expense.

Bedrock Removal and Extra Excavation

Should the Contractor encounter bedrock during excavation for the covered drains, steps shall be taken to remove sufficient rock to allow for the pipe bedding to be installed. All excavated rock shall be loaded up and hauled away by the Contractor and disposed of at an approved site in accordance with the item in the tender form. Where unsuitable trench bottom material is encountered, the Contractor shall remove said materials as instructed by the Drainage Superintendent or Engineer with all materials loaded up and hauled away to a suitable disposal site, in accordance with the tender item for same. The unsuitable material removed shall be replaced with compacted Granular "A" pipe bedding as set out on the plans in the specifications above.

Lower Watermain

Where drain road crossings intercept the watermain along Simcoe Street, the Contractor shall coordinate the lowering of the watermain with the Town Water Department. The Contractor shall provide all equipment, labour, and materials to carry out the lowering in accordance with the detail shown on the plans. The installation shall include sand bedding and backfill and thrust restraints as shown on the detail. Work shall be completed as per the tender item included in the Contract. All flushing, pressure testing, and disinfection shall be completed in accordance with the Water Department requirements. All work shall be completed to the full satisfaction of the Water Department under their supervision.

Pipe Support Beam

Where the drain crosses the roadway over the existing sanitary sewer, the Contractor shall provide a concrete support beam as bedding for the new storm water drain. The beam shall be provided at each of the road crossings as shown and detailed on the plans. The Contractor shall provide 50mm thick rigid foam insulation immediately above the sanitary sewer. All insulation and concrete shall be installed to the dimensions shown on the plan details. Concrete shall be minimum 30 mPa strength at 28 days with 6% +/- 1% air entrainment. The Contractor shall provide continuous 15M reinforcing steel bars along each side of the pipe at the locations shown and detailed on the plans, with minimum 100mm concrete cover. The Contractor shall provide any formwork required for the proper placing of the concrete bedding with all formworks removed prior to completing the backfilling of the trench. Backfilling operations shall be carried out carefully to avoid damage to the concrete bedding and pipes.

XVII. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Amherstburg, the County of Essex, and the Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Amherstburg or the Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it 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 the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town 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 Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.
- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. The Contractor shall coordinate temporary loss of access with the affected owners when replacing access bridges. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Engineer so that steps can be taken by the Town to

address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.

- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) During the course of the project the Contractor shall deal with any excess soil management from the project in accordance with Ontario Reg 406/19 pursuant to the Environmental Protection Act, R.S.O. 1990, c. E.19 and any subsequent amendments to same.
- j) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- k) The Contractor will be required to submit to the Town, a Certificate of Good Standing from the "Workplace Safety and Insurance Board" prior to the commencement of the work and the Contractor will be required to submit to the Town, a Certificate of Clearance for the project from the "Workplace Safety and Insurance Board" before Final Payment is made to the Contractor.
- l) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Owner. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Owner in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.
- m) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project and shall name the Town of Amherstburg and its' officials, and the County of Essex and the Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Engineer prior to the commencement of work.
- n) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 60 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:

- i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
- ii) proof of advertising
- iii) a Statutory Declaration, in a form satisfactory to the Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

The Contractor shall satisfy the Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Act, 2018 and its' subsequent amendments have been adhered to by the Contractor.

- o) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section, or sections, from the Canadian Construction Documents Committee C.C.D.C.2 shall govern and be used to establish the requirements of the work.
- p) Should extra work be required by the Town Drainage Superintendent or Consulting Engineer, and it is done on a time and material basis, the actual cost of the work will be paid to the Contractor with a 15% markup on the total actual cost of labour, equipment and materials needed to complete the extra work.

APPENDIX "REI-A"

Pike Road Drain and 2nd Concession Drain South - Notice of Site Meeting

1 message

Cynthia Casagrande <CCasagrande@erca.org>

Wed, Jun 1, 2016 at 10:35 AM

To: Eric Chamberlain <echamberlain@amherstburg.ca>

Cc: Nicole Humber <nhumber@amherstburg.ca>, Gerard Rood <gerard@roodengineering.ca>, John Henderson <JHenderson@erca.org>, Dan Jenner <DJenner@erca.org>

Dear Eric:

PWD-MD-2002-014

REI Project 2015D024

This office has received the Notice of Site Meeting scheduled for Thursday, June 2, 2016 regarding the proposed repair and improvement on the Pike Road Drain and 2nd Concession Road Drain South. Unfortunately, we are unable to attend this meeting.

A review of our floodplain mapping for the Pike Road Drain and 2nd Concession Drain South indicates that these drains are 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.

This office has had extensive involvement regarding the earlier phases of this overall project. We would recommend scheduling a meeting with representatives of the Town, the Engineer, and ourselves here at the ERCA office to review and outline all ERCA concerns and requirements for this portion of the project to move forward.

Any requirements and/or conditions of development specified by the MNRF and/or DFO would need to form a component of the overall permit issued from this office for the proposed works.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

Cynthia Casagrande

Regulations Coordinator

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

Essex ON N8M 1Y6

[519\) 776-5209, Ext. 349](tel:5197765209)



Gerard Rood <gerard.reinc@gmail.com>

RE: Pike Road Drain & Auxiliary Drain Outlet - Amherstburg - REI2015D024

1 message

Ashley Gyori <AGyori@erca.org>
To: Gerard Rood <gerard@roodengineering.ca>
Cc: Shane McVitty <smcvitty@amherstburg.ca>

Tue, Nov 2, 2021 at 11:33 AM

Good morning Gerard,

Thank you for providing a copy of the preliminary drawings for the proposed works to the Pike Road Drain & Auxiliary Drain Outlet. We've had the opportunity to review the information and can confirm that, based on the preliminary design as presented, our office does not have any concerns with respect to Section 28 of the *Conservation Authorities Act*.

We look forward to receiving a copy of the final engineer's report and drawings. Prior to undertaking any works to the drain, we will require an application for permit from the municipality.

If you have any questions, please do not hesitate to contact me.

Kind regards,

cid:image001.jpg@01D5FC43.D7CF67C0 ASHLEY GYORI

Regulations Analyst

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311 Essex, Ontario N8M 1Y6

agyori@erca.org essexregionconservation.ca

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****NOTE: As per public health guidelines, our offices are closed to the public, but staff are working remotely to provide responses to inquiries and review applications as efficiently as possible. Your patience and understanding is greatly appreciated at this time. ****

From: Gerard Rood <gerard@roodengineering.ca>
Sent: Friday, October 8, 2021 11:23 AM
To: Ashley Gyori <AGyori@erca.org>
Cc: Shane McVitty <smcvitty@amherstburg.ca>
Subject: Pike Road Drain & Auxiliary Drain Outlet - Amherstburg - REI2015D024

Good morning Ashley:

We are working on finalizing the drainage report for this project. Attached are the plans that will form part of the report. We would appreciate your review of the plans and any comments or input that you may have for satisfying ERCA. Please contact us if you have any questions or concerns.

Thank you for your time and help on this. We look forward to hearing from you.

Regards,

Gerard Rood, P.Eng.

ROOD ENGINEERING INC.
[9 Nelson Street](#)
Leamington, Ontario
N8H 1G6

Phone: 519-322-1621

Fax: 519-322-1979

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2021-10-08 Pike Rd Dr & Aux Dr plans.pdf

4706K

STANDARD E.R.C.A. AND D.F.O.
MITIGATION REQUIREMENTS

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

- Work will not be conducted at times when flows are elevated due to local rain events, storms or seasonal floods. In-water works will not be undertaken between March 15th and June 30th.
- New culverts are to be installed with a minimum 10 % embedment below the existing bottom or design bottom of the drain (whichever is lower).
- All new culverts must provide for fish passage. Typically, culvert lengths that do not exceed 15.0 metres do not create an obstruction to fish passage. Depending on the proposed culvert diameter, however, longer lengths may be allowed. Concerns with longer culverts relate to velocity, loss of riparian habitat, etc. (Note: IF longer culvert lengths are proposed, we recommend that they be reviewed with this office prior to finalizing the engineer's report. Ultimately, it is the proponent's responsibility to undertake the necessary studies to confirm that the proposed length will not be a barrier to fish passage.)
- All disturbed soils on both banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- 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.
- Silt or sand accumulated in the barriers/traps must be removed and stabilized on land once the site is stabilized.
- All activities, including maintenance procedures, should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water. Vehicular refueling and maintenance should be conducted away from the water.

Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

PLEASE NOTE: This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

Measures

- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.

- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- 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.

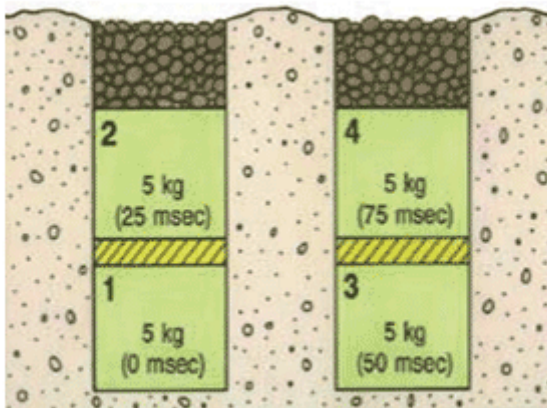
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- 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.

- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody 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 waterbody 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 onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated 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, underwater cable installation).
 - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies 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.
 - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental 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.
- 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.
 - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
 - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
 - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
 - The screen face should be oriented in the same direction as the flow.
 - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
 - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
 - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
 - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
 - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
 - Provision should be made for the removal, inspection, and cleaning of screens.
 - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
 - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
 - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

Figure 1: Sample Blasting Arrangement



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- 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 waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- 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.

Date modified:
2013-11-25

SECTION II
SPECIFICATIONS
FOR FISH SALVAGE

GENERAL
SECTION 201

The Work shall include the capture, salvage and release of fish that are trapped or stranded as the result of the Contractor's operations, at locations identified in the Fish Salvage Plan, and in co-operation with the Essex Region Conservation Authority (E.R.C.A.).

Fish capture shall be performed prior to dewatering, and in such manner that will minimize the injury to the fish.

MATERIALS
SECTION 202

All materials required for fish capture, salvage and release shall be supplied by the Contractor.

CONSTRUCTION
SECTION 203

The Contractor shall not commence any fish capture, salvage and release work until the Fish Salvage Plan has been accepted by the Consultant and the Conservation Authority. All work shall be performed in accordance with the Fish Salvage Plan unless otherwise determined by the Consultant or the Conservation Authority.

The Contractor shall ensure an ice-free pool is maintained throughout all fish capture and release operations.

All fish shall be captured within the area specified, and released at an acceptable location in the downstream water body. Fish shall be captured by electro fishing, netting, seining, trapping, or other method acceptable to the Consultant and/or the Conservation Authority.

MEASUREMENT AND PAYMENT
SECTION 204

Payment for this Work will be made at the lump sum price bid for "Fish Capture and Release". The lump sum price will be considered full compensation for all labour, materials, equipment, tools and incidentals necessary to complete the Work to the satisfaction of the Consultant.

APPENDIX "REI-B"

RE: Pike Road Drain Auxiliary Outlet & 2nd Concession Road Drain Relocation - Amherstburg - REI2015D024

1 message

ESA Screening Request Aylmer District (MNRF)
<ESAScreeningRequest.AylmerDistrict@ontario.ca>

Mon, May 2,
2016 at 11:14
AM

To: Gerard Rood <gerard@roodengineering.ca>

Cc: "ESA Screening Request Aylmer District (MNRF)" <ESAScreeningRequest.AylmerDistrict@ontario.ca>

Hello Mr. Rood,

The Species at Risk in Ontario (SARO) List is Ontario Regulation 230/08 issued under the *Endangered Species Act, 2007* (ESA 2007). The ESA 2007 came into force on June 30, 2008, and provides both species protection (section 9) and habitat protection (section 10) to species listed as endangered or threatened on the SARO List. The current SARO List can be found on e-laws (<http://www.e-laws.gov.on.ca/navigation?file=home&lang=en>).

An initial SAR screening has been completed for the Pike Road Drain Auxiliary Outlet and 2nd Concession Drain Relocation, Amherstburg.

The proposed project is occurring within regulated habitat for **Eastern Foxsnake (Endangered)**.

Please note that this is an initial screening for SAR and the absence of an element occurrence does not indicate the absence of species. The province has not been surveyed comprehensively for the presence or absence of SAR, and MNR data relies on observers to report sightings of SAR. Field assessments by a qualified professional may be necessary if there is a high likelihood for SAR species and/or habitat to occur within the project footprint.

It is important to note that changes may occur in both species and habitat protection which could affect whether proposed projects may have adverse effects on SAR. The Committee on the Status of Species at Risk in Ontario (COSSARO) meets regularly to evaluate new species for listing and/or re-evaluate species already on the SARO List. As a result, species designations may change, which could in turn change the level of protection they receive under the ESA 2007. Also, habitat protection provisions for a species may change if a species-specific habitat regulation comes into effect.

If an activity or project will result in adverse effects to endangered or threatened species and/or their habitat, additional action would need to be taken in order to remain in compliance with the ESA 2007. Additional action could be applying for an authorization under section 17(2)c of the ESA 2007, or completing an online registry for an ESA 2007 regulation, if the project is eligible.

Please be advised that applying for an authorization does not guarantee approval and the process can take several months. Please visit MNR's website to determine whether a project may be eligible for the online registry process (http://www.mnr.gov.on.ca/en/About/2ColumnSubPage/STDPROD_104342.html). Questions

about the registry process should be directed to MNR's Registry and Approval Services Centre at [1-855-613-4256](tel:1-855-613-4256) or at mnr.rasc@ontario.ca.

Kyle Stanley

Management Biologist

Aylmer District

Ministry of Natural Resources and Forestry

615 John Street N.

Aylmer, ON N5H 2S8

Phone: [519-773-4785](tel:519-773-4785)

Fax: [519-773-9014](tel:519-773-9014)

kyle.stanley@ontario.ca



TOWN OF AMHERSTBURG

ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES

16. Training and Required On Site Materials for Snakes

16.1. The Municipality will ensure any person:

- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
- (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes

17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:

- (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
- (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
- (c) remove the temporary snake barriers immediately upon completion of the Activity.

17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

18. Measures for Encounters with Snakes During a Sensitive Period

18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:

- (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
- (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
- (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
- (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

19. Measures for Encounters with Snake Nests

19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:

- (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
- (b) capture and transfer all injured dispersing juveniles of that Species into a light coloured drawstring cotton sack;
- (c) place all cotton sacks with the captured injured individuals into a Holding Tub;
- (d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

20. Measures for Encounters with Snakes Outside of a Sensitive Period

20.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:

- (a) follow the requirements in section 16;
- (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
- (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
- (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
- (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
- (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

21. Release of Captured Individuals Outside of a Sensitive Period

21.1. Where uninjured individuals are captured under section 20.1, they shall be released:

- (a) within 24 hours of capture;
- (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
- (c) in an area that will not be further impacted by the undertaking of any Activity;
- and
- (d) not more than 250 metres from the capture site.

21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

22. Measures for Dead Snakes

22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:

- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
- (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.



TOWN OF AMHERSTBURG

ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES

9. Training and Required On Site Materials for Turtles

9.1. The Municipality will ensure any person:

- (a) involved in the capture, temporary holding, transfer and release of any turtle Species has received training in proper turtle handling procedures; and
- (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

10. Activities undertaken in Sensitive Areas and Sensitive Periods for Turtles

10.1. Subject to section 10.2, where a proposed Activity will occur in a Sensitive Area for any Turtle Species and during a Sensitive Period for that Species, the Municipality shall:

- (a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;
- (b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;
- (c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and
- (d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.

10.2. Section 10.1 does not apply where the applicable Drainage Works are:

- (a) in a naturally dry condition;
- (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
- (c) a closed drain.

11. Measures for Encounters with Turtles During a Sensitive Period

11.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:

- (a) capture and transfer all uninjured individuals of that Species into a Holding Tub;
- (b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;
- (c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and
- (d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

12. Measures for Encounters with Turtles Laying Eggs or Nest Sites

12.1. Where one or more individuals belonging to a turtle Species laying eggs, or an active nest site of any turtle Species, is encountered in undertaking an Activity in a Work Zone, the Municipality shall:

- (a) not disturb a turtle encountered laying eggs and not conduct any Activities within 20 metres of the turtle while it is laying eggs;
- (b) collect any displaced or damaged eggs and capture any injured dispersing juveniles and transfer them to a Holding Tub;
- (c) store all captured injured individuals and collected eggs out of direct sunlight;
- (d) immediately Contact the MNR to seek direction and to arrange for the transfer of any injured individuals and eggs;
- (e) immediately stop any disturbance to the nest site and recover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (f) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (g) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (h) mark out the physical location of the nest site for the duration of the project but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (i) where there are no collected eggs or captured individuals, record relevant information and Contact the MNR within 72 hours to provide information on the location of the nest site.

13. Measures for Encounters with Turtles Outside of a Sensitive Period

13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:

- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
- (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
- (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
- (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
- (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

14. Release of Captured Individuals Outside of a Sensitive Period

14.1. Where uninjured individuals are captured under section 13.1, they shall be released:

- (a) within 24 hours of capture;
- (b) in an area immediately adjacent to the Drainage Works;
- (c) in an area that will not be further impacted by the undertaking of any Activity;
- and
- (d) not more than 250 metres from the capture site.

14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

15. Measures for Dead Turtles

15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:

- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
- (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

SNAKES OF ONTARIO IDENTIFIER



An identification guide to the Massasauga Rattlesnake and other Ontario snakes.

Recovery through education and conservation.

This guide will help you identify the Massasauga Rattlesnake and other snakes in Ontario. The Massasauga is one of five Ontario snakes with blotches. Snakes on this identifier are grouped by appearance (blotched, striped and no pattern). When you see a snake, look at its size and pattern. Does it have blotches, stripes, or no pattern?

Snakes are illustrated at quarter-life size. These snakes are not found in all Ontario regions. Consult a field guide for maps of snakes in your area. The size of snakes includes U.S. populations as listed in 'Conant, Roger and Joseph T. Collins. 1991 *A Field Guide to Reptiles and Amphibians of Eastern and Central North America*. 3rd edition. Houghton Mifflin Co. Boston'

For information on the Toronto Zoo's Rattlesnake Workshop write to:

Toronto Zoo - Rattlesnakes
361-A Old Finch Ave.
Scarborough, ON, CANADA M1B 5K7
email: alentini@torontozoo.ca
Visit the Massasauga Rattlesnake Recovery Team website: www.massasauga.ca

Milk

Lampropeltis triangulum

- 61-90 cm; record 132.1 cm
- Cream, tan, or light grey with red or dark brown black-bordered blotches or rings on back alternating with blotches along each side
- Young have red blotches bordered in black
- Blotch on neck may appear Y or V shaped
- Belly whitish with black checkerboard pattern
- Scales smooth; anal scale single
- Lays eggs
- SPECIAL CONCERN (COSEWIC); SPECIAL CONCERN (OMNR)



Green/Brown Phase



Blotched Phase



Eastern Hog-nosed

Heterodon platirhinos

- 51-84 cm; record 115.6 cm
- Large dark blotches down back alternating with smaller blotches along sides
- When threatened, spreads neck to display darker neck pattern and will roll over to play dead
- Can be blotched phase, plain grey, green-brown or even black
- Heavy-bodied
- Flat head with upturned snout
- Belly yellow-grey with greenish grey pattern
- Underside of tail lighter colour than body
- Scales keeled; anal scale divided
- Lays eggs
- THREATENED (COSEWIC); THREATENED (OMNR)



Northern Water

Nerodia sipedon sipedon

- 61-106.7 cm; record 140.5 cm
- Well patterned individuals have reddish brown squarish blotches down back with row of alternating blotches along each side
- At front of body, some blotches extend as saddles over back and on to sides
- Pattern on older individuals may be obscured and they appear black or brown
- Usually found in or near water
- Belly cream with irregular rows of reddish half moon crescents
- Scales keeled; anal scale divided
- Gives birth to live young

Lake Erie Water

Nerodia sipedon insularum

- 61-106.7 cm; record 140.5 cm
- A sub-species of the more wide spread Northern Water snake
- Range from uniformly grey with no markings to dark grey-brown with some banding
- Only found at western end of Lake Erie and on Pelee and surrounding islands
- Belly whitish yellow to grey
- Scales keeled; anal scale divided
- Gives birth to live young
- ENDANGERED (COSEWIC); ENDANGERED (OMNR)



Eastern Fox

Elaphe gloydi

- 91-137 cm; record 179.1 cm (large snake)
- Yellow-brown with large brown or black blotches on back that alternate with smaller blotches along sides
- May have red-brown head
- Belly yellow with black checkerboard pattern
- Scales weakly keeled; anal scale divided
- Lays eggs
- THREATENED (COSEWIC); THREATENED (OMNR)

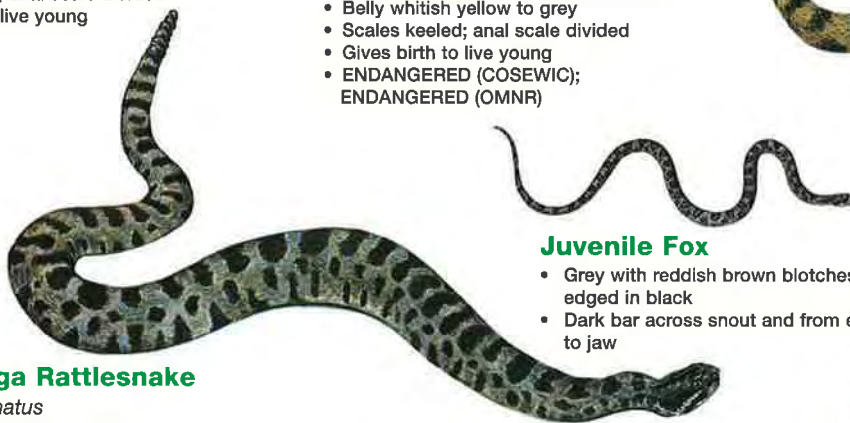
Juvenile Fox

- Grey with reddish brown blotches edged in black
- Dark bar across snout and from eye to jaw

Massasauga Rattlesnake

Sistrurus catenatus

- Ontario's only venomous snake
- 47.2-76 cm; record 100.3 cm
- Grey to brownish grey with darker blotches along back and several rows of alternating blotches along sides; blotches edged in white
- Black snakes with no pattern, very rare
- Pit on each side of head between eye and nostril
- Distinct segmented rattle
- Tail thick, squarish; does not taper to a point like all others
- Does not always rattle a warning; relies on pattern and remaining motionless to go undetected
- Heavy bodied; often found coiled
- Belly black
- Scales keeled; anal scale single
- Gives birth to live young
- THREATENED (COSEWIC); THREATENED (OMNR)



DeKay's Brown

Storeria dekayi

- 23-33 cm; record 49.2 cm (small snake)
- Light grey-brown to red-brown
- Two rows of spots along light coloured stripe on back
- Rows of spots may be joined by narrow lines
- Dark downward bar on side of head
- Juveniles have three yellowish spots on neck
- Belly cream or pinkish
- Scales keeled; anal scale divided
- Gives birth to live young

Northern Red-bellied

Storeria occipitomaculata occipitomaculata

- 20.3-25.4 cm; record 40.6 cm (small snake)
- Reddish brown to grey-brown in colour
- Three light brown or yellow spots on neck
- Orange-red belly; few dark spots may be present
- Scales keeled; anal scale divided
- Gives birth to live young

Smooth Green

Opheodrys vernalis

- 30.3-51 cm; record 66 cm
- Bright green and shiny
- Belly white or yellow
- Scales smooth; anal scale divided
- Lays eggs

Ring-necked

Diadophis punctatus

- 25.4-38 cm; record 70.6 cm
- Shiny steel blue, slate or brown in colour
- Neck ring and belly orange-yellow
- Scales adjacent to neck ring darker
- Belly has interrupted row of small black spots
- Scales smooth; anal scale divided
- Lays eggs

Eastern Ribbon

Thamnophis sauritus

- 45.7-66 cm; record 96.5 cm
- Black with 3 yellow stripes
- Lateral stripes on scale rows 3 and 4
- Distinct white half-moon spot in front of eye
- May have brown colour along each side of belly
- Belly yellow-green
- Scales keeled; anal scale single
- Gives birth to live young
- SPECIAL CONCERN (COSEWIC); SPECIAL CONCERN (OMNR)



Stripe on scale rows three and four

Queen

Regina septemvittata

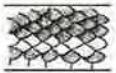
- 38-61 cm; record 92.1 cm
- Yellow-brown with yellow stripe along lower flank
- 3-5 dark stripes may be found on back
- Belly cream-yellow; brown stripes may be visible
- Usually found near rivers and marshes
- Scales keeled; anal scale divided
- Gives birth to live young
- THREATENED (COSEWIC); THREATENED (OMNR)

Eastern Garter

Thamnophis sirtalis sirtalis

- 45.7-66 cm; record 123.8 cm
- Black, green or brown with three yellow or yellow-green stripes
- Stripes may be orange or reddish in some parts of range
- Some snakes may be all black with no stripes (melanistic)
- Lateral stripes on scale rows 2 and 3
- May have dark scales or spots between stripes giving it a checkered pattern
- Belly yellowish green
- Scales keeled; anal scale single
- Gives birth to live young

Stripe on scale rows two and three



Blue Racer

Coluber constrictor foxii

- 90-152 cm; record 182.90 cm (large snake)
- Grey to greenish blue
- Head dark, throat white
- Belly light blue
- Only found on Pelee Island
- Scales smooth; anal scale divided
- Lays eggs
- ENDANGERED (COSEWIC); ENDANGERED (OMNR)

Red-sided Garter

Thamnophis sirtalis parietalis

- 41-66 cm; record 124.1 cm
- Black-brown with 3 yellow stripes
- Red bars between stripes and reddish wash on sides between scales
- Lateral stripes on scale rows 2 and 3
- Belly green-black
- In Ontario, only found along the Manitoba border
- Scales keeled; anal scale single
- Gives birth to live young

Juvenile Blue Racer

- Grey with central row of dark grey-brown blotches
- Few or no blotches on brown or grey tail
- Side of head speckled white and black

Butler's Garter

Thamnophis butleri

- 38-51 cm; record 69.2 cm
- Black or brown-green with 3 yellow stripes
- Stripes may be orange
- Lateral stripes on scale row 3 extending onto row 2 below and 4 above
- Towards back of body lateral stripe on scale rows 2 and 3
- Smallish head
- Belly green-yellow
- Only found in SW Ontario
- Scales keeled; anal scale single
- Gives birth to live young
- THREATENED (COSEWIC); THREATENED (OMNR)

Eastern Rat

Elaphe obsoleta

- 106.7-183 cm; record 256.5 cm (large snake)
- In some, faint blotched pattern may be seen
- Throat white
- Belly grey-brown wash
- Scales weakly keeled; anal scale divided
- Lays eggs
- THREATENED (COSEWIC); THREATENED (OMNR)

Juvenile Eastern Rat

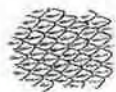
- Light grey with grey-brown blotches on body and tail
- Dark bar across snout and from eye to jaw



How to count scale rows on a snake



Smooth Scales



Keeled Scales



Divided Anal Scale



Single Anal Scale

TURTLES OF ONTARIO IDENTIFIER

Illustrations are half life size.



www.torontozoo.com/adoptapond

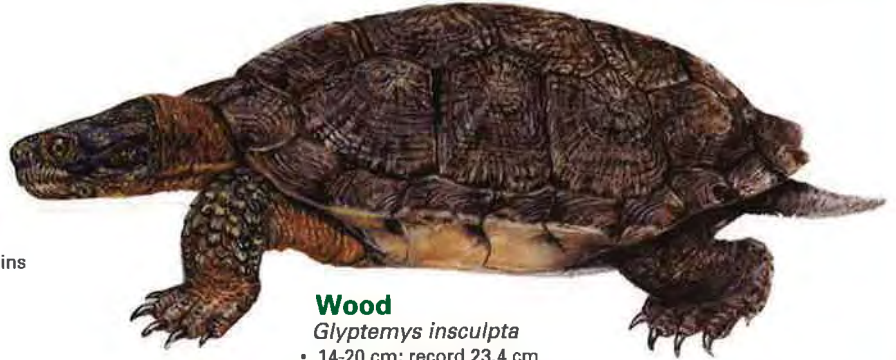


361A Old Finch Ave.
Toronto, ON, Canada M1B 5K7
www.torontozoo.com



Midland painted
Chrysemys picta marginata

- 11.5-14 cm; record 19.5 cm
- Females larger than males
- Smooth, olive to brownish-grey carapace with orange-red margins
- Yellow plastron with dark central blotch
- Neck, legs and tail striped with red and yellow; yellow blotch behind each eye
- Males have very long nails on front feet
- Often seen basking on logs
- Lays 3-14 oval, white, smooth-shelled eggs



Wood
Glyptemys insculpta

- 14-20 cm; record 23.4 cm
- Brown or greyish-brown, rough, heavily sculptured carapace, often with a central keel or ridge and raised concentric growth rings on each scute
- Rear margin of carapace serrated
- Plastron is yellow with black squares
- Head black; skin brown; adults with orange or yellow on neck and legs
- Found on land (the most terrestrial turtle in Ontario) and in or near streams and wet meadows
- Lays 4-12 oval, white, thin-shelled eggs
- THREATENED (COSEWIC); ENDANGERED (OMNR)



Stinkpot
Sternotherus odoratus

- 5.1-11.5 cm; record 13.7 cm
- Small turtle with smooth, light olive to black, high-domed, narrow carapace
 - Plastron is small, yellow-brown and gives little protection to legs; a hinge runs across the front of the plastron allowing it to close upward to protect the head
- Two light stripes on each side of the head
- Barbels (fleshy projections) on chin and throat
- Named for musky odour produced when handled (also known as musk turtle)
- Lays 2-5 oval, white, hard-shelled eggs
- THREATENED (COSEWIC); THREATENED (OMNR)



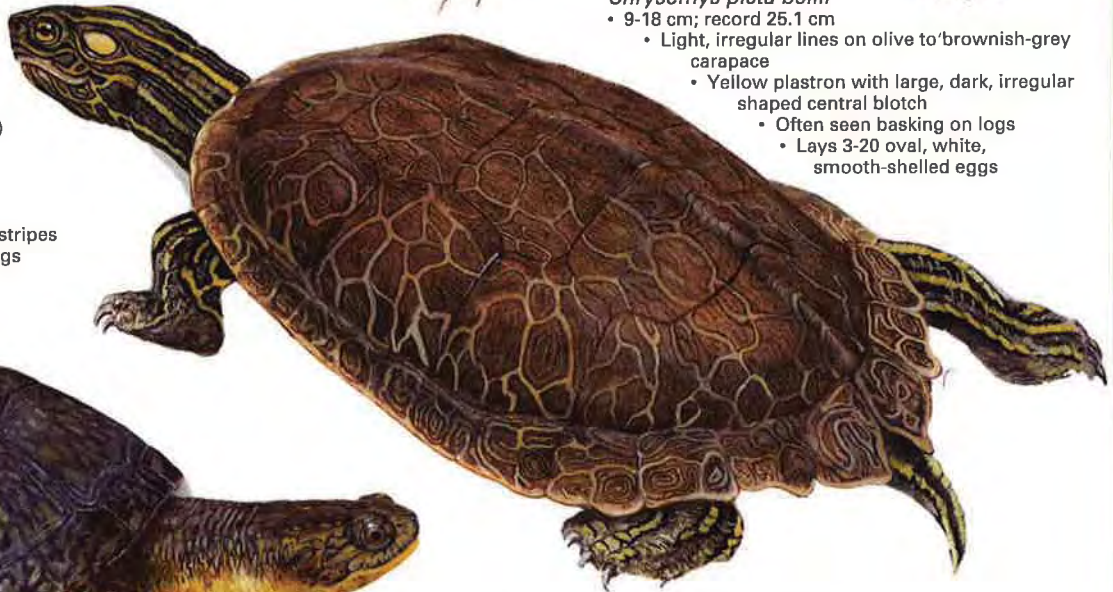
Western painted
Chrysemys picta bellii

- 9-18 cm; record 25.1 cm
 - Light, irregular lines on olive to brownish-grey carapace
 - Yellow plastron with large, dark, irregular shaped central blotch
 - Often seen basking on logs
 - Lays 3-20 oval, white, smooth-shelled eggs

Map

Graptemys geographica

- Male 9-15.9 cm; Female 18-27.3 cm
- Males much smaller than females
- Numerous fine yellow lines on olive green to brownish carapace, resembling a map; may be less obvious in older turtles
- Rear margin of carapace serrated
- Carapace has a slight raised area (or keel) down centre of shell
- Yellow plastron
- Yellow spot, variable in size and shape, behind each eye
- Head and limbs may have light and dark stripes
- Lays 10-16 oblong, parchment-shelled eggs
- SPECIAL CONCERN (COSEWIC); SPECIAL CONCERN (OMNR)



Blanding's
Emydoidea blandingii

- 12.5-18 cm; record 27.4 cm
 - Carapace black to greyish-brown with numerous yellowish spots or streaks
- Plastron has a flexible grooved hinge that allows lower shell to close upward to protect head and legs
- Bright yellow on chin and throat
- Protruding eyes
- Domed shell obvious while basking on logs, rocks, or clumps of vegetation
- Lays 6-11 oval, dull white, hard-shelled eggs
- THREATENED (COSEWIC); THREATENED (OMNR)

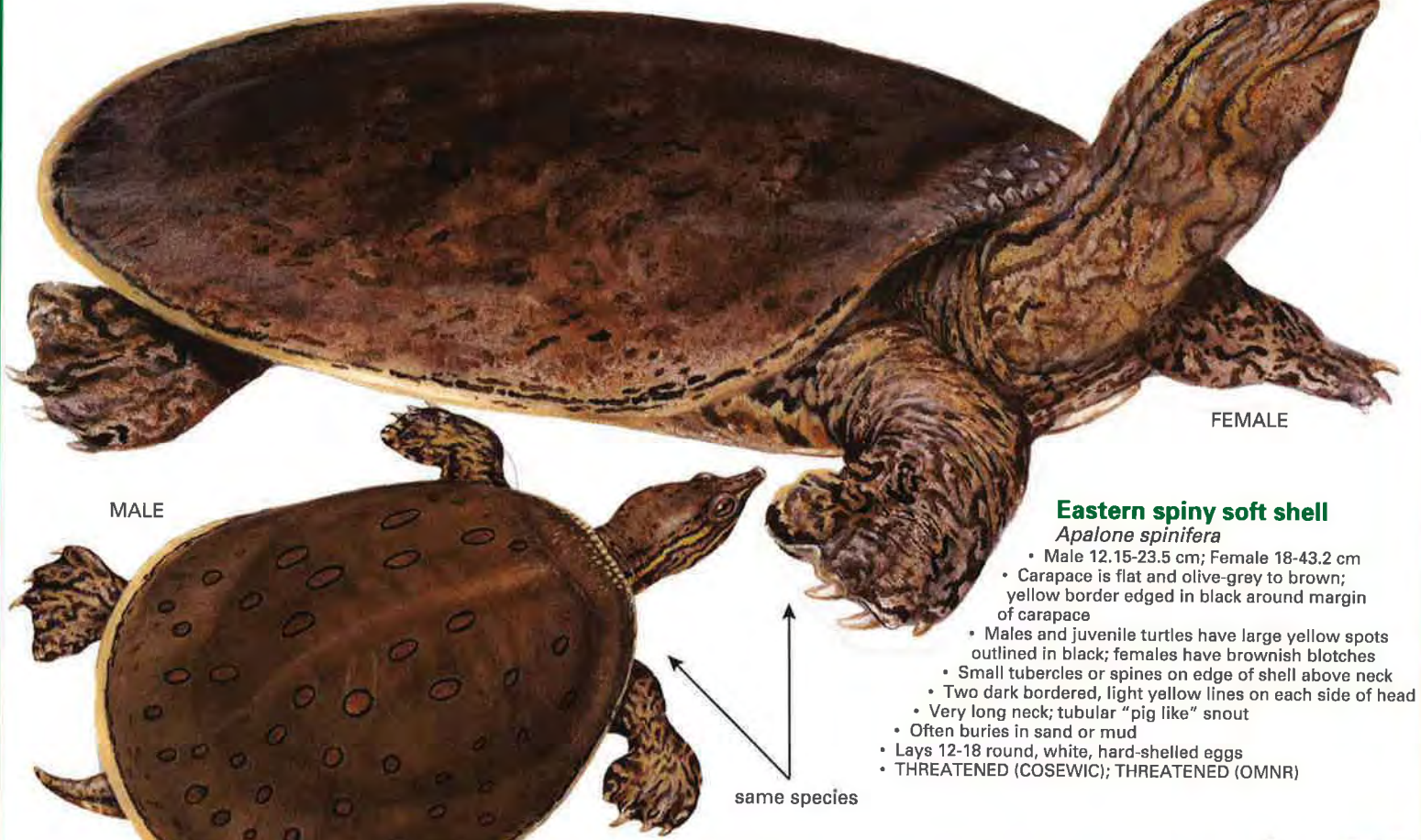
Spotted
Clemmys guttata

- 9-11.5 cm; record 12.7 cm
- Smooth black carapace with bright yellow or orange spots; spots fade in older turtles
- Plastron yellow-orange with large black blotch on each scute
- Males have tan chin and brown eyes; females have yellow chin and orange eyes
- Head, neck, limbs and tail are grey to black with yellow spots; inside of legs washed with orange
- Lays 3-8 oval, leathery textured eggs
- ENDANGERED (COSEWIC); ENDANGERED (OMNR)



Turtles in Ontario are protected under the Fish and Wildlife Conservation Act. If you find a turtle please do not disturb it or remove it from its habitat. If you find a turtle wandering over land in spring or early summer, it is most likely a female about to lay her eggs. Watch it, love it, but leave it! We all have a roll to play in protecting wetland habitat and turtle nesting areas. Seven of eight Ontario turtles are currently at risk. Observations help to identify important turtle habitats. Submit sightings to Ontario Turtle Tally at <http://www.torontozoo.com/adoptapond/TurtleTally.asp>

These turtles are not found in all Ontario regions. Consult a field guide for maps of turtles in your area. The size of turtles includes U.S. populations as listed in: *Roger Conant and Joseph T. Collins, A Field Guide to Reptiles and Amphibians of Eastern and Central North America, 3rd edition. Houghton Mifflin Co.: Boston, 1991.*



FEMALE

MALE

Eastern spiny soft shell
Apalone spinifera

- Male 12.15-23.5 cm; Female 18-43.2 cm
- Carapace is flat and olive-grey to brown; yellow border edged in black around margin of carapace
- Males and juvenile turtles have large yellow spots outlined in black; females have brownish blotches
- Small tubercles or spines on edge of shell above neck
- Two dark bordered, light yellow lines on each side of head
- Very long neck; tubular "pig like" snout
- Often buries in sand or mud
- Lays 12-18 round, white, hard-shelled eggs
- THREATENED (COSEWIC); THREATENED (OMNR)

same species



Snapping
Chelydra serpentina

- 20.3-36 cm; record 49.4 cm
- 4.5-16 kg; record 32 kg snapping turtle once lived at Toronto Zoo
- Carapace is light brown to black
- Young turtles have three longitudinal keels, older turtles almost smooth
- Plastron is yellowish, small, and cross-shaped; legs and skin not well protected
- Large head, two barbels on chin; rounded tubercles on neck
- Head, limbs and tail are brown
- Tail is long, same length or longer than carapace with "dinosaur-like" triangular scales projecting from the upper side
- Lays 20-40 round, ping-pong ball-like eggs
- SPECIAL CONCERN (COSEWIC)

Red-eared slider
(not illustrated)

Trachemys scripta elegans
The red-eared slider is often sold in pet stores, but is not native to Ontario. **Do not release pet turtles to the wild.** They may carry diseases that threaten our native turtles, and are not likely to survive.

- ① -scutes
- ② -serrated marginal scute
- ③ -longitudinal keel
- ④ -hinge on plastron



CONFIRMATION OF REGISTRATION

Form Name:	Notice of drainage works (s.23.9)
Date Registration Filed:	05/13/2021
Confirmation ID:	M-102-7422873690
Version Number:	001
Update Date:	

Dear Sir/Madam,

It is your responsibility to understand all the applicable requirements of registration and to be aware of which species are eligible or excluded in relation to your activity. Some requirements apply to all activities being initiated on the landscape, such as the minimization of adverse effects on the species. Other requirements vary by activity such as record keeping, monitoring, and creation of mitigation plans and reports. Please go to <https://www.ontario.ca/page/ditch-and-drainage-work-and-endangered-or-threatened-species> for specific requirements, information and resources.

It is also your responsibility to monitor changes to the SARO List (O. Reg. 230/08) as well as eligibility and requirements in the General Regulation O. Reg. 242/08.

When documents are requested by the Ministry of Natural Resources and Forestry (MNRF) they are due within 14 days.

The Corporation of the Town of Amherstburg

512 Sandwich ST S
AMHERSTBURG, ON N9V3R2

You have completed the registration portion of Ontario Regulation Reg. 242/08 of the *Endangered Species Act, 2007* and your Notice form has been received by the Ministry of Natural Resources and Forestry for activities eligible under the following regulatory provision:

Notice of drainage works (s.23.9)

located at:

523 Fryer ST

For the species listed in Appendix A.

Species observations must be reported directly to the Natural Heritage Information Centre, within three months, by completing a Rare Species Reporting Form available at <http://www.ontario.ca/page/report-rare-species-animals-and-plants>.

In addition to the General Regulation, information is available at <http://www.ontario.ca/page/natural-resources-approvals>.

You are required to show this Confirmation of Registration upon request of the Ministry. Please refer to Ontario Regulation 242/08 for requirements that apply to your activity.

Any questions related to this registration and/or the Natural Resources and Forestry Registry should be directed to:

Registry and Approval Services Centre
Ministry of Natural Resources and Forestry
300 Water Street
Peterborough, ON, K9J8M5
Toll-free: 1-855-613-4256
E-mail: mnr.rasc@ontario.ca

Appendix A:

Species impacted by the registered activity:

Eastern Foxsnake (Carolinian population) (*Pantherophis gloydi*)

APPENDIX "REI-C"

STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION

1. CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the new pipe in place, it shall completely backfill same and install new concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. When constructing the concrete filled 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. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to 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 305mm (12") in thickness.

The concrete filled 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 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance 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 (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 25 Mpa at 28 days and shall include 6% ± 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in the cap. 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.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 500mm (20") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, 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 pieces 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 (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

2. QUARRIED LIMESTONE ENDWALLS

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

3. BRIDGE BACKFILL

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Town Drainage Superintendent and Engineer.

4. GENERAL

Prior to the work commencing, the Town Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, the Engineer and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

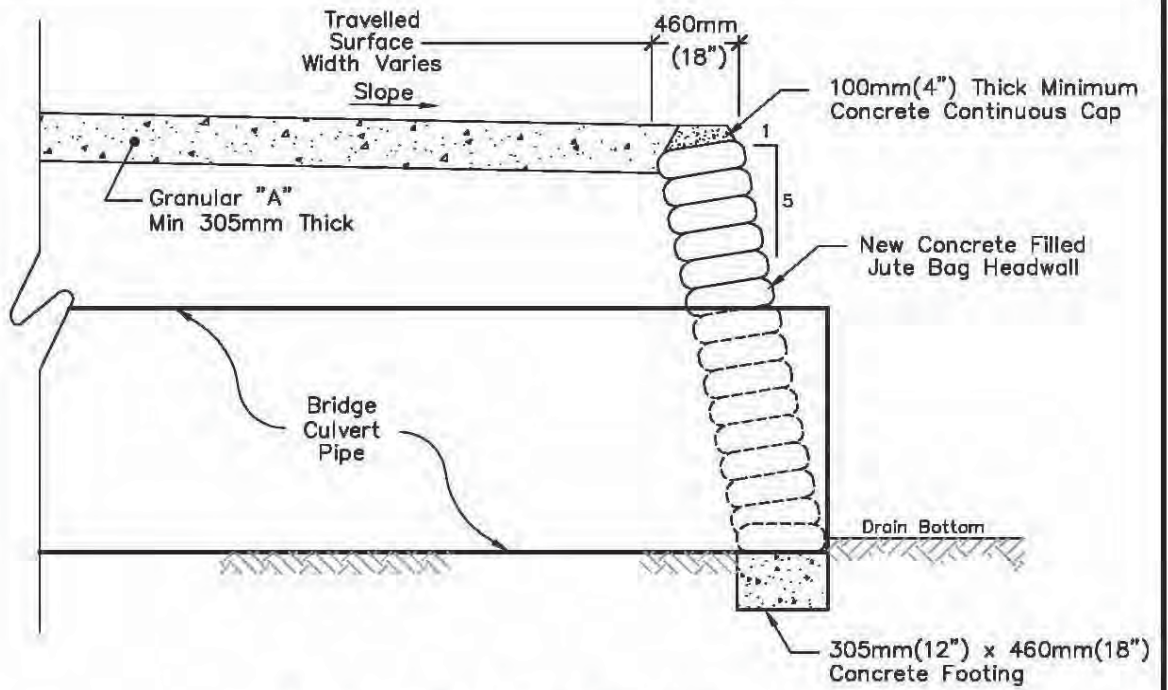
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations.

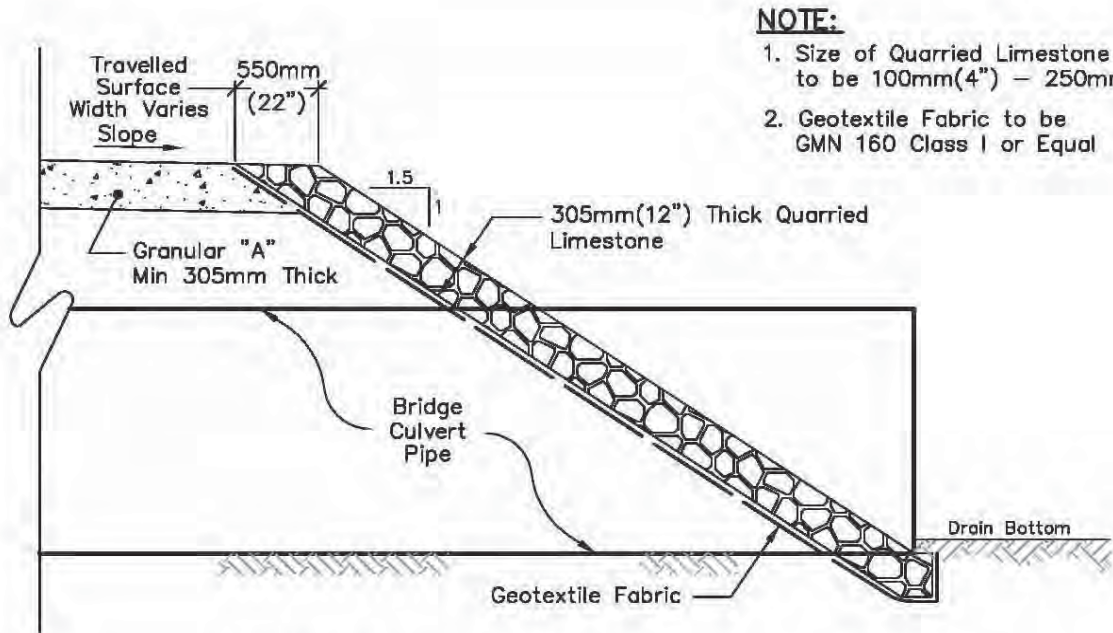
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Town Drainage Superintendent and Engineer.



Typical Jute Bag Headwall



NOTE:

1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 Class I or Equal

Typical Quarried Limestone End Protection

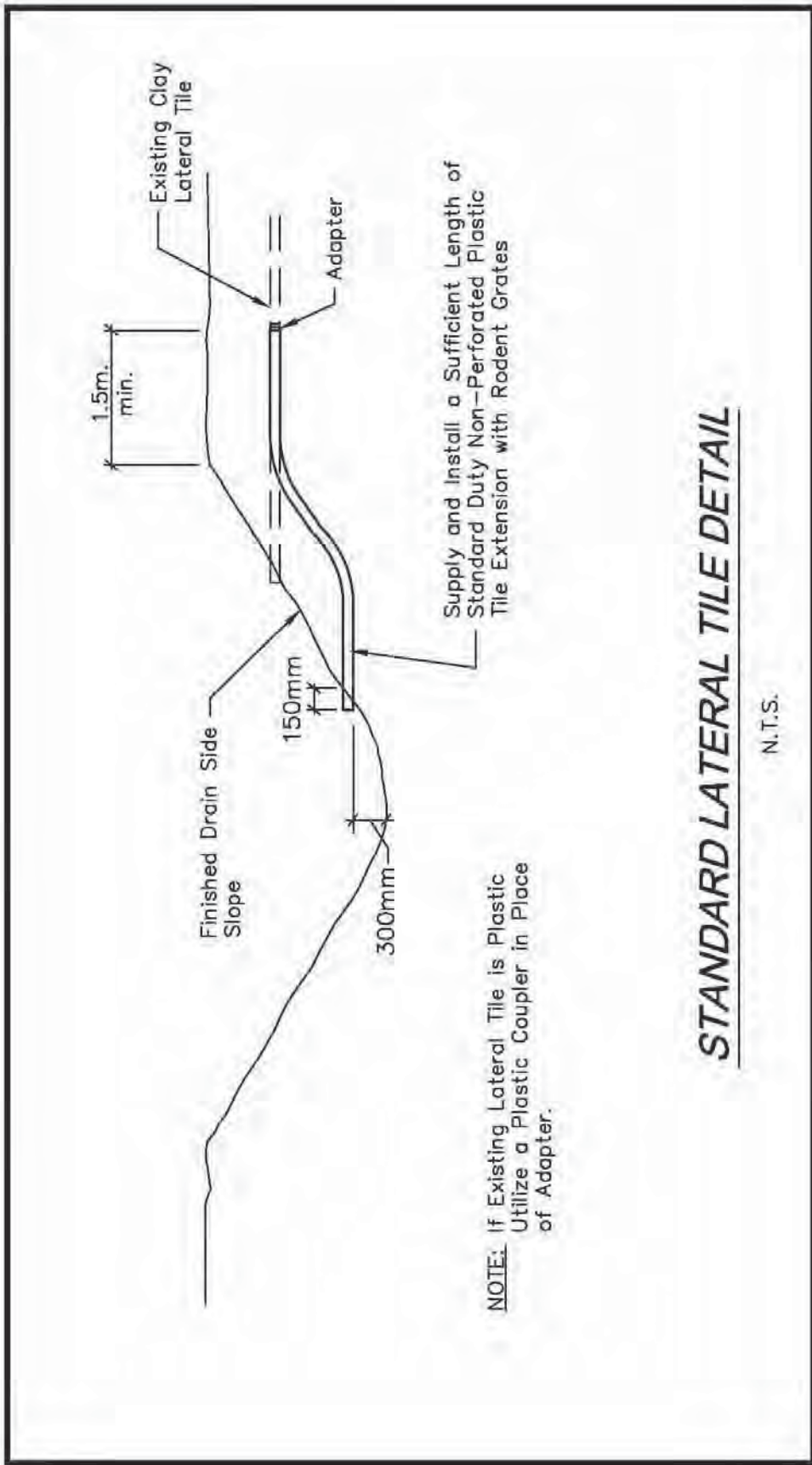
Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

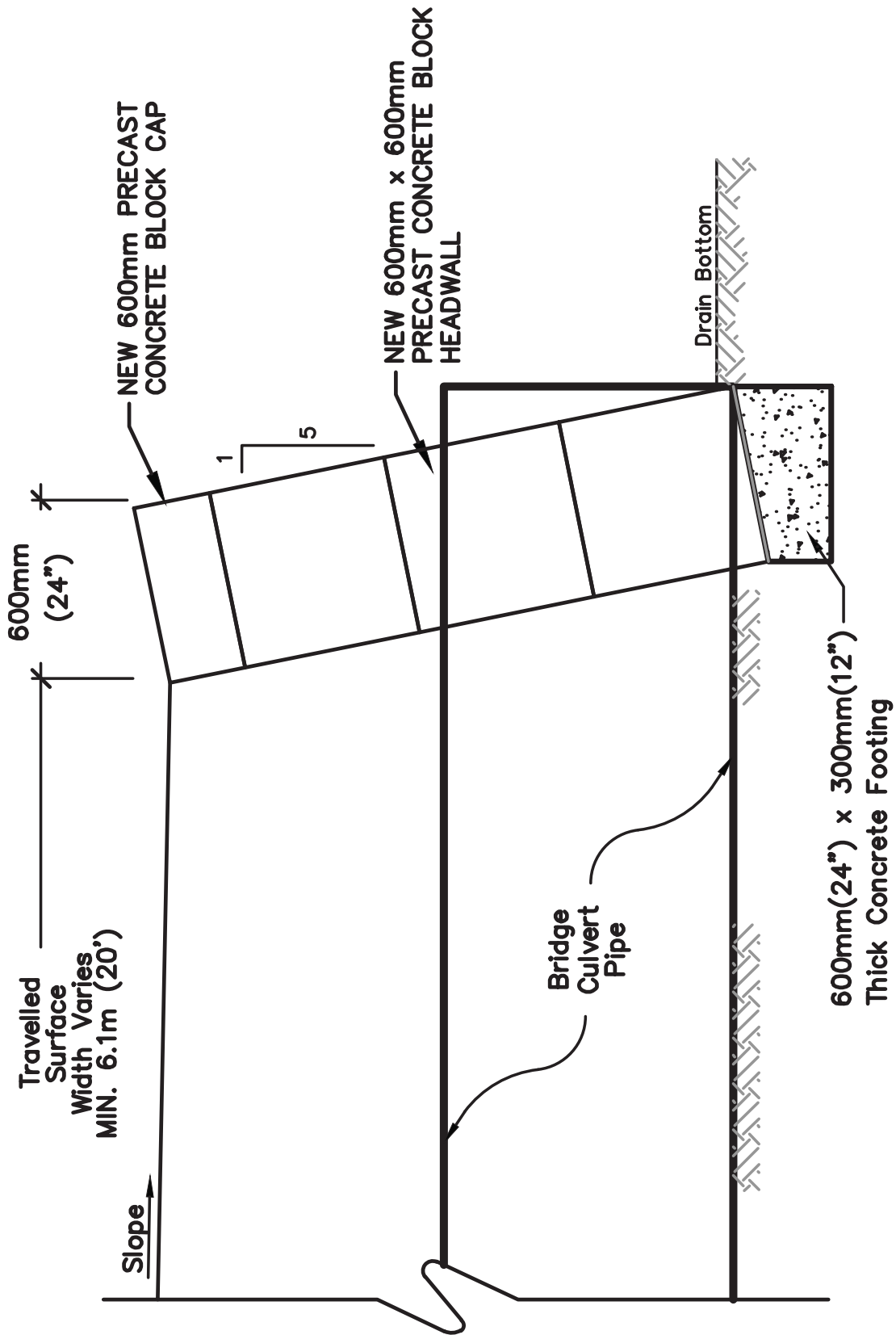
Leamington, Ontario N8H 1G6

519-322-1621



STANDARD LATERAL TILE DETAIL

N.T.S.



TYPICAL PRECAST CONCRETE BLOCK END PROTECTION

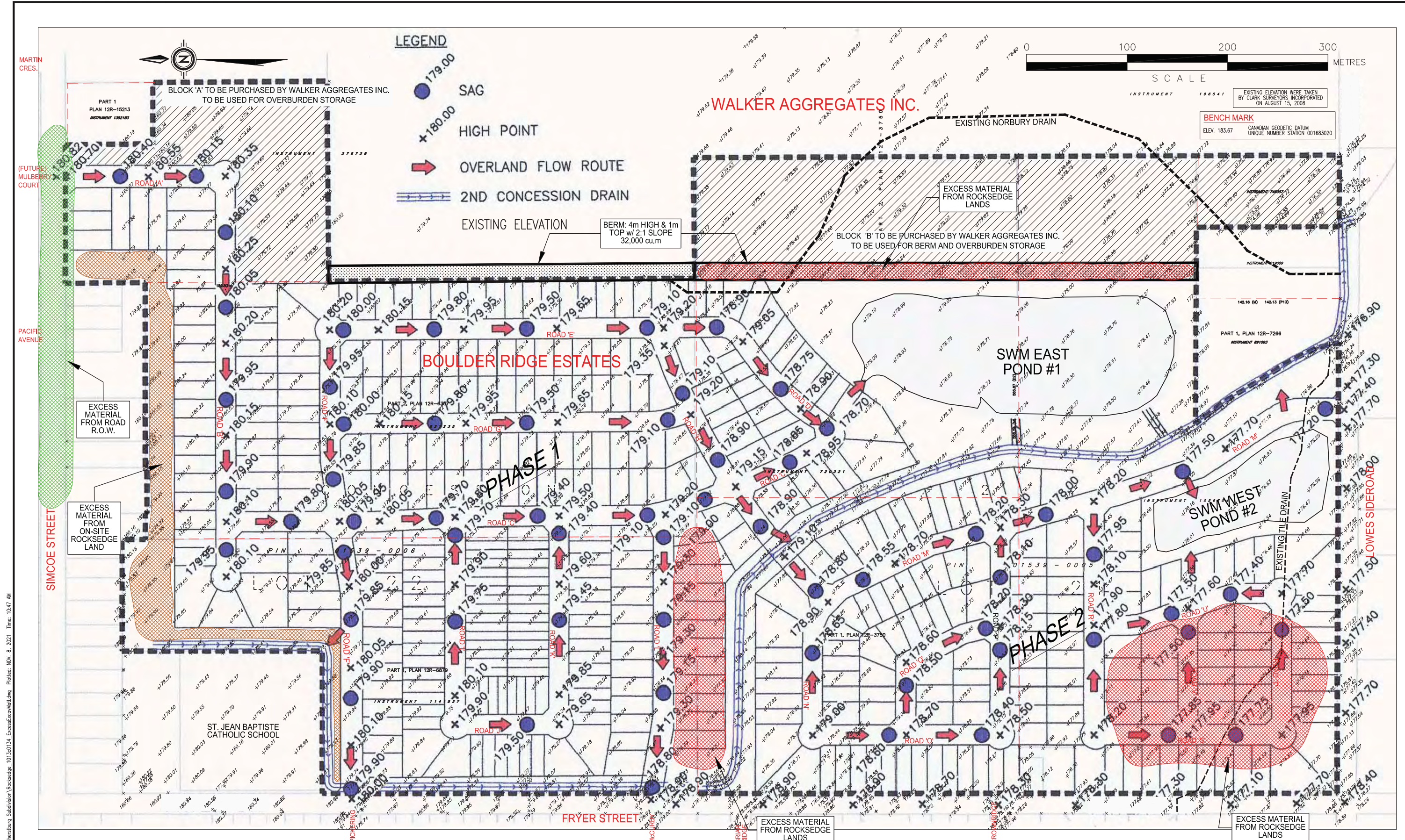
Scale = N.T.S.



Block Headwall Installation Instructions for Culverts

1. A swift lift device will be required to place the blocks. A 75mm eye bolt will be required to place the caps.
2. The bottom course of blocks shall be founded on a firm solid base. The contractor shall provide a minimum levelling course of 150mm of compacted 3/4" Clear Stone, or a 100% compacted granular A, or lean concrete as a foundation base.
3. Ensure that the base is level and flat as this will greatly improve speed of installation.
4. On new culverts a minimum of 150mm of block wall will extend below the culvert to prevent scouring under the culvert.
5. The bottom course of blocks shall be embedded into the drain bottom to achieve the desired top elevation of the wall.
6. Blocks shall extend from the pipe invert across the full height and width of the drain and be imbedded a minimum of 300mm into the drain banks. Where possible the top of the block wall will match the height of the completed driveway.
7. Blocks shall be placed such that all joints are staggered.
8. Any excavation voids on the ends of block walls below subsequent block layers shall be filled with 3/4" Clear Stone.
9. Where block walls extend beyond three blocks in height, they should be battered a minimum of 1 unit horizontal for every 10 units vertical throughout the wall's full height and width. This can be achieved using pre-battered base blocks, or by careful preparation of the base.
10. Filter cloth (270R or equivalent) should be placed behind the wall to prevent the migration of fill material through the joints.
11. The walls should be backfilled with a free draining granular fill.
12. A uni-axial geogrid (SG350 or equivalent) should be used to tie back the headwalls where walls extend beyond 1.8m in height.
13. The face of the block wall shall not extend beyond the end of the pipe culvert.
14. Any gaps between the blocks and culvert shall be sealed with non-shrink grout for the full depth of the block.

APPENDIX "REI-D"



File Name: C:\AutoCAD\Ed Smith -Amherstburg-Subdivision\Rockledge_10130134_Excavation\Main.dwg Plotfile: NOV. 8, 2021 Time: 10:47 AM

NO.	ISSUED FOR	DATE
2	REVISED PER TOWN'S COMMENTS	NOV. 5, 2021
1	REVIEW	NOV. 1, 2021

R. LUCENTE ENGINEERING INC.
CIVIL ENGINEERING CONSULTANT

302-180 Eugenie Street West
 Windsor, Ontario, Canada N9X 2X6
 Phone: (519) 966-4008
 E-mail: rocco@lucenteeng.com

DRAWN: E. R. M.
 CHECKED: R. L.
 APPROVED: R. L.
 CONTRACT NO:
 DATE: JULY 2018
 SCALE: N.P.

ROCKSEGE DEVELOPMENT INC.

PROJECT: **BOULDER RIDGE ESTATES RESIDENTIAL SUBDIVISION**
 TOWN OF AMHERSTBURG, ONTARIO

OFFICE FILE NO: 12-1013
 DRAWING NO: 2R-438
 FIELD BOOK NO:
 SHEET NO.: 1 of 1

PLANS SHOWING THE WATERSHED AND DETAILS FOR THE

PIKE ROAD DRAIN AND AUXILIARY DRAIN REPAIR AND IMPROVEMENT

IN THE
TOWN OF AMHERSTBURG
IN THE
COUNTY OF ESSEX, ONTARIO

Gerard Road
GERARD ROAD, P.ENG.

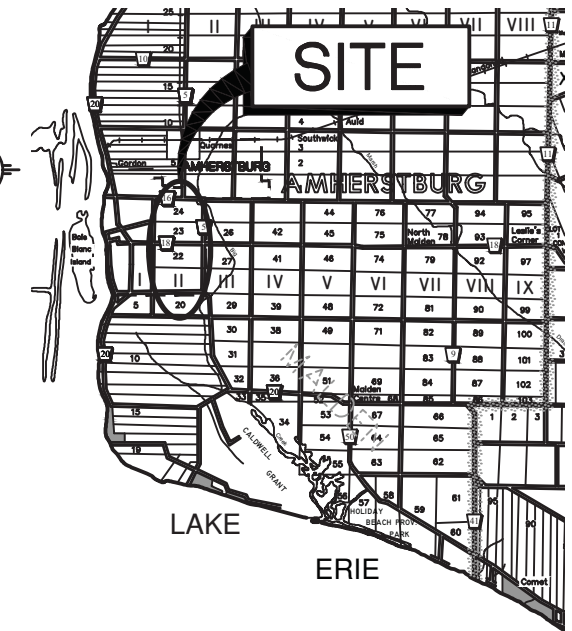


TOWN OF AMHERSTBURG

MAYOR: ALDO DICARLO
CLERK: PAULA PARKER
DRAINAGE SUPERINTENDENT: SHANE McVITTY, P.ENG.

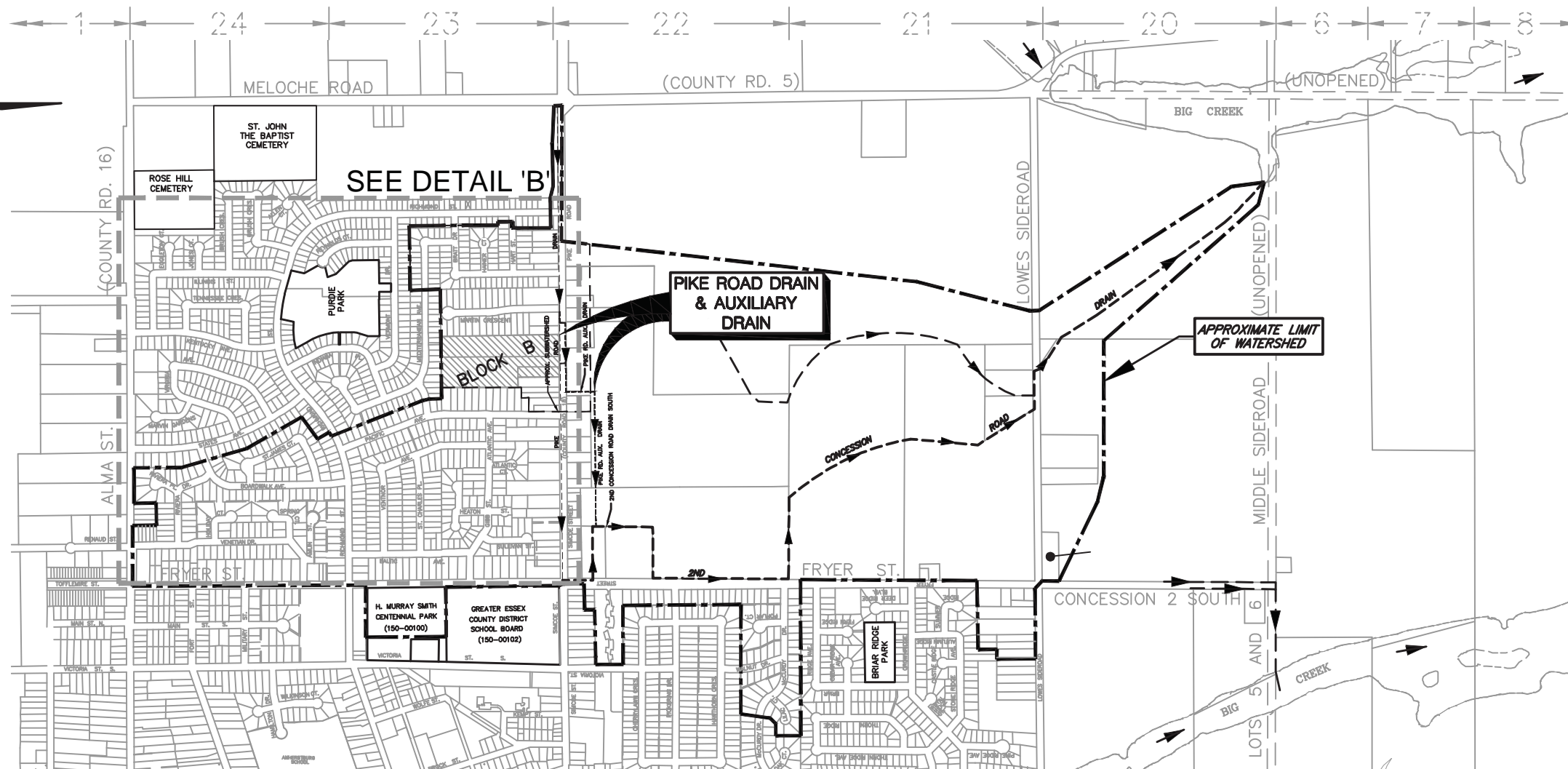
**ROOD
ENGINEERING
INC.**
CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

DATE: January 26th, 2022



KEY PLAN

SCALE = 1:200,000



WATERSHED PLAN

SCALE = 1:15,000
Page163

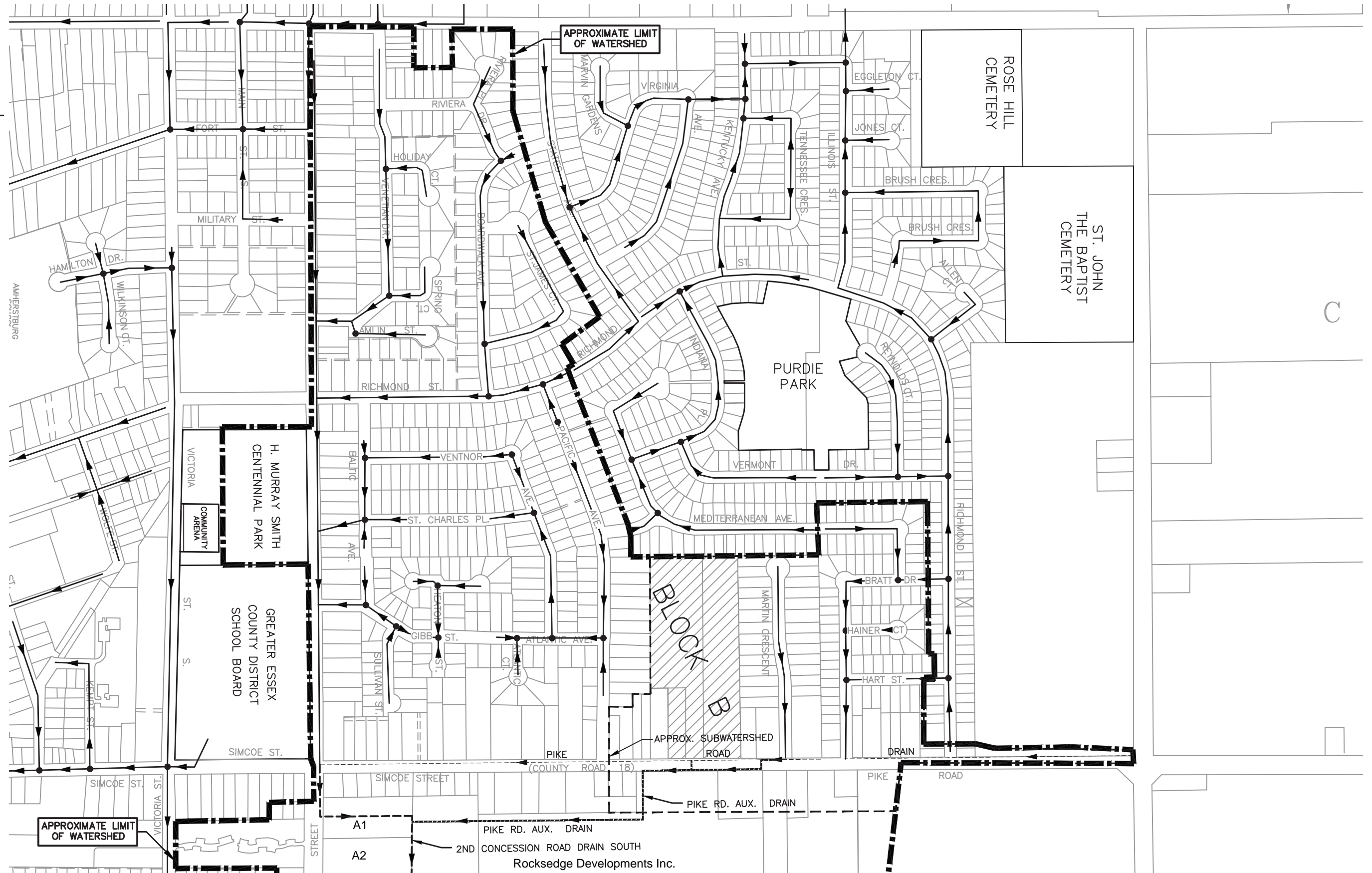
SHEET W1 OF 5

Public Works No.
2015-EPW-13

Project No.
REI2015D024

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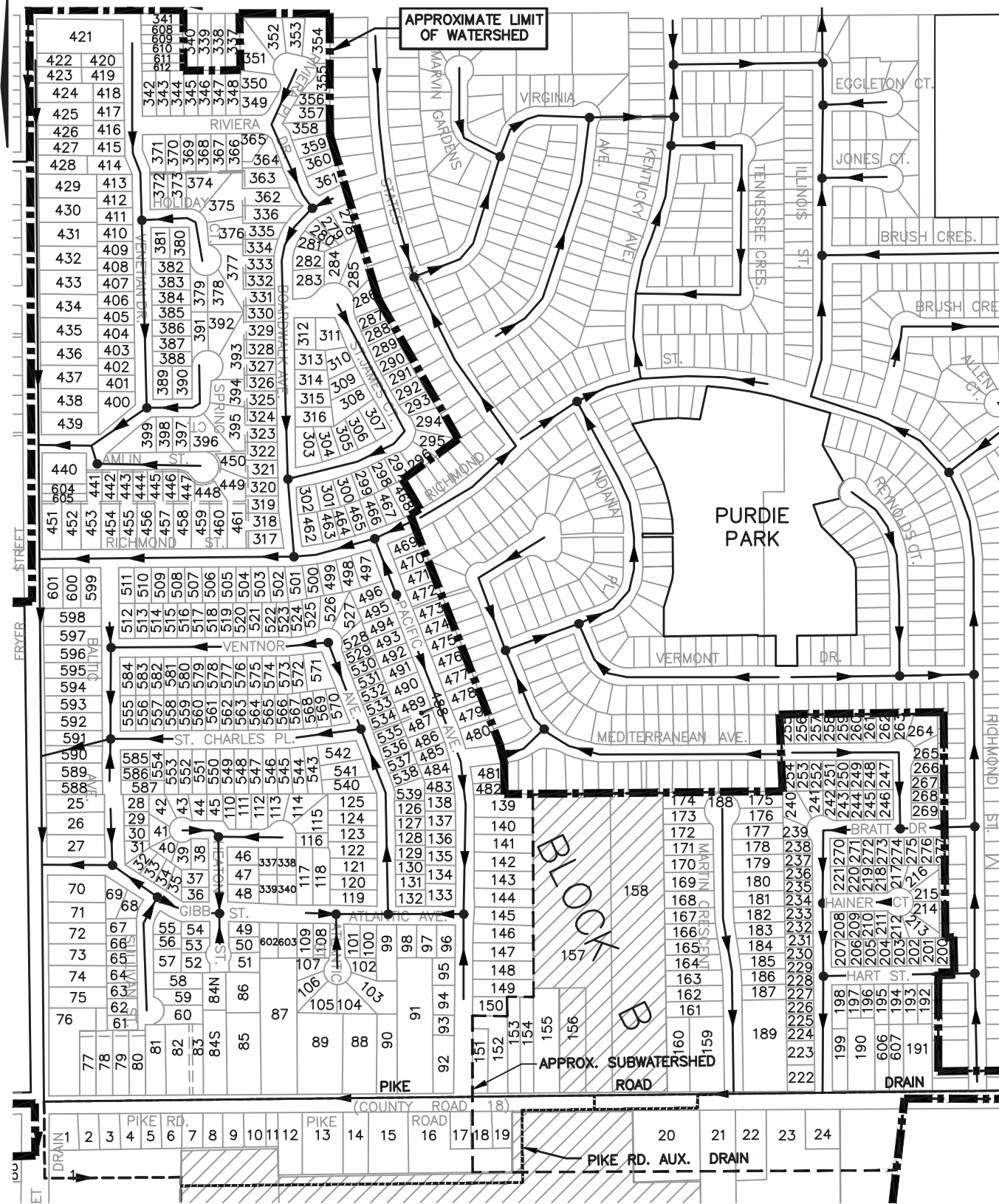


DETAIL 'A'
SCALE = 1:15,000

- A1 Catholiques Providence Conseil Scolaire
- A2 Catholiques Providence Conseil Scolaire

NOTE:

DETAIL PLANS SHOW STORM SEWERS AND FLOW DIRECTION
BASED ON TOWN GIS MAPPING INFORMATION



DETAIL 'B'

SCALE = 1:15,000

(SEE SHEETS 3, 4 & 5 FOR ROLL INFORMATION)

ROLL INFORMATION DETAIL 'B'

- | | | | |
|-----|---------------------------------|------|----------------------------------|
| 1) | Larry Bertrand | 60) | Ralph & Grace Barnwell |
| 2) | Larry & Diana Bertrand | 61) | Michael & Paula Paquette |
| 3) | Graeme Hulse | 62) | Micahel Deneau |
| 4) | Mark Weber | 63) | Christopher Fabian |
| 5) | Breeyn Wharram | 64) | Kaitlynn Scott & Caillem Winmill |
| 6) | Robin & Karen Charron | 65) | Gino & Franca Mastronardi |
| 7) | Randy & Joanne Deneau | 66) | Roger Baylis & Elisha Strong |
| 8) | James Fox & Charlene Seguin | 67) | Paul Brennan & Julie LaLiberte |
| 9) | Jacqueline & Robert Labute | 68) | Daniel & Katie Foster |
| 10) | Mitchell & Catherine Temesy | 69) | Karl Clifford |
| 11) | Harry & Deborah Crowder | 70) | Gwladys & Mary Brush |
| 12) | Carl Russelo | 71) | James & Sherrie Hickey |
| 13) | Robert Rainey & Gerry Hennin | 72) | Raffaele & Denise Orsi |
| 14) | Rocksedge Developments Inc. | 73) | Marilyn & Alvin Deneau |
| 15) | James & Kelly Lacey | 74) | Michael Scipione |
| 16) | Deborah Kopacz | 75) | Ermenegildo & Phyllis D'Amore |
| 17) | Michael St.Onge | 76) | Jodi McLean |
| 18) | Katie Lewis & Mitchell Finlay | 77) | David Fletcher & Karen Booker |
| 19) | Justin Hills | 78) | Todd & Shirley Goodchild |
| 20) | County Of Essex | 79) | Denis Arsensult & Iris Carberry |
| 21) | Robert & Divina Price | 80) | Ernest & Kimberly Meloche |
| 22) | Marion & Duncan Smith | 81) | Jason Wells & Michaela Leckonby |
| 23) | Duncan & Marion Smith | 82) | Antonio D'Ascanio |
| 24) | Marion & Duncan Smith | 83) | Chelsie Duffy |
| 25) | Adam Craig & Jennifer Root | 84S) | Gerald & Sandra Bronstein |
| 26) | Kam Tang & Cindy Wong | 84N) | Raymond LaFontaine |
| 27) | Aldo & Antoinetta Iannucci | 85) | Douglas & Maureen Hunt |
| 28) | Ryan Nespolon & Sonja Mercier | 86) | John Fleming & Marion Lee |
| 29) | Michael Laporte & Elyssa Kurylo | 87) | Anitar Inc. |
| 30) | David & Jeanne Oliver | 88) | 1741059 Ontario Limited |
| 31) | Michelle Hadrian | 89) | 1741059 Ontario Limited |
| 32) | Robert Bondy | 90) | Richard W. Deslippe |
| 33) | James Bryant | 91) | Kirk & Eleanore Carey |
| 34) | Robertson Brown | 92) | Jonathan Curtis |
| 35) | Samantha Conway & Christopher | 93) | James & Michelle Masters |
| | Dinunzio | 94) | Brandon & Megan Gourley |
| 36) | Donna Bellefleur | 95) | Lucio & Antonio Salvati |
| 37) | Kristina Card | 96) | Paul & Teresa Riggi |
| 38) | Edward Root | 97) | Leo & Diane Dufour |
| 39) | Antonieta & Donald Durham | 98) | Alexander & Shelley White |
| 40) | Ajit & Sarah Saxena | 99) | William & Yvette Meloche |
| 41) | Helen & Justin West | 100) | Domenico & Maria Vespa |
| 42) | Paul & Brenda Beneteau | 101) | Annamaria Baker |
| 43) | Robert & Cheryl Damphouse | 102) | Ryan & Monique Liebrock |
| 44) | Richard & Karen Regier | 103) | John & Melissa Tregaskiss |
| 45) | Leslie & Barbara Bosch | 104) | David & Mina Swan |
| 46) | Anna D'Alimonte | 105) | Trevor & Samantha Kennedy |
| 47) | Herman & Elizabeth VanderHeyden | 106) | Jennifer Thorne |
| 48) | Kevin & Veronique Peladeau | 107) | Dennis & Melissa Weaver |
| 49) | Amanda & Joseph Goodrich | 108) | Shane & Jennifer McVitty |
| 50) | Teresa Handscomb | 109) | Gerald & Phyllis Goggin |
| 51) | Dave & Karen Deheer | 110) | Caroline White |
| 52) | Linda Temesy | 111) | Morgan Ouimette & Trina Ciphery |
| 53) | Michele & Kenneth Walker | 112) | Kurt Huard |
| 54) | Tanya & Megan Desjardins | 113) | Joseph & Terezia Nagy |
| 55) | Daniel & Mary Morency | 114) | John & Mary Holzel |
| 56) | Nicholas & Maria Menna | 115) | Jeramie & Tiffany Cote |
| 57) | Dale & Mary Iler | 116) | Richard & Tammy Allen |
| 58) | Claudio & Anna Mancini | 117) | Mario & Concetta D'Alimonte |
| 59) | Michael Bondy | 118) | Denis & Jennifer Mallet |

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SHEET W3 OF 5
Project No.
REI2015D024

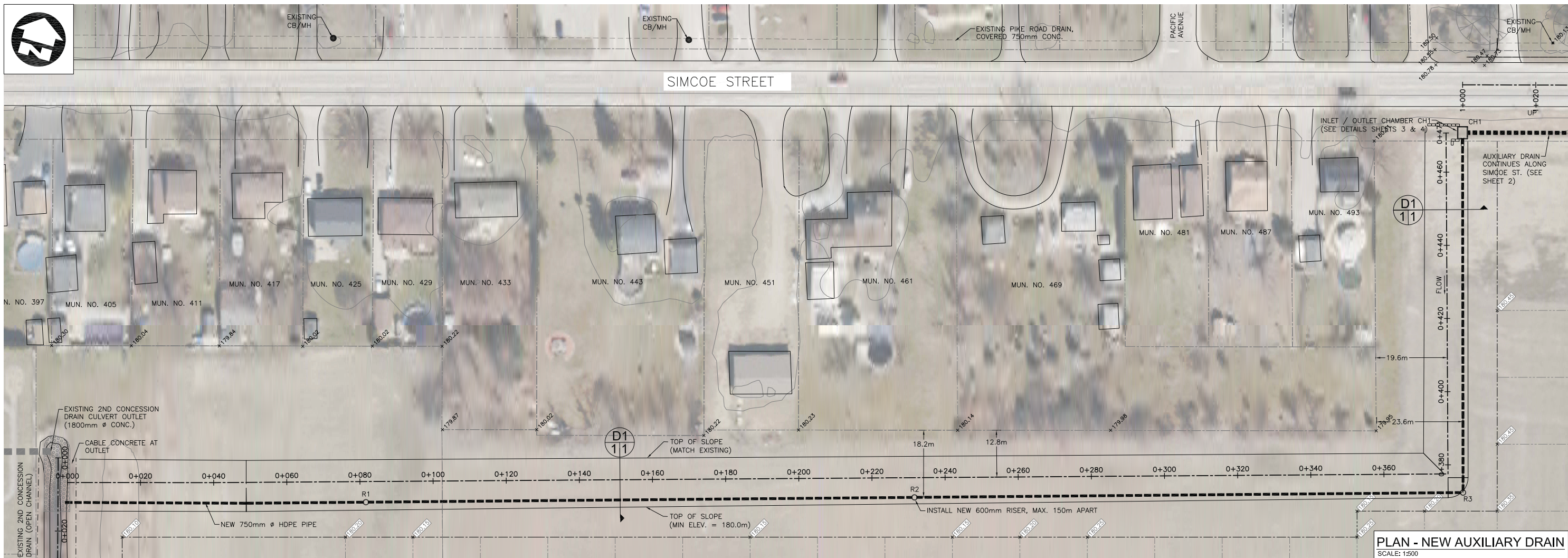
ROLL INFORMATION DETAIL 'B'

119)	John & Mary Stuart	183)	Jie Zheng & Lin Yang	245)	Gregory & Marisa Forsyth	309)	Tamasin & Terence Dineen
120)	Irene & Leonard Pigeon	184)	Corey & Nicole Homick	246)	Michael MacDonald	310)	Jeffrey & Janette McCartney
121)	Aaron Mulder & Connie-Fay Girard	185)	Timothy & Marcelle O'Reilly	247)	Tina & Travis Renaud	311)	Jodi Taylor
122)	Theresa Fox	186)	Mahmoud Brouri & Kathleen Bezaire	248)	Kyle Donne	312)	David Amyotte & Sandra Hodgins
123)	Kirstin Cote	187)	Jeffrey & Darlene Kopacz	249)	Denis & Siobhan Paquin	313)	Orma Fryer
124)	Sean & Marcia Cota	188)	1233804 Ontario Limited	250)	Robbie & Karen Bates	314)	Richard Dufour
125)	Ryan Nantais	189)	Mikalynn & Michael Parlette	251)	Matthew Sutton & Michelle Sinasac	315)	Dennis Rouke
126)	Ian & Laurie Hui	190)	Kenneth Jones & Sandra Peever	252)	Louise Ferriss & Dorothy & Frank Wirag	316)	Ernest & Antoinette Pecaski
127)	Leslie Blais	191)	Ronald Triolet	253)	Normand & Alida Kingsbury	317)	Luke & Nicole Goggin
128)	Geoffrey & Donna Hibbert	192)	Marianne Ferenczy & Paula Demeter	254)	Justin Wrixon & Stephanie Pietrangelo	318)	Camillo & Assunta Toppi
129)	Leo Desbiens	193)	Anna Leardi	255)	Fernande Laroche	319)	Clint Merrifield & Miranda Ronholm
130)	Tammy Marancie	194)	Brett Bezaire & Amanda Deslippe	256)	Robert Falkanger	320)	Dale Simmons
131)	Matthew Erickson & Yvette Evans	195)	Sarah Sinasac & Nathan French	257)	Sean Lunardi & Felicia Deroy	321)	Gordon Ross & Wendy Wigle
132)	Ryan & Melanie D'Alimonte	196)	Michael Fines & Melisa Mulcaster	258)	George & Barbara Sesto	322)	Paul Meloche & Shannon McLaughlin
133)	Sarah & Keith Shaw	197)	Carlie & Lindsay Mower	259)	Ehren Martin	323)	John & Donna Bondy
134)	Judith Spadafora	198)	Leonardo & Nancy Caro	260)	Jason & Holly McLean	324)	Wilbur & Cynthia Mulder
135)	Kerry & Amberley Foote	199)	Essex County Association For	261)	Peter Belanger & Patricia Capalbo	325)	Sabina Harrison
136)	George & Salvina Pearson	200)	Community Living	262)	Keith & Katherine Jones	326)	Theresa Brennan
137)	Patrick & Pauline Greenwood	201)	Clifford & Marietta Ferriss	263)	Mark Meloche & Shelley Gonzalvo	327)	Gail Bratt & Bernard Krebs
138)	Sandra Ashton	202)	Eric Markham	264)	Terrance & Bonnie Bertrand	328)	Terry & Kimberly Deschamps
139)	Andrew & Debra Groen	203)	Eduardo Munoz & Meggi Hutton	265)	Anthony Bastien & Krystina Menard	329)	Tiffany & Leslie Ancombe
140)	Jerry Chadwick	204)	Roger & Louise Arseneau	266)	Joel Gonzalvo & Alan Desimpel	330)	Carmine & Gladys Cristofaro
141)	John France	205)	Jeffrey & Maureen Medd	267)	Sheila Moore	331)	Daniel & Georgina Marshall
142)	Allan Kinsey & Stacy Markham	206)	Cheryl Pillon & Kevin Cote	268)	Charles Copland & Laura Parent	332)	Michael & Betty Constantineau
143)	Allan Patterson	207)	Dennis & Anne Bondy	269)	Shawn MacDonald	333)	James & Randa Parent
144)	Theodore Girard & Jessica Spencer	208)	Liisa & Steven Levesque	270)	Anita Gibb	334)	Christopher Leblanc & Kelly Grantmyre
145)	John & Joanne Guitar	209)	Joseph & Marlene Damphouse	271)	Marion & Graham Clayton	335)	Tara Gugliotta & Raymond Lariviere
146)	Mark & Penny Yablonsky	210)	Joseph & Margaret Joncas	272)	Gregory & Carol Farmer	336)	Daria Aybusheva & Andrei Aibouchev
147)	Jennifer Grant & Nathan Buckwell	211)	Carl & Nanette Gatt	273)	Bosko Jugovic & Angela Arce	337)	Daniel Lombardo & Alicia Savoni
148)	Gary & Darlene Burns	212)	Douglas Buchanan	274)	Dustin Deslippe	338)	Laura & David Handsor
149)	Henry & Maureen Abson	213)	Nicola & Anna Simone	275)	Anthony Olivito	339)	Brittany Webster & Codey Smith
150)	Lewis Atherley	214)	Nelson Caixeira	276)	Shaun & Stacey Griffiths	340)	Gerald & Diane Langlois
151)	John & Margaret Dufour	215)	Roger & Kimberly Schroeder	277)	Eric Weigel & Meaghan Hlavac	341)	Christopher D'Aloisio
152)	Isabelle & James Bastien	216)	Laurie-Anne Abraham	278)	Robert & Karen Clifford	342)	Stephen Nikitiuk
153)	Timothy & Violet Lauriault	217)	Matthew & Amanda Coughlin	279)	Dance & Jamie Stefanovich	343)	Erin & Kenneth Baird
154)	Michael Holden & Kelly Hunt	218)	Colm Holmes	280)	Nathan Gillis	344)	Michael & Nicole Ouellette
155)	Timothy & Janet Beaulieu	219)	Andrew & Carolyn Dopson	281)	Curtis Dufour	345)	Ronald & Anne Muir
156)	2047909 Ontario Limited	220)	Kenneth Booker & Ashley Dinunzio	282)	Stacey Wiley & Kyle Pierschke	346)	Laurie Cavanaugh
157)	2047909 Ontario Limited	221)	Jerome Lucier	283)	Brian Aucoin & Allison Brown	347)	John & Ruth Cooper
158)	2047909 Ontario Limited	222)	Peter & Beverly Blain	284)	Tong Bui & Trang Le	348)	Ryan McLean & Melissa Woods
159)	Julia Bonenfant	223)	Gregory Carr	285)	Owen Finn	349)	Stephen Morello & Stefanie Johnston
160)	Istvan & Sheanna Zambo	224)	Glenn & Marlene Turkington	286)	Donald & Kimberly Martin	350)	Sandra & Bradley Duffy & Deborah & Jeffrey Court
161)	Manuel & Maria Cacilhas	225)	Richard Wilson	287)	Robert Kammerer & Shelley McCann	351)	Lisa & David Riopelle
162)	Scott & Jamie Hodgins	226)	Kelly Charlebois	288)	Chantal Brunet	352)	Denise Bratt
163)	Todd & Rachel Morin	227)	Jason & Vida Allen	289)	Robin & Debra Russell	353)	Jeffrey & Deborah Court
164)	Jenny Labrada Perez	228)	Kristopher & Nikita Ostapovitch	290)	Justin Awram & Chelsea Hennon	354)	Bradley & Sandra Duffy
165)	George Bondy	229)	James Lacey	291)	Krista Sales & Christopher Hayes	355)	Bradley Flood
166)	Maria Dibartolomeo	230)	Bradley & Jennifer Fink	292)	Murray Janisse & Teresa Davis	356)	Jakob & Shari Damstra
167)	David & Karen Tales	231)	Michael & Jackie Allen	293)	Donald & Claire MacDonald	357)	Cheryl West & Gail Doyle
168)	Jeremy & Jessica D'Alimonte	232)	David Henderson & Kathrine & Tho	294)	Robert & Leonarda Faroni	358)	Andrew & Jane Bolley
169)	Ziad & Jennifer Fatallah	233)	Nguyen	295)	Michael & Carolyn Leake	359)	Michael & Cindy Doyle
170)	Stephen Deschamps & Bridget Eveleigh	234)	David Thistle	296)	Susanne Bergeron	360)	David & Dorothy Thrasher
171)	Andrew Cormier & Gillian Heisz	235)	Kelly Fowkes	297)	Melanie Conaty	361)	Brittany Pretty
172)	Kimberly Wright	236)	Kelly Abbott	298)	Michael & Patricia Ford	362)	Adam & Gabrielle Renaud
173)	Community Living Essex County	237)	Alexander Hagg & Heather Mackenzie	299)	Krystal Kehoe	363)	Shirley & Marcel Pare
174)	Michael & Tara-Lynn McDowell	238)	David & Mary Rampersaud	300)	Kevin Souigny	364)	Bonnie Mansell
175)	Antonino Marano	239)	Natalie Ayer	301)	Christian Eldred		
176)	Tho Nguyen	240)	Joel & Brytany Archer	302)	Janet & David Ross		
177)	Gwenyth Hartleb & Stephanie Smith	241)	David & Kimmerly Strickland	303)	Robert & Mary Labrecque		
178)	Timothy & Stacey Vigneux	242)	Roy Colmer & Rosa Savoni	304)	Doreen Zajec		
179)	Kyle & Jody-Lynn Ouellette	243)	Thomas Loxton	305)	Margaret Haskell		
180)	David Harris	244)	Jeffery Helkie & Laura Stark	306)	Curtis Ficociello & Carly Baz		
181)	Lydia & James Ouellette	245)	Jeffrey & Kristie Melko	307)	Gregory & Michele Girty		
182)	Alan & Laura Piper	246)	Anne & Michael Duffey	308)	Bradley & Tracy Blackburn		

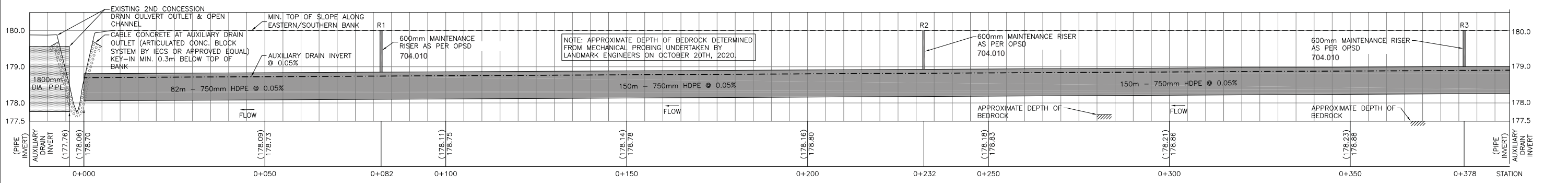
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365)	Michael Bates	427)	Shawn Keizer & Ashley Schott	491)	Roy Edwards	555)	Deborah & Kevin Gonda
366)	Margaret Halls	428)	Joseph & Carol Reaume	492)	Brenda Sprague	556)	Dennis Pare
367)	Nestor Restrepo & Jillian Romero	429)	Giuseppe & Angela Desantis	493)	Randy Fox	557)	William & Christine Belcher
368)	John & Kata Valentik	430)	Keith & Nicole Lauzon	494)	Eric & MaryAnn Steel	558)	Joanne Paliga
369)	Daniel & Patricia Thibert	431)	Frederick & Karen Bertrand	495)	Larry & Deborah Hawksworth	559)	James & Catherine Muir
370)	Lauren Dewar	432)	Ronald & Mary Grant	496)	Tammy Gatto & Todd Meloche	560)	Joshua Oakley
371)	James & Marguerite Jaques	433)	Henrik & Rita Andersen	497)	Vincent & Shirley Pare	561)	Jacob & Margaret Maine
372)	Asterie Ndikumana	434)	Gerard & Jennifer Shaw	498)	Ignazio & Nives Galvan	562)	Elizabeth Mickle & Pauline Shaw
373)	Jerry & Elizabeth Sokolik	435)	Dina Orsi	499)	David Martin	563)	Amber Lougheed
374)	Douglas & Brenda Thompson	436)	Eric Bratt & Elaine Anderson	500)	Adam & Meghan Gilchrist	564)	Constance Hamilton & Charles Faraday
375)	Mark Meloche	437)	Rami Chammat & Karen Brookmire	501)	Mario & Anna Rosso	565)	Nelly VanDerHeide
376)	Marcella Dufour & James Best	438)	Natalie & Luigi D'Ambrosio	502)	Richard & Maureen Meloche	566)	Tanya & Bradley McGuinness
377)	Courtney Ryan & Daniel Michaud	439)	Maynard & Marva Hurst	503)	Denis Skenderovic & Anne Feghali	567)	Gary & Jessica Drouillard
378)	Matthew Dipasquale & Katelyn	440)	Drew & Kary Colson	504)	Jon & Penny Morse	568)	Kenneth Kozora
379)	Goodchild	441)	Alan Guthrie & Janice Boismier	505)	Frank Sustar	569)	Ann Peltier
379)	Leo Drouillard	442)	Michael Bellefleur	506)	Alan & Gail Doyle	570)	Wayne & Sandra Bastien
380)	Paul & Brenda Owen	443)	Sherry & Jeffrey Coulter	507)	James Irvine & Angela Rothwell	571)	Carlyle & Christine Brassett
381)	Cheryl & Thomas DiPasquale	444)	Ernest & Tracy Godden	508)	Kyla & Jeremy McLeod	572)	Peter & Darlene Bischoff
382)	Mark & Gwen McAllen	445)	Thomas & Mary Henderson	509)	Wayne Laporte	573)	Tara Rousseau & Thomas Triolet
383)	Aaron Turner & Marija Lelas	446)	Patrick Heroux & Jo-Anne McDowell	510)	Marc Maitre	574)	Terence & Michelle Hayes
384)	Frederick Gilbert	447)	John & Gail Deneau	511)	Gladys Gates	575)	Nicholas Vitale
385)	William Beale	448)	Candace Wright & Christopher Mendler	512)	Charles & Patricia Goodchild	576)	Edward & Laura Gushulak
386)	Nelson & Pauline St. John	449)	Larry & Greta Ruston	513)	Maria Cafarelli	577)	Troy Stewart
387)	Robert & Gloria Taylor	450)	Leonard & Paula Tetreault	514)	Judith Renaud	578)	Brian & Michelle Barrett
388)	Tammy Campbell	451)	James Durocher & Carly LeBlanc	515)	Robin Prior	579)	Lisa Stewart
389)	Rose McKinnon	452)	Livia Donofrio	516)	Christopher & Judith Dywelska	580)	Gary Triolet
390)	Douglas & Mary Middleton	453)	Donald & Angela Florica	517)	Jonathan & Stephanie McGuire	581)	Mark & Michelle Fryer
391)	Karl & Domenica Trudell	454)	Alberto & Grazietta D'Alimonte	518)	Brian & Elizabeth Mulder	582)	Kenneth & Terry Schneider
392)	Joshua Hurst	455)	Mary DiPasquale	519)	Steven Blais	583)	Robert & Diane Donaldson
393)	David Sinasac	456)	Corey Pisonneault & Samantha Quinn	520)	Nada Bratt	584)	Patricia Batiste
394)	Otto & Vera Newhook	457)	Allan & Donna Halowski	521)	Michel & Debra Bastien	585)	Bruce & Jean Galt
395)	Paul Simpson	458)	Luigi & Tonia Fortini	522)	Janos & Ildiko Herits	586)	Silvino & Mary DiMarco
396)	Anne Kainz	459)	Michael & Cindy Marentette	523)	Stacey-Lee Flatt	587)	Greg & Donna Nemeth
397)	Joseph & Patricia Cunningham	460)	Barry & Maureen Renaud	524)	Richard Borland	588)	Jason Brown
398)	Michael & Donita Farmer	461)	Mark Bailey	525)	Stephen & Jen-A-Lee Hayes	589)	Karin Porter
399)	Jennifer Meunier & Robert Racette	462)	Richard & Manila Orum	526)	Ricky & Tammy Digiovanni	590)	Johnny & Rebeckah Muresan
400)	Ralph & Heather Attwater	463)	Dawna Gorrell	527)	Kenneth & Kathryn Foley	591)	James Wright
401)	Ada & Jeffrey VanDongen	464)	Mark & Laura Mousseau	528)	Timothy & Kristin Schneider	592)	Rocco & Graziella Mancini
402)	Bernice & Neil Slater	465)	Wendy Wallace	529)	Rose McKinnon	593)	Joel Cote & Jessica Bagley
403)	Raquel Hurst	466)	William Matte & Shelly Price	530)	Richard & Debra Turgeon	594)	Joel & Kelli Street
404)	Gilbert & Karen Bezaire	467)	Marvin Bennett & Karen Longfield	531)	Erin Killops	595)	Daniel Beneteau & Kristy-Lee Fram
405)	Nancy Polyak	468)	Andrew & Catherine Goral	532)	Scott & Joan Donaldson	596)	Eugene Mcgraw & Susan Renaud
406)	Theresa Lachapelle	469)	Gareth & Sylvia Williams	533)	2309067 Ontario Inc.	597)	Gordon & Leanne Meloche
407)	Albert & Pauline Bump	470)	Gerry Hennin	534)	Carson & Pamela Williams	598)	Robert & Danijela Pontini
408)	Alex Temesy & Jaide Lyons	471)	John Gyori & Amanda Ward	535)	Leone & Dennis McLean	599)	Joseph Beattie & Colleen O'Phee
409)	Daniel Delmore & Dayna DiPasquale	472)	Uwe & Mary Kollin	536)	William & Michelle Beaudoin	600)	Ian & Helen Hayward
410)	Carol Charette	473)	Annie Mower	537)	Jeffrey & Pemela Hocevar	601)	Thomas & Rozemary Jaber
411)	John & Patricia McLaughlin	474)	Renee & Gregory Leal	538)	Augusto & Giovina Moscatello	602)	Ronald & Luane Faucher
412)	Kenneth & Anne Garrod	475)	Eugene & Mary Hasson	539)	Brent Wessels	603)	Mary Casetta & Allen Simpson
413)	Kenneth Greason	476)	Vance Sinasac	540)	Lorenzo Alfini & Darcie Wright	604)	2HCoulson Ltd.
414)	John Shearon	477)	Joshua & Olivia Parsons	541)	Kevin Giroux	605)	Steven & Sheila Walton
415)	James & Lynda Parr	478)	Joshua Lenz & Lisa Wright	542)	Donald & Evelyn Meharg	606)	Nathan & Andrea Fevreau
416)	Natalie Faucher	479)	Sylvie & Daniel Babin	543)	Paul Garner	607)	Nanette Gatt
417)	Jennifer & Robert Oriet	480)	Hugh & Margaret Evans	544)	Mathew McLean	608)	Christopher D'Aloisio
418)	Glenn & Trudy Hansman	481)	Lorne Harrison	545)	Christopher & Michelle Short	609)	Richard & Kathryn Lancop
419)	Emilia Rufo	482)	David Howcroft	546)	Tina Triolet	610)	Kathryn Lancop
420)	Gary & Shirley Wigle	483)	Matthew Pellow	547)	Lionel & Ederlyn Girard	611)	Agostino & Lise Menna
421)	1882018 Ontario Inc.	484)	Jeffrey & Krisanne Moore	548)	Annabelle Bowden	612)	Agostino Menna
422)	Erik Eliassen & Amanda Ouellette	485)	Francis & Katherine Beaudoin	549)	Christine & Ronald Fryer		
423)	Dylan & Jessica White &	486)	Michael & Anne Gray	550)	Jeremy Pillon		
423)	Mary-Josephine McCaffrey	487)	Laura Borland	551)	Kevin, Jessie & Joyce Boismier		
424)	Bruce Abson	488)	Town of Amherstburg	552)	Tina Decarlo		
425)	Leslie Pettypiece & Linda Mclean	489)	Brandon St.Pierre & Kayla Temesy	553)	Robert Carr		
426)	Mitchell Bastien	490)	Lauren Deneau	554)	Larry & Rhonda Hurst		

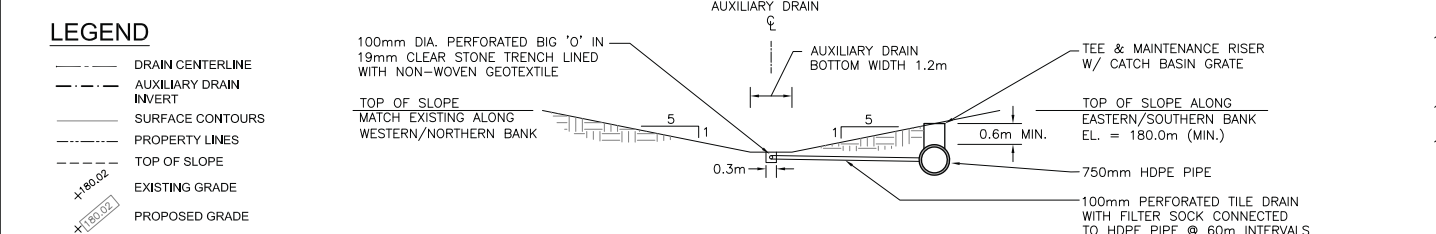
APPENDIX "REI-E"



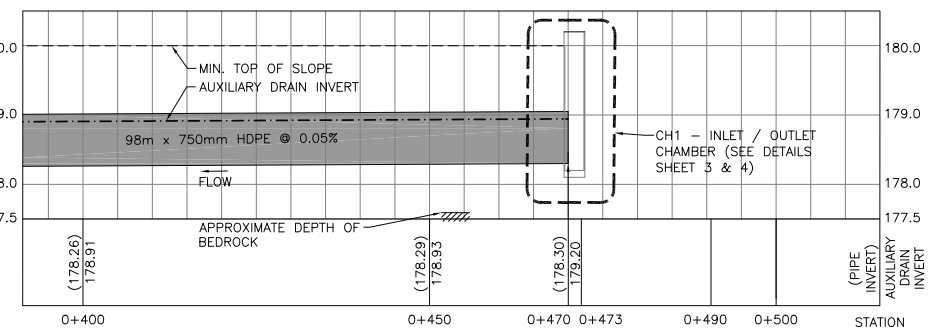
PLAN - NEW AUXILIARY DRAIN
SCALE: 1:500



PROFILE - STA: 0 + 000 TO 0 + 378
SCALE: 1:500 HORIZONTAL
1:50 VERTICAL



D1 11 SECTION DETAIL - AUXILIARY DRAIN (TYPICAL)
SCALE: 1:100



PROFILE - STA: 0 + 378 TO 0 + 490
SCALE: 1:500 HORIZONTAL
1:50 VERTICAL

NOTE:
STATIONING REFERENCED TO
AUXILIARY DRAIN CENTER LINE.
STATIONING AND PIPE LENGTHS
DO NOT RECONCILE NORTH OF
STA 0+378.

Road Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621
January 26th, 2022

**THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES
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AT THE MUNICIPAL OFFICE.**

all dimensions are in
METRES
unless otherwise shown

Landmark
Engineers Inc.
2280 Ambassador Drive
Windsor, Ontario, Canada
N9C 4E4
Phone: (519) 972-8022
Fax: (519) 972-8844
www.landmarkengineers.ca

drawn by
date
EMK/JEN
DEC. 2020

designed by
date
DMK/DTK
DEC. 2020

checked by
date
DMK
DEC. 2020

D. M. KRUTSCH
LICENSED PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

A. D. MICHAUD
LICENSED PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

revisions	No.	Description	Date
	0	OWNER'S REVIEW	APRIL 2020
	1	ISSUED FOR APPROVALS	20 AUG. 2020
	2	RE-ISSUED FOR APPROVALS	15 JAN. 2021
	3	ISSUED FOR ENGINEER'S REPORT	15 JUNE 2021
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	5		
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detail legend

A
B
C

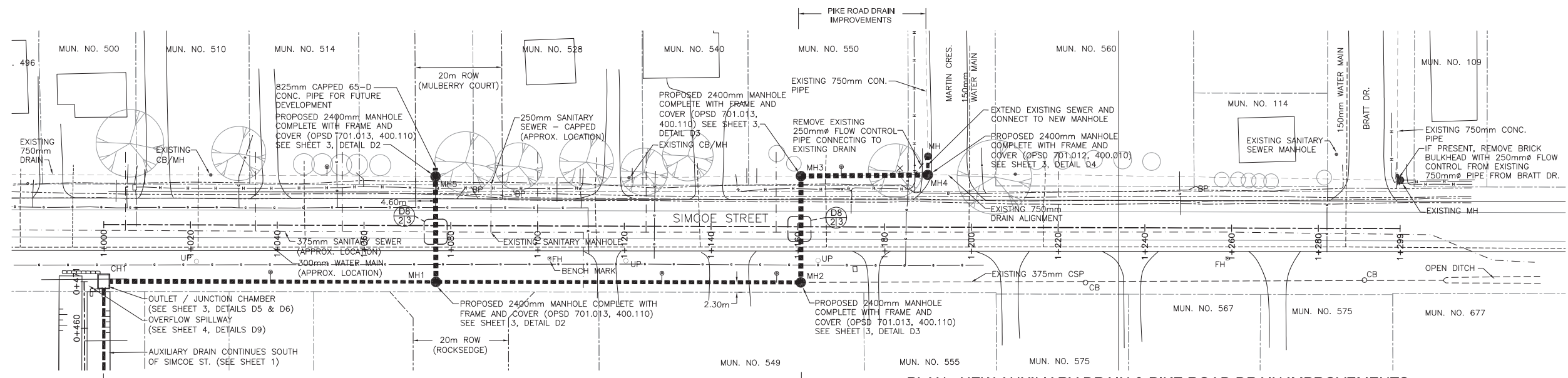
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B: SHEET WHERE DETAIL REQ'D
C: SHEET DETAIL DRAWN ON

client
ROCKSEDGE DEVELOPMENTS INC.

project
PIKE ROAD DRAIN IMPROVEMENTS AND AUXILIARY DRAIN CONSTRUCTION

drawing title
PROPOSED WORKS AUXILIARY DRAIN PLAN AND PROFILE

project no. 18-039B
drawing no. 18-039B-01
sheet no. 1 of 4
scale: AS SHOWN



PLAN - NEW AUXILIARY DRAIN & PIKE ROAD DRAIN IMPROVEMENTS
SCALE: 1:500

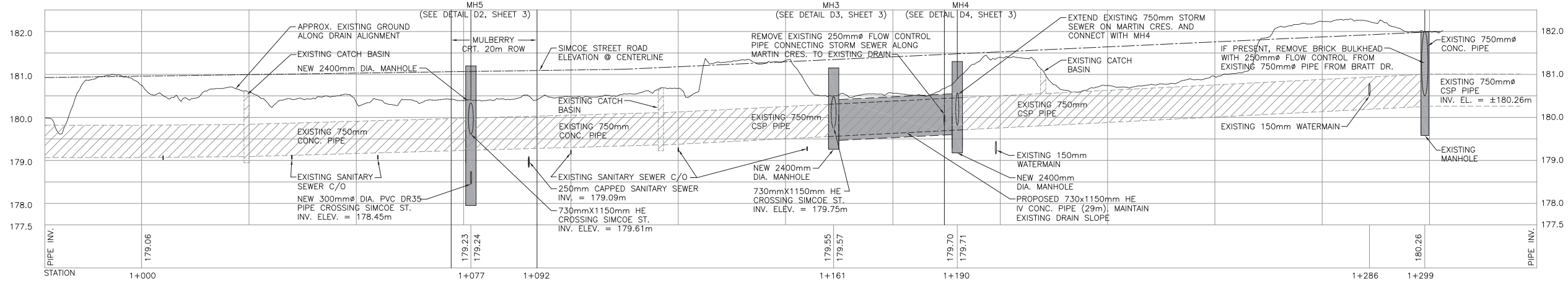
LEGEND

- NEW DRAIN ALIGNMENT
- - - EXISTING DRAIN
- TOPOGRAPHIC FEATURES
- - - BELL TELECOMMUNICATIONS
- NATURAL GAS
- HYDRO
- WATERMAIN
- SANITARY SEWER
- BP BELL PEDESTAL
- FH FIRE HYDRANT
- SUMP PIT CATCH BASIN AS PER TOWN OF AMHERSTBURG DRAWING LG1
- ✕ EXISTING CONNECTIONS TO STORM SEWER

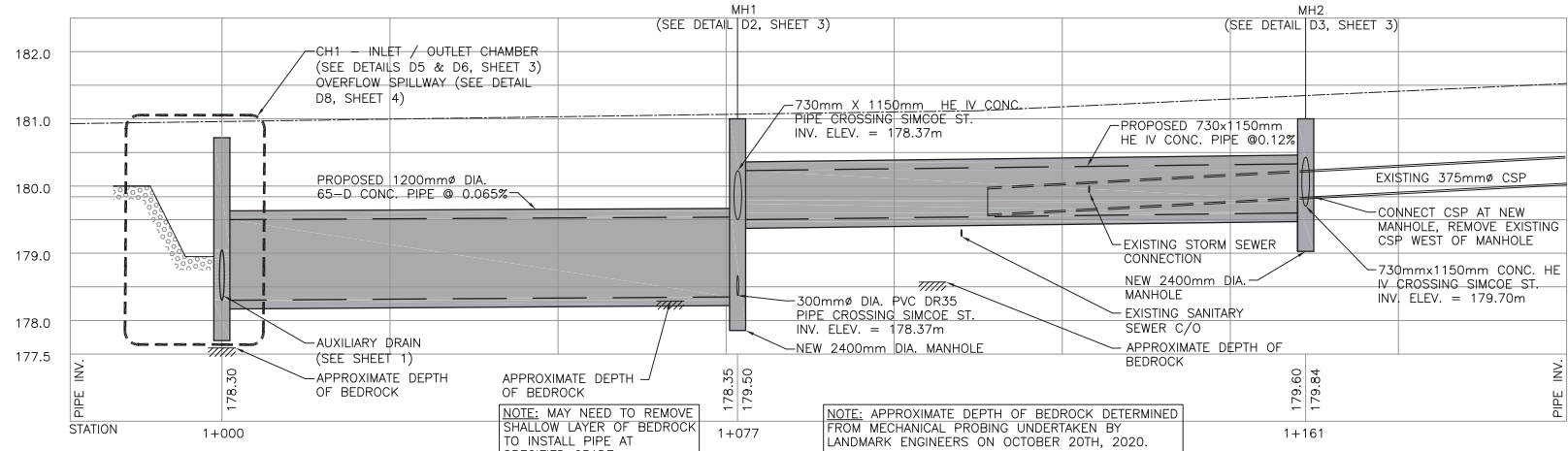
DRAIN LAYOUT POINTS

DESCRIPTION	NORTHING	EASTING
CH1	4662933.57	327025.46
MH1	4662927.67	327101.82
MH2	4662921.88	327185.73
MH3	4662946.33	327187.42
MH4	4662944.63	327216.62
MH5	4662951.94	327103.36

*NOTE: LAYOUT POINTS REFERENCED TO THE CENTER OF EACH CHAMBER / MANHOLE



PROFILE - PIKE ROAD DRAIN IMPROVEMENTS
SCALE: 1:500 HORIZONTAL
1:50 VERTICAL



PROFILE - NEW AUXILIARY DRAIN
SCALE: 1:500 HORIZONTAL
1:50 VERTICAL

BENCHMARK
TOP OF NUT ON FIRE HYDRANT NEAR WEST DRIVEWAY TO MUN. NO. 549 SIMCOE ST.
ELEV. = 181.73m

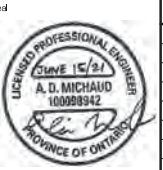
Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621
January 26th, 2022

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all dimensions are in METRES unless otherwise shown

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2990 Ambassador Drive
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drawn by	JEN
date	DEC. 2020
designed by	DMK/DTK
date	DEC. 2020
checked by	DMK
date	DEC. 2020



revisions	No.	Description	Date
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Page 172

detail legend

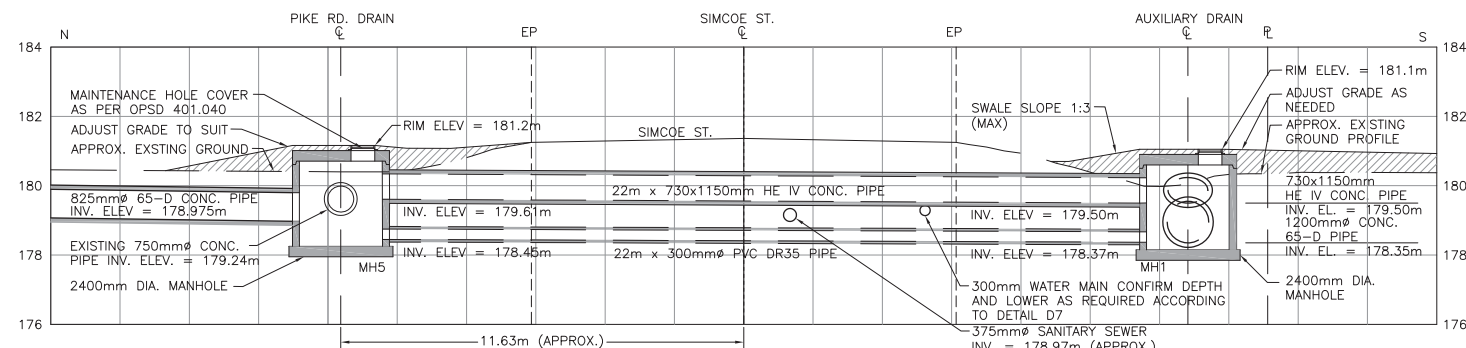
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ROCKSEDGE DEVELOPMENT INC.

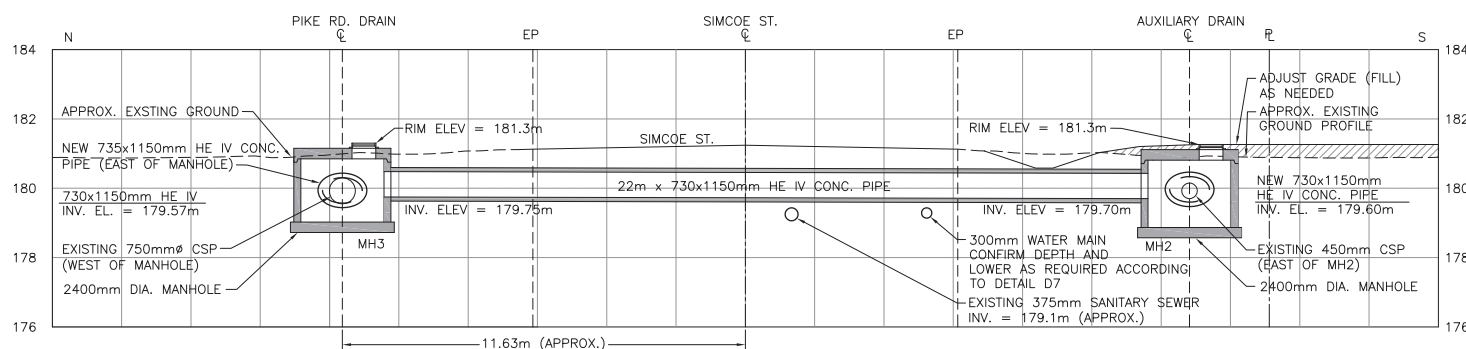
PIKE ROAD DRAIN IMPROVEMENTS AND AUXILIARY DRAIN CONSTRUCTION

PROPOSED WORKS PIKE ROAD DRAIN IMPROVEMENTS PLAN & PROFILE

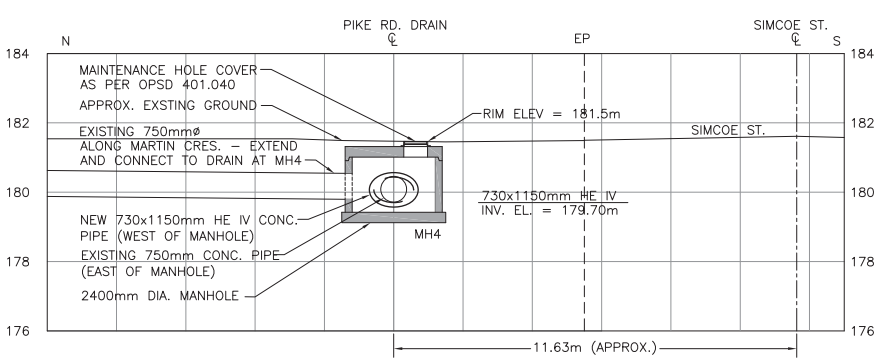
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drawing no.	18-0398-02
sheet no.	2 of 4
scale	AS SHOWN



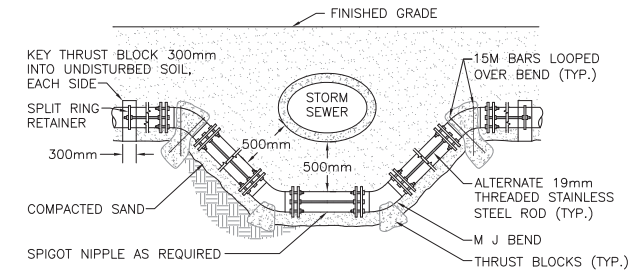
D2 SECTION - STA 1+077 SIMCOE STREET CULVERT CROSSING (MH 1 & MH5)
SCALE: 1:100



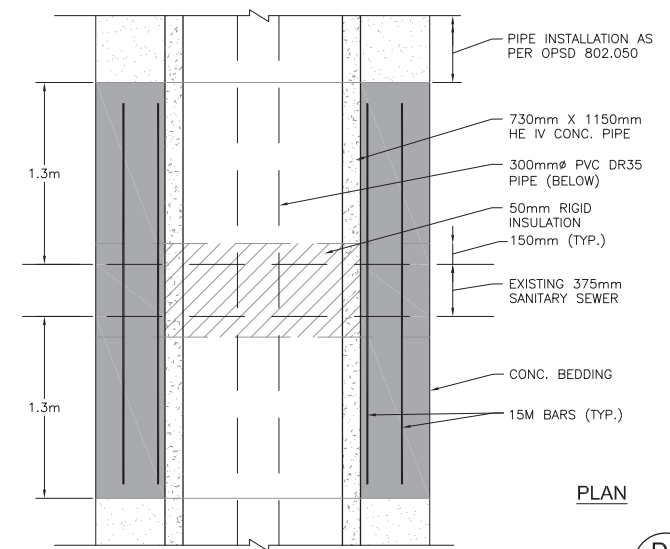
D3 SECTION - STA 1+161 SIMCOE STREET CULVERT CROSSING (MH2 & MH3)
SCALE: 1:100



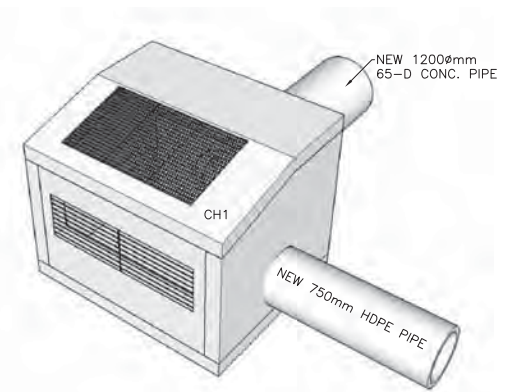
D4 SECTION - STA 1+090 (MH4)
SCALE: 1:100



D7 WATERMAIN LOWERING DETAIL (TYP.)
SCALE: 1:50

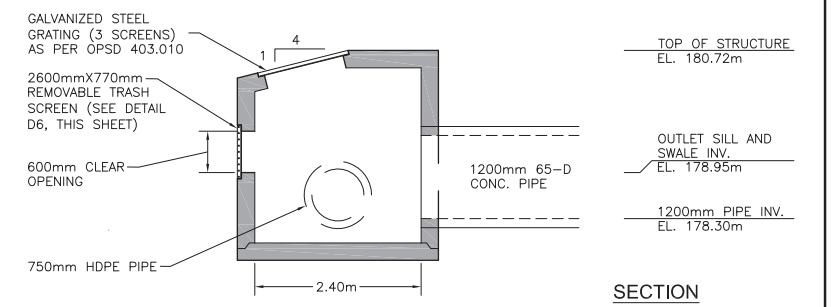


D8 SECTION - PIPE SUPPORT BEAM
SCALE: 1:50

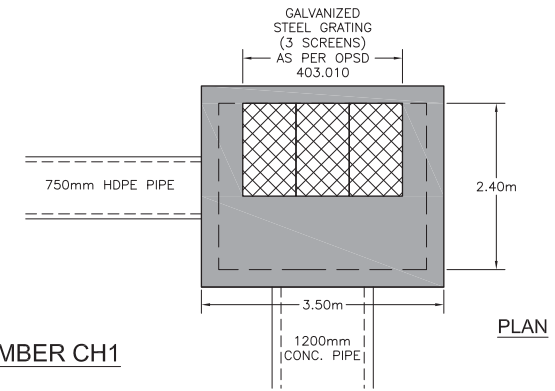


ISOMETRIC VIEW
SCALE: N.T.S.

NOTE: THE CONTRACTOR SHALL SUBMIT SEALED ENGINEERED SHOP DRAWINGS FOR CHAMBER CH1. CHAMBER CH1 SHALL BE DESIGNED IN ACCORDANCE WITH OPSS 1351 AND CAN/CSA 56

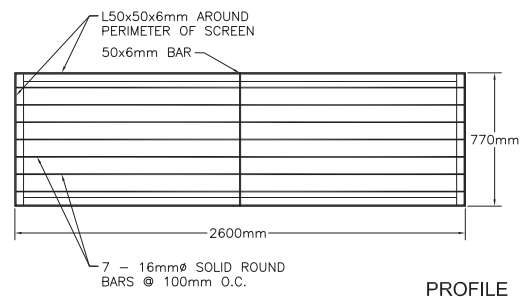


SECTION

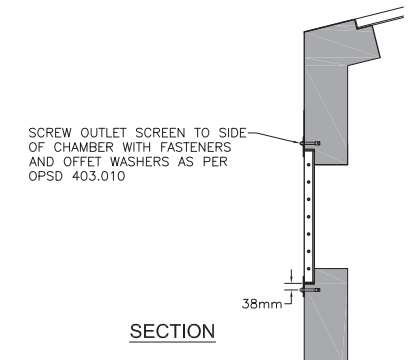


PLAN

D5 OUTLET / JUNCTION CHAMBER CH1
SCALE: 1:50



PROFILE



SECTION

NOTES:

- THE STEEL ANGLES AND BARS THAT MAKE UP THE OUTLET SCREEN SHALL BE FULLY WELDED IN ACCORDANCE WITH CSA W59. ALL JOINTS AND EDGES SHALL BE GRIND SMOOTH TO THE TOUCH.
- THE ENTIRE SCREEN ASSEMBLY SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH CSA G164

D6 OVERFLOW OUTLET SCREEN DETAILS
SCALE: 1:20

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621
January 26th, 2022



drawn by
date
EMK/JEN
DEC. 2020

designed by
date
DMK/DTK
DEC. 2020

checked by
date
DMK
DEC. 2020

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detail legend
A B C
A DETAIL NO.
B SHEET WHERE DETAIL REQ'D
C SHEET DETAIL DRAWN ON

client
ROCKSEDGE DEVELOPMENT INC.

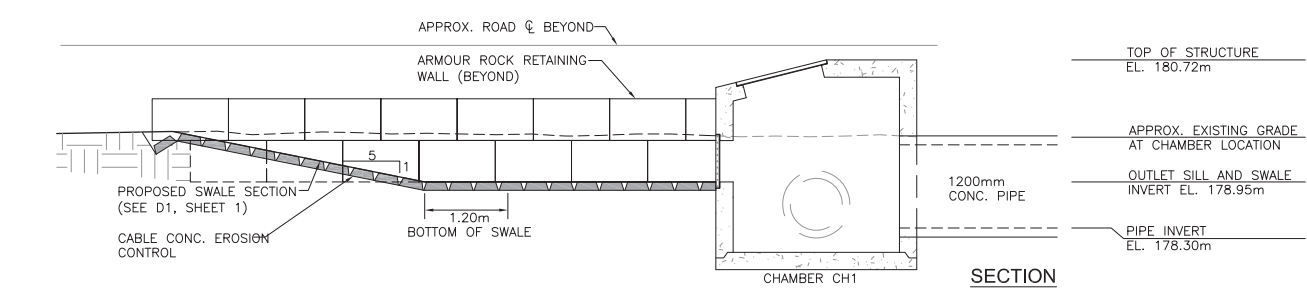
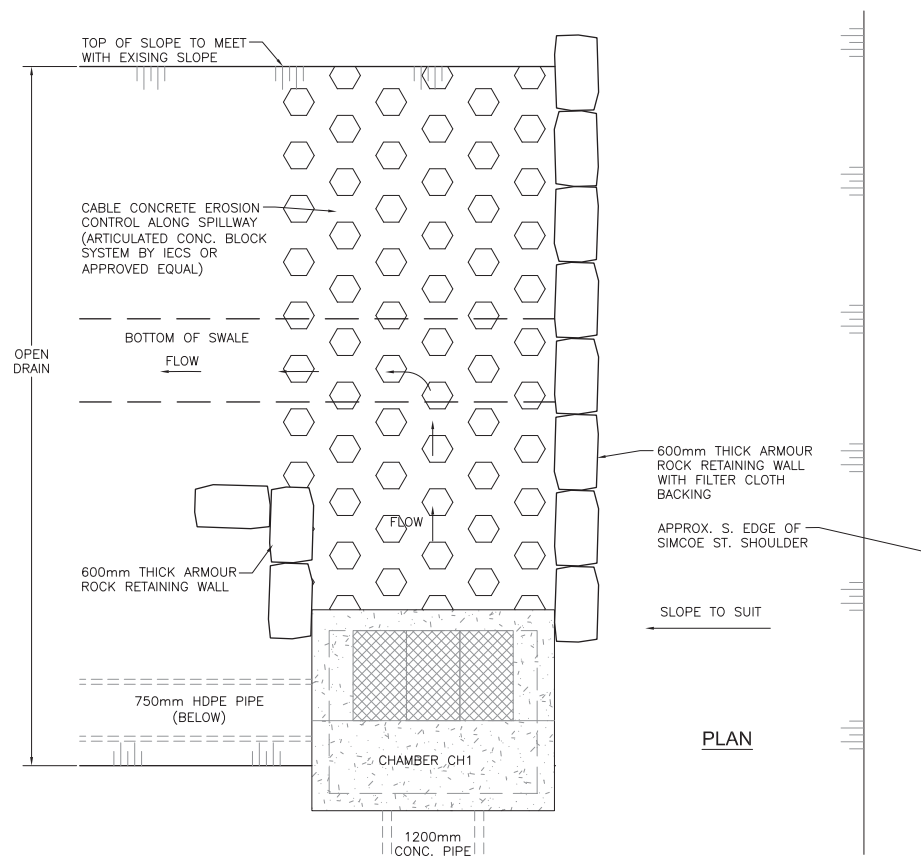
project
PIKE ROAD DRAIN IMPROVEMENTS AND AUXILIARY DRAIN CONSTRUCTION

drawing title
MISCELLANEOUS DETAILS

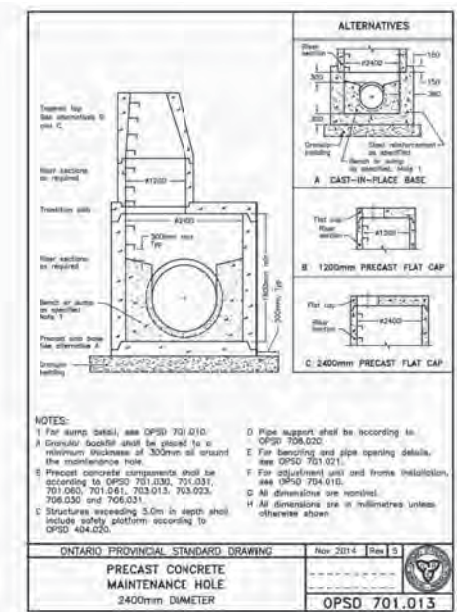
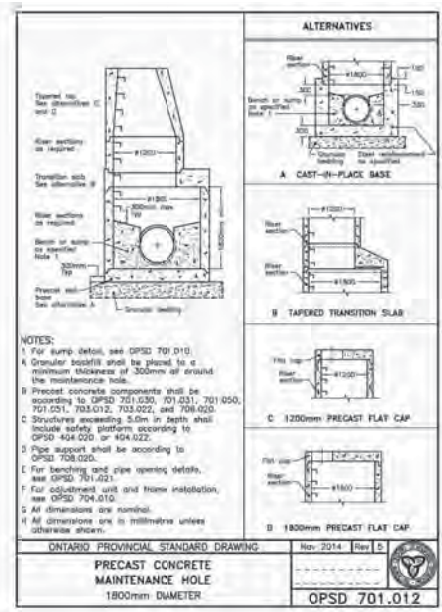
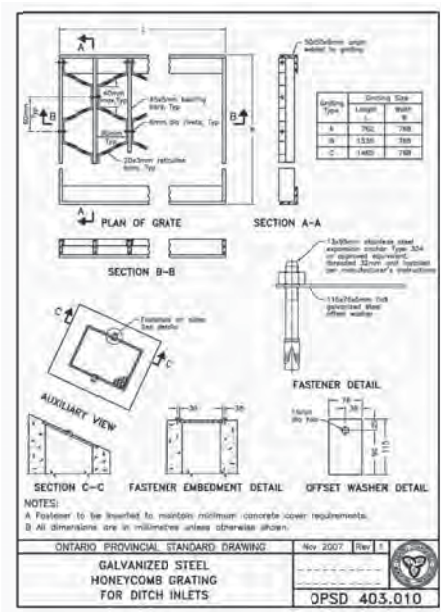
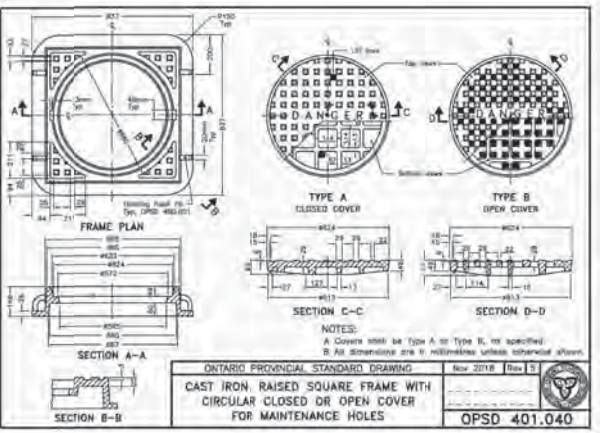
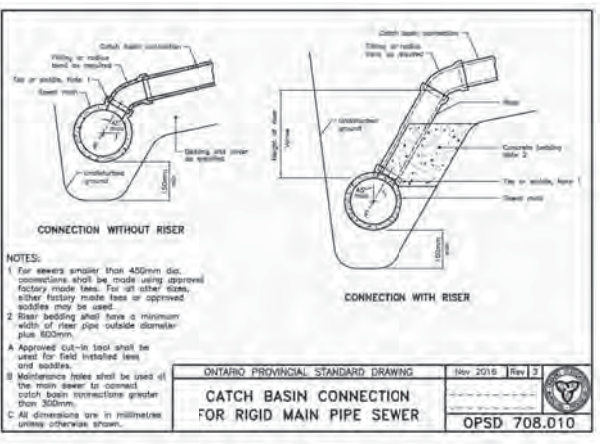
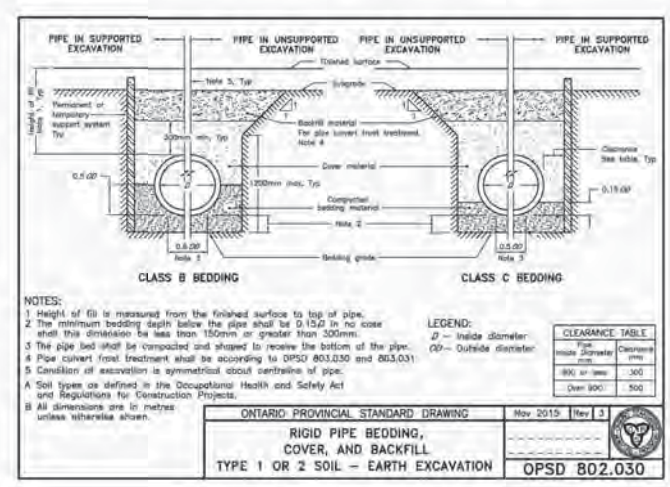
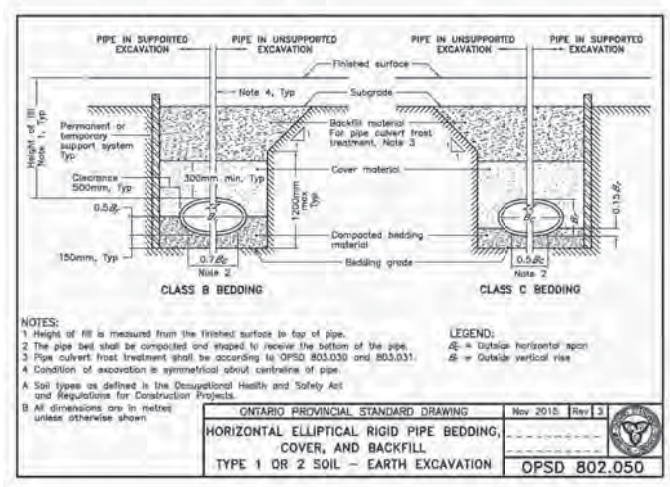
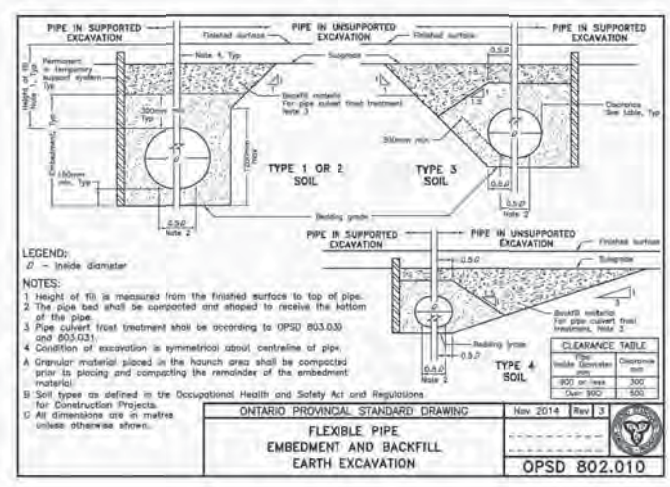
project no.
18-039B
drawing no.
18-039B-03
sheet no.
3 of 4
scale
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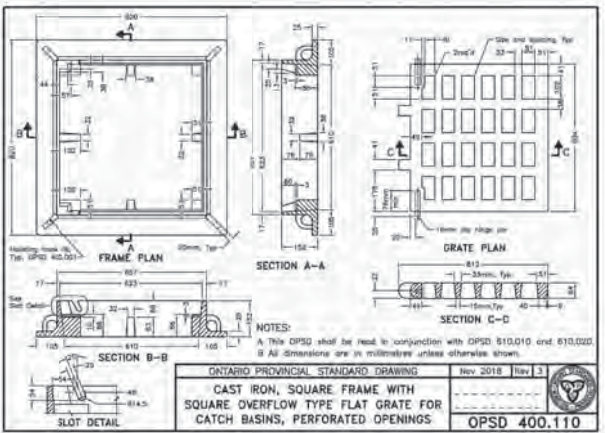
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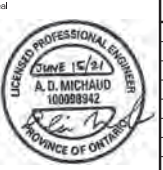
D9 OVERFLOW SPILLWAY DETAILS
SCALE: 1:50



Rood Engineering Inc.
Consulting Engineers
9 Neilson Street
Leamington, Ontario N8H 1G6
519-322-1621
January 26th, 2022



drawn by	EMK/JEN
date	DEC. 2020
designed by	DMK/DTK
date	DEC. 2020
checked by	DMK
date	DEC. 2020
approved by	



revisions		
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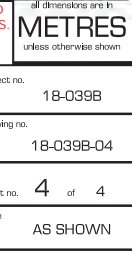
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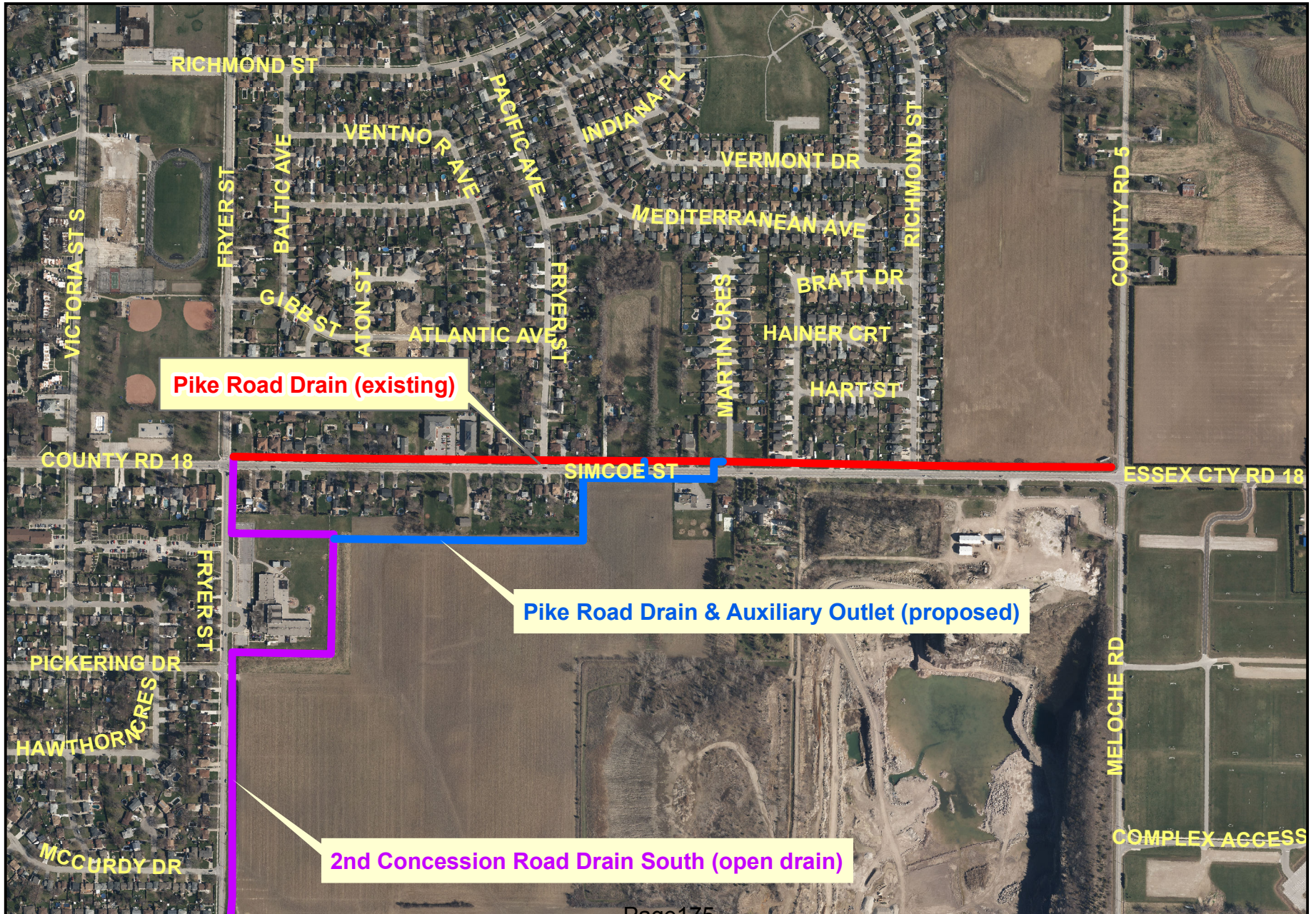
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Page 74

detail legend	
client	ROCKSEDGE DEVELOPMENT INC.
project	PIKE ROAD DRAIN IMPROVEMENTS AND AUXILIARY DRAIN CONSTRUCTION
drawing title	MISCELLANEOUS DETAILS
project no.	18-039B
drawing no.	18-039B-04
sheet no.	4 of 4
scale	AS SHOWN

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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: South Fire Station – Award of Request for Proposal – Design, Construction documents and Tender Phase

1. RECOMMENDATION:

It is recommended that:

- 1. The project proceed utilizing a Design-Bid-Build project delivery model with the following recommendations:
2. The Mayor and Chief Administrative Officer or designates, BE AUTHORIZED to execute an agreement with the sole bidder Masri O Architects in the amount of \$511,300 plus HST including all labour and materials to produce a full set of Design Construction Documents inclusive of project tendering for a new Fire Station at the Libro centre inclusive of \$97,000 to include plans for a gymnasium and further;
3. Council APPROVE an expenditure in the amount of \$261,300, plus non-refundable HST, which is required for the overage on the Fire Station costs in the amount of \$164,300 and to allow for the inclusion of gymnasium design in the amount of \$97,000, and DIRECT the Chief Financial Officer to report back to Council on the recommended funding source and further;
4. The Chief Administrative Officer, BE AUTHORIZED to sign or take any such actions required to execute the preparation of Design Construction Documents suitable for tender for the implementation of the new Fire Station and Gymnasium, satisfactory in legal form to the Clerk, in technical content to the Fire Chief and the Director of Parks Facilities, Recreation and Culture and in financial content to the Director of Corporate Services and further; and,

5. The final Design/Tender documents **BE BROUGHT BACK** to Council for approval to then select a general contractor for the construction of the new facility through a comprehensive tendering process.

EXECUTIVE SUMMARY:

N/A

2. BACKGROUND:

On July 16, 2021 Administration, provided a detailed review and options to fulfill the recommendations of the Fire - Master Plan for the years 2020-2025, with an outlook to 2030. This review was necessitated in part, because of the anticipated development that will occur in the Town of Amherstburg within the next few years coupled with the challenges of aging infrastructure, and difficulties meeting response targets established by Council in the Establishing and Regulating By-Law. The Fire-Master Plan update was presented to Council on July 13, 2020.

On August 9, 2021 Amherstburg Town Council approved the direction of a two (2) station consolidation option for Fire Services in the Town of Amherstburg. This decision would have a positive impact on the Town's ability to make progress towards the completion of outstanding recommendations contained in the Fire Master Plan. (See attached report Titled; Fire Department Deployment – Fire Station Options Appendix A)

In addition, it was well known at the time that there would be a cascading impact on several other corporate decisions required in strategic documents already approved or under consideration, including:

- Libro Secondary Plan
- Asset Management Plan
- Facility Needs / Condition Assessment for all Town Facilities
- Accessibility Considerations

The Libro Secondary Plan was also a plan that was presented to Council and discussed in detail in 2020. While the full report was not approved by Council at that time, subsequent reports to implement portions of the overall plan have been approved by Council. The plan engaged the public and many private organizations including a number of recreational user groups. As a result of this public engagement, a group called the Amherstburg Indoor Sports Association (AISA) was formed in May 2020 as an umbrella organization representing five (5) large sports user groups including, basketball, badminton, pickleball, tennis and volleyball.

AISA prepared a proposal to Administration and Council in January 2021 which proposed an addition be constructed to Libro in the form of a lean-to (gym) measuring approximately 80' W x 120' L x 35' H that would house an indoor gymnasium facility thereby accommodating the 5 different indoor sports groups year-round.

In looking to satisfy requests from various user groups and requests from the public, regarding an indoor gymnasium Administration met with AISA several times regarding

their proposal. During these discussions an “outside the box” idea was put forward to consider an addition to the new Fire Hall for a gym. The idea was further investigated and deemed to be a potential cost savings on design and construction.

AISA was very receptive to the idea especially with the potential for expedited timelines for building a facility and are willing to collaborate with the Town in any way possible in order to achieve the creation of an indoor recreational gymnasium and space that can be used year-round by the community. Not only will this address the 5 large sports user groups it will also provide additional recreational programming space for the Town which can be rented out to bring in revenue. Administration has reviewed the design elements that would be incorporated into the overall site to ensure the facility and space fits with review the overall Libro Secondary Plan and to ensure key elements that have already been approved by Council such as the Fire Hall and Skate Park are seamlessly integrated into the overall design.

To determine the potential cost savings and viability of linking a gym to the new Fire Station at the Libro, Administration included both in an RFP. The RFP was issued in April 2022 for the preparation of Design and Construction documents inclusive of contract administration and Tendering for the Consolidated Fire Station, however allowing for just the Fire Station to proceed should Council not elect to include the gym. Council requested Administration re-visit the Libro Secondary Plan to ensure approved elements of the plan such as the Skate Park and Fire Station fit with the overall design. During this exercise Administration considered current and past requests from the community for recreational and programming space and as a result is providing Council with options for potential cost savings that considered and satisfy a number of recreational needs in the community some of which have been set aside for a long duration of time due to lack of funding and COVID-19.

3. DISCUSSION:

Following the Town’s procurement process only one proposal was received for this project. The proposal was evaluated and Administration followed up on several reference checks which were all positive. As a result, Administration was in a position to negotiate with the proponent in order to modify their original bid to something more manageable for the Town with a significant savings for a reduced scope of work from a contract administration standpoint.

Council has received delegations and feedback from groups, including but not limited to AISA, as well as individuals regarding programming space for indoor sports, gathering and programming space at the Libro Facility. The proposed Libro Secondary plan has also outlined considerations for indoor sports facilities.

AISA has put forward both ideas and proposals for activities, including Basketball, Pickle Ball, Badminton, Volley Ball and Tennis.

During the negotiations with the proponent, an opportunity did present itself to consider schematic design and development, and construction documents at a significantly reduced cost (approx. 75% less). This would assist the municipality to plan ahead.

Phase	Fire	Gym	Total
Schematic Design	\$ 51,280	\$ 12,000	\$ 63,280
Design Development	\$ 176,880	\$ 31,000	\$ 207,880
Construction Documents	\$ 170,280	\$ 54,000	\$ 224,280
Tendering	\$ 15,860		\$ 15,860
Total	\$ 414,300	\$ 97,000	\$ 511,300

Assumptions & Considerations:

The fees for the Gymnasium are based on the understanding that it will be designed and constructed simultaneously with the fire station and as part of a single building.

As noted above the fees for the gymnasium are based on the understanding that it will be designed and constructed simultaneously with the Fire Station and as part of a single build. Administration has consulted with various contractors, engineering firms and consultants outside of the successful proponent for this contract regarding design fees and construction costs. Due to economies of scale and rising construction prices adding this amenity as an expanded footprint to the New Fire Station will not only save on design, mobilization set-up and administrative costs it will also expedite the potential of a new gymnasium for the Town. Providing two new facilities at a reduced rate that can and will be used by a number of user groups and the community at large thereby providing an additional space that can be rented and will generate revenue for the town for Town gatherings, parties and or sporting events.

It should be noted that while it is being recommended to include the gym at this stage, it does not necessitate the construction of the facility with the gym. It merely sets the stage for that option to be considered either during the construction of the Fire Station, should that be financially feasible and something Council chooses to proceed with, or merely an addition which can then be considered at a later date. The viability of having these options is directly tied to the first step of approving its inclusion at this stage of the project should that be Council’s direction.

4. RISK ANALYSIS:

There are many risk considerations for Council to be aware of as this decision will affect the future completion of outstanding recommendations contained in the Fire Master Plan and The Libro centre Secondary Plan. Most importantly, it should be noted that there is a further cascading impact to several other corporate decisions that are uncertain and outlined in several strategic documents already approved by Council or are under consideration currently. They include the Asset Management Plan, Libro Secondary Plan, accessibility legislation compliance considerations, Emergency Response Plan, the pending Facility Needs & Condition Assessment of all Town facilities, and the future financial planning strategy for the Town. Balancing all of these competing priorities is a challenge for Council, however, a decision on the project as presented in this report is paramount, for other programs to move forward.

Approving the project as outlined in this report will help administration solidify some major pieces of infrastructure in a location that makes fiscal sense both operationally and from a response risk-gap perspective as outlined in the Fire Master Plan with the ultimate consideration of **“what is best for the residents we serve”**.

In order to begin to look at long range planning for the Town’s facility infrastructure in a fiscally responsible manner, taking into consideration the long list of projects and studies as identified in this report. Some key decisions must be made. The new Fire Station is a prime example of infrastructure that is needed at the currently approved location and will help administration begin building a business case for other infrastructure to follow that fits within the context of the site.

5. FINANCIAL MATTERS:

Financial cost for this project is outlined in the table below. During negotiations with the proponent, an opportunity presented itself to consider schematic design and development inclusive of construction documents for the entire project at a significantly reduced cost (approx. 75% less). This provides the municipality with an opportunity to plan ahead for additional space utilization at the Libro.

Currently, there is \$250,000 approved in the 2022 Capital Budget for the Fire Station project. The total cost, inclusive of the \$97,000 for the gym and \$164,500 shortfall for the fire station, is \$511,300, excluding non-refundable HST.

Administration will review options for funding the \$97,000 for gymnasium, and \$164,300 fire hall designs from reserves or 2021 operational budget surplus and report back to council following the delivery of the 2021 year-end audit.

Fees by Phase	
Schematic Design	\$ 63,280
Design Development	\$ 207,880
Construction Documents	\$ 224,280
Tendering	\$ 15,860
Total	\$ 511,300
Revenue	
Approval 2022 Capital Funding	\$ 250,000
Shortfall in funding	-\$261,300

6. CONSULTATIONS:

Amherstburg Indoor Sports Association
 Manager of Recreation Services

The Financial Planning Administrator provided information on the bid review regarding compliance

7. CONCLUSION:

Administration recommends Council approve the Fire Station Project with the addition of the gymnasium design and that the award of contract for the preparation of design & construction documents be awarded to Masri O Architects, as outlined in this report.



Bruce Montone
Fire Chief



Heidi Baillargeon
Director

bm/BM

Report Approval Details

Document Title:	South Fire Station – Award of Request for Proposal – Design, Construction documents and Tender Phase.docx
Attachments:	- Appendix A -Fire Department Deployment – Fire Station Options.docx
Final Approval Date:	Jul 6, 2022

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



Tracy Prince - CFO



Melissa Osborne – Acting CAO

**Task assigned to Valerie Critchley was completed by workflow administrator
Tammy Fowkes**



Tammy Fowkes – Acting Clerk

Appendix A



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: Appendix A -Fire Department Deployment – Fire Station Options.docx

1. RECOMMENDATION:

It is recommended that:

- 1. Administration BE DIRECTED to proceed with Implementation of the requirements for one of the following options for fire services facilities and deployment...

Option A – Two Fire Station Model as outlined in the report from the Fire Chief dated July 16, 2021;

OR

Option B – Three Fire Station Model as outlined in the report from the Fire Chief dated July 16, 2021.

2. EXECUTIVE SUMMARY:

Fire Services along with support from Administration have undertaken a review and provided recommendations to update the Fire - Master Plan for the years 2020-2025, with an outlook to 2030.

The Town's levels of fire service was established by Council in 2017 with the adoption of By-law 2017- 67. (**Attached as Appendix "A"**)

The previous Fire Master Plan was adopted in part by Council in 2007 and directed the department and an established working committee to further consider the goals and report back to Council. The 2007 Master Fire Plan was at its end of usefulness and a current review of the Fire Master Plan was requested by the Chief Administrative Officer. This update was produced in partnership with multiple Town of Amherstburg partner departments, external consulting and members of the Amherstburg Fire Department. The final update was presented to Council on July 13, 2020.

The following scope was utilized to update the Fire - Master Plan:

- Conduct a current gap analysis on the risks identified;
- Determine the current effectiveness and efficiency of the department against the risks identified and present options to mitigate, respond and manage the risks;
- Evaluate the current and anticipated infrastructure and asset renewal challenges, and the station locations by measuring the risk and anticipated growth.
- Consult with the Public regarding expectations and satisfaction with respect to levels of service.
- Matching the above with deployment standards to arrive at future facility, site, spatial and infrastructure requirements, asset renewal, and;
- Make recommendations to reflect accomplishments during the evaluation process, as well as short, intermediate and long term program objectives with an outlook to 2030.

There are two basic risks that are considered in the fire service, operational risk and organizational risk. Operational risk is the responsibility of the department to determine the risk associated with the varying aspects and responsibilities within the department. Operational risk streams from the Fire Chief down, following the organizational chart. Organizational risk is the responsibility of the CAO and Council to determine. Consideration should include the disciplines, level of service, staffing, number of fire stations and business planning requests based on the risk assessment of the community as recommended by the Fire Chief.

Ultimately consideration should be given to **"what is best for the residents we serve"**. As the evaluation processes neared completion and the analysis of existing service levels were completed a better understanding of the fire service's existing capability to provide operational services was realized. It then became abundantly clear to staff that changes were required in order to improve initial response capabilities of the service; however, the capability to provide even the lowest level of effective response for concurrent emergencies or major incidents involving high or extreme risk properties presents a significant threat to the Town.

During the evaluation of response capabilities in various parts of the Town it was found that there were **deficiencies** in the ability of the town to provide 15 firefighters in 9 minutes and 10 firefighters in 10 minutes coverage targets in specific areas of the Town.

The department has studied and evaluated many redeployments and station relocation scenarios in an effort to determine the most appropriate method to minimize this risk should this be the will of Council. Scenarios reviewed included a one (1) station and a four (4) station model with the additional resources necessary 50 firefighters (FF)). The one station model could not provide the current level of service from a single location. A four station model proved to be more than adequate, however an analysis of the costs associated to provide such a model would be unreasonable. As a result a one station and four station model were therefore eliminated from further consideration.

Several scenarios were investigated and mapped out to evaluate a 3 station model in optimal locations based on the geographical make up of the town, giving consideration for risks, location of firefighters and future growth as established in the Town's Official Plan. A three station model was considered the most expensive option and includes construction of two new fire stations, a major upgrade to the third station and the need for twenty (20) additional Volunteer Fire Fighters (VFF).

Station consolidation scenario models are the optimal solution to meet service levels as established by Council. Such an undertaking will provide the best long term option for fire service in the Town; however, this option requires significant capital investment by the Town in order to re-construct two seriously aging stations..

A two (2) station consolidation model, would utilize the current number of VFFs with no related increases to staff or vehicles. This seems to present the least expensive option of those considered, with the lowest operating cost and as fire stations when newly built, are expected to last 40 plus years.

The updated Fire Master Plan includes detailed information on the two options, (3 Stations or Consolidation to 2 Stations). This detailed information is **included as (Appendix "B")** to this report for Council's convenience. Either Option A or B under consideration will produce significant improvements to achieving the established service level targets of Council.

In an effort to plan and move forward Council should decide which option is best for the long term organizational considerations as this decision will impact the future completion of outstanding recommendations contained in the Fire Master Plan. Further there is a cascading impact to several other corporate decisions required in strategic documents already approved or under consideration, including: Libro Secondary Plan, Asset Management Plan, accessibility considerations and the pending Facility Needs and Condition Assessment of all Town facilities. Balancing the competing priorities of the Town will be a challenge for Council to consider.

3. BACKGROUND:

There are many factors that are increasing the level of risk facing the community and the Town, but several are especially important over the period of the updated Fire Master Protection Plan period 2020-2025. They include:

- The increasing stock of residential homes being built and rise in population together with types of construction materials and methods used in the building process

- The stock of commercial, industrial and institutional facilities both occupied and unoccupied
- Increasing volumes of traffic on Town streets, roadways and highways
- Increasing density requests in all areas of town (ie secondary units)
- Increased density requests in new developments (i.e. semi's, townhomes) as well as vertical growth
- Aging infrastructure including 2 fire stations in excess of 60 years of age that may be unable to meet the needs for the Town's fire service in future.
- Climate change, emergency preparedness and business continuity planning

There are several aspects of the current resources available that require continued monitoring for effectiveness and efficiencies. They include:

- The need to ensure that the communications systems utilized, are a major component of enhancing the life safety of responders/citizens, and reducing property loss, and that the communications infrastructure remains current to rapid technological change.
- Monitor and adjust staffing levels consistent with the service delivery targets and needs based on growth, intensification and balancing the needs with the business planning process annually.
- With major staff turnover in the past five years, a significant lack of operational experience exists due to approximately 50% of the staff complement, being low seniority VFFs.
- Ensure training, policies, standard operating guidelines are kept to current legislated, mandated and best practice standards to enhance safety and increase efficiency and effectiveness in the department.
- Apparatus must meet the strenuous conditions required to respond and mitigate incidents in a safe and timely fashion. Apparatus should be reviewed for condition on an ongoing basis and replacement scheduling should be formalized to ensure efficiencies and that it meets current standards and meets the needs of the Town.
- Unique deployment challenges relative to services delivery throughout the Town including on Boblo Island.
- Administration of fire services to meet the direction of Council through the establishing and regulating bylaw 2017-67.
- The provision of services with consideration to public expectations identified through public consultation.
- To ensure that changes, improvements and objectives reflect the challenges faced by the Town now and through 2030, and the enhancements regarding safety in the workplace and the recommendations of the oversight body, the Office of the Fire Marshal.
- Alternative service delivery considerations should also be a focus.

Public consultation sessions were conducted during the month of August 2019. The attendance at these sessions was very low, but an on-line survey was also advertised and we received 90 returns of the survey. The community input provided confirmation of the direction recommended in the Fire Master Plan report.

The majority of respondents and attendees indicated they understand the type of fire response and services provided by the Town, approximately 20% have actually received fire services. Of the core services delivered, fire fighting, medical response and motor vehicle accident response and rescue were the most important to respondents.

Response time was an important factor to survey respondents.

4. **DISCUSSION:**

Results, Impacts and Options for Consideration

Ultimately consideration should be given to “**what is best for the residents we serve**”.

As the evaluation processes neared completion and the analysis of existing service levels were completed a better understanding of the Town’s existing capability to provide fire services was obtained.

It then became clear that changes should be made in order to improve initial response capabilities; however, the capability to provide even the lowest level of effective response for concurrent emergencies or major incidents involving high or extreme risk properties presents a significant threat.

During the evaluation of response capabilities in various parts of the Town it was found that there were deficiencies in meeting the 15 firefighters in 9 minutes and 10 firefighters in 10 minutes coverage service level targets in specific areas of the Town.

It was also identified that the Bois Blanc Island (Boblo Island) has significant fire protection challenges which will be intensified with additional planned development. A series of recommendations were included in the Fire Master Plan to be considered at a future time and are not included in this report.

After careful evaluation and using the available technology, it has become apparent that in order to maintain the established level of service, changes in deployment are required.

Administration has studied many redeployments and station relocation scenarios in an effort to determine the most appropriate method to minimize this risk. Scenarios reviewed included a one station and a four station model with the additional resources necessary (50 VFF). A one station model could not provide the current level of service from a single location. A four station model proved to be more than adequate, but the costs associated would be unreasonable. Both the one station and four station options were therefore eliminated from consideration.

Several scenarios utilizing the Town’s corporate GIS system and a specialized analyst tool were built to evaluate a three station model in optimal locations, giving consideration for risks, location of firefighters’ residences and future growth of the Town. This was considered the most expensive option, including construction of two (2) new fire stations to replace aging infrastructure, a major upgrade to the third station and 20 additional VFFs. This option is further considered below as **Option B**.

Station consolidation scenario models showed promise, and may provide the best long term solution for fire services in the Town; however, this solution also requires the reconstruction of the two seriously aging fire stations resulting in the need for significant capital funding.

A two (2) station consolidation model, would utilize the current number of volunteer staff with no related increases to staff or vehicles. This seems to present the least expensive option, of the options considered, with the lowest operating cost, as fire stations when newly built are expected to last 40 plus years. This option is further considered below as **Option A**.

Simply erecting new fire stations and consolidating/closing old ones, does not solve the response target problem, it just moves the gap from one area of the Town to another. Careful study and planning are required to ensure that any money spent on these projects is spent wisely. The Fire Management Team has examined current operating practices and possible operational change options including location and response protocols.

Also identified during the review was the undeniable positive impact of a composite staffing approach to deployment. (Composite staffing combines fulltime fire staff together with paid on call VFFs responding to both the stations and the scene directly)

Both response time performance and assembly times subsequently drive resource distribution and concentration. If response times and firefighter assembly times are low, it is an indicator that sufficient resources have been deployed and outcomes from risk events are more likely to be positive. Conversely, if response times and firefighter assembly times are high, it is an indicator of insufficient resources and outcomes from risk events are more likely to be negative

Fire Department operational performance is a function of three considerations; resource availability/reliability, department capability and overall operational effectiveness.

- **Resource Availability/Reliability** is the degree to which the resources are ready and available to respond.
- **Department Capability** is the ability of the resources deployed to manage an incident.
- **Operational Effectiveness** is the product of availability and capability. It is the outcome achieved by the deployed resources or a measure of the ability to match resources deployed to the risk level to which they are responding.

The probability of any given unit's availability (or unavailability) is one indicator of the Fire Department's response reliability. Response reliability is defined as the probability that the required number of competently prepared staff and properly equipped apparatus will be available when a fire or emergency call is received. This has in part been addressed in the past with the inclusion of full-time on duty firefighters.

As the number of emergency calls per day increases, the probability that a needed piece of apparatus will be busy when a call is received also increases. Consequently, if the right

amount of redundancy is not built into the system so that timely and adequate response to emergency calls can be maintained, the department's response reliability decreases.

To measure response reliability, all types of calls for service must be taken into account. Today, medical calls have an impact on the availability of Fire Department resources and should be considered in the overall evaluation of department reliability. Response reliability can be determined from historical run data and is typically expressed as a per-company statistic as well as an agency-wide statistic.

Fire Department capability, as a measure of the ability of firefighters to respond, mitigate and recover from each emergency call, often depends on the time of dispatch, arrival of first responders and the assembly of an effective force of attack in relation to the magnitude of the risk event when they arrive. For example, some fires will be at an early stage and others may already have spread throughout an entire building. Therefore, when determining fire station location, apparatus placement and staffing levels, fire service leaders target a particular point of a fire's growth that marks a significant shift in its threat to life and property. This point is known as "flashover".

On Scene Risk Escalation

During the growth stages of a fire, flashover is a significant event. Preventing this stage of fire behavior is a factor in establishing fire department resource needs. When flashover occurs, in that instant, everything in the room breaks into open flame. This eruption of flame generates a tremendous amount of heat, smoke and pressure with enough force to push the fire through doors and windows and beyond the room of origin. Flashover is a significant stage of fire growth for several reasons. First, the likelihood of survival and the chance of saving any occupants trapped in the room of origin drops dramatically. Second, flashover creates an exponential increase in the rate of combustion as well as the risk to the health and safety of firefighters. Third, a considerably greater amount of water is needed to extinguish the burning material. Fourth, a greater number of firefighters are required to handle the fire spread to different locations in the structure and the larger hose streams now necessary to extinguish the fire. Finally, science shows that a post flashover fire burns hotter and grows faster as time progresses thus compounding the search and rescue task in the remainder of the structure again requiring a greater number of firefighters to mitigate the incident.

The dynamics of fire growth and the associated potential for risk escalation dictate various configurations of fire station locations and firefighter staffing patterns. Understanding fire behavior, particularly flashover, is key to designing an emergency response system so that a sufficient number of firefighters and equipment are strategically located throughout the community to assure that the minimum acceptable force of attack can be assembled to engage in a fire before flashover or substantial risk escalation occurs.

Therefore, to save lives and limit property damage, firefighters must arrive at the right time, with adequate resources to do the job. This has been in part addressed by the inclusion of a full-time on duty firefighter. The geography of the municipality (185.61 Sq. Km.) extends intervention time (Time of Call to Water on the fire) and therefore has its limitations.

In emergency medical response, there is a similar perspective. The same need to intervene early to stop the progression or escalation of a risk event can be noted in

firefighter and paramedic response to cardiac or traumatic emergencies. For example in a heart attack that progresses to a cardiac arrest where a victim becomes pulseless and stops breathing, there is a six minute window of opportunity to intervene. Without intervention from bystanders or first responders arriving in a timely manner, irreversible brain damage and/or death will ensue. The same is true for badly injured victims of trauma where blood loss is significant, without appropriate intervention, the emergency continues to escalate to a point of irreparable damage.

The inclusion of a full-time on duty firefighter (24/7) addresses both quick attack to prevent flashover, medical response to life threatening emergencies and most importantly provides the entire municipality with a guaranteed response regardless of time of day.

Fire Department Response Capability

Fire department response capability and capacity is a function of the community’s resource allocation and is a significant determinant in the degree of vulnerability of a community to unwanted fires and other emergencies. Naturally, a community with a sizeable and effective firefighting force, for example, would be less vulnerable to the large negative consequences of an unwanted fire than would a community with fewer resources allocated.

Recognizing this phenomenon, the team examined the best practices for minimizing the consequences of unwanted fires and other emergencies in our community by matching the allocation of fire department resources to the risk profile of our community.

Administration feels that either option under consideration will produce improvements to achieving service level targets.

	Option A or B – Service Level Targets (properties) Achieved		
Time	9 Minutes/15 VFF	10 Minutes/10 VFF	14 Minutes/6 VFF
Target (Properties)	2881	3501	3111
Option A or B	2881	3501	3111

Options for Council Consideration:

Option A – Two Fire Station Model

This option includes:

- Construction of two new fire stations, based on consolidation of fire stations 1 and 3, with:
 - demolition and reconstruction of fire station 2 at its current location;

- decommissioning of fire station 3, which could be repurposed by the Town or disposed of;
- construction of a new fire station at the Amherstburg Libro Centre (Libro) site; and,
- discontinued operations at the current fire station 1 facility, which could be repurposed by the Town or disposed of if the municipal office were relocated.
- Redeployment of staff and equipment between the two new stations, with thirty (30) VFFs deployed from each site and relocation of full-time fire fighters to the fire station at the Libro site.

The relocation of existing full time firefighters to the new fire station on the Libro site would complete the improvement of response capabilities utilizing existing resources. The Town's ability to meet at least the lower effective response level for emergencies occurring in high risk and extreme risk occupancies, as identified earlier in this report and improving the level of guaranteed response to the whole municipality may result.

Option B – Three Fire Station Model:

This option includes:

- Demolition and reconstruction of two fire stations (2 and 3) at their current locations;
- Capital upgrades to fire station #1 including the replacement of the roof and the 6 bay (overhead) doors (front and rear) of the station;
- Implementation of any capital improvements recommended in the pending Facility Needs & Condition Assessment;
- Increase staff complement by 20 volunteer fire fighters, including ten (10) per station at stations #1 and #2 to meet response targets. Increase staff complement by ## full-time fire fighters.

Additional FTE's and fulltime firefighters to be located at upgraded Station# 1 improving response capabilities to meet at least the lower effective response level for emergencies occurring in high risk and extreme risk occupancies, as identified in this report and improving the level of guaranteed response to the whole municipality.

Summary of costs of each option is highlighted in the Financial Matters section of this report.

Boblo Island Fire Service Challenges

In February of 2017 the Municipal Clerk provided a report to Council, outlining Boblo Island (Boblo) access challenges for a variety of emergencies. The report included information and both short and long term solutions to the fire protection needs of Boblo. The solutions were included in the Fire Master Plan for Council's future considerations. . The short-term solution has been implemented to ensure that fire protection service demands are being met on Boblo; however, consideration of a long-term solution is

needed to support the additional development that is to occur on Boblo. Those considerations **have not been addressed in this report.**

5. RISK ANALYSIS:

There are many risk considerations for Council to be aware of, as they decide which option is preferred for the long term organizational considerations. This decision will impact the future completion of outstanding recommendations contained in the Fire Master Plan.

Most importantly it should be noted that there is a further cascading impact to several other corporate decisions that hang in the balance outlined in several strategic documents already approved by Council or under consideration. They include the Asset Management Plan, Libro Secondary Plan, accessibility legislation compliance considerations, Emergency Response Plan, the pending Facility Needs & Condition Assessment of all Town facilities, and the future financial planning strategy for the Town. Balancing the competing priorities is a challenge for Council to consider but a decision on the two options presented in this report is paramount, for other programs to move forward.



Other existing operational challenges and considerations by location exist including significant capital improvements needed at the current fire stations. The pending facilities conditions assessment report the will be brought to Council in the near future will further highlight the condition and needs of the stations once completed. Administration has deferred budget requests for capital project funding pending direction from Council on implementation of the Fire Master Plan (fire station and deployment model); however, further delay in direction may necessitate investment in improvements and repairs at the current fire stations, the value of which many not be fully realized if a decision to replace the fire stations is then made at a later date.

6. FINANCIAL MATTERS:

The Fire Chief has estimated capital project cost (2019\$) for the options under consideration as below; however, a project plan including design and construction estimates would be provided to Council in further reports and incorporated into the Town’s recommended budget at the appropriate time in the context of municipal capital priorities.

Option	Estimated Cost (2019\$) including net HST
A – Two Fire Station Model	
Capital Expense (1)	\$8,000,000
Operating	Unknown (2)
B – Three Fire Station Model (5)	
Capital Expense (1)	\$8,860,000 (4)
Operating	150,000 (3)

Notes:

- (1) Capital Expense: An updated capital cost estimate for the option selected by Council would be obtained closer to the time of planned construction, subject to future Council approval of design standards to be applied and inclusive of all considerations for demolition, construction, site specific impacts, etc.
- (2) Operating cost impact (annual) under Option A may include cost reductions for the Town, depending on the planned use of the current fire station one facility, possible financing and debt service costs, service level required by legislation and adopted by Council, and other impacts of implementing the model in a future year.
- (3) Operating cost impact (annual) under Option B is estimated to increase operating costs for the Town in relation to additional staffing requirements. Overall operating cost impacts would be considered in future budget recommendations for implementation of the model in a future year.
- (4) The Federal government has renamed the Gas Tax and changed criteria to Canada Community Building Fund which makes Fire Halls eligible for funding.
- (5) Selecting a Three Station model will negate any potential revenue realized of a possible sale of Station 1

The Town's 2021 Budget considered some impact of fire station redevelopment in the Five-Year Capital Outlook (Outlook), including estimates of \$6 million for consolidation of fire stations, of which \$2 million was estimated to be incurred in 2025 and \$4 million was estimated to be incurred beyond five years. The Outlook also includes a capital estimate for fire servicing on Boblo Island in the amount of \$675,000, estimated to be incurred beyond five years. That said, the Outlook is a rough plan to identify possible future budget priorities, is subject to change based on change in priority recommendations and updated estimates to cost. Further, it does not identify funding sources for the noted projects.

According to the Town's Tangible Capital Asset Inventory, the estimated useful lives (40 years) of fire stations 2 and 3 have been surpassed by fifteen (15) years, and fire station one has a remaining estimated useful life of 11 years.

Council's direction of the fire facility and deployment model to be implemented would be considered in the context of the Town's operational, financial and asset management demands. Further reports and budget recommendations would then be brought forward at the appropriate time for Council's further consideration.

7. CONSULTATIONS:

CAO – John Miceli

Director of Community and Protective Services – Heidi Baillargeon

Director of Corporate Services – Cheryl Horrobin

Treasurer – J. Rousseau

GIS Coordinator/Business Analyst – A. Marra

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8. CONCLUSION:

As identified in the Fire Master Plan, strategic planning decisions are the responsibility of Council. Consideration should include the disciplines, level of service, staffing, number of fire stations and business planning recommendations based on the risk assessment of providing fire services for the community as recommended by the Fire Chief.

Ultimately consideration should be given to “**what is best for the residents we serve**”.

A better understanding of the fire service’s existing capability to provide operational services has been identified. It is clear that changes should be made in order to improve response capabilities. During the evaluation of response capabilities in various parts of the Town it was found that there were deficiencies in the 15 firefighters in 9 minutes and 10 firefighters in 10 minutes coverage targets in specific areas of the Town.

Council should direct Administration to implement one of the two options (Option A or Option B) outlined in this report to reduce the deficiencies in meeting the Town’s fire service levels established by Council. Balancing the competing priorities is a challenge for Council to consider but a decision on the two options presented in this report is paramount, for other programs to move forward.



Bruce Montone
Fire Chief

Report Approval Details

Document Title:	Fire Department Deployment – Fire Station Options.docx
Attachments:	- Appendix A -2017 - 67 Establish and Regulate the Fire Department.pdf - Appendix B - Support for Station Options report.pdf
Final Approval Date:	Aug 6, 2021

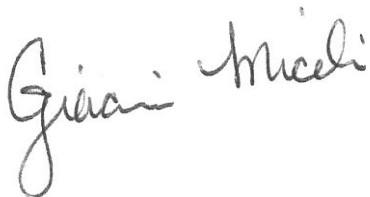
This report and all of its attachments were approved and signed as outlined below:



Cheryl Horrobin



Susan Hirota



John Miceli

No Signature - Task assigned to Paula Parker was completed by assistant Tammy Fowkes

Paula Parker

**2021 POLICING ACTIVITIES REPORT
WINDSOR POLICE SERVICE AMHERSTBURG DETACHMENT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
CALLS FOR SERVICE													
Dispatch Generated Incidents (CAD calls)	393	372	457	471	543	506							
Self-Generated Walk-In Incidents	0	0	0	0	0	0							
TOTAL INCIDENTS	393	372	457	471	543	506							
PROVINCIAL OFFENCES													
Traffic Offences (Part III Summons)	116(7)	105(10)	163(18)	205(21)	167(1)	203(0)							
Liquor Offences	0	1	0	0	2	0							
Other Provincial Offences	1	2	6	1	0	3							
TOTAL	124	118	169(18)	206(21)	169(1)	206							
CRIME STATISTICS													
Attempted Murder	0	0	0	0	0	0							
Robbery	0	0	0	0	0	0							
Break and Enter	2	1	0	6	2	5							
Theft Over	0	0	1	0	0	1							
Theft Under	3	6	10	6	6	5							
Possession Stolen Goods	1	0	0	1	0	0							
Fraud	7	2	7	4	2	2							
Mischief	4	5	4	6	2	5							
Assault (All)	2	7	7	6	7	8							
Drugs	0	0	0	1	0	1							
Firearms	0	0	0	1	0	0							
Arson/Fire Calls	0	0	0	0	0	0							
Impaired Driving	0	1	2	3	1	1							
Federal Statutes	0	0	0	0	0	2							
Other Criminal Code	0	2	3	6	6	6							
TOTAL	19	24	34	40	26	36	0	0	0	0	0	0	179
COMMUNITY OUTREACH ACTIVITIES													
Community Service Calls	0	0	1	0	0	0							1

CLERK'S DEPARTMENT

June 28, 2022

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON
M7A 1A1

Dear Premier Ford:

Re: Niagara Region Report PHD 2-2022 & By-law 2022-35 - Waterpipe Smoking By-law

This correspondence is to confirm that on June 27, 2022, West Lincoln Township Council adopted the following resolution regarding the Waterpipe Smoking By-law.

That, the correspondence from the Town of East Gwillimbury, dated June 15, 2022, requesting the Government of Ontario to revisit the provisions of Bill 109 and work with all stakeholders, including municipalities represented by the Association of Municipalities of Ontario to deliver legislation that allows municipalities to plan, grow and deliver communities that adhere to local, provincially-approved Official Plans, rather than strict statutory timelines; be received and supported; and,

That, a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, MPP Caroline Mulroney, the Minister of Municipal Affairs and Housing, Regional Chairs in Ontario, the Association of Municipalities of Ontario (AMO) and all Ontario municipalities

If any further information is required, please contact the undersigned at 905-957-5136.

Yours truly,



Joanne Scime
Clerk

cc. The Honourable Steve Clark, Minister of Municipal Affairs and Housing
The Honourable Caroline Mulroney, MPP York-Simcoe
Regional Chairs in Ontario
AMO
All Ontario Municipalities



**TOWN OF AMHERSTBURG
DRAINAGE BOARD
Tuesday, July 5, 2022
6:00 PM**

MINUTES

PRESENT

Bob Bezaire, Chair
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

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**

Anthony Campigotto moved, Bob Pillon seconded;

That:

The minutes of the previous meeting BE ADOPTED:

1. Drainage Board Meeting Minutes – June 7, 2022

Motion Carried

6. **OPEN COURT OF REVISION**

The Chair opened the Court at 6:01 p.m.

6.1 **Appeals – Jeths Drain Improvements**

Mike Gerrits, P.Eng from M.Gerrits Consulting Ltd. addressed the Board regarding his report for the Jeths Drain Improvements. Mr. Gerrits offered the following, with emphasis on the assessment rationale used in his report:

- The rip rap at Station 0+117 has been assessed with 100% of the costs as an outlet assessment to upstream lands based on equivalent hectares. The rip rap is required to minimize the damage the water generated

upstream has on the drain and as such is assessed to all upstream lands based on equivalent area.

- The open channel between Station 0+117 and Station 0+965 has been assessed with 50% of the cost applied as a benefit assessment to the adjacent landowners, and the remainder of the cost assessed as an outlet assessment to upstream lands and roads based on equivalent hectares.
- Private tile outlet protection has been assessed with 100% of the cost applied as a benefit assessment to the lands which the outlet is located on (Station 0+630, 0+960 and 0+963).
- The removal of private culverts which were not installed under a report has been assessed with 100% of the cost applied as a special benefit assessment to the lands on which the culvert is located.
- Culverts – The cost of a standard 10m (or less) access culvert with a 6m top width and rip rap end protection has been assessed with 50% of the costs applied as a benefit assessment to the adjacent landowner, and the remainder assessed as an outlet assessment to upstream lands, based on equivalent hectares.
- Culvert 2 – The extra length of culvert beyond the standard length specified in this report is 16m and shall be assessed 100% of the cost of the extra length of culvert as a benefit assessment to the adjacent landowner. Culvert 2 has been assessed with 78% of the costs as a benefit assessment to the adjacent landowner, and the remainder assessed as an outlet assessment to upstream lands, based on equivalent hectares.
- The costs to engineer the future access culverts to replace the existing bridges has been assessed with 50% of the engineering cost of a standard length culvert, applied as a benefit assessment to the landowner, and the remainder assessed as an outlet assessment on upstream lands, based on equivalent hectares.
- The costs to engineer the enclosures has been assessed with 50% of the engineering cost of a tile installation and structures, including any additional costs due to construction in areas where the drain abuts building structures, applied as a special benefit assessment to the landowner, and the remainder assessed as an outlet assessment to upstream lands based on equivalent hectares.

- The Jeths Branch Drain collects water from the land owned by 1109152 Ont. Ltd. The cost includes allowances paid to A. Thompson (Landowner ID 26) for land taken. The Jeths Branch Drain has been assessed with 100% of the costs, including allowances, assessed to the petitioning landowner, 1109152 Ont. Ltd.
- The Schedule of Maintenance and report specifications update has been assessed as an outlet assessment to all lands and roads within the watershed, based on equivalent hectares.

Board Chair Bob Bezaire invited Ashley Thompson to address the Board regarding her appeal.

Adam Thompson advised he would be speaking on behalf of Ashley Thompson.

- **Adam Thompson - 533 Front Road N**

Mr. Thompson addressed the Board regarding his appeal and stated the following:

Due to the lack of maintenance performed on the Jeths Drain over the years, the Town should be assessed for works proposed under this project.

Mr. Thompson quoted Sections, 78, 79, 74 of the Drainage Act. Mr. Thompson highlighted wording under these sections that he believed obligated the Municipality to perform regular maintenance, repairs and improvements to municipal drains. Mr. Thompson also noted that he could not find anywhere in the Drainage Act that says the landowner is responsible for maintenance on the drain. Mr. Thompson explained that in the 1993 report on the Jeths Drain prepared by D. Joudrey, trees and heavy brush on the banks was noted. Mr. Thompson questioned why maintenance was not completed on the drain at that time.

Mr. McVitty confirmed that landowners are not responsible for maintaining the drain. Mr. McVitty stated that he could not speak to what happened in 1993 regarding the maintenance or works performed under the report by D. Joudrey.

Mr. Thompson emphasized that the drain has not been maintained since 1960, and felt that this was too long of a time to have gone by without maintenance. Mr. Thompson referenced Section 18 (2) of the Drainage Act

as further evidence of the Town's responsibilities in this regard. Mr. Thompson stated that due to the neglect and lack of maintenance, other landowners have used the drain for free over the years. Mr. Thompson questioned if the Town completes inspections on the drains.

Mr. McVitty explained that drain maintenance is initiated through landowner requests. Drain repairs and improvements, under Section 78 of the Act, are also driven by landowner requests. He added that drains are inspected by the Town, but will not be maintained unless a request is received by a landowner. Other circumstances, such as possible negative impacts to Town infrastructure, may compel drain maintenance without landowner request. Mr. McVitty stated that the Town has over 200 municipal drains which cannot be maintained at the rate that Mr. Thompson has suggested.

Board Chair Bob Bezaire advised that municipal drain maintenance is landowner driven, and if there are no complaints from landowners then there are other issues to be taken care of. Mr. Bezaire also stated that any time that the Municipality has to do maintenance or improvements on a drain, the costs are still assessed to the landowners.

Mr. Gerrits stated that landowners have a right to request maintenance on a drain, and if a Municipality does not do anything in response, then there is a problem. Mr. Gerrits further stated that if there was no request for maintenance, then there would not be any new work completed on the drain.

Mr. Thompson added that the original request was for the Branch Drain, and questioned why improvements to the entire drain was now being recommended.

Mr. McVitty stated that the original request was to provide drainage for a proposed residential development. He added that under the Drainage Act, a landowner has a right to be provided a sufficient outlet for his lands. Mr. McVitty stated that due to the nature of the project, and through review of the condition of the drain, it was sensible to review the condition of the entire drain. He also cited access restrictions to the drain as further justification for reviewing the entire drain.

Mr. Gerrits stated that under the Drainage Act, the Municipality is obligated to provide sufficient outlet to those lands.

A discussion occurred on water rates of flow, with Mr. Thompson questioning how SWM controls from the proposed development will necessitate drain maintenance. Mr. McVitty provided an overview of the

SWM principals, indicating that although the rate of flow is attenuated, the volume of flow increases. Mr. Thompson felt that with SWM controls in place, the drain should not require any maintenance.

Board Chair Bob Bezaire explained that the Board does not have the power to change his assessment. Mr. Bezaire indicated that if Mr. Thompson was still unhappy with his assessment, he could appeal to the Tribunal.

Board Chair Bob Bezaire asked those in attendance if there were any other residents that wished to submit a written or verbal appeal to the Court of Revision.

John Hindi, from 176 Texas Road, indicated that he wished to verbally appeal.

A motion was made to hear additional verbal appeals:

Bob Pillon moved, Anthony Campigotto seconded;

THAT:

- 1. The appeals submitted written or verbally to the Court of Revision for the Jeths Drain Improvements BE RECEIVED**

Motion Carried

- John Hindi – 176 Texas Rd**

Mr. Hindi indicated that he does not require a culvert on his property as it is a natural area. He added that a footbridge would be sufficient to provide access to the back of his lot in order to maintain the lawn.

Mr. Gerrits explained that in order to remove the culvert from the project, the report would have to be sent back to the engineer for reconsideration. Mr. Gerrits further explained that he does not like footbridges as they can cause issues with the drain such as obstructions. Mr. Gerrits stated that under his report, the costs for Mr. Hindi's culvert has been assessed on a 50/50 basis. He added that when it comes to footbridges, landowners are responsible for their entire installation and removal costs.

Mr. Hindi indicated he had no problem with what Mr. Gerrits had stated, and apologized to the Board for not submitting a written appeal earlier.

Mr. Hindi stated that there were reports completed in 1934, 1944, 1958, 1983, and 1993, and each of these reports provided maintenance schedules. Mr. Hindi further stated that in 2013, and 2019 there were charges for maintenance work on tax bills and questioned the whereabouts of the monies that was collected at that time. Mr. Hindi questioned why the money that was collected could not be used to remove trees and perform other necessary works of maintenance.

Mr. Gerrits advised that drainage reports provide maintenance provisions and instructions by which the costs of future works of maintenance are to be assessed.

Mr. McVitty explained that the charges from 2013 and 2019 were related to previous maintenance projects completed at the outlet on the Jeths Drain. He noted that in 2013, a portion of the outlet pipe had collapsed and required replacement, and in 2019 the river bank required armour rock installation to address erosion caused by high water levels.

Mr. McVitty further explained that these works were assessed back to the landowners upstream. Mr. McVitty clarified that the monies that were collected on the tax bills for Jeths Drain improvements were not collected for the purpose of paying for future maintenance work. He explained that these were charges stemming from works completed.

Mr. Hindi asked about project timelines, meetings, and the passing of the bylaw.

Mr. McVitty stated that there are meetings mandated by the Drainage Act including the On-site meeting, the Consideration meeting, and a Court of Revision meeting, all of which have taken place (noting that the Court of Revision was presently underway). Mr. McVitty further stated that the Town of Amherstburg uses a Drainage Board for the Consideration meeting and the Court of Revision, and the Board makes recommendations to Council regarding the direction of the project for final approval. Mr. McVitty advised that the bylaw for the Jeths Drain has only been adopted provisionally, and will only go to Council to be finally passed once all appeal periods have lapsed and appeals have been dealt with.

Board Chair Bob Bezaire asked if anyone in the audience would like to address the Board.

There were none.

Board Chair Bob Bezaire asked if anyone participating online would like to address the Board.

There were none.

Board Chair Bob Bezaire asked if any of the Board members would like to speak.

The Board heard from:

Board Member Brad Laramie asked if the developer could be provided an outlet and reassess the landowners by only completing the work that is necessary for the development.

Mr. Gerrits stated that for this to take place, the engineer's report would have to be referred back for reconsideration. Mr. Gerrits cautioned that by not completing the recommended drainage work now, there could be access issues in the future. He noted that future works of maintenance would require landowners along Texas Road to provide access to heavy construction machinery directly through their properties, rather than along the maintenance corridor established under his report and available prior to completion of the proposed residential development. Mr. Gerrits further cautioned that any another landowner could put in a request for maintenance at any time, which would compel the Town to pursue the request and complete drain maintenance. Mr. Gerrits explained that his report is set up to allow for future maintenance, including technical details for culvert replacements, drain cleaning, and assessments. Mr. Gerrits advised that if he is instructed to reconsider his report, he would make the necessary changes to remove Mr. Hindi's culvert from the report, and would put in a clause for future culvert specifications on the Hindi property so that a new report would not be needed should a culvert be wanted in the future on the property.

Mr. Laramie stated that at the Consideration meeting, the Board asked the upstream landowners if there were water or drainage problems, and the landowners had advised there were not. Mr. Laramie suggested that perhaps only the outlet for Mr. Bolger should be entertained at this time.

Board Member Anthony Campigotto asked if any future development would impact the drain and the landowners.

Mr. Gerrits confirmed that if a landowner asked for an outlet, or if future development was proposed that affected the drain, landowners could be impacted.

Board Member Bob Pillon explained that he understands where the landowners are coming from. He added that it was only the developer that had requested an outlet.

A discussion between Administration ensued regarding the procedural issues surrounding a motion to reconsider.

Board Chair Bob Bezaire indicated that a motion would be needed to reassess the report.

Bob Pillon moved, Brad Laramie seconded;

THAT:

- 1. The recommendation from the Drainage Board to Council to provisionally adopt the engineer's report, prepared by M. Gerrits Consulting Inc., dated May 23, 2022 for the Jeths Drain Improvements BE RECONSIDERED;**

Motion Carried

Board Member Bob Pillon expressed that he had the same concern as Mr. Laramie. He added that he would rather the engineering report provide adequate drainage to the development, in addition to all necessary provisions for any future works of drain maintenance.

- **Norbert Bolger – Developer**

Mr. Bolger advised he has no problem with the cleaning of the drain up to his portion. Mr. Bolger indicated that he has been working over the last 3 ½ years to develop this property and had concerns about further delays if the report was referred back to the engineer. Mr. Bolger asked if referring the report back would change the assessment to the Thompsons.

Mr. Gerrits advised that the assessments downstream would be similar, but the upstream landowners assessments would be reduced. Mr. Gerrits explained that he could not predict the timeline of the process, though his modifications to the report would be quick. He indicated that the Town will be required to hold additional meetings per the Drainage Act.

Mr. McVitty explained in detail the projected timing of the meetings and appeal periods and suggested the project could possibly be tendered sometime in November if there were no appeals.

There was a discussion on the timelines and the process of meetings.

Mr. McVitty reiterated that according to Section 57 of the Drainage Act, the Board can refer the report back to the engineer at any time before the final passing of the bylaw. He added that Mr. Gerrits' report could be set up to address future works of maintenance on the drain. Mr. McVitty cautioned however that there is a possibility that a new engineer's report could be required if improvements are requested that are not addressed under Mr. Gerrits' report. He also added that maintenance work, including replacement of culverts, could also take place should a landowner request maintenance at any time in the future.

Mr. Jubenville, the engineer for Mr. Bolger, spoke to the estimated timelines of the drainage report as it related to Draft Plan approvals being submitted to the Town and the County of Essex.

A landowner in the audience asked why the timelines were so long and questioned whether an emergency meeting could be scheduled to speed up the process.

Mr. McVitty stated that the Drainage Act dictates the timelines. He added that due to staffing issues in August and notice deadlines, a meeting of the Drainage Board will not be held in August.

Board Chair Bob Bezaire recapped for the landowners that the report would be going back to the engineer to change the scope of work and to provide new assessments. He added that Mr. Gerrits would also be instructed to make the necessary provisions for future maintenance works. Mr. Bezaire advised the landowners that a copy of the new report would be circulated to them along with a notice of the next meeting to reconsider the report.

A landowner asked if there were costs that had been incurred on the project up to this point, and whether upstream lands would still be assessed.

Board Chair Bob Bezaire indicated that engineering costs have been accrued to date, and these costs form part of the project and will be assessed. He added that although the scope of work would be reduced, assessments may also still result from Mr. Gerrits' reconsideration for downstream work.

Brad Laramie moved, Anthony Campigotto seconded;

THAT:

- 1. The engineer's report, prepared by M. Gerrits Consulting Inc. on May 23, 2022 for the Jeths Drain Improvements BE REFERRED back to the engineer and reconsidered to reduce the scope of the work in order to provide the developer with a new outlet and to include the necessary provisions for future maintenance on the drain.**

Motion Carried

7. CLOSE COURT OF REVISION

Anthony Campigotto moved, Bob Pillon seconded;

That:

- 1. The Court of Revision be ADJOURNED.**

Motion Carried

The Court of Revision was closed at 7:06 p.m.

8. CONSIDERATION OF FINAL DRAINAGE REPORT

- 8.1 New Access Bridge over the Dufour Drain for MGV Development (McGregor) Inc. & New Maintenance Schedule of Assessment (Dufour Drain and Branch A) based on the Drainage Report by Dillon Consulting Ltd.**

Oliver Moir, P. Eng from Dillon Consulting Ltd. provided an overview of the Dufour Drain report written by Tim Oliver, P. Eng. Mr. Moir advised that the Town had received a request for improvement under Section 78 of the Drainage Act. He explained that a new bridge is required for parcel 66 in order to provide access to a proposed residential development. Mr. Moir explained that due to the development, an updated maintenance schedule is also required. Mr. Moir explained that the storm water management controls have been designed as part of the development such that pre-development release rates into the Dufour Drain are maintained. Mr. Moir stated that the maintenance corridor for parcel 66 has to be relocated to the south side of the

drain and into the Middle Sideroad (County Road 10) right-of-way. He indicated that this will require that spoils from future drain cleaning be hauled away. Mr. Moir advised that the additional costs to do so would be assessed to Block A according to the new drainage report. Mr. Moir advised that the estimated costs for this project is \$87,600.00, and all costs for this report and project will be paid for by the developer and owner of parcel 66.

Board Chair Bob Bezaire asked if there was anyone in the audience that would like to speak.

The Board heard from:

- **Michelle Poberezny – 8515 8th Concession N**

Ms. Poberezny asked for confirmation that the developer would be paying the costs and not the landowners. She requested clarification that the only costs to the landowners would be for future maintenance when such maintenance takes place. Ms. Poberezny asked if maintenance was going to be completed on the drain.

Mr. Moir confirmed there will be no cost to the landowners at this time. The costs of the new access and all related engineering costs have been assessed to the developer. He added that the new report provides updated assessment schedules which can be used to assess landowners for their share of the costs of future maintenance. Mr. Moir stated that if the Town received a maintenance request, Mr. McVitty would use the schedules in the report to assess the costs. Mr. Moir advised that the previous drainage report by Mr. Oliver was used as a starting point for this report. He added that the assessment proportion to individual landowners was now lower than shown in the previous report due to the addition of the development being assessed a higher proportion.

- **Mary Arts**

Mrs. Arts asked if the development was not occurring, would there be a need to update the Dufour Drain. Mrs. Arts advised she has concerns with the development and potential water issues because of the development abutting her land. Mrs. Arts indicated that since maintenance last took place on the Dufour Drain, there is now water issues on her farm and she feels it is due to machinery possibly damaging her lands.

Mr. McVitty advised that the new development was the trigger for the new report, and the old maintenance schedule would no longer be valid. Mr. McVitty stated that the report was needed for the development due to the

its requirement for a new access bridge, an updated maintenance schedule, and minor changes to how the maintenance will be completed in the future near the development. Mr. McVitty clarified that the purpose of this meeting was to deal with the engineering report for the Dufour Drain, and not the development itself. Mr. McVitty informed Mrs. Arts that she would have had an opportunity at other planning related meetings held by the Town to address her concerns with the development.

Mrs. Arts expressed her concerns with the proposed works, and indicated that the last maintenance project cost the landowners money. She added that there were weeds in the ditches within two years and was promised that the drain would be sprayed every two years following the last project.

Mr. McVitty stated that doing work on Municipal Drains costs money and if Mrs. Arts would like additional maintenance done on the drain she would have to put in the request. He indicated that the costs of any maintenance work on the drain would be assessed according to the prevalent schedule of assessment.

Board Chair Bob Bezaire asked if there were any questions from the Board.

There were none.

Bob Pillon moved, Anthony Campigotto seconded;

That:

- 1. The engineer's report, prepared by Dillon Consulting Ltd. on June 15, 2022 for the New Access Bridge over the Dufour Drain for MGV Development (McGregor) Inc. & New Maintenance Schedule of Assessment (Dufour Drain and Branch A) BE RECEIVED;**
- 2. The engineer's report for the New Access Bridge over the Dufour Drain for MGV Development (McGregor) Inc. & New Maintenance Schedule of Assessment (Dufour Drain and Branch A) BE CONSIDERED;**
- 3. The PROVISIONAL ADOPTION of By-law 2022-076 of the engineer's report for the New Access Bridge over the Dufour Drain for MGV Development (McGregor) Inc. & New Maintenance Schedule of Assessment (Dufour Drain and Branch A) BE BROUGHT to the next Regular Council meeting for Council's consideration; and,**

4. Administration BE DIRECTED to schedule the Court of Revision for the New Access Bridge over the Dufour Drain for MGV Development (McGregor) Inc. & New Maintenance Schedule of Assessment (Dufour Drain and Branch A).

8. NEXT MEETING DATE

Tuesday, September 6, 2022 @ 6:00 p.m.

9. ADJOURNMENT

Allan Major moved, Bob Pillon seconded;

That:

The Board rise and adjourn at 7:25 p.m.

Motion Carried

Chair – Bob Bezaire

Staff Liaison – Shane McVitty

**DRAINAGE REPORT
FOR**

**NEW ACCESS BRIDGE OVER THE
DUFOUR DRAIN FOR MG
V DEVELOPMENT (MCGREGOR) INC. &
NEW MAINTENANCE SCHEDULE OF
ASSESSMENT (DUFOUR DRAIN &
BRANCH A)**

TOWN OF AMHERSTBURG



15 JUNE 2022
TIM R. OLIVER, P.ENG.
FILE No. 21-2982

File No. 21-2982

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

**Drainage Report for
NEW ACCESS BRIDGE OVER THE DUFOUR DRAIN
MGV DEVELOPMENT (MCGREGOR) INC. &
NEW MAINTENANCE SCHEDULE OF ASSESSMENT
(DUFOUR DRAIN & BRANCH A)
Town of Amherstburg**

Drainage Board:

Instructions

The Municipality received a request from the landowner of properties Parcel No. 66 & 67 for a new access culvert (denoted as Bridge No. 6 herein) over the Dufour Drain to service a proposed residential subdivision. This request also includes new schedules of assessment for future Dufour Drain maintenance and an updated working corridor replacing same from the former 2016 report. The request for the drainage report was filed at the Municipal Office on the 23rd day of April 2021. Council accepted the request under Section 78 of the Drainage Act and on the 1st day of June 2021 appointed Dillon Consulting Limited to prepare a report.

Watershed Description

Dufour Drain

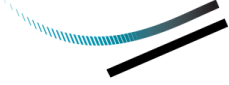
The watershed of the Dufour Drain covers a portion of Lots 6, 7 & 8, Concession 8, as well as, a small portion of Lot 7, Concession 7 within the Town of Amherstburg. The Dufour Drain serves as the outlet for agricultural and residential lands. From the Ontario Soil Survey, the dominant surficial soil within the watershed is Brookston Clay type which requires effective surface and sub-surface drainage to be productive for agriculture. The watershed area is approximately 82.30 hectares (203.42 acres) where the natural topography is flat and the design gradient of the existing drainage works is minimal. Dufour Drain was designed to convey flows from runoff generated by a 1:5 year rainfall event.

Branch A

The watershed of Branch A is within the Dufour Drain watershed, and is positioned within Lot 7, Concession 8, running adjacent to the Essex Region Conservation Foundation (ERCF) pedestrian trail and finds outlet into the upstream end of the Dufour Drain. Branch A currently serves the existing residential lands and the Cypher Systems Group Greenway trail, both of which lie to the south of Branch A, as well as some agricultural headlands to the north side of the drain. The proposed residential subdivision on the north side of Branch A (26.01 Ha) that was formerly part of the Dufour Drain



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519.354.2050



watershed is designed to outlet controlled drainage flows into the downstream portion of Branch A. These flows are to be a controlled release from a storm water detention pond designed for the new subdivision such that there will be no increased flows downstream within the Dufour Drain compared to existing conditions. The total area served by Branch A is approximately 32.90 hectares (81.33 acres). Branch A was designed to convey flows from the runoff generated by a 1:5 year rainfall event.

Drain History

The recent history of Engineers' reports for the Dufour Drain follows:

- **7 October 2016 by Tim R. Oliver, P. Eng.:** The recommended work included the establishment of Branch A and Branch B drains. The Dufour Drain and Branches were recommended to be improved such that the drains would have the hydraulic capacity to convey the flows during the 5 year return period event. This work included the replacement and improvement of one access bridge (denoted herein as Bridge No. 3) and one lawn enclosure on the main drain (denoted herein as Bridge No.5), the removal of culvert within Branch A, and the partial replacement of the Branch B County Road No. 10 road crossing. The report also recommended catch basins be installed along the ECRF trail, brushing and cleaning of the entire Dufour Drain and Branch A, as well as the establishment of a 1m wide grass buffer strip along the easterly and northerly edge of the drain where it abuts agricultural lands.
- **28 March 2013 by Tim R. Oliver, P. Eng.:** The recommended work included the construction of a new 1600 mm diameter CSP access culvert for a secondary access to the farm parcel identified as Parcel No. 64 (denoted herein as Bridge No. 2).
- **23 April 2010 by Tom H. Marentette, P. Eng.:** The recommended work included the construction of a new 1400 mm diameter CSP access culvert for the residential lot identified as Parcel No. 60 (denoted herein as Bridge No. 4).
- **26 June 2002 by Bruce D. Crozier, P. Eng.:** The recommended work included the construction of a new 1600 mm diameter CSP access culvert for the farm parcel identified as Parcel No. 64 (denoted herein as Bridge No. 1).
- **28 October 1991 by R. Meo, P. Eng.:** The recommended work included the construction of the Dufour Drain Extension outletting to the eastern limit of the Dufour Drain on the north side of the abandoned Canadian National Railway Tracks (denoted herein as Branch A).
- **31 May 1971 by M. Armstrong, P.Eng.:** The recommended work included the repair and improvement of the Dufour Drain, complete with brushing and a drain clean out.
- **25 August 1961 by M. Armstrong, P. Eng.:** The recommended work included improvements to the upper portion of the Dufour Drain involving a re-alignment and enclosure to move the drain onto private property at the intersection of County Road No. 10 and the 8th Concession Road. The work also included moving the upstream portion of the Dufour Drain onto private property along the south side of County Road No. 10 and east of where it crosses the said road. A new 900 mm diameter concrete culvert was placed under the railway on the north

side of the road and continued with a new 900 mm diameter CSP road culvert to connect to the relocated drain portion on the south side of the road.

On-Site Meeting

We conducted an on-site meeting on 15 February 2022. A record of the meeting is provided in Schedule 'A', which is appended hereto.

Survey

Survey of the Dufour Drain was completed in December 2012 as part of the previous 2016 report and was utilized for this report. Further examination and survey was completed in March 2021 as part of the proposed residential development.

Design Considerations

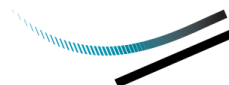
The new access bridge over the Dufour Drain (denoted as Bridge No. 6) is designed for a total upstream drainage area of approximately 42.42 hectares (104.83 acres). This area includes both the Branch A and Branch B tributary drain watersheds. The lands proposed for the new residential subdivision which will have stormwater management controls limiting flows equivalent to the 1:2 year storm event under a pre-development condition. With these controls, the same level of service is provided to the entire Dufour Drain watershed and no further improvements to the drain capacity is required as a result of this proposed residential development.

A Guide for Engineers working under the Drainage Act in Ontario, OMAFRA Publication 852 (2018) is the current reference document used by engineers carrying out work on municipal drains under the Act. For bridges over municipal roadways, a 5 to 10 year storm return period design storm is the recommended design criteria. We have applied a 10 year storm return period design criteria for the new access bridge such that flows freely pass through the culvert without backwater effects.

The 100 year return period design storm impacts were checked to confirm that water levels upstream of the culvert remain below observed ground surface elevations of existing residential properties. The minimum size of the culvert required is 1400 mm diameter and 45 meters long to fully enclose the Dufour Drain across the proposed subdivision street right-of-way. The longer culvert will facilitate future utility crossings and pedestrian trail realignment at County Road No. 10. The culvert depth is designed to provide a minimum 10% embedment of the pipe culvert below the drain bottom and the placement of the pipe to be aligned with the centerline of the Dufour Drain.

Updated Working Corridor

The previous working corridor for the Dufour Drain includes a 9 m wide corridor on the north side of the drain measured from top of bank between Station 1+188 and Station 1+298. Once the proposed development is constructed, this section of working corridor will no longer be accessible as it will be over residential lands. As such, spreading of drain spoils over the lands will also no longer be permitted and shall be required to be hauled off site to a suitable location. We therefore recommend a new working corridor be established on the south side of the Dufour Drain between Station 1+188 and Station 1+298 as specified herein.



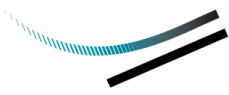
Allowances

In accordance with Section 29 and 30 of the Drainage Act, we do not anticipate any lands being damaged or taken as a result of the proposed drainage work. All lands that may be impacted by the proposed works are to be returned to original conditions as part of the work. Therefore, 'Schedule B' for Allowances has not been included in this report.

Cost Estimate

Based on our review of the history, our examination and analysis of the survey data, we recommend that the new access bridge over the Dufour Drain (Bridge No.6) be constructed as described below:

Item	Description	Amount
	Bridge No. 6	
1.	Supply and place a new 45 m long, 1400 mm diameter polymer laminated corrugated steel pipe (CSP) culvert with 125 mm x 25 mm corrugations and 2.8 mm thickness including coupler hardware and an 18 degree prefabricated polymer laminated corrugated steel pipe elbow (see Specifications).	\$32,700.00
2.	Supply and placement of clearstone 20 – 25 mm size bedding below culvert, minimum 150 mm thickness (approximately 40 tonnes).	\$2,200.00
3.	Supply and placement of Granular 'A' (crushed limestone) compacted backfill materials from the bridge invert up to the springline of the culvert (approximately 135 tonnes).	\$5,550.00
4.	Supply and placement of Granular 'A' (crushed limestone) compacted backfill material from the culvert springline up to the roadway surface (approximately 250 tonnes).	\$10,200.00
5.	Supply and placement of imported clean native backfill material from the culvert springline to the top of the drain banks beyond the roadway, for the culvert portion (approximately 300 m ³).	\$4,700.00
6.	Supply and placement of stone rip-rap minimum 300 mm thickness c/w filter cloth underlay for sloping end walls (approximately 35 m ²).	\$2,750.00
7.	Temporary sediment and erosion control measures	<u>\$500.00</u>
	SUB-TOTAL	\$58,600.00
8.	Report, expenses and incidentals	\$25,950.00
9.	Construction administration and inspection	\$2,550.00
10.	ERCA permit fee	<u>\$500.00</u>
	TOTAL ESTIMATE	\$87,600.00



The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report and includes the non-rebated portion of the harmonized sales tax, where applicable. In the event of delays from the time of filing of 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.

Assessment of Costs

The individual assessments are 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 'C' under "Special Benefit", "Benefit" and "Outlet". Details of the Special Benefit assessment listed in Schedule 'C' are provided for in Schedule 'D'.

Assessment Rationale

There is no access to property Parcel No. 66 across the Dufour Drain. The present access for this property is through the adjacent property Parcel No. 67 having access from Walker Road. The purpose of this new bridge is to facilitate a new street entrance from Middle Side Road (County Road No. 10) for future residential subdivision lands.

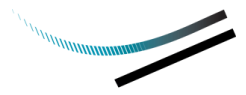
The Special Benefit assessment shown in Schedule 'C' and detailed in Schedule 'D' were derived as follows:

1. For a first time access bridge crossing the Dufour Drain, and for the purpose of a future residential development, costs have been assessed 100% to adjoining property Parcel No. 66 as listed under "Special Benefit".

Utilities

It may become necessary to temporarily or permanently relocate utilities that may conflict with the drainage recommended under this report. In accordance with Section 26 of the Drainage Act, any increased costs to the drainage works caused by the presence of the public utility shall be assessed 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 time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

As part of the future residential subdivision servicing and design, there are known utility works required involving an existing hydro pole relocation and new watermain connection. These works are not considered to be an increased cost to the drainage works caused by the presence of the existing utility. They are a direct result of the new residential development and in our considered opinion, Section 26 of the Drainage Act would not apply.



Future Maintenance (Dufour Drain)

We recommend that future work of repair and maintenance of the Dufour Drain be carried out by the Town of Amherstburg in accordance with the specifications contained within the former 2016 report. The costs shall be assessed against the affected lands and roads in the same relative proportions as shown in the updated Schedule 'E-1' within this report replacing the former Schedule E-1 from the 2016 report. An updated working corridor has also been provided within this report to replace the former working corridor in the 2016 report. The assessment is based on an arbitrary \$10,000.00 of future maintenance costs on the Dufour Drain excluding any special benefit assessments applicable to access culverts, trucking of drain spoils and repairs to lateral surface water and tile drains.

A portion of Property Parcel Nos. 66 and 67 have been included in a block assessment denoted as Block 'A' for the purposes of assessing of costs related to future maintenance of the Dufour Drain and Branch A. Block A represents the first phase of residential development separated between future lands and roads. For subsequent phases of future residential development within the remaining portions of Parcel Nos. 66 and 67, future block assessments will need to be considered as part of a reassessment in accordance with Section 76 of the Drainage Act due to future land use changes between lands and roads.

Future maintenance costs associated with trucking of drain spoils off site generated between Station 1+188 and Station 1+298 are to be assessed 100% Block 'A' in the same relative proportions between lands and roads.

Future Maintenance (Branch A)

We recommend that future work of repair and maintenance of Branch A be carried out by the Town of Amherstburg in accordance with the specifications contained within the 2016 report. The exception being, the working corridor which has been redefined under this new report contained within Schedule 'F' specifications herein, and the assessment changes as outlined below.

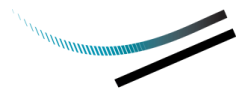
From Station 0+000A to Station 0+173A, the excavated drain spoils shall be disposed of by trucking off-site since they can no longer be placed within the designated corridor on the north side of the drain where a future landscaped green space will occupy this area and surrounding the future storm water pond being situated north of this drain corridor. Trucking costs for drain excavation materials between Stations 0+000A and 0+533A, along with any associated costs required as part of the Excess Soils Regulation (O. Reg. 406/19), shall be assessed 33% to property Parcel No. 66 and remaining 67% shall be assessed to property Parcel No. 67 as a special benefit assessment.

For all other future drain maintenance costs associated with Branch 'A', they shall be assessed against the affected lands and roads in the same relative proportions as shown in the updated Schedule 'E-2' within this report replacing the former Schedule 'E-2' from the 2016 report. The costs are based on an arbitrary \$10,000.00.

Future Maintenance of Bridge No. 6

We recommend that future work of repair and maintenance of Bridge No. 6 be carried out by the Town of Amherstburg and the costs assessed 100% against the Town of Amherstburg Road Authority in accordance with Section 26 of the Drainage Act.

These provisions for maintenance are subject, of course, to any variations that may be



made under the authority of the Drainage Act.

Drawings and Specifications

Attached to this report is "Schedule F", which contain specifications setting out the details of the recommended works. "Schedule G" represents the drawings described herein and are attached to this report:

- Page 1 of 3: Overall Plan**
- Page 2 of 3: Property Information**
- Page 3 of 3: Bridge No.6 Details**

Approvals

The construction and/or improvement to a drainage works, including repair and maintenance activities, 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 by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality's behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

The details of the proposed works and supporting calculations were submitted to the Essex Region Conservation Authority (ERCA) on April 4, 2022 for their review. Subsequently, on April 25, 2022 return correspondence was received confirming acceptance of the design, and that the permit application process could be finalized following submission of the final drainage report and drawings.

The Dufour Drain has been classified by the Department of Fisheries and Oceans (DFO) as a Type F drain. Type F drains have intermittent water flow and may provide habitat for bait fish. Standard mitigation measures shall be followed as outlined below.

- Work will not be conducted at times when flows are elevated due to local rain events, storms or seasonal floods. Work will be done in the dry with temporary barriers installed to isolate the work area and removed immediately after work is complete.
- All disturbed soils on both banks and within the channel, including spoil must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works.
- 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.
- All activities should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the

water. Vehicular refueling and maintenance should be conducted away from the water.

In terms of endangered species, the critical habitat distribution mapping does not identify any critical habitat found for extirpated, endangered, threatened or special concern species within the area of the proposed drainage works. The Town of Amherstburg has developed a mitigation plan document which recommends mitigation measures to minimize adverse effects on species at risk including monitoring and reporting requirements should an endangered, threatened or special concern species (fishes, reptiles, amphibians, molluscs, birds, plants, trees) be encountered. The document shall be made available to the contractor prior to construction.

Respectfully submitted,

DILLON CONSULTING LIMITED



Tim R. Oliver, P.Eng.
TRO:mma:nek



SCHEDULE ‘A’
SUMMARY OF ON-SITE MEETING

Virtual Meeting via Zoom Platform
February 15, 2022 @ 9:00 a.m.

Present:

Michelle Poberezny	Landowner
James Poberezny	Landowner
Mary Arts (absent represented by Michelle)	Landowner
Eric Arts	Landowner
Mike McMahon (MGV Development)	Landowner
Shane McVitty	Town of Amherstburg
Tim Oliver	Dillon Consulting Limited
Oliver Moir	Dillon Consulting Limited
Murrad Abdul	Dillon Consulting Limited

Introduction

Shane McVitty provided an explanation of the request received under Section 78 of the Drainage Act.

Oliver Moir provided an overview of some relevant drainage history, and an overview of the proposed works which includes the construction of a new access bridge for a proposed residential subdivision. It was mentioned that the change in land use requires an updated schedule of assessments for future maintenance for the Dufour Drain and the Branch A Drain. The development’s stormwater management plan will be considered in the assessment of the drain capacity and assessment of costs for future maintenance. The working corridor, which the Town uses to access and maintain the drain will also have to be updated. Costs associated with the works are all a result of the requested bridge, and so can be expected that 100% of the costs associated with the works will be assessed 100% to MGV Developments.

Questions from landowners were submitted ahead of the on-site meeting and were subsequently discussed at the meeting. Question/comments with responses relevant to the drainage works are summarized below:

- Will there be an increase in flow/higher water levels in the drain downstream as a result of the development?
 - Oliver Moir explained that the development will redirect the flows away from its current natural westerly drainage pattern into a stormwater detention pond. The pond will release at a maximum rate equivalent to the pre-development conditions during a storm likely to occur once every two years. It can be expected to actually lower water levels in larger storm events.
- What is the location of the bridge?
 - Oliver Moir identified that the bridge is proposed to be located 35 m east of the property line between Mary J. Arts’s property and the MGV Developments property.
- The drain is filled in with weeds and doesn’t drain well. There is general concern that the development will worsen flooding downstream.

- Shane McVitty explained that drain maintenance is conducted upon request from landowners, so the landowners need only submit a request to brush the drain.
- Oliver Moir explained that the development has the responsibility to not adversely impact neighbours, but also that the stormwater management detention pond may provide a benefit to the drain.

The meeting summary was prepared by Murrad Abdul who should be notified of any errors and/or omissions.

"SCHEDULE C"
SCHEDULE OF ASSESSMENT
DUFOUR DRAIN (BRIDGE NO. 6)
TOWN OF AMHERSTBURG

PRIVATELY-OWNED - AGRICULTURAL LANDS:

Parcel No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
66	8	Pt Lot 7	4.57	1.85	MGV Developments * (McGregor) Inc.	\$87,600.00	\$0.00	\$0.00	\$87,600.00
Total on Privately-Owned - Agricultural Lands.....						\$87,600.00	\$0.00	\$0.00	\$87,600.00
TOTAL ASSESSMENT - DUFOUR DRAIN (BRIDGE No.6).....						\$87,600.00	\$0.00	\$0.00	\$87,600.00

	(Acres)	(Ha.)
Total Area:	4.57	1.85

* Denotes lands that are not eligible for OMAFRA grants towards the costs of the new access bridge (Bridge No. 6)

"SCHEDULE D"
DETAILS OF SPECIAL BENEFIT
DUFOUR DRAIN (BRIDGE No. 6)
TOWN OF AMHERSTBURG

SPECIAL BENEFIT ASSESSMENT
(GENERAL DESCRIPTION OF SPECIAL BENEFIT)

Parcel No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
66	MGV Developments (McGregor) Inc.	Bridge No. 6 costs all inclusive	\$58,600.00	\$29,000.00	\$87,600.00
Total Special Benefit Assessment			58,600.00	29,000.00	87,600.00
OVERALL TOTAL SPECIAL BENEFIT ASSESSMENT					\$87,600.00

"SCHEDULE E-1"
SCHEDULE OF ASSESSMENT (FUTURE MAINTENANCE)
DUFOUR DRAIN
TOWN OF AMHERSTBURG

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Middle Sideroad (County Road 10)	5.00	2.02	County of Essex	\$0.00	\$278.00	\$576.00	\$854.00
8th Concession Road	3.60	1.46	Town of Amherstburg	\$0.00	\$488.00	\$1,150.00	\$1,638.00
Gardiner Crescent	1.42	0.57	Town of Amherstburg	\$0.00	\$25.00	\$451.00	\$476.00
McGregor Court	0.37	0.15	Town of Amherstburg	\$0.00	\$7.00	\$119.00	\$126.00
Block A Roads	7.56	3.06	Town of Amherstburg	\$0.00	\$119.00	\$392.00	\$511.00
Total on Municipal Lands.....				\$0.00	\$917.00	\$2,688.00	\$3,605.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Parcel No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Block A Lands			23.15	9.37	MGV Developments (McGregor) Inc.	\$0.00	\$222.00	\$729.00	\$951.00
42	7	Pt Lot 6	4.20	1.70	Jeffrey Tales & Jami L. Reaume	\$0.00	\$11.00	\$81.00	\$92.00
41	8	Pt Lot 6	0.48	0.19	Enrico J. & Krista M. Truant	\$0.00	\$5.00	\$27.00	\$32.00
40	8	Pt Lot 6	0.57	0.23	Dante & Marisa Delrizzo	\$0.00	\$5.00	\$30.00	\$35.00
39	8	Pt Lot 6	0.53	0.21	Grant E. Chittim & Andrea Elaine	\$0.00	\$6.00	\$33.00	\$39.00
38	8	Pt Lot 6	0.45	0.18	Kyle P. Krizan	\$0.00	\$5.00	\$29.00	\$34.00
37	8	Pt Lot 6	0.40	0.16	Gregory G. Girard	\$0.00	\$4.00	\$25.00	\$29.00
36	8	Pt Lot 6	0.64	0.26	Brian J. & Christine G. Beaton	\$0.00	\$5.00	\$36.00	\$41.00
70	8	Pt Lot 6	0.30	0.12	1473511 Ontario Limited	\$0.00	\$3.00	\$20.00	\$23.00
49	8	Pt Lot 6	0.32	0.13	Jesse & Kelly Bone	\$0.00	\$4.00	\$22.00	\$26.00
50	8	Pt Lot 6	0.32	0.13	Travis W.R. and Tina B. Middleton	\$0.00	\$4.00	\$22.00	\$26.00
51	8	Pt Lot 6	0.32	0.13	Roger H. & Sheila A. Baillargeon	\$0.00	\$4.00	\$22.00	\$26.00
52	8	Pt Lot 6	0.32	0.13	Sarah Cherian	\$0.00	\$4.00	\$22.00	\$26.00
53	8	Pt Lot 6	0.32	0.13	Scott R. Warnock & Pierrette A. Wray	\$0.00	\$4.00	\$22.00	\$26.00
54	8	Pt Lot 6	0.32	0.13	Derek R. & Jennifer M. Aiken	\$0.00	\$4.00	\$22.00	\$26.00
55	8	Pt Lot 6	0.32	0.13	David Cvetanovski	\$0.00	\$4.00	\$22.00	\$26.00
56	8	Pt Lot 6	0.32	0.13	Community Living Essex County	\$0.00	\$4.00	\$22.00	\$26.00
57	8	Pt Lot 6	0.32	0.13	Beverly A. Santin & Nelson J. Rocheleau	\$0.00	\$4.00	\$22.00	\$26.00
44	8	Pt Lot 6	0.34	0.14	Justin M. Kilmowics & Emily M. Hillman	\$0.00	\$4.00	\$23.00	\$27.00
45	8	Pt Lot 6	0.45	0.18	John T. & Sandra M. Amato	\$0.00	\$5.00	\$30.00	\$35.00
46	8	Pt Lot 6	0.35	0.14	Henry & Deborah A. Schwager	\$0.00	\$4.00	\$23.00	\$27.00
47	8	Pt Lot 6	0.34	0.14	Martin E. A. & Colleen B. Nelson	\$0.00	\$4.00	\$23.00	\$27.00
48	8	Pt Lot 6	0.34	0.14	Mary Ann E. Papia Arce	\$0.00	\$4.00	\$23.00	\$27.00
68	8	Pt Lot 6	1.78	0.72	Essex Region Conservation Foundation	\$0.00	\$8.00	\$58.00	\$66.00
71	8	Pt Lot 7	5.40	2.19	Essex Region Conservation Foundation	\$0.00	\$25.00	\$176.00	\$201.00
5	8	RP M285 Lot 18	0.22	0.09	Adam J. Lucier	\$0.00	\$2.00	\$15.00	\$17.00

Parcel No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
6	8	RP M285 Lot 17	0.27	0.11	Wallace N. & Rosemary K. Charett	\$0.00	\$3.00	\$18.00	\$21.00
7	8	RP M285 Lot 16	0.24	0.10	Lindsay Charette & Michael Deyoung	\$0.00	\$3.00	\$16.00	\$19.00
8	8	RP M285 Lot 15	0.40	0.16	Igor Varga & Shirley Couch	\$0.00	\$4.00	\$27.00	\$31.00
9	8	RP M285 Lot 14	0.29	0.12	Kevin & Penny Veldhuis	\$0.00	\$3.00	\$20.00	\$23.00
3	8	RP M285 Lot 22	0.25	0.10	Matthew B. & Heather E. Allison	\$0.00	\$3.00	\$16.00	\$19.00
10	8	RP M 285 Lot 13	0.20	0.08	Jody A. & Melissa D. Fleming	\$0.00	\$2.00	\$13.00	\$15.00
11	8	RP M285 Lot 12,13 & 14	0.19	0.08	Nistor & Livia Sasca	\$0.00	\$2.00	\$13.00	\$15.00
12	8	RP M285Lot 12 & 14	0.19	0.08	Richard H. & Patricia J. Prieur	\$0.00	\$2.00	\$13.00	\$15.00
13	8	RP M285 Lot 11	0.22	0.09	David W. & Terese A. Pitt	\$0.00	\$2.00	\$15.00	\$17.00
14	8	RP M285 Lot 10	0.18	0.07	Robert J. & Irene A. McFarlane	\$0.00	\$2.00	\$12.00	\$14.00
15	8	RP M285 Lot 9	0.18	0.07	Kenneth & Marie Allen	\$0.00	\$2.00	\$12.00	\$14.00
16	8	RP M285 Lot 8	0.18	0.07	John F. & Janine J. Willett	\$0.00	\$2.00	\$12.00	\$14.00
17	8	RP M285 Lot 7	0.18	0.07	Jerome & Victoria Pardo	\$0.00	\$2.00	\$12.00	\$14.00
18	8	RP M285 Lot 6	0.18	0.07	Paula C. Charlebois	\$0.00	\$2.00	\$12.00	\$14.00
19	8	RP M285 Lot 5	0.18	0.07	Antonio & Theresa Pietrangelo	\$0.00	\$2.00	\$12.00	\$14.00
2	8	RP M285 Lot 21	0.20	0.08	Cherie H. Lajoy & Richard J. & Deborah A. Drouillard	\$0.00	\$2.00	\$13.00	\$15.00
20	8	RP M285 Lot 4	0.25	0.10	Marek & Mariola Piotrowski	\$0.00	\$3.00	\$16.00	\$19.00
21	8	RP M285 Lot 3	0.52	0.21	Izidor & Mitzi Fujs	\$0.00	\$6.00	\$35.00	\$41.00
22	8	RP M285 Lot 2	0.42	0.17	Allen C. & Lori A. Stewart	\$0.00	\$5.00	\$29.00	\$34.00
23	8	RP M285 Lot 1	0.27	0.11	Allan J. & Allan C. & Lori Stewart	\$0.00	\$3.00	\$18.00	\$21.00
1	8	RP M285 Lot 20	0.20	0.08	Mark A. Pszczonak & Robyn J. Nease	\$0.00	\$2.00	\$13.00	\$15.00
4	8	RP M285 Lot 19	0.20	0.08	Matthew F. Charlebois & Crystal M. Barron	\$0.00	\$2.00	\$13.00	\$15.00
58	8	Pt Lot 7 RP 12R22195 Pt. 1	0.35	0.14	Barbara Bellemore & Betty Jane Belleau	\$0.00	\$4.00	\$23.00	\$27.00
24	8	Pt Lot 7	1.09	0.44	Jason J. & Michelle T. Bullard	\$0.00	\$7.00	\$46.00	\$53.00
25	8	Pt Lot 7	1.42	0.57	Cheryl L. Major & Linda A. Bondy	\$0.00	\$7.00	\$49.00	\$56.00
26	8	Pt Lot 7	0.61	0.25	Thomas J. & Karen Renaud	\$0.00	\$5.00	\$38.00	\$43.00
27	8	Pt Lot 7	0.57	0.23	Nelson F. Drouillard	\$0.00	\$5.00	\$36.00	\$41.00
28	8	Pt Lot 7	0.52	0.21	Yollande McIntyre	\$0.00	\$6.00	\$35.00	\$41.00
29	8	Pt Lot 7	0.48	0.19	Adam J. & Candace R. Hammond	\$0.00	\$5.00	\$32.00	\$37.00
30	8	Pt Lot 7	0.46	0.19	Gilbert H. Beaulieu	\$0.00	\$5.00	\$32.00	\$37.00
31	8	Pt Lot 7	0.39	0.16	Daniel J. & Margaret J. Leithead	\$0.00	\$4.00	\$27.00	\$31.00
32	8	Pt Lot 7	0.36	0.15	Wanda J. Gagnon & Robert H. Dishman	\$0.00	\$4.00	\$25.00	\$29.00
33	8	Pt Lot 7	0.38	0.15	Stephen P. Skov	\$0.00	\$4.00	\$25.00	\$29.00
34	8	Pt Lot 7	0.33	0.13	Hydro One Networks Inc.	\$0.00	\$4.00	\$22.00	\$26.00
35	8	Pt Lot 7	0.40	0.16	Kenneth H. Holden	\$0.00	\$4.00	\$27.00	\$31.00
61	8	Pt Lot 7	1.15	0.47	Kevin V. Murphy & Linda A. Bailey	\$0.00	\$7.00	\$40.00	\$47.00
60	8	Pt Lot 7	0.55	0.22	James P. & Michelle C. Poberezny	\$0.00	\$22.00	\$27.00	\$49.00
62	8	Pt Lot 7	0.46	0.19	Maddalena & Eric Simone	\$0.00	\$17.00	\$21.00	\$38.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$527.00	\$2,444.00	\$2,971.00

Parcel No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
PRIVATELY-OWNED - AGRICULTURAL LANDS									
69	8	Pt Lot 6	2.85	1.15	Paul H. Ouellette	\$0.00	\$7.00	\$55.00	\$62.00
43	8	Pt Lot 6	1.98	0.80	Joseph Miceli	\$0.00	\$5.00	\$41.00	\$46.00
63	8	Pt Lot 7	35.36	14.31	Mary J. Arts	\$0.00	\$407.00	\$732.00	\$1,139.00
59	7	Pt Lot 7	7.00	2.83	Viscount Mobile Homes Ltd.	\$0.00	\$19.00	\$140.00	\$159.00
65	8	S Pt Lot, RP M246 Lot 1&Pt Lot 2	20.00	8.09	STS George & Sharbel Holdings Ltd	\$0.00	\$162.00	\$231.00	\$393.00
64	8	Pt Lot 7	21.42	8.67	Christopher & Elaine Mannina	\$0.00	\$162.00	\$248.00	\$410.00
66	8	Pt Lot 7	4.57	1.85	MGV Developments (McGregor) Inc.	\$0.00	\$34.00	\$111.00	\$145.00
73	8	Pt Lot 7	5.73	2.32 *	MGV Developments (McGregor) Inc.	\$0.00	\$43.00	\$139.00	\$182.00
67	8	Pt Lot 7	23.25	9.41	MGV Developments (McGregor) Inc.	\$0.00	\$172.00	\$566.00	\$738.00
72	8	Pt Lot 7	5.58	2.26 **	MGV Developments (McGregor) Inc.	\$0.00	\$45.00	\$105.00	\$150.00
Total on Privately-Owned - Agricultural Lands.....						\$0.00	\$1,056.00	\$2,368.00	\$3,424.00
TOTAL ASSESSMENT - DUFOUR DRAIN.....						\$0.00	\$2,500.00	\$7,500.00	\$10,000.00
			(Acres)	(Ha.)					
Total Area:			203.42	82.30					

- * Denotes future parcel for stormwater pond awaiting future Roll No. to be assigned
- ** Denotes severed property located north of Block 'A' awaiting future Roll No. to be assigned

"SCHEDULE E-2"
SCHEDULE OF ASSESSMENT (FUTURE MAINTENANCE)
BRANCH A
TOWN OF AMHERSTBURG (COUNTY OF ESSEX)

MUNICIPAL LANDS:

Description	Area Affected		Owner	Special	Benefit	Outlet	Total
	(Acres)	(Ha.)		Benefit			
Gardiner Crescent	1.20	0.49	Town of Amherstburg	\$0.00	\$58.00	\$439.00	\$497.00
McGregor Court	0.35	0.14	Town of Amherstburg	\$0.00	\$17.00	\$126.00	\$143.00
Block A Roads	7.56	3.06	Town of Amherstburg	\$0.00	\$193.00	\$774.00	\$967.00
Total on Ontario Lands.....				\$0.00	\$268.00	\$1,339.00	\$1,607.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected		Owner	Special	Benefit	Outlet	Total
			(Acres)	(Ha.)		Benefit			
Block A Lands			23.15	9.37	MGV Developments (McGregor) Inc.	\$0.00	\$258.00	\$1,438.00	\$1,696.00
71	8	Pt Lot 7	5.40	2.19	Essex Region Conservation Foundation	\$0.00	\$714.00	\$589.00	\$1,263.00
3	8	RP M285 Lot 22	0.25	0.10	Matthew B. & Heather E. Allison	\$0.00	\$9.00	\$75.00	\$68.00
2	8	RP M285 Lot 21	0.22	0.09	Cherie H. & Richard J. & Deborah A. Drouillard	\$0.00	\$8.00	\$68.00	\$62.00
1	8	RP M285 Lot 20	0.20	0.08	Mark A. Pszczonak & Robyn J. Nease	\$0.00	\$7.00	\$60.00	\$55.00
4	8	RP M285 Lot 19	0.20	0.08	Matthew F. Charlebois & Crystal M. Barron	\$0.00	\$7.00	\$60.00	\$55.00
5	8	RP M285 Lot 18	0.22	0.09	Adam J. Lucier	\$0.00	\$8.00	\$68.00	\$62.00
6	8	RP M285 Lot 17	0.27	0.11	Wallace N. & Rosemary K. Charette	\$0.00	\$10.00	\$83.00	\$75.00
7	8	RP M285 Lot 16	0.24	0.10	Lindsay Charette & Michael Deyoung	\$0.00	\$9.00	\$75.00	\$68.00
8	8	RP M285 Lot 15	0.40	0.16	Igor Varga & Shirley Couch	\$0.00	\$14.00	\$120.00	\$109.00
9	8	RP M285 Lot 14	0.29	0.12	Kevin & Penny Veldhuis	\$0.00	\$11.00	\$90.00	\$83.00
10	8	RP M 285 Lot 13 & 14	0.19	0.08	Jody A. & Melissa J. Fleming	\$0.00	\$7.00	\$60.00	\$55.00
11	8	RP M285 Lot 12,13 & 14	0.20	0.08	Nistor & Livia Sasca	\$0.00	\$7.00	\$60.00	\$55.00
12	8	RP M285Lot 12 & 14	0.19	0.08	Richard H. & Patricia J. Prieur	\$0.00	\$7.00	\$60.00	\$55.00
13	8	RP M285 Lot 11	0.22	0.09	David W. & Terese A. Pitt	\$0.00	\$8.00	\$68.00	\$62.00
14	8	RP M285 Lot 10	0.18	0.07	Robert J. & Irene A. McFarlane	\$0.00	\$6.00	\$52.00	\$48.00
15	8	RP M285 Lot 9	0.18	0.07	Kenneth & Marie Allen	\$0.00	\$6.00	\$52.00	\$48.00
16	8	RP M285 Lot 8	0.18	0.07	John F. & Janine J. Willett	\$0.00	\$6.00	\$52.00	\$48.00
17	8	RP M285 Lot 7	0.18	0.07	Jerome & Victoria Pardo	\$0.00	\$6.00	\$52.00	\$48.00
18	8	RP M285 Lot 6	0.18	0.07	Paula C. Charlebois	\$0.00	\$6.00	\$52.00	\$48.00
19	8	RP M285 Lot 5	0.18	0.07	Antonio & Theresa Pietrangelo	\$0.00	\$6.00	\$52.00	\$48.00
20	8	RP M285 Lot 4	0.28	0.11	Marek & Mariola Piotrowski	\$0.00	\$10.00	\$83.00	\$75.00
21	8	RP M285 Lot 3	0.25	0.10	Izidor & Mitzi Fujs	\$0.00	\$9.00	\$75.00	\$68.00
22	8	RP M285 Lot 2	0.24	0.10	Allen C. & Lori A. Stewart	\$0.00	\$9.00	\$75.00	\$68.00
23	8	RP M285 Lot 1	0.27	0.11	Allan J. & Allan C. & Lori Stewart	\$0.00	\$10.00	\$83.00	\$75.00

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
58	8	Pt. Lot 7 RP 12R22195 Pt. 1	0.35	0.14	Barbara Bellemore & Betty J. Belleau	\$0.00	\$13.00	\$105.00	\$96.00
24	8	Pt Lot 7	1.09	0.44	Jason J. & Michelle T. Bullard	\$0.00	\$25.00	\$187.00	\$172.00
25	8	Pt Lot 7	1.42	0.57	Cheryl L. Major & Linda A. Bondy	\$0.00	\$28.00	\$201.00	\$186.00
26	8	Pt Lot 7	0.37	0.15	Thomas J. & Karen Renaud	\$0.00	\$14.00	\$91.00	\$85.00
27	8	Pt Lot 7	0.33	0.13	Nelson F. Drouillard	\$0.00	\$12.00	\$79.00	\$74.00
28	8	Pt Lot 7	0.28	0.11	Yollande McIntyre	\$0.00	\$10.00	\$63.00	\$60.00
29	8	Pt Lot 7	0.24	0.10	Adam J. & Candace R. Hammond	\$0.00	\$9.00	\$57.00	\$54.00
30	8	Pt Lot 7	0.22	0.09	Gilbert H. Beaulieu	\$0.00	\$8.00	\$49.00	\$47.00
31	8	Pt Lot 7	0.15	0.06	Daniel J. & Margaret J. Leithead	\$0.00	\$5.00	\$32.00	\$30.00
32	8	Pt Lot 7	0.12	0.05	Wanda J. Gagnon & Robert H. Dishman	\$0.00	\$4.00	\$25.00	\$24.00
33	8	Pt Lot 7	0.16	0.06	Stephen P. Skov	\$0.00	\$5.00	\$30.00	\$29.00
34	8	Pt Lot 7	0.11	0.04	Hydro One Networks Inc.	\$0.00	\$3.00	\$18.00	\$18.00
35	8	Pt Lot 7	0.07	0.03	Kenneth H. Holden	\$0.00	\$3.00	\$14.00	\$13.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$1,297.00	\$4,553.00	\$5,850.00
PRIVATELY-OWNED - AGRICULTURAL LANDS:									
66	8	Pt Lot 7	4.57	1.85	MGV Developments (McGregor) Inc.	\$0.00	\$132.00	\$219.00	\$351.00
73	8	Pt Lot 7	5.73	2.32 *	MGV Developments (McGregor) Inc.	\$0.00	\$166.00	\$275.00	\$441.00
67	8	Pt Lot 7	23.25	9.41	MGV Developments (McGregor) Inc.	\$0.00	\$637.00	\$1,114.00	\$1,751.00
Total on Privately-Owned - Agricultural Lands.....						\$0.00	\$935.00	\$1,608.00	\$2,543.00
TOTAL ASSESSMENT - BRANCH A.....						\$0.00	\$2,500.00	\$7,500.00	\$10,000.00
			(Acres)	(Ha.)					
Total Area:			58.18	23.53					

* Denotes future parcel for stormwater pond awaiting future Roll No. to be assigned

”SCHEDULE F”
**NEW ACCESS BRIDGE OVER THE
DUFOR DRAIN
TOWN OF AMHERSTBURG**

SPECIAL PROVISIONS - GENERAL

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto is part of “Schedule F.” It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

2.0 DESCRIPTION OF WORK

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour, materials, and equipment** to complete the following items:

- Supply and place a new 45 m long, 1400 mm diameter polymer laminated corrugated steel pipe (CSP) culvert with 125 mm x 25 mm corrugations and 2.8 mm thickness including coupler hardware and an 18 degree prefabricated polymer laminated corrugated steel pipe elbow (see Specifications).
- Supply and placement of clearstone 20 – 25 mm size bedding below culvert, minimum 150 mm thickness (approximately 40 tonnes).
- Supply and placement of Granular 'A' (crushed limestone) compacted backfill materials from the bridge invert up to the springline of the culvert (approximately 135 tonnes).
- Supply and placement of Granular 'A' (crushed limestone) compacted backfill material from the culvert springline up to the roadway surface (approximately 250 tonnes).
- Supply and placement of imported clean native backfill material from the culvert springline to the top of the drain banks beyond the roadway, for the culvert portion (approximately 300 m³).
- Supply and placement of stone rip-rap minimum 300 mm thickness c/w filter cloth underlay for sloping end walls (approximately 35 m²).
- Temporary sediment and erosion control measures

3.0 ACCESS TO THE WORK

Access to the drain shall be from the County Road No. 10 right-of-way and Cypher Systems Group Greenway trail. The Contractor shall make his/her own arrangements for any additional access for his/her convenience. All road areas, greenway trail and grass lawn areas disturbed shall be restored to original conditions at the Contractor’s expense.

4.0 WORKING CORRIDOR (BRIDGE NO. 6)

The working area at the bridge site shall be restricted to the working corridor along the south side of the drain, as specified in the following section and including the County Road No. 10 road allowance provided through traffic is maintained as per Section 13.0 in the General Specifications.

5.0 WORKING CORRIDOR (DUFOUR DRAIN & BRANCH A)

For the purpose of future maintenance, the Contractor shall restrict his equipment to the working corridors as specified in this Section. Any damage resulting from non-compliance with this Section, shall be borne by the Contractor. The new working corridor shall be measured from the top of the new drain bank and shall be as follows:

FROM	TO	WORKING CORRIDOR
		Dufour Drain
0+000	0+750	9.0 m wide on east side of drain measured from top of bank
0+750	0+785	8th Concession Road ROW
0+785	0+807	9.0 m wide on east side of drain measured from top of bank
0+807	0+890	8th Concession Road ROW / 6 m wide on Parcel No. 61
0+890	0+939	County Road No. 10 ROW / 6 m wide on Parcel No. 61
0+939	1+188	9.0 m wide on north side of drain measured from top of bank
1+188	1+240	County Road No. 10 ROW/Street A ROW
1+240	1+298	9.0 m wide on north side (For north bank repairs only) 9.0 m wide on south side measured from top of bank (for drain cleanout, excavation, trucking, outlet pipes and south bank repairs)
		Branch A Drain
0+000A	0+173A	9.0 m wide on north side (For north bank repairs only) 9.0 m wide on south side measured from top of bank (for drain cleanout, excavation, trucking, outlet pipes and south bank repairs)
0+173A	0+533A	9.0 m wide on south side of drain measured from top of bank (For drain cleanout, excavation, trucking, outlet pipes and south bank repairs)

6.0 BRIDGE CONSTRUCTION

6.1 Location of New Access Bridge

The new bridge structure shall be installed as shown on the drawing attached hereto.

6.2 Materials for New Bridge

Materials shall be as follows:

Culvert Pipe

New 45 m long, 1400 mm diameter polymer laminated corrugated steel pipe (CSP) wall thickness of 2.8 mm and 125 x 25 mm corrugations with rerolled ends complete with 18 degree prefabricated polymer laminated corrugated steel pipe elbow meeting the pipe manufacturer's specifications. New culvert shall be joined with annular polymer laminated corrugated wide bolt and angle couplers (minimum of 8

<i>Culvert Bedding</i>	<i>corrugations overlap and 2.8 mm wall thickness) and no single pipe less than 6.0 m in length. All pipes connected with couplers shall abut to each other with no more than a 25 mm gap between pipes prior to installation of the coupler and wrapped with filter fabric.</i> <i>20-25 mm size clearstone conforming to OPSS Division 10. Minimum 150 mm thickness.</i>
<i>Backfill up to culvert springline</i>	<i>Granular 'A' conforming to OPSS Division 10.</i>
<i>Beneath Road Surface, Backfill Above Pipe Springline</i>	<i>Full Granular 'A' backfill conforming to OPSS Division 10.</i>
<i>Beyond Road Surface, Backfill Above Pipe Springline</i>	<i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances.</i>
<i>Erosion Stone</i>	<i>All stone to be used for erosion protection shall be 125 - 250 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness.</i>
<i>Filter Fabric</i>	<i>"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.</i>

6.3 Culvert Installation

Suitable dykes shall be constructed in the drain so that the installation of the bridge 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; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density.

6.4 Sloping Stone End Walls

End walls shall be constructed of quarry stone rip-rap, as specified herein. Each end wall shall extend from the invert of the new culvert to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain and 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.

6.5 Granular 'A' Driveway Surface

The Contractor shall construct the driveway surface with a maximum 3% cross-fall grade consisting of compacted Granular 'A' (crushed limestone). The minimum top width of the driveway shall be as shown on the drawings.

6.6 Native Materials

Native materials suitable for use as backfill, as defined under Section 6.2, shall be imported as required to complete the work as shown on the drawings. Alternatively, the Contractor may elect to import additional non-contaminated dry native materials at their own expense.

6.7 Lateral Tile and/or Surface Swale Drains

Should the Contractor encounter any lateral tiles or surface swale drains within the proposed culvert limits not shown on the attached drawings, the Contractor shall re-route 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 (if any) shall be at the Contractor's expense.

7.0 UTILITY POLE SUPPORT

The Contractor's attention is drawn to the hydro pole that exists in the vicinity of the proposed bridge. Should the work commence prior to the hydro pole relocation, the Contractor shall notify Hydro One Networks Inc. and request utility pole support services for the duration of the work at his/her expense.

GENERAL SPECIFICATIONS

1.0 AGREEMENT AND GENERAL CONDITIONS

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.

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.

Tenders will be received and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

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/her tender.

3.0 MAINTENANCE PERIOD

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance 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.

4.0 GENERAL CO-ORDINATION

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.

5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage. 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 are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

6.0 CONTRACTOR'S LIABILITY

The Contractor, his/her agents and all workmen or persons under his/her 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.

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.

7.0 PROPERTY BARS AND SURVEY MONUMENTS

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.

8.0 MAINTENANCE OF FLOW

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

9.0 ONTARIO PROVINCIAL STANDARDS

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.

10.0 APPROVALS, PERMITS AND NOTICES

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.

11.0 SUBLETTING

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.

12.0 TIME OF COMPLETION

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 in a timely manner.

13.0 TRAFFIC CONTROL

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. 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.

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.

14.0 SITE CLEANUP AND RESTORATION

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.

15.0 UTILITY RELOCATION WORKS

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

16.0 FINAL INSPECTION

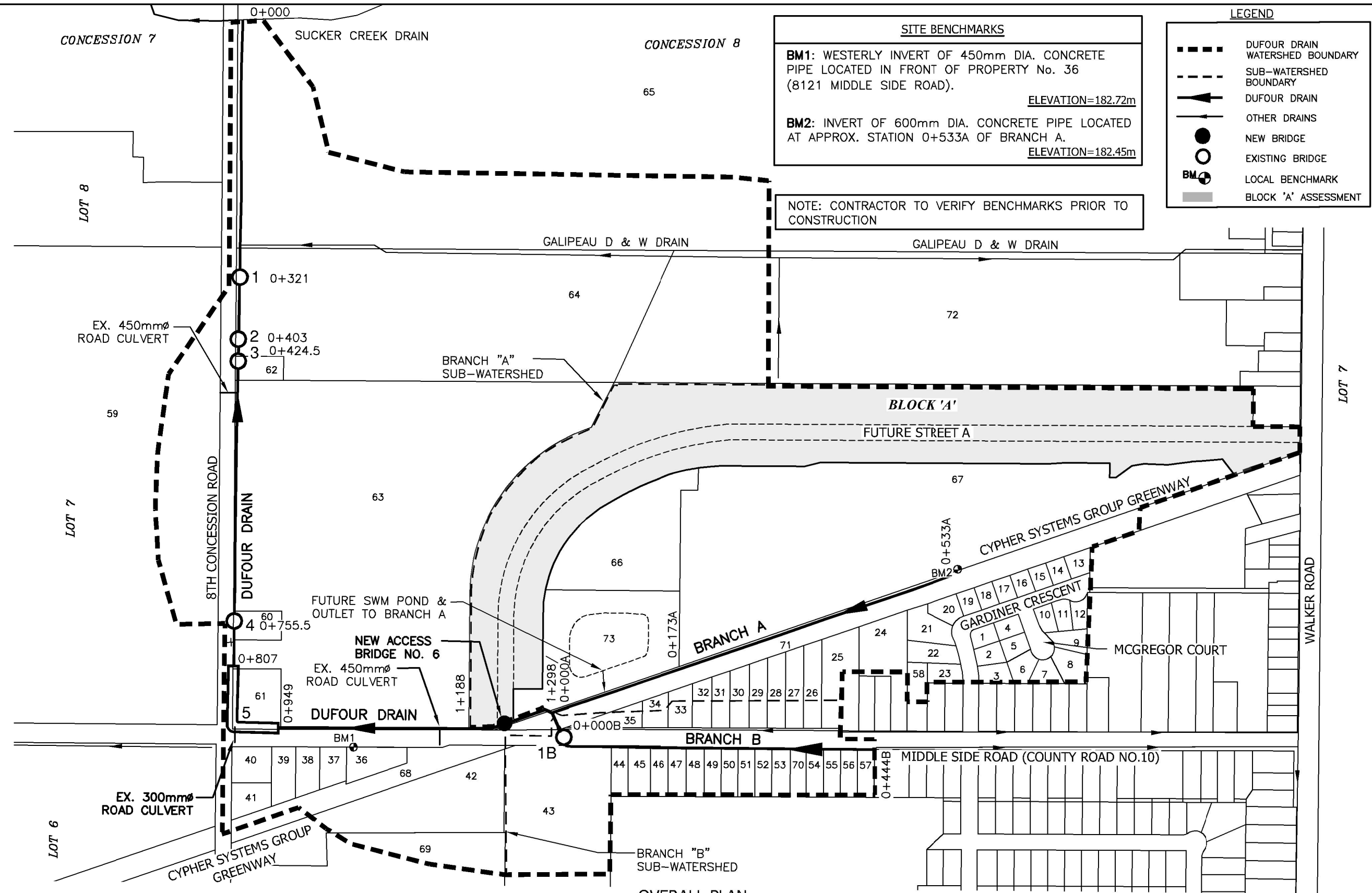
All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted 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.

17.0 FISHERIES CONCERNS

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.

Jun 15, 2022 - 3:01pm C:\pwworking\directory\projects\2021\330eem\dms78012\212982-03-DRN-CON-UPDATED REPORT-LAND OWNERS .dwg



SITE BENCHMARKS

BM1: WESTERLY INVERT OF 450mm DIA. CONCRETE PIPE LOCATED IN FRONT OF PROPERTY No. 36 (8121 MIDDLE SIDE ROAD). ELEVATION=182.72m

BM2: INVERT OF 600mm DIA. CONCRETE PIPE LOCATED AT APPROX. STATION 0+533A OF BRANCH A. ELEVATION=182.45m

NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION

LEGEND

- DUFOUR DRAIN WATERSHED BOUNDARY
- SUB-WATERSHED BOUNDARY
- DUFOUR DRAIN
- OTHER DRAINS
- NEW BRIDGE
- EXISTING BRIDGE
- LOCAL BENCHMARK
- BLOCK 'A' ASSESSMENT

OVERALL PLAN
1:5,000

'SCHEDULE G'



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	ISSUE	DATE	BY
2	FINAL REPORT SUBMISSION	15 JUN 22	TRO
1	CLIENT REVIEW	14 JUN 22	TRO

DESIGN	TRO	REVIEWED BY	JJT
DRAWN	MA	CHECKED BY	MDH
DATE	June 15, 2022		
SCALE	AS SHOWN		

DILLON CONSULTING

PROJECT NO. 21-2982

DRAWING SCALES BASED ON A 11" X 17" SHEET

Drainage Report for
NEW ACCESS BRIDGE OVER THE DUFOUR DRAIN FOR
MGV DEVELOPMENT (McGREGOR) INC.
Town of Amherstburg

SHEET TITLE
OVERALL PLAN

PAGE NO.
1 of 3

DUFOR DRAIN PROPERTY INFORMATION	
PARCEL	OWNER
1	MARK A. PSZCZONAK & ROBYN J. NEASE
2	CHERIE H. DROUILLARD & RICHARD J. & DEBORAH A. DROUILLARD
3	MATTHEW B. & HEATHER E. ALLISON
4	MATTHEW F. CHARLEBOIS & CRYSTAL M. BARRON
5	ADAM J. LUCIER
6	WALLACE N. & ROSEMARY K. CHARETTE
7	LINDSAY CHARETTE & MICHAEL DEYOUNG
8	IGOR VARGA & SHIRLEY COUCH
9	KEVIN & PENNY VELDHIJS
10	JODY A. & MELISSA D. FLEMING
11	NISTOR & LIVIA SASCA
12	RICHARD H. & PATRICIA J. PRIEUR
13	DAVID W. & TERESE A. PITT
14	ROBERT J. & IRENE A. MCFARLANE
15	KENNETH & MARIE ALLEN
16	JOHN F. & JANINE N. WILLETT
17	JEROME & VICTORIA PARDO
18	PAULA C. CHARLEBOIS
19	ANTONIO & THERESA PIETRANGELO
20	MAREK & MARIOLA PIOTROWSKI
21	IZIDOR & MITZI FUJS
22	ALLEN C. & LORI A. STEWART
23	ALLAN J. & ALLAN C. & LORI STEWART
24	JASON J. & MICHELLE T. BULLARD
25	CHERYL L. MAJOR & LINDA A. BONDY
26	THOMAS J. & KAREN RENAUD
27	NELSON F. DROUILLARD
28	YOLLANDE MCINTYRE
29	ADAM J. & CANDACE R. HAMMOND
30	GILBERT H. BEAULIEU
31	DANIEL J. & MARGARET J. LEITHEAD
32	WANDA J. GAGNON & ROBERT H. DISHMAN
33	STEPHEN P. SKOV
34	HYDRO ONE NETWORKS INC.
35	KENNETH H. HOLDEN
36	BRIAN J. & CHRISTINE G. BEATON

DUFOR DRAIN PROPERTY INFORMATION	
PARCEL	OWNER
37	GREGORY G. GIRARD
38	KYLE P. KRIZAN
39	GRANT E. CHITTIM & ANDREA ELAINE
40	DANTE & MARISA DELRIZZO
41	ENRICO J. & KRISTA M. TRUANT
42	JEFFREY TALES & JAMI L. REAUME
43	JOSEPH MICELI
44	JUSTIN M. KILMOWICS & EMILY M. HILLMAN
45	JOHN T. & SANDRA M. AMATO
46	HENRY & DEBORAH A. SCHWAGER
47	MARTIN E. A. & COLLEEN B. NELSON
48	MARY ANN E. PAPIA ARCE
49	JESSE & KELLY BONE
50	TRAVIS W. R. & TINA B. MIDDLETON
51	ROGER H. & SHEILA A. BAILLARGEON
52	SARAH CHERIAN
53	SCOTT R. WARNOCK & PIERETTE A. WRAY
54	DEREK R. & JENNIFER M. AIKEN
55	DAVID CVETANOVSKI
56	COMMUNITY LIVING ESSEX COUNTY
57	BEVERLY A. SANTIN & NELSON J. ROCHELEAU
58	BARBARA BELLEMORE & BETTY JANE BELLEAU
59	VISCOUNT MOBILE HOMES LTD.
60	JAMES P. & MICHELLE C. POBEREZNY
61	KEVIN V. MURPHY & LINDA A. BAILEY
62	MADDALENA & ERIC SIMONE
63	MARY J. ARTS
64	CHRISTOPHER & ELAINE MANNINA
65	STS GEORGE & SHARBEL HOLDINGS LTD
66	MGV DEVELOPMENTS (MCGREGOR) INC.
67	MGV DEVELOPMENTS (MCGREGOR) INC.
68	ESSEX REGION CONSERVATION FOUNDATION
69	PAUL H. OUELLETTE
70	1473511 ONTARIO LIMITED
71	ESSEX REGION CONSERVATION FOUNDATION
72	MGV DEVELOPMENTS (MCGREGOR) INC.
73	MGV DEVELOPMENTS (MCGREGOR) INC.



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

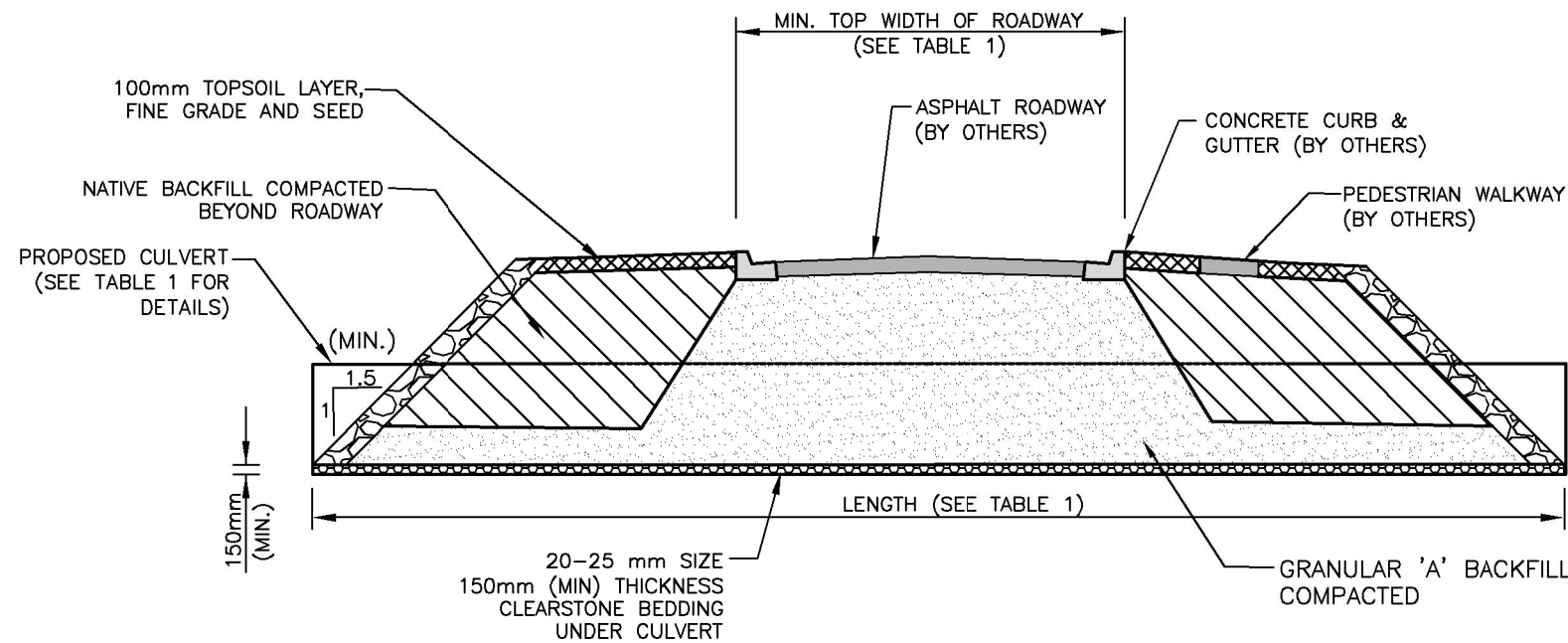
No.	ISSUE	DATE	BY
2	FINAL REPORT SUBMISSION	15 JUN 22	TRO
1	CLIENT REVIEW	14 JUN 22	TRO

DESIGN	REVIEWED BY
TRO	JJT
DRAWN	CHECKED BY
MA	MDH
DATE	
June 15, 2022	
SCALE	
AS SHOWN	

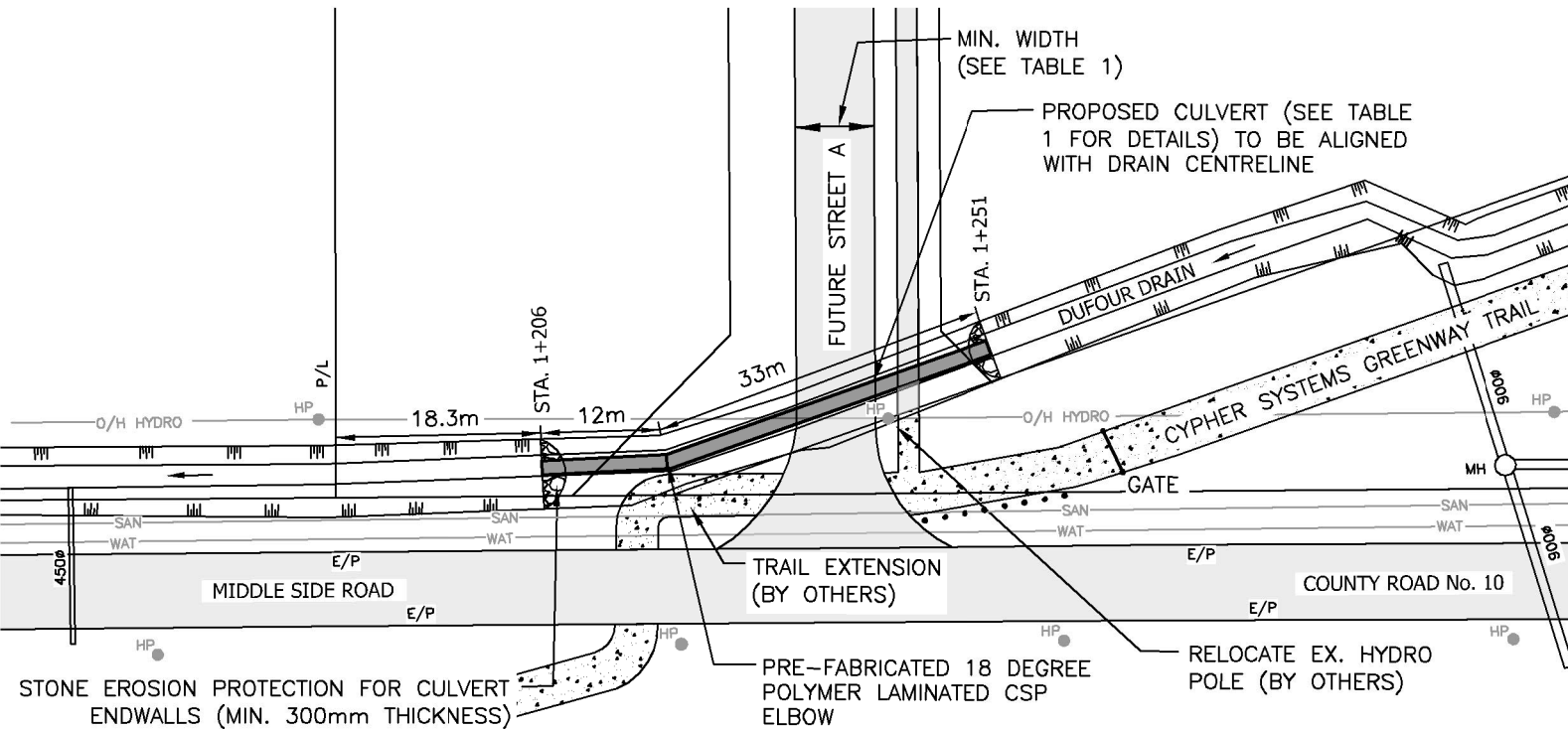
PROJECT NO.	21-2982
DRAWING SCALES BASED ON A 11" X 17" SHEET	

Drainage Report for NEW ACCESS BRIDGE OVER THE DUFOR DRAIN FOR MGV DEVELOPMENT (MCGREGOR) INC. Town of Amherstburg
SHEET TITLE PROPERTY INFORMATION
PAGE NO. 2 of 3

Jun 15, 2022 3:01pm C:\pwworking\directory\projects\2021\330em\dms78012\212982-03-DRN-CON-UPDATED REPORT-LAND OWNERS.dwg



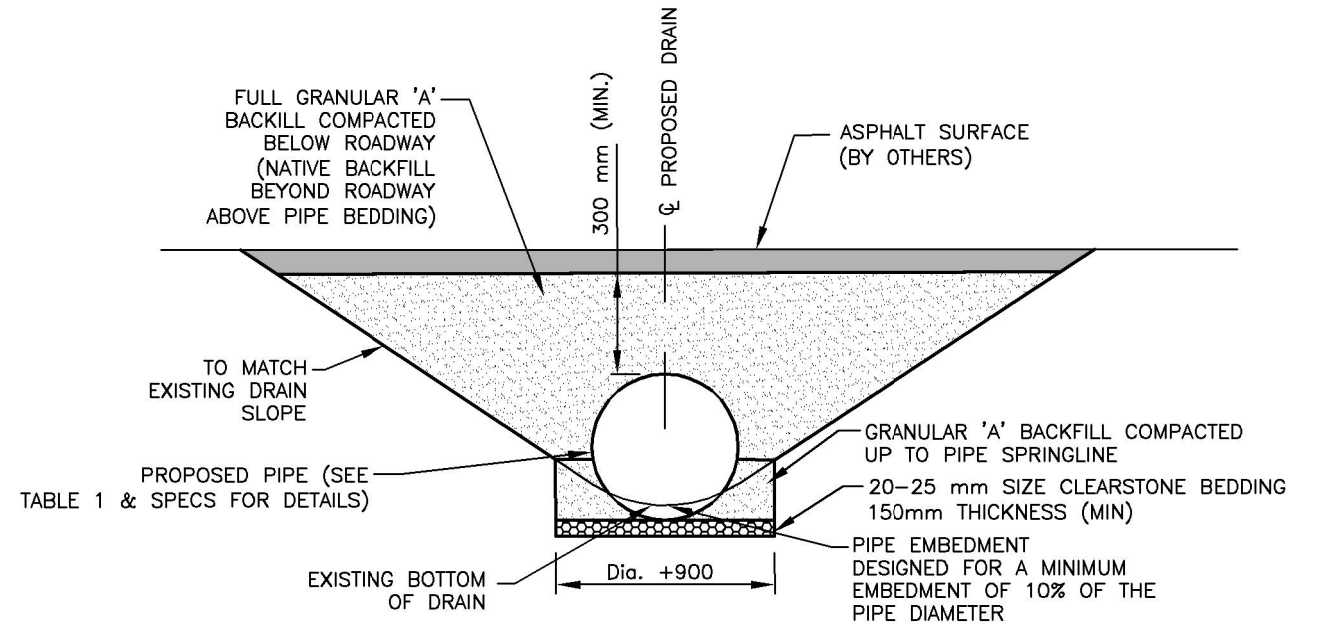
LONGITUDINAL SECTION
N.T.S.



BRIDGE PLAN
N.T.S.

TABLE 1 – ACCESS BRIDGE DESIGN INFORMATION	
DESCRIPTION	BRIDGE No. 6
BRIDGE LOCATION (STA.) \bar{C}	1+228
PIPE INVERT ELEV. U/S SIDE (m)	181.70
PIPE INVERT ELEV. D/S SIDE (m)	181.65
TOP OF ROADWAY SURFACE ELEV. (m)	183.74
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	181.82
ROADWAY WIDTH OF STREET A (m) (BACK OF CURB)	9.0
MIN. CULVERT GRADE (%)	0.10
PIPE SIZE (mm)	1400
CULVERT TYPE	C.S.P
CULVERT MATERIAL	POLY LAM.
CULVERT LENGTH (m)	45.0
CULVERT THICKNESS (mm)	2.8
CULVERT CORRUGATIONS (mm)	125X25
CULVERT END WALL TYPE	SLOPING

NOTE: CONTRACTOR IS RESPONSIBLE TO ARRANGE UTILITY LOCATES PRIOR TO CONSTRUCTION



CROSS SECTION
N.T.S.



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
Do not scale dimensions from drawing.
Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	ISSUE	DATE	BY
2	FINAL REPORT SUBMISSION	15 JUN 22	TRO
1	CLIENT REVIEW	14 JUN 22	TRO

DESIGN	TRO	REVIEWED BY	JJT
DRAWN	MA	CHECKED BY	MDH
DATE	June 15, 2022		
SCALE	AS SHOWN		

PROJECT NO.	21-2982
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'

Drainage Report for
NEW ACCESS BRIDGE OVER THE DUFOR DRAIN FOR
MGV DEVELOPMENT (McGREGOR) INC.
Town of Amherstburg

SHEET TITLE
BRIDGE No.6 DETAILS

PAGE NO.
3 of 3

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2022 – 076

By-law to provide for a New Access Bridge over the Dufour Drain for MGV Development (McGregor) Inc. & New Maintenance Schedule of Assessment (Dufour Drain and Branch A) based on the Drainage Report by Dillon Consulting Ltd.

WHEREAS a request for improvement of the Dufour Drain 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 Dufour Drain under section 78 of the Drainage Act;

WHEREAS Council of the Corporation of the Town of Amherstburg has authorized Tim Oliver, P. Eng., to prepare a report and said engineer's report dated June 15, 2022, can be referenced as Schedule A, as attached hereto;

WHEREAS \$87,600.00 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 July 5, 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 \$87,600.00 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 11th day of July, 2022.

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY

Read a third time and finally passed this ___ day of _____, 2022.

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY

UNFINISHED BUSINESS LIST

Council Question #	Agenda Item	Assigned To	Description	Meeting Type	Meeting Date	Comments
CQ 20-003	Kingsbridge Subdivision Parkland Conveyance	Heidi Baillargeon, Rita Chappell	<p style="text-align: center;">Resolution # 20200127-033 McArthur/Simone - amended motion</p> <p style="text-align: center;">That:</p> <p>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.</p>	Regular Council Meeting	1/27/2020	With Administration.
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, 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.

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 20-006	Water Bill Fee - Dennis Richardson	Tiffany Hong	Resolution # 20200713-194 Prue/Renaud That Administration BE DIRECTED to bring back a report with respect to the feasibility of the following: Employee discretion when adding the administrative fee to past due water bills consideration of a 14 day grace period.	Regular Council Meeting	7/13/2020	Report coming to Council in Q2 2022.
CQ 20-009	NEW BUSINESS	Valerie Critchley, Bill Tetler	Resolution #20200914-292 Courtney/Prue That Administration BE DIRECTED to bring back a report regarding regulating Air BnB's.	Regular Council Meeting	9/14/2020	Administration will bring back a report with options.
CQ 20-011	NEW BUSINESS	Melissa Osborne	Resolution # 20200928-309 Prue/Simone 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.	Regular Council Meeting	9/28/2020	Administration is investigating the feasibility of a public art dedication fund.
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 21-003	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

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 21-011	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 Progress
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 Progress
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 Progress
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	Administration is investigating the feasibility of bringing initiative to Amherstburg

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 22-05	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	In Progress
CQ 22-09	2022 Proclamation - Year of the Garden	Annette Zahaluk, Heidi Baillargeon	Moved By Councillor Renaud Seconded By Councillor McArthur That 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; 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, Administration BE DIRECTED to look into award signs for those property owners who partake in the 'Year of the Garden' celebration.	Regular Council Meeting	3/14/2022	Completed. A Plaque at the Signature Garden Bed in the Navy Yard with a sign explaining the Proclamation
CQ 22-10	Fort Erie Resolution re. Climate Change Action Plan	Antonietta Giofu	Resolution # 20220411-13 Prue/Courtney 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.	Regular Council Meeting	4/11/2022	Administration is investigating the feasibility of bringing initiative to Amherstburg

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 22-12	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>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	Will be brought forward with the Year End August 4th
CQ 22-14	Proactive Committee Oversight	Valerie Critchley, Kevin Fox	<p style="text-align: center;">Resolution # 20210222-053 Prue/Simone</p> <p>The report regarding Proactive Committee Oversight BE RECEIVED; and, Administration BE DIRECTED to prepare a report regarding the establishment of a striking committee prior to the end of the current term of Council so that it can be considered at the first meeting of the new term of Council.</p>	Regular Council Meeting	2/22/2022	In Progress
CQ 22-15	Request for Approval of Public Art in Downtown Amherstburg - Richard Peddie and Jennifer Matotek	Heidi Baillargeon, Viktorya Paller	<p style="text-align: center;">Resolution # 20220509-02 Prue/McArthur</p> <p>That the delegation BE RECEIVED; and That Administration BE DIRECTED to work with AWE in order to finalize the locations for the art installations and to have the project installed as soon as possible.</p>	Regular Council Meeting	5/9/2022	The cement posts have been casted July 5, 2022 and the installation of the art pieces is scheduled to occur before mid July

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 22-16	Request for Noise Exemption for Open Air and Future Parade Route - Laurie Cavanaugh, Royal Canadian Le	Bill Tetler, Viktorya Paller	<p>Resolution # 20220613-05 Prue/Courtney That</p> <p>The delegation BE RECEIVED; An exemption BE GRANTED, until October 2, 2022, from Noise By-law # 2001-43, table 3-1(2) with respect to the operation of any electronic device or group of connected electronic devices incorporating one or more loudspeaker to allow for music on Fridays from 1500 hours until 2100 hours, on Saturdays from 1800 hours until 2200 hours, and on Sundays from 1400 hours until 1800 hours at the Royal Canadian Legion Branch # 157; Fees associated with the noise exemption policy BE WAIVED until October 2, 2022 for the Legion; Administration BE DIRECTED to work with the Legion on approvals for the Legion Parade in future years; and, Administration BE DIRECTED to consult with the Legion on incorporating the Open Air Pipe Band and the Legion Honour Guard.</p>	Regular Council Meeting	6/13/2022	Completed. Parade will not interfere the Open Air/Amherstburg Uncommon Programming
CQ 22-17	Request for Public Boat Ramp at Ranta Park - Rodney Ferris, AMA Sportsmens' Association	Heidi Baillargeon, Viktorya Paller	<p>Resolution # 20220613-06 McArthur/Courtney That</p> <p>The delegation BE RECEIVED; and, Administration BE DIRECTED to plan for a boat ramp and water access at Ranta Memorial Park inclusive of considerations for Provincial and Federal funding opportunities.</p>	Regular Council Meeting	6/13/2022	In Progress

Blue Shaded Items are completed and will be removed next meeting.

Green Shaded Items are actioned to come before council shortly.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2022 – 030

By-law to provide for the 2nd Concession Road Drain South (Open Portion North of Lowes Sideroad) Repair and Improvement based on the Drainage Report by Rood Engineering Inc.

WHEREAS a request for improvement of the 2nd Concession Road Drain South 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 2nd Concession Road Drain South (Open Portion North of Lowes Sideroad) Repair and Improvement under section 78 of the Drainage Act;

WHEREAS Council of the Corporation of the Town of Amherstburg has authorized Gerard Rood, P. Eng., to prepare a report and said engineer's report dated February 2, 2022, can be referenced as Schedule A, as attached hereto;

WHEREAS \$1,889,600.00 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 March 22, 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 \$1,889,600.00 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 11th day of April, 2022.



~~MAYOR - ALDO DICARLO~~
~~DERIVATIVE OF MELOCHE~~


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

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

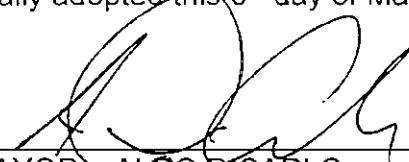
Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) and shall bear interest at a rate not higher than 1% more than the municipal lending rates as posted by The Town of Amherstburg's Bank's Prime Lending Rate on the date of sale of such debenture(s).

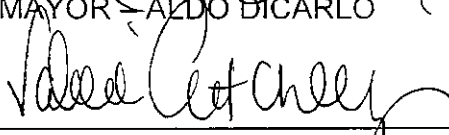
(1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this by-law.

(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

CORPORATION OF THE TOWN OF AMHERSTBURG BY-LAW 2022-077

By-Law to amend By-Law 2016-007 (Being a By-law to prohibit, regulate and inspect the discharge of sewage into the municipal sewage system in the Town of Amherstburg)

WHEREAS Section 129 of the Municipal Act, 2001, as amended, provides that the councils of local municipalities may pass by-laws for regulating or prohibiting with respect to noise;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS;

1. That the definition of "Enforcement Officer" include;

"Municipal Law Enforcement Officer, By-Law Enforcement Officer, Police Officer or other law enforcement officer as appointed by Council"
2. That a definition of "Backflow" include;

"is the undesired reversal of water flow against the normal direction"
3. That a definition of "Backflow Prevention Device" include;

"is a mechanical device that prevents backflow and is sometimes called a backflow preventer"
4. That a definition of "Chief Building Official" include;

"means the Chief Building Official as appointed under By-law by the Town"
5. That a definition of "Cross connection" include;

"is a connection between the municipal water system and any source of contamination"
6. That section 2.3 of By-law 2016-07 is hereby deleted and the following is substituted for it;

"The Director of Engineering and Public Works, his or her designates and all Enforcement Officers appointed by the Town are authorized to enforce this by-law"
7. That section 10.1 of By-law 2016-07 is hereby deleted and the following is substituted for it;

"This By-law shall be administered and enforced by the Director of Engineering and Public Works and his/her designates"
8. That section 3.6 be added to By-law 2016-07;

"No person shall leave an uncapped backflow preventer unless it is under test as authorized by the Chief Building Official"

1. That all other provisions of By-Law 2016-007 remain in full force and effect.

Read a first, second and third time and finally passed this 11th day of July, 2022

MAYOR ALDO DICARLO

CLERK, VALERIE CRITCHLEY

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2022-079

**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 July 11th, 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 11th day of July, 2022.

MAYOR – Aldo DiCarlo

ACTING CLERK – Tammy Fowkes