



# TOWN OF AMHERSTBURG DRAINAGE BOARD MINUTES

Thursday, April 4, 2024  
6:00 P.M.  
Council Chambers, 271 Sandwich St South

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## **PRESENT**

Allan Major  
Murray Sellars  
Brian Renaud  
Brad Laramie  
Sam Paglia, Drainage Superintendent/Engineering  
Coordinator  
Nicole Humber, Recording Secretary  
Karly Kennedy, Policy and Committee Coordinator

## **ABSENT**

Anthony Campigotto

### **1. CALL TO ORDER**

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

### **2. ROLL CALL**

### **3. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**

Board Member Brian Renaud advised he will have to excuse himself from participating in item 6.1 as he owns property on the Deslippe Drain.

#### **4. LAND ACKNOWLEDGEMENT**

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

#### **5. MINUTES OF PREVIOUS MEETING**

Brian Renaud moved, Murray Sellars seconded;

**THAT:**

**The minutes of the previous meeting BE ADOPTED:**

- 1. Drainage Board Meeting Minutes – March 5, 2024.**

**Motion Carried**

#### **6. CONSIDERATION OF REVISED FINAL DRAINAGE REPORT**

##### **6.1 Replacement of Access Culverts over the Deslippe Drain**

Marvel Hormiz, P.Eng of R.C. Spencer Associates addressed the Board and advised that he was in attendance on behalf of Shane Lafontaine, P.Eng who was unable to attend due to an emergency. Mr. Hormiz explained the reason behind the revised drainage report was due to information received at the Meeting to Consider on March 5, 2024 from one of the landowners in attendance. Mr. Hormiz stated that the revisions were made to the engineer's report, and the revised report was completed on March 7, 2024. Mr. Hormiz indicated that Parcel 38 had 2.45 hectares added to the watershed, and parcel 32 which was originally in the report, and assessed a portion of cost for downstream culverts, in fact drains to the Amlin Drain which was confirmed by a tiling map produced by the landowner Mr. Wismer. As a result, there are changes to the assessment to the properties upstream of culverts two and three which has increased the assessments approximately 6%, and the assessments on the properties downstream have been reduced as a result of the path of their stormwater. Mr. Hormiz stated that the revised parcel still has a portion of

outlet costs that would be assessed to culvert #1 as the water from the Amlin Drain enters the Deslippe Drain at Alma.

The Chair asked if anyone in the gallery would like to speak.

The Board heard from:

- Josh Mailloux – 5025 Concession 5 N

Mr. Mailloux indicated that he was away during the first meeting to consider and was unable to attend, however, his parcel (23) shows in the engineer's report as being fully assessed into the Deslippe Drain. Mr. Mailloux explained that when the property was purchased in 2016 it was re-tiled, and as a result there are 15 acres that now drain into a different direction. Mr. Mailloux noted he had a tile map with him for the engineer to review. As a matter to not increase the cost of this project, Mr. Mailloux stated that he was okay with leaving the assessment as is for this report, understanding that there is another report for the Deslippe Drain is already underway, and that the engineer on that report could make the watershed changes.

Mr. Horwiz explained that the watershed in the current report was based on historical drainage reports, and those show as parcel 23 fully draining into the Deslippe Drain.

Mr. Paglia noted that if there are changes to watershed boundaries on the current engineer's report in front of the Board, the report should go back to the engineer to be corrected, however since Mr. Mailloux is okay with parcel 23 being fully assessed into the Deslippe Drain for this particular report on the bridge replacements, and the fact that another drainage report has been recently started on the Deslippe Drain and council has appointed that engineer to examine the entire drain, the watershed boundary can be adjusted in the next report as there are no adverse effects to other landowners as a result of Mr. Mailloux electing to pay for what otherwise would be their increased assessment. Mr. Paglia advised that typically, when a field is tiled and watershed boundaries change; Section 65 of the Drainage Act needs to be followed as no landowner can subsequently connect or disconnect from any Municipal Drain without approval of Council. When the land is tiled and watershed boundaries changed, it is the responsibility of that landowner to obtain permission and update the drain by-laws accordingly. Mr. Paglia stated that this report can remain as is as per Mr. Mailloux's wishes, and the Deslippe Drain watershed boundary and assessments can be updated with the new appointed engineer. In relation to the subsequent connection to the Long Marsh Drain caused by

the re-tiling of the lands, a note can be made that the next time a drainage report is completed on the Long Marsh Drain, adjustments to Mr. Mailloux's property can be incorporated.

Vice-Chair Allan Major asked Mr. Paglia to clarify that Mr. Mailloux is accepting the costs as is in the current engineer's report.

Mr. Paglia stated that Mr. Mailloux accepts his lands as is shown in the current drainage report in front of the Board.

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

There were none.

Murray Sellars moved, Brad Laramie seconded;

**THAT:**

- 1. The revised engineer's report, prepared by RC Spencer Associates Inc. dated March 7, 2024 for the Replacement of Access Culverts over the Deslippe Drain BE RECEIVED;**
- 2. The revised engineer's report for the Replacement of Access Culverts over the Deslippe Drain BE CONSIDERED;**
- 3. The PROVISIONAL ADOPTION of By-law 2024-020 which appends the revised engineer's report for the Replacement of Access Culverts over the Deslippe Drain BE BROUGHT to the next Regular Council meeting for Council's consideration; and,**
- 4. Administration BE DIRECTED to proceed with the scheduling of the Public Meeting of the Court of Revision for the Replacement of Access Culverts over the Deslippe Drain.**

**Motion Carried**

## **NEW BUSINESS**

### **7.1 Concession 3 North Drain – Engineering Appointment**

Mr. Paglia explained that the Town received a request from a landowner to enclose the drain in front of his property. Mr. Paglia noted that typically the costs would be 100% to the owner of that property, however in this particular case the Town did receive a request for improvement from a second landowner

requesting a culvert extension, therefore a drainage report was triggered to deal with both requests.

Board Member Brian Renaud asked who would incur the costs of these improvements.

Mr. Paglia stated that this is a communal project and the engineering would be split with all other landowners on the watershed, however the engineering and culvert extensions for the requested lawn enclosure would likely be assessed 100% to the requesting landowner.

Murray Sellars moved, Brad Laramie seconded;

**THAT:**

- 1. The report from the Drainage Superintendent and Engineering Coordinator dated March 18, 2024 regarding the Concession 3 North Drain – Engineering Appointment BE RECEIVED;**
- 2. The Drainage Board recommend that Council ACCEPT the request from the landowner(s) for improvements to the Concession 3 North Drain drainage system as per Section 78 of the Drainage Act; and,**
- 3. The Drainage Board recommend that the appointment of Gerard Rood, P. Eng., of Rood Engineering Inc., to examination and report on the repair and improvement to the Concession 3 North Drain drainage system BE APPROVED by Council.**

**Motion Carried**

## 7.2 Concession 4 Drain – Engineering Appointment

Murray Sellars moved, Brian Renaud seconded;

**THAT:**

1. The report from the Drainage Superintendent and Engineering Coordinator dated March 22, 2024 regarding the Concession 4 Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from the landowner(s) for improvements to the Concession 4 Drain drainage system as per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend the appointment of Josh Warner, P.Eng., of R. Dobbin Engineering Inc., to examination and report on the repair and improvement to the Concession 4 Drain drainage system **BE APPROVED** by Council.

**Motion Carried**

### 7.3 Various Drainage Apportionments

Brian Renaud moved, Murray Sellars seconded;

**THAT:**

1. **The report from the Drainage Superintendent and Engineering Coordinator dated March 11, 2024, regarding Various Drainage Apportionments BE RECEIVED;**
2. **The drainage apportionments BE APPROVED as listed:**
  - **Consent B/31/23 - Drainage Apportionments for the Wood Drain – N/S County Rd. 20**
  - **Consent B/19/22 – Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) – 4405 Concession 4 S.**
  - **Consent B/15/22 – Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) – 6773 County Rd. 50.**
  - **Consent B/16/22 – Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) – 6773 County Rd. 50**
  - **Consent B/20/22 – Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) – 4415 Concession 4 S.**
  - **Consent B/01/24 – Drainage Apportionments for the 9th Concession Road Drain, Beetham Drain, Long Marsh Drain – Malden Con 9 Lot 100**
  - **Consent B/10/23 – Drainage Apportionments for the Ouellette Drain East, Long Marsh Drain – 909 Concession 2 North**
  - **Consent B/21/23 – Drainage Apportionments for Bondy Bastien Drain – 2005 Front Rd. N**
  - **Consent B/04/23 – Drainage Apportionment for Long Marsh Drain – 6037 Concession 6 N**

**Motion Carried**

## 8. Authorizing By-laws

### 8.1 Authorizing By-law- Chappus Drain

Board Member Brian Renaud inquired if the Chappus Drain for the Town of Lasalle that Vice-Chair Allan Major attended meetings for.

Vice-Chair Allan Major confirmed this in fact was the drain he attended the meetings in the Town of Lasalle for.

Brian Renaud moved, Murray Sellars seconded;

#### **THAT:**

1. **The report from the Drainage Superintendent and Engineering Coordinator dated March 11, 2024 regarding Authorizing By-Law for the Chappus Drain BE RECEIVED;**
2. **The drainage report dated April 13, 2023 by Gerard Rood, P.Eng., of Rood Engineering Inc. BE RECEIVED;**
3. **That LaSalle Council's decision to proceed with the drainage works under LaSalle By-Law No. 8823 BE RECEIVED;**
4. **That By-Law No 2024-025 BE READ 3 TIMES to become the Authorizing By-Law for the cost recovery of future repair and maintenance of the Chappus Drain for lands within the limits of the Town of Amherstburg.**

**Motion Carried**

## 8.2 Authorizing By-law - West Townline Drain

Murray Sellars moved, Brian Renaud seconded;

**THAT:**

1. **The report from the Drainage Superintendent and Engineering Coordinator dated March 18, 2024 regarding Authorizing By-Law for the West Townline Drain BE RECEIVED;**
2. **The drainage report dated October 19, 2016 by Gerard Rood, P.Eng., of Rood Engineering Inc. BE RECEIVED;**
3. **That Essex Council's decision to proceed with the drainage works under Essex By-Law No. 1837 BE RECEIVED;**
4. **That By-Law No 2024-027 BE READ 3 TIMES to become the Authorizing By-Law for the cost recovery of future repair and maintenance of the West Townline Drain for lands within the limits of the Town of Amherstburg.**

**Motion Carried**

## 9. NEXT MEETING DATE

April 30, 2024 at 6:00 p.m.

## 10. ADJOURNMENT

Murray Sellars moved, Brian Renaud seconded;

**THAT:**

**The Board rise and adjourn at 6:25 p.m.**

**Motion Carried**

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Chair – Anthony Campigotto

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Staff Liaison – Sam Paglia

DRAFT

Information will be gathered in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). All comments and communications received will become part of the public record unless you expressly request the Town to remove it. If you want to learn more about why and how the Town collects your information, write to the Town Clerk's Office, 271 Sandwich Street South, Amherstburg, ON N9V 3R2 or call 519-736-0012.

**MUNICIPAL DRAINAGE REPORT**

**REPLACEMENT OF ACCESS CULVERTS  
OVER THE DESLIPPE DRAIN**

**TOWN OF AMHERSTBURG**

**TOWN FILE NO. E09-2021-019**



**RC SPENCER ASSOCIATES INC.**  
Consulting Engineers

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

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

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

File No. 21-1182

7 March 2024

7 March 2024

Drainage Board  
Corporation of the Town of Amherstburg  
271 Sandwich St. S  
Amherstburg, Ontario N9V 2A5

Re: Replacement of Access Culverts over the Deslippe Drain  
In the Town of Amherstburg  
Project No. 21-1182

Board Members/Council:

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## **1.0 AUTHORIZATION**

In accordance with your instructions under Section 78 of the Drainage Act, we have prepared the following report that provides for the replacement of existing access culverts. We have also provided designs, specifications and assessment provisions for the culverts. Accordingly, the firm of RC Spencer Associates Inc. has performed all the necessary surveys, investigations, etc., and we report thereon as follows.

## **2.0 DRAINAGE HISTORY**

The Deslippe Drain is an existing open municipal drain. A review of the records indicates that the last major work of repair and improvement of the Deslippe Drain was carried out under a report prepared by N. J. Peralta dated 4 February 1983. Under that report, the entire length of the open drain was repaired and improved by means of deepening and widening. The report also recommended the replacement of several access culverts within the Deslippe Drain.

## **3.0 SITE MEETING**

After reviewing the drainage information and the previous Engineer's reports on the drain, an on-site meeting was held on 3 November 2021 with the landowners in the watershed to discuss the culvert replacement needed for Parcel No. 7.

A second on-site meeting was held on 12 April 2022 to discuss the need for a culvert replacement serving Parcel No. 15 as well as the need for a culvert replacement serving Parcel No. 16. A summary of both on-site meeting discussions is included in "Appendix C".

## **4.0 INSPECTION AND SURVEY**

Our survey and examination of the access culverts in need of replacement was carried out. The survey comprised the recording of topographic data and examining the channel upstream and downstream of the access culverts.

## **5.0 WATERSHED DESCRIPTION**

The watershed of the Deslippe Drain is irregular in shape and has a drainage area of approximately 191.0 Ha (472 Ac) upstream of Culvert No. 1. A number of municipal drains and private tributary drains, both tile and open, convey surface and subsurface flows to the Deslippe Drain.

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

Perth – 18%  
Burford Loam – Shallow Phase – 15%  
Brookston Clay Loam – 40%  
Brookston Clay – 27%

Overall, the soils within the Deslippe Drain watershed are categorised as Hydrologic Soil Group (HSG) 'D'. This category of soils is classified to have very slow infiltration rates when thoroughly wetted. This means that in a heavy rainfall event, the majority of storm water is conveyed as overland flow. The topography of the drainage area is generally flat, with the bottom gradient of the drain ranging between 0.09% to 0.11%. The lands in the drainage area are comprised largely of agricultural properties with several residential properties.

## **6.0 EXISTING CONDITIONS**

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

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

### **Culvert No. 1 (Parcel No. 7):**

Culvert No. 1 consists of a 5.0 m length of an open bottom cast-in-place concrete slab on steel girder culvert with a span of 5.2 m and a height of 1.8 m. The survey and examination revealed that this culvert was in extremely deficient structural condition. The culvert had deteriorated beyond repair and warranted immediate replacement to current design standards. Through an application under Section 124 of the Drainage Act, the Minister of Agriculture, Food and Rural Affairs provided emergency authorization for the replacement of this culvert.

### **Culvert No. 2 (Parcel No. 15):**

Culvert No. 2 consists of an 8.2 m length (6.0m driveway width) of a 1200mm diameter Corrugated Steel Pipe (CSP). The survey and examination revealed that this culvert is in deficient structural condition. The pipe has deteriorated beyond repair and warrants replacement to current design standards. The culvert provides sufficient hydraulic capacity and the invert elevations conform to the design gradeline of the open drain.

### **Culvert No. 3 (Parcel No. 16):**

Culvert No. 3 consists of an 8.8 m length (6.0m driveway width) of a 1200mm diameter Corrugated Steel Pipe (CSP). The survey and examination revealed that this culvert is in deficient structural condition. The pipe has deteriorated beyond repair and warrants replacement to current design standards. The culvert provides sufficient hydraulic capacity and the invert elevations conform to the design gradeline of the open drain.

## **7.0 LANDOWNER REQUEST**

The owner of Parcel No. 7 submitted a Section 78 request for the repair and improvement of the access crossing that provides access to their property. The on-site inspection and survey confirmed that the culvert has deteriorated beyond repair and required emergency replacement. An on-site meeting was held with the owner to discuss the sizing and replacement of the culvert. The culvert has been designated as Culvert No. 1.

The owner of Parcel No. 15 submitted a Section 78 request for the repair and improvement of the access crossing that provides access to their property. The on-site inspection and survey confirmed that the culvert has deteriorated beyond repair. The sizing and length of the culvert replacement were discussed with the owner. The culvert has been designated as Culvert No. 2.

The owner of Parcel No. 16 submitted a Section 78 request for the repair and improvement of the access crossing that provides access to their property. The on-site inspection and survey confirmed that the culvert has deteriorated beyond repair. The sizing and length of the culvert replacement were discussed with the owner. The culvert has been designated as Culvert No. 3.

## **8.0 RECOMMENDATIONS**

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

- a) That proper sediment control measures be implemented during construction.
- b) The provision of a schedule of assessment for the work recommended under this report on the Deslippe Drain. We recommend that these works be done and the related costs be assessed under the provisions of the Drainage Act.
- c) We have completed a detailed hydrological analysis of the watershed and examination of three access culverts. Our findings and the works recommended are as follows:

### **Culvert No. 1 (Parcel No. 7)**

We recommend that the 5.0 m length of open bottom cast-in-place concrete slab on steel girder culvert with a span of 5.2 m and a height of 1.8 m providing access to Parcel No. 7 be replaced immediately under emergency repair. We recommend that the replacement structure, sized to a 10-year flow rate, consist of a 14.0m length (6.0m driveway width) of 1600mm diameter Corrugated Steel Pipe (CSP) with a 125x25mm corrugation profile and 2.8mm wall thickness, installed at 10% embedment with sloping rip-rap end treatment. This emergency replacement was completed in January 2022 under authorization of the Minister of Agriculture, Food and Rural Affairs.

### **Culvert No. 2 (Parcel No. 15)**

We recommend that the 8.2m length of 1200mm Corrugated Steel Pipe (CSP) providing access to Parcel No. 15 be replaced immediately. We recommend that the replacement structure, sized to a 10-year flow rate, consist of a 15.0m length (8.0m driveway width) of 1200mm diameter Corrugated Steel Pipe (CSP) with a 125x25mm corrugation profile and 2.8mm wall thickness, installed at 10% embedment with sloping rip-rap end treatment.

### **Culvert No. 3 (Parcel No. 16)**

We recommend that the 8.8m length of 1200mm Corrugated Steel Pipe (CSP) providing access to Parcel No. 16 be replaced immediately. We recommend that the replacement structure, sized to a 10-year flow rate, consist of a 13.0m length (6.0m driveway width) of 1200mm diameter Corrugated Steel Pipe (CSP) with a 125x25mm corrugation profile and 2.8mm wall thickness, installed at 10% embedment with sloping rip-rap end treatment.

## **9.0 DRAWINGS AND SPECIFICATIONS**

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

- a) A watershed plan indicating the drainage area boundary for the Deslippe Drain;
- b) Parcel No. 7 (Culvert No. 1) Replacement Details;
- c) Parcel No. 15 (Culvert No. 2) Replacement Details;
- d) Parcel No. 16 (Culvert No. 3) Replacement Details.

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

- a) **'Special Provisions'** for the construction which set out specifications and construction details for the various aspects of the required works to be conducted under this report;
- b) **'General Specifications for Open Drains'**;
- c) **'Environmental Protection Special Provisions'**.

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

## **10.0 DESCRIPTION OF PROPOSED WORK**

The proposed work on the Deslippe Drain consists of the following:

- 1) The removal and replacement of an existing culvert (Culvert No. 1) with sloping rip-rap end treatment at Parcel No. 7. This emergency replacement was completed in January 2022 under authorization of the Minister of Agriculture, Food and Rural Affairs.
- 2) The removal and replacement of an existing culvert (Culvert No. 2) with sloping rip-rap end treatment at Parcel No. 15.
- 3) The removal and replacement of an existing culvert (Culvert No. 3) with sloping rip-rap end treatment at Parcel No. 16.

## **11.0 ALLOWANCES**

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

## 12.0 ESTIMATE OF COSTS

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

### 1. Culvert No. 1 – Parcel No. 7

a) Supply and install 15.0 m of 1600 mm diameter Aluminized (Type II) Corrugated Steel Pipe (CSP) with a 2.8 mm wall thickness and a 125 x 25 mm corrugation profile. Price includes labour and materials of all removals, excavation, backfilling and restoration.	\$ 29,090.00
<b>SUB TOTAL FOR CULVERT NO. 1</b>	<b>\$ 29,090.00</b>
H.S.T. ON CONSTRUCTION (1.76% NET)	\$ 512.00
<b>TOTAL FOR CULVERT NO. 1 CONSTRUCTION – (including net H.S.T.)</b>	<b>\$ 29,602.00</b>

### INCIDENTALS

Survey, report, estimate, specifications and drawings	\$ 13,000.00
Contract administration and inspection	\$ 2,000.00
Cost portion of ERCA Permit fee	\$ 267.00
<b>SUBTOTAL FOR INCIDENTALS</b>	<b>\$ 15,267.00</b>
H.S.T. ON INCIDENTALS (1.76% NET)	\$ 269.00
<b>TOTAL FOR INCIDENTALS (including net H.S.T.)</b>	<b>\$ 15,536.00</b>
<b>TOTAL ESTIMATED COST FOR CULVERT NO. 1</b>	<b>\$ 45,138.00</b>

### 2. Culvert No. 2 – Parcel No. 15

a) Remove and dispose of existing access culvert and end wall materials including their disposal off-site.	\$ 3,000.00
b) Earth excavation and grading.	\$ 1,500.00
c) Supply and install 15.0 m of 1200 mm diameter Aluminized (Type II) Corrugated Steel Pipe (CSP) with a 2.8 mm wall thickness and a 125 x 25 mm corrugation profile.	\$ 13,500.00
d) Supply, place and compact all 20-25 mm clear stone material for pipe bedding, being approximately 12 tonnes.	\$ 420.00
e) Supply, place and compact all granular 'B' (Type II) backfill material, being approximately 135 tonnes.	\$ 4,050.00

f) Supply, place and compact all granular 'A' material for road base, being approximately 32 tonnes.	\$ 960.00
g) Restore road, driveway and grassed areas to pre-existing conditions. Disturbed drain banks to be restored with seeding and mulching.	\$ 1,500.00
h) Supply and install a total of approximately 30 square metres of quarried rock erosion protection (150 mm – 300 mm) on the drain banks at both ends of culvert pipe, approximately 300 mm in depth including all required excavation, disposal of surplus materials, and placement of Terrafix 270R or equal geotextile non-woven filter fabric.	\$ 1,800.00
i) Traffic Control	\$ 1,000.00
j) Construct, maintain during construction, and remove clay earth dams, bypass pump and silt fencing including dewatering.	\$ 1,500.00
<b>SUB TOTAL FOR CULVERT NO. 2</b>	<b>\$ 29,230.00</b>
H.S.T. ON CONSTRUCTION (1.76% NET)	\$ 514.00
<b>TOTAL FOR CULVERT NO. 2 CONSTRUCTION – (including net H.S.T.)</b>	<b>\$ 29,744.00</b>

#### **INCIDENTALS**

Survey, report, estimate, specifications and drawings	\$ 10,000.00
Contract administration and inspection	\$ 2,000.00
Cost portion of ERCA Permit fee	\$ 267.00
<b>SUBTOTAL FOR INCIDENTALS</b>	<b>\$ 12,267.00</b>
H.S.T. ON INCIDENTALS (1.76% NET)	\$ 216.00
<b>TOTAL FOR INCIDENTALS (including net H.S.T.)</b>	<b>\$ 12,483.00</b>
<b>TOTAL ESTIMATED COST FOR CULVERT NO. 2</b>	<b>\$ 42,227.00</b>

#### **3. Culvert No. 3 – Parcel No. 16**

a) Remove and dispose of existing access culvert and end wall materials including their disposal off-site.	\$ 3,000.00
b) Earth excavation and grading.	\$ 1,500.00
c) Supply and install 13.0 m of 1200 mm diameter Aluminized (Type II) Corrugated Steel Pipe (CSP) with a 2.8 mm wall thickness and a 125 x 25 mm corrugation profile.	\$ 11,700.00
d) Supply, place and compact all 20-25 mm clear stone material for pipe bedding, being approximately 10 tonnes.	\$ 350.00
e) Supply, place and compact all granular 'B' (Type II) backfill material, being approximately 100 tonnes.	\$ 3,000.00

f) Supply, place and compact all granular 'A' material for driveway base, being approximately 25 tonnes.	\$	750.00
g) Supply, place and compact HL4 asphalt material for driveway surface, being approximately 15 Tonnes.	\$	3,000.00
h) Restore road, driveway and grassed areas to pre-existing conditions. Disturbed drain banks to be restored with seeding and mulching.	\$	1,500.00
i) Supply and install a total of approximately 30 square metres of quarried rock erosion protection (150 mm – 300 mm) on the drain banks at both ends of culvert pipe, approximately 300 mm in depth including all required excavation, disposal of surplus materials, and placement of Terrafix 270R or equal geotextile non-woven filter fabric.	\$	1,800.00
j) Traffic Control	\$	1,000.00
k) Construct, maintain during construction, and remove clay earth dams, bypass pump and silt fencing including dewatering.	\$	1,500.00
<b>SUB TOTAL FOR CULVERT NO. 3</b>	\$	<b>29,100.00</b>
H.S.T. ON CONSTRUCTION (1.76% NET)	\$	512.00
<b>TOTAL FOR CULVERT NO. 3 CONSTRUCTION – (including net H.S.T.)</b>	\$	<b>29,612.00</b>

#### INCIDENTALS

Survey, report, estimate, specifications and drawings	\$	10,000.00
Contract administration and inspection	\$	2,000.00
Cost portion of ERCA Permit fee	\$	267.00
<b>SUBTOTAL FOR INCIDENTALS</b>	\$	<b>12,267.00</b>
H.S.T. ON INCIDENTALS (1.76% NET)	\$	216.00
<b>TOTAL FOR INCIDENTALS (including net H.S.T.)</b>	\$	<b>12,483.00</b>
<b>TOTAL ESTIMATED COST FOR CULVERT NO. 3</b>	\$	<b>42,095.00</b>

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report and includes a net H.S.T. of 1.76%. 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.

### **13.0 UTILITIES**

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

### **14.0 ASSESSMENT**

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

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

We have assessed the estimated costs against the affected lands and roads as listed in Schedules 'A-1', 'A-2' and 'A-3' under "Value of Special Benefit," "Value of Benefit" and "Value of Outlet."

Schedules 'A-1', 'A-2' and 'A-3' relate to the estimated cost of the construction recommended in this report for Culvert No. 1, Culvert No. 2 and Culvert No. 3 respectively.

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

1. Culvert No. 1 – Parcel No. 7

The cost of replacing Culvert No. 1 is estimated at \$ 29,090 plus HST of \$ 512. The engineering, inspection and overhead costs associated with this culvert replacement are \$ 15,267 plus HST of \$ 269. Therefore, the total estimated cost of the access culvert replacement is \$ 45,138. The estimated cost of this work is assessed at 50% against the adjoining property (Parcel No. 7) as a Special Benefit, as shown in Schedule 'A-1'. The remaining 50% shall be assessed as Outlet only against the lands and roads upstream of this access crossing that drain through it.

2. Culvert No. 2 – Parcel No. 15

The cost of replacing Culvert No. 2 is estimated at \$ 29,230 plus HST of \$ 514. The engineering, inspection and overhead costs associated with this culvert replacement are \$ 12,267 plus HST of \$ 216. Therefore, the total estimated cost of the access culvert replacement is \$ 42,227. Since the owner of this culvert has chosen to widen the driveway by an extra 2.0m (8.0m driveway width total), the estimated cost of this work is assessed at 63% against the adjoining property (Parcel No. 15) as a Special Benefit, as shown in Schedule 'A-2'. The Special Benefit was calculated based upon 60% rate for the estimated cost of a standard access culvert (6.0 m wide driveway) and 100% rate for the estimated cost of any additional length used to widen the driveway. The remaining 37% shall be assessed as Outlet only against the lands and roads upstream of this access crossing that drain through it.

3. Culvert No. 3 – Parcel No. 16

The cost of replacing Culvert No. 3 is estimated at \$ 29,100 plus HST of \$ 512. The engineering, inspection and overhead costs associated with this culvert replacement are \$ 12,267 plus HST of \$ 216. Therefore, the total estimated cost of the access culvert replacement is \$ 42,095. Since the owner of this culvert has an asphalt driveway surface, the estimated cost of this work is assessed at 63% against the adjoining property (Parcel No. 16) as a Special Benefit, as shown in Schedule 'A-3'. The Special Benefit was calculated based upon 60% rate for the estimated cost of a standard access culvert (gravel driveway) and 100% rate for the estimated cost of the asphalt driveway surface. The remaining 37% shall be assessed as Outlet only against the lands and roads upstream of this access crossing that drain through it.

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

We consider the construction costs for Culvert No. 1 (Parcel No. 7) to be non-proratable, as this work has already been completed. All other items of work recommended in this report shall be pro-ratable items of work for the purposes of levying the actual final assessments.

#### **15.0 FUTURE MAINTENANCE**

After completion, the access culverts installed under this report shall be maintained by the Town of Amherstburg using Schedules 'A-1', 'A-2' and 'A-3' included in Appendix 'A'. The actual maintenance assessments will be determined by pro-rating the actual maintenance costs in the proportions set out in the appropriate schedule.

Furthermore, all of the above provisions for the future maintenance of these culverts shall remain as noted above until otherwise determined under the provisions of the Drainage Act. If future works of maintenance are required on the open drain, all aspects of the work shall be governed by the most recent historical drainage report.

#### **16.0 FISHERIES ISSUES**

The Federal Fisheries Act requires that no deleterious substances be introduced to fish habitat and that there be no net loss of fish habitat as a result of any undertaking. Any activities that may introduce deleterious substances or result in loss of fish habitat may require a permit from the Minister of Fisheries, Oceans and the Canadian Coast Guard. To reduce administration and time spent evaluating relatively simple projects that have easily predicted impacts that are easily mitigated, the Department of Fisheries and Oceans Canada (DFO) has instituted a self-assessment process. This means that certain activities or activities within certain types of water bodies may be undertaken by the proponent without contacting DFO, provided that appropriate avoidance and mitigation measures are followed.

A self-assessment of the project has been completed. The DFO lists of types of water bodies and activities that do not require review by their office have been reviewed. The project activities and water bodies involved fall within those categories and this project can be self assessed. The Environmental Specifications attached to this report provides appropriate avoidance and mitigation measures for the Contractor to adhere to.

**17.0 GRANTS**

In accordance with the provisions of Sections 85, 86 and 87 of The Drainage Act, a grant in the amount of 33-1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. Most of the privately owned lands are used for agricultural purposes and are eligible under the A.D.I.P. policies. We are not aware of any lateral drains involved in this work that would not be eligible for a grant. We recommend that application be made to the Ministry of Agriculture, Food and Rural Affairs in accordance with Section 88 of The Drainage Act, for this grant, as well as for all other grants for which this work may be eligible.

All of which is respectfully submitted.

**RC SPENCER ASSOCIATES INC.**

**PREPARED BY:**



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**Shane Lafontaine, P.Eng.**

**Appointed Engineer**

**REVIEWED BY:**



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**Marvel Hormiz, P.Eng.**



**APPENDIX 'A'**

**SCHEDULES OF ASSESSMENT**

**SCHEDULE A-1 - Schedule of Assessment for Construction of Culvert No. 1**

**SCHEDULE A-2 - Schedule of Assessment for Construction of Culvert No. 2**

**SCHEDULE A-3 - Schedule of Assessment for Construction of Culvert No. 3**

**REPLACEMENT OF ACCESS CULVERTS OVER THE DESLIPPE DRAIN**

**TOWN OF AMHERSTBURG**

**SCHEDULE A-1  
SCHEDULE OF ASSESSMENT FOR CONSTRUCTION  
DESLIPPE DRAIN CULVERT REPLACEMENTS - CULVERT NO. 1  
TOWN OF AMHERSTBURG**

<b>A) MUNICIPAL ROADS</b>									
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT	
1	Concession 5 North	-	0.346	Town of Amherstburg	\$ -	\$ 168.00	\$ -	\$ 168.00	
2	Concession 6 South	-	3.572	Town of Amherstburg	\$ -	\$ 1,733.00	\$ -	\$ 1,733.00	
3	Alma Street	-	2.119	Town of Amherstburg	\$ -	\$ 1,028.00	\$ -	\$ 1,028.00	
4	County Road 18	-	2.263	County of Essex	\$ -	\$ 1,097.00	\$ -	\$ 1,097.00	
<b>Total Affected Lands (Hectares)</b>			<b>8.300</b>						
<b>Total Assessment on Municipal Roads</b>					<b>\$ -</b>	<b>\$ 4,026.00</b>	<b>\$ -</b>	<b>\$ 4,026.00</b>	

<b>B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS (NON-GRANTABLE)</b>										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
5	390-01210	CON 5	PT LOT 1	0.404	0.404		\$ -	\$ 86.0	\$ -	\$ 86.00
6	390-01302	CON 5	PT LOT 1	0.303	0.303		\$ -	\$ 72.0	\$ -	\$ 72.00
7	390-01405	CON 5	PT LOT 1	0.520	0.080		\$ -	\$ 23.0	\$ 22,569.00	\$ 22,592.00
8	400-00500	CON 4	PT LOT 1	0.217	0.217		\$ -	\$ 61.0	\$ -	\$ 61.00
9	620-01010	CON 6	PT LOT 74	0.624	0.624		\$ -	\$ 116.0	\$ -	\$ 116.00
10	620-01100	CON 6	PT LOT 74	0.098	0.098		\$ -	\$ 29.0	\$ -	\$ 29.00
11	620-01110	CON 6	PT LOT 74	0.187	0.187		\$ -	\$ 54.0	\$ -	\$ 54.00
12	620-01202	CON 6	PT LOT 74	0.232	0.232		\$ -	\$ 63.0	\$ -	\$ 63.00
13	620-01300	CON 6	PT LOT 74	0.147	0.147		\$ -	\$ 43.0	\$ -	\$ 43.00
14	620-04901	CON 6	PT LOT 75	0.995	0.995		\$ -	\$ 166.0	\$ -	\$ 166.00
15	620-05100	CON 6	PT LOT 76	0.414	0.414		\$ -	\$ 87.0	\$ -	\$ 87.00
16	620-05200	CON 6	PT LOT 76	1.399	0.410		\$ -	\$ 87.0	\$ -	\$ 87.00
17	620-05340	CON 6	PT LOT 76	0.715	0.715		\$ -	\$ 128.0	\$ -	\$ 128.00
18	630-03350	CON 5	PT LOT 46	0.420	0.420		\$ -	\$ 88.0	\$ -	\$ 88.00
19	630-03400	CON 5	PT LOT 45	2.643	2.430		\$ -	\$ 313.0	\$ -	\$ 313.00
20	630-06702	CON 5	PT LOT 44	0.736	0.736		\$ -	\$ 131.0	\$ -	\$ 131.00
21	630-07000	CON 5	PT LOT 45	0.539	0.539		\$ -	\$ 104.0	\$ -	\$ 104.00
22	630-07100	CON 5	PT LOT 46	0.398	0.398		\$ -	\$ 85.0	\$ -	\$ 85.00
<b>Total affected Lands (Hectares)</b>				<b>9.349</b>						
<b>Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)</b>							<b>\$ -</b>	<b>\$ 1,736.0</b>	<b>\$ 22,569.00</b>	<b>\$ 24,305.00</b>

<b>C) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)</b>										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
23	390-01300	CON 5	PT LOT 1	19.068	7.117		\$ -	\$ 690.0	\$ -	\$ 690.00
24	390-01400	CON 5	PT LOT 1	41.671	3.778		\$ -	\$ 366.0	\$ -	\$ 366.00
25	400-00400	CON 4	PT LOT 1	33.139	5.184		\$ -	\$ 503.0	\$ -	\$ 503.00
26	620-01000	CON 6	PT LOT 74	20.338	5.856		\$ -	\$ 568.0	\$ -	\$ 568.00
27	620-01200	CON 6	PT LOT 74	18.919	18.919		\$ -	\$ 1,835.0	\$ -	\$ 1,835.00
28	620-04900	CON 6	PT LOT 75	38.905	34.855		\$ -	\$ 3,381.0	\$ -	\$ 3,381.00
29	620-05000	CON 6	PT LOT 76	17.418	13.368		\$ -	\$ 1,297.0	\$ -	\$ 1,297.00
30	620-05300	CON 6	PT LOT 76	20.957	12.457		\$ -	\$ 1,208.0	\$ -	\$ 1,208.00
31	630-03300	CON 5	PT LOT 46	12.786	12.786		\$ -	\$ 1,240.0	\$ -	\$ 1,240.00
32	630-03700	CON 5	PT LOT 44 & 45	21.405	21.000		\$ -	\$ 2,037.0	\$ -	\$ 2,037.00
33	630-04600	CON 5	PT LOT 44	17.244	8.900		\$ -	\$ 863.0	\$ -	\$ 863.00
34	630-06701	CON 5	PT LOT 44	10.542	2.020		\$ -	\$ 196.0	\$ -	\$ 196.00
35	630-06800	CON 5	PT LOT 44	6.138	6.138		\$ -	\$ 595.0	\$ -	\$ 595.00
36	630-06900	CON 5	PT LOT 44	15.885	11.330		\$ -	\$ 1,099.0	\$ -	\$ 1,099.00
37	630-06901	CON 5	PT LOT 44 & 45	7.148	7.148		\$ -	\$ 693.0	\$ -	\$ 693.00
38	630-03900	CON 5	PT LOT 44 & 45	20.795	2.430		\$ -	\$ 236.0	\$ -	\$ 236.00
<b>Total affected Lands (Hectares)</b>				<b>173.286</b>						
<b>Total Assessment on Privately Owned - Agricultural Lands (Grantable)</b>							<b>\$ -</b>	<b>\$ 16,807.0</b>	<b>\$ -</b>	<b>\$ 16,807.00</b>

<b>TOTAL ASSESSMENT FOR SCHEDULE A-1</b>					<b>\$ -</b>	<b>\$ 22,569.0</b>	<b>\$ 22,569.00</b>	<b>\$ 45,138.00</b>	
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TOTAL LANDS AFFECTED (Ha)	
A) Municipal Roads	8.300
B) Non-Agricultural Lands	9.349
C) Agricultural Lands (Grantable)	173.286
D) Agricultural Lands (Non-grantable)	0.000
Total Lands Affected:	190.935

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

1 Hectare = 2.471 Acres

**SCHEDULE A-2  
SCHEDULE OF ASSESSMENT FOR CONSTRUCTION  
DESLIPPE DRAIN CULVERT REPLACEMENTS - CULVERT NO. 2  
TOWN OF AMHERSTBURG**

<b>A) MUNICIPAL ROADS</b>									
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT	
2	Concession 6 South	-	2.735	Town of Amherstburg	\$ -	\$ 1,646.00	\$ -	\$ 1,646.00	
4	County Road 18	-	2.263	County of Essex	\$ -	\$ 1,362.00	\$ -	\$ 1,362.00	
<b>Total Affected Lands (Hectares)</b>			<b>4.998</b>						
<b>Total Assessment on Municipal Roads</b>					<b>\$ -</b>	<b>\$ 3,008.00</b>	<b>\$ -</b>	<b>\$ 3,008.00</b>	

<b>B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS (NON-GRANTABLE)</b>										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
9	620-01010	CON 6	PT LOT 74	0.624	0.624		\$ -	\$ 144.00	\$ -	\$ 144.00
10	620-01100	CON 6	PT LOT 74	0.098	0.098		\$ -	\$ 35.00	\$ -	\$ 35.00
11	620-01110	CON 6	PT LOT 74	0.187	0.187		\$ -	\$ 68.00	\$ -	\$ 68.00
12	620-01202	CON 6	PT LOT 74	0.232	0.232		\$ -	\$ 78.00	\$ -	\$ 78.00
13	620-01300	CON 6	PT LOT 74	0.147	0.147		\$ -	\$ 53.00	\$ -	\$ 53.00
14	620-04901	CON 6	PT LOT 75	0.995	0.995		\$ -	\$ 206.00	\$ -	\$ 206.00
15	620-05100	CON 6	PT LOT 76	0.414	0.414		\$ -	\$ 108.00	\$ 26,603.00	\$ 26,711.00
18	630-03350	CON 5	PT LOT 46	0.420	0.420		\$ -	\$ 109.00	\$ -	\$ 109.00
19	630-03400	CON 5	PT LOT 45	2.643	2.430		\$ -	\$ 389.00	\$ -	\$ 389.00
21	630-07000	CON 5	PT LOT 45	0.539	0.539		\$ -	\$ 129.00	\$ -	\$ 129.00
22	630-07100	CON 5	PT LOT 46	0.398	0.398		\$ -	\$ 106.00	\$ -	\$ 106.00
<b>Total affected Lands (Hectares)</b>					<b>6.484</b>					
<b>Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)</b>							<b>\$ -</b>	<b>\$ 1,425.00</b>	<b>\$ 26,603.00</b>	<b>\$ 28,028.00</b>

<b>C) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)</b>										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
26	620-01000	CON 6	PT LOT 74	20.338	5.856		\$ -	\$ 705.00	\$ -	\$ 705.00
27	620-01200	CON 6	PT LOT 74	18.919	18.919		\$ -	\$ 2,278.00	\$ -	\$ 2,278.00
28	620-04900	CON 6	PT LOT 75	38.905	34.855		\$ -	\$ 4,197.00	\$ -	\$ 4,197.00
29	620-05000	CON 6	PT LOT 76	17.418	13.368		\$ -	\$ 1,610.00	\$ -	\$ 1,610.00
31	630-03300	CON 5	PT LOT 46	12.786	12.786		\$ -	\$ 1,540.00	\$ -	\$ 1,540.00
37	630-06901	CON 5	PT LOT 44 & 45	7.148	7.148		\$ -	\$ 861.00	\$ -	\$ 861.00
<b>Total affected Lands (Hectares)</b>					<b>92.932</b>					
<b>Total Assessment on Privately Owned - Agricultural Lands (Grantable)</b>							<b>\$ -</b>	<b>\$ 11,191.00</b>	<b>\$ -</b>	<b>\$ 11,191.00</b>

<b>TOTAL ASSESSMENT FOR SCHEDULE A-2</b>	<b>\$ -</b>	<b>\$ 15,624.00</b>	<b>\$ 26,603.00</b>	<b>\$ 42,227.00</b>
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<b>TOTAL LANDS AFFECTED (Ha)</b>	
A) Municipal Roads	4.998
B) Non-Agricultural Lands	6.484
C) Agricultural Lands (Grantable)	92.932
D) Agricultural Lands (Non-grantable)	0.000
<b>Total Lands Affected:</b>	<b>104.414</b>

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

1 Hectare = 2.471 Acres

**SCHEDULE A-3  
SCHEDULE OF ASSESSMENT FOR CONSTRUCTION  
DESLIPPE DRAIN CULVERT REPLACEMENTS - CULVERT NO. 3  
TOWN OF AMHERSTBURG**

<b>A) MUNICIPAL ROADS</b>									
PARCEL NO.	Description	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT	
2	Concession 6 South	-	2.802	Town of Amherstburg	\$ -	\$ 1,667.00	\$ -	\$ 1,667.00	
4	County Road 18	-	2.263	County of Essex	\$ -	\$ 1,345.00	\$ -	\$ 1,345.00	
<b>Total Affected Lands (Hectares)</b>			<b>5.065</b>						
<b>Total Assessment on Municipal Roads</b>					<b>\$ -</b>	<b>\$ 3,012.00</b>	<b>\$ -</b>	<b>\$ 3,012.00</b>	

<b>B) PRIVATELY OWNED - NON-AGRICULTURAL LANDS (NON-RANTALE)</b>										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
9	620-01010	CON 6	PT LOT 74	0.624	0.624		\$ -	\$ 142.00	\$ -	\$ 142.00
10	620-01100	CON 6	PT LOT 74	0.098	0.098		\$ -	\$ 35.00	\$ -	\$ 35.00
11	620-01110	CON 6	PT LOT 74	0.187	0.187		\$ -	\$ 67.00	\$ -	\$ 67.00
12	620-01202	CON 6	PT LOT 74	0.232	0.232		\$ -	\$ 77.00	\$ -	\$ 77.00
13	620-01300	CON 6	PT LOT 74	0.147	0.147		\$ -	\$ 52.00	\$ -	\$ 52.00
14	620-04901	CON 6	PT LOT 75	0.995	0.995		\$ -	\$ 204.00	\$ -	\$ 204.00
15	620-05100	CON 6	PT LOT 76	0.414	0.414		\$ -	\$ 107.00	\$ -	\$ 107.00
16	620-05200	CON 6	PT LOT 76	1.399	0.410		\$ -	\$ 106.00	\$ 26,520.00	\$ 26,626.00
18	630-03350	CON 5	PT LOT 46	0.420	0.420		\$ -	\$ 108.00	\$ -	\$ 108.00
19	630-03400	CON 5	PT LOT 45	2.643	2.430		\$ -	\$ 384.00	\$ -	\$ 384.00
21	630-07000	CON 5	PT LOT 45	0.539	0.539		\$ -	\$ 128.00	\$ -	\$ 128.00
22	630-07100	CON 5	PT LOT 46	0.398	0.398		\$ -	\$ 104.00	\$ -	\$ 104.00
<b>Total affected Lands (Hectares)</b>					<b>6.894</b>					
<b>Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)</b>							<b>\$ -</b>	<b>\$ 1,514.00</b>	<b>\$ 26,520.00</b>	<b>\$ 28,034.00</b>

<b>C) PRIVATELY OWNED - AGRICULTURAL LANDS (GRANTABLE)</b>										
PARCEL NO.	TAX ROLL NO.	CON. OR PLAN NO.	LOT OR PART OF LOT	AREA OWNED (Hectares)	AREA AFFECTED (Hectares)	OWNER	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
26	620-01000	CON 6	PT LOT 74	20.338	5.856		\$ -	\$ 696.00	\$ -	\$ 696.00
27	620-01200	CON 6	PT LOT 74	18.919	18.919		\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
28	620-04900	CON 6	PT LOT 75	38.905	34.855		\$ -	\$ 4,144.00	\$ -	\$ 4,144.00
29	620-05000	CON 6	PT LOT 76	17.418	13.368		\$ -	\$ 1,589.00	\$ -	\$ 1,589.00
31	630-03300	CON 5	PT LOT 46	12.786	12.786		\$ -	\$ 1,520.00	\$ -	\$ 1,520.00
37	630-06901	CON 5	PT LOT 44 & 45	7.148	7.148		\$ -	\$ 850.00	\$ -	\$ 850.00
<b>Total affected Lands (Hectares)</b>					<b>92.932</b>					
<b>Total Assessment on Privately Owned - Agricultural Lands (Grantable)</b>							<b>\$ -</b>	<b>\$ 11,049.00</b>	<b>\$ -</b>	<b>\$ 11,049.00</b>

<b>TOTAL ASSESSMENT FOR SCHEDULE A-3</b>	<b>\$ -</b>	<b>\$ 15,575.00</b>	<b>\$ 26,520.00</b>	<b>\$ 42,095.00</b>
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<b>TOTAL LANDS AFFECTED (Ha)</b>	
A) Municipal Roads	5.065
B) Non-Agricultural Lands	6.894
C) Agricultural Lands (Grantable)	92.932
D) Agricultural Lands (Non-grantable)	0.000
<b>Total Lands Affected:</b>	<b>104.891</b>

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

1 Hectare = 2.471 Acres

**APPENDIX 'B'**

**SPECIAL PROVISIONS AND SPECIFICATIONS**

**REPLACEMENT OF ACCESS CULVERTS OVER THE DESLIPPE DRAIN  
TOWN OF AMHERSTBURG**

## **SPECIAL PROVISIONS**

### **1.0 GENERAL SPECIFICATIONS**

The General Specifications attached hereto are part of Appendix 'B'. It forms part of this specification and is to be read with these specifications and the Drawings contained in the report. Where there is a difference between the requirements of the Special Provisions and the General Specifications, the Special Provisions shall take precedence.

### **2.0 DESCRIPTION OF WORK**

The accompanying Engineer's report deals with the repair and improvement of access crossings that provide access to the properties. The work to be carried out under this Contract generally comprises the supply of all materials, equipment and labour required to replace the access crossing with rip-rap end treatment, granular bedding, backfill and road surface. The work also includes the removal of existing culverts that are being replaced and removal of all brush, trees and surplus materials required to complete the culvert replacements. This material shall be removed and disposed off-site at an approved disposal site at the Contractor's expense. Where drain banks and grassed areas are disturbed, the areas will be restored to pre-existing conditions with screened topsoil and hydroseed.

The contractor shall also clean out the drain bottom 3.0 m upstream and downstream of the newly installed and replaced culverts.

Dewatering, Silt Control and Traffic Control measures will be implemented during construction.

Tile outlet pipes will be replaced if required and as designated by the Drainage Superintendent in the field.

### **3.0 WORKING AREA**

The working area at the access culvert site shall be restricted to a radius of 15.0 m from the proposed centre line of the new culvert.

**Any damages to lands and/or roads from the Contractor's work within the working areas shall be rectified to pre-existing conditions at the Contractor's expense.**

### **4.0 CULVERT CONSTRUCTION**

#### **4.1 Location of Access Culvert**

In general, the centreline of the new access culvert shall be installed on the alignment shown on the drawings attached to the Engineer's report. Prior to installation, the Contractor shall contact the Drainage Superintendent to confirm the exact location for the new culvert. The Drainage Superintendent, in consultation with the property owner, shall establish the exact location for the new culvert in the field.

#### **4.2 Reference Specifications**

The contractor shall supply all materials, labour and equipment necessary for the proper completion of the work, unless otherwise stated in the Specifications or the Tender documents.

Materials shall be as follows:

Corrugated Steel Pipe (CSP)

All corrugated steel pipes to have Aluminized Type II coating for rust protection and conform to OPSS 1801. CSP culverts shall be joined using standard annular corrugated bolted couplers.

Erosion Stone for Sloping End Protection

All stone to be used for erosion protection shall be 150-300 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness. Round field stone is not acceptable.

Bedding Below Culvert Pipe Invert

20-25mm clear stone conforming to OPSS Division 10.

Backfill Material

Granular 'B' (Type II) conforming to OPSS Division 10.

Driveway Surface Material

Granular 'A' conforming to OPSS Division 10. Contractor to match existing driveway material for concrete or asphalt driveways unless otherwise stated.

Filter Fabric

"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.

#### **4.3 Dry Culvert Installation**

Suitable dykes shall be constructed in the drain so that the installation of the pipe can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density.

#### **4.4 Sloping Stone End Protection**

Endwalls shall be constructed of quarry stone rip rap material, as shown on the Drawings. Each endwall shall extend from the invert of the new culvert to the top of the proposed lane. The endwalls shall be sloped to a minimum of 1 vertical to 1.5 horizontal unless stated otherwise with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain, wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

#### **4.5 Lateral Tile Drains**

Should the Contractor encounter any lateral tiles within the proposed culvert limits as shown and also those not shown on the attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. **Tile drain outlets through the wall of the new culvert pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense.

#### 4.6 Silt Control

Although it is anticipated that the culvert installation at this site will be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam in the drain bottom immediately downstream of the culvert site during the time of construction. The straw bale check dam shall be to the satisfaction of the Drainage Superintendent and must be removed upon completion of the construction. All costs associated with the supply and installation of this straw bale check dam shall be included in the cost bid for that item.

#### 4.7 Removal of Existing Culverts

The existing culvert and end wall materials shall be removed and disposed off-site at an approved disposal site.

#### 4.8 Seeding

The disturbed grassed areas resulting from the construction or replacement of the access and farm crossings shall be seeded as specified herein. Topsoil shall be placed to a depth of 100 mm at the disturbed areas. The existing ground surface to be seeded shall be loosened to a depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface area over the backfilled trench shall be finely graded to match the original grade. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

<i>Creeping Red Fescue</i>	20%
<i>Meadow Fescue</i>	30%
<i>Tall Fescue</i>	30%
<i>Timothy</i>	10%
<i>White Clover</i>	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass.

Other grass seed mixtures will be considered with approval of Engineer and Drainage Superintendent. Seed shall be applied at a rate of 200 kg per 10,000 m<sup>2</sup>.

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m<sup>2</sup>. It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

## 5.0 MAINTENANCE OF FLOWS

Should rainfall events generate flows in the drain, the contractor is responsible for maintaining the flows in the open drain so that flooding does not occur and for maintaining flows in the covered drains so that subsurface drainage is maintained.

## 6.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the requirements of the attached “Environmental Protection Special Provisions” in Appendix ‘B’, the “Town of Amherstburg Mitigation Plan” and “Species at Risk Act”, which will be provided during Tender period. The Contractor shall also comply with the approval requirements of the Fisheries and Oceans Canada and the Essex Region Conservation Authority.

To avoid and mitigate the potential for serious harm to fish, DFO recommends implementation of the measures listed below:

- Plan in-water works, undertakings and activities to respect timing windows to protect fish and fish habitat (March 15 to July 15).
- Capture, relocate and monitor for fish trapped within isolated, or enclosed areas.
- If required, screen intakes pipes to prevent entrainment or impingement of fish. Use code of practise for water intake screens.
- If required, apply the interim code of practice for temporary cofferdams and diversion channels.
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity.
  - Limit access to banks or areas adjacent to waterbodies.
  - Construct access points and approaches perpendicular to the watercourse or waterbody.
  - Re-vegetate the disturbed area with native species suitable for the site.
- Restore stream geomorphology (i.e., restore the bed and banks, gradient and contour of the waterbody) to its initial state.
- Develop and implement a Sediment Control Plan to minimize sedimentation of the waterbody during all phases of the work, undertaking or activity.
  - Schedule work to avoid wet, windy and rainy periods (and heed weather advisories).
  - Inspect and regularly maintain the erosion and sediment control measures and structures during all phases of the project.
  - Monitor the watercourse to observe signs of sedimentation during all phases of the work, undertaking or activity and take corrective action.
- Do not deposit any deleterious substances in the watercourse.
- Develop and implement a response plan to avoid a spill of deleterious substances.

## GENERAL SPECIFICATION FOR OPEN DRAINS

(Revised 2016 11 25)

### SECTION 1 - AGREEMENT AND GENERAL CONDITIONS

- (1) Payment for the work shall be on a lump sum basis unless otherwise indicated. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract shall be those of the Stipulated Price Contract CCDC2-Engineers, 2008 or the most recent revision of this document. The form of agreement between Owner and Contractor shall be that of the previously stated document or a form of agreement specifically prepared by the Municipality for this purpose.
- (2) All work shall be in first class condition, comply fully with the report, Special Provisions, General Specifications and the Drainage Act, and be carried out to the satisfaction and approval of the Drainage Superintendent for the Municipality. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor. Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.
- (3) The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work satisfactorily or in a timely manner. Any such expenses or damages may be deducted by the Drainage Superintendent from the amount of the contract or may be recovered by the Municipality from the Contractor and his sureties.
- (4) The Contractor shall be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor shall be required to submit to the Municipality a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before final payment is made to the Contractor.
- (5) The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

### SECTION 2 - EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

- (1) Each tenderer must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The Contractor will be at liberty, before bidding, to examine any data in the possession of the Municipality or of the Engineer.
- (2) The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his tender.

### SECTION 3 - CONTRACTOR'S LIABILITY

- (1) The Contractor, his/her agents and all workmen or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.
- (2) The Contractor shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

### SECTION 4 – ONTARIO PROVINCIAL STANDARDS

- (1) Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

### SECTION 5 – APPROVALS, PERMITS AND NOTICES

- (1) The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

### SECTION 6 – NOTIFICATION OF WORK

- (1) Prior to commencing any work of installing any new bridge or removing any existing structures, the Contractor shall inform the Municipal Drainage Superintendent of his intent to commence work at least 48 hours prior to commencing any work. The Owner or Contractor shall endeavor to install and complete the new structure without delay once the work has commenced. If for any reason the work does not proceed continuously then the Owner or Contractor shall notify the Drainage Superintendent in advance of any backfilling operation or headwall construction so that he may schedule inspection of same

**SECTION 7 – CONSTRUCTION SAFETY**

- (1) The Contractor shall comply with all the requirements of the Occupational Health and Safety Act, 2013, and the regulations passed in connection therewith, as administered by the Ontario Ministry of Labour and all subsequent amendments of the said Act.
- (2) The Contractor shall exercise all possible precaution against injury to persons or property resulting from his work. The Contractor shall leave no trenches, pits, holes or excavations uncovered, without providing sufficient protection at all times. The Contractor shall install, erect and provide barricades, signs, traffic cones, flashers, lights, plates, warning and other devices, materials and personnel as may be required at his own expense in order to provide for the safe passage and control of traffic and to ensure public safety. All traffic control shall be in accordance with the latest standards of the Ministry of Transportation.

**SECTION 8 – TRAFFIC CONTROL**

- (1) The Contractor shall not perform excavation operations from the travelled portion of the roadway nor close a road or reduce the width or number of traffic lanes available for traffic except as specified in the contract documents or approved by the Engineer.
- (2) The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. The costs associated with provision of proper signage, barricades, lights and flag persons shall be considered incidental to the works to remove the old bridge and complete the new bridge installation.
- (3) **During all phases of the project, adjoining public roadways shall remain open to through traffic with at least one lane being open to through traffic at all times.**
- (4) All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue", under the "Title", enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key", once open look for the "Attachment", click the PDF file. Users require Adobe Acrobat to view all PDF files.
- (5) **Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.**

**SECTION 9 – GENERAL CO-ORDINATION**

- (1) The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

**SECTION 10 – STATIONS AND BENCHMARKS**

- (1) Reference Stations measured in meters, are indicated on the drawings and represent stations along the course of the work. Stationing is shown along the profile at 25 m intervals numbered consecutively, 0+000, 0+025, 0+050, 0+075, etc. Where cut depths are shown on the profile, they represent the approximate depth, in meters, of the finished drain as measured from the surface of the ground to the design gradeline for the bottom of the open drain. Where excavation depths are shown on the profile, they represent the approximate depth, in meters, from the existing drain bottom down to the design gradeline for the bottom of the open drain.
- (2) The Contractor will be held responsible during the progress of the work for the preservation of all reference stakes, bench marks and survey markers which fall within the limits of the work. The cost of replacing any bench mark or survey marker defaced or destroyed by the Contractor as a result of his work will be deducted from any monies due the Contractor.

**SECTION 11 - ALIGNMENT**

- (1) Except where specified otherwise, the excavation will follow as nearly as possible the course of the existing drain with sloping and widening carried out on each bank as required to produce the specified cross-section. Wherever sharp or irregular bends occur, all sloping and widening is to be done on that side of the drain that will tend to reduce the curve and improve the alignment of the channel.
- (2) Where one drain bank adjoins the travelled part of any roadway or laneway, all sloping and widening is to be done on that side of the drain farthest from the roadway unless otherwise directed by the Engineer.
- (3) Where the drain bank adjoins an existing fence which is not specified for removal or relocation all required sloping and widening shall be carried out on that side of the drain farthest from the fence.
- (4) Where a drain is to be moved off a road allowance and onto adjoining lands, the top edge of the nearest finished drain bank is to be not closer than 1 metre to the limit of the road allowance or top edge of the abandoned channel. The centreline of the new channel is to be as straight as possible even though this 1 metre dimension is exceeded in places.
- (5) Where a new drain is constructed, its centre line will be as straight as possible and any changes in direction shall be in the form of smooth, regular bends.
- (6) Where a new drain is to be constructed adjoining an existing fence line, the Contractor shall lay out a suitable centre line such that the top edge of the adjacent drain bank, at its widest point, will not be closer than 1 metre to the fence and the Contractor shall use this centre line to establish the drain location.
- (7) The Contractor must lay out the proposed centre line in the field for approval by the Drainage Superintendent prior to construction.

**SECTION 12 - PROFILE**

- (1) The excavation of the drain must be at least to the depth intended by the grade line shown on the Profile, which grade line is governed by the bench marks. The Profile shows, for the convenience of the Contractors and others, the approximate depth of excavation from the surface of the ground to the final invert of the channel in metres and decimals of a metre and also the approximate depth of excavation from the bottom of the existing channel to the final invert of the channel. Bench marks, which have been established along the course of the drain, shall govern the final elevation of the drain. The location and elevation of the bench marks are shown on the Drawings.

**SECTION 13 - BOTTOM WIDTH AND SIDE SLOPES**

- (1) The bottom widths and the side slopes of the various sections of the finished drain are to be true to line and grade as shown on the Profile.
- (2) Contractors will not be restricted to the exact dimensions specified but must excavate clear of the specified cross-sections and may excavate such additional depth or width as may be required to accommodate the use of suitable excavating equipment or to allow for minor sedimentation prior to final inspection provided that at no place are the side slopes of the excavation to be cut steeper than the slope specified on the Profile. The Contractor is not to excavate the drain bottom so much deeper than the grade line as to result in the formation of pockets in the drain bottom that will cause water to stand in pools along the drain. Should over-excavation of the drain bank occur, the Contractor will **not** be permitted to repair with native material packed into place by the excavator and reshaped. Should over-excavation occur, the Contractor will be required to have a bank repair detail engineered by a Professional Engineer (hired by the Contractor), to ensure long term stability of the bank is maintained. Such repairs shall be subject to approval by the Engineer and will be at no extra cost to the item.

**SECTION 14 - OBSTRUCTIONS**

- (1) All brush, timber, logs, stumps, stones, or other obstructions encountered within the limits of the channel along the course of the drain are to be removed by the Contractor. Timber, logs and stumps are to be dealt with in the same manner as specified for brush and trees. Large stones and other similar materials are to be piled near the limit of the spread area so as not to interfere with the spreading of the excavated material. The disposal of this material shall be the owner's responsibility.

**SECTION 15 - BRUSH AND TREES**

- (1) Brushing shall be carried out on the entire drain within the above identified sections of the drain where required and as specified herein. **All** brush and trees located within the drain side slopes shall be cut parallel to the side slopes, as close to the ground as practicable. Tree branches that overhang the drain shall be trimmed. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps, where removed to facilitate the drain excavation and reshaping of the drain banks, may be burned by the Contractor where permitted; otherwise, they shall be disposed of, off the site. All thorn trees shall be disposed of off-site.
- (2) Where the existing bottom widths and side slopes of the drain are sufficient to permit the specified deepening of the drain without disturbing the existing banks above the present drain bottom, the Contractor will be required to cut the brush and trees on the sloping banks flush with the surface of the banks but he will not be required to remove their roots and stumps unless they will obviously create obstructions to the flow of water in the drain.
- (3) Where it is necessary to widen the drain and excavate material from the sloping banks, all brush and trees within the limits of the channel and within 1 metre of the top of the drain banks and within the spread area are to be cut and those roots and stumps in the drain bottom and on the banks where the widening takes place shall be completely removed unless the Drainage Superintendent permits the Contractor to cut the roots and stumps flush with the surface of the finished banks.
- (4) The Contractor shall make every effort to preserve mature trees which are beyond the drain side slopes, and the working corridors. If requested to do so by the Drainage Superintendent, the Contractor shall preserve certain mature trees within the designated working corridors.
- (5) Where there is a fence adjoining the drain, he will be required to cut the brush in the fence line and on the side of the fence opposite the drain only if the excavating equipment will be operated from this side or excavated material is to be placed and levelled on this side.
- (6) The Contractor shall cut off flush with the ground all brush and trees having a diameter of 150 mm or less from the disposal area. Should the Contractor find it necessary to remove trees having a diameter of 150 mm or larger from the disposal area in order to permit the efficient excavation of the drain or spreading of excavated material, he will be at liberty to do so only on permission of the Drainage Superintendent in charge of the work.
- (7) All trees over 200 mm in diameter that are cut are to be trimmed of branches, and the trunks, along with branches over 200 mm in diameter, are to be cut up into log lengths and piled for the use of the adjoining owner unless the owner advises the Drainage Superintendent he does not want them, in which case they are to be disposed of by the Contractor along with the other brush. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps may be burned by the Contractor where permitted; otherwise, they shall be disposed of by him away from the site of the work.
- (8) Following completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which remain standing, disposing of the branches cut off along with other brush and leaving the trees in a neat and tidy condition.
- (9) Brush and trees removed from the drain and banks thereof and from the disposal area are to be put into piles by the Contractor, in locations where they can be safely burned, and are to be burned by the Contractor after obtaining the necessary permits, as required. If, in the opinion of the Drainage Superintendent, any of the piles are too wet or green to be burned, he will so advise the Contractor who may then arrange, to the Drainage Superintendent's satisfaction, an agreement in writing, with the owners where the piles are located, for them to burn the material when dry enough. If a satisfactory agreement cannot be made, the Contractor to haul away the unburned materials to an approved dump site.
- (10) Since the trees and brush that are cut off flush with the earth surface may sprout new growth later, it is strongly recommended that the Municipality make arrangements for spraying this new growth at the appropriate time so as to kill the trees and brush.
- (11) Prior to and during the course of burning operations the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment and shall ensure that the Environmental Protection Act is not violated.
- (12) In no case will brush or trees be buried in the spoil bank or within the excavated material.
- (13) The Contractor will be required to brush rake the excavated material to remove brush and trees from the spoil if so instructed by the Drainage Superintendent.
- (14) As part of this work, the Contractor shall remove any loose timber, logs, stumps, large stones or other debris from the drain bottom and from the side slopes. Timber, logs, stumps, large stones or other debris shall be disposed of off-site.

**SECTION 16 – EXCAVATION OF DRAIN**

- (1) All excavated material shall be handled as specified in the following section. Materials deposited on the farmlands shall be within the working corridors, at least 2.0 m from the top of the drain bank, or as specified on the drawings. Upon allowing drying of excavated materials (if necessary) and as approved by the Drainage Superintendent, the Contractor shall level excavated materials as specified. Excavated material shall not be placed on dykes, in ditches, tiles or depressions intended to conduct water into the drain.
- (2) Seeding of the disturbed drain banks shall be completed immediately following drain construction as specified in the Special Provisions.
- (3) All excavation work shall be done in such a manner as to not harm any vegetation or trees, not identified in this report or by the Drainage Superintendent for clearing. Any damages to trees or vegetation caused by the Contractors work shall be rectified to the satisfaction of the Drainage Superintendent.
- (4) The Contractor shall exercise caution around existing tile inlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

**SECTION 17 - DISPOSAL OF EXCAVATED MATERIAL**

- (1) Where a part of the drain is being relocated, the Contractor shall strip the topsoil from the alignment of the new course and stockpile it for re-use following the completion of the subsoil operations. Subsoil excavated from the new course is to be used first to fill the existing course which is to be abandoned. Where the Contractor can conveniently do so, he may deposit the material in the old course as he excavates it from the new course but where the distance separating the new course from the old course is too great to permit this the excavated material must be loaded onto trucks, hauled to the abandoned drain and placed in the old channel. The material shall be placed in the abandoned channel in layers no greater than 300 mm in thickness. Each layer shall be thoroughly compacted with the levelling equipment available at the site prior to the placement of the subsequent layers. The abandoned channel shall be filled to an elevation at least 300 mm higher than the adjacent natural ground elevation to allow for settlement. If insufficient material is available to fill the old course, the surface of the material shall be graded so as to eliminate any low areas that would collect water.
- (2) Excess excavated material not required for the filling of an abandoned channel or material excavated from the drain under normal construction, repair, or improvement shall be deposited and spread on the immediately adjoining farm lands in the locations set out in the Special Specifications. The material shall be deposited and spread no closer than 2 metres from the top edge of the adjacent drain bank and at least 1 metre clear of all fences.
- (3) Where the excavated material is deposited in bush land, it is to be spread and levelled in the form of a spoil bank over at least the full width of the strip that has been cleared to permit the passage of excavating equipment but in no case is the top surface to be left more than 600 mm above the natural ground level even though this may require additional clearing to produce a sufficient disposal area. On completion, the spoil bank is to be left so that it is smooth enough to drive an ordinary farm vehicle along it.
- (4) Where the adjoining land is sufficiently clear to permit cultivation, the Contractor shall deposit the excavated material on the property and spread the material over a width that, after spreading, the excavated material will generally have a thickness of approximately 150 mm. The Contractor shall utilize a minimum spread width of 6 metres and a maximum spread width of 20 metres even though this results in a depth of material in excess of 150 mm. The material shall be thoroughly spread and levelled with suitable equipment and left in a condition which permits cultivation with ordinary farm equipment without causing undue hardship on farm machinery and personnel.
- (5) After the excavated material has been spread and levelled, any stockpiled topsoil is to be spread over it to a depth of no more than 100 mm.
- (6) No excavated material is to be placed on lawns or ornamental shrubbery but is to be deposited on either or both sides of the lawn on the farm lands immediately adjacent to the lawn.
- (7) Excavated material or topsoil shall not be placed in ditches, tiles or depressions intended to conduct water into the drain.
- (8) The material shall be sufficiently levelled to allow further working by agricultural implements.
- (9) All stones and other debris removed from the drain, which may interfere with agricultural implements, shall be disposed of off-site.
- (10) The Drainage Superintendent in charge will be the sole judge as to the proper disposal of material under the contract and this specification

**SECTION 18 - FENCES**

- (1) Where it is necessary to remove any fences which parallel the course of the drain in order to permit the excavation of the drain or the disposal of excavated material the Contractor shall remove the fence. An allowance will be made to the owners of the properties to compensate them for damages to fences which are considered capable of restraining cattle. The Contractor shall notify the owner of his intentions to remove the fence at least 7 days prior to doing so. Any owner has the option to salvage his fencing materials but must do so sufficiently in advance of the Contractor's operations so as to cause no unnecessary delays to him. If the owner does not remove his fences, the Contractor shall carefully take down the fence and leave the materials neatly placed beyond the limit of the spread area for disposal or reconstruction by the owner. The owner will be responsible to construct and maintain any temporary fencing during the progress of the work. The landowners and not the Contractor will be responsible for the control of livestock in the adjoining field during the period of construction. Unless otherwise specified, the Contractor will not be required to reconstruct the fences following the completion of the work of excavation and levelling.
- (2) No permanent fencing shall be constructed or reconstructed without the approval of the Drainage Superintendent. Any fences that are constructed or reconstructed along the course of the drain are to be kept at least 1 metre clear of the top edge of the adjacent drain bank.
- (3) Where the Contractor finds it necessary to remove any fences which cross the drain, he shall remove the fencing materials in a careful, workmanlike manner. Unless otherwise directed the Contractor shall reconstruct the cross fences in as good a condition as the old material permits.

**SECTION 19 - ROAD CROSSINGS**

- (1) Where the drain crosses the travelled part of a road through a bridge, the Contractor shall excavate the drain to its specified dimensions through the bridge opening, using care to avoid damaging it. If after the drain has been excavated at any bridge structure it appears to the Drainage Superintendent that repairs or replacement may be required, he shall so advise the Road Authority having jurisdiction over the particular bridge.
- (2) Where a new bridge is required or where any underpinning, strengthening or repairs is rendered necessary by the work, it is to be carried out by the Road Authority at its own expense.
- (3) Where the drain crosses the travelled part of a road through a pipe that does not have to be replaced or lowered, the Contractor shall clean the pipe to its full cross-sectional area using care to avoid damaging it.
- (4) Where the existing pipe is of sufficient size and is in a good state of repair but requires to be lowered, the Contractor shall carefully remove it, clean it to its full cross-sectional area and replace it in the drain as specified herein.
- (5) Where the existing pipe must be replaced, the Contractor shall carefully remove it from the drain, clean it to its full cross-sectional area, and leave it beside the drain for removal by the Road Authority. Unless otherwise instructed he shall install the new road culvert as supplied by the Road Authority. All backfill material shall be compacted granular material supplied by the Road Authority, unless otherwise specified.
- (6) The Contractor shall notify the Road Authority having jurisdiction over the structure under construction at least 72 hours in advance of any construction activities.

**SECTION 20 - FARM AND ACCESS CULVERTS**

- (1) Where a farm or access culvert or bridge does not have to be replaced or lowered, the Contractor shall clean it to its full cross-sectional area using care to avoid causing damage to it in the process.
- (2) Where a pipe culvert is to be lowered, the Contractor shall carefully remove it, clean it to its full cross-sectional area and replace it in the drain with its invert set 10% of the pipe diameter below the grade line.
- (3) Where a culvert is to be replaced, the Contractor shall carefully remove it from the drain, clean it to its full cross-sectional area and leave it on the drain bank. If the pipe was originally supplied and installed by the property owner, it shall be left for disposal by the owner. If the pipe was installed under the provisions of The Drainage Act, it shall be disposed of as directed by the Drainage Superintendent and any salvage value from the sale of the pipe shall be credited to the drain. Wooden or concrete farm or access bridges which must be removed from the drain shall be disposed of in the same manner.
- (4) Where a pipe culvert is to be installed in the drain, all materials shall be supplied by the Drainage Superintendent as an expense to the drain. The Contractor shall install the pipe in the location directed by the Drainage Superintendent in accordance with the specifications governing the installation.
- (5) Where a new culvert is to be installed, the owner may request the Drainage Superintendent to have it placed in a different location from the existing one and this will be permitted so long as the relocation does not result in an increase in the area draining through the culvert. Adequate notice of the change must be given to the Contractor. In no case may the existing culvert be left in the drain when it has been specified that it is to be removed.

**SECTION 21 - FARM AND ACCESS PIPE CULVERT INSTALLATION****21.1 - Location and Elevation of Access Culvert or Farm Cuvert**

- (1) In general, the new access or farm culvert shall be installed as shown on the drawings attached to the engineer's report. Prior to installation, the Contractor shall contact the Drainage Superintendent to confirm the exact location for the new culvert. The Drainage Superintendent, in consultation with the property owner, shall establish the exact location for the new culvert in the field.
- (2) The invert (inside bottom) bottom of the pipe shall be set according to the elevations shown on the accompanying plans. For the purpose of construction, the bench mark indicated on the accompanying plans shall be used to determine the elevation of the proposed enclosure.

**21.2 Dry Culvert Installation**

- (1) Suitable dykes shall be constructed in the drain so that the installation of the pipe can be accomplished in the dry. The Contractor shall perform the excavation, placement of bedding, pipe and backfill in a dry condition and shall provide all required pumps and/or equipment to enable the work to proceed in the dry.

**21.3 Pipe Installation**

- (1) The required pipe shall be set in the drain to the dimensions shown on the accompanying drawings and the Contractor shall carry out all required excavation to install the pipe and specified rip-rap end treatment. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. The Contractor shall excavate sufficient material from the drain banks and bottom to permit placement of the pipe and backfill material. The minimum trench width as shown on the drawings, shall be provided from the face of the pipe to the excavated trench wall along each bank to provide working room to compact the backfill material.
- (2) The surface on which the culvert is to be laid shall be true to grade and alignment and shaped to accept the materials to be placed. The pipe shall be laid to the alignment and grade shown in the report but may not be placed on a bed containing frozen materials.
- (3) The end protection to each end of the pipe structure shall be as specified in the Special Provisions and on the Drawings and in accordance with the following applicable specifications.
- (4) All newly excavated portions of the drain bank shall be seeded.
- (5) The Contractor shall dispose of all surplus excavated material at an approved disposal site at his expense.
- (6) Rivetted corrugated steel pipe shall be laid with the inside circumferential laps pointing in the direction of the flow. The longitudinal laps shall be located in the upper half of the pipe.
- (7) All helical corrugated steel pipe shall be supplied with re-rolled annular ends and shall be installed so that the helix angle is constant for the total length of the installation and each pipe section shall be installed next to the previous section such that the lock-seam forms a continuous helix.

- (8) Corrugated steel pipe sections shall be joined together by means of plant fabricated couplers having a minimum wall thickness of 1.6 mm and a 10 c width. The couplers shall be installed to lap approximately equal portions of the pipe sections being connected, such that the corrugations or projections of the coupler properly engage the pipe corrugations.
- (9) Where fabrication of structural plate structures by the Contractor is specified, they must be assembled in the trench or at the side of the excavation. If the assembled structure has to be moved to its final position, it shall be moved in such a manner that no damage or distortion is caused to the structure. The materials shall be assembled and handled in accordance with the manufacturer's specifications and directions.
- (10) The whole of the work shall be done in a neat, thorough and workmanlike manner such that the alignment of the bridge pipe at each location meets the full satisfaction of the drainage superintendent.

#### 21.4 Backfilling and Compaction

- (1) Backfill and cover material on each side of the culvert pipe shall be carefully placed simultaneously on each side of the pipe so that damage to or movement of the pipe is avoided. At no time shall the levels on each side differ by more than the 300 mm uncompacted layer. Then, a 300mm thick layer of Granular 'A' material, O.P.S.S. Spec 1010 shall be constructed as a road base. All backfill materials shall be placed in layers not exceeding 300mm (12") in thickness, loose measurement. Each layer shall be thoroughly compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. The Contractor shall provide sufficient water to the granular material such that optimum compaction levels are achieved. The equipment used and method of compacting the backfill material shall be to the full satisfaction of the Drainage Superintendent.

#### SECTION 22 – LATERAL TILE DRAINS

- (1) Should the Contractor encounter any lateral tiles within the proposed culvert limits as shown and also those not shown on the attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. **Tile drain outlets through the wall of the new culvert pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense. Care must be taken in handling plastic drain pipe in cold weather to avoid causing damage.
- (2) Plastic drain pipe shall be held in position on planned grade immediately after installation by careful placement of backfill material.

#### SECTION 23 – CULVERT END PROTECTION - SLOPING RIP-RAP

- (1) Where specified, the Contractor shall install quarried rip-rap erosion protection materials on the slopes at both ends of the pipe. The backfill and quarried rip-rap protection over the ends of the pipe shall be sloped at 1.5 horizontal to 1 vertical or to a flatter slope specified on the drawings. All stone used for rip-rap culvert end protection shall be 125-225 mm clear quarried rock or OPSS.MUNI 1004 and be placed with a minimum thickness of 300mm thickness. Prior to placing rip-rap materials on the backfill materials, the Contractor shall lay a non-woven geotextile filter fabric equal to a "Terrafix 270R" or approved equal. The geotextile filter fabric shall extend from the bottom of the pipe to the top of each side slope of the drain and between both side slopes of the drain. No portion of the filter fabric shall remain exposed to sunlight. The Contractor shall take extreme care to not damage the geotextile filter fabric when placing the rip-rap on top of the filter fabric. The geotextile filter fabric and quarried stone shall be placed to the complete satisfaction of the Drainage Superintendent. **Concrete rip-rap or round stone will not be permitted.**
- (2) Where a clay layer is specified beneath the Rip-Rap End Protection, it shall be a 500 mm thick layer of cohesive clay material that is dry select earth material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances. It shall be placed and shaped before the filter fabric layer is placed.

#### SECTION 24 - BAGGED CONCRETE HEADWALLS – SINGLE BAG THICKNESS

- (1) Sacked concrete end walls that do not exceed 1.8 m in height shall be constructed of a single row of sacked concrete. The installation of the end wall shall be governed by the drawings. The end wall treatment shall extend to the same elevation as the finished travelled surface and fit to the top of bank elevation on both banks and in any event be a minimum of 300 mm above the crown of the pipe.
- (2) Where specified and after the Contractor has set in place the new pipe and partially backfilled same, he shall install new concrete filled jute bag headwalls at each end of the pipe. When constructing the concrete jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall, the slope of the headwall shall be one unit horizontal to five units vertical.
- (3) The Contractor shall completely backfill in behind the new concrete jute bag headwalls with granular material, Granular "B" per O.P.S.S. 1010, and the granular material shall be compacted in place with a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 300mm (12") in thickness.
- (4) The concrete jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 20 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstances shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm x 660mm (18" x 26"). The jute bags shall be filled with concrete so that when they are laid flat they will be approximately 100mm (4") thick, 300mm (12") to 380mm (15") wide and 460mm (18") long.
- (5) The concrete jute bag headwall to be provided at the end of the pipe shall be of single bag wall construction or as specified otherwise. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the longitudinal length of the new pipe. The concrete filled bags shall be laid on a footing of plain concrete being 460mm (18") wide or as otherwise specified, extending for the full length of the wall, and from 0.3 metres (1.0') below the bottom of the corrugated pipe to the bottom of the culvert pipe. All concrete used for the footing shall have a minimum compressive strength of 20 MPa in 28 days.
- (6) The completed jute bag headwalls shall be securely embedded a minimum of 0.50m (20") into the side slopes of the drain. At the road side of the bridge the Contractor shall flair outwards each headwall approximately 1.5m (5.0') as directed by the Drainage Superintendent.
- (7) Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, 150mm (6") thick, and hand trowelled to obtain a pleasing appearance. The concrete cap shall be the same width as the bagged wall and excess concrete will not be allowed to be placed on the cap area. The concrete cap shall not overhang the bagged wall on the driveway side of the wall.

- (8) The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

#### **SECTION 25 – BAGGED CONCRETE HEADWALLS – DOUBLE BAG THICKNESS**

- (1) Sacked concrete end walls that exceed 1.8 m in height shall be constructed of double rows of sacked concrete.  
 (2) The concrete filled bags are to be laid so that the 460mm (18") dimension is perpendicular (at right angles) to the longitudinal length of the new pipe. Therefore, the long dimension of the bag will be visible when the headwall is complete.

#### **SECTION 26 – GROUTED CONCRETE RIP-RAP WALL**

- (1) Where specified, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken sections of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two flat parallel sides. The rip rap shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part of Portland Cement.

#### **SECTION 27 – PRECAST CONCRETE HEADWALLS**

- (1) Where specified as an alternative, the Contractor may supply and install precast concrete headwalls. Said precast headwalls shall be a custom made product, manufactured by Underground Specialties (Windsor) or similar provider.  
 (2) The precast concrete headwall or precast blocks or modules shall be of the shape, size and dimensions shown on the drawings.  
 (3) Precast provider to provide stamped engineering drawing for precast headwall and Geotextile restrainers for approval.  
 (4) Excavation for the headwalls shall be in conformance with O.P.S.S. Section 902.  
 (5) The supply and placement of concrete shall be in conformance with O.P.S.S. Section 904. All concrete shall have a strength of 33 MPa after 28 days. All concrete shall be air entrained to an air content of  $6\% \pm 1.5\%$  by volume for 19mm maximum size of aggregate. Minimum cover for concrete shall be 40mm (1 1/2").  
 (6) The supply and placement of reinforcing steel shall be in conformance with O.P.S.S. Section 905. The reinforcing steel shall be grade 400 and shall be of the size and type shown on the drawings.  
 (7) The Contractor shall place the precast headwall so that it is straight and plumb. The method of backfilling the side slope trenches shall be such that no voids remain under the haunches of the sloping concrete headwall. The Contractor's method of achieving this shall be approved prior to start of construction.  
 (8) The Contractor shall provide a sufficient opening in the headwalls so that when the headwalls are set and plumb the corrugated steel pipe may be inserted or adjusted to grade. The void between the corrugated steel pipe and opening in the headwall shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part of Portland Cement.  
 (9) After the corrugated steel pipe has been set and partially backfilled with Granular "B" per O.P.S.S. 1010 and compacted to 100% Standard Proctor Density, geotextile tie backs to the precast concrete headwalls in accordance to approved stamped headwall and restraining devices.

#### **SECTION 28 - TILE OUTLET PIPES AND ROAD DRAINS**

- (1) Where existing tile outlet pipes of cast iron, asbestos cement, corrugated steel or other rigid material are encountered along the course of the drain, and where they will be removed or rendered useless by the work, the Contractor, as part of his work, shall reinstall the outlet pipes in the re-graded bank.  
 (2) Where, in the course of the grading operation tile drains having no outlet pipe are encountered or the existing outlet pipe is not suitable for re-installation, the Contractor shall install an outlet pipe manufactured for that purpose. The outlet pipe shall be one size larger than the diameter of the tile, 3 metres in length, and supplied by the Drainage Superintendent as an expense to the drain.  
 (3) All outlet pipes installed shall be at least 3 metres long and shall be embedded 2.5 metres into the bank of the drain and shall protrude 0.5 metres beyond its face. The outlet end shall be fitted with a removable wire rodent guard.  
 (4) Where a drain adjoining a road is relocated, the Drainage Superintendent shall arrange to have all existing private and road drains which cross beneath the road extended across the old course of the drain to the drain in its new location. The cost of all pipe materials to extend these drains together with the installation costs will be borne by the Road Authority having jurisdiction.

#### **SECTION 29 – RIP-RAP EROSION PROTECTION**

- (1) The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials where specified. All stone used for rip-rap culvert end protection shall be 125-225 mm clear quarried rock or OPSS.MUNI 1004 and be placed with a minimum thickness of 300mm thickness. Prior to placing rip-rap materials on the backfill materials, the Contractor shall lay a non-woven geotextile filter fabric equal to a "Terrafix 270R" or approved equal. No portion of the filter fabric shall remain exposed to sunlight. The Contractor shall take extreme care to not damage the geotextile filter fabric when placing the rip-rap on top of the filter fabric. The geotextile filter fabric and quarried stone shall be placed to the complete satisfaction of the Drainage Superintendent.  
**Concrete rip-rap or round stone will not be permitted.**

#### **SECTION 30 – LOCATION OF STRUCTURES, ETC.**

- (1) The Contractor shall satisfy himself as to the exact location, nature and extent of any existing structure, utility or other object which he may encounter during the course of the work. The Contractor shall indemnify and save harmless the Municipality and the Engineer for any damages which he may cause or sustain during the progress of the work. He shall not hold the Municipality or the Engineer liable for any legal action arising out of any claims brought about by such damage caused by him.

#### **SECTION 31 - LAWN RESTORATION**

- (1) Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

**SECTION 32 – PROPERTY BARS AND SURVEY MONUMENTS**

- (1) The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

**SECTION 33 - CLEAN UP AND RESTORATION**

- (1) The Contractor shall leave the whole of the site of the work in a neat, thorough and workmanlike appearance to the full satisfaction of the Drainage Superintendent. He shall haul away any excess earth from the site. He shall haul to the site, at his own expense, sufficient earth to fill any depressions caused by his work. All debris and waste materials specified for disposal by others shall be left in a neat condition. All materials to be disposed of under this contract shall be removed by the Contractor and the site left in a neat and tidy condition. The site shall be left, as closely as possible, in the same condition it was in prior to the commencement of the work.
- (2) As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

**SECTION 34 - UTILITIES, RAILWAYS, ETC.**

- (1) The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. Before commencing work, the Contractor will investigate the location of any and all railways, utility lines, wires, pipes, poles, towers, cables, etc. which may interfere with the proposed work. He will take all necessary steps to avoid damaging these. The Contractor will be liable for any damage to utilities and should any damage result to them from his operations, he will be completely responsible for these damages and will save harmless the Municipality and the Engineer from any legal actions which may arise as a result of such damage.
- (2) If permits are required to allow the work to be carried out on or adjacent to any utilities, pipelines, railways, etc., the Contractor shall obtain these at his own expense.
- (3) All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work form part of this specification and apply.
- (4) In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the work, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations and their co-ordination work shall be considered incidental to the project.

**SECTION 35 – DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROADS**

- (1) The Contractor shall be responsible for any damage caused by him to any portion of the municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of a road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any parts of the travelled portion of the road are damaged by the Contractor, the Municipality shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Municipality.

**SECTION 36 – MAINTAINING FLOWS**

- (1) The Contractor shall maintain the flow of any drainage works encountered in the progress of the work at no expense to the Owner. The Contractor shall obtain written approval from the Engineer in charge to stop up any drain and if necessary provide pumping equipment, build necessary by-passes, etc. at no expense to the Owner.

**SECTION 37 – MAINTENANCE**

- (1) The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance (as evidenced by the final inspection report), thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer. Nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the appropriate laws under which the work is being done.

**SECTION 38 - DRAINAGE SUPERINTENDENT**

- (1) Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction, to superintend the work.
- (2) The Drainage Superintendent will be permitted to make minor variations in the, work so long as these variations will result in either a more satisfactory drain or a more economical one. These variations, however, must not be such as to change the intent of the work performed nor are they to reduce the standard of quality.

**SECTION 39 - SPECIAL PROVISIONS**

- (1) The Part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

**RC SPENCER ASSOCIATES INC.**

Windsor, Leamington & Chatham, Ontario

## **ENVIRONMENTAL PROTECTION SPECIAL PROVISIONS**

(Revised 2016 11 25)

### **SECTION 1 – GENERAL**

- (1) These Environmental Protection Special Provisions shall apply and form part of this Contract. All costs associated to confirming with these Special Provisions shall be included in the Tender prices bid.

### **SECTION 2 - FIRES**

- (1) Fires and burning of rubbish on site will be permitted only with special approval from the Municipality.

### **SECTION 3 - DISPOSAL OF WASTES**

- (1) The Contractor shall not bury rubbish and waste materials on site unless approved by the Engineer and all applicable approving authorities. The site shall be maintained free of accumulated waste and rubbish. All waste materials should be disposed of in a legal manner at a site approved by all local approving authorities and the Engineer.
- (2) The Contractor shall not allow deleterious substances, waste or volatile materials such as mineral spirits, or paint thinner, to enter into waterways, storm or sanitary sewers.
- (3) The disposal of dredge material where applicable shall be in accordance with the above.

### **SECTION 4 - POLLUTION CONTROL**

- (1) The Contractor shall maintain under this Contract temporary erosion, sediment and pollution control features installed.
- (2) The Contractor shall control emissions from equipment and plant to local authorities' emission requirements.
- (3) The Contractor shall not cause excessive turbidity when performing in-water work. The Contractor shall not allow any debris, fill or other foreign matter to enter into the waterway. The Contractor shall remove from the waterway, all extraneous materials resulting from in-water work.
- (4) The Contractor shall abide by local noise By-Laws for the duration of the Contract.
- (5) Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Engineer. To reduce the risk of fuel entering the waterway, refuelling of machinery must take place a safe distance from the waterway. The Contractor shall note that the Engineer or the Owner takes no responsibility for spills, this shall be the sole responsibility of the Contractor.

### **SECTION 5 - WHMIS**

- (1) The Contractor shall comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.

### **SECTION 6 - DRAINAGE**

- (1) The Contractor shall not pump water containing suspended materials into waterways, sewers or drainage systems. The Contractor shall be solely responsible for the control, disposal or runoff of water containing suspended materials or other harmful substances in accordance with these specifications, and local authority requirements. The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and the site free from water.
- (2) The Contractor shall install and maintain sediment control devices as indicated on the Contract Drawing and as directed by the Engineer.

### **SECTION 7 - PROTECTION OF VEGETATION**

- (1) The Contractor shall exercise the utmost caution to ensure that existing trees and plants on-site and on adjacent properties are not damaged or disturbed unless noted otherwise in the Removals Special Provisions of this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site. No trees or shrubs shall be removed without the approval of the Engineer.

### **SECTION 8 - DUST CONTROL**

- (1) The Contractor will be solely responsible for controlling dust nuisance resulting from his operations, both on the site and within adjacent rights-of-way.
- (2) Water and calcium chloride shall be applied to areas on or adjacent to the site as authorized by the Engineer as being necessary and unavoidable for the prevention of dust nuisance or hazard to the public. No payment will be made for dust control unless otherwise specified in the Special Provisions.

### **SECTION 9 - RESTRICTIONS FOR IN-WATER WORKS**

- (1) The Contractor shall only perform in-water works during times when conditions permit reasonable production rates to be achieved. The Contractor shall be required to adopt good housekeeping practices that minimize disturbance to the site and the adjacent waterway.

- (2) The Contractor shall note that this Project is subject to approval from the Essex Region Conservation Authority and as such, any possible turbidity caused by the construction of shore protection works is of key importance.
- (3) The Contractor shall minimize the turbidity (sedimentation) produced by any in-water works construction or operations. The Contractor will be ordered to cease operations if, in the opinion of the Engineer or authorities having jurisdiction, the in-water work is producing unacceptable amounts of turbidity in the waterway. Based on this, the Contractor shall either adjust his operation(s) to produce lower turbidity levels, wait for more favourable conditions before operations will be allowed to continue, or undertake approved mitigating measures (e.g. sediment control, etc.). All costs associated with the above will be the sole responsibility of the Contractor, and no claims for extras or delays will be considered.

## **SECTION 10 - FISH HABITAT**

No work shall be undertaken when there is likelihood of adverse effects on fish spawning or fish habitat in downstream waters. The Contractor shall implement the following measures to avoid causing harm to fish and fish habitat:

### **10.1 - Site Selection**

- (1) Design and plan activities and works in the water body such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- (2) Design and construct approaches to the water body such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- (3) Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.

### **10.2 - Standard Practices**

- (1) Work will not be conducted at times when flows are elevated due to local rain events, storms or seasonal floods. Construct the work 'in the dry' and cut only trees necessary to do the work (no clear-cutting) and as specified in the Construction Specifications. All disturbed areas and all disturbed soils on both banks and within the channel, including spoil, must be stabilized immediately, and upon completion of work returned to a pre-disturbed state or better as soon as conditions allow.

### **10.3 - Timing Windows**

- (1) For spring spawning fish in southwestern Ontario, The timing window for construction, is July 15 to March 15. This covers all warmwater fish species, which is the type of fish that will be found in essentially all the small watercourses and drains in southwestern Ontario. Do not carry out in-water work and any work affecting fish or fish habitat outside of the timing window without prior authorization from the appropriate authorities for emergency situations affecting public safety.

### **10.4 - Contaminant and Spill Management**

- (1) Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, poured concrete, or other chemicals do not enter the watercourse. All activities should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water.
- (2) Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- (3) Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

### **10.5 - Erosion and Sediment Control**

- (1) Develop and implement an 'Erosion and Sediment Control Plan' for the site that minimizes risk of sedimentation of the water body during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the water body or settling basin, and runoff water is clear. The plan should, where applicable, include:
  - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
  - Measures for managing water flowing into the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a water body. For example, pumping/diversion of water to a vegetation area, construction of a settling basin or other filtration system.
  - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, culvert work). To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and his/her contractors to ensure that sediment and erosion control measures are functioning properly and are maintained/upgraded as required.
  - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby water bodies to prevent re-entry.
  - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction. Repairs to erosion and sediment control measures and structures if damage occurs. Sediment in the barriers/traps must be removed and stabilized on land to prevent entry of sediment into the water. Removal of non-biodegradable erosion and sediment control materials once the site is stabilized.

**10.6 - Fish Protection**

- (1) Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- (2) Retain a qualified professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- (3) Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
- (4) Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish's swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.

**10.7 - Operation of Machinery**

- (1) Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species, and noxious weeds. Wash, refuel, and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
- (2) Whenever possible operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the water body.
- (3) To cross a municipal drain or watercourse, use the existing crossing structures within the designated working corridors or construct temporary crossing structures approved by the Engineer. Fording will not be permitted unless approved by the Engineer and carried out by the Contractor according to the requirements determined by the Engineer.

**10.8 - Culvert Work**

- (1) It is important to apply the relevant mitigation measures outlined above, to ensure that no deleterious materials reach fish habitat and that there are no detrimental impacts to physical fish habitat.
- (2) Existing culverts may be repaired, replaced, and removed, and debris may be removed from them, without contacting DFO. Important things to consider are:
  - the timing window, which will be July 15 to March 15 for almost 100% of projects;
  - that fish passage must not be obstructed;
  - that the channel cannot be realigned;
  - that culverts are designed for a minimum embedment of 10% below grade;
  - that new material placed below the high water mark must be properly stabilized and protected from erosion;
  - that the channel must not be narrowed; and
  - that work must be done when there is no flowing water.
- (3) It is best to time work when stream flows are at a minimum, but contingency measures should be in place in the event that a heavy rain occurs. Cofferdams or other features should be used above the area of construction and water above it should be pumped into the stream channel downstream of the construction. If the initial dewatering strands fish, they should be captured and placed downstream in the wetted area. It may be necessary to get a permit from MNRF to move the fish.

**SECTION 11 - ENDANGERED SPECIES ACT**

- (1) All work must comply with the current version of the Ontario Endangered Species Act, 2007, S.O. 2007, c.6; O. Reg.230/08: (Species at Risk In Ontario); and O. Reg. 242/08: (General).
- (2) The Municipality shall obtain the most current Endangered Species information available from MNRF and other sources. A designated persons employed by the Municipality will be responsible for reviewing habitat maps to determine if registration of prescribed activities or full review and approval by MNRF and other agencies is required.
- (3) Prior to the start of any construction activities, the Contractor shall meet with the Municipal Designate to obtain a copy of specific mitigation procedures for dealing with endangered species should they be encountered anytime during construction.

**RC SPENCER ASSOCIATES INC.**

Windsor, Leamington &amp; Chatham, Ontario

**APPENDIX 'C'**

**RECORD OF ON-SITE MEETINGS**



**5 November 2021**  
**File No. 21-1182**

**Town of Amherstburg**  
**271 Sandwich St. South**  
**Amherstburg, ON**  
**N9V 2A5**

**Attention: Mr. Shane McVitty, P.Eng.**  
**Drainage Superintendent & Engineering Coordinator**

**Re: Record of Virtual On-Site (Zoom) Meeting**  
**Held on 03 November 2021**  
**Deslippe Drain Culvert Replacement**

**Municipal Representatives:** Shane McVitty, P.Eng.  
Drainage Superintendent  
Town of Amherstburg

**Engineer's Representatives:** Shane Lafontaine, M.Eng., P.Eng., RC Spencer Associates Inc.  
Marvel Hormiz, P.Eng., RC Spencer Associates Inc.

**Remaining Attendees:**

- 1) Josh Mailloux
- 2) Mark Fishleigh
- 3) Randy Wismer
- 4) Rick Wismer

**Introduction:**

**Shane McVitty – Drainage Superintendent**

A request has been made for a replacement of a bridge on the Deslippe Drain under Section 78 of the Drainage Act. The request came from the owner of the property located at 5025 Concession Road 5 North (Josh Mailloux).

There have been concerns about the deteriorating condition of the access bridge. A recent inspection of the bridge revealed that the bridge is in very poor shape and showing signs of severe deterioration. The steel girders underneath the concrete deck are heavily corroded. Reinforcement bars on the underside of the concrete deck were also exposed in areas where spalling has occurred.

The subject access bridge forms part of the Deslippe Drain, which is a municipal drain in the Town of Amherstburg. The current drainage report does not provide the technical information required to complete the bridge replacement. Council has appointed an engineer to complete an engineering report under Section 78 of the Drainage Act. Under the Drainage Act, improvements or installation of a

new access bridge requires an engineer to complete a drainage report that would provide design, technical details and cost estimate including the breakdown of the costs as assessments.

Shane Lafontaine of RC Spencer Associates Inc. is the Engineer of Record. They have been appointed by Council on 7 September 2021 to complete a drainage report under Section 78 of the Drainage Act for the replacement of this existing bridge.

The first step of the process under the Drainage Act is the on-site meeting. This is to notify the residents of the project and get the landowner feedback. As a result of the COVID-19 pandemic, public meetings have been completed through Zoom.

### **Shane Lafontaine – RC Spencer Associates Inc.**

There has been a request for a replacement of an existing access bridge over the Deslippe Drain. This request was made under Section 78 of the Drainage Act, which allows the Town to appoint an engineer to provide a report and engineering design of a replacement culvert.

There have been 12 reports on the Deslippe Drain from 1905 to 2006. The last report completed in 2006 was authored by B. D. Crozier. This report involved the replacement of a structure which consisted of a concrete deck bridge on steel beams. The replacement of this access culvert was assessed as Special Benefit for 50% of the cost to the owner and 50% as Outlet to the lands upstream that drain through it.

Similarly, the existing structure at 5025 Concession Road 5 North is a concrete deck bridge on steel beams that has deteriorated beyond repair. Since this is a replacement of a culvert that is part of the Deslippe Drain, the cost of the replacement will be a split between the owner and the lands upstream that drain through it. Normally, the split between the Special Benefit to the owner and Outlet Assessment to the upstream lands is in the order of 50/50.

The first step for a Section 78 request is to have this on-site meeting. After this meeting we will be completing a topographic survey and hydraulic analysis to size the replacement culvert. We will also compose a report along with engineering drawings for this work, which will be distributed to all the landowners upstream of this culvert.

The next step after the report has been finalized and distributed to all the homeowners is to have a Consideration Meeting where Council considers the report. After 30 days, there will be a Court of Revision meeting where landowners will be able to appeal their assessment if they disagree with them. If landowners are still not satisfied with the decisions made, there is another 30-day period where a landowner can bring an appeal forward to the Drainage Tribunal.

### **Shane McVitty – Drainage Superintendent**

Mr. McVitty showed photos of the subject bridge to show the extent of the deterioration that has occurred over time.

Mr. McVitty indicated that since there are multiple steps and meetings that must happen through the Drainage Act, he would like to move this project along as quickly as possible. This can be done through Section 124 of the Drainage Act by applying to the Minister at OMAFRA. This would essentially involve writing a letter to the Minister indicating why the project needs to be completed including reasons of why it is an emergency. If we were to receive the permission to complete the work under Section 124,

the Council could authorize emergency work before obtaining and adopting an engineer's report.

**Comments and Requests of Owners in Attendance:**

**1. Josh Mailloux – 5025 Concession Road 5 North**

Mr. Mailloux indicated that there is no other way to access his home other than this bridge. The other access that is located on Alma Street is far from the home and would require crossing the farm field for access to the home. It has become very unsafe turning in and out of the driveway.

Mr. Mailloux asked if the estimate of the replacement would be known if the project was done as an emergency. He understands that the assessment breakdown would not be known until the final report is submitted.

Mr. Mailloux also indicated that the tree adjacent to the access bridge can be taken down if required.

**2. Mark Fishleigh – County of Essex**

Mr. Fishleigh had no objections or questions to the project.

**3. Randy Wismer and Rick Wismer**

Randy and Rick Wismer had no objections or questions to the project.



**18 April 2022**  
**File No. 21-1182**

**Town of Amherstburg**  
**271 Sandwich St. South**  
**Amherstburg, ON**  
**N9V 2A5**

**Attention: Mr. Shane McVitty, P.Eng.**  
**Drainage Superintendent & Engineering Coordinator**

**Re: Record of 2<sup>nd</sup> On-Site Meeting**  
**Held on 12 April 2022 at 9:00AM**  
**Deslippe Drain Culvert Replacement**

**Engineer's Representatives:** Shane Lafontaine, M.Eng., P.Eng., RC Spencer Associates Inc.

**Remaining Attendees:**

- 1) Teila Teves
- 2) Ryan Teves (by phone)
- 3) Josh Mailloux
- 4) Michael Mailloux
- 5) Mark Fishleigh
- 6) Ron McGuire

**Introduction:**

**Shane Lafontaine – RC Spencer Associates Inc.**

An initial request was made for a replacement of a bridge on the Deslippe Drain under Section 78 of the Drainage Act. The request came from the owner of the property located at 5025 Concession Road 5 North (Josh Mailloux). Town Council decided to appoint an engineer to provide a report and engineering design of a replacement culvert under Section 78.

The on-site meeting was conducted 3 November 2021. RC Spencer completed a topographic survey and hydraulic analysis to size the replacement culvert. Under Section 124 of the Drainage Act, with approval of the Minister at OMAFRA, this culvert was replaced as an emergency repair on 4 January 2022.

An additional request has been made for a replacement of a bridge on the Deslippe Drain under Section 78 of the Drainage Act. The request came from the owner of the property located at 6095 Concession Road 6 South (Ryan Teves).

Upon inspection of this structure, the Town also made note that the bridge to the immediate north of this one (6087 Concession Road 6 South) is also in a deteriorated condition and feel that it could also be

replaced at this time. This will be discussed with the owner and may be included in the scope of this report.

There have been 12 reports on the Deslippe Drain from 1905 to 2006. The last report done was one in 2006 authored by B. D. Crozier. This report involved the replacement of a structure which consisted of a concrete deck bridge on steel beams. The replacement of this access culvert was assessed as Special Benefit for 50% of the cost to the owner and 50% as Outlet to the lands upstream that drain through it.

The existing structure has deteriorated beyond repair. Since this is a replacement of a culvert that is part of the Deslippe Drain, the cost of the replacement will be a split between the owner and the lands upstream that drain through it. Normally the split between the Special Benefit to the owner and Outlet Assessment to the upstream lands is in the order of 50/50.

The first step for a Section 78 request is to have this on-site meeting. After this meeting we will be completing a topographic survey and hydraulic analysis to size the replacement culvert. We will also compose a report along with engineering drawings for this work, which will be distributed to all the landowners upstream of this culvert.

The next step after the report has been finalized and distributed to all the homeowners is to have a Consideration Meeting where Council adopts the report. After 30 days there will be a Court of Revision meeting where landowners will be able to appeal their assessment if they disagree with them. If landowners are still not satisfied with the decisions made, there is another 30-day period where a landowner can bring an appeal forward to the Drainage Tribunal.

### **Comments and Requests of Owners in Attendance:**

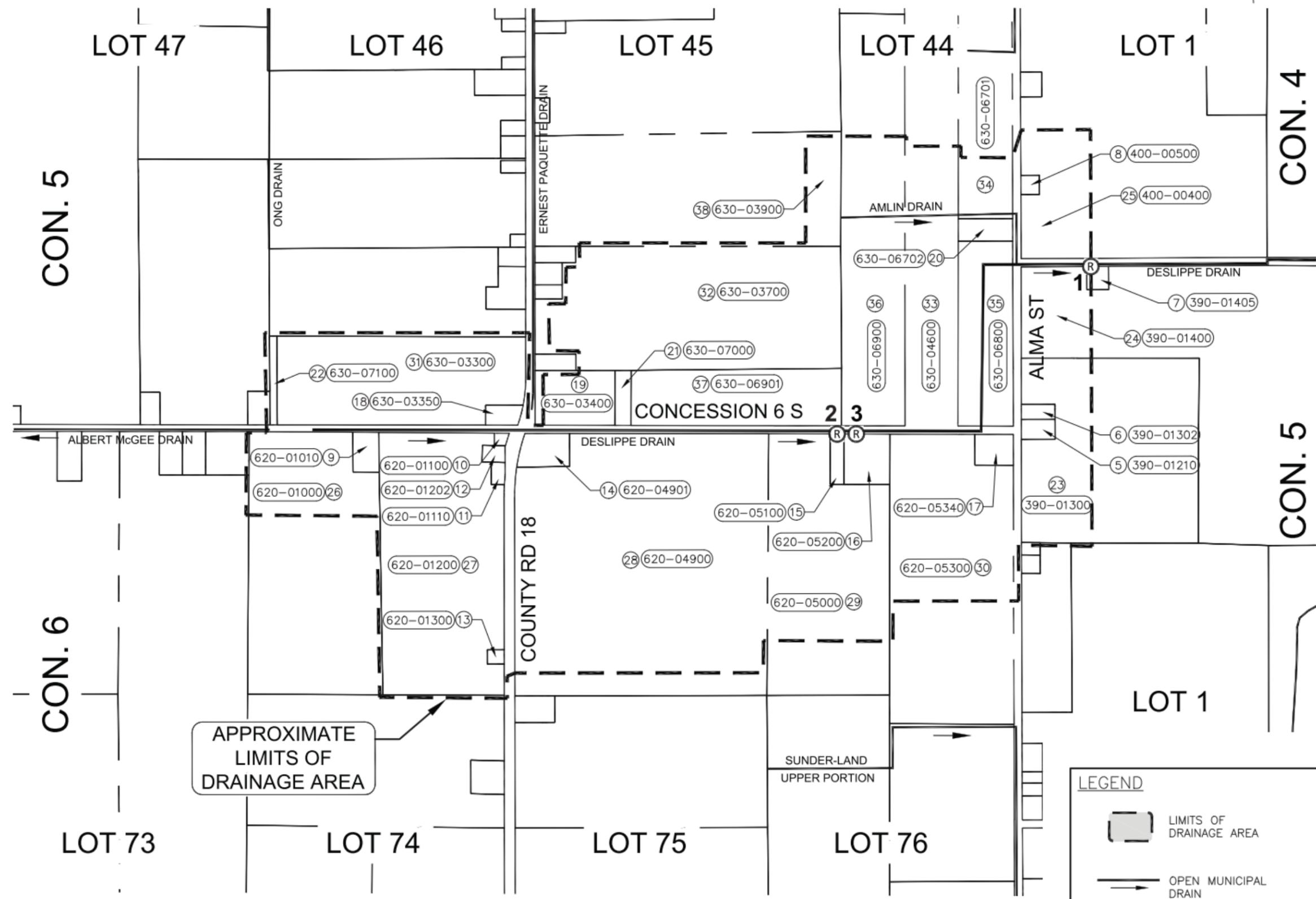
#### **1. Ryan Teves – 6095 Concession Road 6 South**

Mr. Teves indicated that he would potentially like to extend the culvert further south away from the hydro pole.

Response: There is a standard top width of 6.0m that is eligible for cost sharing with the upstream landowners. Any extension beyond this length will be paid for as a Special Benefit with 100% of the additional cost assessed to the culvert owner.

Mr. Teves asked what portion of the culvert replacement cost he would be responsible for paying.

Response: Normally the split between the Special Benefit to the owner and Outlet Assessment to the upstream lands is in the order of 50/50. The Engineer must use their judgement in order to be fair to all landowners.



APPROXIMATE  
LIMITS OF  
DRAINAGE AREA

**LEGEND**

- LIMITS OF DRAINAGE AREA
- OPEN MUNICIPAL DRAIN
- CULVERT REPLACEMENT

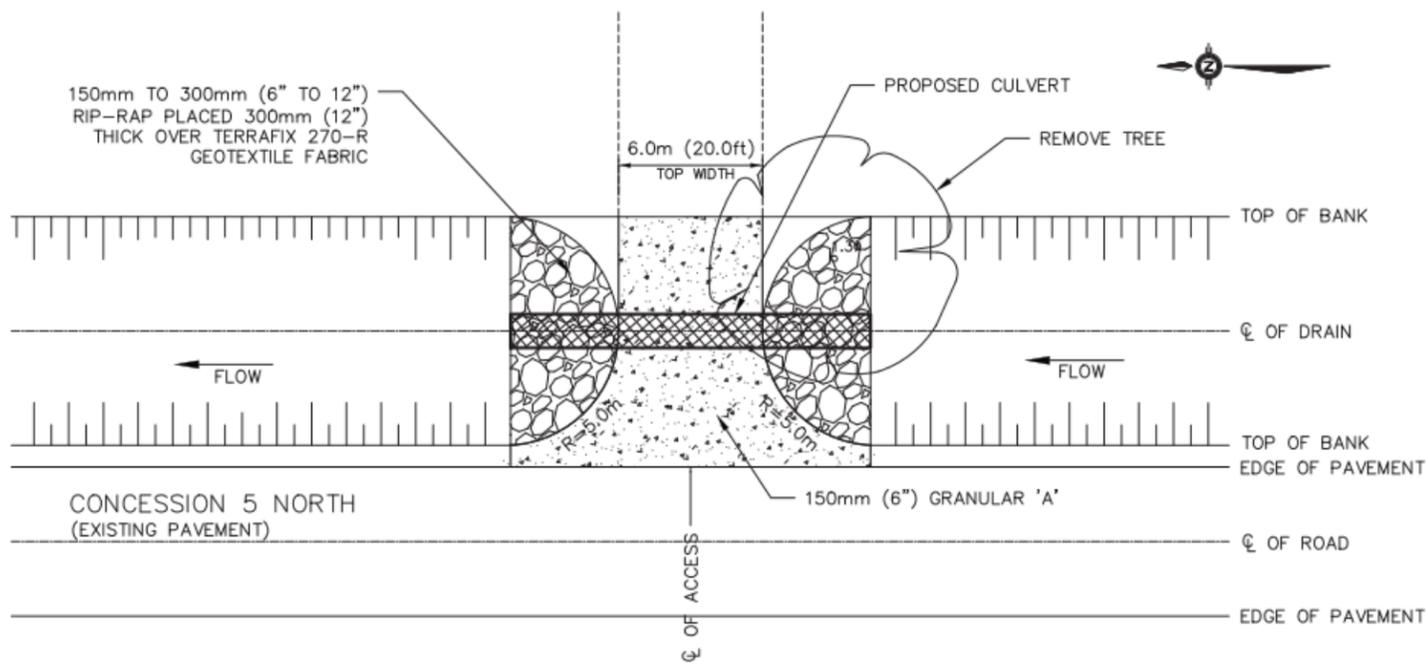


**MC SPENCER ASSOCIATES INC.**  
Consulting Engineers

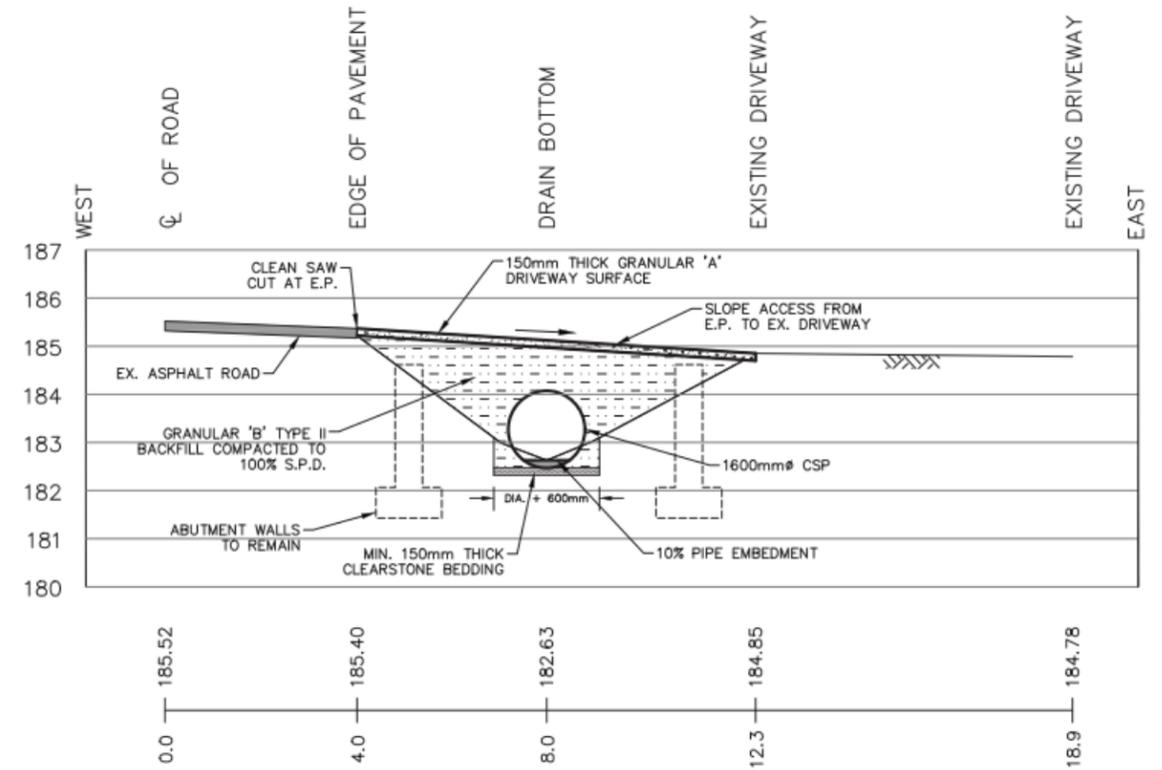
Windsor: 800 University Ave. W., Windsor, ON N9A 5B4  
London: 18 Talbot St. W., London, ON N6H 1M4  
Chatham-Kent: 41 King St. S., Chatham, ON N7M 2G6

Professional Engineers  
Ontario

DESIGN	M.M.H.	DESLIPE DRAIN CULVERT REPLACEMENTS	PROJECT NO.	21-1182
CHECKED	S.M.L.		SHEET NO.	1
DRAWN	M.M.H.	<b>DRAINAGE AREA PLAN</b>	OF	4
CHECKED	S.M.L.			
DATE	MAR 2024			
SCALE	1:10,000			

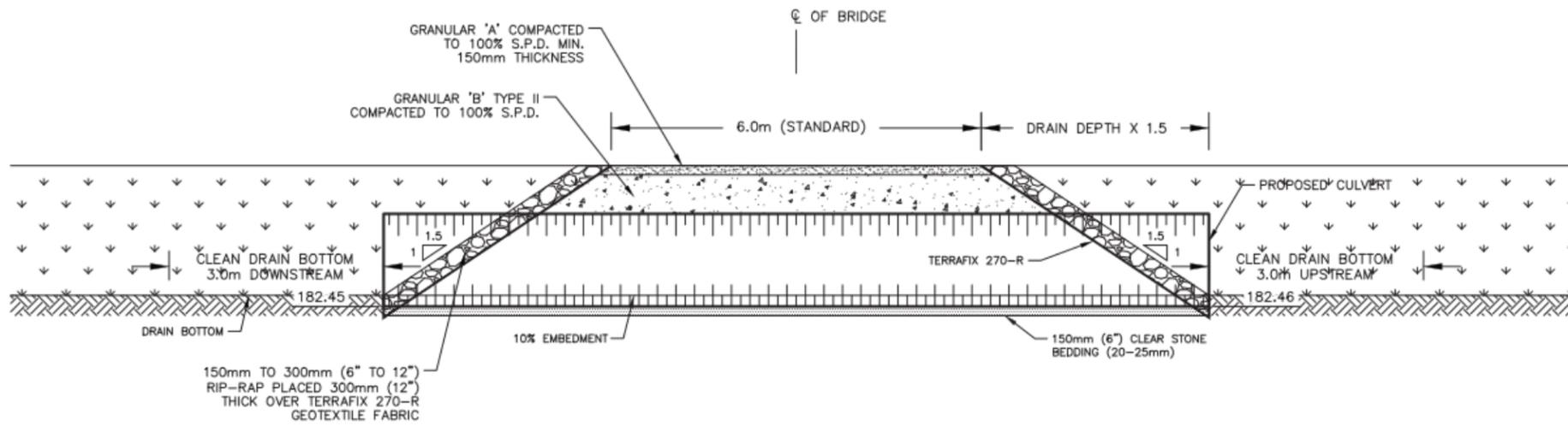


PLAN VIEW  
NOT TO SCALE



CROSS-SECTION DETAIL

1:150



LONGITUDINAL SECTION (TYPICAL)  
NOT TO SCALE

PROPOSED CULVERT SPECIFICATIONS CULVERT NO. 1 – PARCEL NO. 7	
PIPE SIZE	1600mm DIAMETER
PIPE LENGTH	14.0m
DRIVABLE TOP WIDTH	6.0m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE
UPSTREAM PIPE INVERT	182.46
DOWNSTREAM PIPE INVERT	182.45
PIPE GRADE	0.09%



SITE BENCHMARK:  
TOP OF OPERATING NUT ON FIRE HYDRANT  
LOCATED ON THE WEST SIDE OF CONCESSION 5  
NORTH, APPROXIMATELY 75m NORTH OF THE  
RESIDENTIAL ACCESS REPLACEMENT.

ELEV= 185.54

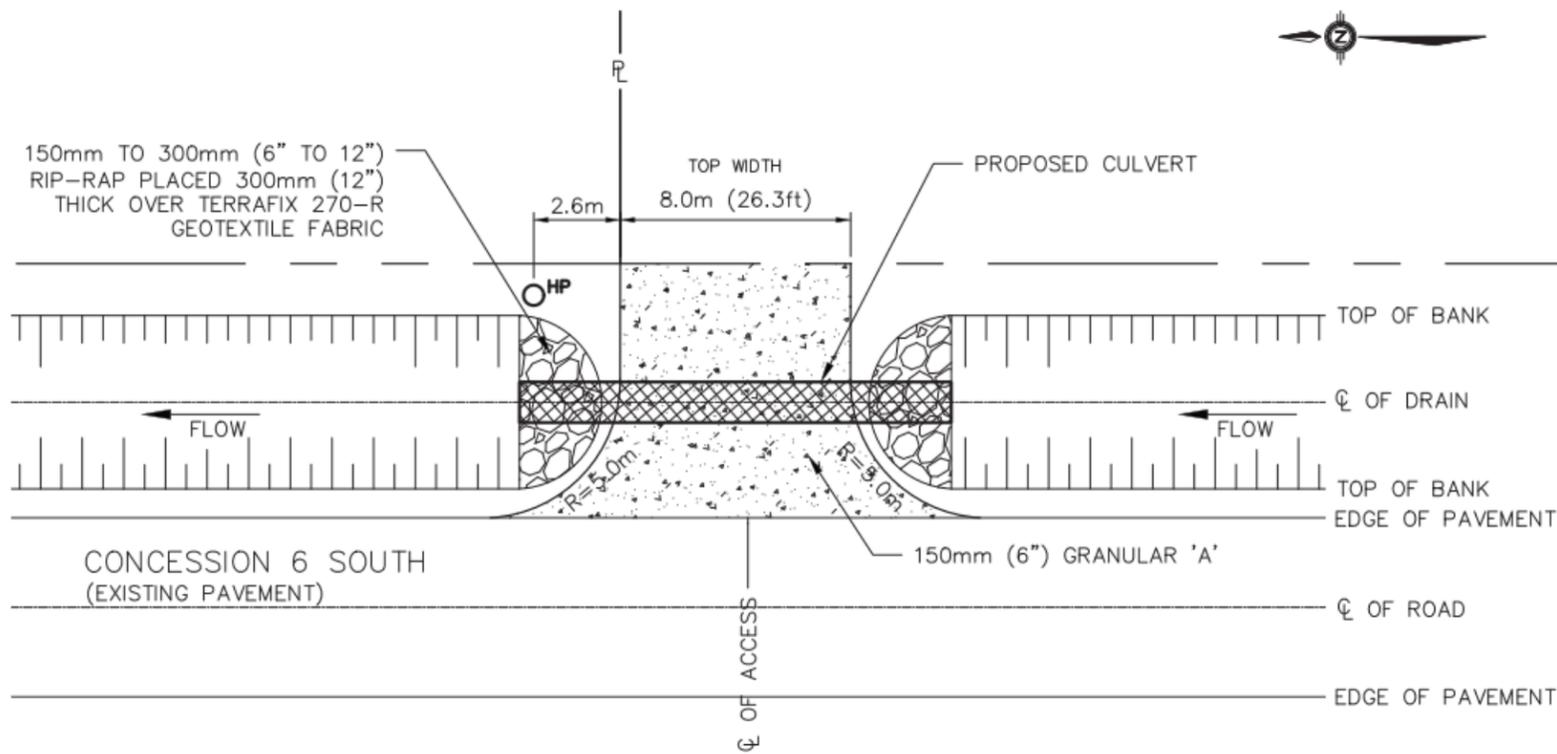


DESIGN M.M.H.  
CHECKED S.M.L.  
DRAWN M.M.H.  
CHECKED S.M.L.  
DATE MAR 2024  
SCALE AS SHOWN

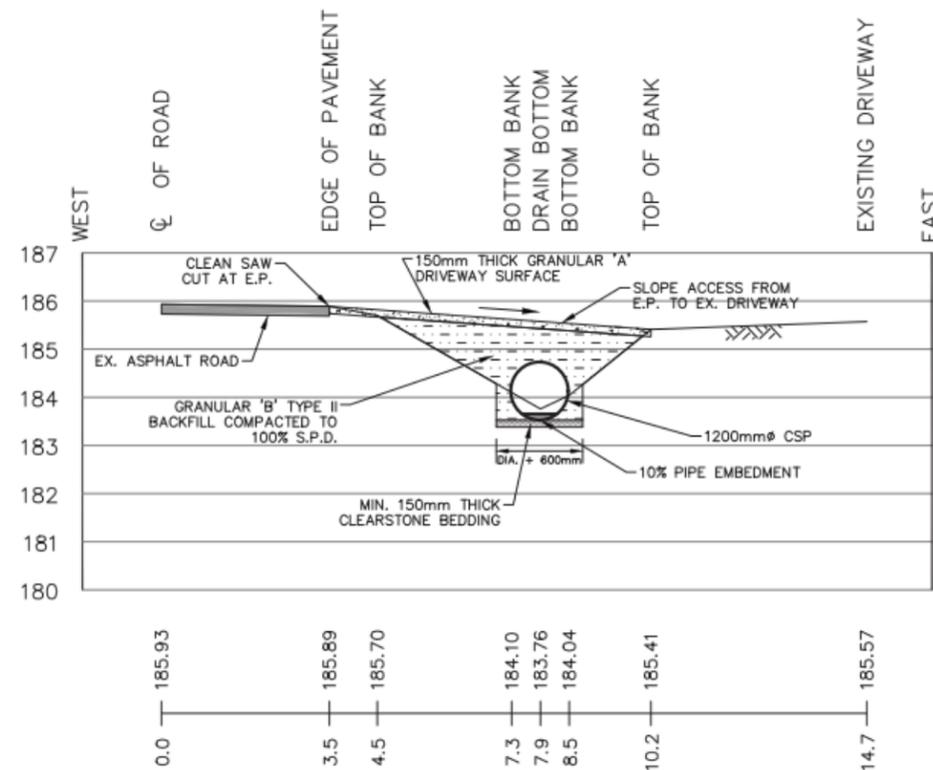
DESPLIPPE DRAIN CULVERT REPLACEMENTS

PARCEL NO. 7 CULVERT  
REPLACEMENT DETAILS

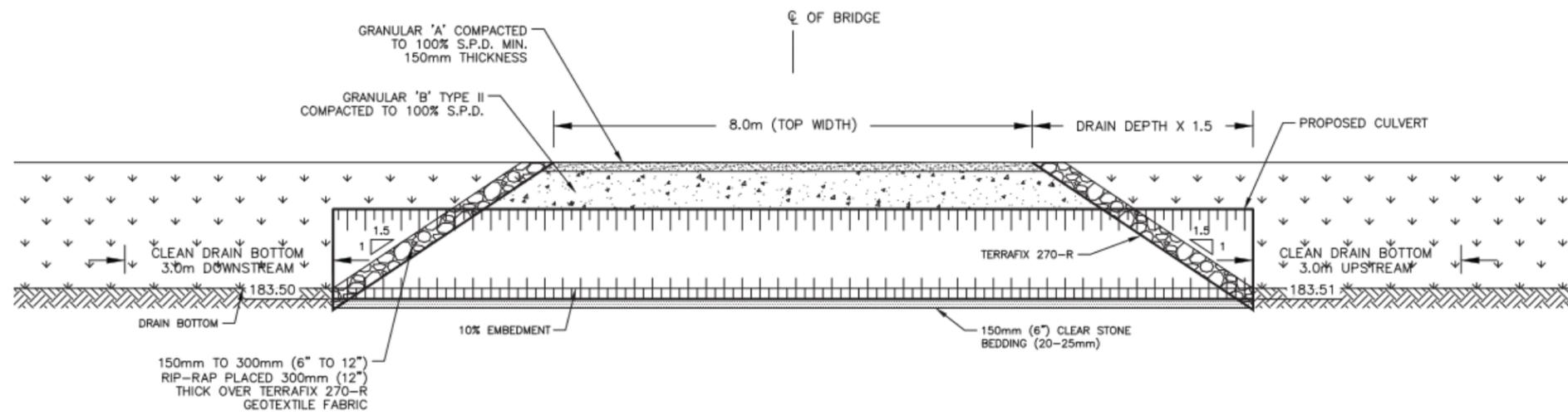
PROJECT NO.  
21-1182  
SHEET NO.  
2  
OF  
4



PLAN VIEW  
NOT TO SCALE



CROSS-SECTION DETAIL  
1:150



LONGITUDINAL SECTION (TYPICAL)  
NOT TO SCALE

PROPOSED CULVERT SPECIFICATIONS CULVERT NO. 2 – PARCEL NO. 15	
PIPE SIZE	1200mm DIAMETER
PIPE LENGTH	15.0m
DRIVABLE TOP WIDTH	8.0m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE
UPSTREAM PIPE INVERT	183.51
DOWNSTREAM PIPE INVERT	183.50
PIPE GRADE	0.1%

SITE BENCHMARK:  
NAIL IN HYDRO POLE FRONTING PARCEL ON WEST SIDE OF 6TH CONCESSION SOUTH. ELEV= 185.54

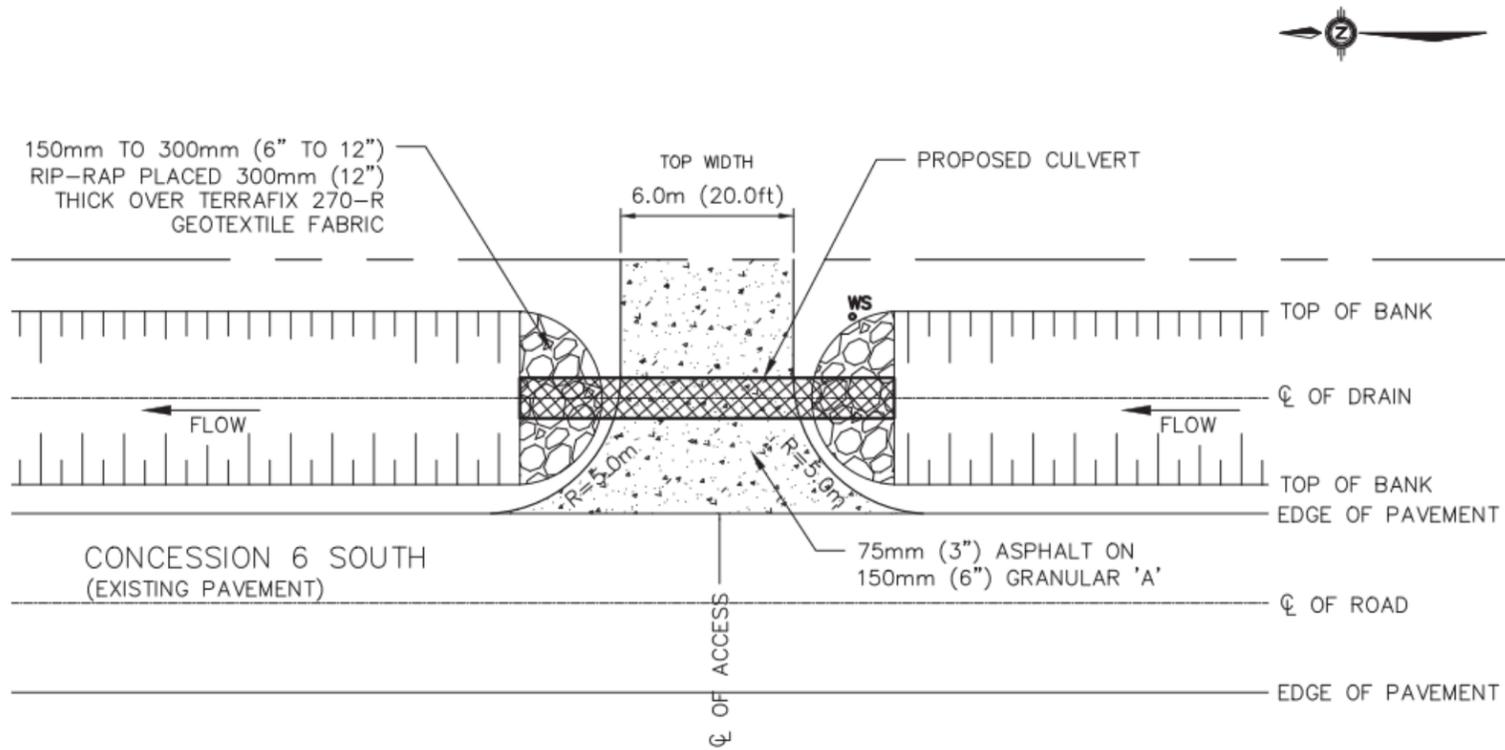


DESIGN M.M.H.  
CHECKED S.M.L.  
DRAWN M.M.H.  
CHECKED S.M.L.  
DATE MAR 2024  
SCALE AS SHOWN

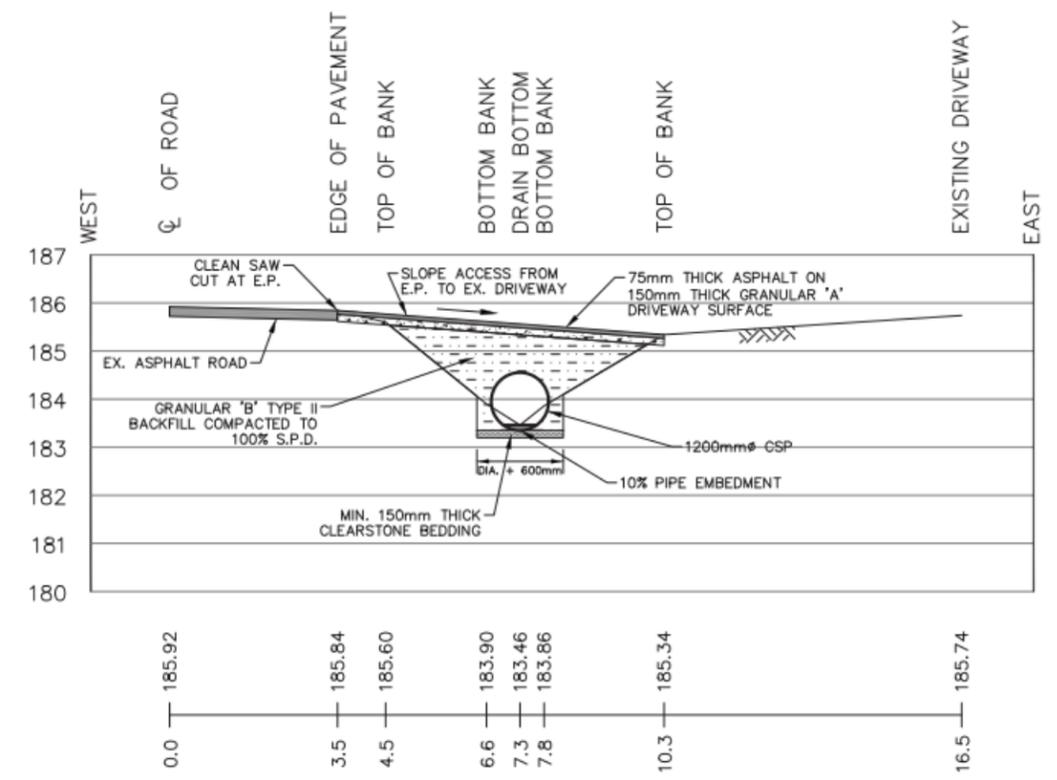
DESLOPPE DRAIN CULVERT REPLACEMENTS

PARCEL NO. 15 CULVERT  
REPLACEMENT DETAILS

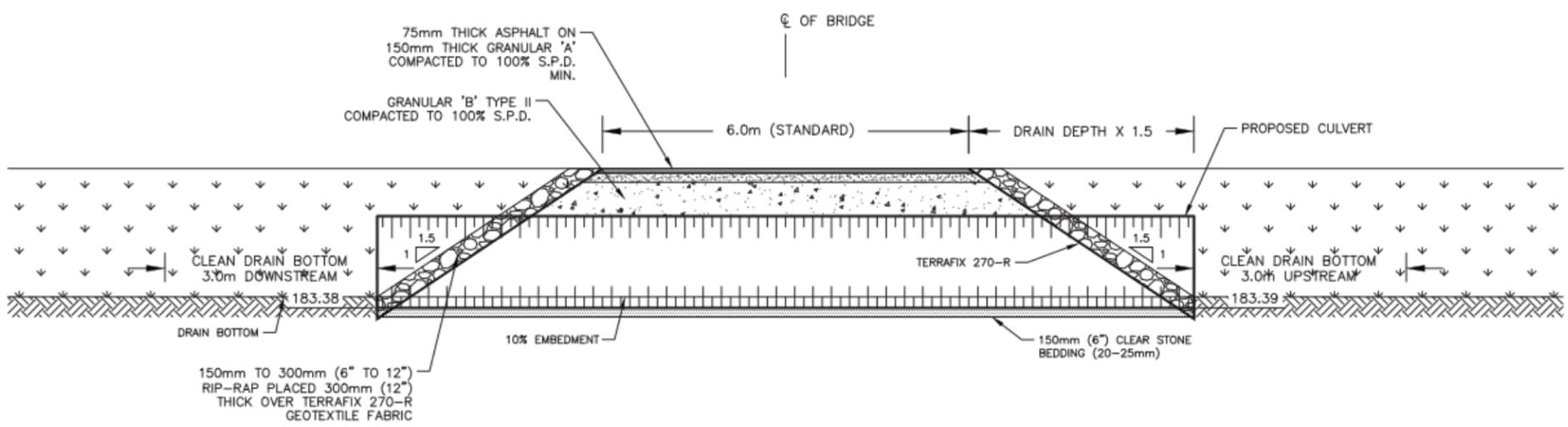
PROJECT NO.  
21-1182  
SHEET NO.  
3  
OF  
4



PLAN VIEW  
NOT TO SCALE



CROSS-SECTION DETAIL  
1:150



LONGITUDINAL SECTION (TYPICAL)  
NOT TO SCALE

PROPOSED CULVERT SPECIFICATIONS CULVERT NO. 3 – PARCEL NO. 16	
PIPE SIZE	1200mm DIAMETER
PIPE LENGTH	13.0m
DRIVABLE TOP WIDTH	6.0m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE
UPSTREAM PIPE INVERT	183.39
DOWNSTREAM PIPE INVERT	183.38
PIPE GRADE	0.1%



SITE BENCHMARK:  
NAIL IN HYDRO POLE FRONTING PARCEL ON WEST SIDE OF 6TH CONCESSION SOUTH. ELEV= 185.54



DESIGN	M.M.H.
CHECKED	S.M.L.
DRAWN	M.M.H.
CHECKED	S.M.L.
DATE	MAR 2024
SCALE	AS SHOWN

DESPLIPPE DRAIN CULVERT REPLACEMENTS

**PARCEL NO. 16 CULVERT REPLACEMENT DETAILS**

PROJECT NO.	21-1182
SHEET NO.	4
OF	4

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2024-020**

**By-law to provide for the Replacement of Access Culverts Over the Deslippe Drain report of Shane Lafontaine, P.Eng of RC Spencer Associates Inc.**

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**WHEREAS** a request for improvement on the Deslippe 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 improvements to the Deslippe Drain under Section 78 of the Drainage Act;

**WHEREAS** Council of the Corporation of the Town of Amherstburg has authorized the firm of RC Spencer Associates Inc., to prepare a report, and at the meeting to consider on March 5, 2024, the Drainage Board referred the report back to the engineer for reconsideration. The said revised engineer's report dated March 7, 2024 entitled Replacement of Access Culverts Over the Deslippe Drain can be referenced as Schedule A, as attached hereto;

**WHEREAS** \$129,460.00 is the estimated cost provided for the new the drainage works;

**AND WHEREAS** the report was considered by the Amherstburg Drainage Board at the meeting held on April 4, 2024.

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

**1. AUTHORIZATION**

The attached drainage 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 \$129,460.00 being the estimated 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 22<sup>nd</sup> day of April, 2024.

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MAYOR – MICHAEL PRUE

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CLERK – KEVIN FOX

Read a third time and finally passed this \_\_\_ day of \_\_\_\_\_, 2024.

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MAYOR – MICHAEL PRUE

---

CLERK – KEVIN FOX



**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**OFFICE OF ENGINEERING AND PUBLIC WORKS**

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

<b>Author's Name: Sam Paglia</b>	<b>Report Date: March 18, 2024</b>
<b>Author's Phone: 519 736-3664 ext. 2318</b>	<b>Date to Drainage Board: April 4, 2024</b>
<b>Author's E-mail: <a href="mailto:spaglia@amherstburg.ca">spaglia@amherstburg.ca</a></b>	<b>Resolution #: N/A</b>

**To: Members of the Drainage Board**

**Subject: Concession 3 North Drain – Engineering Appointment**

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**1. RECOMMENDATION:**

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated March 18, 2024 regarding the Concession 3 North Drain – Engineering Appointment **BE RECEIVED**;
2. The Drainage Board recommend that Council **ACCEPT** the request from the landowner(s) for improvements to the Concession 3 North Drain drainage system as per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend that the appointment of Gerard Rood of Rood Engineering Inc., to examination and report on the repair and improvement to the Concession 3 North Drain drainage system **BE APPROVED** by Council.

**2. BACKGROUND:**

The Concession 3 North drainage system was first petitioned for in 1970, and remains the governing report for the entire drain. Subsequent reports and bylaws exist for various culvert replacements in 1989, 1992, 2015 and the most recent in 2021. This request is for the replacement of a culvert at two locations. As the Town only has the authority to replace culverts “like for like”, we are being pro-active and not only support the current requests, we will ask that the engineer complete a report to update the governing report on the entire drain and provide updated schedules of assessment for

the construction of the works, for future maintenance of the works, and a cost sharing mechanism for the culverts on the drain.

The Town received a request for maintenance on March 13, 2023 for the drain and to repair bank failures along the drain. The Town has since performed this work and it makes up part of our 2023 maintenance grant application and levying works. This landowner also requested that a failing culvert be repaired or replaced.

A desktop review and a video of the culvert revealed that there is a need to repair this culvert. This culvert however is a shared culvert and the current report does not provide a cost sharing mechanism for upstream lands on the sharing of cost on this culvert.

Subsequently, in January 2024 the Town received a request for Improvement for a lawn enclosure. This requires a Section 78 report by an engineer.

To be pro-active, the Town is appointing an engineer to satisfy the request for an enclosure as required, but will also ensure that the request from 2023 is resolved and a cost sharing mechanism is in place for all culverts on the drain in an updated engineers report on the entire drainage system.

### **3. DISCUSSION:**

The current bylaw does not provide a mechanism to install a culvert and fairly assess lands for the required improvement without updating the engineers report appended to the bylaw. The examining engineer in developing recommendations will include in the report, the improvement request, and any future culvert sharing, along with an examination of the entire drainage system and improvements required to bring the system to its functional design. The Engineer during their examination may also include culvert replacements required or any other improvements necessary to bring the bylaw to its current reflection of the watershed needs and for the benefit of all of the users of the system including the Town for its roads.

### **4. RISK ANALYSIS:**

It is Council's responsibility to maintain and repair Municipal Drains and in doing so, must also maintain the Engineers report that are appended to each By-law for the respective Municipal Drains. For the benefit of all lands including the Town, the current engineers report on the Concession 3 North Drain does not include a lawn enclosure at the location of the 2024 request and does not provide for future maintenance of the enclosure or multiple culverts on the system. There are several culverts that were installed in the 1980 report and it is likely that they will need examination and future maintenance provisions as well.

### **5. FINANCIAL MATTERS:**

The financial implications will be determined by the appointed engineer and will be provided in the schedule of assessment within the engineer's drainage report for the improvements to the Concession 3 North Drain. Typically, under a request for

improvement, the requesting landowner is liable for 100% of the cost to design and produce the updated report as it relates to the construction of the improvement. Upstream lands are involved in the process as these lands may pay for future maintenance and repair of the added improvements, and perhaps anything deemed necessary downstream of the request as the case may be.

The Town is currently assessed for its roads within the watershed for approximately 19% of the works on the drain notwithstanding any cost to culvert sharing. Although these ratios can be change under a report by an engineer, all of the affected upstream lands in the watershed share the cost of a project in the ratios set out in the report by the appointed engineer that are directly related to the maintenance and repair of the drain and all landowners including the Town have appeal rights on those assessments.

6. **CONSULTATIONS:**

N/A

7. **CONCLUSION:**

Administration is recommending that the appointment of the firm of Rood Engineering inc., for the Repair and Improvement to the Concession 3 North Drain drainage system, be brought to the next available Regular Council meeting for Council's consideration pursuant to the provisions of the Drainage Act.



---

Sam Paglia, P.Eng.,  
**Drainage Superintendent and  
Engineering Coordinator**

**Attachment(s):**

- Request for Improvement received.



# The Corporation of The Town of Amherstburg

## MAJOR IMPROVEMENT of a MUNICIPAL DRAIN

(Section 78 (1.1) of the Ontario Drainage Act)

FROM: James and Sonja Gignac

DRAIN: 3rd. Con. Drain North.

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I/We, as owner of land affected, request that the above mentioned drain be improved.

a)  Repair/Improvements upon Examination and Report of Engineer (Section 78)

b)  New Access <sup>Enclosure</sup> ~~Bridge~~ Section 78 (1.1)

Residential Bridge

Agricultural Bridge

The work being requested is (check all appropriate boxes):

- Changes the course of drainage works;
- Making a new outlet for the whole or any part of the drainage works;
- Constructing a tile under the bed of the whole or any part of the drainage works;
- Constructing, reconstructing or extending bridges or culverts;
- Extending the drainage works to an outlet;
- Improving or altering the drainage works if the drainage works is located on more than one property;
- Covering all or part of the drainage works;
- Consolidating two or more drainage works; and/or
- Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a major improvement.

Provide a more specific description of the proposed drain major improvement you are requesting.

Requesting a lawn enclosure

### Property Owners

- Your municipal property tax bill will provide the property description and parcel roll number.
- In Rural areas, the property description should be in the form of (part), lot, concession and civic address.
- In Urban areas, the property description should be in the form of street address and lot and plan number, if available.

PROPERTY DESCRIPTION <u>Address 3979 Con. 3 N.</u>	
GEOGRAPHIC TOWNSHIP <u>Anderdon</u>	PARCEL ROLL NUMBER 

If the property is owned in partnership, all partners must be listed. If the property is owned by a Corporation, list the Corporation's name and the name and corporate position of the authorized officer. **ONLY THE OWNER OF THE PROPERTY MAY REQUEST A DRAIN IMPROVEMENT.**

Please select the ownership Type and complete the applicable information box below;

- **SOLE OWNERSHIP:** If the land is owned solely by you, please complete the following

Owner Name: (Last, First)	Signature:	Date: (yyyy/mm/dd)
<b>Enter the mailing address</b>		
Unit Number:	Street Number:	Street Name:
City/Town:	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address: (optional)

- **PARTNERSHIP:** If the land is owned by a Partnership, please complete the following

Names of Owners: (Last, First)	Signature:	Date: (yyyy/mm/dd)
Gignac SONJA Eva	SONJA EVA GIGNAC	2024-01-26
Gignac James Joseph.	JAMES JOSEPH GIGNAC	2024-01-26
<b>Enter mailing address and primary contact information</b>		
Last Name: GIGNAC	First Name: JAMES	
Unit Number:	Street Number:	Street Name: Con 3 NORTH
City/Town: Amherstburg	Province: ON	Postal Code: N9V2Y9
Telephone Number:	Cell phone:	Email address: (optional)

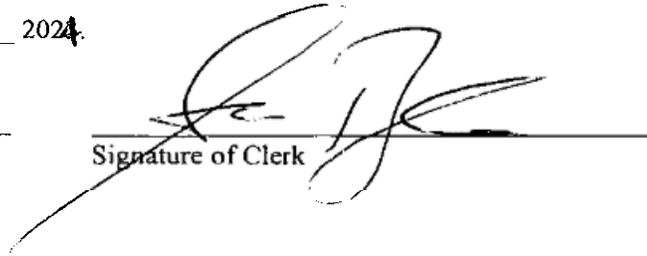
- **CORPORATION:** If the land is owned by a Corporation, please complete the following

Name of Signing Officer: (Last, First)	Name of Corporation:	
I have the authority to bind the Corporation. Signature:	Position Title:	Date: (yyyy/mm/dd)
<b>Enter the mailing address of the primary contact</b>		
(Name, Last):	(Name, First):	
Unit Number:	Street Number:	Street Name:
City/Town	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address (optional)

*To be completed by the Clerk of the Corporation of the Town of Amherstburg.*

Notice filed this 26 day of January 2024.

PAGLIA SAM  
Name of Clerk: (Last, First)

  
Signature of Clerk



# The Corporation of The Town of Amherstburg

## NOTICE OF REQUEST FOR DRAIN MAINTENANCE AND/OR REPAIR

(Section 74, 79(1) of the Ontario Drainage Act, R.S.O. 1990, C.D.17, subs 79(1))

**FROM:** Richard Bastien

**DRAIN:** 3rd Concession Road Drain North

In accordance with section 74 and 79(1) of the *Drainage Act*, take notice that I/We, as persons affected by the above mentioned drain, request that the drain be maintained and/or repaired.

Provide a more specific description of the proposed drain major improvement you are requesting.  
surface drainage has created bank failures at approximately 5 locations.

### Property Owners

- Your municipal property tax bill will provide the property description and parcel roll number.
- In Rural areas, the property description should be in the form of (part), lot, concession and civic address.
- In Urban areas, the property description should be in the form of street address and lot and plan number, if available.

PROPERTY DESCRIPTION	ANDERDON CON # PT LOT 13	
GEOGRAPHIC TOWNSHIP	ANDERDON	PARCEL ROLL NUMBER
		[REDACTED]

If the property is owned in partnership, all partners must be listed. If the property is owned by a Corporation, list the Corporation's name and the name and corporate position of the authorized officer. **ONLY THE OWNER OF THE PROPERTY MAY REQUEST A DRAIN IMPROVEMENT.**

Please select the ownership Type and complete the applicable information box below;

- **SOLE OWNERSHIP:** If the land is owned solely by you, please complete the following

Owner Name: (Last, First)	Signature:	Date: (yyyy/mm/dd)
Bastien, Richard		2023/05/16
<b>Enter the mailing address</b>		
Unit Number:	Street Number:	Street Name:
	[REDACTED]	Conc. 3 N RR4
City/Town:	Province:	Postal Code:
Amherstburg	ON	N9V 2Y9
Telephone Number:	Cell phone:	Email address: (optional)
	[REDACTED]	[REDACTED]

- **PARTNERSHIP: If the land is owned by a Partnership, please complete the following**

Names of Owners: (Last, First)	Signature:	Date: (yyyy/mm/dd)
<b><i>Enter mailing address and primary contact information</i></b>		
Last Name:	First Name:	
Unit Number:	Street Number:	Street Name:
City/Town:	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address: (optional)

- **CORPORATION: If the land is owned by a Corporation, please complete the following**

Name of Signing Officer: (Last, First)	Name of Corporation:	
I have the authority to bind the Corporation. Signature:	Position Title:	Date: (yyyy/mm/dd)
<b><i>Enter the mailing address of the primary contact</i></b>		
(Name , Last):	(Name, First):	
Unit Number:	Street Number:	Street Name:
City/Town	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address (optional)

*To be completed by the Clerk of the Corporation of the Town of*

**Amherstburg.** Notice filed this   17   day of   March   2023.

Giofu, Antonietta  
Name of Clerk: (Last, First)

per

  
Signature of Clerk



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

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

To: Members of the Drainage Board

Subject: Concession 4 Drain – Engineering Appointment

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Drainage Superintendent and Engineering Coordinator dated March 22, 2024 regarding the Concession 4 Drain – Engineering Appointment BE RECEIVED;
2. The Drainage Board recommend that Council ACCEPT the request from the landowner(s) for improvements to the Concession 4 Drain drainage system as per Section 78 of the Drainage Act; and,
3. The Drainage Board recommend the appointment of Josh Warner, P.Eng., of R. Dobbin Engineering Inc., to examination and report on the repair and improvement to the Concession 4 Drain drainage system BE APPROVED by Council.

2. BACKGROUND:

The Town received a request for maintenance in December 2023 to replace failed end walls on a access culvert to a residential parcel. The Superintendent, after a site visit, discovered that the culvert itself is failing an in need of replacement and that it could not be replaced "like for like" under maintenance as it would not provide the minimum vehicular top width. A Subsequent request for improvements was received to replace the culvert and end walls and provide the current provincial standard top width.

Furthermore, a second landowner reported a failing culvert on the drain. The Superintendent completed a visual inspection of several culverts and noted that there is the need to have an examination performed on the drain to bring the report up to date and accommodate the replacement of the aforementioned culverts and several other culverts that are in need of repair.

To support the need for an updated report, the current report does not provide a cost sharing mechanism for culvert replacements on the drain as it is dated prior to the requirement of engineers to include such cost sharing ratios in reports.

The current report on the entire drain is under By-law No, 2013, dated July 7, 1980 by written by William J. Settingington. Most of the existing culverts on the drain were installed under that report.

Subsequent reports and bylaws in 1995 (95-30) and 2013 (2013-071) focused on the replacement of the culvert under request. There is also one report and bylaw 2003-60 that provides for a retaining wall benefitting only one parcel on the drain.

### **3. DISCUSSION:**

The current bylaw does not provide a mechanism to install a culvert and fairly assess lands for the required improvement without updating the engineers report appended to the bylaw. The examining engineer in developing recommendations will include in the report, the improvement requests, and any current and future culvert sharing, along with an examination of the entire drainage system and improvements required to bring the system to its functional design. The Engineer during their examination may also include culvert replacements required or any other improvements necessary to bring the bylaw to its current reflection of the watershed needs and for the benefit of all of the users of the system including the Town for its roads.

### **4. RISK ANALYSIS:**

It is Council's responsibility to maintain and repair Municipal Drains and in doing so, must also maintain the Engineers report that are appended to each By-law for the respective Municipal Drains. For the benefit of all lands including the Town, the current engineers report on the Concession 4 South Drain does not provide for future cost sharing for multiple culverts on the system. Most of the existing culverts on the drain were installed in the 1980 report and it is likely that they will need examination and future maintenance provisions as well. From a pro-active approach, and to allocate the necessary funds more effectively and efficiently, the examining engineer will report on the entire drainage scheme to satisfy the requests and to update and provide a mechanism for the Town to recover costs fairly for these improvements as well as future maintenance on the drain.

### **5. FINANCIAL MATTERS:**

The financial implications will be determined by the appointed engineer and will be provided in the schedule of assessment within the engineer's drainage report for the

improvements to the Concession 4 Drain. Upstream lands are involved in the process as there lands are assessed for anything deemed necessary to carry stormwater safely to a sufficient outlet.

The Town is currently assessed for its roads within the watershed for approximately 11% of the works on the drain notwithstanding any cost toward culvert sharing.

Although these ratios can change under a report by an engineer, depending on the Benefit to the Roads, generally, all of the affected upstream lands and roads in the watershed share in the cost of a project in the ratios set out in the adopted report, and are afforded appeal rights through the drainage act process.

**6. CONSULTATIONS:**

ERCA has been notified under Section 6(1) and a response was obtained on March 21, 2024 that no environmental appraisal is required and that a review is necessary when the examining Engineer has produced a report, and that a permit will be required under Section 28 of the Conservation Authorities Act.

**7. CONCLUSION:**

Administration is recommending that the appointment of the firm of R. Dobbin Engineering Inc. for the Repair and Improvement to the Concession 4 Drain drainage system, be brought to the next available Regular Council meeting for Council's consideration pursuant to the provisions of the Drainage Act.



---

Sam Paglia, P.Eng.,  
**Drainage Superintendent and  
Engineering Coordinator**

**Attachment(s):**

- Request for Improvement received.



# The Corporation of The Town of Amherstburg

## MAJOR IMPROVEMENT of a MUNICIPAL DRAIN

(Section 78 (1.1) of the Ontario Drainage Act)

FROM:

Brian Kollin + Britni Gowd

DRAIN:

4<sup>th</sup> Concession Road Drain.

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I/We, as owner of land affected, request that the above mentioned drain be improved.

a)  Repair/Improvements upon Examination and Report of Engineer (Section 78)

b)  New Access Bridge Section 78 (1.1)

Residential Bridge

Agricultural Bridge

The work being requested is (check all appropriate boxes):

- Changes the course of drainage works;
- Making a new outlet for the whole or any part of the drainage works;
- Constructing a tile under the bed of the whole or any part of the drainage works;
- Constructing, reconstructing or extending bridges or culverts;
- Extending the drainage works to an outlet;
- Improving or altering the drainage works if the drainage works is located on more than one property;
- Covering all or part of the drainage works;
- Consolidating two or more drainage works; and/or
- Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement.

Provide a more specific description of the proposed drain major improvement you are requesting.

Culvert is failing,

### Property Owners

- Your municipal property tax bill will provide the property description and parcel roll number.
- In Rural areas, the property description should be in the form of (part), lot, concession and civic address.
- In Urban areas, the property description should be in the form of street address and lot and plan number, if available.

PROPERTY DESCRIPTION

GEOGRAPHIC TOWNSHIP

Amherstburg

PARCEL ROLL NUMBER

[REDACTED]

Website: [www.amherstburg.ca](http://www.amherstburg.ca)

271 SANDWICH ST. SOUTH, AMHERSTBURG, ONTARIO N9V 2A5

Phone: (519) 736-0012 Fax: (519) 736-5403 TTY: (519) 736-9860

If the property is owned in partnership, all partners must be listed. If the property is owned by a Corporation, list the Corporation's name and the name and corporate position of the authorized officer. **ONLY THE OWNER OF THE PROPERTY MAY REQUEST A DRAIN IMPROVEMENT.**

Please select the ownership Type and complete the applicable information box below;

- **SOLE OWNERSHIP:** If the land is owned solely by you, please complete the following

Owner Name: (Last, First)	Signature:	Date: (yyyy/mm/dd)
Kollin, Brian	<i>[Signature]</i>	2024/03/20
<i>Enter the mailing address</i>		
Unit Number:	Street Number:	Street Name:
		Concession 4, South
City/Town: Amherstburg	Province: ON	Postal Code: N6V2Y2
Telephone Number:	Cell phone:	Email address: (optional)

- **PARTNERSHIP:** If the land is owned by a Partnership, please complete the following

Names of Owners: (Last, First)	Signature:	Date: (yyyy/mm/dd)
<i>Enter mailing address and primary contact information</i>		
Last Name:	First Name:	
Unit Number:	Street Number:	Street Name:
City/Town:	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address: (optional)

- **CORPORATION:** If the land is owned by a Corporation, please complete the following

Name of Signing Officer: (Last, First)	Name of Corporation:	
I have the authority to bind the Corporation. Signature:	Position Title:	Date: (yyyy/mm/dd)
<i>Enter the mailing address of the primary contact</i>		
(Name, Last):	(Name, First):	
Unit Number:	Street Number:	Street Name:
City/Town	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address (optional)

Website: [www.amherstburg.ca](http://www.amherstburg.ca)  
 271 SANDWICH ST. SOUTH, AMHERSTBURG, ONTARIO N9V 2A5  
 Phone: (519) 736-0012 Fax: (519) 736-5403 TTY: (519)736-9860

*To be completed by the Clerk of the Corporation of the Town of Amherstburg.*

Notice filed this 22 day of March 2024.

Paglia, Sam

\_\_\_\_\_  
Name of Clerk: (Last, First)

*Sam Paglia*

\_\_\_\_\_  
Signature of Clerk

Website: [www.amherstburg.ca](http://www.amherstburg.ca)  
271 SANDWICH ST. SOUTH, AMHERSTBURG, ONTARIO N9V 2A5  
Phone: (519) 736-0012 Fax: (519) 736-5403 TTY: (519)736-9860



# The Corporation of The Town of Amherstburg

## MINOR IMPROVEMENT of a MUNICIPAL DRAIN

(Section 78(5), 78(1.1) of the Ontario Drainage Act)

FROM: Stuebing, Shane - [Redacted] Conc. 4 South  
DRAIN: 4th Conc. Road.

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I/We, as owner of land affected, request that the above mentioned drain be improved.

- a)  Repair/Improvements upon Examination and Report of Engineer (Section 78)
- b)  New Access Bridge Section 78 (1.1)
  - Residential Bridge
  - Agricultural Bridge

The work being requested is (check all appropriate boxes):

- Changes the course of drainage works;
- Making a new outlet for the whole or any part of the drainage works;
- Constructing a tile under the bed of the whole or any part of the drainage works;
- Constructing, reconstructing or extending bridges or culverts;
- Extending the drainage works to an outlet;
- Improving or altering the drainage works if the drainage works is located on more than one property;
- Covering all or part of the drainage works;
- Consolidating two or more drainage works; and/or
- Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement.

Provide a more specific description of the proposed drain major improvement you are requesting.

Culvert repair/replacement  
including head walls.

### Property Owners

- Requestors of minor improvement projects become financially responsible as soon as they sign a request and it is accepted by council as a minor improvement project.
- Your municipal property tax bill will provide the property description and parcel roll number.
- In Rural areas, the property description should be in the form of (part), lot, concession and civic address.
- In Urban areas, the property description should be in the form of street address and lot and plan number, if available.

PROPERTY DESCRIPTION	<u>5 Pt Lot [Redacted] Conc 4 Malden Rm 159</u>
GEOGRAPHIC TOWNSHIP	<u>Malden</u>
PARCEL ROLL NUMBER	[Redacted]

If the property is owned in partnership, all partners must be listed. If the property is owned by a Corporation, list the Corporation's name and the name and corporate position of the authorized officer. **ONLY THE OWNER OF THE PROPERTY MAY REQUEST A DRAIN IMPROVEMENT.**

Please select the ownership Type and complete the applicable information box below;

- **SOLE OWNERSHIP:** If the land is owned solely by you, please complete the following

Owner Name: (Last, First)	Signature:	Date: (yyyy/mm/dd)
Stuebings, Shane	Shane Stuebings	2024/02/27
<i>Enter the mailing address</i>		
Unit Number:	Street Number:	Street Name:
		Conc 4 S
City/Town:	Province:	Postal Code:
Amherstburg	ON	N9V 2Y8
Telephone Number:	Cell phone:	Email address: (optional)

- **PARTNERSHIP:** If the land is owned by a Partnership, please complete the following

Names of Owners: (Last, First)	Signature:	Date: (yyyy/mm/dd)
<i>Enter mailing address and primary contact information</i>		
Last Name:	First Name:	
Unit Number:	Street Number:	Street Name:
City/Town:	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address: (optional)

- **CORPORATION:** If the land is owned by a Corporation, please complete the following

Name of Signing Officer: (Last, First)	Name of Corporation:	
I have the authority to bind the Corporation. Signature:	Position Title:	Date: (yyyy/mm/dd)
<i>Enter the mailing address of the primary contact</i>		
(Name, Last):	(Name, First):	
Unit Number:	Street Number:	Street Name:
City/Town	Province:	Postal Code:
Telephone Number:	Cell phone:	Email address (optional)

*To be completed by the Clerk of the Corporation of the Town of Amherstburg.*

Notice filed this 28<sup>th</sup> day of February 2024.

Paalia, Sam

Name of Clerk: (Last, First)



Signature of Clerk



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

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

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

To: Members of the Drainage Board

Subject: Various Drainage Apportionments

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Drainage Superintendent and Engineering Coordinator dated March 11, 2024, regarding Various Drainage Apportionments BE RECEIVED;
2. The drainage apportionments BE APPROVED as listed:
- Consent B/31/23 - Drainage Apportionments for the Wood Drain - N/S County Rd. 20
- Consent B/19/22 - Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) - 4405 Concession 4 S.
- Consent B/15/22 - Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) - 6773 County Rd. 50.
- Consent B/16/22 - Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) - 6773 County Rd. 50
- Consent B/20/22 - Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) - 4415 Concession 4 S.
- Consent B/01/24 - Drainage Apportionments for the 9th Concession Road Drain, Beetham Drain, Long Marsh Drain -Malden Con 9 Lot 100
- Consent B/10/23 - Drainage Apportionments for the Ouellette Drain East, Long Marsh Drain - 909 Concession 2 North

- **Consent B/21/23** – Drainage Apportionments for Bondy Bastien Drain – 2005 Front Rd. N
  - **Consent B/04/23** – Drainage Apportionment for Long Marsh Drain – 6037 Concession 6 N
3. Administration **BRING FORWARD** the Drainage Board’s recommendation to approve the drainage apportionments at a future Regular Council Meeting.

**2. BACKGROUND:**

Under the provisions of the Drainage Act, when lands that are assessed for drainage are subsequently divided by a change of ownership of any part, the respective drainage assessments should be accounted for. The Town must take steps to apportion the assessments to reflect the division of the lands as well as maintain a functional assessment schedule for the benefit of the entire watershed for the affected drainage schemes.

This report deals with five (5) drainage apportionments, each of which are associated with separate, individual conditions of severance.

**3. DISCUSSION:**

Section 65 of the Drainage Act discusses the obligation of the Town to apportion existing drainage assessments when lands are subsequently sub-divided. And speaks to Council authority to permit lands to subsequently connect or disconnect from a drainage works. In this case, specifically, Section 65(2) provides the Town with the necessary provisions to complete assessment apportionments when landowners of the subdivided lands agree on the shares of the assessment.

**Agreement on share of assessment**

*65. (2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).*

Section 65(1) of the Drainage Act provides the Town with the option of instructing an engineer to complete the drainage apportionments:

**Subsequent subdivision of land**

*65. (1) If, after the final revision of an engineer’s assessment of land for a drainage works, the land is divided by a change in ownership of any part, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to apportion the assessment among the parts into which the land was divided, taking into account the part of the land affected by the drainage works. 2010, c. 16, Sched. 1, s. 2 (26).*

An engineer was not instructed under Section 65(1) of the Act. In the case of the land divisions and severances being considered under this report, apportionments were completed by the Drainage Superintendent and Engineering Coordinator. Assessment

schedules for drains that were affected by each land severance were analysed by area and land use, and apportioned accordingly based on the volume of water expected to flow from those lands.

Once completed, all affected landowners were contacted and provided a letter that described the apportionments. If the landowners were in agreement with the apportionments, an “*Agreement between Property Owners for Drain Apportionments due to Land Severance or Sale*” was signed by the affected property owners in accordance with Section 65(2) of the Act.

It is important to note that an apportionment does not set new values. The ratio in the current bylaw for the affected lands is apportioned to the affected lands in the severance accordingly. When several apportionments are completed on one particular drain, the assessment to lands not affected by severance becomes more and more unfair as more apportionments are completed. Therefore, S65 apportionments are only valid until such time as an engineer is appointed by Council on the respective drains, where the engineer is obligated to assess all lands and roads in the watershed. Any lands affected by apportionment will likely be re-assessed a different value determined by the appointed engineer, and in an unbiased nature within the schedule of assessments in that report which becomes the new bylaw for the drain.

In the case of the following severances, agreement letters were signed by all affected property owners and are attached:

- **Consent B/31/23** - Drainage Apportionments for the Wood Drain – N/S County Rd. 20
- **Consent B/19/22** – Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) – 4405 Concession 4 S.
- **Consent B/15/22** – Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) – 6773 County Rd. 50.
- **Consent B/16/22** – Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) – 6773 County Rd. 50
- **Consent B/20/22** – Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) – 4415 Concession 4 S.
- **Consent B/01/24** – Drainage Apportionments for the 9<sup>th</sup> Concession Raod Drain, Beetham Drain, Long Marsh Drain –Malden Con 9 Lot 100
- **Consent B/10/23** – Drainage Apportionments for the Ouellette Drain East, Long Marsh Drain – 909 Concession 2 North
- **Consent B/21/23** – Drainage Apportionments for Bondy Bastien Drain – 2005 Front Rd. N
- **Consent B/04/23** – Drainage Apportionment for Long Marsh Drain – 6037 Concession 6 N

Apportionment agreements, once accepted by the Drainage Board and approved by Council through resolution, will be reflected in the assessments of all future works of maintenance on any of the affected drains listed above.

**4. RISK ANALYSIS:**

Under the provisions of the Drainage Act, when lands that are assessed for drainage are subsequently divided by a change of ownership of any part, it is the Town's obligation to take steps to apportion the assessments to reflect the liability of drainage assessments related to the division of those lands. Failing to do so could lead to unfair assessments of drain maintenance costs that do not accurately reflect the accurate ownership of lands within drainage watersheds. This could lead to conflicts between the Town and landowners over drainage assessments and potentially, the denial of agricultural grants from the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).

**5. FINANCIAL MATTERS:**

An administration fee of \$500.00 is charged by the Planning Department to an owner of land that wishes to sever a portion of his or her lands.

**6. CONSULTATIONS: - N/A**

**7. CONCLUSION:**

Administration is recommending that the drainage apportionments be approved as listed and that said apportionments be approved by Council resolution:



---

Sam Paglia, P.Eng.,  
**Drainage Superintendent and Engineering Coordinator**

**Attachment(s):**

- **Consent B/31/23** - Drainage Apportionments for the Wood Drain – N/S County Rd. 20
- **Consent B/19/22** – Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) – 4405 Concession 4 S.
- **Consent B/15/22** – Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) – 6773 County Rd. 50.
- **Consent B/16/22** – Drainage Apportionments for the Malden Centre Drainage System, Albert McGee Drain (Lower Portion) – 6773 County Rd. 50
- **Consent B/20/22** – Drainage Apportionments for the Drainage Apportionments for the Whelan Drain (culvert sharing) and Whelan Drain (Maintenance) – 4415 Concession 4 S.

- **Consent B/01/24** – Drainage Apportionments for the 9<sup>th</sup> Concession Raod Drain, Beetham Drain, Long Marsh Drain –Malden Con 9 Lot 100
- **Consent B/10/23** – Drainage Apportionments for the Ouellette Drain East, Long Marsh Drain – 909 Concession 2 North
- **Consent B/21/23** – Drainage Apportionments for Bondy Bastien Drain – 2005 Front Rd. N
- **Consent B/04/23** – Drainage Apportionment for Long Marsh Drain – 6037 Concession 6 N



# The Corporation of The Town of Amherstburg

February 27, 2024

**RE: Section 65 Drainage Apportionment – Consent B/31/23**

Dear Landowners:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at N/S County Road 20 with Roll No. [REDACTED] along with the parcel located at [REDACTED] County Road 20 with Roll No. [REDACTED]. This is in relation to the Application for Consent B/21-23, which proposes to sever a 0.0.3 hectare parcel of land from the existing agricultural parcel and merge with residential parcel at [REDACTED] CR20. The retained parcel area shall be 18.96 hectare and shall be considered agricultural land for this agreement.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010." It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments are only in relation to the Municipal Drains governed by the Act, and are only to be used until such time as Council appoints an Engineer to update the current bylaw for the affected lands.

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located within the following watersheds, and are assessed into the following municipal drains constructed by bylaw under the Drainage Act:

1. **Woods Drain** – Report by C.G.R. Armstrong, P.Eng., dated February 4, 1966, by-law 1585

If you are in agreement with the new breakdown of your property listed in the attached chart, please have all registered owners of your property sign the attached form and return to the Public Works Department at 512 Sandwich St South. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

*Sam Paglia*

Sam Paglia, P.Eng.

Drainage Superintendent and Engineering Coordinator

Administration has created the following new breakdown for the affected properties:

1. Wood Drain

Original By-Law assessment values - Bylaw 1585							
Con	Lot	Owner	Roll	Affected Area (Hectares)	Value of Benefit	Value of Outlet	Total Value
5	51	Woods		20.23	\$ 2,190.00	\$ 582.00	\$ 2,772.00

RE-APPORTIONED By-Law assessment values - Bylaw 1585							
Con	Lot	Owner	Roll	Affected Area (Hectares)	Value of Benefit	Value of Outlet	Total Value
5	51	Vandenbrink, George Vandenbrink, Ruth		18.96	\$ 2,080.00	\$ 553.00	\$ 2,633.00
5	51	Nicholas Anthony D'Amore Kendell Jessica Marie		0.78	\$ 110.00	\$ 29.00	\$ 139.00
							<b>\$ 2,772.00</b>

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**WOOD DRAIN**

Agreement between Vandenbrink, Ruth, Vandenbrink George and D'Amore Nicholas Anthony, Kendell Jessica Marie for cost apportionment due to severance or sale of land in the Wood Drain drainage watershed or system.

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

RE-APPORTIONED By-Law assessment values - Bylaw 1585							
Con	Lot	Owner	Roll	Affected Area (Hectares)	Value of Benefit	Value of Outlet	Total Value
5	51	Vandenbrink, George Vandenbrink, Ruth	██████████	18.96	\$ 2,080.00	\$ 553.00	\$ 2,633.00
5	51	Nicholas Anthony D'Amore Kendell Jessica Marie	██████████	0.78	\$ 110.00	\$ 29.00	\$ 139.00
							<b>\$ 2,772.00</b>

George Vanden Brink  
Retained Property Owner 1 (printed)

MAY 5, 2024  
Date

[Signature]  
Retained Property Owner 1 (signature)

Ruth Vanden Brink  
Retained Property Owner 2 (printed)

MAY 5, 2024  
Date

[Signature]  
Retained Property Owner 2 (signature)

Nick D'Amore  
Merged Property Owner 1 (printed)

MAY 5, 2024  
Date

[Signature]  
Merged Property Owner 1 (signature)

JESSICA D'AMORE  
Merged Property Owner 2 (printed)

MAY 5, 2024  
Date

[Signature]  
Merged Property Owner 2 (signature)



# The Corporation of The Town of Amherstburg

February 7, 2024

**RE: Section 65 Drainage Apportionment – Consent B/19/22**

Dear Homeowner:

This letter is prepared for changes in drainage assessment to your property located at [REDACTED] Concession 4 S legally described as CON 4 PT LOT 40 RP, 12R6754 PART 1, along with the property located at [REDACTED] Concession 4 S legally described as MALDEN CON 4 PT LOT 40. In relation to Application for Consent No. B/19/22, which proposes to sever a 0.16 hectares parcel of land from the existing agricultural parcel (Roll No. [REDACTED]) and merge with [REDACTED] Concession 4 S. The retained parcel area as indicated in the committee decision shall be 39.41 hectare and shall remain agricultural land for this agreement only.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010. (Act)". It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments are only in relation to the Municipal Drains governed by the Act, and are only to be used until such time as Council appoints an Engineer to update the current bylaw for the affected lands.

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located, and are assessed into the Whelan municipal drain constructed by bylaw under the Drainage Act:

1. **Whelan Drain South** – Report by Nick J. Peralta, P.Eng., dated May 3, 1985 for downstream works.
2. **Whelan Drain South** – Report by Tim Oliver, P.Eng., dated December 18, 2018 for Bridge sharing.

If you are in agreement with the new breakdown of your property listed in the charts below, please have all registered owners of the property sign the agreement below and return to the Public Works Department at 512 Sandwich St South or to the Planning Department at 3295 Meloche Road. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,  
*Sam Paglia*  
Sam Paglia, P.Eng.  
Drainage Superintendent and Engineering Coordinator

The table below includes the apportioned amount for the farm as per Severance application number B/35/20 where the parcel at 4401 was severed from the farm. An apportionment for these lands was completed in 2020 and received resolution number 20210712-240 by Council and applies herein.

Administration has created the following new breakdown for the affected properties:

1. Whelan Drain – Maintenance Schedule

<b>Whelan Drain – Current Assessment for future maintenance.</b>							
<b>Existing Assessment – Nick J. Peralta, P.Eng., dated May 3, 1985</b>							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.50		Randal Alfred and Beverly Eileen Pillon	\$ 446.00	\$ 489.00	\$ 935.00
4	PT 40	0.244		Randal Pillon	\$ 6.00	\$ 11.00	\$ 17.00
							\$ 952.00

<b>Whelan Drain – Reapportionment – Application for Consent B/19/22.</b>							
Con	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.41		Randal Alfred and Beverly Eileen Pillon	\$ 442.00	\$ 484.00	\$ 926.00
4	PT 40	0.404		Randal Pillon	\$ 10.00	\$ 16.00	\$ 26.00
							\$ 952.00

2. Whelan Drain – Culvert sharing for Hutchens Culvert, By-Law 2019-004

<b>Whelan Drain (Hutchins Bridge) – Current Assessment for share of cost.</b>							
<b>Existing Assessment – Tim Oliver, P.Eng., dated December 10, 2018 – Schedule C</b>							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.50		Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 3833.00	\$ 3833.00
4	PT 40	0.244		Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 65.00	\$ 65.00
							\$ 3898.00

**Whelan Drain (Hutchins Bridge) – Reapportionment – Application for Consent B/19/22\_**

Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.41	[REDACTED]	Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 3795.00	\$ 3795.00
4	PT 40	0.404	[REDACTED]	Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 103.00	\$ 103.00
							\$ 3898.00

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**WHELAN DRAIN**

Agreement between Randal Alfred and Beverly Eileen Pillon for cost apportionment due to severance or sale of land in the Whelan Drain drainage watershed or system as follows;

<u>Whelan Drain – Reapportionment – Application for Consent B/19/22.</u>							
Con	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.41	██████████	Randal Alfred and Beverly Eileen Pillon	\$ 442.00	\$ 484.00	\$ 926.00
4	PT 40	0.404	██████████	Randal Pillon	\$ 10.00	\$ 16.00	\$ 26.00
							\$ 952.00

<u>Whelan Drain (Hutchins Bridge) – Reapportionment – Application for Consent B/19/22.</u>							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.41	██████████	Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 3795.00	\$ 3795.00
4	PT 40	0.404	██████████	Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 103.00	\$ 103.00
							\$ 3898.00

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

**Retained Property Owners:**

Randal Alfred Pillon Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Beverly Eileen Pillon Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Severed Property Owners:**

Randal Alfred Pillon Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Beverly Eileen Pillon Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Retained Property Owners:

Randal Alfred Pillon Date: Feb 13/2024 Signature: Randal Alfred Pillon

Beverly Eileen Pillon Date: Feb 13, 2024 Signature: Beverly Eileen Pillon

Merged Property Owners:

Jamie Andrew Lauzon Date: Feb 18, 2024 Signature: Jamie Lauzon

Kimberly Eileen Pillon Date: Feb 18, 2024 Signature: Kimberly Pillon



# The Corporation of The Town of Amherstburg

February 16, 2024

**RE: Section 65 Drainage Apportionment – Consent B/15/22**

Dear landowners:

This letter is to advise you of changes to the drainage assessment to your property for the parcel located at ██████████ County Rd 50, legally described as CON 6 PT LOT 67 RP12R15586 PART 3 with Roll No. ██████████ AND the parcel located at ██████████ County Rd 50, legally described as AMHERSTBURG CON 6 PT LOT 67 &, RP 12R23304 PART 3 with Roll No. ██████████. This is in relation to the Application for Consent B/15/22, which proposes to sever and merge an approximate 0.059 hectare parcel of land to ██████████ from ██████████. The retained parcel area shall be approximate 0.458 hectares assessed as affected by the drain. These areas of land apply to this agreement only, as the applicant currently has applied for the retained land to be further severed under application B/16/22.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the “Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010.” It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments reflect this responsibility and are only in relation to the Municipal Drains governed by the Act. These ratios are only to be used to assess any past, current, or future drainage works that are associated with the affected parcels and drains herein until such time as Council appoints an Engineer to update the current bylaw for the affected drains and lands.

***The dollar values expressed herein are a representation of the liability to the lands on the last applicable assessment schedule and are not to be taken as the current assessment to lands. The ratios of which each land is apportioned are used to assess any actual value that the Town has appropriated to the respective drains.***

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located within the following watersheds, and are assessed into the following municipal drains constructed by bylaw under the Drainage Act and are liable in the ratios presented until such time as an engineer is appointed to the respective drain, that may affect the ratios herein, and where landowners have appeal rights afforded to them under the auspices of the Act.

1. **Malden Centre Drainage System** – Report by N.J. Peralta, P.Eng., dated August 16, 2011
2. **Albert McGee Drain (Lower Portion)** – Report by L. Zarlenga, P.Eng., dated August 25, 1992 by-law 92-30

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of your property sign the attached form and return to Planning Department at 3295 Meloche Road (Libro Centre) or the Public Works Department at 512 Sandwich St South. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment. Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Sam Paglia, P.Eng. Drainage Superintendent and Engineering Coordinator

Administration has created the following new breakdown for the affected properties:

1. **Malden Centre Drainage System**

<b>MALDEN CENTRE DRAIN - Current Schedule</b>								
<b>Lands assessed in the current schedule of assessment</b>								
Tax Roll	Con. or Plan	Lot or Part	Acres	Hectares		Value of	Value of	TOTAL
<u>No.</u>	<u>No.</u>	<u>of Lot</u>	<u>Afft'd</u>	<u>Afft'd</u>	<u>Owner's Name</u>	<u>Benefit</u>	<u>Outlet</u>	<u>VALUE</u>
██████████	Con. 6	67	1.28	0.517	Michael Dikan	\$7,130.00	\$5,209.00	\$12,339.00
██████████	Con. 6	67	0.58	0.236	1352120 Ontario Limited	\$5,530.00	\$2,704.00	\$8,234.00
			1.86	0.75		<b>\$12,660.00</b>	<b>\$7,913.00</b>	<b>\$20,573.00</b>

B15/22 - merges 0.059 hectares from 02-01790 to 02-02115

0.059

<b>MALDEN CENTRE DRAIN B15/22 - Apportionment</b>								
<b>Re Apportioned for B15/22</b>								
██████████	Con. 6	67	1.13	0.458	Kolody Brandon Karpenko - Kolody Debbie	\$6,880.00	\$4,259.00	\$12,513.19
██████████	Con. 6	67	0.73	0.295	Snoes, Steven Robert, McAllen Sarah Amy	\$5,780.00	\$3,654.00	\$8,059.81
			1.86	0.75		<b>\$12,660.00</b>	<b>\$ 7,913.00</b>	<b>\$20,573.00</b>

2. Albert McGee Drain

<b>Albert McGee Drain - B15/22 - Apportionment</b>							
<b>ROLL NO.</b>	<b>HA OWNED</b>	<b>NAME</b>	<b>HA. AFFT'D</b>	<b>AGR.</b>	<b>BENEFIT ASS'T</b>	<b>OUTLET ASS'T</b>	<b>TOTAL ASS'T</b>
<b>Assessment before apportionment in current 1992 report schedule</b>							
	0.517089	Dorothy Dikan	0.517			0.97	\$0.97
	0.225563	Maurice Wright	0.226			0.74	\$0.74
			0.74				\$1.71
B15/22 - merges 0.059 hectares from 02-01790 to 02-02115							0.059
<b>ROLL NO.</b>	<b>HA OWNED</b>	<b>NAME</b>	<b>HA. AFFT'D</b>	<b>AGR.</b>	<b>BENEFIT ASS'T</b>	<b>OUTLET ASS'T</b>	<b>TOTAL ASS'T</b>
<b>Assessment as per B15/22 re- apportionment to be applied to schedule</b>							
	0.458089	Kolody Brandon, Karpenko Kolody Debbie	0.458			\$0.93	\$0.93
	0.284563	Snoes Steven Robert, McAllen Sarah Amy	0.285			\$0.78	\$0.70
			0.74				\$1.71

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**Malden Centre Drain**

Agreement between **Kolody Brandon, Kolody Debbie Karpenko and Snoes Steven Robert, McAllen Sarah Amy**

for cost apportionment due to ~~severance~~ sale of land in the Malden Centre Drain watershed system.

<b>MALDEN CENTRE DRAIN B15/22 - Apportionment</b>								
<b>Re Apportioned for B15/22</b>								
	Con. 6	67	1.13	0.458	Kolody Brandon Karpenko - Kolody Debbie	\$6,880.00	\$4,259.00	\$12,513.19
	Con. 6	67	0.73	0.295	Snoes, Steven Robert, McAllen Sarah Amy	\$5,780.00	\$3,654.00	\$8,059.81
			1.86	0.75		\$12,660.00	\$ 7,913.00	\$20,573.00

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Debbie Karpenko-Kolody  
Retained Property Owner 1 (printed)

Feb 28/2024  
Date

[Signature]  
Retained Property Owner 1 (signature)

Brandon Kolody  
Retained Property Owner 1 (printed)

Feb 28, 24  
Date

[Signature]  
Retained Property Owner 1 (signature)

Steve Snoes  
Merged Property Owner 1 (printed)

Feb 28/24  
Date

[Signature]  
Merged Property Owner 1 (signature)

Sarah Snoes  
Merged Property Owner 2 (printed)

Feb 28/24  
Date

[Signature]  
Merged Property Owner 2 (signature)

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**Albert McGee Lower Portion Drain**

Agreement between **Kolody Brandon, Kolody Debbie Karpenko** and **Snoes Steven Robert, McAllen Sarah Amy** for cost apportionment due to severance or sale of land in the Albert McGee Lower Portion Drain watershed or system.

ROLL NO.	HA OWNED	NAME	HA. AFFT'D	AGR.	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
Assessment as per B15/22 re- apportionment to be applied to schedule							
	0.458089	Kolody Brandon, Karpenko Kolody Debbie	0.458			\$0.93	\$0.93
	0.284563	Snoes Steven Robert, McAllen Sarah Amy	0.285			\$0.78	\$0.70
			0.74				\$1.71

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Debbie Karpenko-Kolody  
Retained Property Owner 1 (printed)

Feb 28, 2024  
Date

  
Retained Property Owner 1 (signature)

Brandon Kolody  
Retained Property Owner 1 (printed)

Feb 28, 24  
Date

  
Retained Property Owner 1 (signature)

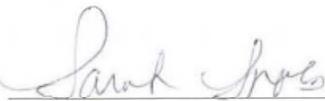
Steve Snoes  
Merged Property Owner 1 (printed)

Feb 28, 24  
Date

  
Merged Property Owner 1 (signature)

Sarah Snoes  
Merged Property Owner 1 (printed)

Feb 29, 24  
Date

  
Merged Property Owner 1 (signature)



# The Corporation of The Town of Amherstburg

February 20, 2024

**RE: Section 65 Drainage Apportionment – Consent B/16/22**

Dear landowners:

This letter is to advise you of changes to the drainage assessment to your property for the parcel located at ██████████ County Rd 50, legally described as CON 6 PT LOT 67 RP12R15586 PART 3 with Roll No. ██████████ AND the parcel located at ██████████ County Rd 50, legally described as AMHERSTBURG CON 6 PT LOT 67, RP 12R23304 PART 4 with Roll No. ██████████. This is in relation to the Application for Consent B/16/22, which proposes to sever and merge an approximate 0.055 hectare parcel of land to ██████████ from ██████████. The retained parcel area shall be approximate 0.344 hectares assessed as affected by the drain. These areas of land apply to this agreement only, and have considered the merged land under consent application B15/22.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010." It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments reflect this responsibility and are only in relation to the Municipal Drains governed by the Act. These ratios are only to be used to assess any past, current, or future drainage works that are associated with the affected parcels and drains herein until such time as Council appoints an Engineer to update the current bylaw for the affected drains and lands.

***The dollar values expressed herein are a representation of the liability to the lands on the last applicable assessment schedule and are not to be taken as the current assessment to lands. The ratios of which each land is apportioned are used to assess any actual value that the Town has appropriated to the respective drains.***

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located within the following watersheds, and are assessed into the following municipal drains constructed by bylaw under the Drainage Act and are liable in the ratios presented until such time as an engineer is appointed to the respective drain, that may affect the ratios herein, and where landowners have appeal rights afforded to them under the auspices of the Act.

1. **Malden Centre Drainage System** – Report by N.J. Peralta, P.Eng., dated August 16, 2011
2. **Albert McGee Drain (Lower Portion)** – Report by L. Zarlenga, P.Eng., dated August 25, 1992 by-law 92-30

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of your property sign the attached form and return to Planning Department at 3295 Meloche Road (Libro Centre) or the Public Works Department at 512 Sandwich St South. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment. Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

*Sam Paglia*

Sam Paglia, P.Eng. Drainage Superintendent and Engineering Coordinator

Administration has created the following new breakdown for the affected properties:

1. **Malden Centre Drainage System**

<b>MALDEN CENTRE DRAIN - Current Schedule</b>								
<b>Lands assessed in the current schedule of assessment</b>								
Tax Roll	Con. or Plan	Lot or Part	Acres	Hectares		Value of	Value of	TOTAL
<u>No.</u>	<u>No.</u>	<u>of Lot</u>	<u>Afft'd</u>	<u>Afft'd</u>	<u>Owner's Name</u>	<u>Benefit</u>	<u>Outlet</u>	<u>VALUE</u>
██████████	Con. 6	67	1.28	0.458	Michael Dikan	\$6,880.00	\$4,259.00	\$11,139.00
██████████	Con. 6	67	0.58	0.236	1352120 Ontario Limited	\$5,530.00	\$2,743.00	\$8,273.00
			1.86	0.69		<b>\$12,410.00</b>	<b>\$7,002.00</b>	<b>\$19,412.00</b>

B16/22 - merges 0.059 hectares from 02-01790 to 02-02120

0.059

<b>MALDEN CENTRE DRAIN B16/22 - Apportionment</b>								
<b>Re Apportioned for B16/22</b>								
██████████	Con. 6	67	0.99	0.399	Kolody Brandon, Karpenko Kolody Debbie	\$6,630.00	\$3,309.00	\$11,160.50
██████████	Con. 6	67	0.73	0.295	Bezzoubkin Mikhail, Lindsay	\$5,780.00	\$3,693.00	\$8,251.50
			1.71	0.69		<b>\$12,410.00</b>	<b>\$7,002.00</b>	<b>\$19,412.00</b>

2. **Albert McGee Drain**

<b>Albert McGee Drain - B16/22 - Apportionment</b>							
ROLL NO.	HA OWNED	NAME	HA. AFFT'D	AGR.	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
<b>Assessment before apportionment in current schedule</b>							
██████████	0.517089	Dorothy Dikan	0.458			\$ 0.93	\$0.93
██████████	0.225563	Maurice Wright	0.226			\$ 0.70	\$0.70
			0.684				\$1.63

B16/22 - merges 0.059 hectares from 02-01790 to 02-02115

0.059

ROLL NO.	HA OWNED	NAME	HA. AFFT'D	AGR.	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
<b>Assessment as per B16/22 re- apportionment to be applied to schedule</b>							
██████████	0.458089	Kolody Brandon Karpenko-Kolody Debbie	0.399			\$0.89	\$0.89
██████████	0.284563	Bezzoubkin Mikhail, Lindsay	0.285			\$0.74	\$0.74
			0.684				\$1.63

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**Malden Centre Drain**

Agreement between Kolody Brandon Karpenko-Kolody Debbie and Bezzoubkin Mikhail, Lindsay for cost apportionment due to severance or sale of land in the Malden Centre Drain watershed or system.

<b>MALDEN CENTRE DRAIN B16/22 - Apportionment</b>								
<b>Re Apportioned for B16/22</b>								
	Con. 6	67	0.99	0.399	Kolody Brandon, Karpenko Kolody Debbie	\$6,630.00	\$3,309.00	\$11,160.50
	Con. 6	67	0.73	0.295	Bezzoubkin Mikhail, Lindsay	\$5,780.00	\$3,693.00	\$8,251.50
			1.71	0.69		\$12,410.00	\$7,002.00	\$19,412.00

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Debbie Karpenko-Kolody  
Retained Property Owner 1 (printed)

Feb 28/2024  
Date

  
Retained Property Owner 1 (signature)

Brandon Kolody  
Retained Property Owner 1 (printed)

Feb 28, 24  
Date

  
Retained Property Owner 1 (signature)

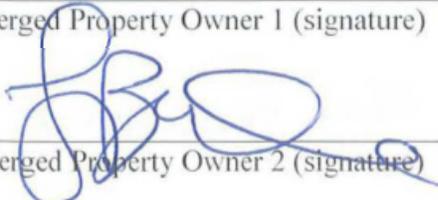
Mike Bezzoubkin  
Merged Property Owner 1 (printed)

Feb 28, 24  
Date

  
Merged Property Owner 1 (signature)

Lindsay Bezzoubkin  
Merged Property Owner 2 (printed)

Feb 28/24  
Date

  
Merged Property Owner 2 (signature)

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**Albert McGee Lower Portion Drain**

Agreement between Kolody Brandon Karpenko-Kolody Debbie and Bezzoubkin Mikhail,  
Lindsay for cost apportionment due to severance or sale of land in the Albert McGee Lower Portion  
Drain watershed or system.

ROLL NO.	HA OWNED	NAME	HA. AFFT'D	AGR.	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
Assessment as per B16/22 re- apportionment to be applied to schedule							
	0.458089	Kolody Brandon, Karpenko Kolody Debbie	0.458			\$0.89	\$0.89
	0.284563	Bezzoubkin Mikhail, Lindsay	0.285			\$0.74	\$0.74
			0.743				\$1.63

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Debbie Karpenko-Kolody  
Retained Property Owner 1 (printed)

Feb 28/2024  
Date

[Signature]  
Retained Property Owner 1 (signature)

Brandon Kolody  
Retained Property Owner 1 (printed)

Feb 28, 24  
Date

[Signature]  
Retained Property Owner 1 (signature)

Mike Bezzoubkin  
Merged Property Owner 1 (printed)

Feb 28, 24  
Date

[Signature]  
Merged Property Owner 1 (signature)

Lindsay Bezzoubkin  
Merged Property Owner 1 (printed)

Feb. 28/24  
Date

[Signature]  
Merged Property Owner 1 (signature)



# The Corporation of The Town of Amherstburg

February 7, 2024

**RE: Section 65 Drainage Apportionment – Consent B/20/22**

Dear Homeowner:

This letter is prepared for changes in drainage assessment to your property located at [REDACTED] Concession 4 S legally described as CON 4 PT LOT 40 RP, 12R2277 PART 1, along with the property located at [REDACTED] Concession 4 S legally described as MALDEN CON 4 PT LOT 40. In relation to Application for Consent No. B/20/22, which proposes to sever a 0.158 hectares parcel of land from the existing agricultural parcel (Roll No. [REDACTED]) and merge with [REDACTED] Concession 4 S. The retained parcel area as indicated in the committee decision shall be 39.25 hectare and shall remain agricultural land for this agreement only.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010. (Act)". It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments are only in relation to the Municipal Drains governed by the Act, and are only to be used until such time as Council appoints an Engineer to update the current bylaw for the affected lands.

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located, and are assessed into the Whelan municipal drain constructed by bylaw under the Drainage Act:

1. **Whelan Drain South** – Report by Nick J. Peralta, P.Eng., dated May 3, 1985 for downstream works.
2. **Whelan Drain South** – Report by Tim Oliver, P.Eng., dated December 18, 2018 for Bridge sharing.

If you are in agreement with the new breakdown of your property listed in the charts below, please have all registered owners of the property sign the agreement below and return to the Public Works Department at 512 Sandwich St South or to the Planning Department at 3295 Meloche Road. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Sam Paglia, P.Eng.  
Drainage Superintendent and Engineering Coordinator

Administration has created the following new breakdown for the affected properties:

1. Whelan Drain – Maintenance Schedule

<b>Whelan Drain – Current Assessment for future maintenance.</b>							
<b>Existing Assessment – Nick J. Peralta, P.Eng., dated May 3, 1985</b>							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.41	██████████ per B/19/22	Randal Alfred and Beverly Eileen Pillon	\$ 442.00	\$ 484.00	\$ 926.00
4	PT 40	0.244	██████████	Jamie Andrew Lauzon and Kimberly Eileen Pillon	\$ 6.00	\$ 11.00	\$ 17.00
							\$ 943.00

<b>Whelan Drain – Reapportionment – Application for Consent B/20/22.</b>							
Con	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.25	██████████	Randal Alfred and Beverly Eileen Pillon	\$ 438.00	\$ 479.00	\$ 917.00
4	PT 40	0.405	██████████	Jamie Andrew Lauzon and Kimberly Eileen Pillon	\$ 10.00	\$ 16.00	\$ 26.00
							\$ 943.00

2. Whelan Drain – Culvert sharing for Hutchens Culvert, By-Law 2019-004

<b>Whelan Drain (Hutchins Bridge) – Current Assessment for share of cost.</b>							
<b>Existing Assessment – Tim Oliver, P.Eng., dated December 10, 2018 – Schedule C</b>							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
4	PT 40	39.50	██████████ per B/19/22	Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 3795.00	\$ 3795.00
4	PT 40	0.244	██████████	Jamie Andrew Lauzon and Kimberly Eileen Pillon	\$ 0.00	\$ 67.00	\$ 67.00
							\$ 3862.00

<b>Whelan Drain (Hutchins Bridge) – Reapportionment – Application for Consent B/20/22.</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
4	PT 40	39.41	██████████ per B/35/20	Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 3757.00	\$ 3757.00
4	PT 40	0.404	██████████	Jamie Andrew Lauzon and Kimberly Eileen Pillon	\$ 0.00	\$ 105.00	\$ 105.00
							\$ 3862.00

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**WHELAN DRAIN**

Agreement between Randal Alfred and Beverly Eileen Pillon and Jamie Andrew Lauzon and Kimberly Eileen Pillon for cost apportionment due to severance or sale of land in the **Whelan Drain** drainage watershed or system as follows;

<b><u>Whelan Drain – Reapportionment – Application for Consent B/20/22.</u></b>							
<b>Con</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
4	PT 40	39.25	██████████	Randal Alfred and Beverly Eileen Pillon	\$ 438.00	\$ 479.00	\$ 917.00
4	PT 40	0.405	██████████	Jamie Andrew Lauzon and Kimberly Eileen Pillon	\$ 10.00	\$ 16.00	\$ 26.00
							\$ 943.00

<b><u>Whelan Drain (Hutchins Bridge) – Reapportionment – Application for Consent B/20/22.</u></b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
4	PT 40	39.41	██████████ per B/35/20	Randal Alfred and Beverly Eileen Pillon	\$ 0.00	\$ 3757.00	\$ 3757.00
4	PT 40	0.404	██████████	Jamie Andrew Lauzon and Kimberly Eileen Pillon	\$ 0.00	\$ 105.00	\$ 105.00
							\$ 3862.00

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Retained Property Owners:

Randal Alfred Pillon

Date: Feb 13/2024 Signature: Randal Alfred Pillon

Beverly Eileen Pillon

Date: Feb 13, 2024 Signature: Beverly Eileen Pillon

Merged Property Owners:

Jamie Andrew Lauzon

Date: Feb 18, 2024 Signature: Jamie Lauzon

Kimberly Eileen Pillon

Date: Feb 18, 2024 Signature: Kimberly Pillon



# The Corporation of The Town of Amherstburg

February 21, 2024

**RE: Section 65 Drainage Apportionment – Consent B/01/24**

Dear Landowners:

This letter is to advise you of changes to the drainage assessment for the properties involved in the application for consent B/01/24, specifically, condition 7. The decision proposes to sever a 0.3 hectare parcel of land from Roll [REDACTED], legally referenced as MALDEN CON 9 PT LOT 100 and merge it with Roll [REDACTED] with the same legal reference. The merged residential parcel will have an area of 0.45 hectares and the retained parcel area shall be 18.17 hectares and shall be considered agricultural land for this agreement only. The attached plan depicts the boundaries of the affected parcels.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the “Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010.” It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments are only in relation to the Municipal Drains governed by the Act, and are only to be used until such time as Council appoints an Engineer to update the current bylaw for the affected lands.

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located within the following watersheds, and are assessed into the following municipal drains constructed by bylaw under the Drainage Act:

1. **9<sup>th</sup> Concession Road Drain** – Report by W.M. Settingington, P.Eng., dated May 23, 1980 under By-law 2014
2. **Beetham Drain – W.M. Settingington, P.Eng., dated February 13, 1980 under** by-law 1994.
3. **Long Marsh Drain – Report by N.J. Peralta dated January 27, 1993 under Byl-Law 3023**

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of your property sign the attached form and return to the Public Works Department at 512 Sandwich St South. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Sam Paglia, P.Eng.  
Drainage Superintendent and Engineering Coordinator

Attach.

Administration has created the following new breakdown for the affected properties:

1. 9<sup>th</sup> Concession Drain

**\*\* identifies parcel is eligible for grant on drainage assessment as per the Agricultural Drainage Infrastructure Program Policies (ADIP).**

Original Assessment - By-Law 2014							
ENTRY NO.	ROLL NO.	HA OWNED	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
20**		18.712	John Gardin	1.210	\$10.00	\$13.00	\$23.00
							<b>\$23.00</b>

RE - APPORTIONED - Assessment - By-Law 2014							
ENTRY NO.	ROLL NO.	HA OWNED	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
20**		18.712	Brian & Megan Gardin	0.910	\$5.03	\$6.50	\$11.53
20a			Antonella and George Little	0.450	\$4.97	\$6.50	\$11.47
							<b>\$23.00</b>

2. Beetham Drain

Original Assessment as per By-Law 1994							
ENTRY NO.	ROLL NO.	HA OWNED	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
6**		18.712	Brian & Jocelyne Gardin	17.510	\$1,155.00	\$1,888.00	\$3,043.00

RE-APPORTIONED Assessments - By-Law 1994							
ENTRY NO.	ROLL NO.	HA OWNED	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
6		18.712	Brian & Megan Gardin	17.510	\$1,098.54	\$1,795.70	\$2,894.24
6a		0.450	George and Antonella Little	0.450	\$56.46	\$92.30	\$148.76
					<b>\$1,155.00</b>	<b>\$1,888.00</b>	<b>\$3,043.00</b>

### 3. Long Marsh Drain

WORKING SCHEDULE CURRENT BY-LAW						
ENTRY NO.	ROLL NO.	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
380**		John & Gladys Gardin	18.262		1,859.00	<b>\$1,859.00</b>

RE-APPORTIONED SCHEDULE B/01/24						
ENTRY NO.	ROLL NO.	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
380**		Brian and Megan Gardin	18.17	\$ -	1,771.27	\$1,771.27
380a		George & Antonella Little	0.45	\$ -	\$87.73	\$87.73
						<b>\$1,859.00</b>

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**9<sup>th</sup> CONCESSION ROAD DRAIN**

Agreement between Brian Gardin, Megan Gardin and Antonella Little, George Little for cost apportionment due to severance or sale of land in the 9<sup>th</sup> Concession Road Drain drainage watershed or system.

RE - APPORTIONED - Assessment - By-Law 2014							
ENTRY NO.	ROLL NO.	HA OWNED	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
20**		18.712	Brian & Megan Gardin	0.910	\$5.03	\$6.50	\$11.53
20a			Antonella and George Little	0.450	\$4.97	\$6.50	\$11.47
							<b>\$23.00</b>

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Brian Gardin  
Retained Property Owner 1 (printed)

02/29/24  
Date

Brian Gardin  
Retained Property Owner 1 (signature)

Megan Gardin  
Retained Property Owner 2 (printed)

02/29/24  
Date

Megan Gardin  
Retained Property Owner 2 (signature)

[Signature]  
Merged Property Owner 1 (printed)

02/29/24  
Date

George Little  
Merged Property Owner 1 (signature)

[Signature]  
Merged Property Owner 2 (printed)

02/29/24  
Date

Antonella Little  
Merged Property Owner 2 (signature)

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**BEETHAM DRAIN**

Agreement between Brian Gardin, Megan Gardin and Antonella Little, George Little for cost apportionment due to severance or sale of land in the Beetham Drain drainage watershed or system.

RE-APPORTIONED Assessments - By-Law 1994							
ENTRY NO.	ROLL NO.	HA OWNED	NAME	HA. AFFTD	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
6		18.712	Brian & Megan Gardin	17.510	\$1,098.54	\$1,795.70	\$2,894.24
6a		0.450	George and Antonella Little	0.450	\$56.46	\$87.79	\$144.25
					<b>\$1,155.00</b>	<b>\$1,883.49</b>	<b>\$3,038.49</b>

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Brian Gardin  
Retained Property Owner 1 (printed)

02/29/24  
Date

Brian Gardin  
Retained Property Owner 1 (signature)

Megan Gardin  
Retained Property Owner 2 (printed)

02/29/24  
Date

Megan Gardin  
Retained Property Owner 2 (signature)

[Signature]  
Merged Property Owner 1 (printed)

02/29/24  
Date

George Little  
Merged Property Owner 1 (signature)

[Signature]  
Merged Property Owner 2 (printed)

02/29/24  
Date

Antonella Little  
Merged Property Owner 2 (signature)

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**LONG MARSH DRAIN**

Agreement between Brian Gardin, Megan Gardin and Antonella Little, George Little for cost apportionment due to severance or sale of land in the Long Marsh Drain drainage watershed or system.

RE-APPORTIONED SCHEDULE B/01/24						
ENTRY NO.	ROLL NO.	NAME	HA. AFFT'D	BENEFIT ASS'T	OUTLET ASS'T	TOTAL ASS'T
380		Brian and Megan Gardin	18.17	\$ -	1,771.27	\$1,771.27
380a		George & Antonella Little	0.45	\$ -	\$87.73	\$87.73
						<b>\$1,859.00</b>

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Brian Gardin  
Retained Property Owner 1 (printed)

02/29/24  
Date

Brian Gardin  
Retained Property Owner 1 (signature)

Megan Gardin  
Retained Property Owner 2 (printed)

02/29/24  
Date

Megan Gardin  
Retained Property Owner 2 (signature)

[Signature]  
Merged Property Owner 1 (printed)

02/29/24  
Date

George Little  
Merged Property Owner 1 (signature)

[Signature]  
Merged Property Owner 2 (printed)

02/29/24  
Date

Antonella Little  
Merged Property Owner 2 (signature)



# The Corporation of The Town of Amherstburg

November 15, 2023

**RE: Section 65 Drainage Apportionment – Consent B/10/23**

Dear Landowners:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at 909 Concession 2 North with legal description ANDERDON CON 2 PT LOT 6 RP, 12R28793 PART 2, in the former Geographic Township of Anderdon. This is in relation to the Application for Consent B/10/23, which proposes to sever a 0.147 hectare (0.363 acre) parcel of land from the existing residential parcel (Roll No. 3729-410-000-03055). The retained 0.159 hectare (.394 acre) parcel shall remain as residential land.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010." It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments are only in relation to the Municipal Drains governed by the Act, and are only to be used until such time as Council appoints an Engineer to update the current bylaw for the affected lands.

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located within the following watersheds, and are assessed into the following municipal drains constructed by bylaw under the Drainage Act:

1. **Ouellette Drain East** – Report by Stantec Consulting dated August 22, 2014, by-law 2016-78
2. **Long Marsh Drain** – N.J. Peralta dated January 27, 1993 under By-Law 3023

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of your property sign the attached form and return to the Planning Department at 3295 Meloche Road. Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Sam Paglia, P.Eng.  
Drainage Superintendent and Engineering Coordinator

Attach.

**1. Ouellette Drain East**

The Engineers report assesses 0.49 Hectares (Which encompassed the lands involved in this severance application as well as the lot to the north with Roll 410-03057) for \$78 on an arbitrary amount of \$10,000 used in the schedule. This cost recovery mechanism is used by the Town to recover costs when work for the maintenance/repairs of a Municipal Drain are completed.

The value apportioned to the lands in this severance accounts for the portion that is assessed to the aforementioned lands to the north and is set at \$62.08/\$10,000. Each of the parcels involved in this application are reapportioned accordingly, but not limited to the following amounts.

<b><u>Ouellette Drain East – Maintenance Schedule of Assessment</u></b>							
<b>Existing Assessment – Stantec Consulting – By-Law 2016-78</b>							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
2	6	0.49		Bolton	0	\$ 62.08	\$ 62.08

<b><u>Ouellette Drain East</u></b>							
<b>Reapportionment – Application for Consent B/10/23</b>							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
2	6	0.147		Forward PG	\$ 0.00	\$ 29.44	\$ 29.44
2	6	0.159		NA	\$ 0.00	\$ 33.04	\$ 33.04

Agreement between Forward Property Group and Town of Amherstburg for cost apportionment due to severance or sale of land in the Ouellette Drain East drainage watershed or system.

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

VLADISLAV MAEVSKIY  
Retained Property Owner 1 (printed)

Nov 15, 2023  
Date

*[Signature]*  
Retained Property Owner 1 (signature)

VLADISLAV MAEVSKIY  
Severed Property Owner 2 (printed)

Nov 15, 2023  
Date

*[Signature]*  
Severed Property Owner 2 (signature)

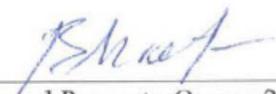
2. Long Marsh Drain
- 3.

<u>Long Marsh Drain</u>							
Existing Assessment – N.J. Peralta, dated January 27, 1993 under By-Law 3023.							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
2	6	0.37	██████████	D&D Renaud	\$ 0	\$ 45.00	\$ 45.00

<u>Long Marsh Drain</u>							
Reapportionment – Application for Consent B/10/23							
Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
2	6	0.147	██████████	Forward PG	\$ 0	\$ 22	\$ 22
2	6	0.159	██████████	NA	\$ 0	\$ 23	\$ 23

Agreement between Forward Property Group and the Town of Amherstburg for cost apportionment due to severance or sale of land in the Ouellette Drain East drainage watershed or system.

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

<u>VLADISLAV MAEVSKIY</u> Retained Property Owner 1 (printed)	<u>Nov 15/2023</u> Date	 Retained Property Owner 1 (signature)
<u>VLADISLAV MAEVSKIY</u> Severed Property Owner 2 (printed)	<u>Nov 15/2023</u> Date	 Severed Property Owner 2 (signature)



# The Corporation of The Town of Amherstburg

March 20, 2024

**RE: Section 65 Drainage Apportionment – Consent B/21/23**

Dear Landowner:

This letter is to advise you of changes to the drainage assessment for your parcel located at [REDACTED] Front Road North with legal description CON 1 PT LOT 36, as a condition of severance under Application B/21/23, which proposes to sever a 0.5 acre (0.202 hectare) parcel of land from the existing parcel (Roll No. 3 [REDACTED]). The retained parcel shall have an approximate area of 19.5 acres (7.89 hectares) and remain Low Density Residential, Agricultural, Provincially Significant Wetland and Environmental Protection in the Towns Official Plan and Zoned Residential Type 1A (R1A), Wetland (W), Environmental Protection (EP) zoned land. The attached plan depicts the boundaries of the affected parcels.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the “Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010.”

Administration for the Town of Amherstburg has performed all of the necessary investigations to complete the re-apportionments of drainage assessments for the subject lands. Said lands are located in the watersheds of the following municipal drains constructed by bylaw under the Drainage Act:

**1. Bondy Bastien Drain –**

- Report by C.G.R. Armstrong, dated January 15, 1959
- Report by Rood Engineering Inc. dated November 14, 2023 - By-law 2023-083
- Cost sharing for current and future culvert repairs - By-Law 2023-083
- Future Maintenance Assessment on the South Branch of the Bondy Bastien Drain.

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of the parcel sign the attached form and return to the Public Works Department at 512 Sandwich St South.

Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Sam Paglia, P.Eng.

Drainage Superintendent and Engineering Coordinator

History: the Bondy Bastien Drain became a Municipal Drain in 1959 under the examination of C.G.R. Russell Armstrong where the drain was constructed and culverts at various location where installed. The flow of the drain was 100% to the River Canard and the lands within this agreement were assessed only for works downstream of this parcel for construction and in the ratios set out in the table below. This amount is apportioned to the retained and severed parcel based on the artificial water expected to flow from these lands and into the Bondy Bastien Drain.

The apportionments below reflect the current by-law no. 1457 and are to be used if the Town performs any maintenance on the drain in the event that the current 2023 report is revised by the Tribunal.

1 - Administration has created the following new breakdown for the affected properties:

**Bondy Bastien Drain**

<b>BONDY BASTIEN DRAIN – CURRENT ASSESSMENT</b>							
<b>Existing Assessment – C.G.R. Armstrong – January 15, 1959, By-Law 1457</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
1	PT 36	2.02	██████████	Rhea Jeths	\$ 16	\$10	\$26

<b>BONDY BASTIEN DRAIN – RE-APPORTIONED – 1959 Report C.G.R. Armstrong</b>							
<b>Reapportionment of lands affected by Application for Consent B/21/23</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
1	PT 36	1.818	██████████	Stephen Halls and Amy Lee	\$ 14.00	\$ 9.00	\$ 26.00
1	PT 36	0.202	TBD	TBD	\$ 2.00	\$ 1.00	\$ 26.00

The apportionments below reflect the current by-law no. 2023-018 that is currently adopted, but within the time for appeals to the Tribunal. The ratios below are apportioned according to the adopted report. Any revisions to the report should a Tribunal Decision occur, will be applied to these ratios as per Decision.

2. Administration has created the following new breakdown for the affected properties for the Construction costs:

<b>BONDY BASTIEN DRAIN – CURRENT ASSESSMENT – PROVISIONAL BYLAW - CONSTRUCTION</b>							
<b>Existing Assessment – Rood Engineering – November 14, 2023, By-law 2013-018</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
1	PT 36	2.02	██████████	Barbara & Stephen Halls and Amy Lee	\$ 15,912.00	\$ 2,401.00	\$ 18,313.00

<b>BONDY BASTIEN DRAIN – RE-APPORTIONED - CONSTRUCTION</b>							
<b>Reapportionment of lands affected by Application for Consent B/21/23</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
1	PT 36	1.818	██████████	Stephen Halls and Amy Lee	\$ 14,323.00	\$ 2,161.00	\$ 16,484.00
1	PT 36	0.202	TBD	TBD	\$ 1,589.00	\$ 240.00	\$ 1,829.00
							\$ 18,313.00

3. Administration has created the following new breakdown for the share in Bridge costs downstream. Since the severed parcel is not expected to contribute flows through any downstream bridges, the total cost as depicted in the report is to the retained parcel.

<b>BONDY BASTIEN DRAIN – CURRENT ASSESSMENT – PROVISIONAL BYLAW – BRIDGES</b>							
<b>Existing Assessment – Rood Engineering – November 14, 2023, By-law 2013-018</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>% To Abutting Owner</b>	<b>% to Upstream Lands</b>	<b>TOTAL</b>
1	PT 36	2.02	██████████	Barbara & Stephen Halls and Amy Lee	35.90%	64.10%	<b>100%</b>

<b>BONDY BASTIEN DRAIN – RE-APPORTIONED - BRIDGES</b>							
<b>Reapportionment of lands affected by Application for Consent B/21/23</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>% To Abutting Owner</b>	<b>% to Upstream Lands</b>	<b>TOTAL</b>
1	PT 36	1.818	██████████	Stephen Halls and Amy Lee	35.90%	64.10%	100%
1	PT 36	0.202	TBD	TBD	0%	0%	0%
							<b>100%</b>

4. Administration has created the following new breakdown for the Future Maintenance of the constructed drain.

The Engineers' report assesses the North Branch and South Branch of the Bondy Bastien Drain. After the construction of by-law 2023-018, these parcels will only be assessed for work on the South Branch of the Bondy Bastien Drain. The Schedule of Assessment for the South Branch uses an arbitrary amount of \$5,000 of which the following ratios are apportioned.

**BONDY BASTIEN DRAIN – CURRENT ASSESSMENT – FUTURE MAINTENANCE SOUTH BRANCH.**

Existing Assessment – Rood Engineering – November 14, 2023, By-law 2013-018

Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
1	PT 36	2.02	██████████	Barbara & Stephen Halls and Amy Lee	\$ 91.00	\$ 76.00	\$ 167.00

**BONDY BASTIEN DRAIN – RE-APPORTIONED – FUTURE MAINTENANCE SOUTH BRANCH**

Reapportionment of lands affected by Application for Consent B/21/23

Conc.	Lot	Affected Area (HA)	Roll No.	Owner	Benefit Assessment	Outlet Assessment	TOTAL
1	PT 36	1.818	██████████	Stephen Halls and Amy Lee	\$ 82.00	\$ 68.00	\$ 150.00
1	PT 36	0.202	TBD	TBD	\$ 9.00	\$ 8.00	\$ 17.00
							\$167.00

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**BONDY BASTIEN DRAIN – SOUTH BRANCH**

Agreement by *Barbara & Stephen Halls and Amy Lee* for cost apportionment due to severance or sale of land in the Bondy Bastien Drain drainage watershed or system.

<b>BONDY BASTIEN DRAIN – RE-APPORTIONED – FUTURE MAINTENANCE SOUTH BRANCH</b>							
<b>Reapportionment of lands affected by Application for Consent B/21/23</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
1	PT 36	1.818		Stephen Halls and Amy Lee	\$ 82.00	\$ 68.00	\$ 150.00
1	PT 36	0.202		TBD	\$ 9.00	\$ 8.00	\$ 17.00
							\$167.00

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments to the current drain assessment schedule by resolution.

STEPHEN HALLS  
Retained Property Owner 1 (printed)

03 25 24  
Date

[Signature]  
Retained Property Owner 1 (signature)

Amy Lee  
Retained Property Owner 2 (printed)

Mar 25/24  
Date

[Signature]  
Retained Property Owner 2 (signature)

STEPHEN HALLS  
Severed Property Owner 1 (printed)

03 25 24  
Date

[Signature]  
Severed Property Owner 1 (signature)

Amy Lee  
Severed Property Owner 2 (printed)

Mar 25/24  
Date

[Signature]  
Severed Property Owner 2 (signature)

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**BONDY BASTIEN DRAIN – BRIDGE COST SHARING**

Agreement by *Barbara & Stephen Halls and Amy Lee* for cost apportionment due to severance or sale of land in the Bondy Bastien Drain drainage watershed or system.

<b>BONDY BASTIEN DRAIN – RE-APPORTIONED - BRIDGE COST SHARING</b>							
<b>Reapportionment of lands affected by Application for Consent B/21/23</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>% To Abutting Owner</b>	<b>% to Upstream Lands</b>	<b>TOTAL</b>
1	PT 36	1.818	[REDACTED]	Stephen Halls and Amy Lee	35.90%	64.10%	100%
1	PT 36	0.202		TBD	0%	0%	0%
							<b>100%</b>

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments to the current drain assessment schedule by resolution.

<u>STEPHEN HALLS</u> Retained Property Owner 1 (printed)	<u>03/25/24</u> Date	<u>[Signature]</u> Retained Property Owner 1 (signature)
<u>Amy Lee</u> Retained Property Owner 2 (printed)	<u>Mar 25/24</u> Date	<u>[Signature]</u> Retained Property Owner 2 (signature)
<u>STEPHEN HALLS</u> Severed Property Owner 1 (printed)	<u>03/25/24</u> Date	<u>[Signature]</u> Severed Property Owner 1 (signature)
<u>Amy Lee</u> Severed Property Owner 2 (printed)	<u>Mar 25/24</u> Date	<u>[Signature]</u> Severed Property Owner 1 (signature)

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**BONDY BASTIEN DRAIN**

Agreement by *Barbara & Stephen Halls and Amy Lee* for cost apportionment due to severance or sale of land in the Bondy Bastien Drain drainage watershed or system.

<b>BONDY BASTIEN DRAIN – RE-APPORTIONED - 1959 Report – C.G. R. Armstrong</b>							
<b>Reapportionment of lands affected by Application for Consent B/21/23</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
1	PT 36	1.818		Stephen Halls and Amy Lee	\$ 14.00	\$ 9.00	\$ 26.00
1	PT 36	0.202		TBD	\$ 2.00	\$ 1.00	\$ 26.00

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments to the current drain assessment schedule by resolution.

STEPHEN HALLS  
Stephen Halls  
Retained Property Owner 1 (printed)

03 25 24  
Date

Stephen Halls  
Retained Property Owner 1 (signature)

Amy Lee  
Retained Property Owner 2 (printed)

Mar 25 24  
Date

Amy Lee  
Retained Property Owner 2 (signature)

STEPHEN HALLS  
Severed Property Owner 1 (printed)

03 25 24  
Date

Stephen Halls  
Severed Property Owner 1 (signature)

Amy Lee  
Severed Property Owner 2 (printed)

Mar. 25 24  
Date

Amy Lee  
Severed Property Owner 2 (signature)

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**BONDY BASTIEN DRAIN - CONSTRUCTION**

Agreement by *Barbara & Stephen Halls and Amy Lee* for cost apportionment due to severance or sale of land in the Bondy Bastien Drain drainage watershed or system.

<b>BONDY BASTIEN DRAIN – RE-APPORTIONED - CONSTRUCTION</b>							
<b>Reapportionment of lands affected by Application for Consent B/21/23</b>							
<b>Conc.</b>	<b>Lot</b>	<b>Affected Area (HA)</b>	<b>Roll No.</b>	<b>Owner</b>	<b>Benefit Assessment</b>	<b>Outlet Assessment</b>	<b>TOTAL</b>
1	PT 36	1.818		Stephen Halls and Amy Lee	\$ 14,323.00	\$ 2,161.00	\$ 16,484.00
1	PT 36	0.202		TBD	\$ 1,589.00	\$ 240.00	\$ 1,829.00
							\$ 18,313.00

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments to the current drain assessment schedule by resolution.

STEPHEN HALLS  
Stephen Halls  
Retained Property Owner 1 (printed)

03 25 24  
Date

Stephen Halls  
Retained Property Owner 1 (signature)

Amy Lee  
Retained Property Owner 2 (printed)

Mar 25 24  
Date

Amy Lee  
Retained Property Owner 2 (signature)

STEPHEN HALLS  
Stephen Halls  
Severed Property Owner 1 (printed)

03 25 24  
Date

Stephen Halls  
Severed Property Owner 1 (signature)

Amy Lee  
Severed Property Owner 2 (printed)

Mar 25 24  
Date

Amy Lee  
Severed Property Owner 2 (signature)



# The Corporation of The Town of Amherstburg

January 31, 2024

**RE: Section 65 Drainage Apportionment – Consent B/04/23**

Dear Landowner:

This letter is to advise you of changes to the drainage assessment for your property for the parcel located at [REDACTED] Concession Road 6 North with Roll Number 3 [REDACTED] and legally described as ANDERDON CON 6 PT LOT 1 RP, 12R1692 PT PART 1 RP, 12R18262 PART 2 in the former geographic township of Anderdon and herein referenced as Parcel No. 1. This is in relation to the Application for Consent B/04/23, which proposes to sever a 0.138 hectare area of land and merge it with a parcel of land located at [REDACTED] Concession Road 6 North with Roll number [REDACTED] legally described as ANDERDON CON 6 PT LOT 1 AND, RP, 12R6390 PART 1 RP, 12R12503 PART 1 RP 12R13024, PART 1 RP 12R18262 P also in the former township of Anderdon and herein referenced as Parcel No. 2.

Parcel No. 1 has a current land area of 0.631 hectares as shown on the Towns mapping system, and parcel No. 2 has an affected area of 15.82 hectares. Parcel No. 1 is residential and Parcel No. 2, agricultural and both will remain zoned as such after this severance is finalized.

The results of the severance will render the area of Parcel No. 1 as 0.492 hectares and respectively, Parcel No. 2 with 15.96 hectares. The area being merged to Parcel No. 2 will be eligible for grants related to drainage assessments in line with criteria in the Agricultural Drainage Infrastructure Program Policies provide the lands are up to date with their Farm Tax Class Tax Rate Program available through Agricorp Ontario.

The re-apportionment of the drainage assessments for the lands described above proposed under this letter is in accordance with Section 65(2) of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended in 2010." It is the responsibility of every landowner in Ontario to not only capture, but convey the stormwater that their lands receive to a sufficient outlet. Typically, this is accomplished through drainage infrastructure. These apportionments are only in relation to the Municipal Drains governed by the Act, and are only to be used until such time as Council appoints an Engineer to update the current bylaw for the affected lands.

Administration for the Town of Amherstburg has reviewed all municipal drain reports under bylaw in order to complete this re-apportionment of drainage assessments for the subject lands. Said lands are located within the following watersheds, and are assessed into the following municipal drain(s) constructed by bylaw under the Drainage Act:

**1. Long Marsh Drain** – Report by N.J. Peralta, P.Eng., dated January 27, 1993, by-law 2917

In the Engineers report appended to the By-Law, the lands affected herein were assessed for areas that are NOT currently depicted in the engineers report. These lands were at some point, part of four (4) parcels of land that have gone through severances and now form the parcels current areas. As part of this severance, and in accordance with the Act, all parties to the severance must agree on their share of assessment in an apportionment agreement or the agreement cannot be used or approved by Council.

A summary of affected and assessed parcels in the report is as follows;

<b>Long Marsh Drain - Existing assessments under report dated January 27,1993 under By-Law 2917</b>							
<b>Drainage Assessment Liability as per report</b>							
<b>Roll as per report</b>	<b>Owner (1993)</b>	<b>Affected area (Hectare)</b>	<b>Special Benefit</b>	<b>Benefit</b>	<b>Outlet</b>	<b>% assessed</b>	<b>Total Assessment</b>
	Morris Kurzuk	12.93	\$295.00	\$ 464.00	\$ 793.00	42%	\$ 1,552.00
	Morris & Marlene Kurzuk	2.22		\$ 116.00	\$ 327.00	15%	\$ 443.00
	Ertilio & Regina Rubli	10.21	\$295.00	\$ 289.00	\$ 649.00	31%	\$ 1,233.00
	Francis & Rita Beaudoin	2.29	\$ 60.00	\$ 173.00	\$ 173.00	12%	\$ 406.00
		<b>27.65</b>				<b>100%</b>	<b>\$ 3,634.00</b>

The Engineer in the By-Law indicates that Future Maintenance performed by the Town is to be assessed using the ratios in the Schedule of Assessment under Benefit Liability and Outlet Liability only. Any Special charge or Special Benefit Liabilities are not to be used in the calculations to assess future maintenance. The above table is adjusted to provide ratios for future maintenance and cost apportionment is as follows:

<b>Long Marsh Drain - Existing assessments under report dated January 27,1993 under By-Law 2917</b>						
<b>Drainage Assessment Liability for Future Maintenance Works</b>						
<b>Roll as per report</b>	<b>Owner (1993)</b>	<b>Affected area (Hectare)</b>	<b>Benefit</b>	<b>Outlet</b>	<b>Total Assessment</b>	
	Morris Kurzuk	12.93	\$ 464.00	\$ 793.00	\$ 1,257.00	
	Morris & Marlene Kurzuk	2.22	\$ 116.00	\$ 327.00	\$ 443.00	
	Ertilio & Regina Rubli	10.21	\$ 289.00	\$ 649.00	\$ 938.00	
	Francis & Rita Beaudoin	2.29	\$ 173.00	\$ 173.00	\$ 346.00	
		<b>27.65</b>	<b>\$ 1,042.00</b>	<b>\$ 1,942.00</b>	<b>\$ 2,984.00</b>	
Future Maintenance Totals- amount to apportion from By-Law						<b>\$ 2,984.00</b>

Since parcel 020-003\*\*\* and 020-064 above were assessed in 1993 for a portion of land belonging to them at that time, but have since severed or merged and both currently are reduced in size today, the area that has been from those parcels and effectively merged and assumed with the affected parcels in this agreement. Therefore the drainage assessment relative to the current lands is apportioned. The result of the reduction of land for unaffected parcels results in a reduced ratio for share of drainage as well as a reduced dollar values and therefore can be considered agreeable under the auspices of Section 65 of the Act and for the sake of this re-apportioned only, parcels in this application for severance must pay their fair share of the drainage assessments shown above.

The following table shows the applicant lands liability to the Long Marsh Drain and will be used to apportion these lands as per Section 65 of the Act.

<b>Long Marsh Drain - Current apportioned assessments as per past severances/mergers</b>					
<b>Drainage Assessment Liability for Future Maintenance Works</b>					
<b>Roll as per report</b>	<b>Owner (1993)</b>	<b>Affected area (Hectare)</b>	<b>Benefit</b>	<b>Outlet</b>	<b>Total Assessment</b>
	Morris Kurzuk	15.82	\$ 534.02	\$ 912.67	\$ 1,446.69
	Morris & Marlene Kurzuk	0.63	\$ 101.42	\$ 285.90	\$ 387.33
					<b>\$ 1,834.01</b>

### 1. Long Marsh Drain – Re-Appportionment

Administration has created the following new breakdown for the affected properties:

<b>Long Marsh Drain - Reapportioned assessments as per B/04/23</b>					
<b>Roll as per report</b>	<b>Owner (1993)</b>	<b>Affected area (Hectare)</b>	<b>Benefit</b>	<b>Outlet</b>	<b>Total Assessment</b>
	Morris Kurzuk	15.958	\$ 597.32	\$ 1,126.66	\$ 1,723.97
	Morris & Marlene Kurzuk	0.492	\$ 38.13	\$ 71.91	\$ 110.04
			\$ 635.44	\$ 1,198.57	<b>\$ 1,834.01</b>

If you are in agreement with the new breakdown of your property listed in the attached chart(s), please have all registered owners of your property sign the attached form and return to the Public Works Department at 512 Sandwich St South or to the Planning Department at 3295 Meloche Road (Libro Centre).

Under Section 65(2) of the Drainage Act, if the agreement is approved by Council by resolution, no engineer will need to be instructed to complete a re-apportionment.

Should you have any questions or require further clarification, please feel free to contact myself at (519) 736-3664 ext 2318.

Sincerely,

Sam Paglia, P.Eng.  
Drainage Superintendent and Engineering Coordinator

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**Agreement between Property Owners for Drain Apportionment  
due to Land Severance or Sale**

**LONG MARSH DRAIN**

Agreement between Morris William Kurzuk, Annelie Kurzuk, and Morris William Kurzuk, Mark Kurzuk for cost apportionment due to severance or sale of land in the Long Marsh Drain drainage watershed or system.

I, (we) agree to the drainage apportionment as listed below that the Town of Amherstburg has calculated for our property, and hereby petition the Council of the Town of Amherstburg to fix these new apportionments by resolution.

Long Marsh Drain - Reapportioned assessments as per B/04/23 for By-Law 2917 (1993)					
Roll as per report	Owner	Affected area (Hectare)	Benefit	Outlet	Total Assessment
██████████	Morris William Kurzuk, Annelie Kurzuk	15.958	\$ 597.32	\$ 1,126.66	\$ 1,723.97
██████████	Morris William Kurzuk, Mark Kurzuk	0.492	\$ 38.13	\$ 71.91	\$ 110.04
			\$ 635.44	\$ 1,198.57	\$ <b>1,834.01</b>

Morris William Kurzuk  
Property Co-Owner 1

3.12.2024  
Date

Morris W. Kurzuk  
(signature)

Mark Kurzuk  
Property Co-Owner 1

3.13.2024  
Date

[Signature]  
(signature)

Annelie Kurzuk  
Property Co-Owner 2

3.12.2024  
Date

Annelie Kurzuk  
(signature)

Morris William Kurzuk  
Property Co-Owner 2

3.12.2024  
Date

Morris W. Kurzuk  
(signature)



**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**OFFICE OF ENGINEERING AND PUBLIC WORKS**

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

<b>Author's Name: Sam Paglia</b>	<b>Report Date: March 11, 2024</b>
<b>Author's Phone: 519 736-3664 ext. 2318</b>	<b>Date to Drainage Board: April 4, 2024</b>
<b>Author's E-mail: <a href="mailto:spaglia@amherstburg.ca">spaglia@amherstburg.ca</a></b>	<b>Resolution #: N/A</b>

**To: Members of the Drainage Board**

**Subject: Authorizing By-Law – Chappus Drain**

---

**1. RECOMMENDATION:**

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated March 11, 2024 regarding Authorizing By-Law for the Chappus Drain **BE RECEIVED**;
2. The drainage report dated April 13, 2023 by Gerard Rood, P.Eng., of Rood Engineering Inc. **BE RECEIVED**;
3. That LaSalle Council's decision to proceed with the drainage works under LaSalle By-Law No. 8823 **BE RECEIVED**;
4. That By-Law No 2024-025 **BE READ 3 TIMES** to become the Authorizing By-Law for the future repair and maintenance of the Chappus Drain for the portion of drain within the limits of the Town of Amherstburg.

**2. BACKGROUND:**

Under the provisions of the Drainage Act (Act), when the Council of any municipality undertaking the repair/Improvements of a drainage works by By-Law, serves upon the Clerk of any other municipality liable to contribute to any portion of those works, the affected municipality must pass a By-Law of their own in order to repair and maintain their portion of the drainage works within their municipality and the Council of that municipality must have a bylaw for which to perform the works and to recover costs for said works.

**3. DISCUSSION:**

Section 75 of the Act discusses the obligation on each Council to adopt a By-Law which permits Council to not only furnish the funds required to complete a drainage works, it also provides a mechanism to recover the cost furnished by that By-Law from the lands, roads and agencies affected and liable for the drainage works.

Drainage has no boundaries when another Municipality is the initiating municipality under the Act. In other words, the initiating municipality carries the work adopted through to a sufficient outlet even if it enters one or more adjacent municipalities through the authority of their adopted bylaw. Any assessments to any of the adjacent municipalities are collected by the initiating municipality as per the ratios in the adopted Engineers' Report appended to the initiating municipality's By-Law.

After the construction and assessment of the works, the adjacent municipality then must create a bylaw of their own in order to levy costs assessed to the lands within that municipality when it performs repair and maintenance on the drain. This By-Law is called an Authorizing By-Law and provides the mechanism for the non-initiating municipality to levy the costs to the affected lands, roads and agencies affected by the works and within their jurisdiction on a bylaw for the drain passed by another municipality.

**4. RISK ANALYSIS:**

Under the provisions of the Act, any drainage works constructed shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, and at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works, and in the proportions determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report of on an appeal.

The Town is obligated to construct, maintain and repair drainage works and to recover the cost to do so from all affected lands, but only as dictated by the current bylaw for said drain. If the Town assessed cost for maintenance using another municipality's by-law, it could face appeals from landowners. Landowner have appeal rights on their assessment for the construction, maintenance or repair of a drainage works.

**5. FINANCIAL MATTERS:** - Town costs to administer the Act are not recoverable.

**6. CONSULTATIONS:** - N/A

**7. CONCLUSION:** - Administration is recommending that By-Law 2024-025 be adopted and used for the repair and maintenance of the Chappus Drain.



Sam Paglia, P.Eng.,  
**Drainage Superintendent and Engineering Coordinator**

**The Corporation of the Town of LaSalle**

**By-law Number 8823**

A By-law to provide for the repair and improvements of the Chappus Drain in the Town of LaSalle, in the County of Essex

**Whereas** the Council of the Corporation of the Town of LaSalle (hereafter, “the Town”), in the County of Essex, has procured a report under section 78 (5) of the Drainage Act for the repair and improvement of the Chappus Drain;

**And whereas** the Drainage Report for the repair and improvement of the Chappus Drain in the Town of LaSalle (hereafter “Drainage Report”) dated April 18, 2023, has been authored by Gerard Rood at Rood Engineering Inc. and said report is attached hereto as Schedule “A” and forms part of this By-law;

**And whereas** \$247,600.00 is the estimated cost for the engineering and construction of the drainage works and will be the responsibility of the property owners;

**And whereas** the Council of the Corporation of the Town of LaSalle is in the opinion that the proposed drainage works for the maintenance, improvement and realignment of the Chappus is desirable.

**Now therefore the Council of the Corporation of the Town of LaSalle, pursuant to the Drainage Act hereby enacts as follows:**

**1. Authorization**

That the Drainage Report providing for the repair and improvement, inclusive of assessment schedule and final drawings, of the Chappus Drain dated April 18, 2023, as prepared by Rood Engineering Inc, attached hereto as Schedule “A” and forming part of this By-law, is hereby adopted and the drainage works as described therein are approved and shall be completed in accordance therewith.

**2. Borrowing**

That the Town may borrow on the credit of the Corporation the amount of \$247,600.00 being the amount necessary for the completion of the drainage works.

**3. Debentures**

That the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:

- a. Grants received under Section 85 of the said Act;
- b. Commuted payments made in respect of land and roads assessed.

**4. Payment**

That the terms for the payment of debentures will be set in accordance with Town of LaSalle Municipal Drainage Billing and Collection Policy, F-GEN-010.

5. That the Mayor and Clerk be authorized to enter into an agreement for the construction of the drainage works to be made with some person or persons, firm or corporations, subject to the approval of Council.

6. That this Bylaw shall come into force upon and after the final passing thereof.

Read a first and second time this 26 September, 2023

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Read a third and final time this 12 day of March, 2024.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2024-025**

**By-law to provide for the adoption of the report of Mr. Gerard Rood, P.Eng of Rood Engineering Inc. for the Chappus Drain**

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**WHEREAS** a request for improvement of the Chappus Drain was received by the Corporation of the Town of LaSalle under section 78 of the Drainage Act;

**AND WHEREAS** Council of the Town of LaSalle procured and adopted a report for the repair and improvement to the Chappus Drain.

**AND WHEREAS** the fully adopted report appended to LaSalle By-Law 8823 for the Repair and Improvement of the Chappus Drain (hereafter “Drainage Report”) dated April 18, 2023 and authored by Mr. Gerard Rood, P.Eng., of Rood Engineering Inc., is attached hereto as Schedule “A” and forms part of this By-Law.

**AND WHEREAS** The Council of the Corporation of the Town of Amherstburg, pursuant to the Drainage Act hereby enacts the following;

1. That the Drainage Report providing for the repair and improvement, inclusive of the assessment schedule and future maintenance schedule and final drawings, for the Chappus Drain attached hereto as Schedule “A” and forming part of this By-Law, is hereby adopted under this Amherstburg By-Law in order to enact cost recovery mechanisms for lands within the Town of Amherstburg as depicted in the Drainage Report.

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

**1. AUTHORIZATION**

The attached Drainage Report adopted by the Town of LaSalle by-law 8823, be given a Town of Amherstburg By-Law number 2024-025 to permit the future recovery of maintenance assessments levied to Amherstburg Lands.

Read a first, second and third time and fully adopted this 22<sup>nd</sup> day of April, 2024.

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MAYOR – MICHAEL PRUE

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CLERK – KEVIN FOX



**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**OFFICE OF ENGINEERING AND PUBLIC WORKS**

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

<b>Author's Name: Sam Paglia</b>	<b>Report Date: March 18, 2024</b>
<b>Author's Phone: 519 736-3664 ext. 2318</b>	<b>Date to Drainage Board: April 4, 2024</b>
<b>Author's E-mail: <a href="mailto:spaglia@amherstburg.ca">spaglia@amherstburg.ca</a></b>	<b>Resolution #: N/A</b>

**To: Members of the Drainage Board**

**Subject: Authorizing By-Law – West Townline Drain**

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**1. RECOMMENDATION:**

It is recommended that:

1. The report from the Drainage Superintendent and Engineering Coordinator dated March 18, 2024 regarding Authorizing By-Law for the West Townline Drain **BE RECEIVED**;
2. The drainage report dated October 19, 2016 by Gerard Rood, P.Eng., of Rood Engineering Inc. **BE RECEIVED**;
3. That Essex Council's decision to proceed with the drainage works under Essex By-Law No. 1837 **BE RECEIVED**;
4. That By-Law No 2024-027 **BE READ 3 TIMES** to become the Authorizing By-Law for the future repair and maintenance of the West Townline Drain for the portion of drain within the limits of the Town of Amherstburg.

**2. BACKGROUND:**

Under the provisions of the Drainage Act (Act), when the Council of any municipality undertaking the repair/Improvements of a drainage works by By-Law, serves upon the Clerk of any other municipality liable to contribute to any portion of those works, the affected municipality must pass a By-Law of their own in order to repair and maintain their portion of the drainage works within their municipality and the Council of that municipality must have a bylaw for which to perform the works and to recover costs for said works.

**3. DISCUSSION:**

Section 75 of the Act discusses the obligation on each Council to adopt a By-Law which permits Council to not only furnish the funds required to complete a drainage works, it also provides a mechanism to recover the cost furnished by that By-Law from the lands, roads and agencies affected and liable for the drainage works.

Drainage has no boundaries when another Municipality is the initiating municipality under the Act. In other words, the initiating municipality carries the work adopted through to a sufficient outlet even if it enters one or more adjacent municipalities through the authority of their adopted bylaw. Any assessments to any of the adjacent municipalities are collected by the initiating municipality as per the ratios in the adopted Engineers' Report appended to the initiating municipality's By-Law.

After the construction and assessment of the works, the adjacent municipality then must create a bylaw of their own in order to levy costs assessed to the lands within that municipality when it performs repair and maintenance on the drain. This By-Law is called an Authorizing By-Law and provides the mechanism for the non-initiating municipality to levy the costs to the affected lands, roads and agencies affected by the works and within their jurisdiction on a bylaw for the drain passed by another municipality.

**4. RISK ANALYSIS:**

Under the provisions of the Act, any drainage works constructed shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, and at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works, and in the proportions determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report of on an appeal.

The Town is obligated to construct, maintain and repair drainage works and to recover the cost to do so from all affected lands, but only as dictated by the current bylaw for said drain. If the Town assessed cost for maintenance using another municipality's by-law, it could face appeals from landowners. Landowner have appeal rights on their assessment for the construction, maintenance or repair of a drainage works.

**5. FINANCIAL MATTERS:** - Town costs to administer the Act are not recoverable.

**6. CONSULTATIONS:** - N/A

**7. CONCLUSION:** - Administration is recommending that By-Law 2024-027 be adopted and used for the repair and maintenance of the West Townline Drain.



Sam Paglia, P.Eng.,  
**Drainage Superintendent and Engineering Coordinator**

**The Corporation of the Town of Essex**

**By-Law Number 1837**

**Being a by-law to provide for West Townline Drain New Bridge for Union Gas (Part Lot 1, Con. 3) and Updated Maintenance Schedule of Assessment, Geographic Township of Colchester South, Project REI2016D061, Town of Essex, County of Essex**

**Whereas** the Town of Essex Drainage Department recommended that Council appoint a Drainage Engineer to prepare a drainage report for the New Bridge for Union Gas (Part Lot 1, Con. 3) and Updated Maintenance Schedule of Assessment Geographic Township of Colchester South, Project REI2016D061, Town of Essex, County of Essex REI Project 2016D061;

**And Whereas** Section 78 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010, states that the Council of any municipality whose duty it is to maintain and repair the drainage works or any part thereof, may on the report of an Engineer appointed by it, complete the drainage works as set forth in such report;

**And Whereas** a drainage report dated October 19<sup>th</sup>, 2016 and considered by the Drainage Board at its April 26<sup>th</sup>, 2019 Consideration of Report meeting, has been procured and made by Gerard Rood, Professional Engineer, Rood Engineering Inc. and that the said report is attached hereto and forms part of this by-law;

And Whereas the Council of The Corporation of the Town of Essex is of the opinion that the said drainage works and/or improvements are warranted and desirable;

Now therefore the Council of The Corporation of the Town of Essex pursuant to the Drainage Act enacts as follows:

1. That the considered report dated April 26<sup>th</sup>, 2019 and attached hereto as Schedule A to this By-law is hereby adopted and the said drainage works and/or improvements as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the Town of Essex may borrow on the credit of the Corporation the amount of \$17,200.00, the amount necessary for the construction of the said drainage works.

3. That the Corporation may issue debentures for the amount borrowed less the total amount of:

- Grants received under Section 85 of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended, 2010;
- Commuted payments made in respect of lands and roads assessed within the Municipality;
- Money paid under Section 61(3) of the Drainage Act, R.S.O. 1990, Chapter D. 17, as amended 2010;

and such debentures shall be made payable: a) in the case of assessments in value of between \$500.00 and \$9,999.99 within (5) five years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities; or b) in the case of assessments in value of \$10,000.00 and greater, within (10) ten years from the date of the debenture and shall bear interest at a rate not higher than the lending rates published by Infrastructure Ontario for municipalities

4. That a special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule, to be collected in the same manner as other taxes collected in each year for (5) five or (10) ten years (as applicable) after the passing of this by-law.
5. For paying the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon, shall be levied upon the whole rateable property in the Town of Essex, in each year for five years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
6. All assessments of \$499.99 or less are payable in the first year in which the assessment is imposed.
7. The by-law comes into force on the passing thereof and may be cited as "West Townline Drain New Bridge for Union Gas".

**Read a first and a second time and provisionally adopted on July 15, 2019.**



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Mayor



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Clerk

**Read a third time and finally passed on** September 3, 2019.



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Mayor



\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2024-027**

**By-law to provide for the adoption of the report of Mr. Gerard Rood, P.Eng of Rood Engineering Inc. for the West Townline Drain**

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**WHEREAS** a request for improvement and updated maintenance schedule of assessment of the West Townline Drain was received by the Corporation of the Town of Essex under section 78 of the Drainage Act;

**AND WHEREAS** Council of the Town of Essex procured and adopted a report for the repair and improvement to the West Townline Drain.

**AND WHEREAS** the fully adopted report appended to Essex By-Law 1837 for the Repair and Improvement of the West Townline Drain (hereafter “Drainage Report”) dated October 19, 2016 and authored by Mr. Gerard Rood, P.Eng., of Rood Engineering Inc., is attached hereto as Schedule “A” and forms part of this By-Law.

**AND WHEREAS** The Council of the Corporation of the Town of Amherstburg, pursuant to the Drainage Act hereby enacts the following;

1. That the Drainage Report providing for the repair and improvement, inclusive of the assessment schedule and future maintenance schedule and final drawings, for the West Townline Drain attached hereto as Schedule “A” and forming part of this By-Law, is hereby adopted under Amherstburg By-Law in order to provide the cost recovery mechanisms for lands within the Town of Amherstburg as depicted in the Drainage Report.

**NOW THEREFORE** the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

**1. AUTHORIZATION**

The attached Drainage Report adopted by the Town of Essex by-law 1837, be given a Town of Amherstburg By-Law number 2024-027 to permit the future recovery of maintenance assessments levied to Amherstburg Lands.

Read a first, second and third time and fully adopted this 22<sup>nd</sup> day of April, 2024.

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MAYOR – MICHAEL PRUE

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CLERK – KEVIN FOX