

Regular Council Meeting Agenda

Date: Tuesday, February 14, 2023, 7:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Pages

- A. Roll Call
- B. Order
- C. Report Out of Closed Meeting
- D. Moment of Silence
- E. National Anthem
- F. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

- G. Disclosure of Pecuniary Interest

- H. Minutes

- | | |
|--|---------|
| 1. Regular Council Meeting - January 25, 2023 | 9 - 23 |
| 2. Public Council Meeting - January 25, 2023, Tender Results | 24 - 26 |
| 3. Public Council Meeting - January 25, 2023, Antaya Drain | 27 - 30 |

- | | | |
|----|--|---------|
| 4. | Public Council Meeting - January 25, 2023, Branch of South Talbot and Holden Outlet Drain - Meo Bridge | 31 - 33 |
| 5. | Special Council Meeting - January 25, 2023, Council Workshop on Procedure By-Law | 34 - 36 |
| 6. | Special Council Meeting - January 17, 2023, Proposed Business Plan and Budget 2023 | 37 - 40 |
| 7. | Special Council Meeting - January 26, 2023, Capital Work Plans | 41 - 44 |

Recommendation

Moved by _____

Seconded by _____

That the January 25, 2023 minutes of the Regular Council, the January 25, 2023 Public Council Meetings, and the January 17 and 26, 2023, Special Council Meetings as were duplicated and delivered to the members, **be adopted**.

I. Supplementary Agenda Adoption

J. Delegations

K. Communications - For Information

- | | | |
|----|---|---------|
| 1. | Essex Region Conservation Authority dated January 25, 2023
Re: Fee Schedule for 2023 (View here) | |
| 2. | Town of Tecumseh dated January 31, 2023
Re: Support for requests by Toronto Police Services Board related to Federal Bail Reform | 45 - 46 |
| 3. | Municipality of Lakeshore dated February 1, 2023
Re: Stormwater Master Plan - Notice of Public Information Centre | 47 - 47 |
| 4. | Deputy Minister and Commissioner of Emergency Management dated February 3, 2023
Re: Ontario's Provincial Emergency Management Strategy and Action Plan | 48 - 49 |

Recommendation

Moved by _____

Seconded by _____

That Communications - For Information 1 through 4 as listed on the Tuesday, February 14, 2023 Regular Council Agenda, **be received**.

L. Communications - Action Required

1. Essex Region Conservation Authority dated February 1, 2023

50 - 51

Re: Support for Municipal Member Appointment for the Essex Region
Source Protection Committee

Recommendation

Moved by _____

Seconded by _____

That the Council of the Town of Tecumseh **endorse** the municipal appointments of Dennis Rogers, Union Water Supply System; and Frank Garardo, City of Windsor, to the Essex Region Source Protection Committee;

And that this motion be sent to the Essex Region Conservation Authority to be included in the Essex Region Source Protection Authority Committee meeting scheduled for April 13, 2023.

M. Committee Minutes

1. Police Services Board - January 16, 2023

52 - 59

Recommendation

Moved by _____

Seconded by _____

That the January 16, 2023 minutes of the Police Services Board as were duplicated and delivered to the members, **be accepted**.

N. Reports

1. Chief Administrative Officer - People & Culture

- a. CAO-2023-02 Non-Union and Council Economic Salary Adjustment 2023

60 - 65

Recommendation

Moved by _____

Seconded by _____

That CAO-2023-02 entitled “Non-Union and Council Economic Adjustment for 2023,” **be received;**

And that an annual economic adjustment for 2023 of 2.0% **be approved**, effective January 1, 2023, for the Management and Non-union Administrative Staff Wage Grid, in accordance with the Compensation and Salary Administration Policy No. 67;

And further that an annual economic adjustment for 2023 **be approved** as follows, in accordance with By-Law No. 2006-84, as amended by By-law No. 2019-62, being a by-law to provide for the remuneration of Members of Council:

Mayor 2.0%

Deputy Mayor 0.5%

Councillors 1.0%

2. Community & Recreation Services

- a. CRS-2023-01 CADA Library Renovation - Final Concept Design

66 - 75

Recommendation

Moved by _____

Seconded by _____

That Report CRS-2023-01 CADA Library Renovation – Final Concept Design, **be received;**

And that the final conceptual design recommendations outlined in Attachment 1 to Report CRS-2023-01 to renovate the CADA Library Building located at 13675 St. Gregory’s Road, **be approved.**

3. Financial Services

- a. FS-2023-01 Taxes Receivable December 2022

76 - 82

Recommendation

Moved by _____

Seconded by _____

That Report FS-2023-01 Taxes Receivable December 2022, be received.

4. Legislative & Clerk Services

- a. LCS-2023-01 Procedural By-Law Sub-Committee

83 - 86

Recommendation

Moved by _____

Seconded by _____

That Report LCS-2023-01 entitled "Procedural By-Law Sub-Committee" be received;

And that consideration be given to strike an Ad-hoc Sub-Committee of Council for the purpose or mandate of providing a review together with recommendations concerning amendments to the Town's current Procedural By-Law 2022-013;

And further that Council **appoint** (3) three of its members to this committee to carry out the mandate of this Sub-Committee in consultation with the Clerk.

- b. LCS-2023-02 Court of Revision Appointment for 4th Concession Drain

87 - 188

Recommendation

Moved by _____

Seconded by _____

That Report LCS-2023-02 entitled Court of Revision Appointment - 4th Concession Drain be received;

And that Council **appoint** one of its members to the Town of Lasalle Court of Revision (scheduled to convene and sit on March 23, 2023 at 4 p.m. in LaSalle Council Chambers) to hear any appeals on the assessment from the Drainage Report in relation to improvements for the 4th Concession Drain, as prepared by RC Spencer Associates Inc. dated August 5, 2022.

5. Public Works & Engineering Services

- a. PWES-2023-09 DMAF Phase 1 Scully-St. Mark's Pump Station Preorder for Generators - Tender Results 189 - 197

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2023-09 Disaster Mitigation and Adaptation Fund Phase 1: Scully-St. Mark's Pump Station Preselection and Prepurchase of Backup Generator Request for Quotations Results, **be received**;

And that the quotes submitted on January 12, 2023 for the supply of one diesel generator set for the Scully-St. Mark's Pump Station Project, **be rejected**.

- b. PWES-2023-14 DMAF 2020 Intake - Phase 2 PJ Cecile Storm Pump Station - Award of Engineering Consulting Services 198 - 202

Recommendation

Moved by _____

Seconded by _____

That Council **award** the Engineering Consulting Services for the P.J. Cecile Storm Pump Station Replacement Project in the amount \$1,157,400 excluding HST to Stantec Consulting Ltd. as an Irregular Result under the Town of Tecumseh Purchasing Policy and Schedule 'A' of By-law 2021-60;

And that By-law 2023-20 **be given** the first, second, third and final reading to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's Solicitor, with Stantec Consulting Ltd.

O. By-Laws

1. By-Law 2023-020 St. Cecile Pumping Station Replacement Project - Engineering Services with Stantec Consulting 203 - 277

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Stantec Consulting Inc for Engineering Services for the PJ Cecile Pump Station Replacement Project

2. By-Law 2023-021 Demonte Drain (1st and 2nd reading) 278 - 334

Being a by-law to provide for the repair and improvements to the Demonte Drain

3. By-Law 2023-022 Gouin Drain (1st and 2nd Reading)
Being a by-law to provide for the repair and improvements to the Gouin Drain
4. By-Law 2023-023 Dog Tag Fees 335 - 336
Being a by-law to amend By-Law No. 2003-91, being a by-law to provide for the regulation, restriction and prohibition of the keeping and running-at-large of dogs in the Town of Tecumseh
5. By-Law 2023-025 Amendment to Water and Wastewater Rates for 2023 337 - 339
Being a by-law to amend By-Law 2022-102, being a by-law to establish the water and wastewater rates for the year 2023

P. Unfinished Business

1. February 14, 2023 340 - 340

Q. New Business

R. Motions

1. County Road 46 Request for Speed Reduction 341 - 342

This motion was brought forward by Councillor Tania Jobin

Recommendation

Moved by _____

Seconded by _____

That the County of Essex **be requested** to amend the speed limit on County Road 46 from 80 km/hr to 60 km/hr, from County Road 46 at the intersection of County Road 19 (Manning Road);

And that as County Road 46 east of County Road 19 (Manning Road) is located within the Municipality of Lakeshore that this motion **be sent** to the Clerk of the Municipality of Lakeshore for Council's support and endorsement;

And further that this motion and background **be sent** to the Clerk for the County of Essex requesting they be placed on the next regular meeting of County Council's Agenda for consideration.

Recommendation

Moved by _____

Seconded by _____

That By-Law 2023-026 being a by-law to confirm the proceedings of the Tuesday, February 14, 2023, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

S. Notices of Motion

T. Next Meeting

Tuesday, February 28, 2023

4:00 pm Special Council Meeting - MFIPPA Workshop

5:00 pm Public Council Meeting - ZBA - 13931 Riverside Drive

6:00 pm Public Council Meeting - Shuttleworth Drain

6:30 pm Public Council Meeting - Sullivan Creek Drain

7:00 pm Regular Council Meeting

U. Adjournment

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, February 14, 2023 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council

Minutes

Date: Wednesday, January 25, 2023
Time: 7:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misk-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Community Safety & Fire Chief, Wade Bondy
Director Technology & Client Services, Shaun Fuerth
Director Community & Recreation Services, Beth Gignac
Director Financial Services & Chief Financial Officer, Tom Kitsos
Acting Clerk, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Manager Engineering Services, John Henderson

A. Roll Call

B. Order

The Mayor calls the meeting to order at 7:00 pm.

C. Report Out of Closed Meeting

The Mayor reported that a closed meeting was held earlier this evening at 5:30 pm in accordance with and as permitted by Section 239(2)(c) of the Municipal Act. At this meeting, Council received an update and provided direction to Administration regarding two potential acquisitions of Land.

Immediately following the In-Camera Meeting, a closed Personnel Committee meeting was held in accordance with and as permitted by Section 239 (2) (b) and

(d). At this meeting, Council received an update regarding identifiable individuals /Town employees concerning labour relations.

D. Moment of Silence

The Members of Council and Administration observe a moment of silence.

E. National Anthem

The Members of Council and Administration observe the National Anthem of O Canada.

F. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

G. Disclosure of Pecuniary Interest

There was no pecuniary interest declared by a Member of Council.

H. Minutes

- 1. Regular Council Meeting - December 13, 2022**
- 2. Public Council Meeting - December 13, 2022 ZBA 12106 Tecumseh Road**
- 3. Public Council Meeting- December 13, 2022, Curtis Drain**
- 4. Special Council Meeting - December 13, 2022, Committee and Board Appointments**

Motion: RCM - 01/23

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Rick Tonial

That the December 13, 2022 minutes of the Regular Council Meeting, the Public Council Meetings and the Special Council Meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

I. Supplementary Agenda Adoption

There are no supplementary agenda items.

J. Delegations

There are no delegations presented to Council.

K. Communications - For Information

1. Ministry of Municipal Affairs and Housing dated January 4, 2023

Re: Bill 23, More Homes Built Faster Act

2. Town of Tecumseh dated January 4, 2023

Letter of Condolence to OPP

3. Premier of Ontario dated December 8, 2022

Re: Response to Support for Health Care Connect and Canadian Armed Forces Resolution

4. Association of Municipalities of Ontario dated January 17, 2023

Re: AMO-LAS Municipal Energy Symposium November 2-3, 2023 - Save the Date. ([View here](#))

5. Town of Amherstburg dated December 15, 2022

Re: Notice of the Passing of an Interim Control By-Law by the Town of Amherstburg

Motion: RCM - 02/23

Moved by Councillor Alicia Higgison
Seconded by Councillor Brian Houston

That Communications - For Information 1 through 5 as listed on the Wednesday, January 25, 2023 Regular Council Agenda, **be received**.

Carried

L. Communications - Action Required

There were no Communications - Action Required items presented to Council.

M. Committee Minutes

There were no Committee Minutes presented to Council.

N. Reports

1. Chief Administrative Officer - People & Culture

- a. CAO-PC-2023-01 Business Improvement Area - Memorandum of Understanding

Motion: RCM - 03/23

Moved by Councillor Brian Houston

Seconded by Councillor Alicia Higgison

That Report CAO-2023-01 Business Improvement Area – Memorandum of Understanding and Budget Strategy **be received**;

And that By-Law 2023-018 authorizing the Mayor and Clerk to enter into a Memorandum of Understanding with the Town of Tecumseh Business Improvement Area **be adopted**;

And further that the Chief Administrative Officer **be authorized** to support a strategic planning exercise for the upcoming Business Improvement Area annual budget with a contribution in the order of \$1,600 (excluding HST) funded from the 2023 CAO professional services budget.

Carried

2. Development Services

- a. DS-2023-01 Zoning By-Law Amendment - 13931 Riverside Drive - Scheduling of a Public Meeting

Motion: RCM - 04/23

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

That the scheduling of a public meeting, to be held on Tuesday, February 28, 2023 at 5:00 p.m., in accordance with the *Planning Act* for a zoning by-law amendment application submitted for a 0.12 hectare (0.29 acre) parcel of land situated on the south side of Riverside Drive, approximately 35 metres (114 feet) east of its intersection with Arlington Boulevard (13931 Riverside Drive), seeking to amend Zoning By-law 2065 by rezoning the subject land from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-8)” in order to facilitate the construction of a one-storey, two-unit dwelling (semi-detached dwelling) and establish site specific lot provisions, **be authorized**.

Carried

- b. DS-2023-02 Tecumseh Road Main Street Community Improvement Plan – 12021 Tecumseh Road

Motion: RCM - 05/23

Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the property located at 12021 Tecumseh Road (Roll No. 374405000005700), **be deemed eligible and approved** for the:

- i. Planning Application and Permit Fee Grant Program in the amount of \$2,000; and
- ii. Development Charges Grant Program in the amount of \$23,998

in relation to the design and building permit application for the proposed construction of an addition to the existing commercial building on the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with DS-2023-02.

Carried

- c. DS-2023-03 Tecumseh Transit Service (TTS) - One-Year Extension of Transit Delivery and Maintenance Services - Agreement with First Canada ULC

Motion: RCM - 06/23

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That Report DS-2023-03 Tecumseh Transit Service (TTS) One-Year Extension of Transit Delivery and Maintenance Services Agreement with First Canada ULC for 2023, **be received**;

And that By-Law 2023-016 authorizing the execution of an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC to facilitate a one-year extension for the period January 1, 2023 to December 31, 2023, **be adopted**.

Carried

3. Public Works & Engineering Services

- a. PWES-2023-02 Bridge and Culvert Needs Study

Motion: RCM - 07/23

Moved by Councillor Alicia Higgison

Seconded by Councillor Rick Toniai

That Report PWES-2023-02 2022 Bridge and Culvert Needs Study, Structures with Spans Greater than 3.0m, **be received**.

Carried

- b. PWES-2022-03 Traffic Radar Speed Survey for 2022

Motion: RCM - 08/23

Moved by Councillor Rick Toniai

Seconded by Councillor Alicia Higgison

That Report PWES-2023-03 Traffic Radar Speed Survey for 2022, **be received**.

Carried

- c. PWES-2023-07 County Road 42 and County Road 43 Improvements Cost Sharing Agreement with the County of Essex

Motion: RCM - 09/23

Moved by Councillor Rick Toniai

Seconded by Councillor Tania Jobin

That Report PWES-2023-07 regarding Phase 1 of the County Road 42 and County Road 43 Improvements Cost Sharing Agreement with the County of Essex, **be received**;

And that By-Law 2023-005 **be given** first, second and third reading, to authorize the Mayor and Clerk to execute the Cost Sharing Agreement, satisfactory in form to the Town's Solicitor, with the Corporation of the County of Essex.

Carried

O. By-Laws

- 1. By-law 2023-001 Deregulating Taxi Services**

Being a by-law to de-regulate taxi cabs, taxi cab drivers and taxi cab brokers in the Town of Tecumseh

- 2. By-Law 2023-002 Appointments By-law - Clerk Appointment**
Being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh
- 3. By-Law 2023-003 Marriage Licensing - Repeal Marriage Ceremony Services**
Being a by-law to amend By-law 2018-09 to authorize the service of Marriage Licensing and Civil Marriage Ceremonies
- 4. By-Law 2023-004 South Talbot Road Drain East and 12th Line Drain Tender Award**
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Nevan Construction Incorporated for the repair and improvement to the South Talbot Road Drain and 12th Line Drain
- 5. By-Law 2023-005 County of Essex Agreement for County Road 42 Phase 1**
Being a by-law to authorize the execution of a cost sharing Agreement with the County of Essex for the Phase 1 construction works for County Road 42/43.
- 6. By-Law 2023-006 Amending By-Law for By-law 2022-100 Fees and Charges**
Being a by-law to amend By-Law 2022-099 to prescribe administrative fees and charges for the Town of Tecumseh for the year 2023
- 7. By-Law 2023-007 Zoning By-Law Amendment 12106 Tecumseh Road**
Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh
- 8. By-Law 2023-010 Committee of Adjustment Appointments - Consents**
Being a by-law delegating the authority for the giving of consents for the term of Council 2022-2026
- 9. By-Law 2023-011 Committee of Adjustment Appointments - Minor Variances**
Being a by-law constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variances for the term of Council 2022-2026
- 10. By-Law 2023-012 Property Standard Committee Appointments**
Being a by-law to appoint a Property Standards Committee for the term of Council 2022-2026

11. By-Law 2023-013 Accessibility Advisory Committee Appointments

Being a by-law to appoint members to the Tecumseh Accessibility Advisory Committee for the term of Council 2022-2026

12. By-Law 2023-014 Police Services Board Appointments

Being a by-law to appoint members to the Tecumseh Police Services Board for the term of Council 2022-2026

13. By-Law 2023-015 BIA Board of Management Appointments

Being a by-law to appoint directors to the Board of Management for the Business Improvement Area for the term of Council 2022-2026

14. By-Law 2023-016 First Canada ULC Agreement

Being a by-law to authorize the execution of an Amending Agreement with First Canada ULC

15. By-Law 2023-017 Budget 2023

Being a By-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the Year 2023.

16. By-Law 2023-018 BIA Memorandum of Understanding

Being a by-law to authorize the execution of an Agreement with the Corporation of the Town of Tecumseh and the Town of Tecumseh Business Improvement Area Board of Management (BIA)

17. By-Law 2023-008 - Antaya Drain - First and Second Readings

Being a by-law to provide for the repair and improvements to the Antaya Drain

18. By-Law 2023-009 Branch of South Talbot and Holden Outlet - Meo Bridge - First and Second Readings

Being a by-law to provide for the repair and improvements to the Branch of South Talbot and Holden Outlet Drain – Meo Bridge

19. By-Law 2022-052 South Talbot Road East and 12th Line Drain - Third and Final Readings

Being a by-law to provide for the repair and improvements to the South Talbot Road Drain East and 12th Line Drain

Motion: RCM - 10/23

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Rick Toniai

That By-Law 2023-001 being a by-law to de-regulate taxicabs, taxicab drivers and taxicab brokers in the Town of Tecumseh;

That By-Law 2023-002 being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh;

That By-Law 2023-003 being a by-law to amend By-Law 2018-09 to authorize the service of Marriage Licensing and Civil Marriage Ceremonies;

That By-Law 2023-004 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Nevan Construction Incorporated for the repair and improvement to the South Talbot Road Drain and 12th Line Drain;

That By-Law 2023-005 being a bylaw to authorize the execution of a cost sharing Agreement with the County of Essex for the Phase 1 construction works for County Road 42/43;

That By-Law 2023-006 being a by-law to amend By-Law 2022-099 to prescribe administrative fees and charges for the Town of Tecumseh for the year 2023;

That By-Law 2023-007 being a by-law to amend By-Law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh;

That By-Law 2023-010 being a by-law delegating the authority for the giving of consents for the term of Council 2022-2026;

That By-Law 2023-011 being a by-law constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variances for the term of Council 2022-2026;

That By-Law 2023-012 being a by-law to appoint a Property Standards Committee for the term of Council 2023-2026;

That By-Law 2023-013 being a by-law to appoint members to the Tecumseh Accessibility Advisory Committee for the term of Council 2022-2026;

That By-Law 2023-014 being a by-law to appoint members to the Tecumseh Police Service Board for the term of Council 2022-2026;

That By-Law 2023-015 being a by-law to appoint directors to the Board of Management for the Business Improvement Area for the term of Council 2022-2026;

That By-Law 2023-016 being a by-law to authorize the execution of an Amending Agreement with First Canada ULC;

That By-Law 2023-017 being a by-law to provide for the sums required (budget) for general municipal purposes for the Year 2023;

That By-Law 2023-018 being a by-law to authorize the execution of an Agreement with The Corporation of the Town of Tecumseh and the Town of Tecumseh Business Improvement Area Board of Management.

Be given first and second reading.

Carried

Motion: RCM - 11/23

Moved by Councillor Brian Houston

Seconded by Councillor Alicia Higgison

That By-Law 2023-001 being a by-law to de-regulate taxicabs, taxicab drivers and taxicab brokers in the Town of Tecumseh;

That By-Law 2023-002 being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh;

That By-Law 2023-003 being a by-law to amend By-Law 2018-09 to authorize the service of Marriage Licensing and Civil Marriage Ceremonies;

That By-Law 2023-004 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Nevan Construction Incorporated for the repair and improvement to the South Talbot Road Drain and 12th Line Drain;

That By-Law 2023-005 being a bylaw to authorize the execution of a cost sharing Agreement with the County of Essex for the Phase 1 construction works for County Road 42/43;

That By-Law 2023-006 being a by-law to amend By-Law 2022-099 to prescribe administrative fees and charges for the Town of Tecumseh for the year 2023;

That By-Law 2023-007 being a by-law to amend By-Law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh;

That By-Law 2023-010 being a by-law delegating the authority for the giving of consents for the term of Council 2022-2026;

That By-Law 2023-011 being a by-law constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variances for the term of Council 2022-2026;

That By-Law 2023-012 being a by-law to appoint a Property Standards Committee for the term of Council 2023-2026;

That By-Law 2023-013 being a by-law to appoint members to the Tecumseh Accessibility Advisory Committee for the term of Council 2022-2026;

That By-Law 2023-014 being a by-law to appoint members to the Tecumseh Police Service Board for the term of Council 2022-2026;

That By-Law 2023-015 being a by-law to appoint directors to the Board of Management for the Business Improvement Area for the term of Council 2022-2026;

That By-Law 2023-016 being a by-law to authorize the execution of an Amending Agreement with First Canada ULC;

That By-Law 2023-017 being a by-law to provide for the sums required (budget) for general municipal purposes for the Year 2023;

That By-Law 2023-018 being a by-law to authorize the execution of an Agreement with The Corporation of the Town of Tecumseh and the Town of Tecumseh Business Improvement Area Board of Management;

Be given third and final reading.

Carried

Motion: RCM - 12/23

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

That By-Law 2023-008 being a by-law to provide for the repair and improvement to the Antaya Drain;

That By-Law 2023-009 being a by-law to provide for the repair and improvements to the Branch of South Talbot and Holden Outlet Drain - Meo Bridge;

Be given first and second reading.

Carried

Motion: RCM - 13/23

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That By-Law 2022-052 being a by-law to provide for the repair and improvements to the South Talbot Road Drain and 12th line Drain.

Be given third and final reading.

Carried

P. Unfinished Business

1. January 25, 2023

The Council Members were in receipt of the Unfinished Business listing for Wednesday, January 25, 2023.

Q. New Business

Speed Reduction on County Road 46

Councilor Jobin inquired on the process for speed reduction on County Road 46 and Manning Road from 80 km/h to 60 km/h.

R. Motions

1. Great Lakes and St. Lawrence Cities Initiatives Freshwater Health Campaign

This motion is brought forward by Mayor Gary McNamara

Motion: RCM - 14/23

Moved by Mayor Gary McNamara

Seconded by Deputy Mayor Joe Bachetti

Whereas the Town of Tecumseh as a member of the Great Lakes and St. Lawrence Cities Initiative, supports protecting source water, planning for climate change impacts and shoreline resilience, ensuring safe and affordable water services for all our residents, and building up a sustainable blue economy in the Great Lakes and St. Lawrence River Basin.

Whereas ensuring healthy communities and a strong economy for Canadians depend on securing Canada's source water, which includes addressing water quality issues, contaminants, and pollution, supporting biodiversity and reversing wetland and fish and wildlife habitat loss and improving community knowledge to empower citizens to safeguard this essential resource.

Whereas a Freshwater Action Plan and the Great Lakes Protection Initiative it supported were first announced in the 2017 Canadian federal budget with a \$44.84 million investment over five years.

Whereas the Freshwater Action Plan has combined science and action to address priorities in the Great Lakes such as preventing toxic and nuisance algae, enhancing the resilience of coastal wetlands in the Great Lakes, restoring Great Lakes Areas of Concern, and supporting Canada's commitments under the Great Lakes Water Quality Agreement, among other priorities.

Whereas a commitment was made by the Liberal Party of Canada in the 2021 federal election to strengthen the Freshwater Action Plan with an

historic investment of \$1 billion over ten years to restore and protect large lakes and river systems starting with the Great Lakes and St. Lawrence River Basin.

Whereas the federal government only committed \$19.6 million in funding in the 2022 Budget for the Freshwater Action Plan, falling short of the aforementioned commitment.

Whereas the United States has invested \$1.8 billion in the Great Lakes Restoration Initiative (GLRI) since 2017 and will see accelerated funding with the *Infrastructure Investment and Jobs Act*.

Whereas a 2018 University of Michigan study shows that for every dollar of federal spending on GLRI projects between 2010 and 2016, yielded \$3.35 in additional economic activity.

Whereas nearly half of Canada's population lives in the Great Lakes and St. Lawrence River Basin, a region that will continue to see accelerated growth, resulting in greater land and resource use pressures that will further contribute to water availability and quality issues.

Whereas the [Stockholm Resilience Centre](#) recently identified the importance of wetlands as carbon sinks and fresh water's role in climate mitigation.

Whereas the Great Lakes-St. Lawrence Collaborative outlined 30 recommendations to Environment and Climate Change Canada as part of a ten-year, \$2.2 billion [Action Plan 2020-2030 to protect the Great Lakes and St. Lawrence](#) (Action Plan 2020-2030), addressing shoreline erosion, outdated infrastructure, invasive species, exposure to toxins and beach contamination, following an 18-month consultation with First Nations, NGOs, academics and other experts.

Whereas the recommendations outlined in Action Plan 2020-2030 should serve as the basis of programming for strengthened federal action in the Great Lakes and St. Lawrence River Basin through its strengthened Freshwater Action Plan.

Whereas the newly established Canada Water Agency should play a role in accelerating the rollout of funding made available through a strengthened Freshwater Action Plan.

Whereas Freshwater Action Plan funding should largely be directed to community groups, local governments and First Nations to ensure that investments made will have the biggest local impact and empower action at the local level, rather than being held back for federal administration and operations.

Whereas it is critical to implement a strengthened Freshwater Action Plan, including accelerating \$1 billion over five years, and to creating a Canada Water Agency to consolidate and coordinate federal water efforts and

support provinces and territories in addressing systemic issues impacting the viability of the Great Lakes and St. Lawrence River Basin and the communities dependent upon the region's source water.

Now therefore be it resolved that the Town of Tecumseh calls on the federal government to commit \$1 billion in funding over five years for a strengthened Freshwater Action Plan in Budget 2023.

Be it further resolved that the Town of Tecumseh calls on the federal government to guide its Freshwater Action Plan funding to implement recommendations in the Action Plan 2020-2030.

Be it further resolved that the Town of Tecumseh calls on the federal government to direct priority funding under the strengthened Freshwater Action Plan to projects in the Great Lakes and St. Lawrence River Basin.

Be it further resolved that the Town of Tecumseh calls on the federal government to make municipalities eligible for future funding in programs announced under the strengthened Freshwater Action Plan.

Be it further resolved that the Town of Tecumseh directs its staff to submit this resolution to the federal Deputy Prime-Minister and Minister of Finance; the Minister of Environment and Climate Change; the Parliamentary Secretary to the Minister of Environment and Climate Change (responsible for the Canada Water Agency), and local Member of Parliament.

Carried

2. Confirmatory By-Law 2023-019

Motion: RCM - 15/23

Moved by Councillor Rick Tonial

Seconded by Councillor Tania Jobin

That By-Law 2023-019 being a by-law to confirm the proceedings of the Wednesday, January 25, 2023, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

S. Notices of Motion

There are no Notices of Motion presented to Council.

T. Next Meeting

Monday, February 13, 2023

1:30 pm Special Council Meeting - Strategic Priorities

Tuesday, February 14, 2023

3:30 pm In Camera Meeting

4:00 pm Court of Revision - Antaya Drain

4:30 pm Court of Revision - Branch of South Talbot and Holden Outlet

5:00 pm Public Council Meeting - Gouin Drain

5:30 pm Public Council Meeting - Demonte Branch Drain

6:00 pm Special Council Meeting - Shoreline Master Plan

7:00 pm Regular Council Meeting

U. Adjournment

Motion: RCM - 16/23

Moved by Councillor James Dorner

Seconded by Councillor Brian Houston

That there being no further business, the Wednesday, January 25, 2023 meeting of the Regular Council **be adjourned** at 8:08 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Public Meeting of Council

Minutes

Date: Wednesday, January 25, 2023
Time: 5:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present: Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present: Chief Administrative Officer, Margaret Misk-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 5:03 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

Councillor Jobin declared a pecuniary interest as her family owns lands which may be affected and refrains from discussion and voting.

E. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on the tender for the construction work for the Drainage Report prepared by Josh Warner, P.Eng. of R. Dobbin Engineering Inc. dated May 18th, 2022, for the repair and improvement of the South Talbot Road East and 12th Line Drain.

The Director Public Works & Engineering Services highlights the tendering process for the drainage works proposed in the report appended on the agenda.

F. Delegations

There are no delegations presented to Council.

G. Communications

1. Public Notice dated January 10, 2023
2. By-Law 2022-052

Being a bylaw to provide for the repair and improvements to the South Talbot Road Drain East and 12th Line Drain

Motion: PCM - 01/23

Moved By Councillor Alicia Higgison
Seconded By Councillor Rick Tonial

That Communications - For Information 1 and 2 as listed on the Wednesday, January 25, 2023 Public Council Meeting Agenda, **be received.**

Carried

H. Reports

1. PWES-2023-11 South Talbot Road East and 12th Line Drain - Tender Results

Motion: PCM - 02/23

Moved By Councillor Brian Houston
Seconded By Deputy Mayor Joe Bachetti

That Report PWES-2023-11 South Talbot Road Drain East & 12th Line Drain – Tender Results, Meeting to Consider Contract Price (s.59 Drainage Act), **be received;**

And that direction **be given** to Administration to proceed with Option A as outlined with Report PWES-2023-11;

And further that if Option A is selected by Council, that By-Law 2023-04 **be given** first, second, third and final reading, to authorize the Mayor and

Clerk to execute an agreement, satisfactory in form to the Town's solicitor,
with Nevan Construction Inc.

Carried

I. Adjournment

Motion: PCM - 03/23

Moved By Councillor Rick Tonial

Seconded By Councillor James Dorner

That there being no further business, the Wednesday, January 25, 2023 meeting
of the Public Council Meeting **be adjourned** at 5:10 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Public Meeting of Council

Minutes

Date: Wednesday, January 25, 2023
Time: 6:15 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present: Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present: Chief Administrative Officer, Margaret Misek-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Financial Services & Chief Financial Officer, Tom Kitsos
Acting Clerk, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 6:36 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of Council.

E. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment from any affected landowners on the proposed drainage works as set out in the Drainage Report, filed by Mark D. Hernandez of Dillon Consulting dated March 16, 2022.

The Director Public Works & Engineering Services provided a brief overview of the proposed drainage works as appended in the report on the agenda. He explained that the drainage report was presented to Council in February 2022 and approved. A Court of Revision was subsequently held in March 2022 and it was identified that revisions were required to the assessment and the report was sent back to the Engineer.

He outlines the changes to the reconsidered report with schedules D and E regarding revisions with benefit assessments to specific affected properties.

F. Delegations

1. Mark Hernandez, P.Eng, Drainage Engineer, Dillon Consulting

Mark Hernandez, is joined by Oliver Moir, and are available for questions from the Members.

2. Josette Eugeni and Jeff Sylvestre, Property Owners

Ms. Eugeni indicates that she has spoken with the Drainage Superintendent and has no further comments at this time.

The Mayor opens the floor for questions from the Members.

A Member inquires on the affected properties 1 through 10 with the proposed drainage works. He advises that there are some properties on Strawberry Drive that have water contributing to this drain through pools and rear yard downspouts which are not assessed. He inquires if the affected property boundary for assessment will be amended to incorporate these properties.

The Drainage Engineer indicates there was significant discussion regarding the properties on Strawberry Drive with the former Drainage Superintendent, where they became aware that some properties were draining their pools into this drain and not the municipal sewers on their properties. He advises it was determined that since these properties have municipal sewers, they were not assessed to this drain. The Director adds that the properties' water runoff was developed with rear yard drainage to the municipal storm sewer and not the drain.

The Director advises that the Drainage Act provides authority to the Drainage Engineer to decide how best to move forward with assessment of the proposed works and which properties are assessed. He adds that Administration will follow-up to ensure that the water runoff from these non-assessed properties are draining to the stormwater sewer.

G. Communications

1. Public Notice dated January 10, 2023
2. By-Law 2023-008
Being a by-law to provide for the repair and improvements to the Antaya Drain

H. Reports

1. PWES-2022-04 Request to Reconsider Engineer's Report – Antaya Drain

Motion: PCM - 04/23

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor James Dorner

That the Reconsidered Drainage Report for the Reassessment of the Antaya Drain (Drain) as prepared by Mark Hernandez, P.Eng., of Dillon Consulting Ltd., dated March 16, 2022, (Drainage Report) **be received**;

And that consideration **be given** to the first and second readings of a provisional by-law to adopt the Drainage Report in accordance with Section 42 of the Drainage Act (Act);

And further that notice **be given** to all affected landowners of the Court of Revision to be held on February 14, 2023, at 4:00 pm in accordance with Section 46(1) of the Act, subject to the adoption of the provisional by-law;

And furthermore that Communications items 1 and 2 as listed on the agenda **be received**.

Carried

I. Adjournment

Motion: PCM - 05/23

Moved By Councillor Rick Toniai

Seconded By Councillor Brian Houston

That there being no further business, the Wednesday, January 25, 2023 meeting of the Public Council Meeting **be adjourned** at 6:50 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Public Meeting of Council

Minutes

Date: Wednesday, January 25, 2023
Time: 5:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present: Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present: Chief Administrative Officer, Margaret Misk-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 5:03 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

Councillor Jobin declared a pecuniary interest as her family owns lands which may be affected and refrains from discussion and voting.

E. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on the tender for the construction work for the Drainage Report prepared by Josh Warner, P.Eng. of R. Dobbin Engineering Inc. dated May 18th, 2022, for the repair and improvement of the South Talbot Road East and 12th Line Drain.

The Director Public Works & Engineering Services highlights the tendering process for the drainage works proposed in the report appended on the agenda.

F. Delegations

There are no delegations presented to Council.

G. Communications

1. Public Notice dated January 10, 2023
2. By-Law 2022-052

Being a bylaw to provide for the repair and improvements to the South Talbot Road Drain East and 12th Line Drain

Motion: PCM - 01/23

Moved By Councillor Alicia Higgison
Seconded By Councillor Rick Tonial

That Communications - For Information 1 and 2 as listed on the Wednesday, January 25, 2023 Public Council Meeting Agenda, **be received.**

Carried

H. Reports

1. PWES-2023-11 South Talbot Road East and 12th Line Drain - Tender Results

Motion: PCM - 02/23

Moved By Councillor Brian Houston
Seconded By Deputy Mayor Joe Bachetti

That Report PWES-2023-11 South Talbot Road Drain East & 12th Line Drain – Tender Results, Meeting to Consider Contract Price (s.59 Drainage Act), **be received;**

And that direction **be given** to Administration to proceed with Option A as outlined with Report PWES-2023-11;

And further that if Option A is selected by Council, that By-Law 2023-04 **be given** first, second, third and final reading, to authorize the Mayor and

Clerk to execute an agreement, satisfactory in form to the Town's solicitor,
with Nevan Construction Inc.

Carried

I. Adjournment

Motion: PCM - 03/23

Moved By Councillor Rick Tonial

Seconded By Councillor James Dorner

That there being no further business, the Wednesday, January 25, 2023 meeting
of the Public Council Meeting **be adjourned** at 5:10 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Special Meeting of Council

Minutes

Date: Wednesday, January 25, 2023
Time: 4:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Legislative Services & Clerk, Robert Auger
Director Technology & Client Services, Shaun Fuerth
Director Community & Recreation Services, Beth Gignac
Acting Clerk, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 4:00 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of Council.

E. Delegations

1. Director Legislative Services and Clerk

Re: Council Workshop on Procedure By-Law and Municipal Freedom of Information and Privacy Protection Act

The Director Legislative Services & Clerk presented the Procedure By-Law presentation as presented on the agenda. He explained the procedure by-law, its purpose of being a set of rules that govern the proceedings of meetings of Council and he focused on key aspects of the Town's Procedural by-law. Mr. Auger further responded to questions from the Members.

The presentation on the Municipal Freedom of Information and Protection of Privacy Act will be rescheduled to February 28, 2023 at 4:00 pm.

Motion: SCM - 01/23

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Rick Tonial

That the presentation on the Procedure By-Law be received.

Carried

F. Communications

1. By-Law 2022-013 Procedure By-Law

G. Reports

There are no reports presented to Council.

H. Adjournment

Motion: SCM - 02/23

Moved By Councillor Brian Houston

Seconded By Councillor Alicia Higgison

That there being no further business, the Wednesday, January 25, 2023 meeting of the Special Council Meeting **be adjourned** at 4:54 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Special Meeting of Council

Minutes

Date: Tuesday, January 17, 2023
Time: 4:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Acting Clerk, Jennifer Alexander
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Community & Recreation Services, Beth Gignac
Director Community Safety & Fire Chief, Wade Bondy
Director Technology & Client Services, Shaun Fuerth
Director Development Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Treasurer & Manager Revenue, Vanessa DaDalt
Manager Water Services, Brad Dupuis
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Engineering Project Manager, Cameron Hedges
Manager Engineering Services, John Henderson
Manager Public Works & Transportation, Kirby McArdle
Deputy Treasurer & Manager Financial Services, Zora Visekruna
Manager Facilities & Energy Management, Daniel Wolicki
Supervisor Recreation Programs & Events, Katie Pavlovski
Manager Building Services & Chief Building Official, Peter Valore

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 4:00 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of Council.

E. Delegations

The Director Financial Services and Chief Financial Officer provided an overview of the budget deliberation process for the meeting. The Chief Administrative Officer provided opening remarks on the 2023 Proposed Business Plan and Budget.

F. Communications

There are no Communication items presented to Council.

G. Reports**1. 2023 Tecumseh Business Plan and budget - Operating Lifecycle and Reserves, as submitted to Town Council**

[Link to the 2023 Business Plan and Budget](#)

Each Director and/or Manager presented their respective proposed department budgets as appended in the link provided on the agenda and responded to questions from the members.

- a. Director Financial Services & Chief Financial Officer
- b. Chief Administrative Officer
- c. Director Technology & Client Services
- d. Director Legislative Services & Clerk and Deputy Clerk & Manager Legislative Services
- e. Director Community Safety
- f. Director Public Works & Engineering Services
- g. Scheduled Recess

The Mayor recesses at 5:50 pm and reconvenes the meeting at 6:30 pm.

- h. Community & Recreation Services Department - Manager Parks & Horticulture, Manager Facilities & Energy Management, Supervisor Recreation Programs/Events
- i. Director Development Services
- j. Lifecycle
- k. Reserves

Motion: SCM - 01/23

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Alicia Higgison

That Administration **be directed** to draft a by-law to approve the 2023 Business Plan and Budget as amended by a \$150, 000 reduction, based on a municipal levy increase of 3.86% net of assessment growth, and a consolidated tax increase of 3.43%.

Carried

Motion: SCM - 02/23

Moved By Councillor Rick Tonial
Seconded By Councillor Brian Houston

That the 2023 Budget Reconciliation for the Public Sector Accounting Board (PSAB) Adjustments as reported in the 2023 Business Plan and Budget, as amended by the \$150,000 reduction in the budget at the January 17, 2023 Special Council Meeting, be accepted in accordance with the Municipal Act, 2001 Regulation 284/09, as amended.

Carried

H. Adjournment

Motion: SCM - 03/23

Moved By Councillor Rick Toniai

Seconded By Councillor James Dorner

That there being no further business, the Tuesday, January 17, 2023 meeting of the Special Council Meeting **be adjourned** at 7:37 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Special Meeting of Council

Minutes

Date: Thursday, January 26, 2023
Time: 4:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Councillor, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin

Absent:

Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misk-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Technology & Client Services, Shaun Fuerth
Director Community & Recreation Services, Beth Gignac
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Water Services, Brad Dupuis
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Manager Engineering Services, John Henderson
Manager Planning Services & Local Economic Development,
Chad Jeffery
Manager Public Works & Transportation, Kirby McArdle
Deputy Treasurer & Manager Financial Services, Zora Visekruna

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 4:00 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time

immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of Council.

E. Delegations

There are no Delegations presented to Council.

F. Communications

There are no Communication items presented to Council.

G. Reports

1. CS-2023-01 Fire Equipment Five (5) Year Capital Works Plan 2023-2027

The Director Community Services & Fire Chief highlighted the Fire Capital Works Plan as appended on the agenda and responded to questions from the Members.

Motion: SCM - 03/23

Moved By Councillor Alicia Higgison
Seconded By Councillor Tania Jobin

That the 2023 Fire Equipment purchases as summarized in Attachment 1 to Report No. CS-2023-01, Fire Equipment Five (5) Year Capital Works Plan 2023-2027, **be approved;**

And that the equipment purchases outlined in Report CS-20223-01 **be funded** through the Lifecycle Fire Equipment Reserve;

And further that a one-time transfer in 2023 of \$500,000 from the Infrastructure Reserve to the Lifecycle Fire Equipment Reserve to fund the radio system replacement **be approved.**

Carried

2. PWES-2023-01 2023-2027 Public Works & Engineering Services Five-year Capital Works Plan

The Director outlined the Public Works & Engineering Services Five Year Capital Works Plan as appended on the agenda and responded to questions from the Members.

Motion: SCM - 04/23

Moved By Councillor Brian Houston
Seconded By Councillor James Dorner

That the Public Works & Engineering Services (PWES) Capital projects for 2023, as summarized in Attachment 1 to Report PWES-2023-01, 2023-2027 Public Works & Engineering Services Five-Year Capital Works Plan, **be approved**;

And that the 2023 PWES Capital projects **be funded** through the following reserves and reserve funds as set out in Report PWES-2023-01:

- Road Lifecycle Reserve
- Sidewalk Lifecycle Reserve
- Bridges Lifecycle Reserve
- Watermain Reserve Fund
- Wastewater Sewers Reserve Fund
- Wastewater Facilities Reserve Fund
- Storm Sewer Lifecycle Reserve
- Infrastructure Reserve

And further that the Public Works & Engineering Services Capital Works Plan for 2023-2027, as outlined in Attachment 2 to Report PWES-2023-01, **be approved**.

Carried

3. TCS-2023-2027 TCS Capital Works Plan

The Director Technology & Client Services presents the Technology and Client Services Capital Projects as appended on the agenda and responds to questions from the Members.

Motion: SCM - 05/23

Moved By Councillor Alicia Higgison
Seconded By Councillor Brian Houston

That 2023 Technology & Client Services (TCS) Capital Projects summarized in Attachment 1 to Report No. TCS-2023-01, 2023-2027 TCS Capital Works Plan, **be approved**;

And that the 2023 TCS Capital Projects (\$152,000) **be funded** through the Technology & Client Services Lifecycle reserve.

Carried

H. Adjournment

Motion: SCM – 06/23

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Alicia Higgison

That there being no further business, the Thursday, January 26, 2023 meeting of the Special Council Meeting **be adjourned** at 4:46 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



The Corporation of the Town of Tecumseh

January 31, 2023

DELIVERED VIA EMAIL

The Honourable David Lametti
Minister of Justice and Attorney General of Canada
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Dear Minister Lametti:

RE: Support for requests by Toronto Police Services Board related to Federal Bail Reform

The Tecumseh Police Services Board is reaching out to support the recent requests by the Toronto Police Services Board for changes to federal legislation to enact stiffer penalties and bail reform for those committing violent gun crimes. The recent, disturbing trend in loss of police officers is alarming. The December death of Constable Greg Pierzchala marks the fourth such death in Ontario and the fifth in Canada in recent months.

Accordingly, at its meeting of January 16, 2023, the Tecumseh Police Services Board passed the following resolution (10/23):

That, in response to the recent disturbing trend in the loss of police officers due to violence perpetrated by violent repeat offenders, a letter be sent to the Attorney General of Canada advocating for changes to federal legislation relating to stiffer penalties and bail reform for those committing violent gun crimes, as requested by the Toronto Police Services Board and supported by the Ontario Association of Police Services Boards (OAPSB);

And that a copy of the correspondence be sent to the Prime Minister of Canada, OAPSB and Tecumseh Town Council.

Specifically, the above resolution supports the following changes to federal legislation:

- Require that Bail Hearings for the most serious firearm offences be heard by a judge of the Ontario Court or Superior Court, clearly conveying Parliament's view of the seriousness of these offences (and their impact on the public) as well as reflecting the views and concerns of the public about these incidents;
- Add an additional route to First Degree Murder under Section 231 of the Criminal Code, by including death resulting from the discharge of a firearm in a congregate setting; this would

act as a strong deterrent, clearly express society's disapprobation of such conduct and help maintain public confidence in the justice system; and

- Increase parole ineligibility to 2/3 of an individual's custodial sentence, for any offence where the court finds that the offender discharged a firearm in a congregate setting (including those who are found to be parties to such offences).

As noted, our parent organization, the Ontario Association of Police Service Boards (OAPSB), has also recently sent correspondence supporting these reforms. We are aware that the OAPSB has called on you to prioritize these proposed legislated changes related to Federal Bail Reform and we support such prioritization.

Yours truly,



Christopher Hales
Chair
Tecumseh Police Services Board

cc Prime Minister Justin Trudeau
Irek Kusmierczyk, MP Windsor-Tecumseh
Jim Hart, Chair, Toronto Police Services Board
Patrick Weaver, Chair, Ontario Association of Police Services Boards (OAPSB)
Tecumseh Town Council

Notice of Public Information Centre (PIC) #1

Lakeshore Stormwater Master Plan Study Phase 2

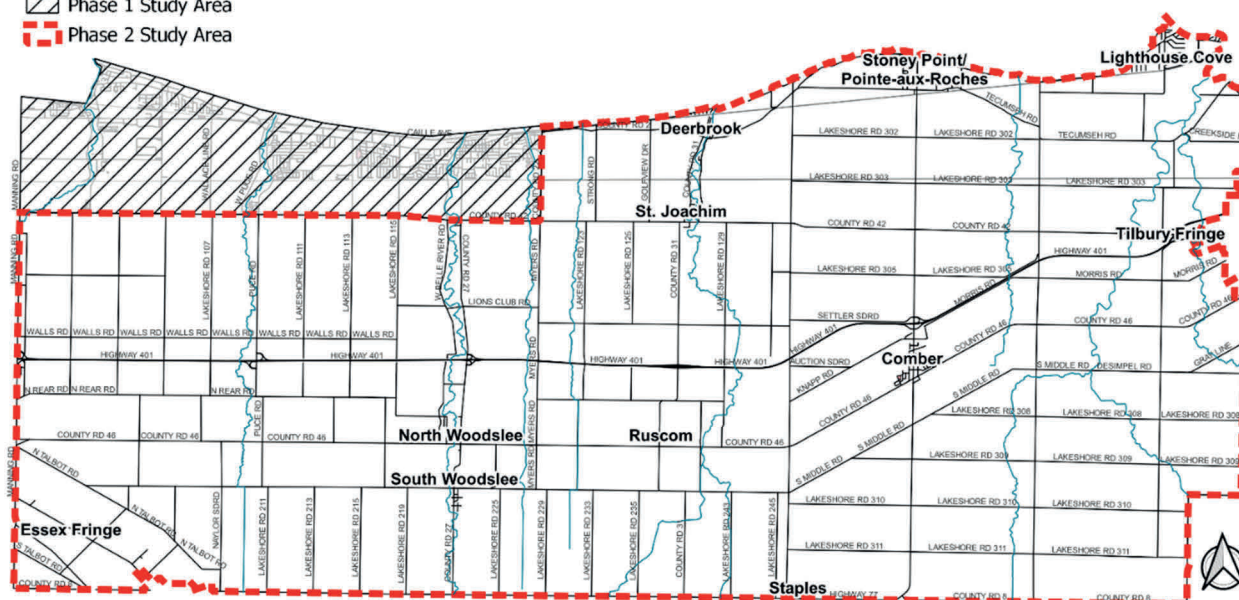


Overview:

The Municipality of Lakeshore, through their consultant Civa Infrastructure Inc., is completing Phase 2 of the Stormwater Master Plan. The Master Plan for Phase 2 will outline and review the existing stormwater system comprised of a combination of municipal drains and municipal storm sewers. The Master Plan will develop a plan to effectively manage existing stormwater infrastructure and provide recommendations for areas of improvement and accommodate future growth. Phase 2 of the Master Plan is focused to the remaining portion of the municipality not studied in Phase 1, including the ten urbanized communities of:

- Comber
- Essex Fringe
- Lighthouse Cove
- Ruscom
- Rochester/Deerbrook
- St. Joachim
- Staples
- Stoney Point /
Pointe-aux-Roches
- North and South
Woodslee
- Tilbury Fringe

- Phase 1 Study Area
- Phase 2 Study Area



Public Information Centre No. 1

Wednesday February 22, 2023

5:00pm to 7:00pm

Comber Community Center

6211-6213 McAllaster Street, Comber, ON, N0P 1J0

We Want Your Input!

You are invited to participate in the first round of public consultation. The Public Information Centre will provide an information/progress update and serve as an opportunity for the public to provide comments / feedback.

Please visit the study's webpage at lakeshore.ca/SWMP2 to learn more about the study and to help shape the Stormwater Master Plan.

If you have any comments or questions regarding the Master Plan, or would like to provide suggestions or comments about this study, please contact:

Municipality of Lakeshore

Marco Villella, P.Eng.
Division Leader, Engineering and Infrastructure
519-728-2488 Ext. 657
mvillella@lakeshore.ca

Civa Infrastructure Inc.

Matthew McNeill, MEnvSc
Project Manager
(647) 394-9792
mmcneill@civi.ca

With the exception of personal information, all comments submitted will become part of the public record of the study.

Treasury Board Secretariat

Emergency Management Ontario

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1200

Secrétariat du Conseil du Trésor

Gestion des situations d'urgence Ontario

25, rue Morton Shulman
Toronto (Ontario) M3M 0B1
Tél.: 647-329-1200



DATE : February 3, 2023

MEMORANDUM TO: Municipal Chief Administrative Officers

FROM: Bernie Derible
Deputy Minister and Commissioner of Emergency
Management
Treasury Board Secretariat

SUBJECT: **Ontario's Provincial Emergency Management Strategy
and Action Plan (PEMSAP)**

I am pleased to share Ontario's [Provincial Emergency Management Strategy and Action Plan](#), a roadmap for a whole-of-Ontario approach to keep the people of Ontario safe, practiced and prepared. The plan sets a foundation for emergency management in Ontario, informed by emergency events across the province, and placing the most vulnerable at the centre of planning, preparedness and mitigation. The action-oriented plan includes goals and actions designed to keep Ontario in a state of constant readiness and preparedness – both now and in the future.

Municipalities play a critical role in addressing emergencies at the local level and are the first line of emergency preparedness, planning, mitigation, response and recovery. The plan reinforces Emergency Management Ontario's continued partnership with municipalities to achieve our collective vision of a safe, practiced and prepared Ontario.

I would like to express my appreciation and thanks for municipal insights and partnership which informed the development of the plan.

Three goals guide Ontario's plan and will support municipalities to maintain a state of constant readiness and preparedness:

1. **One Window for all Ontarians** through [Emergency Management Ontario](#) to proactively coordinate and facilitate across emergency management partners.

2. **Proactive Planning and Monitoring** that is grounded in data, analytics and knowledge.
3. **Practiced and Prepared Emergency Response** through strengthened local capabilities, emergency management training and public education.

The plan will be further strengthened through ongoing engagement with municipalities to ensure that our province is in a state of constant readiness and preparedness.

If you have any questions regarding the Provincial Emergency Management Strategy and Action Plan, please contact your local field officer.

Sincerely,



Bernie Derible

Deputy Minister and Commissioner of Emergency Management
Treasury Board Secretariat

cc: Heather Levecque, Assistant Deputy Minister, Emergency Management Strategy, Monitoring and Intelligence Division, Emergency Management Ontario, Treasury Board Secretariat

Teepu Khawja, Assistant Deputy Minister, Emergency Management Operations and Response Division, Emergency Management Ontario, Treasury Board Secretariat

Lisa Priest, Assistant Deputy Minister, Emergency Management Preparedness, Programs and Planning Division, Emergency Management Ontario, Treasury Board Secretariat

Michelle Astill, Director, Emergency Management Strategy, Monitoring and Intelligence, Emergency Management Ontario, Treasury Board Secretariat

1 February 2023

Sent to all Clerks of Member Municipalities

Re: Essex Region Source Protection Committee – Municipal Representation

As required by the Clean Water Act, 2006, the Essex Region Source Protection Authority (ERSPA) has an established Source Protection Committee (SPC), which follows the guidance of Ontario Regulation 288/07 (O.Reg 288/07). The SPC is composed of 15 members, including five (5) representatives from the municipal sector. The remaining two-thirds of the SPC are representatives of key industries (e.g. agriculture, greenhouse operations, and fuel suppliers) and members of the public at large.

In 2007, the ERSPA striking committee proposed the following composition of municipal representation on the SPC.

- City of Windsor – 2 members
- Union Water Supply System – 1 member
- Town of Lakeshore – 1 member
- Town of Amherstburg – 1 member

The striking committee felt that those municipalities responsible for the Water Treatment Plants that provide the largest water supplies should have the opportunity to have representation on the SPC. A letter was sent to all Clerks of Member Municipalities on July 30, 2007 to this effect, and this distribution of representation was subsequently endorsed by all municipalities in 2007 and has remained as such. At this time one municipal member has taken a new position and can no longer sit on the SPC in this role, one municipal member is retiring from the SPC.

In the spring of 2022, the term of appointment for Mayor Nelson Santos, representing Union Water Supply System (UWSS), came to a close when he took on a new position in another municipality. The UWSS Board opted to wait until after the municipal election to select a new representative. At their first meeting on 17 January 2023 they selected Mayor Dennis Rogers as their nominee for representation on the SPC.

Thom Hunt, who has represented the City of Windsor in his role as Executive Director/City Planner for many years is taking this opportunity to step down from the SPC. Frank Garardo, Senior Planner for the City of Windsor has been selected as their new representative on the SPC.

Both Mayor Nelson and Mr. Hunt were valued members of the SPC and will be missed. We look forward to working with the newly selected members.

Municipal Councils are asked to endorse all municipal candidates prior to their formal appointment by the Essex Region Source Protection Authority as a regular SPC member. In keeping with our previous practices, at this time we are asking that all member Municipalities endorse the following individuals' appointment to the Essex Region Source Protection Committee:

- **Dennis Rogers, Union Water Supply System**, appointment date: April 13, 2023; expiration of appointment April 13, 2028.

- **Frank Garardo, City of Windsor**, appointment date: April 13, 2023; expiration of appointment April 13, 2028.

Responses in the form of Council Resolutions are kindly requested by **31 March 2023**. The Essex Region Source Protection Authority is scheduled to address this matter at their meeting on 13 April 2023.

This letter is sent under separate cover to municipal staff who have been appointed by their municipality to assist with Source Water Protection. Please contact me if you require any further information.

Sincerely,



Katie Stammer, PhD
Water Quality Scientist and Source Water Project Manager
Essex Region Conservation Authority

Police Services Board for the Town of Tecumseh

Minutes

Date: Monday, January 16, 2023
Time: 4:30 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

Mayor, Gary McNamara
Councillor, Rick Tonial
Member, Marc Gomes
Member, Christopher Hales
Member, Paul Sweet

Also Present:

OPP Inspector Angela Ferguson
OPP Staff Sergeant, Jamie Smith
Secretary, Margaret Misek-Evans, CAO
Recording Secretary, Ellen Preuschat

Others:

Sgt. Mike Whitelaw, Essex County OPP

A. Call to Order

CAO Margaret Misek-Evans called the meeting to order at 4:30 pm.

B. Roll Call

C. Oath of Office

CAO Margaret Misek-Evans welcomed new member Councillor Rick Tonial to the board. The Oath of Office for the Police Services Board of the Town of Tecumseh was sworn and signed by Councillor Tonial.

D. Service Recognition

1. Deputy Mayor Joe Bachetti

CAO Margaret Misek-Evans thanked Deputy Mayor Joe Bachetti for his service to the board during the past two terms of Council, from 2015 to 2022. (He had previously served from 2009 to 2010 as well.) She provided Deputy Mayor Bachetti with a certificate of appreciation and gift from the board. Deputy Mayor Bachetti wished the board well and thanked the members and OPP for their service to the community.

E. Election/Appointment of Officers

1. **Appointment of Secretary and Recording Secretary**

Motion: PSB - 01/23

Moved by Mayor Gary McNamara
Seconded by Member Paul Sweet

That the appointment of Margaret Misk-Evans as Secretary and Ellen Preuschat as Recording Secretary for the Tecumseh Police Services Board **be reconfirmed** for the period of January 16, 2023 to the date of the first meeting of the board in 2024.

Carried

2. **Election of Chair**

Secretary Margaret Misk-Evans called for nominations for Chair of the Tecumseh Police Services Board for the year 2023 and up to the first meeting of the board in 2024. Mayor Gary McNamara nominated Christopher Hales, seconded by Paul Sweet. Following second and third calls for nominations, no further nominations were received. The Secretary asked Mr. Hales if he wishes to stand and he accepted.

Motion: PSB - 02/23

Moved by Mayor Gary McNamara
Seconded by Member Paul Sweet

That Christopher Hales **be appointed** as Chair of the Police Services Board for the period of January 16, 2023 to the date of the first meeting of the board in 2024.

Carried

3. **Election of Vice Chair**

Chair Christopher Hales called for nominations for Vice Chair of the Tecumseh Police Services Board for the year 2023 and up to the first meeting of the board in 2024. Member Marc Gomes nominated Paul Sweet, seconded by Mayor McNamara. Following second and third calls for nominations, no further nominations were received. The Chair asked Mr. Sweet if he wishes to stand and he accepted.

Chair Hales referred to the recent tragic death of Constable Greg Pierszchala and confirmed both the board's awareness of how dangerous police work can be and its support for the OPP frontline officers.

Chair Hales also noted that the recent vision statement received from the Ontario Association of Police Services Boards (OAPSB) is a good reminder that the primary function of this board is to provide police oversight.

Motion: PSB - 03/23

Moved by Member Marc Gomes

Seconded by Mayor Gary McNamara

That Paul Sweet **be appointed** as Vice Chair of the Police Services Board for the Town of Tecumseh for the period of January 16, 2023 to the date of the first meeting of the board in 2024.

Carried

F. Disclosure of Pecuniary Interest

There was no pecuniary interest declared by a member of the Board.

G. Approval of the Agenda

Motion: PSB - 04/23

Moved by Vice-Chair Paul Sweet

Seconded by Councillor Rick Tonial

That the Agenda for the Police Services Board Meeting, dated Monday, January 16, 2023, as duplicated and delivered to the members thereof, **be accepted**.

Carried

H. Approval of the Previous Minutes

1. Police Services Board Regular Meeting - October 17, 2022

Motion: PSB - 05/23

Moved by Mayor Gary McNamara

Seconded by Vice-Chair Paul Sweet

That the Regular Minutes of the October 17, 2022 Police Services Board Meeting, as duplicated and delivered to the members thereof, **be adopted**.

Carried

I. Delegations

There were no delegations presented to the board.

J. OPP Monthly Report

1. OPP Police Services Board Monthly Overview - September - November 2022

2. OPP Report to Tecumseh PSB - September - November 2022

Inspector Ferguson provided an overview of the OPP monthly reports for September to November 2022. She noted the OPP is working on setting up a bicycle course for the spring to reactivate the bike patrol and also that new auxiliary members have been hired.

Vice Chair Paul Sweet inquired if the Mental Health Response Unit calls can be broken into categories for new, repeat and resolved calls. Inspector Ferguson stated that such a breakdown is not included in the monthly report and more analysis would be needed. She noted that the teams are carrying out significant proactive work to try to prevent calls from ending up at the hospital emergency room. Vice Chair Sweet indicated that an annual report out would fulfill this request for information.

Councillor Tonial stated that many resident concerns are traffic related and inquired on the best way for residents to contact the OPP in relation to traffic issues. Staff Sgt. Smith responded that residents are advised to call the dispatch number (888-310-1122) because these calls are documented and tracked. Messages from Council or Town Administration are also helpful, as the police work closely with the Town in monitoring critical areas and employing speed monitors where they are most needed.

Member Marc Gomes complimented the OPP on the high number of patrol hours as indicated in the monthly reports.

Mayor McNamara asked if the higher youth crime data for north shore communities was related to vandalism in parks. Staff Sgt. Smith responded that most of the youth charges were in fact related to shoplifting.

Chair Hales inquired if bike patrol training be opened to auxiliaries, leading to higher rates of park patrol. Inspector Ferguson noted that auxiliary staff are certainly invited to participate in the training. However, unlike in municipal police forces, OPP auxiliary cannot patrol without an officer present.

Motion: PSB - 06/23

Moved by Mayor Gary McNamara
Seconded by Member Marc Gomes

That the OPP Report for the months of September to November 2022 **be received.**

Carried

K. Reports

There were no reports presented to the board.

L. Communications - Action Required

There were no Communications - Action Required presented to the board.

M. Communications - For Information Purposes**1. Ministry of the Solicitor General dated October 20, 2022**

Re: Update on Essex County Detachment Board Proposal

CAO Marg Misk-Evans reported that, in relation to this correspondence, Administration has just received an email from the Ministry confirming the Essex County detachment board proposal has been submitted to the Solicitor General for approval. Chair Hales inquired if any of the local boards received communications from Caldwell First Nation. The CAO responded that she was not aware of any but assumes from this email that the Ministry was successful in connecting with them in order to move the proposal forward.

2. Mayor Gary McNamara dated January 4, 2023

Re: Letter of Condolence to Essex County OPP

Motion: PSB - 07/23

Moved by Member Marc Gomes

Seconded by Vice-Chair Paul Sweet

That correspondence detailed as Items 1-2, Communications for Information, **be received.**

Carried

N. Old Business

There was no old business presented to the board.

O. New Business**1. 2023 Schedule of Meetings****Motion: PSB - 08/23**

Moved by Councillor Rick Tonial

Seconded by Member Marc Gomes

That the Police Services Board **approve** the following meeting dates in 2023: January 16, April 3, June 26, October 2, November 6 and December 4.

Carried

2. Homelessness in Tecumseh

Re: Update by Staff Sgt. Jamie Smith

Staff Sgt. Smith has had discussions with the St. Vincent de Paul Society regarding reports of homeless persons in the Town. The Society has provided kits containing food, drinks and sleeping bags to provide to any homeless person encountered by the police who does not wish to move to a local shelter. This support helps build trust towards more assistance in the future. Staff Sgt. Smith intends to maintain regular communications with the Society going forward.

Chair Hales indicated there are also other organizations assisting the homeless and vulnerable in our community. He will provide contact information on these additional groups to Staff Sgt. Smith. Mayor McNamara will also provide information on Second Chance Ministry.

3. 2023 OAPSB Spring Conference and Annual General Meeting, May 30 - June 1, 2023, Niagara Falls, ON

Re: Board and Staff Attendance

CAO Margaret Misek-Evans canvassed the board regarding interest in attending this year's OAPSB Spring Conference and AGM. Four members and one staff person plan to attend, which can be accommodated within the 2023 budget allocation.

Motion: PSB - 09/23

Moved by Councillor Rick Tonial

Seconded by Vice-Chair Paul Sweet

That attendance by board members and administrative staff at the 2023 Ontario Association of Police Services Boards (OAPSB) Spring Conference and Annual General Meeting to be held May 30 - June 1, 2023 in Niagara Falls, ON **be approved**, in accordance with the Town of Tecumseh Travel Policy, Professional Development Policy and 2023 budget.

Carried

4. Review of Regulations under Community Safety and Policing Act, 2019

Re: CAO Update

CAO Margaret Misek-Evans summarized the latest tranche of regulations under the *Community Safety and Policing Act* released for review by the Ministry of the Solicitor General, noting that they are operational in nature and did not warrant bringing a report forward to the board.

5. Correspondence to Attorney General of Canada

Mayor McNamara reported that five police officers were killed in Ontario in 2022 carrying out their duties - most recently Const. Grzegorz Pierzchala, by a violent repeat offender out of custody on bail. He proposed that the board send a letter to the Attorney General of Canada in support of stiffer penalties for violent crimes and not releasing violent offenders on bail while they await trial. The letter should be copied to the Prime Minister, OAPSB and Town Council. The Chair suggested it could also be sent to the OPP Commissioner, although the Mayor emphasized that change needs to be driven by communities, not the police.

Motion: PSB - 10/23

Moved by Mayor Gary McNamara
Seconded by Vice-Chair Paul Sweet

That, in response to the recent disturbing trend in the loss of police officers due to violence perpetrated by violent repeat offenders, a letter **be sent** to the Attorney General of Canada advocating for changes to federal legislation relating to stiffer penalties and bail reform for those committing violent gun crimes, as requested by the Toronto Police Services Boards and supported by the Ontario Association of Police Services Board (OAPSB);

And that a copy of the correspondence **be sent** to the Prime Minister of Canada, OAPSB and Tecumseh Town Council.

Carried

P. Next Meeting

Monday, April 3, 2023 at 4:30 p.m.

Q. Adjournment

Motion: PSB - 11/23

Moved by Vice-Chair Paul Sweet
Seconded by Councillor Rick Tonial

That there being no further business to discuss, the Monday, January 16, 2023 meeting of the Tecumseh Police Services Board **adjourn** at 5:27 pm.

Carried

Christopher Hales, Chair

Margaret Misek-Evans, Secretary



The Corporation of the Town of Tecumseh

Chief Administrative Officer

To: Mayor and Members of Council

From: Margaret Misek-Evans, Chief Administrative Officer

Date to Council: February 14, 2023

Report Number: CAO-2023-02

Subject: Non-Union and Council Economic Salary Adjustment 2023

Recommendations

It is recommended:

That CAO-2023-02 entitled “Non-Union and Council Economic Adjustment for 2023,” **be received;**

And that an annual economic adjustment for 2023 of 2.0% **be approved**, effective January 1, 2023, for the Management and Non-union Administrative Staff Wage Grid, in accordance with the Compensation and Salary Administration Policy No. 67;

And further that an annual economic adjustment for 2023 **be approved** as follows, in accordance with By-Law No. 2006-84, as amended by By-law No. 2019-62, being a by-law to provide for the remuneration of Members of Council:

Mayor	2.0%
Deputy Mayor	0.5%
Councillors	1.0%

Background

The Compensation and Salary Administration Policy No. 67 (Policy) provides the framework for the annual compensation to be paid to the Management and Non-union Administrative Staff.

The Policy stipulates that an annual economic adjustment will be made upon approval by Town Council and reflected in the Wage Grid.

In each year, an adjustment to the Wage Grid will be made, to be effective January 1st, and in doing so shall be made taking into consideration:

- The annual economic adjustment based on the Consumer Price Index (CPI) year over year
- The OMERS annual increase
- Municipal comparators' general average percentage increase
- The average/median range adjustments for Municipalities/Public Sector employers
- Negotiated increases with the Local Bargaining units
- Compression, and
- Financial capabilities

Comments

The Wage Grid for the Non-union Management Group was approved by the Personnel Committee on October 12, 2021, based on a compensation review undertaken by an external consultant in that same year. The Wage Grid is comprised of fourteen (14) classification levels, with each of the classifications having five (5) salary steps. The Wage Grid is adjusted annually based on the Council approved economic adjustment.

Section 9.1 of the Policy provides that a salary survey and evaluation will be conducted to review the Management and Non-union Administrative Staff Salary Schedule, every three (3) to five (5) years, relative to market comparators and comparable positions in both the public and private sectors.

Economic Adjustment

According to Statistics Canada, the Ontario Consumer Price Index (CPI) increase for December 2022 over December 2021 was 6.0%. OMERS announced that pensions will increase by 6.0% in 2023.

The Collective Agreements with CUPE Locals 702.1 (Full-time Outside), 702.2 (Full-time Inside) and 702.5 (Part-time Inside) expired December 31, 2020 and were recently renegotiated and ratified in 2021. The terms of the new agreements include a wage adjustment of 2% in each of the years 2022 to 2024.

The Collective Bargaining Agreement for CUPE Local 702.13 (Part-time Outside) provided for a 2% increase in 2021. This agreement has expired and is yet to be renegotiated.

The Employment Agreement for Tecumseh Firefighters' Association (TFA) expired December 31, 2021 and has since been renegotiated. The terms of the new ratified agreement include a wage increase of 1.5% as well as benefit improvements in each of the years 2022 – 2025.

Considering the above factors in accordance with the Policy for the non-union management group, it is recommended that an economic increase of 2.0% be approved to the Non-Union Group retroactive to January 1, 2023.

Grid Advancement Based on Performance

Evaluations are carried out annually for each Management and Non-Union Administrative Staff on their respective achievement of objectives, recognized job performance and productivity in relation to certain established criteria and organizational objectives.

In the upcoming year, step increases will be recommended by Directors, for their respective management and non-union support staff, and the Chief Administrative Officer, for all Directors, who are not currently at job rate.

Council

By-law No. 2006-84, as amended by By-law No. 2019-62, sets out the annual salary for the Mayor and Members of Council and provides for an annual salary adjustment equal to the economic adjustment awarded to non-union employees of the Corporation and that:

“The economic adjustment for the Mayor, Deputy Mayor and Councillor positions in 2019, and future years, be varied to normalize the base pay for the three positions in order to be more aligned with the comparator

practice and the 65th percentile: 100% of the economic adjustment for the Mayor, 50% for Councillors and 25% for the Deputy Mayor.”

Consultations

Chief Administrative Officer
Financial Services
OMERS

Financial Implications

A 2.0% provisional economic adjustment was included in the 2023 approved budget.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh’s current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh’s plans and priorities.
<input type="checkbox"/>	Steward the Town’s “continuous improvement” approach to municipal service delivery to residents and businesses.
<input checked="" type="checkbox"/>	Demonstrate the Town’s leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Community & Recreation Services

To: Mayor and Members of Council

From: Beth Gignac, Director Community & Recreation Services

Date to Council: February 14, 2023

Report Number: CRS-2023-01

Subject: CADA Library Renovation – Final Concept Design

Recommendations

It is recommended:

That Report No. CRS-2023-01 CADA Library Renovation – Final Concept Design, **be received;**

And that the final conceptual design recommendations outlined in Attachment 1 to Report No. CRS-2023-01 to renovate the Cada Library Building located at 13675 St. Gregory's Road, **be approved;**

Background

At the April 24, 2020 Regular Meeting of Council, direction was given to have Town Administration compile a report on viable options to refresh or renovate the current Cada Library building through consultations with associated committees, including Tecumseh Accessibility Advisory Committee (TAAC), Senior's Advisory Committee (SAC), Youth Advisory Committee (YAC) and Cultural Advisory Committee (CAC), along with other key stakeholders.

Furthermore, funding had been approved in the 2020-2024 Buildings Five (5) Year Capital Works Plan (RCM-397/19) for \$60,000 to contract the services of an architect to work with the Town and Essex County Library administrations in conducting public input

sessions and producing a concept design to modernize the library building and improve its functionality.

In February of 2022, Archon Architects Incorporated was retained by the Town as the architect and prime consultant for the Cada Library Renovation Project to produce a concept design satisfactory to the public consultations and discussions held with the Town and County of Essex Library Board administration.

The contract with Archon was segmented into two (2) phases, where the initial phase is comprised of the pre-design, schematic design and construction documents. The second phase consists of the contract administration and management of the project.

Comments

Throughout 2022, the project evolved through various stages of development including discussions and consultations with community stakeholders to formalize a conceptual design that is most suitable for revitalizing the library's internal spaces.

In November, consultations culminated in hosting public engagement through an in-person forum and an online civic engagement platform (PlaceSpeak). Commentary and input from the community was received based on the proposed conceptual design developed from stakeholder input.

Altogether, feedback received was positive and generally satisfied with the overall approach concerning the plan layout for requisite and public spaces including its renewed performance and accessibility, use of neutral interior finish and colour schemes, and modern furnishings.

As a result, the proposed interior renovation plan improves efficiencies and creates greater functionality of the overall space. Highlights of the proposed renovation are displayed through the interior renderings included in Attachment 1 and as provided below:

- Extensive Barrier-Free and Accessibility Upgrades including:
 - New Universal/Gender Neutral Washroom;
 - New Barrier-free multi-fixture Male and Female washrooms;
 - Main Entrance Automatic Sliding Doors;
 - New Barrier Free Information Desk for improved client interactions;
 - Removal of elevated stage areas in Program Room.

- Improvements/Replacements to all interior finishes including:
 - New carpet and tile floors throughout;
 - New ceiling tiles;
 - Painting of all walls;
 - Identification for themed areas;
 - Increased electrical distribution and power receptables for use of charging phones, laptops, tablets, etc.
 - Replacement of all lighting with LED energy efficient light fixtures and daylight harvesting control system;
 - Installation of new clerestory windows along west wall to provide increased natural lighting to reduce the need for artificial lighting;
 - Improved Staff Support areas for programing preparation.

In addition, the Cada Library building has also received new HVAC units to supplement the upcoming renovations to provide further improved efficiencies of the existing building as well as upgraded exterior lighting.

Upon Council approval of the final concept, it is anticipated that the final construction drawings will be developed and the project tendered in early Q2 with construction potentially commencing as early as May of 2023. A project schedule is included in the conceptual design renderings within Attachment 1.

Consultations

Financial Services
Essex County Library
Tecumseh Residents
Stakeholders

Financial Implications

Previously, Archon Architects Incorporated provided renovation costs to the Essex County Library Board and the Town estimated at \$1,000,000. This amount was approved for the project in December, 2022 as part of the Municipal Buildings 2023-2027 Five (5) Year Capital Works Plan. The estimated cost includes an adjustment to reduce the scope of the project that influenced the overall cost, and allowance for

inflation on materials and construction along with a contingency. Recent economic trends may very likely impact the project's overall cost due in part to extraordinary market conditions that have swelled construction and material costs.

Both, the Town and the Essex County Library will contribute financially through a shared commitment whereby the Town will be responsible for \$700,000 and the Essex County Library Board for \$300,000, exclusive of any additional equipment and furnishings.

Funding is generally allocated through Lifecycle Reserves (LC) for Municipal Buildings, but given the substantial enhancement of this particular asset, other sources of funding will be relied upon to cover the renovation. It is planned that \$580,000 will be drawn from the Town's Infrastructure Reserve (also known as the New Infrastructure Levy or NIL) and the remaining \$120,000 will come from a reserve of Town funds held in trust by the County for library purposes.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☐

Website ☒

Social Media ☒

News Release ☐

Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Daniel Wolicki
Manager Facilities & Energy Management

Reviewed by:

Beth Gignac, BA Hons
Director Community & Recreation Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

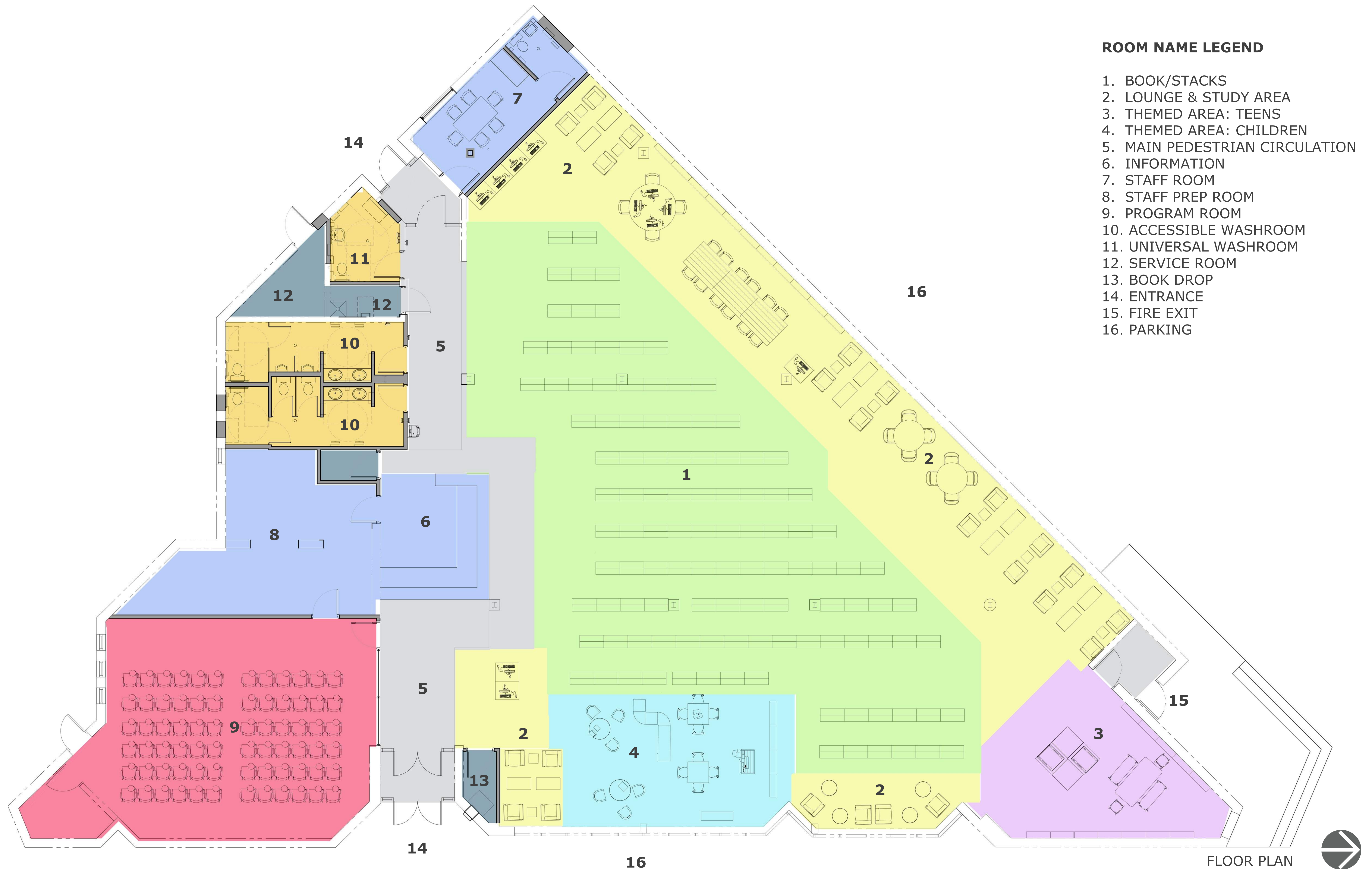
Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	CADA Library Renovation – Interior Renderings of Final Concept Design

ROOM NAME LEGEND

1. BOOK/STACKS
2. LOUNGE & STUDY AREA
3. THEMED AREA: TEENS
4. THEMED AREA: CHILDREN
5. MAIN PEDESTRIAN CIRCULATION
6. INFORMATION
7. STAFF ROOM
8. STAFF PREP ROOM
9. PROGRAM ROOM
10. ACCESSIBLE WASHROOM
11. UNIVERSAL WASHROOM
12. SERVICE ROOM
13. BOOK DROP
14. ENTRANCE
15. FIRE EXIT
16. PARKING



FLOOR PLAN



STUDY & MEETING AREAS



LOUNGE AREA



THEMED AREA: YOUNG ADULTS/TEEN



THEMED AREA: CHILDREN



PROGRAM ROOM












































STUDY & LOUNGE AREAS



COMPUTERS & STUDY AREAS



INFORMATION DESK

ID	Task Name	Duration	Start	Finish	2023												2024												202							
					N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F				
1	 Town of Tecumseh - CADA Library Renovation	290 days	Fri 22-12-16	Thu 24-01-25																																
2	 Stage 1: Schematic Design & Public Consultatoin - Complete	0 days	Fri 22-12-16	Fri 22-12-16	 12-16																															
3	Stage 2: Construction Documents and Tendering	88 days	Mon 23-01-02	Wed 23-05-03																																
4	Consturction Documents (CD) Phase	61 days	Mon 23-01-02	Mon 23-03-27																																
5	 Architectural Design & Specifications	55 days	Tue 23-01-03	Mon 23-03-20	 AAI																															
6	MEP Design and Specifications	55 days	Mon 23-01-02	Fri 23-03-17	 MEP Eng.																															
7	Structural Design and Specifacaitons	55 days	Mon 23-01-02	Fri 23-03-17	 Struc. Eng.																															
8	Meetings/Correspondence/Coordination with Owner Team	55 days	Mon 23-01-02	Fri 23-03-17	 All																															
9	Owner review, acceptance and sign-off	5 days	Tue 23-03-21	Mon 23-03-27	 Owner																															
10	Deliverables: Architectural, Structural & MEP Complete Drawings, Specifications, Estimate	0 days	Mon 23-03-20	Mon 23-03-20	 03-20																															
11	Tendering and Award Phase	32 days	Tue 23-03-21	Wed 23-05-03																																
12	Prepare, Assemble & Provided Construction Documents	5 days	Tue 23-03-21	Mon 23-03-27	 Owner,AAI																															
13	Support Owner during Tendering Phase	20 days	Tue 23-03-28	Mon 23-04-24	 AAI																															
14	Prepare and process Addenda	20 days	Tue 23-03-28	Mon 23-04-24	 Owner,AAI																															
15	Review bids for completeness, accuracy and compliance	2 days	Tue 23-04-25	Wed 23-04-26	 Owner,AAI																															
16	Provide recommendation to Owner	2 days	Tue 23-04-25	Wed 23-04-26	 AAI																															
17	Owner Review & Post-Tender Support to the Owner	5 days	Thu 23-04-27	Wed 23-05-03	 AAI																															
18	Contract Award	0 days	Wed 23-05-03	Wed 23-05-03	 05-03																															
19	Deliverables: Tender & Issued for Construction Drawings & Specivications - Addenda, Letters	0 days	Wed 23-05-03	Wed 23-05-03	 05-03																															
20	Stage 3: Construction - Contract Administration - Phase 1 and/or 2	191 days	Wed 23-05-03	Thu 24-01-25																																
21	Construction Commencement	0 days	Wed 23-05-03	Wed 23-05-03	 05-03																															
22	 A&E Project Management: Site Meetings, Field Reviews, RFI Responses,CCN's,CD's, & CO's	150 days	Thu 23-05-04	Wed 23-11-29	 Design Team																															
23	Review Applications for Payment & Issue Certificates	150 days	Thu 23-05-04	Wed 23-11-29	 Design Team																															
24	Prepare Deficiency Reports	10 days	Thu 23-11-02	Wed 23-11-15	 AAI																															
25	Issue Certificate of Substantial Permanence & Owner Occupancy	0 days	Wed 23-11-29	Wed 23-11-29	 11-29																															
26	Deliverables: RFI's, SI's, CCN's, CO's, Reports, Photographs,Minutes,Sketches, Certificates	0 days	Wed 23-11-29	Wed 23-11-29	 11-29																															
27	Post Construction	41 days	Thu 23-11-30	Thu 24-01-25																																
28	Assist with timely completion of deficiencies	20 days	Thu 23-11-30	Wed 23-12-27	 AAI																															
29	Review and Comment of Maintenance Manuals	20 days	Thu 23-11-30	Wed 23-12-27	 Design Team																															
30	Prepare Certificate of Total Completion	1 day	Thu 23-12-28	Thu 23-12-28	 AAI																															
31	Owner Fit-up & Move-in	20 days	Fri 23-12-29	Thu 24-01-25	 Owner																															
32	Deliverables: Certificates & Reports	0 days	Thu 23-12-28	Thu 23-12-28	 12-28																															
33	One-Year Warranty Review	25 days	Wed 24-09-18	Wed 24-10-23																																
34	Field Review	0 days	Wed 24-09-18	Wed 24-09-18	 09-18																															
35	Report	5 days	Thu 24-09-19	Wed 24-09-25	 AAI																															
36	Assist with timely compleion of warranty items	20 days	Thu 24-09-26	Wed 24-10-23	 AAI																															
37	Deliverables: Report & Letters	0 days	Wed 24-10-23	Wed 24-10-23	 10-23																															

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

From: Tom Kitsos, Director Financial Services & Chief Financial Officer

Date to Council: February 14, 2023

Report Number: FS-2023-01

Subject: Taxes Receivable December 2022

Recommendations

It is recommended:

That Financial Services Report No. 2023-01, Taxes Receivable December 2022 **be received.**

Executive Summary

An annual report is provided to Council regarding the status of year-end tax arrears.

Background

This report describes the status of the Town of Tecumseh's property taxes outstanding as of December 31, 2022.

Collection Procedures

Interim tax notices are mailed to all ratepayers in January with due dates in February and April. Final residential notices are mailed in May with due dates in June and September, while final commercial/industrial notices are mailed in late August with due dates in September and November.

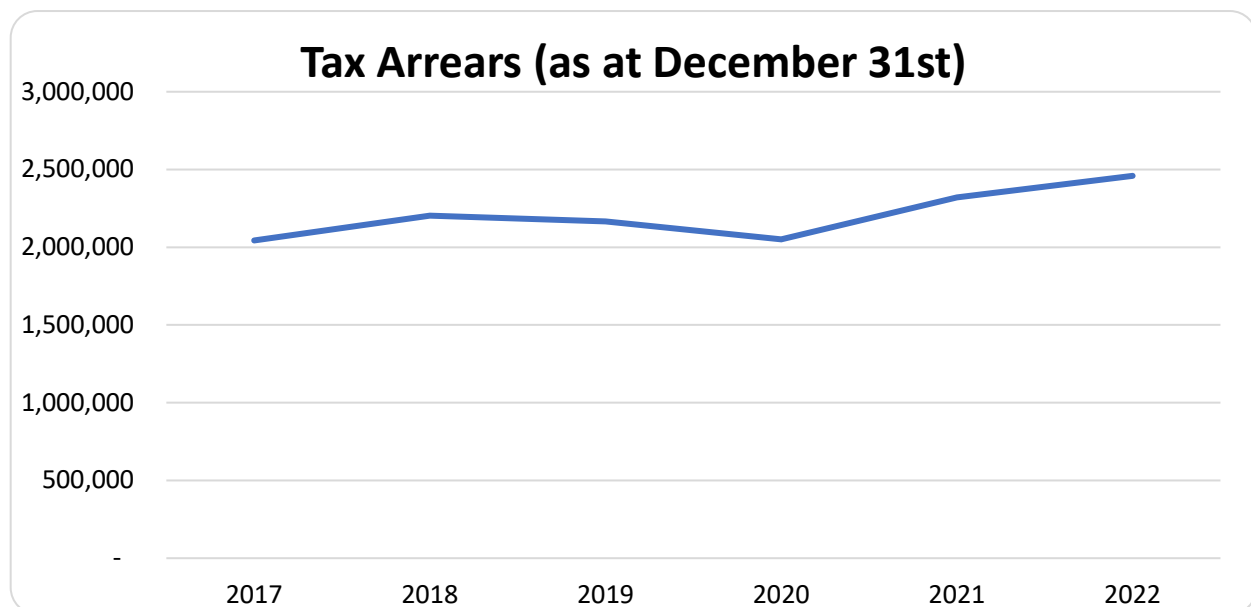
If an account is in arrears, interest and penalties are charged on the first day of the month. Arrears notices are sent out five times during the year (March, May, July, October, and December).

On an annual basis, if an account is three years in arrears, letters are mailed asking ratepayers to make payment arrangements to avoid tax registration. If payment is not received or a payment arrangement is not entered, a final letter is sent in April informing the ratepayer that the Town will proceed with tax registration. After all collection attempts on outstanding arrears have been exhausted, a tax arrears certificate is registered under the Municipal Act, Section 373(1). The ratepayer has one year from the date a tax arrears certificate is registered to redeem the property (i.e., the “cancellation date”). To do so, the ratepayer must pay all tax arrears, current taxes, interest, and penalties at the time of payment, and all reasonable costs incurred by the Town to register a tax arrears certificate. If a ratepayer fails to redeem their property by the cancellation date, it becomes eligible for tax sale.

Comments

Taxes Receivable/Arrears

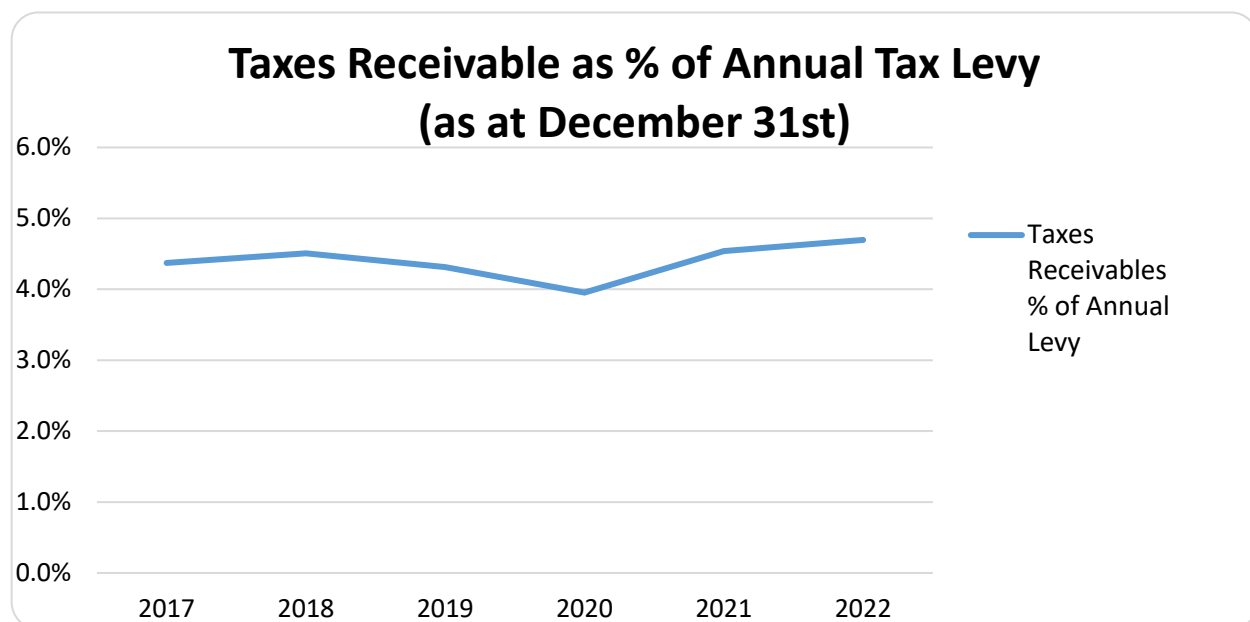
For 2017 through 2022, taxes receivable as of Dec 31st have fluctuated as illustrated in the chart below.



Taxes receivable is the amount of outstanding taxes owed to the municipality. High outstanding taxes may reflect the inability of residents to pay their taxes, or it could indicate problems with the municipality’s tax collection procedures. High outstanding taxes could also create cash flow problems for the municipality or result in higher tax rates to fund uncollectable taxes or tax write-offs.

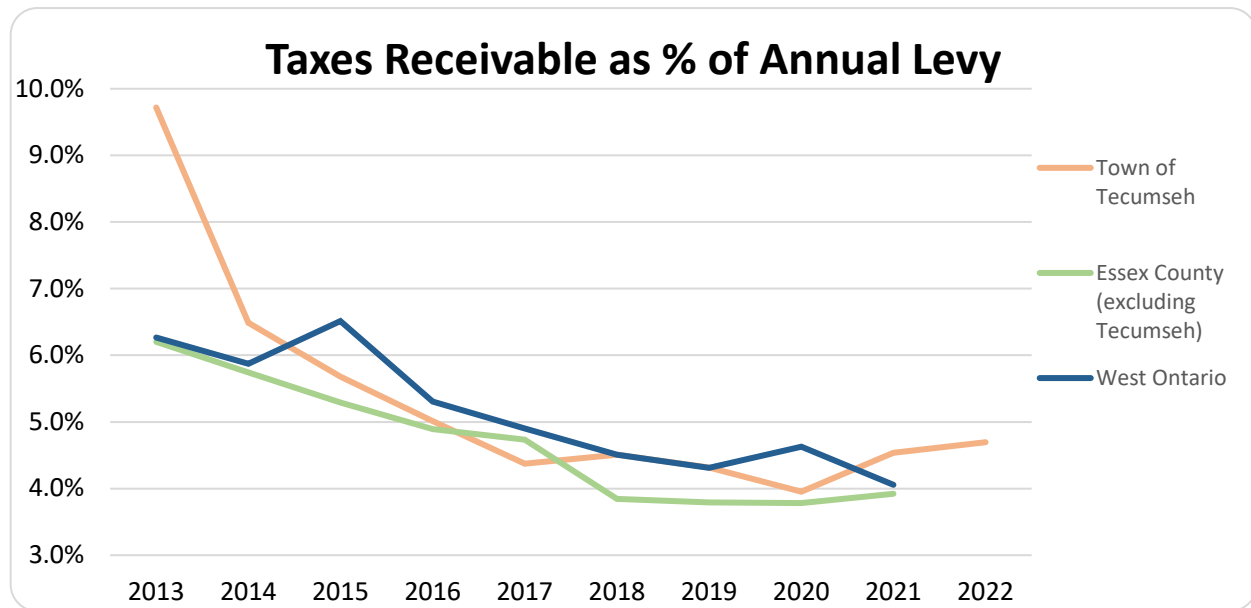
As at Dec. 31 st	Tax Receivables	# in Arrears
2022	\$ 2,459,012	682
2021	\$ 2,320,090	657
2020	\$ 2,049,864	587

A key financial indicator of the health of property taxes receivable is the ratio of taxes outstanding as of December 31st to the annual taxes levied. This reveals the degree of aging within our taxes receivable balance. A higher percentage suggests that there is a larger proportion of older receivables, which can signal a collection risk.



The Town's taxes receivable as a percentage of annual taxes levied increased slightly to 4.7% as of December 31, 2022 (from 4.5% in 2021). Overall, property tax collection continues to remain strong despite the uncertainty posed by COVID-19.

The following chart represents taxes receivables as a percentage of annual tax levies for fiscal years ending December 31st for the Town of Tecumseh, Essex County (average of lower-tier municipalities in Essex, excluding Tecumseh) and West Ontario. Comparable data is based on Financial Information Returns (FIR), which are currently available up to 2021.



Data source: MIDAS - SLC 72 0290 09, SLC 26 9199 03

Taxes receivable as a percentage of tax levy increased slightly to 4.7% as of December 2021 (from 4.5% in 2021). This percentage is below the historical normal range and has come down significantly over the few years of relatively high percentages during 2009-2013. Since 2017, the Town has been in the 4.0% - 4.7% range, whereas West Ontario has been between 4.1% - 4.9%. Credit rating agencies consider a measure greater than 8% a negative factor (BMA Municipal Study, 2017).

Pre-Authorized Payment Plans

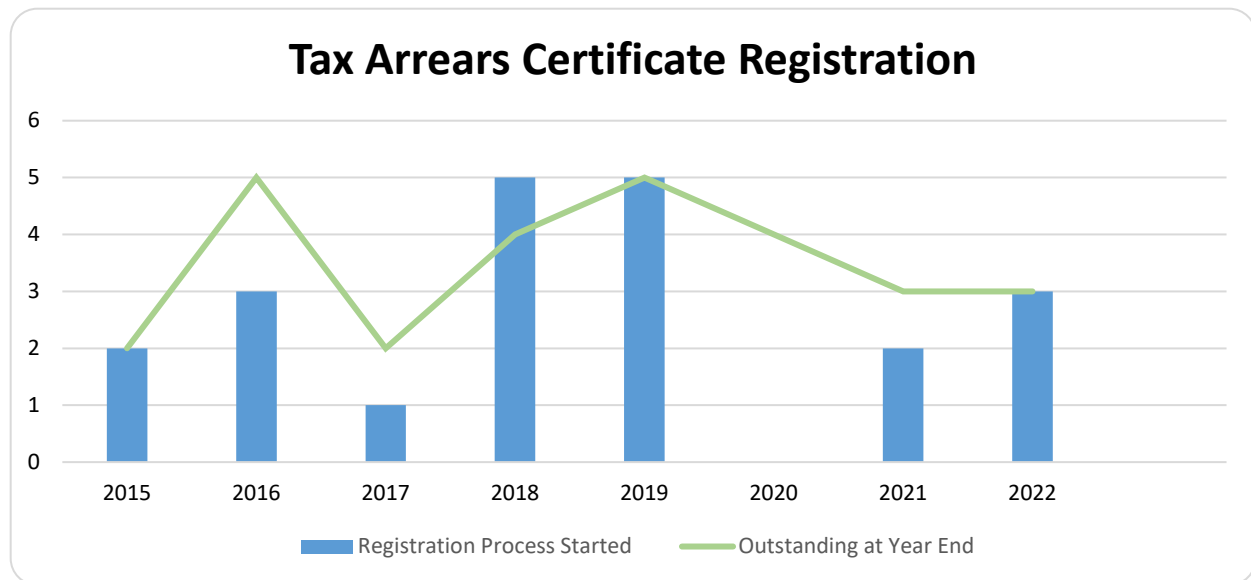
To date, there were 2,362 properties enrolled in the monthly pre-authorized payment (PAP) plan and 883 properties enrolled in the due date PAP plan. Total enrollment in the PAP programs represents approximately 33% of all properties in the Town of Tecumseh.

We continue to encourage ratepayers to enroll in our PAP plans as part of an efficiency initiative. It enables the Town to process a large number of tax payments without manual entry, provides a stable cash flow through the calendar year, and allows ratepayers the opportunity to spread their payments out on a monthly basis.

Tax Arrears Certificate

Tax arrears certificates are registered after an account is three years in arrears and all collection avenues have been exhausted. The chart below shows the number of tax arrears certificates initiated in a calendar year. A ratepayer has one year after registration to redeem the property, at which point the Town will continue with the tax sale process as a means of recovering unpaid property taxes. Fiscal 2022 was the first year in which a property was sold through the tax sale process since amalgamation.

Historically, property owners have been able to redeem their properties, thus avoiding a tax sale.



During 2022, we have begun the tax arrears certificate registration process for three new properties (2021 – two). We also have three outstanding registrations for which collection has yet to occur. If payments are not received, these properties may be advertised for tax sale in 2024.

Consultations

None

Financial Implications

All costs incurred by the Town concerning property registration and tax sale are recoverable except if a property is not sold at tax sale. In that situation, a notice of vesting in the name of the Town may be registered.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Vanessa DaDalt, CPA, CA
Deputy Treasurer & Manager Revenue Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Robert Auger, Director Legislative Services & Clerk

Date to Council: February 14, 2023

Report Number: LCS-2023-01

Subject: Procedural By-Law Sub-Committee

Recommendations

It is recommended:

That Report LCS-2023-01 entitled “Procedural By-Law Sub-Committee” **be received;**

And that consideration be given to strike an Ad-hoc Sub-Committee of Council for the purpose or mandate of providing a review together with recommendations concerning amendments to the Town’s current Procedural By-Law 2022-013;

And further that Council **appoint** (3) three of its members to this committee to carry out the mandate of this Sub-Committee in consultation with the Clerk.

Background

The Town’s Procedural [By-Law 2022-013](#) (By-Law) is the primary governance tool for Council and its proceedings. In 2022, a Clerk’s Service Delivery Review (Review) was conducted by WSCS Consulting and its report (Report) was received by Council at its Special Council Meeting of May 10, 2022. At this meeting, Council passed the following resolution:

Motion: SCM - 17/22

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Rick Toniai

That Report LCS-2022-15 entitled “Clerks Office Service Review 2022” be received;

And that the independent third-party final report “2022 Clerk’s Office Service Review, April 28, 2022” as prepared by WSCS Consulting, be endorsed;

And further that Administration report back to Council with a framework for the implementation of recommendations found in the Service Review.

Carried

Specifically, the Report made the following recommendation:

“That the Clerk be tasked with undertaking a review of the observations of the Town’s Procedural By-Law with the view to reporting back to Council with appropriate future amendments”.

Comments

The Report identified areas of the current By-Law that could be enhanced and/or further refined. Accordingly, the Clerk has commenced a review of the By-Law with a view towards amending or adding to its provisions so as to make it an improved document to efficiently guide Council and govern its proceedings. Part of the review process thus far has already included an analysis of the comments that were received from WSCS Consulting arising out of the current By-Law.

However, in order to provide greater opportunity for meaningful input and a more complete review of the By-Law, it is further recommended that Council also form an Ad-hoc Sub-Committee and appoint three (3) of its Members to undertake its review of the By-Law in conjunction with support from the Legislative & Clerks Services Department.

This Sub-Committee would ideally meet as required during the first and early second quarters of 2023 and provide its review, input and feedback so as to enable the Clerk to return to Council with a detailed report on the Procedural By-law Review together with a proposed amended By-Law for Council’s consideration in late second quarter of 2023.

Consultations

Legislative Services & Clerk

Financial Implications

No financial implications are anticipated at this time.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input checked="" type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Robert Auger, LL.B.
Director Legislative Services & Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Robert Auger, Director Legislative Services & Clerk

Date to Council: February 14, 2023

Report Number: LCS-2023-02

Subject: Court of Revision Appointment - 4th Concession Drain

Recommendations

That Report LCS-2023-02 entitled Court of Revision Appointment - 4th Concession Drain **be received**;

And that Council **appoint** one of its members to the Town of LaSalle Court of Revision (scheduled to convene and sit on March 23, 2023 at 4 p.m. in LaSalle Council Chambers) to hear any appeals on the assessment from the Drainage Report in relation to improvements for the 4th Concession Drain, as prepared by RC Spencer Associates Inc. dated August 5, 2022.

Executive Summary

The Town of LaSalle, as the initiating municipality (in respect of a drain affecting two or more municipalities) has scheduled a Court of Revision to convene on March 23, 2023 at 4 p.m. in LaSalle Council Chambers respecting any appeals on the assessment from the Drainage Report in relation to improvements for the 4th Concession Drain. Pursuant to the Drainage Act, the Town of Tecumseh (as an affected or involved municipality in respect of the 4th Concession Drain) shall also appoint one person to sit as a member of this Court of Revision.

Background

The Town of LaSalle procured a report pursuant to section 78(5) of the Drainage Act for the repair and improvement of the 4th Concession Drain. Such Report (see Attachment 1) was prepared by RC Spencer Associates Inc. dated August 5, 2022, and was provisionally adopted by the Town of Lasalle pursuant to its By-law 8764 on January 24, 2023 (see Attachment 2). The Town of LaSalle, as the initiating municipality (in respect of a drain affecting two or more municipalities), has now scheduled a Court of Revision to convene on March 23, 2023 at 4 p.m. in LaSalle Council Chambers.

Comments

The purpose of the Court of Revision is set out in Section 52(1) of the Act, which states that an owner of land assessed for the drainage works may appeal to the Court of Revision on any of the following grounds:

1. any land or road has been assessed an amount that is too high or too low;
2. any land or road that should have been assessed has not been assessed; or
3. due consideration has not been given to the use being made of the land.

Section 97(3) of the Act also states that:

“Where the lands assessed for the drainage works extend from the initiating municipality into a neighbouring municipality, the court of revision shall consist of two members appointed by the council of the initiating municipality, of whom one shall be chair and one member appointed by the council of each of the neighbouring municipalities and the court shall hear and rule on appeals as if the entire area affected by the drainage works were in one municipality.”

As the lands assessed for the drainage works extend from LaSalle into the Town of Tecumseh, The Town shall appoint one (1) member to sit on this Court of Revision to hear and rule on any appeals. The members appointed to the Court of Revision are to be persons currently eligible to be elected as a Member of Council or shall be a current Member of Council. Therefore, it is recommended that Town of Tecumseh Council appoint one of its members to so serve and sit on this Court of Revision as scheduled for March 23, 2023.

Consultations

Public Works & Engineering Services

Financial Implications

There are no anticipated financial implications.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input checked="" type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Robert Auger, LL.B.
Director Legislative Services & Clerk

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Engineering Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Engineers Report dated August 5, 2022 as prepared by RC Spencer Associates Inc.
2	Town of Lasalle By-Law 8764 as provisionally adopted on January 24, 2023

MUNICIPAL DRAINAGE REPORT

REPAIR AND IMPROVEMENT OF THE

4TH CONCESSION DRAIN IN THE TOWN OF LASALLE

AND

HOLDEN OUTLET DRAIN IN THE TOWN OF TECUMSEH



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

05 August 2022

Mayor and Municipal Council
Corporation of the Town of Lasalle
5950 Malden Road
Lasalle, Ontario N9H 1S4

Re: Repair and Improvement of the 4th Concession Drain and Holden Outlet Drain
In the Town of Lasalle and the Town of Tecumseh
Project No. 18-769

Mayor and Municipal Council:

1.0 AUTHORIZATION

In accordance with your instructions under Section 78 of the Drainage Act, we have prepared the following report that provides for the repair and improvement of the 4th Concession Drain in the Town of Lasalle and at the request of the Town of Tecumseh, the Holden Outlet Drain located in the Town of Tecumseh. 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

2.1 4th CONCESSION DRAIN

The 4th Concession Drain is an existing open municipal drain located in the Town of Lasalle. A review of the records indicates that the last report prepared for the 4th Concession Drain was one prepared by W. J. Fletcher dated 23 August 1948. That report called for the repair and improvement of the 4th Concession Drain and branches. It was recommended that the drains be cleaned out and regraded in accordance with the drawings that were provided. The records also show a previous report prepared by J. J. Newman dated 5 September 1916.

2.2 HOLDEN OUTLET DRAIN

The Holden Outlet Drain is an existing open municipal drain which is an upstream extension of the 4th Concession drain located in the Town of Tecumseh. A review of the records indicates that the last report prepared for the Holden Outlet Drain was prepared by Maurice Armstrong dated 18 August 1978 (reconsidered 3 November 1978). That report called for the repair and improvement of the drain in accordance with the accompanying profile and specifications.

The records also show a previous report prepared by C.G.R. Armstrong dated 27 November 1957 for the South Talbot & Holden Outlet Drain.

The records also show a previous report prepared by Owen McKay dated 24 July 1915 for the South Talbot & Holden Outlet Drain.

The Town of Tecumseh has requested that the Holden Outlet Drain be renamed to the 4th Concession Drain in this report. As per the Town of Tecumseh's request and for the simplicity of this report, the Holden Outlet Drain shall be referred to as the 4th Concession Drain from here on.

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 5 November 2018 with the landowners in the watershed. The need for the repair and improvement of the existing 4th Concession Drain was discussed, and five property owners indicated that they have low areas that are prone to flooding. One homeowner requested an enclosure of the drain on his property. A summary of the on-site meeting discussions is included in "Appendix C".

4.0 INSPECTION AND SURVEY

Our survey and examination along the entire length of the 4th Concession Drain was carried out in January 2019. The survey comprised the recording of topographic data and examining the channel for available depth necessary to provide sufficient drainage. All of the culverts and road crossings installed in the drain were also surveyed and inspected.

We commenced our survey at the outlet of the 4th Concession drain located in the Town of Lasalle. We then proceeded upstream along the channel to the upstream end of the drain, approximately 6,092 m, where the drain ends in the Town of Tecumseh.

5.0 WATERSHED DESCRIPTION

The watershed of the 4th Concession Drain is irregular in shape and has a surface area of approximately 1387 Ha (3427 Ac). A number of municipal drains and private tributary drains, both tile and open, convey surface and subsurface flows to the 4th Concession Drain.

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

Bottomland Soil – 1 %

Toledo Clay – 17 %

Brookston Clay Sand Spot Phase – 22%

Brookston Clay – 28%

Brookston Clay Loam – 32%

Overall, the soils within the 4th Concession 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 area slopes down in the westerly direction but is generally flat. The bottom gradient of the drain in the area of the proposed work is approximately between 0.04 % to 0.34 %. The lands in the drainage area are comprised of several different land uses including agriculture, residential, industrial, recreational (golf course) and forested areas.

6.0 EXISTING CONDITIONS

During the survey and inspection of the 4th Concession Drain, it was found that since the last repair and improvement project, the majority of the drain has become filled with sediment and overgrown with brush and trees to such an extent that it cannot afford proper drainage to the lands and roads it was intended to serve.

The bottom gradient of the drain is relatively flat from Station 0+000 to 0+750. The water level in the River Canard is dictated by water levels in the Great Lakes system. From Station 0+000 to 0+750, there is water standing in this section of open drain because of the water level in the River Canard. Deepening the drain in this area would not increase flow capacity. Minor amounts of erosion can be found in the drain banks which have likely been caused from varying water levels. The drain banks are well vegetated in this area, and no major concerns were found that requires work in this section of the drain.

The portion of the 4th Concession Drain from Station 0+750 to 1+180 is in good condition and will not require any drainage improvements. The drain banks in this area appear to be stable and well vegetated. Furthermore, no drainage concerns from landowners were raised at the on-site meeting for this portion of the drain.

Proceeding upstream in the easterly direction from Station 1+180 to the upstream limit of the drain at Station 6+092, the drain is extremely vegetated with brush and trees that require removal. The drain bottom has good gradient for this length of the drain; however, it is obstructed with sediment and will require cleanout. The drain banks appear to be stable but require regrading in some areas due to steep side slopes.

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

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

Culvert No. 1: Stations 0+913 to 0+927 – Disputed Road

From Stations 0+913 to 0+927, a 14.0 m length of precast concrete box culvert with a span of 5.3 m and a height of 2.9 m provides for a road crossing at Disputed Road. End treatment for this culvert consists of precast lock block head walls. This concrete box culvert is in good structural condition and has stable end treatment. The culvert provides sufficient hydraulic capacity and its invert elevations conform to the design gradeline of the open drain.

Culvert No. 2: Stations 1+059.4 to 1+066 – Roll No. 270-33700

From Stations 1+059.4 to 1+066, a 6.6 m length of concrete box culvert with a span of 5.0 m and a height of 2.54 m provides access to the property with Roll No. 270-33700. The concrete box culvert is in good structural condition and consists of stable vertical concrete jute bag end treatment. The culvert provides sufficient hydraulic capacity and its invert elevations conform to the design gradeline of the open drain.

Culvert No. 3: Stations 1+134.1 to 1+140 – Roll No. 270-33500

From Stations 1+134.1 to 1+140, a 5.9m length of steel bridge provides access to the property with Roll No. 270-33500. The bridge is comprised of steel columns, pile driven into the drain banks with steel girders supporting the bridge deck. The bridge is in good structural condition and does not impede with the hydraulic capacity of the drain.

Culvert No. 4: Stations 2+600 to 2+622 – Broderick Road

From Stations 2+600 to 2+622, a 22.0 m length of precast concrete box culvert with a span of 3.05 m and a height of 2.44 m provides for a road crossing at Broderick Road. The concrete box culvert is in good structural condition and consists of stable sloping rip-rap end treatment. Its invert elevations conform to the design gradeline of the open drain; however, this culvert is deficient in hydraulic capacity by current design standards. Accumulation of sediment has occurred in this culvert and will require cleanout.

Culvert No. 5: Stations 2+862.7 to 2+869 – Roll No. 280-03500

From Stations 2+862.7 to 2+869, two 6.3m lengths of 1800mm (70”) and 1200mm (47”) diameter Corrugated Steel Pipes with sloping rip-rap end treatment provide a farm crossing for the property with Roll No. 280-03500. The culverts are deficient in structural condition and hydraulic capacity by current design standards.

Culvert No. 6: Stations 3+953 to 3+967 – Huron Church Line Road

From Stations 3+953 to 3+967, a 14.0 m length of precast concrete box culvert with a span of 3.05 m and a height of 2.13 m provides for a road crossing at Huron Church Line Road. The concrete box culvert is in good structural condition and consists of stable vertical gabion basket end walls. Its invert elevations conform to the design gradeline of the open drain; however, this culvert will require cleanout to achieve sufficient hydraulic capacity by current design standards.

Culvert No. 7: Stations 4+250 to 4+262 – Roll No. 280-13000

From Stations 4+250 to 4+262, a 12.0 m length of 1800mm (70”) diameter Corrugated Steel Pipe with no end treatment serves as a crossing to access a portion of the property with Roll No. 280-13000. This culvert is in good structural condition; however, it is deficient in hydraulic capacity by current design standards.

Culvert No. 8 – Stations 4+352 to 4+379.5 – Howard Avenue

From Stations 4+352 to 4+379.5, a 27.5 m length of an open bottom concrete box culvert with a span of 3.05 m and a height of 1.82 m from top of footing provides for a road crossing at Howard Avenue. The concrete box culvert is in good structural condition and consists of stable sloping rip-rap end treatment. The culvert provides sufficient hydraulic capacity and its invert elevations conform to the design gradeline of the open drain. Accumulation of sediment has occurred in this culvert and will require a minor cleanout.

Culvert No. 9 – Stations 5+954 to 5+960 – Roll No. 450-37000

From Stations 5+954 to 5+960, a 6.0m length of an open bottom concrete box culvert with a span of 2.45 m and a height of 1.83 m from top of footing provides a farm crossing for the property with Roll No. 450-37000. The concrete box culvert is in good structural condition and consists of no end treatment. The culvert provides sufficient hydraulic capacity and its invert elevations conform to the design gradeline of the open drain.

Culvert No. 10 – Stations 6+084 to 6+091.8 – Holden Road

From Stations 6+084 to 6+091.8, a 7.8m length of an open bottom concrete box culvert with a span of 2.4 m and a height of 2.17 m from top of footing provides for a road crossing at Holden Road. End treatment for this culvert consists of cast-in-place headwalls. This concrete box culvert has several cracked, delaminated and spalled areas and will need to be monitored by the Town of Tecumseh for future repair or replacement. The culvert provides sufficient hydraulic capacity and its invert elevations conform to the design gradeline of the open drain.

7.0 LANDOWNER REQUEST

The owner of Roll No. 280-13000 had requested for an enclosure of a portion of the 4th Concession Drain located on their property. A meeting was held with the landowner to discuss the cost of the drain enclosure as well as a cheaper alternative. This alternative consisted of rerouting the 4th Concession drain around the perimeter of the property. Due to the high costs associated with these options, the owner has elected to proceed with the design outlined in this report.

8.0 RECOMMENDATIONS

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

- a) That the Holden Outlet Drain, which is an upstream extension of the 4th Concession Drain in the Town of Tecumseh be renamed as part of the 4th Concession Drain.
- b) The removal and disposal of brush and trees from the entire length of the 4th Concession Drain except from Stations 0+000 to 1+180, where the drain is in good condition. This work shall be completed in accordance with Fisheries and Oceans Canada (DFO) requirements and recommendations as outlined in Section 16.
- c) The grading of the drain banks and profile of the 4th Concession Drain as shown on the attached drawings. Any material excavated from the drain shall be spread evenly on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6") on the same side as the working corridor. For residential properties abutting the drain, spreading of excavated material will not be permitted.
- d) The seeding and mulching of the drain banks where they have been regraded and disturbed.

- e) For the purposes of future maintenance, an 8.0 metre wide working corridor shall be established along the 4th Concession Drain in the following order:

Stations:	Location:
0+000 to 0+750	North side (access from 8275 Disputed Road)
0+750 to 0+913	South Side (access from 8315 Disputed Road)
0+913 to 1+180	To be established in the field by the Drainage Superintendent in consultation with the Road Authority
1+180 to 1+575	North Side (access from 8525 Broderick Road)
1+575 to 2+601	South Side (access from Broderick Road)
2+621 to 3+360	South Side (access from Broderick Road)
3+360 to 3+948	North Side (access from Huron Church Line Road)
3+972 to 4+350	South Side (access from 6335 Howard Avenue)
4+396 to 6+080	North Side (access from Howard Avenue and Holden Road)

- f) We have completed a detailed hydrological analysis of the watershed and examination of each culvert in the 4th Concession Drain. Our findings and the works recommended at each site are as follows:

Culvert No. 1: Stations 0+913 to 0+927 – Disputed Road

We recommend that the 14.0 m length of precast concrete box culvert with a span of 5.3 m and a height of 2.9 m providing for a road crossing at Disputed Road remains in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out by the Town of LaSalle.

Culvert No. 2: Stations 1+059.4 to 1+066 – Roll No. 270-33700

We recommend that the 6.6 m length of concrete box culvert with a span of 5.0 m and a height of 2.54 m providing access to the property with Roll No. 270-33700 remains in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out as a work of future maintenance.

Culvert No. 3: Stations 1+134.1 to 1+140 – Roll No. 270-33500

We recommend that the 5.9m length of steel bridge providing access to the property with Roll No. 270-33500 remains in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out as a work of future maintenance. We recommend that the future replacement structure, sized to a 10-year flow rate, consists of a precast concrete box culvert with a span of 4877mm and height of 2438mm installed at minimum 300mm embedment depth.

Culvert No. 4: Stations 2+600 to 2+622 – Broderick Road

We recommend that the 22.0 m length of precast concrete box culvert with a span of 3.05 m and a height of 2.44 m providing for a road crossing at Broderick Road remains in the drain at

this time. We recommend that the culvert is cleaned out to the profile shown on the design drawings. When the structural condition of the culvert becomes inadequate in the future or should it need replacement in the opinion of the Drainage Superintendent, replacement of this culvert will be carried out by the Town of Lasalle. We recommend that that the future replacement structure, sized to a 25-year flow rate, consists of a precast concrete box culvert with a span of 3962mm and height of 2438mm installed at minimum 300mm embedment depth.

Culvert No. 5: Stations 2+862.7 to 2+869 – Roll No. 280-03500

We recommend that the two 6.3m lengths of 1800mm (70") and 1200mm (47") diameter Corrugated Steel Pipes with sloping rip-rap end treatment providing for a farm crossing for the property with Roll No. 280-03500 be removed and replaced immediately. We recommend that the replacement structure, sized to a 10-year flow rate, consists of two 12.0m lengths of 2000mm diameter corrugated steel pipes installed at 10% embedment depth. Culvert end treatment shall consist of sloping rip-rap erosion protection. Should the property owner want the existing pipes left on-site for his salvage, the pipe shall be carefully removed and cleaned of sediment by the Contractor.

Culvert No. 6: Stations 3+953 to 3+967 – Huron Church Line Road

We recommend that the 14.0 m length of precast concrete box culvert with a span of 3.05 m and a height of 2.13 m providing for a road crossing at Huron Church Line Road remains in the drain at this time. However, we recommend that the culvert is cleaned out to the profile shown on the design drawings. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out by the County of Essex.

Culvert No. 7: Stations 4+250 to 4+262 – Roll No. 280-13000

We recommend that the 12.0 m length of 1800mm (70") diameter Corrugated Steel Pipe providing access to a portion of the property with Roll No. 280-13000 be removed and replaced immediately. We recommend that the replacement structure, sized to a 10-year flow, consists of a 12.0m length of 2500x1830mm corrugated steel pipe arch installed at 10% embedment depth. Sloping rip-rap erosion protection shall be used as the culvert end treatment. Should the property owner want the existing pipe left on-site for his salvage, the pipe shall be carefully removed and cleaned of sediment by the Contractor.

Culvert No. 8 – Stations 4+352 to 4+379.5 – Howard Avenue

We recommend that the 27.5 m length of an open bottom concrete box culvert with a span of 3.05 m and a height of 1.82 m from top of footing providing for a road crossing at Howard Avenue remains in the drain at this time. We recommend that the culvert is cleaned out to the profile shown on the design drawings. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out by the County of Essex in consultation with the Town of Tecumseh. We recommend that the future replacement structure, sized to a 25-year flow, consists of a precast concrete box culvert with a span of 3353mm and height of 1829mm installed at minimum 300mm embedment depth.

Culvert No. 9 – Stations 5+954 to 5+960 – Roll No. 450-37000

We recommend that the 6.0m length of an open bottom concrete box culvert with a span of 2.45 m and a height of 1.83 m from top of footing providing a farm crossing for the property with Roll No. 450-37000 remains in the drain at this time. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out as a work of future maintenance. We recommend that the future replacement structure, sized to a 10-year flow, consists of a precast concrete box culvert with a span of 2743mm and height of 1524mm installed at minimum 300mm embedment depth.

Culvert No. 10 – Stations 6+084 to 6+091.8 – Holden Road

We recommend that the 7.8 m length of an open bottom concrete box culvert with a span of 2.4 m and a height of 2.17 m from top of footing providing for a road crossing at Holden Road remains in the drain at this time. We recommend that the culvert is cleaned out to the profile shown on the design drawings. When the structural condition of the culvert becomes inadequate in the future, replacement of this culvert will be carried out by the Town of Tecumseh. We recommend that the future replacement structure, sized to a 10-year flow, consists of a precast concrete box culvert with a span of 2438mm and height of 2438mm installed at minimum 300mm embedment depth.

- g) That proper sediment control measures be implemented during construction.
- h) The provision of a schedule of assessment for the work recommended under this report on the 4th Concession Drain.
- i) The provision of a schedule of assessment for the cost of any future repair/maintenance works or culvert repair/replacement carried out on the 4th Concession Drain in the Town of LaSalle.
- j) The provision of a schedule of assessment for the cost of any future repair/maintenance works or culvert repair/replacement carried out on the 4th Concession Drain in the Town of Tecumseh.
- k) We recommend that these works be completed, and the related costs be assessed under the provisions of the Drainage Act.
- l) We are not aware of any tile outlet pipe replacements required during construction. If private tile drains are encountered that require new tile outlet pipes, the Drainage Superintendent may direct the Contractor to install those pipes. Payment will be on a unit price basis at the unit price bid in the tender documents.

9.0 DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the proposed repair and improvement of the 4th Concession Drain. There is a set of 19 drawings showing:

- a) A watershed plan indicating the drainage area boundary for the 4th Concession Drain;
- b) Drainage area blow-ups showing parcel numbers;
- c) A profile drawing for the municipal drain;
- d) Typical cross-sections for the work; and,
- e) Culvert replacement drawings and details.

Also attached as **Appendix ‘B’** are:

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

10.0 DESCRIPTION OF PROPOSED WORK

The proposed work involves the brushing and tree removal from stations 1+180 to 6+084. The drain banks and bottom also require regrading per the profile and cross-sections attached to this report. As per DFO’s recommendations, only one side of the drain shall be brushed and regraded to reduce the impact on fish habitat and fish species at risk. After the drain banks have been regraded, they shall be mulched and seeded to provide natural habitat and bank stability.

The works further consist of replacement of culverts in two different locations. Any brush and tree removal from the entire project are to be removed and deposited off-site. The excavated native material from the drain banks shall be spread evenly on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6”). Allowances for the land used are described in Section 11 of this report.

11.0 ALLOWANCES

In accordance with Section 29 of The Drainage Act, allowances for the use of the land required to construct the drainage works may be made. In this particular case, no net loss of land will result from the work. Maintenance corridors will be established along the entire length of the drain for temporary or future maintenance access to the working space.

In accordance with Section 30 of The Drainage Act, we determined the amounts to be paid to the owners of the adjoining lands along the course of the work, for damages to lands and crops (if any) occasioned by the recommended construction of the drainage works, tree removal and brushing, and by the disposal of excess excavated material.

The designated working corridors and access corridors shall be made available for the construction recommended in this report and in the future to permit maintenance to be carried out.

Materials excavated from the municipal drain shall be disposed of as set out in the Special Provisions in Appendix ‘B’. Any material excavated from the drain shall be spread evenly on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6”) on the same side as the working corridor. For residential properties abutting the drain, spreading of excavated material will not be permitted.

For residential areas that will be used as access corridors and working corridors, damage allowances are based upon an amount of approximately \$1,977 per hectare (\$800 per acre).

For agricultural areas that will be used as access corridors, working corridors, and spreading of excavated material, damage allowances are based upon an amount of approximately \$5,931 per hectare (\$2,400 per acre).

These amounts are shown in the following Schedule of Allowances, under the heading “Damages”.

SCHEDULE OF ALLOWANCES – TOWN OF LASALLE

Parcel No.	Roll No.	Con.	Lot or Part Lot	Owner	Land	Damages	Total
295	270-02900	CON 3	PT LOT 6		-	\$ 1,690	\$ 1,690
77	270-03100	CON 3	PT LOT 6		-	\$ 2,483	\$ 2,483
80	270-03350	CON 3	PT LOT 6		-	\$ 25	\$ 25
301	270-04900	CON 3	PT LOT 6		-	\$ 5,782	\$ 5,782
303	270-05500	CON 3	PT LOT 6		-	\$ 8,010	\$ 8,010
317	280-03500	CON 3	PT LOT 6		-	\$ 8,768	\$ 8,768
318	280-04110	CON 4	PT LOT 5		-	\$ 1,118	\$ 1,118
325	280-10000	CON 4	PT LOT 4 & 5		-	\$ 5,858	\$ 5,858
187	280-11200	CON 8	PT LOT 1		-	\$ 9	\$ 9
188	280-11400	CON 8	PT LOT 1		-	\$ 180	\$ 180
189	280-11500	CON 8	PT LOT 1		-	\$ 93	\$ 93
203	280-12900	CON 8	PT LOT 1		-	\$ 112	\$ 112
204	280-13000	CON 8	PT LOT 1		-	\$ 191	\$ 191
205	280-13100	CON 8	PT LOT 1		-	\$ 11	\$ 11
				TOTAL ALLOWANCES =	-	\$ 34,330	\$ 34,330

SCHEDULE OF ALLOWANCES – TOWN OF TECUMSEH

Parcel No.	Roll No.	Con.	Lot or Part Lot	Owner	Land	Damages	Total
366	450-01600	CON 5 N	PT LOT 4 RP		-	\$ 3,975	\$ 3,975
340	450-01810	CON 5	PT LOT 5 RP		-	\$ 7,790	\$ 7,790
235	450-03400	CON 5	PT LOT 5 RP		-	\$ 180	\$ 180
346	450-03700	CON 5 E	PT LOT 5		-	\$ 6,855	\$ 6,855
				TOTAL ALLOWANCES =	-	\$ 18,800	\$ 18,800

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:

PART 'A' – Station 0+000 to 1+180

INCIDENTALS – PART 'A'

Survey, report, estimate, specifications and drawings	\$ 29,100.00
SUBTOTAL FOR INCIDENTALS – PART 'A'	\$ 29,100.00
H.S.T. ON INCIDENTALS (1.76% NET)	\$ 510.00
TOTAL FOR INCIDENTALS – PART 'A' (including net H.S.T.)	\$ 29,610.00
TOTAL ESTIMATED COST – PART 'A'	\$ 29,610.00

PART 'B' – Station 1+180 to 2+600

CONSTRUCTION ITEMS – PART 'B'

1. Brushing, removal, and off-site disposal of deleterious materials including wood chips, leaves, miscellaneous debris and deadfalls / dead trees, being anything broken or lying down on the ground along drain bottom and drain banks as required.	\$ 34,000.00
2. Close cut removal of selected trees. The contractor shall dispose of the trees off-site along with any tree mulch.	\$ 16,000.00
3. Remove and dispose of existing tree root balls within maintenance corridor at an offsite disposal area arranged for by the Contractor at their own expense. Root balls within the existing drain banks shall remain wherever possible in accordance with new profile and cross-sections.	\$ 23,000.00
4. Excavation along banks and drain bottom (Stations 1+180 to 2+600) to grades shown on profile and cross-sections as required including spreading of material on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6"). (Approximately 5,400 cubic metres)	\$ 108,000.00
5. Supply and place seeding and mulching to all disturbed areas along drain bank and working areas as required. (Approximately 10,000m ²)	\$ 50,000.00
6. Supply and place quarried rock erosion protection (300mm thick) using 150mm-230mm diameter stone including placement of geotextile non-woven filter fabric. (Approximately 50m ²)	\$ 1,375.00

7. Construct sediment trap per OPSD 219.220 including rock flow check dam at Station 1+200.	\$	2,500.00
8. Silt control	\$	2,500.00
9. Maintenance/diversion of water flows during all drainage work construction.	\$	5,000.00
SUB TOTAL FOR CONSTRUCTION – PART ‘B’	\$	242,375.00
H.S.T. ON CONSTRUCTION (1.76% NET)	\$	4,265.00
TOTAL FOR CONSTRUCTION – PART ‘B’ (including net H.S.T.)	\$	246,640.00

INCIDENTALS – PART ‘B’

Allowances under Section 30	\$	17,990.00
Survey, report, estimate, specifications and drawings	\$	35,000.00
Contract administration and inspection	\$	15,000.00
Cost portion of ERCA Permit fee	\$	285.00
Contingency allowance	\$	20,000.00
SUBTOTAL FOR INCIDENTALS – PART ‘B’	\$	88,275.00
H.S.T. ON INCIDENTALS (1.76% NET)	\$	1,555.00
TOTAL FOR INCIDENTALS – PART ‘B’ (including net H.S.T.)	\$	89,830.00
TOTAL ESTIMATED COST – PART ‘B’	\$	336,470.00

PART ‘C’ – Station 2+600 to 4+352

CONSTRUCTION ITEMS – PART ‘C’

1. Brushing, removal, and off-site disposal of deleterious materials including wood chips, leaves, miscellaneous debris and deadfalls / dead trees, being anything broken or lying down on the ground along drain bottom and drain banks as required.	\$	28,000.00
2. Close cut removal of selected trees. The contractor shall dispose of the trees off-site along with any tree mulch.	\$	20,250.00
3. Remove and dispose of existing tree root balls within maintenance corridor at an offsite disposal area arranged for by the Contractor at their own expense. Root balls within the existing drain banks shall remain wherever possible in accordance with new profile and cross-sections.	\$	18,000.00

4. Excavation along banks and drain bottom (Station 2+622 to 3+953 and Station 3+967 to 4+352) to grades shown on profile and cross-sections including spreading of material on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6"). (Approximately 3,100 cubic metres)	\$	62,000.00
5. Excavation along drain bottom within existing culverts to grades shown on profile and cross-sections as required including spreading of material on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6").		
a) Culvert #4 – Stations 2+600 to 2+622	\$	1,500.00
b) Culvert #6 – Stations 3+953 to 3+967	\$	1,000.00
6. Supply and place seeding and mulching to all disturbed areas along drain bank and working areas as required. (Approximately 10,000m ²)	\$	50,000.00
7. Supply and place quarried rock erosion protection (300mm thick) using 150mm-230mm diameter stone including placement of geotextile non-woven filter fabric. (Approximately 50m ²)	\$	1,375.00
8. Culvert No. 5 – Supply and install new culvert at Station 2+866:		
a) Removal of existing 1200mm and 1800mm diameter corrugated steel pipes including the existing headwall materials. Price to include offsite disposal or salvage of culverts as requested by Landowner.	\$	3,000.00
b) Supply to site 24 metres (two pipes at 12m lengths) of 2000 mm diameter Hel-Cor corrugated steel pipe 2.8 mm thick (12 gauge) wall thickness, aluminized steel Type II with 125 mm x 25 mm corrugation profile with rolled annular ends and required couplers.	\$	21,600.00
c) Supply labour and equipment to excavate for and install specified pipe including all drain excavation and disposal of surplus material, being approximately 75 cubic metres.	\$	11,000.00
d) Supply, place and compact all clear stone material for pipe bedding (150mm thick), being approximately 25 tonnes.	\$	1,250.00
e) Supply, place and compact all granular 'B' Type II material for bedding and backfill to access road sub-grade, being approximately 200 tonnes.	\$	8,000.00
f) Supply, place and compact all granular 'A' material for access road base up to finish road grade, being approximately 65 tonnes.	\$	2,600.00
g) Supply and place quarried rock erosion protection end treatment (300mm thick) using 150mm-230mm diameter stone at both ends of pipe including placement of geotextile non-woven filter fabric, being approximately 60 square metres.	\$	1,650.00
9. Culvert No. 7 – Supply and install new culvert at Station 4+257:		
a) Removal of existing 1800mm diameter corrugated steel pipe including the existing quarried rock end treatments. Price to include offsite disposal or salvage of culvert as requested by Landowner.	\$	3,000.00

b) Supply to site 12 metres of 2500 mm x 1830 mm corrugated steel pipe arch, 2.8 mm thick (12 gauge) wall thickness, aluminized steel Type II with 125 mm x 25 mm corrugation profile with rolled annular ends and required couplers.	\$	14,400.00
c) Supply labour and equipment to excavate for and install specified pipe including all drain excavation and disposal of surplus material, being approximately 25 cubic metres.	\$	7,500.00
d) Supply, place and compact all clear stone material for pipe bedding (150mm thick), being approximately 15 tonnes.	\$	750.00
e) Supply, place and compact all granular 'B' Type II material for bedding and backfill to access road sub-grade, being approximately 160 tonnes.	\$	6,400.00
f) Supply, place and compact all granular 'A' material for access road base up to finish road grade, being approximately 50 tonnes.	\$	2,000.00
g) Supply and place quarried rock erosion protection end treatment (300mm thick) using 150mm-230mm diameter stone at both ends of pipe including placement of geotextile non-woven filter fabric, being approximately 40 square metres.	\$	1,100.00
10. Silt control	\$	2,500.00
11. Maintenance/diversion of water flows during all drainage work construction.	\$	5,000.00
SUB TOTAL FOR CONSTRUCTION – PART 'C'	\$	273,875.00
H.S.T. ON CONSTRUCTION (1.76% NET)	\$	4,820.00
TOTAL FOR CONSTRUCTION – PART 'C' (including net H.S.T.)	\$	278,695.00
<u>INCIDENTALS – PART 'C'</u>		
Allowances under Section 30	\$	16,340.00
Survey, report, estimate, specifications and drawings	\$	43,200.00
Contract administration and inspection	\$	15,000.00
Cost portion of ERCA Permit fee	\$	295.00
Contingency allowance	\$	20,000.00
SUBTOTAL FOR INCIDENTALS – PART 'C'	\$	94,835.00
H.S.T. ON INCIDENTALS (1.76% NET)	\$	1,670.00
TOTAL FOR INCIDENTALS – PART 'C' (including net H.S.T.)	\$	96,505.00
TOTAL ESTIMATED COST – PART 'C'	\$	375,200.00

PART 'D' – Station 4+352 to 6+092

CONSTRUCTION ITEMS – PART 'D'

1. Brushing, removal, and off-site disposal of deleterious materials including wood chips, leaves, miscellaneous debris and deadfalls / dead trees, being anything broken or lying down on the ground along drain bottom and drain banks as required.	\$	35,250.00
2. Close cut removal of selected trees. The contractor shall dispose of the trees off-site along with any tree mulch.	\$	21,750.00
3. Remove and dispose of existing tree root balls within maintenance corridor at an offsite disposal area arranged for by the Contractor at their own expense. Root balls within the existing drain banks shall remain wherever possible in accordance with new profile and cross-sections.	\$	24,000.00
4. Excavation along banks and drain bottom (Stations 4+379.5 to 6+084) to grades shown on profile and cross-sections including spreading of material on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6"). (Approximately 3,200 cubic metres)	\$	64,000.00
5. Excavation along drain bottom within existing culvert to grades shown on profile and cross-sections as required including spreading of material on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6").		
a) Culvert #8 – Stations 4+352 to 4+379.5	\$	1,500.00
6. Supply and place seeding and mulching to all disturbed areas along both banks and working areas as required. (Approximately 8,250m ²)	\$	41,250.00
7. Supply and place quarried rock erosion protection (300mm thick) using 150mm-230mm diameter stone including placement of geotextile non-woven filter fabric. (Approximately 50m ²)	\$	1,375.00
8. Silt control	\$	2,500.00
9. Maintenance/diversion of water flows during all drainage work construction.	\$	5,000.00
SUB TOTAL FOR CONSTRUCTION – PART 'D'	\$	196,625.00
H.S.T. ON CONSTRUCTION (1.76% NET)	\$	3,460.00
TOTAL FOR CONSTRUCTION – PART 'D' (including net H.S.T.)	\$	200,085.00

INCIDENTALS – PART 'D'

Allowances under Section 30	\$	18,800.00
Survey, report, estimate, specifications and drawings	\$	42,700.00
Contract administration and inspection	\$	15,000.00

Cost portion of ERCA Permit fee	\$ 220.00
Contingency allowance	\$ 20,000.00
SUBTOTAL FOR INCIDENTALS – PART ‘D’	\$ 96,720.00
H.S.T. ON INCIDENTALS (1.76% NET)	\$ 1,700.00
TOTAL FOR INCIDENTALS – PART ‘D’ (including net H.S.T.)	\$ 98,420.00
TOTAL ESTIMATED COST – PART ‘D’	\$ 298,505.00
GRAND TOTAL ESTIMATED PROJECT COST	\$ 1,039,785.00

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

13.0 UTILITIES

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

14.0 ASSESSMENT

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

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

We assess the above estimated cost of the work against the affected lands and roads as shown in “Schedule A-1” under “Value of Special Benefit”, “Value of Benefit” and “Value of Outlet.” “Schedule A-1” contains Special Benefit assessments for the two access crossings recommended under this report. The Special Benefit assessments are made against the two properties served by the crossings. The remainder of the estimated cost is assessed as Benefit against the lands and roads that will derive benefit from the work, and against all of the lands and roads in the watershed in both the Town of LaSalle

and the Town of Tecumseh that use the 4th Concession Drain as an outlet. “Schedule A-1” is to be used to prorate the actual cost of all of the construction recommended in this report in both municipalities.

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

1. The cost of replacing the farm crossing at Stations 2+862.7 to 2+869 (Culvert No. 5) including \$864 net GST, is estimated at \$49,964. The engineering cost associated with this culvert replacement and overhead costs is \$4,996. Therefore, the total estimated cost of the access culvert replacement is \$54,960. The replacement of this culvert is necessary since the structural integrity has become unsafe for crossing. The estimated cost of this work is assessed at 50% against the adjoining property (Roll No. 280-03500) 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. The cost of replacing the farm crossing at Stations 4+250 to 4+262 (Culvert No. 7) including \$619 net GST, is estimated at \$35,769. The engineering cost associated with this culvert replacement and overhead costs is \$3,577. Therefore, the total estimated cost of the access culvert replacement is \$39,346. The replacement of this culvert is necessary since it is deficient in hydraulic capacity by current design standards. The estimated cost of this work is assessed at 50% against the adjoining property (Roll No. 280-13000) 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.

After assessing the part of the cost of the project that relates to the “Special Benefits”, the remainder of the costs relating to the drainage improvements has been assessed as “Benefit” and “Outlet” against the lands and roads within each drainage area as shown in Schedules ‘A-1’.

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

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.

For lands and roads outletting directly into the northerly portion of the Branch of the South Talbot Road Drain, we have assessed at a reduced rate for Outlet. As there is no physical barrier between the northern and southern portions of the drain, water from these lands may flow in either direction, particularly during rain events which cause overland flow. The reduced rate reflects that not all rain events will cause this to occur.

We consider all of the items of work recommended in this report to be pro-rateable items of work for the purposes of levying the actual final assessments.

15.0 FUTURE MAINTENANCE

15.1 Associate Drainage Superintendent

The Town of LaSalle is responsible for seeing that all of the work provided for in this report is satisfactorily completed. The Town of LaSalle must let a contract for the entire work. The Drainage Superintendent for the Town of LaSalle can administer the contract and oversee, in general, that all of the work set out in this report is carried out, but has no authority to act, or rights of property access, within the Town of Tecumseh. The Drainage Superintendent for the Town of Tecumseh shall act as an Associate Drainage Superintendent and supervise and inspect the work carried out by the Contractor within the limits of the Town of Tecumseh.

15.2 General

After completion, the portion of the 4th Concession Drain that lies in the Town of LaSalle (Stations 0+000 to 4+366) shall be maintained by the Town of LaSalle. The portion of the 4th Concession Drain that lies in the Town of Tecumseh and on the Howard Avenue property (from Stations 4+366 to 6+092) shall be maintained by the Town of Tecumseh. The work carried out under this report shall be maintained in accordance with the technical provisions of this report.

15.3 Future Maintenance (Open Drain)

Also attached to this report are "Schedule A-2" and "Schedule A-3". "Schedule A-2" is a schedule of assessment for future maintenance of the portion of the drain in the Town of LaSalle. "Schedule A-3" is a schedule of assessment for future maintenance on the portion of the drain in the Town of Tecumseh.

"Schedule A-2" and "Schedule A-3" are to be used to assess the cost of future maintenance of the portion of the drain in the respective municipalities, based upon the actual cost of the maintenance work carried in the future. The cost of the drain maintenance shall not include access culverts, farm culverts and road crossings.

The portion of the 4th Concession Drain that lies in the Town of LaSalle, with the exception of the road crossings, access crossings and farm crossings shall be maintained at the expenses of the lands and roads herein assessed in "Schedule A-2". Schedule 'A-2' is based upon an arbitrary maintenance cost of \$50,000. Future maintenance costs shall be levied pro-rata only upon the affected lands and roads that are located upstream of the maintenance works.

The portion of the 4th Concession Drain that lies in the Town of Tecumseh, with the exception of the road crossings, access crossings and farm crossings shall be maintained at the expenses of the lands and roads herein assessed in "Schedule A-3". Schedule 'A-3' is based upon an arbitrary maintenance cost of \$20,000. Future maintenance costs shall be levied pro-rata only upon the affected lands and roads that are located upstream of the maintenance works.

Furthermore, all the above provisions for the future maintenance and improvement of these culverts shall remain as noted above until otherwise determined under the provisions of the 'Drainage Act, R.S.O. 1990, Chapter D.17'.

For the purpose of future maintenance, the adjoining property owners shall provide suitable maintenance corridors along the open drain and access corridors to the site of the work, in order to permit future maintenance to be carried out. The access corridor shall have a width of at least 5m. The working corridor along the drain shall have a minimum of 8m. Details for the locations of the access and maintenance corridors are stipulated in the Special Provisions under Appendix 'B'.

15.4 Future Maintenance (Access Crossings)

All of the access culverts, farm crossings and road crossings recommended or described in this report are a part of the 4th Concession Drainage Scheme for the purpose of future maintenance of the drainage works. We recommend that the future works of repair and maintenance of the culverts be carried out by the Town of Lasalle for Culverts No. 1 to 5 and No. 7, by the Town of Tecumseh for Culvert No. 9 and No. 10, and by the County of Essex for Culverts No. 6 and No. 8. These costs are to be assessed as described in the following paragraphs.

Schedule 'A-4' represents all of the lands and roads that drain through the Culvert No. 2 in the Town of LaSalle. When calculating the outlet assessments for the cost of maintaining a particular culvert in the Town of LaSalle, only the properties or proportions of properties that drain through the culvert shall be assessed and the remainder of the properties shall be eliminated from the schedule prior to prorating the outlet assessments. The total Outlet assessments shown in Schedule 'A-4' are each based upon an arbitrary amount of \$50,000.

Schedule 'A-5' represents all of the lands and roads that drain through the Culvert No. 9 in the Town of Tecumseh. The total Outlet assessments shown in Schedule 'A-5' are each based upon an arbitrary amount of \$30,000.

Culverts No. 2, 3, 5, and 7 are access and farm crossings in the Town of LaSalle. The cost of maintaining or replacing these culverts are assessed 50% against the adjoining property provided access by the crossing. The remaining 50% of the future maintenance cost for each access crossing is assessed as "Outlet" assessments only against the lands and roads upstream of each access crossing that drains through it. The Outlet assessments for each access crossing in the Town of LaSalle shall be prorated to the assessments that remain in Schedule 'A-4' after deleting the lands and roads, or part thereof, that are located downstream of that particular access crossing.

Culvert No. 9 is a farm culvert in the Town of Tecumseh. The cost of maintaining or replacing this culvert is assessed 50% against the adjoining property provided access by the crossing. The remaining 50% of the future maintenance cost for this farm crossing is assessed as "Outlet" assessments against the upstream lands and roads. The Outlet assessments for Culvert No. 9 in the Town of Tecumseh shall be prorated to the assessments in Schedule 'A-5'.

Although there has not been any lawn piping identified in the 4th Concession Drain, any future lawn piping shall be assessed at 100% Special Benefit to the adjoining property owners.

Furthermore, all the above provisions for the future maintenance and improvement of these culverts shall remain as noted above until otherwise determined under the provisions of the 'Drainage Act, R.S.O. 1990, Chapter D.17'.

15.5 Future Maintenance (Road Crossings)

Culverts No. 1, 4, 6, 8 and 10 are road crossings. The cost of maintaining or replacing these culverts are assessed 100% against the respective Road Authority (Town of Lasalle, Town of Tecumseh or the County of Essex) as noted in the table below.

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

Culvert No.	Type	Owner(s) Roll No.	Owner	Special Benefit	Outlet
1	Road Crossing	-	TOWN OF LASALLE	100%	0%
2	Access Crossing	270-03370		50%	50%
3	Access Crossing	270-03350		50%	50%
4	Road Crossing	-	TOWN OF LASALLE	100%	0%
5	Farm Crossing	280-03500		50%	50%
6	Road Crossing	-	COUNTY OF ESSEX	100%	0%
7	Access Crossing	280-13000		50%	50%
8	Road Crossing	-	COUNTY OF ESSEX	100%	0%
9	Access Crossing	450-03700		50%	50%
10	Road Crossing	-	TOWN OF TECUMSEH	100%	0%

16.0 FISHERIES ISSUES

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

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

- Conduct work outside the spring and fall timing window (i.e., no in-water work between September 15 to July 15), except when work can be completed in the dry.
- Conduct all work in the dry.
- Leave vegetation undisturbed on one bank except in residential areas.
- Reseed and/or replant any disturbed banks caused by the construction activities with suitable native species.
- Install a sediment trap near the downstream extent of the work zone.
- Install appropriate sediment erosion controls downstream of construction activities (e.g., silt curtain, straw-bale check dam, rock check dam etc.).
- New or replaced culvert crossings should be able to maintain 50% fish passage for average sized Northern pike during a 2-year flood event. Maximum culvert velocities and swim distances can be calculated using the tool at: <http://www.fishprotectiontools.ca/distancevelocity.html>

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

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

17.0 GRANTS

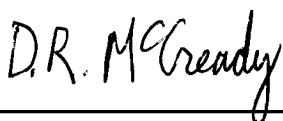
In accordance with the provisions of Sections 85, 86 and 87 of the Drainage Act, a grant in the amount of 33–1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. There are assessed properties that are privately owned lands used for agricultural purposes and are eligible for grant under the A.D.I.P. policies in the 4th Concession Drain watershed. We recommend that application be made to the Ontario Ministry of Agriculture and Food in accordance with Section 88 of the Drainage Act, for this grant, as well as for all other grants for which this work may be eligible.

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

All of which is respectfully submitted.

RC SPENCER ASSOCIATES INC.

PREPARED BY:



Dennis R. McCready, B.A.Sc., P.Eng.

**Appointed Engineer
August 5, 2022**



REVIEWED BY:



Shane LaFontaine, M.Eng., P.Eng.

August 5, 2022



APPENDIX 'A'

SCHEDULES OF ASSESSMENT

SCHEDULE A-1 - Schedule of Assessment for Construction

**SCHEDULE A-2 - Schedule of Assessment for Future Maintenance
in the Town of LaSalle**

**SCHEDULE A-3 - Schedule of Assessment for Future Maintenance
in the Town of Tecumseh**

**SCHEDULE A-4 - Schedule of Assessment for Future Maintenance of Culverts
in the Town of LaSalle**

**SCHEDULE A-5 - Schedule of Assessment for Future Maintenance of Culverts
in the Town of Tecumseh**

**REPAIR AND IMPROVEMENT OF THE 4TH CONCESSION DRAIN
TOWN OF LASALLE & TOWN OF TECUMSEH**

**SCHEDULE A-1
SCHEDULE OF ASSESSMENT FOR CONSTRUCTION**

**4TH CONCESSION DRAIN IN THE
TOWN OF LASALLE AND THE TOWN OF TECUMSEH**

ASSESSMENTS IN THE TOWN OF LASALLE

1) MUNICIPAL ROADS IN THE TOWN OF LASALLE								
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	Kelly Road	-	3.200	Town of Lasalle	\$ -	\$ 286.00	\$ -	\$ 286.00
2	Disputed Road	-	5.666	Town of Lasalle	\$ -	\$ 508.00	\$ -	\$ 508.00
3	Broderick Road	-	5.488	Town of Lasalle	\$ -	\$ 7,571.00	\$ -	\$ 7,571.00
4	Eighth Concession Road	-	1.012	Town of Lasalle	\$ -	\$ 1,830.00	\$ -	\$ 1,830.00
8	County Road 7 (Huron Church Line Road)	-	4.380	County of Essex	\$ -	\$ 12,078.00	\$ -	\$ 12,078.00
9	County Road 8 (Townline Road)	-	1.300	County of Essex	\$ -	\$ 116.00	\$ -	\$ 116.00
Total Affected Lands (Hectares)			21.046					
Total Assessment on Municipal Roads					\$ -	\$ 22,389.00	\$ -	\$ 22,389.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE										
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
13	170-08000	CON 2	PT LOT 9	0.810	0.810		\$ -	\$ 26.00	\$ -	\$ 26.00
14	170-08050	CON 2	PT LOT 9	0.809	0.809		\$ -	\$ 26.00	\$ -	\$ 26.00
15	170-08200	CON 2	PT LOT 10	0.428	0.428		\$ -	\$ 15.00	\$ -	\$ 15.00
16	170-08300	CON 2	PT LOT 10 & 11	5.303	5.303		\$ -	\$ 64.00	\$ -	\$ 64.00
17	170-08400	CON 2	PT LOT 11	0.466	0.466		\$ -	\$ 17.00	\$ -	\$ 17.00
18	170-08410	CON 2	PT LOT 11	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
19	170-08500	CON 2	PT LOT 12	0.399	0.399		\$ -	\$ 16.00	\$ -	\$ 16.00
20	180-26800	CON 2	PT LOT 12	1.335	1.335		\$ -	\$ 38.00	\$ -	\$ 38.00
21	180-26950	CON 2	PT LOT 12	0.709	0.078		\$ -	\$ 4.00	\$ -	\$ 4.00
22	260-00310	CON 3	PT LOT 4	1.030	1.030		\$ -	\$ 32.00	\$ -	\$ 32.00
23	260-00400	CON 3	PT LOT 5	0.826	0.826		\$ -	\$ 26.00	\$ -	\$ 26.00
24	260-00550	CON 3	PT LOT 5	0.809	0.809		\$ -	\$ 26.00	\$ -	\$ 26.00
25	260-00600	CON 3	PT LOT 5	0.817	0.817		\$ -	\$ 26.00	\$ -	\$ 26.00
26	260-00700	CON 3	PT LOT 5	0.421	0.421		\$ -	\$ 16.00	\$ -	\$ 16.00
27	260-00900	CON 3	PT LOT 4	0.836	0.836		\$ -	\$ 27.00	\$ -	\$ 27.00
28	260-01000	CON 3	PT LOT 4	0.733	0.733		\$ -	\$ 24.00	\$ -	\$ 24.00
29	260-01100	CON 3	PT LOT 4	0.822	0.822		\$ -	\$ 26.00	\$ -	\$ 26.00
30	260-09600	CON 3	PT LOT 3	0.397	0.397		\$ -	\$ 16.00	\$ -	\$ 16.00
31	260-09700	CON 3	PT LOT 3	0.197	0.197		\$ -	\$ 11.00	\$ -	\$ 11.00
32	260-09800	CON 3	PT LOT 3 & 4	0.353	0.353		\$ -	\$ 15.00	\$ -	\$ 15.00
33	260-09900	CON 3	PT LOT 4	0.260	0.260		\$ -	\$ 12.00	\$ -	\$ 12.00
34	260-10300	CON 3	PT LOT 4	0.198	0.198		\$ -	\$ 11.00	\$ -	\$ 11.00
35	260-10400	CON 3	PT LOT 4	0.186	0.186		\$ -	\$ 10.00	\$ -	\$ 10.00
36	260-10600	CON 3	PT LOT 4	0.186	0.186		\$ -	\$ 10.00	\$ -	\$ 10.00
37	260-10700	CON 3	PT LOT 4	0.186	0.186		\$ -	\$ 10.00	\$ -	\$ 10.00
38	260-10800	CON 3	PT LOT 4	0.139	0.139		\$ -	\$ 7.00	\$ -	\$ 7.00
39	260-11000	CON 3	PT LOT 4	0.864	0.864		\$ -	\$ 27.00	\$ -	\$ 27.00
40	260-11100	CON 3	PT LOT 4	3.094	3.094		\$ -	\$ 70.00	\$ -	\$ 70.00
41	260-11200	CON 3	PT LOT 4	0.460	0.460		\$ -	\$ 17.00	\$ -	\$ 17.00
42	260-11300	CON 3	PT LOT 5	0.239	0.239		\$ -	\$ 12.00	\$ -	\$ 12.00
43	260-11400	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
44	260-11500	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
45	260-11600	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
46	260-11700	CON 3	PT LOT 5	0.368	0.368		\$ -	\$ 15.00	\$ -	\$ 15.00
47	260-11800	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
48	260-11900	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
49	260-12000	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
50	260-12100	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 12.00	\$ -	\$ 12.00
51	260-12200	CON 3	PT LOT 5	0.186	0.186		\$ -	\$ 10.00	\$ -	\$ 10.00
52	270-00100	CON 3	PT LOT 8	0.414	0.414		\$ -	\$ 16.00	\$ -	\$ 16.00
53	270-00200	CON 3	PT LOT 8	0.209	0.209		\$ -	\$ 11.00	\$ -	\$ 11.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)

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
54	270-00300	CON 3	PT LOT 8	0.209	0.209		\$ -	\$ 11.00	\$ -	\$ 11.00
55	270-00400	CON 3	PT LOT 8	0.185	0.185		\$ -	\$ 10.00	\$ -	\$ 10.00
56	270-00900	CON 3	PT LOT 8	0.186	0.186		\$ -	\$ 10.00	\$ -	\$ 10.00
57	270-01000	CON 3	PT LOT 8	0.153	0.153		\$ -	\$ 8.00	\$ -	\$ 8.00
58	270-01150	CON 3	PT LOT 8	0.518	0.518		\$ -	\$ 19.00	\$ -	\$ 19.00
59	270-01200	CON 3	PT LOT 8	0.203	0.203		\$ -	\$ 11.00	\$ -	\$ 11.00
60	270-01300	CON 3	PT LOT 8	0.938	0.938		\$ -	\$ 29.00	\$ -	\$ 29.00
61	270-01400	CON 3	PT LOT 8	0.966	0.966		\$ -	\$ 30.00	\$ -	\$ 30.00
62	270-01500	CON 3	PT LOT 8	0.811	0.811		\$ -	\$ 26.00	\$ -	\$ 26.00
63	270-01600	CON 3	PT LOT 8	0.810	0.810		\$ -	\$ 26.00	\$ -	\$ 26.00
64	270-01700	CON 3	PT LOT 8	0.809	0.809		\$ -	\$ 26.00	\$ -	\$ 26.00
65	270-01800	CON 3	PT LOT 8	0.808	0.808		\$ -	\$ 26.00	\$ -	\$ 26.00
66	270-01900	CON 3	PT LOT 8	0.806	0.806		\$ -	\$ 26.00	\$ -	\$ 26.00
67	270-02000	CON 3	PT LOT 8	0.771	0.771		\$ -	\$ 25.00	\$ -	\$ 25.00
68	270-02200	CON 3	PT LOT 7	4.265	4.265		\$ -	\$ 700.00	\$ -	\$ 700.00
69	270-02210	CON 3	PT LOT 7	0.810	0.810		\$ -	\$ 26.00	\$ -	\$ 26.00
70	270-02250	CON 3	PT LOT 7	0.810	0.810		\$ -	\$ 26.00	\$ -	\$ 26.00
71	270-02300	CON 3	PT LOT 7	1.858	1.858		\$ -	\$ 368.00	\$ -	\$ 368.00
72	270-02400	CON 3	PT LOT 7	1.854	1.854		\$ -	\$ 367.00	\$ -	\$ 367.00
73	270-02500	CON 3	PT LOT 7	2.451	2.451		\$ -	\$ 449.00	\$ -	\$ 449.00
74	270-02700	CON 3	PT LOT 7	0.837	0.837		\$ -	\$ 27.00	\$ -	\$ 27.00
75	270-02800	CON 3	PT LOT 7	0.837	0.837		\$ -	\$ 27.00	\$ -	\$ 27.00
76	270-03000	CON 3	PT LOT 6	0.940	0.940		\$ -	\$ 29.00	\$ -	\$ 29.00
77	270-03100	CON 3	PT LOT 6	2.489	2.489		\$ 2,438.00	\$ 455.00	\$ -	\$ 2,893.00
78	270-03200	CON 3	PT LOT 6	1.356	1.356		\$ -	\$ 113.00	\$ -	\$ 113.00
79	270-03300	CON 3	PT LOT 6	1.205	1.205		\$ 3,012.00	\$ 105.00	\$ -	\$ 3,117.00
80	270-03350	CON 3	PT LOT 6	1.816	1.816		\$ -	\$ 119.00	\$ -	\$ 119.00
81	270-03370	CON 3	PT LOT 6	1.816	1.816		\$ -	\$ 92.00	\$ -	\$ 92.00
82	270-03400	CON 3	PT LOT 6	3.237	3.237		\$ -	\$ 141.00	\$ -	\$ 141.00
83	270-03500	CON 3	PT LOT 6	1.734	1.734		\$ -	\$ 45.00	\$ -	\$ 45.00
84	270-03600	CON 3	PT LOT 5	0.836	0.836		\$ -	\$ 27.00	\$ -	\$ 27.00
85	270-03900	CON 3	PT LOT 5	0.186	0.186		\$ -	\$ 10.00	\$ -	\$ 10.00
86	270-04000	CON 3	PT LOT 5	0.116	0.116		\$ -	\$ 6.00	\$ -	\$ 6.00
87	270-04100	CON 3	PT LOT 5	1.284	1.284		\$ -	\$ 37.00	\$ -	\$ 37.00
88	270-04200	CON 3	PT LOT 5	0.116	0.116		\$ -	\$ 6.00	\$ -	\$ 6.00
89	270-04310	CON 3	PT LOT 5	0.809	0.809		\$ -	\$ 26.00	\$ -	\$ 26.00
90	270-04500	CON 3	PT LOT 6	0.255	0.255		\$ -	\$ 245.00	\$ -	\$ 245.00
91	270-04700	CON 3	PT LOT 6	2.382	2.382		\$ -	\$ 1,150.00	\$ -	\$ 1,150.00
92	270-04740	CON 3	PT LOT 6	10.483	10.483		\$ -	\$ 1,895.00	\$ -	\$ 1,895.00
93	270-04750	CON 3	PT LOT 6	3.639	3.639		\$ -	\$ 1,604.00	\$ -	\$ 1,604.00
94	270-04800	CON 3	PT LOT 6	0.186	0.186		\$ -	\$ 201.00	\$ -	\$ 201.00
95	270-05000	CON 3	PT LOT 6	0.139	0.139		\$ -	\$ 151.00	\$ -	\$ 151.00
96	270-05100	CON 3	PT LOT 6	0.139	0.139		\$ -	\$ 151.00	\$ -	\$ 151.00
97	270-05300	CON 3	PT LOT 6	0.748	0.748		\$ 772.00	\$ 470.00	\$ -	\$ 1,242.00
98	270-05400	CON 3	PT LOT 6	0.256	0.256		\$ 588.00	\$ 241.00	\$ -	\$ 829.00
99	270-05600	CON 3 N	PT LOT 7	0.383	0.383		\$ -	\$ 309.00	\$ -	\$ 309.00
100	270-05700	CON 3 N	PT LOT 7	0.421	0.421		\$ -	\$ 328.00	\$ -	\$ 328.00
101	270-05800	CON 3	PT LOT 7	1.047	1.047		\$ -	\$ 646.00	\$ -	\$ 646.00
102	270-05850	CON 3	PT LOT 7	0.513	0.513		\$ -	\$ 376.00	\$ -	\$ 376.00
103	270-05900	CON 3	PT LOT 7	0.513	0.513		\$ -	\$ 376.00	\$ -	\$ 376.00
104	270-06000	CON 3	PT LOT 7	0.810	0.810		\$ -	\$ 526.00	\$ -	\$ 526.00
105	270-06050	CON 3	PT LOT 7	0.195	0.195		\$ -	\$ 211.00	\$ -	\$ 211.00
106	270-06200	CON 3	PT LOT 7	0.158	0.158		\$ -	\$ 171.00	\$ -	\$ 171.00
107	270-06300	CON 3	PT LOT 7	0.275	0.275		\$ -	\$ 255.00	\$ -	\$ 255.00
108	270-06400	CON 3	PT LOT 7	0.279	0.279		\$ -	\$ 257.00	\$ -	\$ 257.00
109	270-06450	CON 3	PT LOT 7	0.188	0.188		\$ -	\$ 204.00	\$ -	\$ 204.00
110	270-06500	CON 3	PT LOT 8	0.118	0.118		\$ -	\$ 128.00	\$ -	\$ 128.00
111	270-06600	CON 3	PT LOT 8	0.105	0.105		\$ -	\$ 114.00	\$ -	\$ 114.00
112	270-06800	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 151.00	\$ -	\$ 151.00
113	270-06900	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 151.00	\$ -	\$ 151.00
114	270-07000	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 151.00	\$ -	\$ 151.00
115	270-07120	CON 3	PT LOT 8	0.724	0.724		\$ -	\$ 482.00	\$ -	\$ 482.00
116	270-07150	CON 3	PT LOT 8	0.805	0.805		\$ -	\$ 523.00	\$ -	\$ 523.00
117	270-07200	CON 3	PT LOT 8	0.406	0.406		\$ -	\$ 321.00	\$ -	\$ 321.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)

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
118	270-07250	CON 3	PT LOT 8	0.405	0.405		\$ -	\$ 321.00	\$ -	\$ 321.00
119	270-07300	CON 3	PT LOT 8	3.979	3.979		\$ -	\$ 1,728.00	\$ -	\$ 1,728.00
120	270-07400	CON 3	PT LOT 8	0.807	0.526		\$ -	\$ 382.00	\$ -	\$ 382.00
121	270-07450	CON 3	PT LOT 8	1.213	1.213		\$ -	\$ 728.00	\$ -	\$ 728.00
122	280-01800	CON 4	PT LOT 8	0.394	0.394		\$ -	\$ 315.00	\$ -	\$ 315.00
123	280-01900	CON 4	PT LOT 8	0.415	0.415		\$ -	\$ 326.00	\$ -	\$ 326.00
124	280-02000	CON 4	PT LOT 8	0.357	0.357		\$ -	\$ 297.00	\$ -	\$ 297.00
125	280-02100	CON 4	PT LOT 8	0.443	0.443		\$ -	\$ 340.00	\$ -	\$ 340.00
126	280-02200	CON 4	PT LOT 8	0.416	0.416		\$ -	\$ 326.00	\$ -	\$ 326.00
127	280-02300	CON 4	PT LOT 7	0.369	0.369		\$ -	\$ 303.00	\$ -	\$ 303.00
128	280-02400	CON 4	PT LOT 7	0.242	0.242		\$ -	\$ 238.00	\$ -	\$ 238.00
129	280-02600	CON 4	PT LOT 7	0.134	0.134		\$ -	\$ 145.00	\$ -	\$ 145.00
130	280-02700	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 231.00	\$ -	\$ 231.00
131	280-02800	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 231.00	\$ -	\$ 231.00
132	280-02900	CON 4	PT LOT 7	0.220	0.220		\$ -	\$ 227.00	\$ -	\$ 227.00
133	280-03000	CON 4	PT LOT 7	0.744	0.744		\$ -	\$ 492.00	\$ -	\$ 492.00
134	280-03100	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 202.00	\$ -	\$ 202.00
135	280-03110	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 231.00	\$ -	\$ 231.00
136	280-03410	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 202.00	\$ -	\$ 202.00
137	280-03420	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 202.00	\$ -	\$ 202.00
138	280-03430	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 202.00	\$ -	\$ 202.00
139	280-03600	CON 4	PT LOT 6	0.140	0.140		\$ -	\$ 152.00	\$ -	\$ 152.00
140	280-03650	CON 4	PT LOT 6	0.284	0.284		\$ -	\$ 259.00	\$ -	\$ 259.00
141	280-03700	CON 4	PT LOT 6	0.140	0.140		\$ -	\$ 152.00	\$ -	\$ 152.00
142	280-03800	CON 4	PT LOT 6	0.588	0.588		\$ -	\$ 413.00	\$ -	\$ 413.00
143	280-03900	CON 4	PT LOT 6	1.249	1.249		\$ -	\$ 741.00	\$ -	\$ 741.00
144	280-04000	CON 4	PT LOT 6	0.187	0.187		\$ -	\$ 202.00	\$ -	\$ 202.00
145	280-04100	CON 4	PT LOT 5	0.187	0.187		\$ -	\$ 202.00	\$ -	\$ 202.00
146	280-04200	CON 4	PT LOT 5	0.186	0.186		\$ -	\$ 202.00	\$ -	\$ 202.00
147	280-04300	CON 4	PT LOT 5	1.220	1.220		\$ -	\$ 626.00	\$ -	\$ 626.00
148	280-04400	CON 4	PT LOT 5	0.814	0.814		\$ -	\$ 452.00	\$ -	\$ 452.00
149	280-04500	CON 4	PT LOT 5	0.814	0.814		\$ -	\$ 427.00	\$ -	\$ 427.00
150	280-04600	CON 4	PT LOT 5	0.338	0.338		\$ -	\$ 14.00	\$ -	\$ 14.00
151	280-04700	CON 4	PT LOT 5	0.452	0.452		\$ -	\$ 17.00	\$ -	\$ 17.00
152	280-04900	CON 4	PT LOT 5	0.359	0.359		\$ -	\$ 15.00	\$ -	\$ 15.00
153	280-05000	CON 4	PT LOT 5	0.360	0.360		\$ -	\$ 15.00	\$ -	\$ 15.00
154	280-05100	CON 4	PT LOT 5	0.400	0.400		\$ -	\$ 16.00	\$ -	\$ 16.00
155	280-05500	CON 4	PT LOT 5	0.188	0.188		\$ -	\$ 10.00	\$ -	\$ 10.00
156	280-05600	CON 4	PT LOT 4 & 5	0.188	0.188		\$ -	\$ 10.00	\$ -	\$ 10.00
157	280-05800	CON 4	PT LOT 4	2.033	2.033		\$ -	\$ 51.00	\$ -	\$ 51.00
158	280-05870	CON 4	PT LOT 4	1.016	1.016		\$ -	\$ 31.00	\$ -	\$ 31.00
159	280-05880	CON 4	PT LOT 4	1.015	1.015		\$ -	\$ 31.00	\$ -	\$ 31.00
160	280-05900	CON 4	PT LOT 4	0.514	0.514		\$ -	\$ 19.00	\$ -	\$ 19.00
161	280-05950	CON 4	PT LOT 4	0.515	0.515		\$ -	\$ 19.00	\$ -	\$ 19.00
162	280-05970	CON 4	PT LOT 4	0.263	0.263		\$ -	\$ 12.00	\$ -	\$ 12.00
163	280-06000	CON 4	PT LOT 3 & 4	0.144	0.144		\$ -	\$ 8.00	\$ -	\$ 8.00
164	280-06100	CON 4	PT LOT 3 & 4	0.149	0.149		\$ -	\$ 8.00	\$ -	\$ 8.00
165	280-06200	CON 4	PT LOT 4	0.149	0.149		\$ -	\$ 8.00	\$ -	\$ 8.00
166	280-06300	CON 4	PT LOT 3 & 4	0.147	0.147		\$ -	\$ 8.00	\$ -	\$ 8.00
167	280-06400	CON 4	PT LOT 3	0.142	0.142		\$ -	\$ 8.00	\$ -	\$ 8.00
168	280-06500	CON 4	PT LOT 3	0.142	0.142		\$ -	\$ 8.00	\$ -	\$ 8.00
169	280-06600	CON 4	PT LOT 3	0.277	0.277		\$ -	\$ 13.00	\$ -	\$ 13.00
170	280-06700	CON 4	PT LOT 3	0.141	0.141		\$ -	\$ 8.00	\$ -	\$ 8.00
171	280-09400	CON 4	PT LOT 4	0.617	0.617		\$ -	\$ 21.00	\$ -	\$ 21.00
172	280-09500	CON 4	PT LOT 4	0.130	0.130		\$ -	\$ 7.00	\$ -	\$ 7.00
173	280-09600	CON 4	PT LOT 4	0.854	0.854		\$ -	\$ 27.00	\$ -	\$ 27.00
174	280-09650	CON 4	PT LOT 4	0.623	0.623		\$ -	\$ 21.00	\$ -	\$ 21.00
175	280-09900	CON 4	PT LOT 4 & 5	1.710	1.710		\$ -	\$ 45.00	\$ -	\$ 45.00
176	280-10100	CON 4	PT LOT 5	0.781	0.781		\$ 2,888.00	\$ 1,002.00	\$ -	\$ 3,890.00
177	280-10200	CON 4	PT LOT 5	0.822	0.822		\$ -	\$ 1,041.00	\$ -	\$ 1,041.00
178	280-10300	CON 4	PT LOT 5 & 6	0.786	0.786		\$ -	\$ 1,006.00	\$ -	\$ 1,006.00
179	280-10400	CON 4	PT LOT 6	0.807	0.807		\$ -	\$ 1,027.00	\$ -	\$ 1,027.00
180	280-10500	CON 4	PT LOT 5 & 6	6.332	6.332		\$ 4,838.00	\$ 4,441.00	\$ -	\$ 9,279.00
181	280-10600	CON 4	PT LOT 6	0.809	0.809		\$ -	\$ 1,030.00	\$ -	\$ 1,030.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)										
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
182	280-10610	CON 4	PT LOT 6	0.888	0.888		\$ -	\$ 1,108.00	\$ -	\$ 1,108.00
183	280-10620	CON 4	PT LOT 6	0.809	0.809		\$ -	\$ 1,030.00	\$ -	\$ 1,030.00
184	280-10900	CON 8	PT LOT 1	0.823	0.823		\$ -	\$ 1,107.00	\$ -	\$ 1,107.00
185	280-11000	CON 8	PT LOT 1	0.747	0.747		\$ -	\$ 967.00	\$ -	\$ 967.00
186	280-11100	CON 8	PT LOT 1	0.901	0.901		\$ -	\$ 1,121.00	\$ -	\$ 1,121.00
187	280-11200	CON 8	PT LOT 1	0.797	0.797		\$ -	\$ 1,017.00	\$ -	\$ 1,017.00
188	280-11400	CON 8	PT LOT 1	0.953	0.953		\$ 1,565.00	\$ 1,172.00	\$ -	\$ 2,737.00
189	280-11500	CON 8	PT LOT 1	0.962	0.962		\$ 1,015.00	\$ 1,181.00	\$ -	\$ 2,196.00
190	280-11600	CON 8	PT LOT 1	1.082	1.082		\$ -	\$ 1,301.00	\$ -	\$ 1,301.00
191	280-11700	CON 8	PT LOT 1	1.202	1.202		\$ -	\$ 1,419.00	\$ -	\$ 1,419.00
192	280-11800	CON 8	PT LOT 1	0.938	0.938		\$ -	\$ 1,157.00	\$ -	\$ 1,157.00
193	280-11900	CON 8	PT LOT 1	1.279	1.279		\$ -	\$ 1,472.00	\$ -	\$ 1,472.00
194	280-12000	CON 8	PT LOT 1	0.721	0.721		\$ -	\$ 942.00	\$ -	\$ 942.00
195	280-12050	CON 8	PT LOT 1	0.611	0.611		\$ -	\$ 833.00	\$ -	\$ 833.00
196	280-12100	CON 8	PT LOT 1	1.326	1.326		\$ -	\$ 1,507.00	\$ -	\$ 1,507.00
197	280-12200	CON 8	PT LOT 1	1.260	1.260		\$ -	\$ 1,460.00	\$ -	\$ 1,460.00
198	280-12400	CON 8	PT LOT 1	0.852	0.852		\$ -	\$ 1,333.00	\$ -	\$ 1,333.00
199	280-12500	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 1,287.00	\$ -	\$ 1,287.00
200	280-12600	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 1,287.00	\$ -	\$ 1,287.00
201	280-12700	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 1,288.00	\$ -	\$ 1,288.00
202	280-12800	CON 8	PT LOT 1	0.816	0.816		\$ -	\$ 1,288.00	\$ -	\$ 1,288.00
203	280-12900	CON 8	PT LOT 1	0.937	0.937		\$ 1,075.00	\$ 1,437.00	\$ -	\$ 2,512.00
204	280-13000	CON 8	PT LOT 1	1.054	1.054		\$ 1,685.00	\$ 1,582.00	\$ 19,673.00	\$ 22,940.00
205	280-13100	CON 8	PT LOT 1	0.820	0.820		\$ -	\$ 1,293.00	\$ -	\$ 1,293.00
206	280-13200	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 1,294.00	\$ -	\$ 1,294.00
207	280-13300	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 1,294.00	\$ -	\$ 1,294.00
208	280-13400	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 1,295.00	\$ -	\$ 1,295.00
209	280-13500	CON 8	PT LOT 1	0.822	0.822		\$ -	\$ 1,295.00	\$ -	\$ 1,295.00
210	280-13600	CON 8	PT LOT 1	0.822	0.822		\$ -	\$ 1,295.00	\$ -	\$ 1,295.00
211	280-13700	CON 8	PT LOT 1	0.820	0.820		\$ -	\$ 1,293.00	\$ -	\$ 1,293.00
212	280-13800	CON 8	PT LOT 1	1.055	1.055		\$ -	\$ 1,352.00	\$ -	\$ 1,352.00
213	280-13820	CON 4	PT LOT 6	0.921	0.921		\$ -	\$ 1,141.00	\$ -	\$ 1,141.00
214	280-14000	CON 4	PT LOT 6	3.984	3.984		\$ -	\$ 2,979.00	\$ -	\$ 2,979.00
215	280-14050	CON 4	PT LOT 6	0.446	0.446		\$ -	\$ 668.00	\$ -	\$ 668.00
216	280-14200	CON 4	PT LOT 7	2.740	1.390		\$ -	\$ 792.00	\$ -	\$ 792.00
217	280-14800	CON 4	PT LOT 8	8.402	5.990		\$ -	\$ 2,455.00	\$ -	\$ 2,455.00
218	290-17100	CON 7	PT LOT 2	0.548	0.548		\$ -	\$ 19.00	\$ -	\$ 19.00
219	290-17200	CON 7	PT LOT 1 & 2	45.550	45.550		\$ -	\$ 830.00	\$ -	\$ 830.00
Total affected Lands (Hectares)					218.475					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ 19,876.00	\$ 85,142.00	\$ 19,673.00	\$ 124,691.00

3) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF LASALLE										
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
270	170-05850	CON 2	PT LOT 8 & 9	38.640	4.108		\$ -	\$ 74.00	\$ -	\$ 74.00
271	170-08100	CON 2	PT LOT 9 & 10	17.967	14.575		\$ -	\$ 237.00	\$ -	\$ 237.00
272	170-08510	CON 2	PT LOT 11 & 12	2.944	2.944		\$ -	\$ 53.00	\$ -	\$ 53.00
273	170-09000	CON 2	PT LOT 11 & 12	1.502	1.078		\$ -	\$ 9.00	\$ -	\$ 9.00
274	170-09200	CON 2	PT LOT 10 & 11	9.646	5.631		\$ -	\$ 18.00	\$ -	\$ 18.00
275	180-01000	CON 2	PT LOT 14	14.744	2.485		\$ -	\$ 44.00	\$ -	\$ 44.00
276	180-01100	CON 2	PT LOT 14 & 15	17.176	2.485		\$ -	\$ 44.00	\$ -	\$ 44.00
277	180-26400	CON 2	PT LOT 15	5.659	2.963		\$ -	\$ 53.00	\$ -	\$ 53.00
278	180-26500	CON 2	PT LOT 15	7.217	3.693		\$ -	\$ 66.00	\$ -	\$ 66.00
279	180-26600	CON 2	PT LOT 13 & 14	28.776	7.916		\$ -	\$ 142.00	\$ -	\$ 142.00
280	180-26700	CON 2	PT LOT 12 & 13	1.318	1.318		\$ -	\$ 24.00	\$ -	\$ 24.00
281	180-26900	CON 2	PT LOT 12 & 13	7.724	2.684		\$ -	\$ 48.00	\$ -	\$ 48.00
282	260-00200	CON 3	PT LOT 5	4.876	4.876		\$ -	\$ 87.00	\$ -	\$ 87.00
283	260-00300	CON 3	PT LOT 5	12.181	12.181		\$ -	\$ 218.00	\$ -	\$ 218.00
284	260-00800	CON 3	PT LOT 4	2.933	2.933		\$ -	\$ 53.00	\$ -	\$ 53.00
285	260-01200	CON 3	PT LOT 4	17.738	17.738		\$ -	\$ 318.00	\$ -	\$ 318.00
286	260-10200	CON 3	PT LOT 3 & 4	0.266	0.266		\$ -	\$ 5.00	\$ -	\$ 5.00
287	260-10500	CON 3	PT LOT 4	16.572	16.572		\$ -	\$ 297.00	\$ -	\$ 297.00

3) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF LASALLE (Continued)										
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
288	260-10900	CON 3	PT LOT 4	13.927	13.927		\$ -	\$ 249.00	\$ -	\$ 249.00
289	270-00500	CON 3	PT LOT 8	11.801	11.801		\$ -	\$ 211.00	\$ -	\$ 211.00
290	270-00600	CON 3	PT LOT 8	11.828	11.828		\$ -	\$ 212.00	\$ -	\$ 212.00
291	270-00700	CON 3	PT LOT 8	9.038	9.038		\$ -	\$ 162.00	\$ -	\$ 162.00
292	270-00800	CON 3	PT LOT 8	11.089	11.089		\$ -	\$ 199.00	\$ -	\$ 199.00
293	270-02100	CON 3	PT LOT 8	7.953	7.953		\$ -	\$ 142.00	\$ -	\$ 142.00
294	270-02600	CON 3	PT LOT 7	4.426	4.426		\$ -	\$ 611.00	\$ -	\$ 611.00
295	270-02900	CON 3	PT LOT 6	6.697	6.697		\$ 3,789.00	\$ 810.00	\$ -	\$ 4,599.00
296	270-03700	CON 3	PT LOT 5	20.235	20.235		\$ -	\$ 362.00	\$ -	\$ 362.00
297	270-03800	CON 3	PT LOT 5	6.557	6.557		\$ -	\$ 117.00	\$ -	\$ 117.00
298	270-04300	CON 3	PT LOT 5	8.474	8.474		\$ -	\$ 152.00	\$ -	\$ 152.00
299	270-04400	CON 3	PT LOT 5	4.602	4.602		\$ -	\$ 1,663.00	\$ -	\$ 1,663.00
300	270-04600	CON 3	PT LOT 6	10.648	10.648		\$ -	\$ 3,850.00	\$ -	\$ 3,850.00
301	270-04900	CON 3	PT LOT 6	11.936	11.936		\$ 7,752.00	\$ 2,060.00	\$ -	\$ 9,812.00
302	270-05200	CON 3	PT LOT 6	10.470	10.470		\$ 8,134.00	\$ 3,065.00	\$ -	\$ 11,199.00
303	270-05500	CON 3	PT LOT 6	4.284	4.284		\$ 7,159.00	\$ 1,255.00	\$ -	\$ 8,414.00
304	270-06100	CON 3	PT LOT 7	58.044	58.044		\$ -	\$ 8,020.00	\$ -	\$ 8,020.00
305	270-07050	CON 3	PT LOT 8	7.057	7.057		\$ -	\$ 1,339.00	\$ -	\$ 1,339.00
306	280-00108	CON 4	PT LOT 6	5.791	5.791		\$ -	\$ 4,104.00	\$ -	\$ 4,104.00
307	280-00500	CON 4	PT LOT 8	8.382	5.900		\$ -	\$ 2,133.00	\$ -	\$ 2,133.00
308	280-00600	CON 4	PT LOT 8	9.415	6.190		\$ -	\$ 2,238.00	\$ -	\$ 2,238.00
309	280-01000	CON 4	PT LOT 8	8.229	6.360		\$ -	\$ 2,299.00	\$ -	\$ 2,299.00
310	280-01200	CON 4	PT LOT 8	5.924	3.536		\$ -	\$ 1,278.00	\$ -	\$ 1,278.00
311	280-01600	CON 4	PT LOT 8	6.898	5.525		\$ -	\$ 1,998.00	\$ -	\$ 1,998.00
312	280-01700	CON 4	PT LOT 8	5.261	5.261		\$ -	\$ 1,902.00	\$ -	\$ 1,902.00
313	280-02500	CON 4	PT LOT 7	5.014	5.014		\$ -	\$ 1,813.00	\$ -	\$ 1,813.00
314	280-03200	CON 4	PT LOT 7	8.036	8.036		\$ -	\$ 2,905.00	\$ -	\$ 2,905.00
315	280-03300	CON 4	PT LOT 7	10.565	10.565		\$ -	\$ 3,819.00	\$ -	\$ 3,819.00
316	280-03400	CON 4	PT LOT 7	9.307	9.307		\$ -	\$ 3,706.00	\$ -	\$ 3,706.00
317	280-03500	CON 4	PT LOT 6	47.002	47.002		\$ 22,608.00	\$ 24,198.00	\$ 27,480.00	\$ 74,286.00
318	280-04110	CON 4	PT LOT 5	6.955	6.955		\$ 3,168.00	\$ 4,197.00	\$ -	\$ 7,365.00
319	280-04800	CON 4	PT LOT 5	8.303	8.303		\$ -	\$ 4,879.00	\$ -	\$ 4,879.00
320	280-09100	CON 4	PT LOT 3	5.484	5.484		\$ -	\$ 98.00	\$ -	\$ 98.00
321	280-09200	CON 4	PT LOT 3 & 4	4.252	4.252		\$ -	\$ 76.00	\$ -	\$ 76.00
322	280-09300	CON 4	PT LOT 4	12.125	12.125		\$ -	\$ 217.00	\$ -	\$ 217.00
323	280-09700	CON 4	PT LOT 4	9.545	9.545		\$ -	\$ 171.00	\$ -	\$ 171.00
324	280-09800	CON 4	PT LOT 4 & 5	14.920	14.920		\$ -	\$ 267.00	\$ -	\$ 267.00
325	280-10000	CON 4	PT LOT 4 & 5	15.772	15.772		\$ 10,364.00	\$ 8,778.00	\$ -	\$ 19,142.00
326	280-10700	CON 4	PT LOT 6	0.812	0.812		\$ -	\$ 576.00	\$ -	\$ 576.00
327	280-14100	CON 4	PT LOT 7	17.074	16.360		\$ -	\$ 6,342.00	\$ -	\$ 6,342.00
328	280-14500	CON 4	PT LOT 7	9.115	8.640		\$ -	\$ 3,124.00	\$ -	\$ 3,124.00
329	280-14700	CON 4	PT LOT 7	14.474	13.085		\$ -	\$ 4,730.00	\$ -	\$ 4,730.00
330	280-14850	CON 4	PT LOT 8	1.515	1.010		\$ -	\$ 365.00	\$ -	\$ 365.00
331	280-14900	CON 4	PT LOT 8	2.191	1.260		\$ -	\$ 456.00	\$ -	\$ 456.00
332	290-00300	CON 7	PT LOT 1	15.175	15.175		\$ -	\$ 272.00	\$ -	\$ 272.00
333	290-17000	CON 7	PT LOT 1,2 & 3	55.970	17.758		\$ -	\$ 318.00	\$ -	\$ 318.00
Total affected Lands (Hectares)					595.453					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ 62,974.00	\$ 113,528.00	\$ 27,480.00	\$ 203,982.00

4) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE										
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
352	170-08600	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 15.00	\$ -	\$ 15.00
353	170-08700	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 15.00	\$ -	\$ 15.00
354	170-08800	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 15.00	\$ -	\$ 15.00
355	170-08900	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 15.00	\$ -	\$ 15.00
356	170-09100	CON 2	PT LOT 12	1.457	1.050		\$ -	\$ 8.00	\$ -	\$ 8.00
357	260-00350	CON 3	PT LOT 4 & 5	6.588	6.588		\$ -	\$ 118.00	\$ -	\$ 118.00
358	260-00500	CON 3	PT LOT 5	16.979	16.979		\$ -	\$ 304.00	\$ -	\$ 304.00
359	260-10000	CON 3	PT LOT 3 & 4	5.257	1.725		\$ -	\$ 31.00	\$ -	\$ 31.00
360	270-01100	CON 3	PT LOT 8	4.683	4.683		\$ -	\$ 84.00	\$ -	\$ 84.00
361	280-00900	CON 4	PT LOT 8	10.132	6.386		\$ -	\$ 2,308.00	\$ -	\$ 2,308.00

4) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)										
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
362	280-10800	CON 4	PT LOT 6	6.740	6.740		\$ -	\$ 4,777.00	\$ -	\$ 4,777.00
363	290-00100	CON 7	PT LOT 1	1.677	1.677		\$ -	\$ 30.00	\$ -	\$ 30.00
364	290-00200	CON 7	PT LOT 1	1.676	1.676		\$ -	\$ 30.00	\$ -	\$ 30.00
Total affected Lands (Hectares)				53.513						
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ -	\$ 7,750.00	\$ -	\$ 7,750.00

TOWN OF LASALLE - TOTAL ASSESSMENT FOR SCHEDULE A-1 - (Sections 1, 2, 3, & 4)	\$ 82,850.00	\$ 228,809.00	\$ 47,153.00	\$ 358,812.00
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ASSESSMENTS IN THE TOWN OF TECUMSEH

5) ONTARIO OWNED LANDS IN THE TOWN OF TECUMSEH									
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	
12	King's Highway No. 3	-	2.760	Ministry of Transportation of Ontario	\$ -	\$ 21,123.00	\$ -	\$ 21,123.00	
Total Affected Lands (Hectares)			2.760						
Total Assessment on Ontario Owned Lands					\$ -	\$ 21,123.00	\$ -	\$ 21,123.00	

6) MUNICIPAL ROADS IN THE TOWN OF TECUMSEH									
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	
5	Holden Road	-	3.330	Town of Tecumseh	\$ -	\$ 25,488.00	\$ -	\$ 25,488.00	
6	South Talbot Road	-	3.320	Town of Tecumseh	\$ -	\$ 25,408.00	\$ -	\$ 25,408.00	
7	Oldcastle Road	-	1.120	Town of Tecumseh	\$ -	\$ 8,571.00	\$ -	\$ 8,571.00	
10	County Road 9 (Howard Avenue)	-	5.846	County of Essex	\$ -	\$ 14,403.00	\$ -	\$ 14,403.00	
11	County Road 11 (Walker Road)	-	3.750	County of Essex	\$ -	\$ 28,694.00	\$ -	\$ 28,694.00	
Total Affected Lands (Hectares)			17.366						
Total Assessment on Municipal Roads					\$ -	\$ 102,564.00	\$ -	\$ 102,564.00	

7) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
220	440-01200	CON 6	PT LOT 5 RP	0.510	0.510		\$ -	\$ 949.00	\$ -	\$ 949.00
221	440-01400	CON 6 N	PT LOT 5 RP	0.456	0.456		\$ -	\$ 881.00	\$ -	\$ 881.00
222	440-01502	CON 6	PT LOT 6 RP	1.026	1.026		\$ -	\$ 2,688.00	\$ -	\$ 2,688.00
223	440-01700	CON 6 N	PT LOT 7	0.343	0.343		\$ -	\$ 1,225.00	\$ -	\$ 1,225.00
224	440-01800	CON 6 N	PT LOT 7	0.193	0.193		\$ -	\$ 886.00	\$ -	\$ 886.00
225	440-01900	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 1,330.00	\$ -	\$ 1,330.00
226	440-02000	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 1,330.00	\$ -	\$ 1,330.00
227	450-01500	CON 5 N	PT LOT 4 RP	0.167	0.167		\$ -	\$ 443.00	\$ -	\$ 443.00
228	450-01700	CON 5 N	PT LOT 4 RP	0.137	0.137		\$ -	\$ 362.00	\$ -	\$ 362.00
229	450-01850	CON 5	PT LOT 5 RP	0.810	0.810		\$ -	\$ 26.00	\$ -	\$ 26.00
230	450-01910	CON 5	PT LOT 6	0.485	0.485		\$ -	\$ 18.00	\$ -	\$ 18.00
231	450-03000	CON 5 E	PT LOT 6 RP	0.561	0.561		\$ -	\$ 1,594.00	\$ -	\$ 1,594.00
232	450-03200	CON 5 E	PT LOT 6	0.211	0.211		\$ -	\$ 886.00	\$ -	\$ 886.00
233	450-03302	CON 5	PT LOT 6 RP	0.500	0.500		\$ -	\$ 1,470.00	\$ -	\$ 1,470.00
234	450-03310	CON 5	PT LOT 5 RP	0.426	0.426		\$ -	\$ 1,402.00	\$ -	\$ 1,402.00
235	450-03400	CON 5	PT LOT 5 RP	1.657	1.657		\$ 1,886.00	\$ 3,762.00	\$ -	\$ 5,648.00
236	450-03500	CON 5 N	PT LOT 5	0.440	0.440		\$ 1,486.00	\$ 1,434.00	\$ -	\$ 2,920.00
237	450-03600	CON 5	PT LOT 5	0.405	0.405		\$ -	\$ 1,355.00	\$ -	\$ 1,355.00
238	470-00300	CON STR S	PT LOT 302	0.279	0.279		\$ -	\$ 1,088.00	\$ -	\$ 1,088.00
239	470-00400	CON STR	PT LOT 302	0.323	0.323		\$ -	\$ 1,184.00	\$ -	\$ 1,184.00
241	470-00600	CON STR	PT LOT 302	0.372	0.372		\$ -	\$ 1,286.00	\$ -	\$ 1,286.00

7) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH (Continued)										
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
242	470-00800	CON STR	PT LOT 303 RP	0.373	0.373		\$ -	\$ 1,289.00	\$ -	\$ 1,289.00
243	470-00900	CON STR S	PT LOT 303	0.456	0.456		\$ -	\$ 1,466.00	\$ -	\$ 1,466.00
244	470-05900	CON STR N	PT LOT 304	19.343	6.305		\$ -	\$ 10,876.00	\$ -	\$ 10,876.00
245	470-06000	CON STR N	PT LOT 304 RP	0.274	0.274		\$ -	\$ 1,078.00	\$ -	\$ 1,078.00
246	470-06200	CON STR N	PT LOT 303 RP	0.218	0.218		\$ -	\$ 958.00	\$ -	\$ 958.00
247	470-06300	CON STR N	PT LOT 303 RP	0.942	0.942		\$ -	\$ 2,508.00	\$ -	\$ 2,508.00
248	470-06400	CON STR N	PT LOT 303	0.258	0.258		\$ -	\$ 1,042.00	\$ -	\$ 1,042.00
249	470-06500	CON STR N	PT LOT 303	2.034	2.034		\$ -	\$ 4,338.00	\$ -	\$ 4,338.00
250	470-06700	CON STR	PT LOT 303	0.172	0.172		\$ -	\$ 792.00	\$ -	\$ 792.00
251	470-06900	CON STR N	PT LOT 303	0.215	0.215		\$ -	\$ 949.00	\$ -	\$ 949.00
252	470-07200	CON STR	PT LOT 302 RP	0.405	0.405		\$ -	\$ 1,355.00	\$ -	\$ 1,355.00
253	470-07201	CON STR N	PT LOT 302 RP	0.284	0.284		\$ -	\$ 1,098.00	\$ -	\$ 1,098.00
254	470-07202	CON STR	PT LOT 302 RP	0.435	0.435		\$ -	\$ 1,422.00	\$ -	\$ 1,422.00
255	470-07203	CON STR	PT LOT 302 RP	0.442	0.442		\$ -	\$ 1,438.00	\$ -	\$ 1,438.00
256	470-07300	CON STR N	PT LOT 302 RP	0.755	0.755		\$ -	\$ 2,107.00	\$ -	\$ 2,107.00
257	470-07500	CON STR N	PT LOT 303	0.173	0.173		\$ -	\$ 793.00	\$ -	\$ 793.00
258	470-07600	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 541.00	\$ -	\$ 541.00
259	470-07800	CON STR	PT LOT 303 RP	0.113	0.113		\$ -	\$ 521.00	\$ -	\$ 521.00
260	470-07820	CON STR	PT LOT 303 RP	0.124	0.124		\$ -	\$ 568.00	\$ -	\$ 568.00
261	470-07900	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 543.00	\$ -	\$ 543.00
262	470-08000	CON STR N	PT LOT 303 RP	0.118	0.118		\$ -	\$ 543.00	\$ -	\$ 543.00
263	470-08100	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 543.00	\$ -	\$ 543.00
264	470-08200	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 547.00	\$ -	\$ 547.00
265	470-08300	CON STR N	PT LOT 303	0.120	0.120		\$ -	\$ 549.00	\$ -	\$ 549.00
266	470-08400	CON STR N	PT LOT 303	0.103	0.103		\$ -	\$ 473.00	\$ -	\$ 473.00
267	470-08500	CON STR N	PT LOT 303	0.179	0.179		\$ -	\$ 824.00	\$ -	\$ 824.00
268	470-08600	CON STR N	PT LOT 303	2.089	2.089		\$ -	\$ 4,423.00	\$ -	\$ 4,423.00
269	470-08700	CON STR N	PT LOT 303	0.404	0.404		\$ -	\$ 1,355.00	\$ -	\$ 1,355.00
Total affected Lands (Hectares)					27.549					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ 3,372.00	\$ 70,538.00	\$ -	\$ 73,910.00

8) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF TECUMSEH										
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
334	440-01300	CON 6 S	PT LOT 5	9.772	9.490		\$ -	\$ 8,716.00	\$ -	\$ 8,716.00
335	440-01401	CON 6 N	PT LOT 5	13.703	12.870		\$ -	\$ 19,698.00	\$ -	\$ 19,698.00
336	440-01500	CON 6	PT LOT 6 RP	40.410	37.870		\$ -	\$ 57,966.00	\$ -	\$ 57,966.00
337	440-01600	CON 6 W	PT LOT 7	19.019	19.019		\$ -	\$ 29,112.00	\$ -	\$ 29,112.00
338	440-02100	CON 6	PT LOT 7 RP	19.521	6.070		\$ -	\$ 9,292.00	\$ -	\$ 9,292.00
339	450-01800	CON 5	PT LOT 5 RP	20.159	20.159		\$ 14,624.00	\$ 24,310.00	\$ -	\$ 38,934.00
340	450-01810	CON 5	PT LOT 5 RP	35.951	35.951		\$ 12,608.00	\$ 16,484.00	\$ -	\$ 29,092.00
341	450-01900	CON 5	PT LOT 6	56.109	56.109		\$ -	\$ 1,005.00	\$ -	\$ 1,005.00
342	450-02002	CON 5	PT LOT 7	0.809	0.809		\$ -	\$ 14.00	\$ -	\$ 14.00
343	450-02700	CON 5	PT LOT 7	48.026	20.740		\$ -	\$ 371.00	\$ -	\$ 371.00
344	450-02702	CON 5	PT LOT 7	36.894	19.650		\$ -	\$ 352.00	\$ -	\$ 352.00
345	450-03300	CON 5 E	PT LOT 6	9.371	9.752		\$ -	\$ 175.00	\$ -	\$ 175.00
346	450-03700	CON 5 E	PT LOT 5	28.241	28.241		\$ 16,388.00	\$ 39,560.00	\$ -	\$ 55,948.00
347	470-00500	CON STR	PT LOT 302	25.373	25.373		\$ -	\$ 38,838.00	\$ -	\$ 38,838.00
348	470-00700	CON STR	PT LOT 303	39.533	39.533		\$ -	\$ 60,512.00	\$ -	\$ 60,512.00
349	470-06600	CON STR N	PT LOT 303	4.094	4.094		\$ -	\$ 6,266.00	\$ -	\$ 6,266.00
350	470-07400	CON STR S	PT LOT 302	4.706	4.706		\$ -	\$ 7,203.00	\$ -	\$ 7,203.00
351	470-08800	CON STR N	PT LOT 302	11.460	11.460		\$ -	\$ 17,541.00	\$ -	\$ 17,541.00
Total affected Lands (Hectares)					361.897					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ 43,620.00	\$ 337,415.00	\$ -	\$ 381,035.00

9) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
365	440-01220	CON 6	PT LOT 4 & 5	25.210	25.210		\$ -	\$ 23,153.00	\$ -	\$ 23,153.00
366	450-01600	CON 5 N	PT LOT 4 RP	27.565	26.360		\$ 12,708.00	\$ 25,798.00	\$ -	\$ 38,506.00
367	450-02910	CON 5	PT LOT 6 RP	9.897	9.897		\$ -	\$ 177.00	\$ -	\$ 177.00
368	470-06100	CON STR N	PT LOT 303	17.191	17.191		\$ -	\$ 26,313.00	\$ -	\$ 26,313.00
369	470-06800	CON STR	PT LOT 303	2.242	2.242		\$ -	\$ 3,431.00	\$ -	\$ 3,431.00
370	470-07000	CON STR N	PT LOT 303	2.180	2.180		\$ -	\$ 3,337.00	\$ -	\$ 3,337.00
371	470-07100	CON STR N	PT LOT 303	4.850	4.850		\$ -	\$ 7,424.00	\$ -	\$ 7,424.00
Total affected Lands (Hectares)				87.931						
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ 12,708.00	\$ 89,633.00	\$ -	\$ 102,341.00
TOWN OF TECUMSEH - TOTAL ASSESSMENT FOR SCHEDULE A-1 - (Sections 5, 6, 7, 8 & 9)							\$ 59,700.00	\$ 621,273.00	\$ -	\$ 680,973.00
GRAND TOTAL ASSESSMENT FOR SCHEDULE A-1 (TOWN of LASALLE & TOWN OF TECUMSEH)							\$ 142,550.00	\$ 850,082.00	\$ 47,153.00	\$ 1,039,785.00

TOTAL LANDS AFFECTED (Ha)	
a) Ontario Lands	2.760
b) Municipal Roads	38.412
c) Non-Agricultural Lands	246.023
d) Agricultural Lands (Grantable)	957.350
e) Agricultural Lands (Non-grantable)	141.443
Total Lands Affected:	1385.989

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

1 Hectare = 2.471 Acres

SCHEDULE A-1 - TOTAL ASSESSMENT BREAKDOWN BY MUNICIPALITY	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
TOWN OF LASALLE - TOTAL ASSESSMENT FOR SCHEDULE A-1 - (Sections 1, 2, 3, & 4)	\$ 82,850.00	\$ 228,809.00	\$ 47,153.00	\$ 358,812.00
TOWN OF TECUMSEH - TOTAL ASSESSMENT FOR SCHEDULE A-1 - (Sections 5, 6, 7, 8 & 9)	\$ 59,700.00	\$ 621,273.00	\$ -	\$ 680,973.00
GRAND TOTAL ASSESSMENT FOR SCHEDULE A-1 (TOWN of LASALLE & TOWN OF TECUMSEH)	\$ 142,550.00	\$ 850,082.00	\$ 47,153.00	\$ 1,039,785.00

SCHEDULE A-1 - ASSESSMENT BREAKDOWN BY LAND CATEGORY	TOWN OF LASALLE	TOWN OF TECUMSEH	TOTAL ASSESSMENT
ONTARIO OWNED LANDS (Section 5)	\$ -	\$ 21,123.00	\$ 21,123.00
MUNICIPAL ROADS - (Sections 1 & 6)	\$ 22,389.00	\$ 102,564.00	\$ 124,953.00
PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) - (Sections 2 & 7)	\$ 124,691.00	\$ 73,910.00	\$ 198,601.00
PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) - (Sections 3 & 8)	\$ 203,982.00	\$ 381,035.00	\$ 585,017.00
PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) - (Sections 4 & 8)	\$ 7,750.00	\$ 102,341.00	\$ 110,091.00
GRAND TOTAL ASSESSMENT FOR SCHEDULE A-1 (TOWN of LASALLE & TOWN OF TECUMSEH)	\$ 358,812.00	\$ 680,973.00	\$ 1,039,785.00

SCHEDULE A-2
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
OF THE PART OF THE 4TH CONCESSION DRAIN
IN THE TOWN OF LASALLE

ASSESSMENTS IN THE TOWN OF LASALLE

1) MUNICIPAL ROADS IN THE TOWN OF LASALLE								
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	Kelly Road	-	3.200	Town of Lasalle	\$ -	\$ 189.00	\$ -	\$ 189.00
2	Disputed Road	-	5.666	Town of Lasalle	\$ -	\$ 330.00	\$ -	\$ 330.00
3	Broderick Road	-	5.488	Town of Lasalle	\$ -	\$ 640.00	\$ -	\$ 640.00
4	Eighth Concession Road	-	1.012	Town of Lasalle	\$ -	\$ 138.00	\$ -	\$ 138.00
8	County Road 7 (Huron Church Line Road)	-	4.380	County of Essex	\$ -	\$ 823.00	\$ -	\$ 823.00
9	County Road 8 (Townline Road)	-	1.300	County of Essex	\$ -	\$ 77.00	\$ -	\$ 77.00
Total Affected Lands (Hectares)			21.046					
Total Assessment on Municipal Roads					\$ -	\$ 2,197.00	\$ -	\$ 2,197.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE										
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
13	170-08000	CON 2	PT LOT 9	0.810	0.810		\$ -	\$ 17.00	\$ -	\$ 17.00
14	170-08050	CON 2	PT LOT 9	0.809	0.809		\$ -	\$ 17.00	\$ -	\$ 17.00
15	170-08200	CON 2	PT LOT 10	0.428	0.428		\$ 43.00	\$ 10.00	\$ -	\$ 53.00
16	170-08300	CON 2	PT LOT 10 & 11	5.303	5.303		\$ 146.00	\$ 42.00	\$ -	\$ 188.00
17	170-08400	CON 2	PT LOT 11	0.466	0.466		\$ -	\$ 11.00	\$ -	\$ 11.00
18	170-08410	CON 2	PT LOT 11	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
19	170-08500	CON 2	PT LOT 12	0.399	0.399		\$ -	\$ 10.00	\$ -	\$ 10.00
20	180-26800	CON 2	PT LOT 12	1.335	1.335		\$ -	\$ 25.00	\$ -	\$ 25.00
21	180-26950	CON 2	PT LOT 12	0.709	0.078		\$ -	\$ 3.00	\$ -	\$ 3.00
22	260-00310	CON 3	PT LOT 4	1.030	1.030		\$ -	\$ 21.00	\$ -	\$ 21.00
23	260-00400	CON 3	PT LOT 5	0.826	0.826		\$ -	\$ 17.00	\$ -	\$ 17.00
24	260-00550	CON 3	PT LOT 5	0.809	0.809		\$ -	\$ 17.00	\$ -	\$ 17.00
25	260-00600	CON 3	PT LOT 5	0.817	0.817		\$ -	\$ 17.00	\$ -	\$ 17.00
26	260-00700	CON 3	PT LOT 5	0.421	0.421		\$ -	\$ 11.00	\$ -	\$ 11.00
27	260-00900	CON 3	PT LOT 4	0.836	0.836		\$ -	\$ 18.00	\$ -	\$ 18.00
28	260-01000	CON 3	PT LOT 4	0.733	0.733		\$ -	\$ 16.00	\$ -	\$ 16.00
29	260-01100	CON 3	PT LOT 4	0.822	0.822		\$ -	\$ 17.00	\$ -	\$ 17.00
30	260-09600	CON 3	PT LOT 3	0.397	0.397		\$ -	\$ 10.00	\$ -	\$ 10.00
31	260-09700	CON 3	PT LOT 3	0.197	0.197		\$ -	\$ 7.00	\$ -	\$ 7.00
32	260-09800	CON 3	PT LOT 3 & 4	0.353	0.353		\$ -	\$ 10.00	\$ -	\$ 10.00
33	260-09900	CON 3	PT LOT 4	0.260	0.260		\$ -	\$ 8.00	\$ -	\$ 8.00
34	260-10300	CON 3	PT LOT 4	0.198	0.198		\$ -	\$ 7.00	\$ -	\$ 7.00
35	260-10400	CON 3	PT LOT 4	0.186	0.186		\$ -	\$ 7.00	\$ -	\$ 7.00
36	260-10600	CON 3	PT LOT 4	0.186	0.186		\$ -	\$ 7.00	\$ -	\$ 7.00
37	260-10700	CON 3	PT LOT 4	0.186	0.186		\$ -	\$ 7.00	\$ -	\$ 7.00
38	260-10800	CON 3	PT LOT 4	0.139	0.139		\$ -	\$ 5.00	\$ -	\$ 5.00
39	260-11000	CON 3	PT LOT 4	0.864	0.864		\$ -	\$ 18.00	\$ -	\$ 18.00
40	260-11100	CON 3	PT LOT 4	3.094	3.094		\$ -	\$ 46.00	\$ -	\$ 46.00
41	260-11200	CON 3	PT LOT 4	0.460	0.460		\$ -	\$ 11.00	\$ -	\$ 11.00
42	260-11300	CON 3	PT LOT 5	0.239	0.239		\$ -	\$ 8.00	\$ -	\$ 8.00
43	260-11400	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
44	260-11500	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
45	260-11600	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
46	260-11700	CON 3	PT LOT 5	0.368	0.368		\$ -	\$ 10.00	\$ -	\$ 10.00
47	260-11800	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
48	260-11900	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
49	260-12000	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
50	260-12100	CON 3	PT LOT 5	0.232	0.232		\$ -	\$ 8.00	\$ -	\$ 8.00
51	260-12200	CON 3	PT LOT 5	0.186	0.186		\$ -	\$ 7.00	\$ -	\$ 7.00
52	270-00100	CON 3	PT LOT 8	0.414	0.414		\$ -	\$ 11.00	\$ -	\$ 11.00
53	270-00200	CON 3	PT LOT 8	0.209	0.209		\$ -	\$ 7.00	\$ -	\$ 7.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)

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
54	270-00300	CON 3	PT LOT 8	0.209	0.209		\$ -	\$ 7.00	\$ -	\$ 7.00
55	270-00400	CON 3	PT LOT 8	0.185	0.185		\$ -	\$ 7.00	\$ -	\$ 7.00
56	270-00900	CON 3	PT LOT 8	0.186	0.186		\$ -	\$ 7.00	\$ -	\$ 7.00
57	270-01000	CON 3	PT LOT 8	0.153	0.153		\$ -	\$ 5.00	\$ -	\$ 5.00
58	270-01150	CON 3	PT LOT 8	0.518	0.518		\$ -	\$ 12.00	\$ -	\$ 12.00
59	270-01200	CON 3	PT LOT 8	0.203	0.203		\$ -	\$ 7.00	\$ -	\$ 7.00
60	270-01300	CON 3	PT LOT 8	0.938	0.938		\$ -	\$ 19.00	\$ -	\$ 19.00
61	270-01400	CON 3	PT LOT 8	0.966	0.966		\$ -	\$ 20.00	\$ -	\$ 20.00
62	270-01500	CON 3	PT LOT 8	0.811	0.811		\$ -	\$ 17.00	\$ -	\$ 17.00
63	270-01600	CON 3	PT LOT 8	0.810	0.810		\$ -	\$ 17.00	\$ -	\$ 17.00
64	270-01700	CON 3	PT LOT 8	0.809	0.809		\$ -	\$ 17.00	\$ -	\$ 17.00
65	270-01800	CON 3	PT LOT 8	0.808	0.808		\$ -	\$ 17.00	\$ -	\$ 17.00
66	270-01900	CON 3	PT LOT 8	0.806	0.806		\$ -	\$ 17.00	\$ -	\$ 17.00
67	270-02000	CON 3	PT LOT 8	0.771	0.771		\$ -	\$ 16.00	\$ -	\$ 16.00
68	270-02200	CON 3	PT LOT 7	4.265	4.265		\$ -	\$ 87.00	\$ -	\$ 87.00
69	270-02210	CON 3	PT LOT 7	0.810	0.810		\$ -	\$ 17.00	\$ -	\$ 17.00
70	270-02250	CON 3	PT LOT 7	0.810	0.810		\$ -	\$ 17.00	\$ -	\$ 17.00
71	270-02300	CON 3	PT LOT 7	1.858	1.858		\$ -	\$ 45.00	\$ -	\$ 45.00
72	270-02400	CON 3	PT LOT 7	1.854	1.854		\$ -	\$ 45.00	\$ -	\$ 45.00
73	270-02500	CON 3	PT LOT 7	2.451	2.451		\$ -	\$ 55.00	\$ -	\$ 55.00
74	270-02700	CON 3	PT LOT 7	0.837	0.837		\$ -	\$ 18.00	\$ -	\$ 18.00
75	270-02800	CON 3	PT LOT 7	0.837	0.837		\$ -	\$ 18.00	\$ -	\$ 18.00
76	270-03000	CON 3	PT LOT 6	0.940	0.940		\$ -	\$ 19.00	\$ -	\$ 19.00
77	270-03100	CON 3	PT LOT 6	2.489	2.489		\$ 109.00	\$ 57.00	\$ -	\$ 166.00
78	270-03200	CON 3	PT LOT 6	1.356	1.356		\$ -	\$ 28.00	\$ -	\$ 28.00
79	270-03300	CON 3	PT LOT 6	1.205	1.205		\$ 134.00	\$ 27.00	\$ -	\$ 161.00
80	270-03350	CON 3	PT LOT 6	1.816	1.816		\$ -	\$ 34.00	\$ -	\$ 34.00
81	270-03370	CON 3	PT LOT 6	1.816	1.816		\$ -	\$ 33.00	\$ -	\$ 33.00
82	270-03400	CON 3	PT LOT 6	3.237	3.237		\$ -	\$ 51.00	\$ -	\$ 51.00
83	270-03500	CON 3	PT LOT 6	1.734	1.734		\$ -	\$ 30.00	\$ -	\$ 30.00
84	270-03600	CON 3	PT LOT 5	0.836	0.836		\$ -	\$ 18.00	\$ -	\$ 18.00
85	270-03900	CON 3	PT LOT 5	0.186	0.186		\$ -	\$ 7.00	\$ -	\$ 7.00
86	270-04000	CON 3	PT LOT 5	0.116	0.116		\$ -	\$ 4.00	\$ -	\$ 4.00
87	270-04100	CON 3	PT LOT 5	1.284	1.284		\$ -	\$ 25.00	\$ -	\$ 25.00
88	270-04200	CON 3	PT LOT 5	0.116	0.116		\$ -	\$ 4.00	\$ -	\$ 4.00
89	270-04310	CON 3	PT LOT 5	0.809	0.809		\$ -	\$ 17.00	\$ -	\$ 17.00
90	270-04500	CON 3	PT LOT 6	0.255	0.255		\$ -	\$ 18.00	\$ -	\$ 18.00
91	270-04700	CON 3	PT LOT 6	2.382	2.382		\$ -	\$ 87.00	\$ -	\$ 87.00
92	270-04740	CON 3	PT LOT 6	10.483	10.483		\$ -	\$ 142.00	\$ -	\$ 142.00
93	270-04750	CON 3	PT LOT 6	3.639	3.639		\$ -	\$ 120.00	\$ -	\$ 120.00
94	270-04800	CON 3	PT LOT 6	0.186	0.186		\$ -	\$ 16.00	\$ -	\$ 16.00
95	270-05000	CON 3	PT LOT 6	0.139	0.139		\$ -	\$ 11.00	\$ -	\$ 11.00
96	270-05100	CON 3	PT LOT 6	0.139	0.139		\$ -	\$ 11.00	\$ -	\$ 11.00
97	270-05300	CON 3	PT LOT 6	0.748	0.748		\$ 34.00	\$ 36.00	\$ -	\$ 70.00
98	270-05400	CON 3	PT LOT 6	0.256	0.256		\$ 26.00	\$ 18.00	\$ -	\$ 44.00
99	270-05600	CON 3 N	PT LOT 7	0.383	0.383		\$ -	\$ 23.00	\$ -	\$ 23.00
100	270-05700	CON 3 N	PT LOT 7	0.421	0.421		\$ -	\$ 25.00	\$ -	\$ 25.00
101	270-05800	CON 3	PT LOT 7	1.047	1.047		\$ -	\$ 48.00	\$ -	\$ 48.00
102	270-05850	CON 3	PT LOT 7	0.513	0.513		\$ -	\$ 28.00	\$ -	\$ 28.00
103	270-05900	CON 3	PT LOT 7	0.513	0.513		\$ -	\$ 28.00	\$ -	\$ 28.00
104	270-06000	CON 3	PT LOT 7	0.810	0.810		\$ -	\$ 39.00	\$ -	\$ 39.00
105	270-06050	CON 3	PT LOT 7	0.195	0.195		\$ -	\$ 16.00	\$ -	\$ 16.00
106	270-06200	CON 3	PT LOT 7	0.158	0.158		\$ -	\$ 13.00	\$ -	\$ 13.00
107	270-06300	CON 3	PT LOT 7	0.275	0.275		\$ -	\$ 19.00	\$ -	\$ 19.00
108	270-06400	CON 3	PT LOT 7	0.279	0.279		\$ -	\$ 19.00	\$ -	\$ 19.00
109	270-06450	CON 3	PT LOT 7	0.188	0.188		\$ -	\$ 16.00	\$ -	\$ 16.00
110	270-06500	CON 3	PT LOT 8	0.118	0.118		\$ -	\$ 9.00	\$ -	\$ 9.00
111	270-06600	CON 3	PT LOT 8	0.105	0.105		\$ -	\$ 9.00	\$ -	\$ 9.00
112	270-06800	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 11.00	\$ -	\$ 11.00
113	270-06900	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 11.00	\$ -	\$ 11.00
114	270-07000	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 11.00	\$ -	\$ 11.00
115	270-07120	CON 3	PT LOT 8	0.724	0.724		\$ -	\$ 36.00	\$ -	\$ 36.00
116	270-07150	CON 3	PT LOT 8	0.805	0.805		\$ -	\$ 39.00	\$ -	\$ 39.00
117	270-07200	CON 3	PT LOT 8	0.406	0.406		\$ -	\$ 24.00	\$ -	\$ 24.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)

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
118	270-07250	CON 3	PT LOT 8	0.405	0.405		\$ -	\$ 24.00	\$ -	\$ 24.00
119	270-07300	CON 3	PT LOT 8	3.979	3.979		\$ -	\$ 129.00	\$ -	\$ 129.00
120	270-07400	CON 3	PT LOT 8	0.807	0.526		\$ -	\$ 28.00	\$ -	\$ 28.00
121	270-07450	CON 3	PT LOT 8	1.213	1.213		\$ -	\$ 55.00	\$ -	\$ 55.00
122	280-01800	CON 4	PT LOT 8	0.394	0.394		\$ -	\$ 23.00	\$ -	\$ 23.00
123	280-01900	CON 4	PT LOT 8	0.415	0.415		\$ -	\$ 25.00	\$ -	\$ 25.00
124	280-02000	CON 4	PT LOT 8	0.357	0.357		\$ -	\$ 23.00	\$ -	\$ 23.00
125	280-02100	CON 4	PT LOT 8	0.443	0.443		\$ -	\$ 25.00	\$ -	\$ 25.00
126	280-02200	CON 4	PT LOT 8	0.416	0.416		\$ -	\$ 25.00	\$ -	\$ 25.00
127	280-02300	CON 4	PT LOT 7	0.369	0.369		\$ -	\$ 23.00	\$ -	\$ 23.00
128	280-02400	CON 4	PT LOT 7	0.242	0.242		\$ -	\$ 18.00	\$ -	\$ 18.00
129	280-02600	CON 4	PT LOT 7	0.134	0.134		\$ -	\$ 11.00	\$ -	\$ 11.00
130	280-02700	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 18.00	\$ -	\$ 18.00
131	280-02800	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 18.00	\$ -	\$ 18.00
132	280-02900	CON 4	PT LOT 7	0.220	0.220		\$ -	\$ 17.00	\$ -	\$ 17.00
133	280-03000	CON 4	PT LOT 7	0.744	0.744		\$ -	\$ 37.00	\$ -	\$ 37.00
134	280-03100	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 16.00	\$ -	\$ 16.00
135	280-03110	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 18.00	\$ -	\$ 18.00
136	280-03410	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 16.00	\$ -	\$ 16.00
137	280-03420	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 16.00	\$ -	\$ 16.00
138	280-03430	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 16.00	\$ -	\$ 16.00
139	280-03600	CON 4	PT LOT 6	0.140	0.140		\$ -	\$ 11.00	\$ -	\$ 11.00
140	280-03650	CON 4	PT LOT 6	0.284	0.284		\$ -	\$ 19.00	\$ -	\$ 19.00
141	280-03700	CON 4	PT LOT 6	0.140	0.140		\$ -	\$ 11.00	\$ -	\$ 11.00
142	280-03800	CON 4	PT LOT 6	0.588	0.588		\$ -	\$ 31.00	\$ -	\$ 31.00
143	280-03900	CON 4	PT LOT 6	1.249	1.249		\$ -	\$ 55.00	\$ -	\$ 55.00
144	280-04000	CON 4	PT LOT 6	0.187	0.187		\$ -	\$ 16.00	\$ -	\$ 16.00
145	280-04100	CON 4	PT LOT 5	0.187	0.187		\$ -	\$ 16.00	\$ -	\$ 16.00
146	280-04200	CON 4	PT LOT 5	0.186	0.186		\$ -	\$ 16.00	\$ -	\$ 16.00
147	280-04300	CON 4	PT LOT 5	1.220	1.220		\$ -	\$ 50.00	\$ -	\$ 50.00
148	280-04400	CON 4	PT LOT 5	0.814	0.814		\$ -	\$ 36.00	\$ -	\$ 36.00
149	280-04500	CON 4	PT LOT 5	0.814	0.814		\$ -	\$ 35.00	\$ -	\$ 35.00
150	280-04600	CON 4	PT LOT 5	0.338	0.338		\$ -	\$ 9.00	\$ -	\$ 9.00
151	280-04700	CON 4	PT LOT 5	0.452	0.452		\$ -	\$ 11.00	\$ -	\$ 11.00
152	280-04900	CON 4	PT LOT 5	0.359	0.359		\$ -	\$ 10.00	\$ -	\$ 10.00
153	280-05000	CON 4	PT LOT 5	0.360	0.360		\$ -	\$ 10.00	\$ -	\$ 10.00
154	280-05100	CON 4	PT LOT 5	0.400	0.400		\$ -	\$ 10.00	\$ -	\$ 10.00
155	280-05500	CON 4	PT LOT 5	0.188	0.188		\$ -	\$ 7.00	\$ -	\$ 7.00
156	280-05600	CON 4	PT LOT 4 & 5	0.188	0.188		\$ -	\$ 7.00	\$ -	\$ 7.00
157	280-05800	CON 4	PT LOT 4	2.033	2.033		\$ -	\$ 33.00	\$ -	\$ 33.00
158	280-05870	CON 4	PT LOT 4	1.016	1.016		\$ -	\$ 21.00	\$ -	\$ 21.00
159	280-05880	CON 4	PT LOT 4	1.015	1.015		\$ -	\$ 21.00	\$ -	\$ 21.00
160	280-05900	CON 4	PT LOT 4	0.514	0.514		\$ -	\$ 12.00	\$ -	\$ 12.00
161	280-05950	CON 4	PT LOT 4	0.515	0.515		\$ -	\$ 12.00	\$ -	\$ 12.00
162	280-05970	CON 4	PT LOT 4	0.263	0.263		\$ -	\$ 8.00	\$ -	\$ 8.00
163	280-06000	CON 4	PT LOT 3 & 4	0.144	0.144		\$ -	\$ 5.00	\$ -	\$ 5.00
164	280-06100	CON 4	PT LOT 3 & 4	0.149	0.149		\$ -	\$ 5.00	\$ -	\$ 5.00
165	280-06200	CON 4	PT LOT 4	0.149	0.149		\$ -	\$ 5.00	\$ -	\$ 5.00
166	280-06300	CON 4	PT LOT 3 & 4	0.147	0.147		\$ -	\$ 5.00	\$ -	\$ 5.00
167	280-06400	CON 4	PT LOT 3	0.142	0.142		\$ -	\$ 5.00	\$ -	\$ 5.00
168	280-06500	CON 4	PT LOT 3	0.142	0.142		\$ -	\$ 5.00	\$ -	\$ 5.00
169	280-06600	CON 4	PT LOT 3	0.277	0.277		\$ -	\$ 8.00	\$ -	\$ 8.00
170	280-06700	CON 4	PT LOT 3	0.141	0.141		\$ -	\$ 5.00	\$ -	\$ 5.00
171	280-09400	CON 4	PT LOT 4	0.617	0.617		\$ -	\$ 14.00	\$ -	\$ 14.00
172	280-09500	CON 4	PT LOT 4	0.130	0.130		\$ -	\$ 5.00	\$ -	\$ 5.00
173	280-09600	CON 4	PT LOT 4	0.854	0.854		\$ -	\$ 18.00	\$ -	\$ 18.00
174	280-09650	CON 4	PT LOT 4	0.623	0.623		\$ -	\$ 14.00	\$ -	\$ 14.00
175	280-09900	CON 4	PT LOT 4 & 5	1.710	1.710		\$ -	\$ 30.00	\$ -	\$ 30.00
176	280-10100	CON 4	PT LOT 5	0.781	0.781		\$ 132.00	\$ 62.00	\$ -	\$ 194.00
177	280-10200	CON 4	PT LOT 5	0.822	0.822		\$ -	\$ 64.00	\$ -	\$ 64.00
178	280-10300	CON 4	PT LOT 5 & 6	0.786	0.786		\$ -	\$ 63.00	\$ -	\$ 63.00
179	280-10400	CON 4	PT LOT 6	0.807	0.807		\$ -	\$ 63.00	\$ -	\$ 63.00
180	280-10500	CON 4	PT LOT 5 & 6	6.332	6.332		\$ 221.00	\$ 277.00	\$ -	\$ 498.00
181	280-10600	CON 4	PT LOT 6	0.809	0.809		\$ -	\$ 63.00	\$ -	\$ 63.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)										
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
182	280-10610	CON 4	PT LOT 6	0.888	0.888		\$ -	\$ 68.00	\$ -	\$ 68.00
183	280-10620	CON 4	PT LOT 6	0.809	0.809		\$ -	\$ 63.00	\$ -	\$ 63.00
184	280-10900	CON 8	PT LOT 1	0.823	0.823		\$ -	\$ 64.00	\$ -	\$ 64.00
185	280-11000	CON 8	PT LOT 1	0.747	0.747		\$ -	\$ 60.00	\$ -	\$ 60.00
186	280-11100	CON 8	PT LOT 1	0.901	0.901		\$ -	\$ 69.00	\$ -	\$ 69.00
187	280-11200	CON 8	PT LOT 1	0.797	0.797		\$ -	\$ 63.00	\$ -	\$ 63.00
188	280-11400	CON 8	PT LOT 1	0.953	0.953		\$ 72.00	\$ 72.00	\$ -	\$ 144.00
189	280-11500	CON 8	PT LOT 1	0.962	0.962		\$ 46.00	\$ 74.00	\$ -	\$ 120.00
190	280-11600	CON 8	PT LOT 1	1.082	1.082		\$ -	\$ 80.00	\$ -	\$ 80.00
191	280-11700	CON 8	PT LOT 1	1.202	1.202		\$ -	\$ 88.00	\$ -	\$ 88.00
192	280-11800	CON 8	PT LOT 1	0.938	0.938		\$ -	\$ 71.00	\$ -	\$ 71.00
193	280-11900	CON 8	PT LOT 1	1.279	1.279		\$ -	\$ 91.00	\$ -	\$ 91.00
194	280-12000	CON 8	PT LOT 1	0.721	0.721		\$ -	\$ 58.00	\$ -	\$ 58.00
195	280-12050	CON 8	PT LOT 1	0.611	0.611		\$ -	\$ 52.00	\$ -	\$ 52.00
196	280-12100	CON 8	PT LOT 1	1.326	1.326		\$ -	\$ 93.00	\$ -	\$ 93.00
197	280-12200	CON 8	PT LOT 1	1.260	1.260		\$ -	\$ 90.00	\$ -	\$ 90.00
198	280-12400	CON 8	PT LOT 1	0.852	0.852		\$ -	\$ 77.00	\$ -	\$ 77.00
199	280-12500	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 74.00	\$ -	\$ 74.00
200	280-12600	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 74.00	\$ -	\$ 74.00
201	280-12700	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 74.00	\$ -	\$ 74.00
202	280-12800	CON 8	PT LOT 1	0.816	0.816		\$ -	\$ 74.00	\$ -	\$ 74.00
203	280-12900	CON 8	PT LOT 1	0.937	0.937		\$ 49.00	\$ 83.00	\$ -	\$ 132.00
204	280-13000	CON 8	PT LOT 1	1.054	1.054		\$ 77.00	\$ 92.00	\$ -	\$ 169.00
205	280-13100	CON 8	PT LOT 1	0.820	0.820		\$ -	\$ 74.00	\$ -	\$ 74.00
206	280-13200	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 75.00	\$ -	\$ 75.00
207	280-13300	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 75.00	\$ -	\$ 75.00
208	280-13400	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 75.00	\$ -	\$ 75.00
209	280-13500	CON 8	PT LOT 1	0.822	0.822		\$ -	\$ 75.00	\$ -	\$ 75.00
210	280-13600	CON 8	PT LOT 1	0.822	0.822		\$ -	\$ 75.00	\$ -	\$ 75.00
211	280-13700	CON 8	PT LOT 1	0.820	0.820		\$ -	\$ 74.00	\$ -	\$ 74.00
212	280-13800	CON 8	PT LOT 1	1.055	1.055		\$ -	\$ 79.00	\$ -	\$ 79.00
213	280-13820	CON 4	PT LOT 6	0.921	0.921		\$ -	\$ 71.00	\$ -	\$ 71.00
214	280-14000	CON 4	PT LOT 6	3.984	3.984		\$ -	\$ 186.00	\$ -	\$ 186.00
215	280-14050	CON 4	PT LOT 6	0.446	0.446		\$ -	\$ 41.00	\$ -	\$ 41.00
216	280-14200	CON 4	PT LOT 7	2.740	1.390		\$ -	\$ 60.00	\$ -	\$ 60.00
217	280-14800	CON 4	PT LOT 8	8.402	5.990		\$ -	\$ 184.00	\$ -	\$ 184.00
218	290-17100	CON 7	PT LOT 2	0.548	0.548		\$ -	\$ 13.00	\$ -	\$ 13.00
219	290-17200	CON 7	PT LOT 1 & 2	45.550	45.550		\$ -	\$ 546.00	\$ -	\$ 546.00
Total affected Lands (Hectares)					218.475					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ 1,089.00	\$ 7,414.00	\$ -	\$ 8,503.00

3) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF LASALLE										
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
270	170-05850	CON 2	PT LOT 8 & 9	38.640	4.108		\$ -	\$ 48.00	\$ -	\$ 48.00
271	170-08100	CON 2	PT LOT 9 & 10	17.967	14.575		\$ 179.00	\$ 156.00	\$ -	\$ 335.00
272	170-08510	CON 2	PT LOT 11 & 12	2.944	2.944		\$ -	\$ 35.00	\$ -	\$ 35.00
273	170-09000	CON 2	PT LOT 11 & 12	1.502	1.078		\$ -	\$ 6.00	\$ -	\$ 6.00
274	170-09200	CON 2	PT LOT 10 & 11	9.646	5.631		\$ 132.00	\$ 12.00	\$ -	\$ 144.00
275	180-01000	CON 2	PT LOT 14	14.744	2.485		\$ -	\$ 29.00	\$ -	\$ 29.00
276	180-01100	CON 2	PT LOT 14 & 15	17.176	2.485		\$ -	\$ 29.00	\$ -	\$ 29.00
277	180-26400	CON 2	PT LOT 15	5.659	2.963		\$ -	\$ 35.00	\$ -	\$ 35.00
278	180-26500	CON 2	PT LOT 15	7.217	3.693		\$ -	\$ 44.00	\$ -	\$ 44.00
279	180-26600	CON 2	PT LOT 13 & 14	28.776	7.916		\$ -	\$ 93.00	\$ -	\$ 93.00
280	180-26700	CON 2	PT LOT 12 & 13	1.318	1.318		\$ -	\$ 16.00	\$ -	\$ 16.00
281	180-26900	CON 2	PT LOT 12 & 13	7.724	2.684		\$ -	\$ 32.00	\$ -	\$ 32.00
282	260-00200	CON 3	PT LOT 5	4.876	4.876		\$ -	\$ 57.00	\$ -	\$ 57.00
283	260-00300	CON 3	PT LOT 5	12.181	12.181		\$ -	\$ 144.00	\$ -	\$ 144.00
284	260-00800	CON 3	PT LOT 4	2.933	2.933		\$ -	\$ 35.00	\$ -	\$ 35.00
285	260-01200	CON 3	PT LOT 4	17.738	17.738		\$ -	\$ 209.00	\$ -	\$ 209.00
286	260-10200	CON 3	PT LOT 3 & 4	0.266	0.266		\$ -	\$ 3.00	\$ -	\$ 3.00
287	260-10500	CON 3	PT LOT 4	16.572	16.572		\$ -	\$ 195.00	\$ -	\$ 195.00

3) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF LASALLE (Continued)										
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
288	260-10900	CON 3	PT LOT 4	13.927	13.927		\$ -	\$ 164.00	\$ -	\$ 164.00
289	270-00500	CON 3	PT LOT 8	11.801	11.801		\$ -	\$ 139.00	\$ -	\$ 139.00
290	270-00600	CON 3	PT LOT 8	11.828	11.828		\$ -	\$ 139.00	\$ -	\$ 139.00
291	270-00700	CON 3	PT LOT 8	9.038	9.038		\$ -	\$ 107.00	\$ -	\$ 107.00
292	270-00800	CON 3	PT LOT 8	11.089	11.089		\$ -	\$ 131.00	\$ -	\$ 131.00
293	270-02100	CON 3	PT LOT 8	7.953	7.953		\$ -	\$ 94.00	\$ -	\$ 94.00
294	270-02600	CON 3	PT LOT 7	4.426	4.426		\$ -	\$ 76.00	\$ -	\$ 76.00
295	270-02900	CON 3	PT LOT 6	6.697	6.697		\$ 169.00	\$ 110.00	\$ -	\$ 279.00
296	270-03700	CON 3	PT LOT 5	20.235	20.235		\$ -	\$ 239.00	\$ -	\$ 239.00
297	270-03800	CON 3	PT LOT 5	6.557	6.557		\$ -	\$ 77.00	\$ -	\$ 77.00
298	270-04300	CON 3	PT LOT 5	8.474	8.474		\$ -	\$ 100.00	\$ -	\$ 100.00
299	270-04400	CON 3	PT LOT 5	4.602	4.602		\$ -	\$ 124.00	\$ -	\$ 124.00
300	270-04600	CON 3	PT LOT 6	10.648	10.648		\$ -	\$ 289.00	\$ -	\$ 289.00
301	270-04900	CON 3	PT LOT 6	11.936	11.936		\$ 346.00	\$ 223.00	\$ -	\$ 569.00
302	270-05200	CON 3	PT LOT 6	10.470	10.470		\$ 363.00	\$ 251.00	\$ -	\$ 614.00
303	270-05500	CON 3	PT LOT 6	4.284	4.284		\$ 319.00	\$ 104.00	\$ -	\$ 423.00
304	270-06100	CON 3	PT LOT 7	58.044	58.044		\$ -	\$ 995.00	\$ -	\$ 995.00
305	270-07050	CON 3	PT LOT 8	7.057	7.057		\$ -	\$ 137.00	\$ -	\$ 137.00
306	280-00108	CON 4	PT LOT 6	5.791	5.791		\$ -	\$ 253.00	\$ -	\$ 253.00
307	280-00500	CON 4	PT LOT 8	8.382	5.900		\$ -	\$ 160.00	\$ -	\$ 160.00
308	280-00600	CON 4	PT LOT 8	9.415	6.190		\$ -	\$ 168.00	\$ -	\$ 168.00
309	280-01000	CON 4	PT LOT 8	8.229	6.360		\$ -	\$ 172.00	\$ -	\$ 172.00
310	280-01200	CON 4	PT LOT 8	5.924	3.536		\$ -	\$ 96.00	\$ -	\$ 96.00
311	280-01600	CON 4	PT LOT 8	6.898	5.525		\$ -	\$ 150.00	\$ -	\$ 150.00
312	280-01700	CON 4	PT LOT 8	5.261	5.261		\$ -	\$ 143.00	\$ -	\$ 143.00
313	280-02500	CON 4	PT LOT 7	5.014	5.014		\$ -	\$ 136.00	\$ -	\$ 136.00
314	280-03200	CON 4	PT LOT 7	8.036	8.036		\$ -	\$ 218.00	\$ -	\$ 218.00
315	280-03300	CON 4	PT LOT 7	10.565	10.565		\$ -	\$ 287.00	\$ -	\$ 287.00
316	280-03400	CON 4	PT LOT 7	9.307	9.307		\$ -	\$ 253.00	\$ -	\$ 253.00
317	280-03500	CON 4	PT LOT 6	47.002	47.002		\$ 1,034.00	\$ 1,575.00	\$ -	\$ 2,609.00
318	280-04110	CON 4	PT LOT 5	6.955	6.955		\$ 145.00	\$ 268.00	\$ -	\$ 413.00
319	280-04800	CON 4	PT LOT 5	8.303	8.303		\$ -	\$ 317.00	\$ -	\$ 317.00
320	280-09100	CON 4	PT LOT 3	5.484	5.484		\$ -	\$ 65.00	\$ -	\$ 65.00
321	280-09200	CON 4	PT LOT 3 & 4	4.252	4.252		\$ -	\$ 50.00	\$ -	\$ 50.00
322	280-09300	CON 4	PT LOT 4	12.125	12.125		\$ -	\$ 143.00	\$ -	\$ 143.00
323	280-09700	CON 4	PT LOT 4	9.545	9.545		\$ -	\$ 113.00	\$ -	\$ 113.00
324	280-09800	CON 4	PT LOT 4 & 5	14.920	14.920		\$ -	\$ 176.00	\$ -	\$ 176.00
325	280-10000	CON 4	PT LOT 4 & 5	15.772	15.772		\$ 474.00	\$ 584.00	\$ -	\$ 1,058.00
326	280-10700	CON 4	PT LOT 6	0.812	0.812		\$ -	\$ 35.00	\$ -	\$ 35.00
327	280-14100	CON 4	PT LOT 7	17.074	16.360		\$ -	\$ 444.00	\$ -	\$ 444.00
328	280-14500	CON 4	PT LOT 7	9.115	8.640		\$ -	\$ 234.00	\$ -	\$ 234.00
329	280-14700	CON 4	PT LOT 7	14.474	13.085		\$ -	\$ 354.00	\$ -	\$ 354.00
330	280-14850	CON 4	PT LOT 8	1.515	1.010		\$ -	\$ 27.00	\$ -	\$ 27.00
331	280-14900	CON 4	PT LOT 8	2.191	1.260		\$ -	\$ 34.00	\$ -	\$ 34.00
332	290-00300	CON 7	PT LOT 1	15.175	15.175		\$ -	\$ 179.00	\$ -	\$ 179.00
333	290-17000	CON 7	PT LOT 1,2 & 3	55.970	17.758		\$ -	\$ 209.00	\$ -	\$ 209.00
Total affected Lands (Hectares)					595.453					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ 3,161.00	\$ 11,520.00	\$ -	\$ 14,681.00

4) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE										
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
352	170-08600	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 10.00	\$ -	\$ 10.00
353	170-08700	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 10.00	\$ -	\$ 10.00
354	170-08800	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 10.00	\$ -	\$ 10.00
355	170-08900	CON 2	PT LOT 11 & 12	1.502	1.502		\$ -	\$ 10.00	\$ -	\$ 10.00
356	170-09100	CON 2	PT LOT 12	1.457	1.050		\$ -	\$ 6.00	\$ -	\$ 6.00
357	260-00350	CON 3	PT LOT 4 & 5	6.588	6.588		\$ -	\$ 78.00	\$ -	\$ 78.00
358	260-00500	CON 3	PT LOT 5	16.979	16.979		\$ -	\$ 200.00	\$ -	\$ 200.00
359	260-10000	CON 3	PT LOT 3 & 4	5.257	1.725		\$ -	\$ 20.00	\$ -	\$ 20.00
360	270-01100	CON 3	PT LOT 8	4.683	4.683		\$ -	\$ 55.00	\$ -	\$ 55.00
361	280-00900	CON 4	PT LOT 8	10.132	6.386		\$ -	\$ 173.00	\$ -	\$ 173.00

4) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)										
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
362	280-10800	CON 4	PT LOT 6	6.740	6.740		\$ -	\$ 294.00	\$ -	\$ 294.00
363	290-00100	CON 7	PT LOT 1	1.677	1.677		\$ -	\$ 20.00	\$ -	\$ 20.00
364	290-00200	CON 7	PT LOT 1	1.676	1.676		\$ -	\$ 20.00	\$ -	\$ 20.00
Total affected Lands (Hectares)				53.513						
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ -	\$ 906.00	\$ -	\$ 906.00

TOWN OF LASALLE - TOTAL ASSESSMENT FOR SCHEDULE A-2 - (Sections 1, 2, 3, & 4)							\$ 4,250.00	\$ 22,037.00	\$ -	\$ 26,287.00
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ASSESSMENTS IN THE TOWN OF TECUMSEH

5) ONTARIO OWNED LANDS IN THE TOWN OF TECUMSEH									
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	
12	King's Highway No. 3	-	2.760	Ministry of Transportation of Ontario	\$ -	\$ 701.00	\$ -	\$ 701.00	
Total Affected Lands (Hectares)			2.760						
Total Assessment on Ontario Owned Lands					\$ -	\$ 701.00	\$ -	\$ 701.00	

6) MUNICIPAL ROADS IN THE TOWN OF TECUMSEH									
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	
5	Holden Road	-	3.330	Town of Tecumseh	\$ -	\$ 841.00	\$ -	\$ 841.00	
6	South Talbot Road	-	3.320	Town of Tecumseh	\$ -	\$ 843.00	\$ -	\$ 843.00	
7	Oldcastle Road	-	1.120	Town of Tecumseh	\$ -	\$ 285.00	\$ -	\$ 285.00	
10	County Road 9 (Howard Avenue)	-	5.846	County of Essex	\$ -	\$ 972.00	\$ -	\$ 972.00	
11	County Road 11 (Walker Road)	-	3.750	County of Essex	\$ -	\$ 952.00	\$ -	\$ 952.00	
Total Affected Lands (Hectares)			17.366						
Total Assessment on Municipal Roads					\$ -	\$ 3,893.00	\$ -	\$ 3,893.00	

7) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
220	440-01200	CON 6	PT LOT 5 RP	0.510	0.510		\$ -	\$ 32.00	\$ -	\$ 32.00
221	440-01400	CON 6 N	PT LOT 5 RP	0.456	0.456		\$ -	\$ 30.00	\$ -	\$ 30.00
222	440-01502	CON 6	PT LOT 6 RP	1.026	1.026		\$ -	\$ 90.00	\$ -	\$ 90.00
223	440-01700	CON 6 N	PT LOT 7	0.343	0.343		\$ -	\$ 40.00	\$ -	\$ 40.00
224	440-01800	CON 6 N	PT LOT 7	0.193	0.193		\$ -	\$ 30.00	\$ -	\$ 30.00
225	440-01900	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 44.00	\$ -	\$ 44.00
226	440-02000	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 44.00	\$ -	\$ 44.00
227	450-01500	CON 5 N	PT LOT 4 RP	0.167	0.167		\$ -	\$ 26.00	\$ -	\$ 26.00
228	450-01700	CON 5 N	PT LOT 4 RP	0.137	0.137		\$ -	\$ 21.00	\$ -	\$ 21.00
229	450-01850	CON 5	PT LOT 5 RP	0.810	0.810		\$ -	\$ 17.00	\$ -	\$ 17.00
230	450-01910	CON 5	PT LOT 6	0.485	0.485		\$ -	\$ 12.00	\$ -	\$ 12.00
231	450-03000	CON 5 E	PT LOT 6 RP	0.561	0.561		\$ -	\$ 56.00	\$ -	\$ 56.00
232	450-03200	CON 5 E	PT LOT 6	0.211	0.211		\$ -	\$ 31.00	\$ -	\$ 31.00
233	450-03302	CON 5	PT LOT 6 RP	0.500	0.500		\$ -	\$ 52.00	\$ -	\$ 52.00
234	450-03310	CON 5	PT LOT 5 RP	0.426	0.426		\$ -	\$ 47.00	\$ -	\$ 47.00
235	450-03400	CON 5	PT LOT 5 RP	1.657	1.657		\$ -	\$ 125.00	\$ -	\$ 125.00
236	450-03500	CON 5 N	PT LOT 5	0.440	0.440		\$ -	\$ 47.00	\$ -	\$ 47.00
237	450-03600	CON 5	PT LOT 5	0.405	0.405		\$ -	\$ 45.00	\$ -	\$ 45.00
238	470-00300	CON STR S	PT LOT 302	0.279	0.279		\$ -	\$ 36.00	\$ -	\$ 36.00
239	470-00400	CON STR	PT LOT 302	0.323	0.323		\$ -	\$ 39.00	\$ -	\$ 39.00
241	470-00600	CON STR	PT LOT 302	0.372	0.372		\$ -	\$ 43.00	\$ -	\$ 43.00

7) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH (Continued)										
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
242	470-00800	CON STR	PT LOT 303 RP	0.373	0.373		\$ -	\$ 43.00	\$ -	\$ 43.00
243	470-00900	CON STR S	PT LOT 303	0.456	0.456		\$ -	\$ 49.00	\$ -	\$ 49.00
244	470-05900	CON STR N	PT LOT 304	19.343	6.305		\$ -	\$ 361.00	\$ -	\$ 361.00
245	470-06000	CON STR N	PT LOT 304 RP	0.274	0.274		\$ -	\$ 36.00	\$ -	\$ 36.00
246	470-06200	CON STR N	PT LOT 303 RP	0.218	0.218		\$ -	\$ 32.00	\$ -	\$ 32.00
247	470-06300	CON STR N	PT LOT 303 RP	0.942	0.942		\$ -	\$ 83.00	\$ -	\$ 83.00
248	470-06400	CON STR N	PT LOT 303	0.258	0.258		\$ -	\$ 34.00	\$ -	\$ 34.00
249	470-06500	CON STR N	PT LOT 303	2.034	2.034		\$ -	\$ 143.00	\$ -	\$ 143.00
250	470-06700	CON STR	PT LOT 303	0.172	0.172		\$ -	\$ 26.00	\$ -	\$ 26.00
251	470-06900	CON STR N	PT LOT 303	0.215	0.215		\$ -	\$ 32.00	\$ -	\$ 32.00
252	470-07200	CON STR	PT LOT 302 RP	0.405	0.405		\$ -	\$ 45.00	\$ -	\$ 45.00
253	470-07201	CON STR N	PT LOT 302 RP	0.284	0.284		\$ -	\$ 36.00	\$ -	\$ 36.00
254	470-07202	CON STR	PT LOT 302 RP	0.435	0.435		\$ -	\$ 47.00	\$ -	\$ 47.00
255	470-07203	CON STR	PT LOT 302 RP	0.442	0.442		\$ -	\$ 47.00	\$ -	\$ 47.00
256	470-07300	CON STR N	PT LOT 302 RP	0.755	0.755		\$ -	\$ 70.00	\$ -	\$ 70.00
257	470-07500	CON STR N	PT LOT 303	0.173	0.173		\$ -	\$ 26.00	\$ -	\$ 26.00
258	470-07600	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 17.00	\$ -	\$ 17.00
259	470-07800	CON STR	PT LOT 303 RP	0.113	0.113		\$ -	\$ 17.00	\$ -	\$ 17.00
260	470-07820	CON STR	PT LOT 303 RP	0.124	0.124		\$ -	\$ 19.00	\$ -	\$ 19.00
261	470-07900	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 17.00	\$ -	\$ 17.00
262	470-08000	CON STR N	PT LOT 303 RP	0.118	0.118		\$ -	\$ 17.00	\$ -	\$ 17.00
263	470-08100	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 17.00	\$ -	\$ 17.00
264	470-08200	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 17.00	\$ -	\$ 17.00
265	470-08300	CON STR N	PT LOT 303	0.120	0.120		\$ -	\$ 18.00	\$ -	\$ 18.00
266	470-08400	CON STR N	PT LOT 303	0.103	0.103		\$ -	\$ 16.00	\$ -	\$ 16.00
267	470-08500	CON STR N	PT LOT 303	0.179	0.179		\$ -	\$ 27.00	\$ -	\$ 27.00
268	470-08600	CON STR N	PT LOT 303	2.089	2.089		\$ -	\$ 146.00	\$ -	\$ 146.00
269	470-08700	CON STR N	PT LOT 303	0.404	0.404		\$ -	\$ 45.00	\$ -	\$ 45.00
Total affected Lands (Hectares)					27.549					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ -	\$ 2,390.00	\$ -	\$ 2,390.00

8) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF TECUMSEH										
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
334	440-01300	CON 6 S	PT LOT 5	9.772	9.490		\$ -	\$ 289.00	\$ -	\$ 289.00
335	440-01401	CON 6 N	PT LOT 5	13.703	12.870		\$ -	\$ 654.00	\$ -	\$ 654.00
336	440-01500	CON 6	PT LOT 6 RP	40.410	37.870		\$ -	\$ 1,923.00	\$ -	\$ 1,923.00
337	440-01600	CON 6 W	PT LOT 7	19.019	19.019		\$ -	\$ 966.00	\$ -	\$ 966.00
338	440-02100	CON 6	PT LOT 7 RP	19.521	6.070		\$ -	\$ 309.00	\$ -	\$ 309.00
339	450-01800	CON 5	PT LOT 5 RP	20.159	20.159		\$ -	\$ 1,025.00	\$ -	\$ 1,025.00
340	450-01810	CON 5	PT LOT 5 RP	35.951	35.951		\$ -	\$ 971.00	\$ -	\$ 971.00
341	450-01900	CON 5	PT LOT 6	56.109	56.109		\$ -	\$ 662.00	\$ -	\$ 662.00
342	450-02002	CON 5	PT LOT 7	0.809	0.809		\$ -	\$ 10.00	\$ -	\$ 10.00
343	450-02700	CON 5	PT LOT 7	48.026	20.740		\$ -	\$ 245.00	\$ -	\$ 245.00
344	450-02702	CON 5	PT LOT 7	36.894	19.650		\$ -	\$ 232.00	\$ -	\$ 232.00
345	450-03300	CON 5 E	PT LOT 6	9.371	9.752		\$ -	\$ 115.00	\$ -	\$ 115.00
346	450-03700	CON 5 E	PT LOT 5	28.241	28.241		\$ -	\$ 1,435.00	\$ -	\$ 1,435.00
347	470-00500	CON STR	PT LOT 302	25.373	25.373		\$ -	\$ 1,289.00	\$ -	\$ 1,289.00
348	470-00700	CON STR	PT LOT 303	39.533	39.533		\$ -	\$ 2,009.00	\$ -	\$ 2,009.00
349	470-06600	CON STR N	PT LOT 303	4.094	4.094		\$ -	\$ 208.00	\$ -	\$ 208.00
350	470-07400	CON STR S	PT LOT 302	4.706	4.706		\$ -	\$ 238.00	\$ -	\$ 238.00
351	470-08800	CON STR N	PT LOT 302	11.460	11.460	\$ -	\$ 582.00	\$ -	\$ 582.00	
Total affected Lands (Hectares)					361.897					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ -	\$ 13,162.00	\$ -	\$ 13,162.00

9) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
365	440-01220	CON 6	PT LOT 4 & 5	25.210	25.210		\$ -	\$ 768.00	\$ -	\$ 768.00
366	450-01600	CON 5 N	PT LOT 4 RP	27.565	26.360		\$ -	\$ 1,339.00	\$ -	\$ 1,339.00
367	450-02910	CON 5	PT LOT 6 RP	9.897	9.897		\$ -	\$ 117.00	\$ -	\$ 117.00
368	470-06100	CON STR N	PT LOT 303	17.191	17.191		\$ -	\$ 873.00	\$ -	\$ 873.00
369	470-06800	CON STR	PT LOT 303	2.242	2.242		\$ -	\$ 113.00	\$ -	\$ 113.00
370	470-07000	CON STR N	PT LOT 303	2.180	2.180		\$ -	\$ 111.00	\$ -	\$ 111.00
371	470-07100	CON STR N	PT LOT 303	4.850	4.850		\$ -	\$ 246.00	\$ -	\$ 246.00
Total affected Lands (Hectares)					87.931					
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ -	\$ 3,567.00	\$ -	\$ 3,567.00
TOWN OF TECUMSEH - TOTAL ASSESSMENT FOR SCHEDULE A-2 - (Sections 5, 6, 7, 8 & 9)							\$ -	\$ 23,713.00	\$ -	\$ 23,713.00
GRAND TOTAL ASSESSMENT FOR SCHEDULE A-2 (TOWN OF LASALLE & TOWN OF TECUMSEH)							\$ 4,250.00	\$ 45,750.00	\$ -	\$ 50,000.00

TOTAL LANDS AFFECTED (Hectares)	
a) Ontario Lands	2.760
b) Municipal Roads	38.412
c) Non-Agricultural Lands	246.023
d) Agricultural Lands (Grantable)	957.350
e) Agricultural Lands (Non-grantable)	141.443
Total Lands Affected:	1385.989

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

1 Hectare = 2.471 Acres

SCHEDULE A-2 - TOTAL ASSESSMENT BREAKDOWN BY MUNICIPALITY	(SECTION 22) VALUE OF BENEFIT	(SECTION 23) OUTLET LIABILITY	(SECTION 24) VALUE OF SPECIAL BENEFIT	TOTAL ASSESSMENT
TOWN OF LASALLE - TOTAL ASSESSMENT FOR SCHEDULE A-1 - (Sections 1, 2, 3, & 4)	\$ 4,250.00	\$ 22,037.00	\$ -	\$ 26,287.00
TOWN OF TECUMSEH - TOTAL ASSESSMENT FOR SCHEDULE A-1 - (Sections 5, 6, 7, 8 & 9)	\$ -	\$ 23,713.00	\$ -	\$ 23,713.00
GRAND TOTAL ASSESSMENT FOR SCHEDULE A-2 (TOWN OF LASALLE & TOWN OF TECUMSEH)	\$ 4,250.00	\$ 45,750.00	\$ -	\$ 50,000.00

SCHEDULE A-2 - ASSESSMENT BREAKDOWN BY LAND CATEGORY	TOWN OF LASALLE	TOWN OF TECUMSEH	TOTAL ASSESSMENT
ONTARIO OWNED LANDS (Section 5)	\$ -	\$ 701.00	\$ 701.00
MUNICIPAL ROADS - (Sections 1 & 6)	\$ 2,197.00	\$ 3,893.00	\$ 6,090.00
PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) - (Sections 2 & 7)	\$ 8,503.00	\$ 2,390.00	\$ 10,893.00
PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) - (Sections 3 & 8)	\$ 14,681.00	\$ 13,162.00	\$ 27,843.00
PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) - (Sections 4 & 8)	\$ 906.00	\$ 3,567.00	\$ 4,473.00
GRAND TOTAL ASSESSMENT FOR SCHEDULE A-2 (TOWN OF LASALLE & TOWN OF TECUMSEH)	\$ 26,287.00	\$ 23,713.00	\$ 50,000.00

SCHEDULE A-3
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
OF THE PART OF THE 4TH CONCESSION DRAIN
IN THE TOWN OF TECUMSEH

ASSESSMENTS IN THE TOWN OF TECUMSEH

1) ONTARIO OWNED LANDS IN THE TOWN OF TECUMSEH								
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
12	King's Highway No. 3	-	2.760	Ministry of Transportation of Ontario	\$ -	\$ 600.00	\$ -	\$ 600.00
Total Affected Lands (Hectares)			2.760					
Total Assessment on Ontario Lands					\$ -	\$ 600.00	\$ -	\$ 600.00

2) MUNICIPAL ROADS IN THE TOWN OF TECUMSEH								
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
5	Holden Road	-	3.330	Town of Tecumseh	\$ -	\$ 724.00	\$ -	\$ 724.00
6	South Talbot Road	-	3.320	Town of Tecumseh	\$ -	\$ 722.00	\$ -	\$ 722.00
7	Oldcastle Road	-	1.120	Town of Tecumseh	\$ -	\$ 244.00	\$ -	\$ 244.00
11	County Road 11 (Walker Road)	-	3.750	County of Essex	\$ -	\$ 814.00	\$ -	\$ 814.00
Total Affected Lands (Hectares)			11.520					
Total Assessment on Municipal Roads					\$ -	\$ 2,504.00	\$ -	\$ 2,504.00

3) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH									
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
220	440-01200	CON 6	PT LOT 5 RP	0.510	0.510		\$ -	\$ 27.00	\$ -
221	440-01400	CON 6 N	PT LOT 5 RP	0.456	0.456		\$ -	\$ 25.00	\$ -
222	440-01502	CON 6	PT LOT 6 RP	1.026	1.026		\$ -	\$ 76.00	\$ -
223	440-01700	CON 6 N	PT LOT 7	0.343	0.343		\$ -	\$ 35.00	\$ -
224	440-01800	CON 6 N	PT LOT 7	0.193	0.193		\$ -	\$ 25.00	\$ -
225	440-01900	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 38.00	\$ -
226	440-02000	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 38.00	\$ -
231	450-03000	CON 5 E	PT LOT 6 RP	0.561	0.561		\$ -	\$ 48.00	\$ -
232	450-03200	CON 5 E	PT LOT 6	0.211	0.211		\$ -	\$ 27.00	\$ -
233	450-03302	CON 5	PT LOT 6 RP	0.500	0.500		\$ -	\$ 44.00	\$ -
234	450-03310	CON 5	PT LOT 5 RP	0.426	0.426		\$ -	\$ 40.00	\$ -
235	450-03400	CON 5	PT LOT 5 RP	1.657	1.657		\$ 126.00	\$ 107.00	\$ -
236	450-03500	CON 5 N	PT LOT 5	0.440	0.440		\$ 100.00	\$ 41.00	\$ -
237	450-03600	CON 5	PT LOT 5	0.405	0.405		\$ -	\$ 39.00	\$ -
238	470-00300	CON STR S	PT LOT 302	0.279	0.279		\$ -	\$ 31.00	\$ -
239	470-00400	CON STR	PT LOT 302	0.323	0.323		\$ -	\$ 34.00	\$ -
241	470-00600	CON STR	PT LOT 302	0.372	0.372		\$ -	\$ 37.00	\$ -
242	470-00800	CON STR	PT LOT 303 RP	0.373	0.373		\$ -	\$ 37.00	\$ -
243	470-00900	CON STR S	PT LOT 303	0.456	0.456		\$ -	\$ 42.00	\$ -
244	470-05900	CON STR N	PT LOT 304	19.343	6.305		\$ -	\$ 309.00	\$ -
245	470-06000	CON STR N	PT LOT 304 RP	0.274	0.274		\$ -	\$ 31.00	\$ -
246	470-06200	CON STR N	PT LOT 303 RP	0.218	0.218		\$ -	\$ 27.00	\$ -
247	470-06300	CON STR N	PT LOT 303 RP	0.942	0.942		\$ -	\$ 71.00	\$ -
248	470-06400	CON STR N	PT LOT 303	0.258	0.258		\$ -	\$ 30.00	\$ -
249	470-06500	CON STR N	PT LOT 303	2.034	2.034		\$ -	\$ 123.00	\$ -
250	470-06700	CON STR	PT LOT 303	0.172	0.172		\$ -	\$ 22.00	\$ -
251	470-06900	CON STR N	PT LOT 303	0.215	0.215		\$ -	\$ 27.00	\$ -
252	470-07200	CON STR	PT LOT 302 RP	0.405	0.405		\$ -	\$ 39.00	\$ -
253	470-07201	CON STR N	PT LOT 302 RP	0.284	0.284		\$ -	\$ 31.00	\$ -
254	470-07202	CON STR	PT LOT 302 RP	0.435	0.435		\$ -	\$ 40.00	\$ -
255	470-07203	CON STR	PT LOT 302 RP	0.442	0.442		\$ -	\$ 41.00	\$ -
256	470-07300	CON STR N	PT LOT 302 RP	0.755	0.755		\$ -	\$ 60.00	\$ -
257	470-07500	CON STR N	PT LOT 303	0.173	0.173		\$ -	\$ 23.00	\$ -

3) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH (Continued)										
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
258	470-07600	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 15.00	\$ -	\$ 15.00
259	470-07800	CON STR	PT LOT 303 RP	0.113	0.113		\$ -	\$ 15.00	\$ -	\$ 15.00
260	470-07820	CON STR	PT LOT 303 RP	0.124	0.124		\$ -	\$ 16.00	\$ -	\$ 16.00
261	470-07900	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 15.00	\$ -	\$ 15.00
262	470-08000	CON STR N	PT LOT 303 RP	0.118	0.118		\$ -	\$ 15.00	\$ -	\$ 15.00
263	470-08100	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 15.00	\$ -	\$ 15.00
264	470-08200	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 16.00	\$ -	\$ 16.00
265	470-08300	CON STR N	PT LOT 303	0.120	0.120		\$ -	\$ 16.00	\$ -	\$ 16.00
266	470-08400	CON STR N	PT LOT 303	0.103	0.103		\$ -	\$ 13.00	\$ -	\$ 13.00
267	470-08500	CON STR N	PT LOT 303	0.179	0.179		\$ -	\$ 23.00	\$ -	\$ 23.00
268	470-08600	CON STR N	PT LOT 303	2.089	2.089		\$ -	\$ 126.00	\$ -	\$ 126.00
269	470-08700	CON STR N	PT LOT 303	0.404	0.404		\$ -	\$ 39.00	\$ -	\$ 39.00
Total affected Lands (Hectares)					25.950					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ 226.00	\$ 1,989.00	\$ -	\$ 2,215.00

4) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF TECUMSEH										
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
334	440-01300	CON 6 S	PT LOT 5	9.772	9.490		\$ -	\$ 248.00	\$ -	\$ 248.00
335	440-01401	CON 6 N	PT LOT 5	13.703	12.870		\$ -	\$ 560.00	\$ -	\$ 560.00
336	440-01500	CON 6	PT LOT 6 RP	40.410	37.870		\$ -	\$ 1,648.00	\$ -	\$ 1,648.00
337	440-01600	CON 6 W	PT LOT 7	19.019	19.019		\$ -	\$ 827.00	\$ -	\$ 827.00
338	440-02100	CON 6	PT LOT 7 RP	19.521	6.070		\$ -	\$ 264.00	\$ -	\$ 264.00
339	450-01800	CON 5	PT LOT 5 RP	20.159	20.159		\$ 980.00	\$ 439.00	\$ -	\$ 1,419.00
340	450-01810	CON 5	PT LOT 5 RP	35.951	35.951		\$ 845.00	\$ 250.00	\$ -	\$ 1,095.00
346	450-03700	CON 5 E	PT LOT 5	28.241	28.241		\$ 1,098.00	\$ 983.00	\$ -	\$ 2,081.00
347	470-00500	CON STR	PT LOT 302	25.373	25.373		\$ -	\$ 1,104.00	\$ -	\$ 1,104.00
348	470-00700	CON STR	PT LOT 303	39.533	39.533		\$ -	\$ 1,720.00	\$ -	\$ 1,720.00
349	470-06600	CON STR N	PT LOT 303	4.094	4.094		\$ -	\$ 178.00	\$ -	\$ 178.00
350	470-07400	CON STR S	PT LOT 302	4.706	4.706		\$ -	\$ 205.00	\$ -	\$ 205.00
351	470-08800	CON STR N	PT LOT 302	11.460	11.460		\$ -	\$ 499.00	\$ -	\$ 499.00
Total affected Lands (Hectares)					254.836					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ 2,923.00	\$ 8,925.00	\$ -	\$ 11,848.00

5) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
365	440-01220	CON 6	PT LOT 4 & 5	25.210	25.210		\$ -	\$ 658.00	\$ -	\$ 658.00
366	450-01600	CON 5 N	PT LOT 4 RP	27.565	26.360		\$ 851.00	\$ 172.00	\$ -	\$ 1,023.00
368	470-06100	CON STR N	PT LOT 303	17.191	17.191		\$ -	\$ 748.00	\$ -	\$ 748.00
369	470-06800	CON STR	PT LOT 303	2.242	2.242		\$ -	\$ 98.00	\$ -	\$ 98.00
370	470-07000	CON STR N	PT LOT 303	2.180	2.180		\$ -	\$ 95.00	\$ -	\$ 95.00
371	470-07100	CON STR N	PT LOT 303	4.850	4.850		\$ -	\$ 211.00	\$ -	\$ 211.00
Total affected Lands (Hectares)					78.033					
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ 851.00	\$ 1,982.00	\$ -	\$ 2,833.00

TOWN OF TECUMSEH - TOTAL ASSESSMENT FOR SCHEDULE A-3 - (Sections 1, 2, 3, 4 & 5)	\$ 4,000.00	\$ 16,000.00	\$ -	\$ 20,000.00
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TOTAL LANDS AFFECTED (Ha)	
a) Ontario Owned Lands	2.760
b) Municipal Roads	11.520
c) Non-Agricultural Lands	25.950
d) Agricultural Lands (Grantable)	254.836
e) Agricultural Lands (Non-grantable)	78.033
Total Lands Affected:	373.100

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

1 Hectare = 2.471 Acres

SCHEDULE A-4
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE OF CULVERTS
ON THE 4TH CONCESSION DRAIN
IN THE TOWN OF LASALLE

ASSESSMENTS IN THE TOWN OF LASALLE

1) MUNICIPAL ROADS IN THE TOWN OF LASALLE								
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
3	Broderick Road	-	5.488	Town of Lasalle	\$ -	\$ 1,334.00	\$ -	\$ 1,334.00
4	Eighth Concession Road	-	1.012	Town of Lasalle	\$ -	\$ 246.00	\$ -	\$ 246.00
8	County Road 7 (Huron Church Line Road)	-	4.380	County of Essex	\$ -	\$ 1,064.00	\$ -	\$ 1,064.00
Total Affected Lands (Hectares)			10.880					
Total Assessment on Municipal Roads					\$ -	\$ 2,644.00	\$ -	\$ 2,644.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE										
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
68	270-02200	CON 3	PT LOT 7	4.265	4.265		\$ -	\$ 246.00	\$ -	\$ 246.00
71	270-02300	CON 3	PT LOT 7	1.858	1.858		\$ -	\$ 129.00	\$ -	\$ 129.00
72	270-02400	CON 3	PT LOT 7	1.854	1.854		\$ -	\$ 129.00	\$ -	\$ 129.00
73	270-02500	CON 3	PT LOT 7	2.451	2.451		\$ -	\$ 158.00	\$ -	\$ 158.00
77	270-03100	CON 3	PT LOT 6	2.489	2.489		\$ -	\$ 160.00	\$ -	\$ 160.00
78	270-03200	CON 3	PT LOT 6	1.356	1.356		\$ -	\$ 105.00	\$ -	\$ 105.00
79	270-03300	CON 3	PT LOT 6	1.205	1.205		\$ -	\$ 97.00	\$ -	\$ 97.00
80	270-03350	CON 3	PT LOT 6	1.816	1.816		\$ -	\$ 127.00	\$ -	\$ 127.00
81	270-03370	CON 3	PT LOT 6	1.816	1.816		\$ -	\$ 127.00	\$ -	\$ 127.00
90	270-04500	CON 3	PT LOT 6	0.255	0.255		\$ -	\$ 33.00	\$ -	\$ 33.00
91	270-04700	CON 3	PT LOT 6	2.382	2.382		\$ -	\$ 155.00	\$ -	\$ 155.00
92	270-04740	CON 3	PT LOT 6	10.483	10.483		\$ -	\$ 255.00	\$ -	\$ 255.00
93	270-04750	CON 3	PT LOT 6	3.639	3.639		\$ -	\$ 216.00	\$ -	\$ 216.00
94	270-04800	CON 3	PT LOT 6	0.186	0.186		\$ -	\$ 27.00	\$ -	\$ 27.00
95	270-05000	CON 3	PT LOT 6	0.139	0.139		\$ -	\$ 20.00	\$ -	\$ 20.00
96	270-05100	CON 3	PT LOT 6	0.139	0.139		\$ -	\$ 20.00	\$ -	\$ 20.00
97	270-05300	CON 3	PT LOT 6	0.748	0.748		\$ -	\$ 66.00	\$ -	\$ 66.00
98	270-05400	CON 3	PT LOT 6	0.256	0.256		\$ -	\$ 33.00	\$ -	\$ 33.00
99	270-05600	CON 3 N	PT LOT 7	0.383	0.383		\$ -	\$ 42.00	\$ -	\$ 42.00
100	270-05700	CON 3 N	PT LOT 7	0.421	0.421		\$ -	\$ 44.00	\$ -	\$ 44.00
101	270-05800	CON 3	PT LOT 7	1.047	1.047		\$ -	\$ 87.00	\$ -	\$ 87.00
102	270-05850	CON 3	PT LOT 7	0.513	0.513		\$ -	\$ 50.00	\$ -	\$ 50.00
103	270-05900	CON 3	PT LOT 7	0.513	0.513		\$ -	\$ 50.00	\$ -	\$ 50.00
104	270-06000	CON 3	PT LOT 7	0.810	0.810		\$ -	\$ 71.00	\$ -	\$ 71.00
105	270-06050	CON 3	PT LOT 7	0.195	0.195		\$ -	\$ 28.00	\$ -	\$ 28.00
106	270-06200	CON 3	PT LOT 7	0.158	0.158		\$ -	\$ 23.00	\$ -	\$ 23.00
107	270-06300	CON 3	PT LOT 7	0.275	0.275		\$ -	\$ 34.00	\$ -	\$ 34.00
108	270-06400	CON 3	PT LOT 7	0.279	0.279		\$ -	\$ 35.00	\$ -	\$ 35.00
109	270-06450	CON 3	PT LOT 7	0.188	0.188		\$ -	\$ 27.00	\$ -	\$ 27.00
110	270-06500	CON 3	PT LOT 8	0.118	0.118		\$ -	\$ 17.00	\$ -	\$ 17.00
111	270-06600	CON 3	PT LOT 8	0.105	0.105		\$ -	\$ 15.00	\$ -	\$ 15.00
112	270-06800	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 20.00	\$ -	\$ 20.00
113	270-06900	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 20.00	\$ -	\$ 20.00
114	270-07000	CON 3	PT LOT 8	0.139	0.139		\$ -	\$ 20.00	\$ -	\$ 20.00
115	270-07120	CON 3	PT LOT 8	0.724	0.724		\$ -	\$ 65.00	\$ -	\$ 65.00
116	270-07150	CON 3	PT LOT 8	0.805	0.805		\$ -	\$ 70.00	\$ -	\$ 70.00
117	270-07200	CON 3	PT LOT 8	0.406	0.406		\$ -	\$ 43.00	\$ -	\$ 43.00
118	270-07250	CON 3	PT LOT 8	0.405	0.405		\$ -	\$ 43.00	\$ -	\$ 43.00
119	270-07300	CON 3	PT LOT 8	3.979	3.979		\$ -	\$ 232.00	\$ -	\$ 232.00
120	270-07400	CON 3	PT LOT 8	0.807	0.526		\$ -	\$ 51.00	\$ -	\$ 51.00
121	270-07450	CON 3	PT LOT 8	1.213	1.213		\$ -	\$ 98.00	\$ -	\$ 98.00
122	280-01800	CON 4	PT LOT 8	0.394	0.394		\$ -	\$ 42.00	\$ -	\$ 42.00
123	280-01900	CON 4	PT LOT 8	0.415	0.415		\$ -	\$ 44.00	\$ -	\$ 44.00
124	280-02000	CON 4	PT LOT 8	0.357	0.357		\$ -	\$ 40.00	\$ -	\$ 40.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)

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
125	280-02100	CON 4	PT LOT 8	0.443	0.443		\$ -	\$ 46.00	\$ -	\$ 46.00
126	280-02200	CON 4	PT LOT 8	0.416	0.416		\$ -	\$ 44.00	\$ -	\$ 44.00
127	280-02300	CON 4	PT LOT 7	0.369	0.369		\$ -	\$ 41.00	\$ -	\$ 41.00
128	280-02400	CON 4	PT LOT 7	0.242	0.242		\$ -	\$ 32.00	\$ -	\$ 32.00
129	280-02600	CON 4	PT LOT 7	0.134	0.134		\$ -	\$ 20.00	\$ -	\$ 20.00
130	280-02700	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 31.00	\$ -	\$ 31.00
131	280-02800	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 31.00	\$ -	\$ 31.00
132	280-02900	CON 4	PT LOT 7	0.220	0.220		\$ -	\$ 31.00	\$ -	\$ 31.00
133	280-03000	CON 4	PT LOT 7	0.744	0.744		\$ -	\$ 66.00	\$ -	\$ 66.00
134	280-03100	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 27.00	\$ -	\$ 27.00
135	280-03110	CON 4	PT LOT 7	0.229	0.229		\$ -	\$ 31.00	\$ -	\$ 31.00
136	280-03410	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 27.00	\$ -	\$ 27.00
137	280-03420	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 27.00	\$ -	\$ 27.00
138	280-03430	CON 4	PT LOT 7	0.186	0.186		\$ -	\$ 27.00	\$ -	\$ 27.00
139	280-03600	CON 4	PT LOT 6	0.140	0.140		\$ -	\$ 20.00	\$ -	\$ 20.00
140	280-03650	CON 4	PT LOT 6	0.284	0.284		\$ -	\$ 35.00	\$ -	\$ 35.00
141	280-03700	CON 4	PT LOT 6	0.140	0.140		\$ -	\$ 20.00	\$ -	\$ 20.00
142	280-03800	CON 4	PT LOT 6	0.588	0.588		\$ -	\$ 56.00	\$ -	\$ 56.00
143	280-03900	CON 4	PT LOT 6	1.249	1.249		\$ -	\$ 100.00	\$ -	\$ 100.00
144	280-04000	CON 4	PT LOT 6	0.187	0.187		\$ -	\$ 27.00	\$ -	\$ 27.00
145	280-04100	CON 4	PT LOT 5	0.187	0.187		\$ -	\$ 27.00	\$ -	\$ 27.00
146	280-04200	CON 4	PT LOT 5	0.186	0.186		\$ -	\$ 27.00	\$ -	\$ 27.00
147	280-04300	CON 4	PT LOT 5	1.220	1.220		\$ -	\$ 98.00	\$ -	\$ 98.00
148	280-04400	CON 4	PT LOT 5	0.814	0.814		\$ -	\$ 71.00	\$ -	\$ 71.00
149	280-04500	CON 4	PT LOT 5	0.814	0.814		\$ -	\$ 71.00	\$ -	\$ 71.00
176	280-10100	CON 4	PT LOT 5	0.781	0.781		\$ -	\$ 69.00	\$ -	\$ 69.00
177	280-10200	CON 4	PT LOT 5	0.822	0.822		\$ -	\$ 71.00	\$ -	\$ 71.00
178	280-10300	CON 4	PT LOT 5 & 6	0.786	0.786		\$ -	\$ 69.00	\$ -	\$ 69.00
179	280-10400	CON 4	PT LOT 6	0.807	0.807		\$ -	\$ 70.00	\$ -	\$ 70.00
180	280-10500	CON 4	PT LOT 5 & 6	6.332	6.332		\$ -	\$ 347.00	\$ -	\$ 347.00
181	280-10600	CON 4	PT LOT 6	0.809	0.809		\$ -	\$ 71.00	\$ -	\$ 71.00
182	280-10610	CON 4	PT LOT 6	0.888	0.888		\$ -	\$ 76.00	\$ -	\$ 76.00
183	280-10620	CON 4	PT LOT 6	0.809	0.809		\$ -	\$ 71.00	\$ -	\$ 71.00
184	280-10900	CON 8	PT LOT 1	0.823	0.823		\$ -	\$ 72.00	\$ -	\$ 72.00
185	280-11000	CON 8	PT LOT 1	0.747	0.747		\$ -	\$ 66.00	\$ -	\$ 66.00
186	280-11100	CON 8	PT LOT 1	0.901	0.901		\$ -	\$ 77.00	\$ -	\$ 77.00
187	280-11200	CON 8	PT LOT 1	0.797	0.797		\$ -	\$ 70.00	\$ -	\$ 70.00
188	280-11400	CON 8	PT LOT 1	0.953	0.953		\$ -	\$ 80.00	\$ -	\$ 80.00
189	280-11500	CON 8	PT LOT 1	0.962	0.962		\$ -	\$ 81.00	\$ -	\$ 81.00
190	280-11600	CON 8	PT LOT 1	1.082	1.082		\$ -	\$ 89.00	\$ -	\$ 89.00
191	280-11700	CON 8	PT LOT 1	1.202	1.202		\$ -	\$ 97.00	\$ -	\$ 97.00
192	280-11800	CON 8	PT LOT 1	0.938	0.938		\$ -	\$ 79.00	\$ -	\$ 79.00
193	280-11900	CON 8	PT LOT 1	1.279	1.279		\$ -	\$ 101.00	\$ -	\$ 101.00
194	280-12000	CON 8	PT LOT 1	0.721	0.721		\$ -	\$ 65.00	\$ -	\$ 65.00
195	280-12050	CON 8	PT LOT 1	0.611	0.611		\$ -	\$ 57.00	\$ -	\$ 57.00
196	280-12100	CON 8	PT LOT 1	1.326	1.326		\$ -	\$ 103.00	\$ -	\$ 103.00
197	280-12200	CON 8	PT LOT 1	1.260	1.260		\$ -	\$ 100.00	\$ -	\$ 100.00
198	280-12400	CON 8	PT LOT 1	0.852	0.852		\$ -	\$ 73.00	\$ -	\$ 73.00
199	280-12500	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 71.00	\$ -	\$ 71.00
200	280-12600	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 71.00	\$ -	\$ 71.00
201	280-12700	CON 8	PT LOT 1	0.815	0.815		\$ -	\$ 71.00	\$ -	\$ 71.00
202	280-12800	CON 8	PT LOT 1	0.816	0.816		\$ -	\$ 71.00	\$ -	\$ 71.00
203	280-12900	CON 8	PT LOT 1	0.937	0.937		\$ -	\$ 79.00	\$ -	\$ 79.00
204	280-13000	CON 8	PT LOT 1	1.054	1.054		\$ -	\$ 87.00	\$ -	\$ 87.00
205	280-13100	CON 8	PT LOT 1	0.820	0.820		\$ -	\$ 71.00	\$ -	\$ 71.00
206	280-13200	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 71.00	\$ -	\$ 71.00
207	280-13300	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 71.00	\$ -	\$ 71.00
208	280-13400	CON 8	PT LOT 1	0.821	0.821		\$ -	\$ 71.00	\$ -	\$ 71.00
209	280-13500	CON 8	PT LOT 1	0.822	0.822		\$ -	\$ 71.00	\$ -	\$ 71.00
210	280-13600	CON 8	PT LOT 1	0.822	0.822		\$ -	\$ 71.00	\$ -	\$ 71.00
211	280-13700	CON 8	PT LOT 1	0.820	0.820		\$ -	\$ 71.00	\$ -	\$ 71.00
212	280-13800	CON 8	PT LOT 1	1.055	1.055		\$ -	\$ 87.00	\$ -	\$ 87.00
213	280-13820	CON 4	PT LOT 6	0.921	0.921		\$ -	\$ 78.00	\$ -	\$ 78.00
214	280-14000	CON 4	PT LOT 6	3.984	3.984		\$ -	\$ 233.00	\$ -	\$ 233.00

2) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE (Continued)										
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
215	280-14050	CON 4	PT LOT 6	0.446	0.446		\$ -	\$ 46.00	\$ -	\$ 46.00
216	280-14200	CON 4	PT LOT 7	2.740	1.390		\$ -	\$ 106.00	\$ -	\$ 106.00
217	280-14800	CON 4	PT LOT 8	8.402	5.990		\$ -	\$ 330.00	\$ -	\$ 330.00
Total affected Lands (Hectares)					113.068					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ -	\$ 8,328.00	\$ -	\$ 8,328.00

3) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF LASALLE										
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
294	270-02600	CON 3	PT LOT 7	4.426	4.426		\$ -	\$ 215.00	\$ -	\$ 215.00
295	270-02900	CON 3	PT LOT 6	6.697	6.697		\$ -	\$ 325.00	\$ -	\$ 325.00
299	270-04400	CON 3	PT LOT 5	4.602	4.602		\$ -	\$ 224.00	\$ -	\$ 224.00
300	270-04600	CON 3	PT LOT 6	10.648	10.648		\$ -	\$ 517.00	\$ -	\$ 517.00
301	270-04900	CON 3	PT LOT 6	11.936	11.936		\$ -	\$ 580.00	\$ -	\$ 580.00
302	270-05200	CON 3	PT LOT 6	10.470	10.470		\$ -	\$ 509.00	\$ -	\$ 509.00
303	270-05500	CON 3	PT LOT 6	4.284	4.284		\$ -	\$ 208.00	\$ -	\$ 208.00
304	270-06100	CON 3	PT LOT 7	58.044	58.044		\$ -	\$ 2,821.00	\$ -	\$ 2,821.00
305	270-07050	CON 3	PT LOT 8	7.057	7.057		\$ -	\$ 343.00	\$ -	\$ 343.00
306	280-00108	CON 4	PT LOT 6	5.791	5.791		\$ -	\$ 281.00	\$ -	\$ 281.00
307	280-00500	CON 4	PT LOT 8	8.382	5.900		\$ -	\$ 287.00	\$ -	\$ 287.00
308	280-00600	CON 4	PT LOT 8	9.415	6.190		\$ -	\$ 301.00	\$ -	\$ 301.00
309	280-01000	CON 4	PT LOT 8	8.229	6.360		\$ -	\$ 309.00	\$ -	\$ 309.00
310	280-01200	CON 4	PT LOT 8	5.924	3.536		\$ -	\$ 172.00	\$ -	\$ 172.00
311	280-01600	CON 4	PT LOT 8	6.898	5.525		\$ -	\$ 269.00	\$ -	\$ 269.00
312	280-01700	CON 4	PT LOT 8	5.261	5.261		\$ -	\$ 256.00	\$ -	\$ 256.00
313	280-02500	CON 4	PT LOT 7	5.014	5.014		\$ -	\$ 244.00	\$ -	\$ 244.00
314	280-03200	CON 4	PT LOT 7	8.036	8.036		\$ -	\$ 391.00	\$ -	\$ 391.00
315	280-03300	CON 4	PT LOT 7	10.565	10.565		\$ -	\$ 513.00	\$ -	\$ 513.00
316	280-03400	CON 4	PT LOT 7	9.307	9.307		\$ -	\$ 452.00	\$ -	\$ 452.00
317	280-03500	CON 4	PT LOT 6	47.002	47.002		\$ -	\$ 2,284.00	\$ -	\$ 2,284.00
318	280-04110	CON 4	PT LOT 5	6.955	6.955		\$ -	\$ 338.00	\$ -	\$ 338.00
319	280-04800	CON 4	PT LOT 5	8.303	8.303		\$ -	\$ 404.00	\$ -	\$ 404.00
325	280-10000	CON 4	PT LOT 4 & 5	15.772	15.772		\$ -	\$ 767.00	\$ -	\$ 767.00
326	280-10700	CON 4	PT LOT 6	0.812	0.812		\$ -	\$ 39.00	\$ -	\$ 39.00
327	280-14100	CON 4	PT LOT 7	17.074	16.360		\$ -	\$ 795.00	\$ -	\$ 795.00
328	280-14500	CON 4	PT LOT 7	9.115	8.640		\$ -	\$ 420.00	\$ -	\$ 420.00
329	280-14700	CON 4	PT LOT 7	14.474	13.085		\$ -	\$ 636.00	\$ -	\$ 636.00
330	280-14850	CON 4	PT LOT 8	1.515	1.010		\$ -	\$ 49.00	\$ -	\$ 49.00
331	280-14900	CON 4	PT LOT 8	2.191	1.260		\$ -	\$ 61.00	\$ -	\$ 61.00
Total affected Lands (Hectares)					308.849					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ -	\$ 15,010.00	\$ -	\$ 15,010.00

4) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF LASALLE										
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
361	280-00900	CON 4	PT LOT 8	10.132	6.386		\$ -	\$ 310.00	\$ -	\$ 310.00
362	280-10800	CON 4	PT LOT 6	6.740	6.740		\$ -	\$ 328.00	\$ -	\$ 328.00
Total affected Lands (Hectares)					13.126					
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ -	\$ 638.00	\$ -	\$ 638.00

TOWN OF LASALLE - TOTAL ASSESSMENT FOR SCHEDULE A-4 - (Sections 1, 2, 3, & 4)							\$ -	\$ 26,620.00	\$ -	\$ 26,620.00
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ASSESSMENTS IN THE TOWN OF TECUMSEH

5) ONTARIO OWNED LANDS IN THE TOWN OF TECUMSEH								
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
12	King's Highway No. 3	-	2.760	Ministry of Transportation of Ontario	\$ -	\$ 671.00	\$ -	\$ 671.00
Total Affected Lands (Hectares)			2.760					
Total Assessment on Ontario Owned Lands					\$ -	\$ 671.00	\$ -	\$ 671.00

6) MUNICIPAL ROADS IN THE TOWN OF TECUMSEH								
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
5	Holden Road	-	3.330	Town of Tecumseh	\$ -	\$ 809.00	\$ -	\$ 809.00
6	South Talbot Road	-	3.320	Town of Tecumseh	\$ -	\$ 807.00	\$ -	\$ 807.00
7	Oldcastle Road	-	1.120	Town of Tecumseh	\$ -	\$ 272.00	\$ -	\$ 272.00
10	County Road 9 (Howard Avenue)	-	5.846	County of Essex	\$ -	\$ 1,432.00	\$ -	\$ 1,432.00
11	County Road 11 (Walker Road)	-	3.750	County of Essex	\$ -	\$ 911.00	\$ -	\$ 911.00
Total Affected Lands (Hectares)			17.366					
Total Assessment on Municipal Roads					\$ -	\$ 4,231.00	\$ -	\$ 4,231.00

7) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
220	440-01200	CON 6	PT LOT 5 RP	0.510	0.510		\$ -	\$ 50.00	\$ -	\$ 50.00
221	440-01400	CON 6 N	PT LOT 5 RP	0.456	0.456		\$ -	\$ 47.00	\$ -	\$ 47.00
222	440-01502	CON 6	PT LOT 6 RP	1.026	1.026		\$ -	\$ 85.00	\$ -	\$ 85.00
223	440-01700	CON 6 N	PT LOT 7	0.343	0.343		\$ -	\$ 39.00	\$ -	\$ 39.00
224	440-01800	CON 6 N	PT LOT 7	0.193	0.193		\$ -	\$ 28.00	\$ -	\$ 28.00
225	440-01900	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 42.00	\$ -	\$ 42.00
226	440-02000	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 42.00	\$ -	\$ 42.00
227	450-01500	CON 5 N	PT LOT 4 RP	0.167	0.167		\$ -	\$ 24.00	\$ -	\$ 24.00
228	450-01700	CON 5 N	PT LOT 4 RP	0.137	0.137		\$ -	\$ 20.00	\$ -	\$ 20.00
231	450-03000	CON 5 E	PT LOT 6 RP	0.561	0.561		\$ -	\$ 54.00	\$ -	\$ 54.00
232	450-03200	CON 5 E	PT LOT 6	0.211	0.211		\$ -	\$ 30.00	\$ -	\$ 30.00
233	450-03302	CON 5	PT LOT 6 RP	0.500	0.500		\$ -	\$ 50.00	\$ -	\$ 50.00
234	450-03310	CON 5	PT LOT 5 RP	0.426	0.426		\$ -	\$ 45.00	\$ -	\$ 45.00
235	450-03400	CON 5	PT LOT 5 RP	1.657	1.657		\$ -	\$ 119.00	\$ -	\$ 119.00
236	450-03500	CON 5 N	PT LOT 5	0.440	0.440		\$ -	\$ 45.00	\$ -	\$ 45.00
237	450-03600	CON 5	PT LOT 5	0.405	0.405		\$ -	\$ 43.00	\$ -	\$ 43.00
238	470-00300	CON STR S	PT LOT 302	0.279	0.279		\$ -	\$ 35.00	\$ -	\$ 35.00
239	470-00400	CON STR	PT LOT 302	0.323	0.323		\$ -	\$ 38.00	\$ -	\$ 38.00
241	470-00600	CON STR	PT LOT 302	0.372	0.372		\$ -	\$ 41.00	\$ -	\$ 41.00
242	470-00800	CON STR	PT LOT 303 RP	0.373	0.373		\$ -	\$ 41.00	\$ -	\$ 41.00
243	470-00900	CON STR S	PT LOT 303	0.456	0.456		\$ -	\$ 47.00	\$ -	\$ 47.00
244	470-05900	CON STR N	PT LOT 304	19.343	6.305		\$ -	\$ 345.00	\$ -	\$ 345.00
245	470-06000	CON STR N	PT LOT 304 RP	0.274	0.274		\$ -	\$ 34.00	\$ -	\$ 34.00
246	470-06200	CON STR N	PT LOT 303 RP	0.218	0.218		\$ -	\$ 30.00	\$ -	\$ 30.00
247	470-06300	CON STR N	PT LOT 303 RP	0.942	0.942		\$ -	\$ 80.00	\$ -	\$ 80.00
248	470-06400	CON STR N	PT LOT 303	0.258	0.258		\$ -	\$ 33.00	\$ -	\$ 33.00
249	470-06500	CON STR N	PT LOT 303	2.034	2.034		\$ -	\$ 138.00	\$ -	\$ 138.00
250	470-06700	CON STR	PT LOT 303	0.172	0.172		\$ -	\$ 25.00	\$ -	\$ 25.00
251	470-06900	CON STR N	PT LOT 303	0.215	0.215		\$ -	\$ 30.00	\$ -	\$ 30.00
252	470-07200	CON STR	PT LOT 302 RP	0.405	0.405		\$ -	\$ 43.00	\$ -	\$ 43.00
253	470-07201	CON STR N	PT LOT 302 RP	0.284	0.284		\$ -	\$ 35.00	\$ -	\$ 35.00
254	470-07202	CON STR	PT LOT 302 RP	0.435	0.435		\$ -	\$ 45.00	\$ -	\$ 45.00
255	470-07203	CON STR	PT LOT 302 RP	0.442	0.442		\$ -	\$ 46.00	\$ -	\$ 46.00
256	470-07300	CON STR N	PT LOT 302 RP	0.755	0.755		\$ -	\$ 67.00	\$ -	\$ 67.00
257	470-07500	CON STR N	PT LOT 303	0.173	0.173		\$ -	\$ 25.00	\$ -	\$ 25.00
258	470-07600	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 17.00	\$ -	\$ 17.00
259	470-07800	CON STR	PT LOT 303 RP	0.113	0.113		\$ -	\$ 17.00	\$ -	\$ 17.00
260	470-07820	CON STR	PT LOT 303 RP	0.124	0.124		\$ -	\$ 18.00	\$ -	\$ 18.00

7) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH (Continued)										
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
261	470-07900	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 17.00	\$ -	\$ 17.00
262	470-08000	CON STR N	PT LOT 303 RP	0.118	0.118		\$ -	\$ 17.00	\$ -	\$ 17.00
263	470-08100	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 17.00	\$ -	\$ 17.00
264	470-08200	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 17.00	\$ -	\$ 17.00
265	470-08300	CON STR N	PT LOT 303	0.120	0.120		\$ -	\$ 17.00	\$ -	\$ 17.00
266	470-08400	CON STR N	PT LOT 303	0.103	0.103		\$ -	\$ 15.00	\$ -	\$ 15.00
267	470-08500	CON STR N	PT LOT 303	0.179	0.179		\$ -	\$ 26.00	\$ -	\$ 26.00
268	470-08600	CON STR N	PT LOT 303	2.089	2.089		\$ -	\$ 140.00	\$ -	\$ 140.00
269	470-08700	CON STR N	PT LOT 303	0.404	0.404		\$ -	\$ 43.00	\$ -	\$ 43.00
Total affected Lands (Hectares)					26.254					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ -	\$ 2,302.00	\$ -	\$ 2,302.00

8) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF TECUMSEH										
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
334	440-01300	CON 6 S	PT LOT 5	9.772	9.490		\$ -	\$ 461.00	\$ -	\$ 461.00
335	440-01401	CON 6 N	PT LOT 5	13.703	12.870		\$ -	\$ 625.00	\$ -	\$ 625.00
336	440-01500	CON 6	PT LOT 6 RP	40.410	37.870		\$ -	\$ 1,840.00	\$ -	\$ 1,840.00
337	440-01600	CON 6 W	PT LOT 7	19.019	19.019		\$ -	\$ 924.00	\$ -	\$ 924.00
338	440-02100	CON 6	PT LOT 7 RP	19.521	6.070		\$ -	\$ 295.00	\$ -	\$ 295.00
339	450-01800	CON 5	PT LOT 5 RP	20.159	20.159		\$ -	\$ 980.00	\$ -	\$ 980.00
340	450-01810	CON 5	PT LOT 5 RP	35.951	35.951		\$ -	\$ 1,747.00	\$ -	\$ 1,747.00
346	450-03700	CON 5 E	PT LOT 5	28.241	28.241		\$ -	\$ 1,373.00	\$ -	\$ 1,373.00
347	470-00500	CON STR	PT LOT 302	25.373	25.373		\$ -	\$ 1,233.00	\$ -	\$ 1,233.00
348	470-00700	CON STR	PT LOT 303	39.533	39.533		\$ -	\$ 1,921.00	\$ -	\$ 1,921.00
349	470-06600	CON STR N	PT LOT 303	4.094	4.094		\$ -	\$ 199.00	\$ -	\$ 199.00
350	470-07400	CON STR S	PT LOT 302	4.706	4.706		\$ -	\$ 229.00	\$ -	\$ 229.00
351	470-08800	CON STR N	PT LOT 302	11.460	11.460		\$ -	\$ 557.00	\$ -	\$ 557.00
Total affected Lands (Hectares)					254.836					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ -	\$ 12,384.00	\$ -	\$ 12,384.00

9) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
365	440-01220	CON 6	PT LOT 4 & 5	25.210	25.210		\$ -	\$ 1,225.00	\$ -	\$ 1,225.00
366	450-01600	CON 5 N	PT LOT 4 RP	27.565	26.360		\$ -	\$ 1,281.00	\$ -	\$ 1,281.00
368	470-06100	CON STR N	PT LOT 303	17.191	17.191		\$ -	\$ 835.00	\$ -	\$ 835.00
369	470-06800	CON STR	PT LOT 303	2.242	2.242		\$ -	\$ 109.00	\$ -	\$ 109.00
370	470-07000	CON STR N	PT LOT 303	2.180	2.180		\$ -	\$ 106.00	\$ -	\$ 106.00
371	470-07100	CON STR N	PT LOT 303	4.850	4.850		\$ -	\$ 236.00	\$ -	\$ 236.00
Total affected Lands (Hectares)					78.033					
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ -	\$ 3,792.00	\$ -	\$ 3,792.00

TOWN OF TECUMSEH - TOTAL ASSESSMENT FOR SCHEDULE A-4 - (Sections 5, 6, 7, 8 & 9)	\$ -	\$ 23,380.00	\$ -	\$ 23,380.00
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GRAND TOTAL ASSESSMENT FOR SCHEDULE A-4 (TOWN of LASALLE & TOWN OF TECUMSEH)	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
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TOTAL LANDS AFFECTED (Ha)	
a) Ontario Owned Lands	2.760
b) Municipal Roads	28.246
c) Non-Agricultural Lands	139.321
d) Agricultural Lands (Grantable)	563.685
e) Agricultural Lands (Non-grantable)	91.159
Total Lands Affected:	825.171

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

1 Hectare = 2.471 Acres

SCHEDULE A-5
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE OF CULVERTS
ON THE 4TH CONCESSION DRAIN
IN THE TOWN OF TECUMSEH

ASSESSMENTS IN THE TOWN OF TECUMSEH

1) ONTARIO OWNED LANDS IN THE TOWN OF TECUMSEH								
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
12	King's Highway No. 3	-	2.760	Ministry of Transportation of Ontario	\$ -	\$ 1,217.00	\$ -	\$ 1,217.00
		Total Affected Lands (Hectares)	2.760					
Total Assessment on Municipal Roads					\$ -	\$ 1,217.00	\$ -	\$ 1,217.00

2) MUNICIPAL ROADS IN THE TOWN OF TECUMSEH								
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
5	Holden Road	-	3.330	Town of Tecumseh	\$ -	\$ 1,469.00	\$ -	\$ 1,469.00
6	South Talbot Road	-	3.320	Town of Tecumseh	\$ -	\$ 1,465.00	\$ -	\$ 1,465.00
7	Oldcastle Road	-	1.120	Town of Tecumseh	\$ -	\$ 494.00	\$ -	\$ 494.00
11	County Road 11 (Walker Road)	-	3.750	County of Essex	\$ -	\$ 1,653.00	\$ -	\$ 1,653.00
		Total Affected Lands (Hectares)	11.520					
Total Assessment on Municipal Roads					\$ -	\$ 5,081.00	\$ -	\$ 5,081.00

3) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
220	440-01200	CON 6	PT LOT 5 RP	0.510	0.510		\$ -	\$ 91.00	\$ -	\$ 91.00
221	440-01400	CON 6 N	PT LOT 5 RP	0.456	0.456		\$ -	\$ 85.00	\$ -	\$ 85.00
222	440-01502	CON 6	PT LOT 6 RP	1.026	1.026		\$ -	\$ 155.00	\$ -	\$ 155.00
223	440-01700	CON 6 N	PT LOT 7	0.343	0.343		\$ -	\$ 71.00	\$ -	\$ 71.00
224	440-01800	CON 6 N	PT LOT 7	0.193	0.193		\$ -	\$ 51.00	\$ -	\$ 51.00
225	440-01900	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 77.00	\$ -	\$ 77.00
226	440-02000	CON 6 N	PT LOT 7	0.392	0.392		\$ -	\$ 77.00	\$ -	\$ 77.00
231	450-03000	CON 5 E	PT LOT 6 RP	0.561	0.561		\$ -	\$ 97.00	\$ -	\$ 97.00
232	450-03200	CON 5 E	PT LOT 6	0.211	0.211		\$ -	\$ 54.00	\$ -	\$ 54.00
233	450-03302	CON 5	PT LOT 6 RP	0.500	0.500		\$ -	\$ 90.00	\$ -	\$ 90.00
234	450-03310	CON 5	PT LOT 5 RP	0.426	0.426		\$ -	\$ 81.00	\$ -	\$ 81.00
235	450-03400	CON 5	PT LOT 5 RP	1.657	1.657		\$ -	\$ 217.00	\$ -	\$ 217.00
236	450-03500	CON 5 N	PT LOT 5	0.440	0.440		\$ -	\$ 83.00	\$ -	\$ 83.00
237	450-03600	CON 5	PT LOT 5	0.405	0.405		\$ -	\$ 78.00	\$ -	\$ 78.00
238	470-00300	CON STR S	PT LOT 302	0.279	0.279		\$ -	\$ 63.00	\$ -	\$ 63.00
239	470-00400	CON STR	PT LOT 302	0.323	0.323		\$ -	\$ 68.00	\$ -	\$ 68.00
241	470-00600	CON STR	PT LOT 302	0.372	0.372		\$ -	\$ 74.00	\$ -	\$ 74.00
242	470-00800	CON STR	PT LOT 303 RP	0.373	0.373		\$ -	\$ 74.00	\$ -	\$ 74.00
243	470-00900	CON STR S	PT LOT 303	0.456	0.456		\$ -	\$ 85.00	\$ -	\$ 85.00
244	470-05900	CON STR N	PT LOT 304	19.343	6.305		\$ -	\$ 627.00	\$ -	\$ 627.00
245	470-06000	CON STR N	PT LOT 304 RP	0.274	0.274		\$ -	\$ 62.00	\$ -	\$ 62.00
246	470-06200	CON STR N	PT LOT 303 RP	0.218	0.218		\$ -	\$ 55.00	\$ -	\$ 55.00
247	470-06300	CON STR N	PT LOT 303 RP	0.942	0.942		\$ -	\$ 145.00	\$ -	\$ 145.00
248	470-06400	CON STR N	PT LOT 303	0.258	0.258		\$ -	\$ 60.00	\$ -	\$ 60.00
249	470-06500	CON STR N	PT LOT 303	2.034	2.034		\$ -	\$ 250.00	\$ -	\$ 250.00
250	470-06700	CON STR	PT LOT 303	0.172	0.172		\$ -	\$ 46.00	\$ -	\$ 46.00
251	470-06900	CON STR N	PT LOT 303	0.215	0.215	\$ -	\$ 55.00	\$ -	\$ 55.00	
252	470-07200	CON STR	PT LOT 302 RP	0.405	0.405	\$ -	\$ 78.00	\$ -	\$ 78.00	
253	470-07201	CON STR N	PT LOT 302 RP	0.284	0.284	\$ -	\$ 63.00	\$ -	\$ 63.00	
254	470-07202	CON STR	PT LOT 302 RP	0.435	0.435	\$ -	\$ 82.00	\$ -	\$ 82.00	
255	470-07203	CON STR	PT LOT 302 RP	0.442	0.442	\$ -	\$ 83.00	\$ -	\$ 83.00	
256	470-07300	CON STR N	PT LOT 302 RP	0.755	0.755	\$ -	\$ 121.00	\$ -	\$ 121.00	

3) PRIVATELY OWNED NON-AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH (Continued)										
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
257	470-07500	CON STR N	PT LOT 303	0.173	0.173		\$ -	\$ 46.00	\$ -	\$ 46.00
258	470-07600	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 31.00	\$ -	\$ 31.00
259	470-07800	CON STR	PT LOT 303 RP	0.113	0.113		\$ -	\$ 30.00	\$ -	\$ 30.00
260	470-07820	CON STR	PT LOT 303 RP	0.124	0.124		\$ -	\$ 33.00	\$ -	\$ 33.00
261	470-07900	CON STR N	PT LOT 303	0.118	0.118		\$ -	\$ 31.00	\$ -	\$ 31.00
262	470-08000	CON STR N	PT LOT 303 RP	0.118	0.118		\$ -	\$ 31.00	\$ -	\$ 31.00
263	470-08100	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 31.00	\$ -	\$ 31.00
264	470-08200	CON STR N	PT LOT 303	0.119	0.119		\$ -	\$ 32.00	\$ -	\$ 32.00
265	470-08300	CON STR N	PT LOT 303	0.120	0.120		\$ -	\$ 32.00	\$ -	\$ 32.00
266	470-08400	CON STR N	PT LOT 303	0.103	0.103		\$ -	\$ 27.00	\$ -	\$ 27.00
267	470-08500	CON STR N	PT LOT 303	0.179	0.179		\$ -	\$ 47.00	\$ -	\$ 47.00
268	470-08600	CON STR N	PT LOT 303	2.089	2.089		\$ -	\$ 255.00	\$ -	\$ 255.00
269	470-08700	CON STR N	PT LOT 303	0.404	0.404		\$ -	\$ 78.00	\$ -	\$ 78.00
Total affected Lands (Hectares)					25.950					
Total Assessment on Privately Owned Non-Agricultural Lands (Non-Grantable)							\$ -	\$ 4,102.00	\$ -	\$ 4,102.00

4) PRIVATELY OWNED AGRICULTURAL LANDS (GRANTABLE) IN THE TOWN OF TECUMSEH										
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
334	440-01300	CON 6 S	PT LOT 5	9.772	9.490		\$ -	\$ 837.00	\$ -	\$ 837.00
335	440-01401	CON 6 N	PT LOT 5	13.703	12.870		\$ -	\$ 1,135.00	\$ -	\$ 1,135.00
336	440-01500	CON 6	PT LOT 6 RP	40.410	37.870		\$ -	\$ 3,341.00	\$ -	\$ 3,341.00
337	440-01600	CON 6 W	PT LOT 7	19.019	19.019		\$ -	\$ 1,678.00	\$ -	\$ 1,678.00
338	440-02100	CON 6	PT LOT 7 RP	19.521	6.070		\$ -	\$ 536.00	\$ -	\$ 536.00
347	470-00500	CON STR	PT LOT 302	25.373	25.373		\$ -	\$ 2,239.00	\$ -	\$ 2,239.00
348	470-00700	CON STR	PT LOT 303	39.533	39.533		\$ -	\$ 3,488.00	\$ -	\$ 3,488.00
349	470-06600	CON STR N	PT LOT 303	4.094	4.094		\$ -	\$ 361.00	\$ -	\$ 361.00
350	470-07400	CON STR S	PT LOT 302	4.706	4.706		\$ -	\$ 415.00	\$ -	\$ 415.00
351	470-08800	CON STR N	PT LOT 302	11.460	11.460		\$ -	\$ 1,011.00	\$ -	\$ 1,011.00
Total affected Lands (Hectares)					170.485					
Total Assessment on Privately Owned Agricultural Lands (Grantable)							\$ -	\$ 15,041.00	\$ -	\$ 15,041.00

5) PRIVATELY OWNED AGRICULTURAL LANDS (NON-GRANTABLE) IN THE TOWN OF TECUMSEH										
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
365	440-01220	CON 6	PT LOT 4 & 5	25.210	25.210		\$ -	\$ 2,224.00	\$ -	\$ 2,224.00
368	470-06100	CON STR N	PT LOT 303	17.191	17.191		\$ -	\$ 1,517.00	\$ -	\$ 1,517.00
369	470-06800	CON STR	PT LOT 303	2.242	2.242		\$ -	\$ 198.00	\$ -	\$ 198.00
370	470-07000	CON STR N	PT LOT 303	2.180	2.180		\$ -	\$ 192.00	\$ -	\$ 192.00
371	470-07100	CON STR N	PT LOT 303	4.850	4.850		\$ -	\$ 428.00	\$ -	\$ 428.00
Total affected Lands (Hectares)					51.673					
Total Assessment on Privately Owned Agricultural Lands (Non-Grantable)							\$ -	\$ 4,559.00	\$ -	\$ 4,559.00

TOWN OF TECUMSEH - TOTAL ASSESSMENT FOR SCHEDULE A-5 - (Sections 1, 2, 3, 4 & 5)	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
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TOTAL LANDS AFFECTED (Ha)	
a) Ontario Owned Lands	2.760
b) Municipal Roads	11.520
c) Non-Agricultural Lands	25.950
d) Agricultural Lands (Grantable)	170.485
e) Agricultural Lands (Non-grantable)	51.673
Total Lands Affected:	262.388

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

REPAIR AND IMPROVEMENT OF THE 4TH CONCESSION DRAIN TOWN OF LASALLE & TOWN OF TECUMSEH

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.

References are made to various Ontario Provincial Standard Drawings (OPSD) and Ontario Provincial Standard Specifications (OPSS). The drawings have been attached to this report, but the specifications have not. The contractor is responsible for obtaining a copy of the specifications.

2.0 DESCRIPTION OF WORK

This specification and the report, plans and profile bearing the same date, apply to and govern the repair and improvement of approximately 4,900m of existing open drain, the replacement of two drain crossings and cleanout of three existing road crossings. The 4th Concession Drain has a total length of 6,092 metres in the Town of LaSalle and the Town of Tecumseh.

The open drain repair and improvement work includes the removal of brush and trees within the drain and maintenance corridor. The work further includes the excavation of the drain bottom and banks to the profile and cross-sections attached to this report. Root balls are to remain in the drain banks to provide bank stability. However, root balls within the maintenance corridor are to be removed and disposed off-site. Any deleterious materials that have been removed from the drain including trees, brush and garbage are to be disposed off-site. Native material excavated from the drain banks shall be spread evenly on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6") on the same side as the working corridor. For residential properties abutting the drain, spreading of excavated material will not be permitted. The drain banks shall be seeded and mulched as soon as possible, after the banks of the open drain have been regraded. The 4th Concession Drain between Stations 0+000 to 1+180 is in satisfactory condition and does not require repair and improvement at this time.

The road crossings at Broderick Road, Huron Church Line Road and Howard Avenue shall be cleaned out to the drain bottom elevations shown on the profile drawing attached to this report. Materials removed from the culvert cleanouts shall be spread evenly on the abutting farm properties to a maximum width of 20 metres from the top of drain bank and a maximum depth of 150mm (6") on the same side as the working corridor.

Replacement of a farm crossing (Culvert No. 5) at Station 2+866 shall be completed as per Sheet 18 of the design drawings attached. This work will include the removal of an existing 1200mm and 1800mm diameter CSP's along with existing end treatment and all other deleterious materials being disposed off-site. Should the property owner want the pipe left on-site for his salvage, the pipe shall be carefully removed and cleaned of sediment by the Contractor. Twin 12m lengths of 2000mm diameter Aluminized Type II Corrugated Steel Pipes with a 2.8mm wall thickness and a 125x25mm corrugation profile shall be supplied and installed along with all bedding and backfill material as specified in the design drawings. Culvert end treatment shall consist of sloping 150mm to 230mm quarried rock erosion protection at 300mm thick installed over Terrafix 270-R Geotextile Fabric.

Replacement of an access crossing (Culvert No. 7) at Station 4+257 shall be completed as per Sheet 19 of the design drawings attached. This work will include the removal of an existing 1800mm diameter CSP along with all other deleterious materials being disposed off-site. Should the property owner want the pipe left on-site for his salvage, the pipe shall be carefully removed and cleaned of sediment by the Contractor. A 12m length of 2500mmx1830mm Aluminized Type II Corrugated Steel Pipe Arch with a 2.8mm wall thickness and a 125x25mm corrugation profile shall be supplied and installed along with all bedding and backfill material as specified in the design drawings. Culvert end treatment shall consist of sloping 150mm to 230mm quarried rock erosion protection at 300mm thick installed over Terrafix 270-R Geotextile Fabric.

Rip Rap erosion protection will be installed in the locations specified on the drawings and wherever specified by the engineer or drainage superintendent on-site.

Silt Control measures will be implemented during construction.

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

3.0 STATIONING

The reference stations are measured along the existing course of the municipal drain in metres. Station 0+000 is set at the downstream end of the 4th Concession Drain where it outlets into Canard River. The stations proceed upstream to 6+092 at Holden Road in the N ½ of Lot 5. The offsets in the majority of cross-sections are referenced from the centerline of the drain. In the areas where the drain runs along a road, cross-sections are referenced from the centerline of the road.

4.0 WORKING AREAS & ACCESS CORRIDORS

The designated working corridors and access corridors shall be made available for construction and future maintenance. The designated working corridors and access corridors are set out as follows:

1. An access corridor is to be provided on the property with Roll No. 170-08300 (8275 Disputed Road) so that the contractor can gain access to the 4th Concession Drain between Stations 0+000 to 0+750. This access corridor shall have a width of 5m. The maintenance corridor is to be provided on the north side of the drain at a width of 8m.
2. A maintenance corridor is to be provided on the property with Roll No. 170-08100 (8315 Disputed Road) so that the contractor can gain access to the 4th Concession Drain between Stations 0+750 to 0+913. The maintenance corridor is to be provided on the south side of the drain at a width of 8m.
3. A maintenance corridor between Stations 0+913 to 1+180 is to be established in the field by the Drainage Superintendent in consultation with the road authority.
4. An access corridor is to be provided on the property with Roll No. 270-04900 (8525 Broderick Road) so that the contractor can gain access to the 4th Concession Drain between Stations 1+180 to 1+575. This access corridor shall have a width of 5m. The maintenance corridor is to be provided on the north side of the drain at a width of 8m.
5. A maintenance corridor is to be provided on the property with Roll No. 270-05500 (8625 Broderick Road) so that the contractor can gain access to the 4th Concession Drain between Stations 1+575 to 2+601. The maintenance corridor is to be provided on the south side of the drain at a width of 8m.

6. A maintenance corridor is to be provided on the property with Roll No. 280-03500 (8540 Broderick Road) so that the contractor can gain access to the 4th Concession Drain between Stations 2+621 to 3+360. The maintenance corridor is to be provided on the south side of the drain at a width of 8m.
7. A maintenance corridor is to be provided on the property with Roll No. 280-10000 (8514 Huron Church Line Road) so that the contractor can gain access to the 4th Concession Drain between Stations 3+360 to 3+948. The maintenance corridor is to be provided on the north side of the drain at a width of 8m.
8. A maintenance corridor is to be provided on the property with Roll No. 280-12900 (6335 Howard Avenue) so that the contractor can gain access to the 4th Concession Drain between Stations 3+972 to 4+350. The maintenance corridor is to be provided on the south side of the drain at a width of 8m.
9. An access corridor is to be provided on the property with Roll No. 450-01600 (6538 Howard Avenue) so that the contractor can gain access to the 4th Concession Drain between Stations 4+396 to 6+080. This access corridor shall have a width of 5m. The maintenance corridor is to be provided on the north side of the drain at a width of 8m.
10. Working corridors will be required along the drain to permit construction and disposal of the excavated material on the farm lands. Refer to section 7.0 “Disposal of Material” for specific details on the spreading of the excavated material.

For the purposes of future maintenance, the 8.0 metre wide working corridor established along the 4th Concession Drain is summarized as follows:

Stations:	Location:
0+000 to 0+750	North side (access from 8275 Disputed Road)
0+750 to 0+913	South Side (access from 8315 Disputed Road)
0+913 to 1+180	To be established in the field by the Drainage Superintendent in consultation with the Road Authority
1+180 to 1+575	North Side (access from 8525 Broderick Road)
1+575 to 2+601	South Side (access from Broderick Road)
2+621 to 3+360	South Side (access from Broderick Road)
3+360 to 3+948	North Side (access from Huron Church Line Road)
3+972 to 4+350	South Side (access from 6335 Howard Avenue)
4+396 to 6+080	North Side (access from Howard Avenue and Holden Road)

The contractor will be responsible for any damages on private lands outside the designated working corridors, working areas, access corridors and haul corridors. The contractor will be responsible to negotiate any terms for the use of that land with the owner and be responsible for any damages to occur.

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

5.0 SUPPLY OF MATERIALS

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:

Erosion Stone for Sloping End Protection

All stone to be used for erosion protection shall be 150-230 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 for Culvert No. 5 & 7

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

Driveway Surface Material for Culvert No. 5 & 7

Granular 'A' conforming to OPSS Division 10.

Filter Fabric

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

6.0 PROFILE

The contractor shall exercise extreme caution in adhering strictly to the design gradeline shown in the drawings and avoid over-excavation as over-excavation of the drain will cause ponding of water to occur.

7.0 DISPOSAL OF MATERIAL

All deleterious materials resulting from the repair and improvement of the 4th Concession Drain including trees, brush and garbage shall be disposed off-site by the Contractor at their expense.

Native material excavated from the drain banks shall be spread evenly on the abutting farm properties to a maximum width of 20 metres and a maximum depth of 150mm (6") on the same side as the working corridor. 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. Sufficient gaps should be left in the spoil bank to prevent any surface water from being trapped by the spoil bank and not being permitted to drain normally into the open drain. For residential properties abutting the drain, spreading of excavated material will not be permitted.

8.0 EROSION PROTECTION STONE

The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials at the locations shown on the drawings. The exact location of the rip-rap is to be established in the field by the Drainage Superintendent prior to installation by the contractor. All stone to be used for erosion protection shall be 125 - 230 mm clear **quarried rock** or OPSS 1001 placed over a non-woven filter fabric Terrafix 270R or approved equivalent.

Concrete rip-rap will not be permitted.

The contractor shall place a suitable synthetic filter material on the prepared slope. The material shall extend from the toe of the slope to the top of the bank. The geotextile filter fabric shall meet the Class 1 requirements of OPSS Specification 1860. The material shall then be covered with a 300 mm thick layer of graded stone rip-rap.

The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed. All work must be completed to the satisfaction of the Drainage Superintendent.

9.0 SEEDING OF DRAIN BANKS

Hydraulic seeding and mulching shall be carried out in accordance with OPSS 804 as modified below, on the following areas:

- From Station 1+180 to 6+084, the banks of the existing course of the municipal drain shall be seeded where they have been regraded or disturbed.

The 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 shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of off-site.

Hydraulic mulch shall consist of finely ground cellulose pulp derived from recycled newsprint and shall be dyed green. Its fiber consistency shall be approximately 60% fine fiber with the balance being paper particles, 40% of which shall be a diameter of 3 mm minimum and 6 mm maximum. Hydraulic mulch shall be applied at 2,000 kg of dry product per 10,000 m². Clean water shall be applied at 42,700 litres per 10,000 m².

Seeding and mulching shall be a one step process in which the seed, fertilizer and hydraulic mulch are applied simultaneously in a water slurry via the hydraulic seeder/mulcher. The materials shall be added to the supply tank while it is being loaded with water. The materials shall be thoroughly mixed into a homogeneous water slurry and shall be distributed uniformly over the prepared surface. The materials shall be measured by mass or by a mass-calibrated volume measurement, acceptable to the Drainage Superintendent.

The hydraulic seeder/mulcher shall be equipped with mechanical agitation equipment capable of mixing the materials into a homogenous state until applied. The discharge pumps and gun nozzles shall be capable of applying the material uniformly. The following seed mixtures are required:

Ditch Banks and Bottom

Grass seed shall be Canada No. 1 grass seed mixture. The seed mixture shall be applied at a rate of 200 kg per 10,000 m². The mixture shall meet 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. Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The hydraulic 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.

Any alternative method of seeding must be reviewed and approved by the Engineer, prior to installation.

10.0 SILT CONTROL

The contractor shall supply, install, maintain and remove a temporary water permeable filter fence (silt fence) to remove suspended particulars from the water passing through it. At the commencement of construction, the contractor shall install a silt fence across the drain at the downstream end of the work (Station 1+180). The silt fence shall be constructed of a minimum 1.0 m wide geotextile securely fastened to steel posts. The geotextile shall be attached to the up-gradient side of the posts. Where required, wire or any other type of support may be constructed between the geotextile and the posts in order to improve the load carrying capacity of the silt fence. The geotextile may be a woven or a non-woven material that has a minimum tensile strength of 100 lbs., permittivity of at least 90 gal/min/ft² and an apparent opening size of US Sieve No. 30.

Steel posts of sufficient strength to support the silt fence shall be used. The maximum post spacing shall be approximately 2 m. Every effort must be made to ensure that the bottom edge of the silt fence is in continuous contact with the bottom of the channel.

The silt fence shall remain in place until the project is complete. The contractor shall maintain the silt fence until it is removed. Upon removal, the silt accumulation upstream of the fence shall also be removed. The cost of supply, installation, maintenance and removal of the silt fence shall be included in the Lump Sum price bid for this item.

11.0 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.

12.0 TILE OUTLET PIPES

We are not aware of any tile outlet pipe replacements required during construction. If private tile drains are encountered that require new tile outlet pipes, the Drainage Superintendent may direct the Contractor to install those pipes. Payment will be on a unit price basis at the unit price bid in the tender documents. If there are extensive systematic private tiling that require new outlet pipes, the Drainage Superintendent may notify the landowners to advise them to complete the work or be responsible for any obstruction in the drain caused by the tile drains.

Tile outlet pipes shall consist of 320 kPa smooth wall high density polyethylene pipe (H.D.P.E.). Each outlet pipe shall be a minimum 3 metre length of non-perforated pipe complete with

rodent grate. The inside diameter of the tile outlet pipes shall be at least as large as the inside diameter of the tile drain.

13.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the requirements of the attached “Environmental Protection Special Provisions” included in “Appendix B”. The Town of Tecumseh has a Species at Risk (SAR) Mitigation Plan that will need to be followed and reported on for work in the Town of Tecumseh.

The Contractor shall also comply with the approval requirements of the Department of Fisheries and Oceans and the Essex Region Conservation Authority as set out in the correspondence included in “Appendix D”.

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

- Conduct work outside the spring and fall timing window (i.e., no in-water work between September 15 to July 15), except when work can be completed in the dry.
- Conduct all work in the dry.
- Leave vegetation undisturbed on one bank except in residential areas.
- Reseed and/or replant any disturbed banks caused by the construction activities with suitable native species.
- Install a sediment trap near the downstream extent of the work zone.
- Install appropriate sediment erosion controls downstream of construction activities (e.g., silt curtain, straw-bale check dam, rock check dam etc.).
- New or replaced culvert crossings should be able to maintain 50% fish passage for average sized Northern pike during a 2-year flood event. Maximum culvert velocities and swim distances can be calculated using the tool at: <http://www.fishprotectiontools.ca/distancevelocity.html>

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 Culvert

- (1) In general, the new access or farm culvert shall be installed as shown on the drawings attached to the engineer's report. Prior to installation, the Contractor shall contact the Drainage Superintendent to confirm the exact location for the new culvert. The Drainage Superintendent, in consultation with the property owner, shall establish the exact location for the new culvert in the field.
- (2) The invert (inside bottom) bottom of the pipe shall be set according to the elevations shown on the accompanying plans. For the purpose of construction, the 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) Riveted corrugated steel pipe shall be laid with the inside circumferential laps pointing in the direction of the flow. The longitudinal laps shall be located in the upper half of the pipe.
- (7) All helical corrugated steel pipe shall be supplied with re-rolled annular ends and shall be installed so that the helix angle is constant for the total length of the installation and each pipe section shall be installed next to the previous section such that the lock-seam forms a continuous helix.
- (8) Corrugated steel pipe sections shall be joined together by means of plant fabricated couplers having a minimum wall thickness of 1.6 mm and a 10 c width. The couplers shall be installed to lap approximately equal portions of the pipe sections being connected, such that the corrugations or projections of the coupler properly engage the pipe corrugations.
- (9) Where fabrication of structural plate structures by the Contractor is specified, they must be assembled in the trench or at the side of the excavation. If the assembled structure has to be moved to its final position, it shall be moved in such a manner that no damage or distortion is caused to the structure. The materials shall be assembled and handled in accordance with the manufacturer's specifications and directions.
- (10) The whole of the work shall be done in a neat, thorough and workmanlike manner such that the alignment of the bridge pipe at each location meets the full satisfaction of the drainage superintendent.

21.4 Backfilling and Compaction

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

SECTION 22 – LATERAL TILE DRAINS

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

SECTION 23 – CULVERT END PROTECTION - SLOPING RIP-RAP

- (1) Where specified, the Contractor shall install quarried rip-rap erosion protection materials on the slopes at both ends of the pipe. The backfill and quarried rip-rap protection over the ends of the pipe shall be sloped at 1.5 horizontal to 1 vertical or to a flatter slope specified on the drawings. All stone used for rip-rap culvert end protection shall be 125-225 mm clear quarried rock or OPSS.MUNI 1004 and be placed with a minimum thickness of 300mm thickness. Prior to placing rip-rap materials on the backfill materials, the Contractor shall lay a non-woven geotextile filter fabric equal to a "Terrafox 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 authority's emission requirements.
- (3) The Contractor shall not cause excessive turbidity when performing in-water work. The Contractor shall not allow any debris, fill or other foreign matter to enter into the waterway. The Contractor shall remove from the waterway, all extraneous materials resulting from in-water work.
- (4) The Contractor shall abide by local noise By-Laws for the duration of the Contract.
- (5) Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Engineer. To reduce the risk of fuel entering the waterway, refuelling of machinery must take place a safe distance from the waterway. The Contractor shall note that the Engineer or the Owner takes no responsibility for spills, this shall be the sole responsibility of the Contractor.

SECTION 5 - WHMIS

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

SECTION 6 - DRAINAGE

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

SECTION 7 - PROTECTION OF VEGETATION

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

SECTION 8 - DUST CONTROL

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

SECTION 9 - RESTRICTIONS FOR IN-WATER WORKS

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

SECTION 10 - FISH HABITAT

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

10.1 - Site Selection

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

10.2 - Standard Practices

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

10.3 - Timing Windows

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

10.4 - Contaminant and Spill Management

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

10.5 - Erosion and Sediment Control

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

- Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby water bodies to prevent re-entry.
- Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction. Repairs to erosion and sediment control measures and structures if damage occurs. Sediment in the barriers/traps must be removed and stabilized on land to prevent entry of sediment into the water. Removal of non-biodegradable erosion and sediment control materials once the site is stabilized.

10.6 - Fish Protection

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

10.7 - Operation of Machinery

- (1) Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species, and noxious weeds. Wash, refuel, and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
- (2) Whenever possible operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the water body.
- (3) To cross a municipal drain or watercourse, use the existing crossing structures within the designated working corridors or construct temporary crossing structures approved by the Engineer. 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 & Chatham, Ontario

APPENDIX 'C'

RECORD OF ON-SITE MEETINGS

4th Concession Drain – Town of LaSalle

Summary of On-Site Meeting held on November 5, 2018 Council Chambers – Town of LaSalle Civic Complex

Notes by D. McCready, RC SPENCER ASSOCIATES INC.

COMMENTS AND CONCERNS FROM LANDOWNERS

1. Owner of 8375 Broderick Road has asked that the Engineer visit his property to examine his property. He and others in his neighbourhood have flooding problems. See Item No. 2.

2. Flooding Concerns Expressed by Five Property Owners

8455 Broderick Road (Farm property)

8375 Broderick Road (Farm property)

8160 Broderick Road (Residential Property)

8150 Broderick Road (Residential Property)

Town of LaSalle - in Lot 6, Concession 3 with access from Disputed Road and Broderick Road

All of these properties have low areas that are prone to flooding. They have no direct access to the Fourth Concession Drain or any other Municipal Drain for drainage purposes. The owner of 8455 Broderick Road has a 150 mm deep ditch along his property that is inadequate for drainage of his property.

Our Comments Concerning This Area Requiring Drainage

These property owners would like the Engineer to examine their flooding issues. It appears to me that these property owners may require a new drain constructed that relieves the flooding. That branch drain could outlet into the Fourth Concession Drain but we have no authority to recommend a new drainage works without a petition under Section 4 of the Drainage Act. Another alternative might be to construct a mutual agreement drain under the provisions of the Drainage Act. There are both pros and cons to this alternative that we could discuss at a site meeting if directed to do so by the Municipality.

If the owners prefer to have a drain constructed under Section 4, a petition would be required under Section 4 of the Drainage Act. Normally, one of the landowners circulates the petition to the other interested parties for signature and the Drainage Superintendent can assist them in the process. Certainly, we can discuss the process with the Drainage Superintendent and assist in preparing the description of the area requiring drainage and in describing the properties in terms of metes and bounds, to ensure that the requirements for a proper petition are met. Where a property is owned by more than one person, they must all sign for that property unless one person has signing authority for a corporation, etc. We can certainly provide guidance in

these matters. We cannot spearhead the circulation of a petition or solicit signatures from the property owners as we must remain impartial in the process.

Once a petition has been filed with the Municipality, Council has the authority to appoint an Engineer to that project. Council can appoint any Engineer. If Council chose to appoint RC Spencer Associates Inc., we would be please to be involved with that project. Council could choose to have a separate report for the new branch drain or include that new drainage works as part of the report for the Fourth Concession Drain.

3. 8555 Broderick Road & 8525 Broderick Road

The owner of this property indicated that the Sandwich West Act allowed the municipality to carry out work on Municipal Drain and pay for the work out of the General Funds of the Municipality. He has never had to pay for the Municipal Drain in the past. If he has to pay for the drain now then he should not have to pay Benefit as it is a negative Benefit to him. He also said that the drain does not need to be improved as people have flood insurance and crop insurance. Why have insurance if you do not use it.

4. 9055 Broderick Road

The owner of this property says that he is not complaining about his drainage but indicated that an area shown in the watershed of the Fourth Concession Drain near Disputed Road in Lot 8, Concessions 3 and 4 has some of its water overflowing to the south and west, out of the watershed of the Fourth Concession Drain.

There are two access culverts in the roadside ditch on the west side of Broderick Road that are located north of his property in Lot 8. The owner indicated that they are too high and the flows in the roadside ditch cannot effectively drain north to the Fourth Concession Drain and some of the water runs overland in a westerly direction along a small ditch along the 7-8 Lot Line then southerly along Disputed Road. The flows cross Townline Road and run westerly past the Villanova High School and outlets into the River Canard. In effect, some but not all of the run-off from Lot 8 leaves the watershed of the Fourth Concession Drain by crossing Townline Road near Disputed Road.

5. Several people asked if the drain would be designed to recognize climate change effects and future development. I said that these are important factors that we need to consider when developing a design standard.
6. Several residents were concerned about how much future development might happen in the Town of Tecumseh. They should pay for the extra drain capacity needed to handle their future needs.
7. One owner expressed his observation that there is erosion happening to the west bank of the drain along Disputed Road, both north and south of Kelly Road.
8. Sam Paglia, Drainage Superintendent for the Town of Tecumseh indicated that the Town of Tecumseh will be asking the Town of LaSalle to include the Holden Outlet Drain as part of their

report for the Fourth Concession Drain. Holden Outlet Drain to be surveyed and repaired and improved as required. A new maintenance schedule is also required for the Holden Outlet Drain. The Town of Tecumseh is asking we recommend that the Holden Outlet Drain be officially renamed to be a part of the Fourth Concession Drain in the future.

9. Two roundabouts are planned in the Town of Tecumseh for South Talbot Road. We should show them on our plans and assess the roads accordingly if these roundabouts will be constructed.
10. One resident questioned whether the Fourth Concession Drain is already deeper than the River Canard. Can the River Canard be deepened if needed? Is the River Canard a Municipal Drain? I indicated that the River Canard is most likely a natural watercourse governed by civil law or common law. It is our duty to either take the work to a sufficient outlet or pay the injured landowners an allowance for insufficient outlet. We can extend the drainage work downstream along River Canard if needed. It may be determined that the Detroit River water level controls the outlet and not the elevation of the bottom of the River Canard channel.
11. One property owner said that the process being followed is not legal as the Drainage Act requires a petition by the majority of the owners or 60% of the watershed is needed. I indicated that this is only for new drains under Section 4 and that we are acting under Section 78 for the repair and improvement of the drain. Under Section 78, Council has the authority to have certain types of improvements made to the drain that they believe are appropriate for the better use, maintenance and repair of the drain. Council can instruct an Engineer to prepare a report for the repair and improvement of an existing drain and no petition or even a request from a landowner is needed under Section 78.

ACTION ITEMS FOR DRAINAGE SUPERINTENDENT AND ENGINEER

- a) See Item No. 2 concerning a site visit with the landowners listed in the Flood Area and the possible need for a Petition under Section 4 of the Drainage Act. Once the Comment forms have been received, Jonathan Osborne, Drainage Superintendent can set up appointments with owners listed under Item No. 2 and any other owners that are requesting a site visit with the engineer from RC Spencer Associates.
- b) Item No. 4 outlines a concern about the Outlet assessments that may be imposed in Lot 8 if some of the run-off is leaving the watershed and does not reach the Fourth Concession Drain. We should investigate the two high culverts mentioned by the property owner and examine the area to determine if a reduction in the outlet assessments made in this area are warranted. Perhaps the Road Authority could lower the two access culverts and reduce the amount of water that is diverted to the west and out of the watershed.

APPENDIX 'D'

CORRESPONDENCE



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

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

December 22, 2020

Our file *Notre référence*

20-HCAA-01036

RC Spencer Associates
Attention: Shane Lafontaine
800 University Avenue West,
Windsor, Ontario
N9A 5R9

Subject: 4th Concession Drainage Works, Canard River, LaSalle – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat, and Prohibited Effects on Listed Aquatic Species at Risk

Dear Mr. Lafontaine:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on May 19, 2020. We understand that you propose to:

- Complete channel deepening and regrading along 4900 linear metres (upstream of Disputed Road).
- Regrade one bank of the channel to a 2:1 slope, except in residential areas where both banks will be regraded.
- Limit the work zone to the East side of Disputed Road.
- Replace multiple culverts within the proposed work zone.

We understand the following aquatic species listed under the *Species at Risk Act* may use the area in the vicinity of where your proposal is to be located:

- Pugnose Minnow listed as Threatened
- Pugnose Shiner listed as Threatened
- Silver Lamprey listed as Special Concern
- Spotted Sucker listed as Special Concern

Our review considered the following information:

- Request for Review and supporting documents received on May 19, 2020
- Telephone conversation between Luke Ridgway (DFO) and Shane Lafontaine on November 26, 2020

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

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

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

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

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

- Conduct work outside the spring and fall timing windows (i.e. no in-water work between September 15 to July 15), except when work can be completed in the dry.
- Conduct work in the dry.
- Leave vegetation undisturbed on one bank except in residential areas.
- Reseed and/or replant any disturbed banks caused by the construction activities with suitable native species.
- Install a sediment trap near the downstream extent of the work zone.
- Install appropriate sediment erosion controls downstream of construction activities (e.g. silt curtain, straw-bale check dam, rock check dam etc.).
- New or replaced culvert crossings should be able to maintain 50% fish passage for average sized Northern pike during a 2-year flood event. Maximum culvert velocities and swim distances can be calculated using the tool at:
<http://www.fishprotectiontools.ca/distancevelocity.html>

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

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

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

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

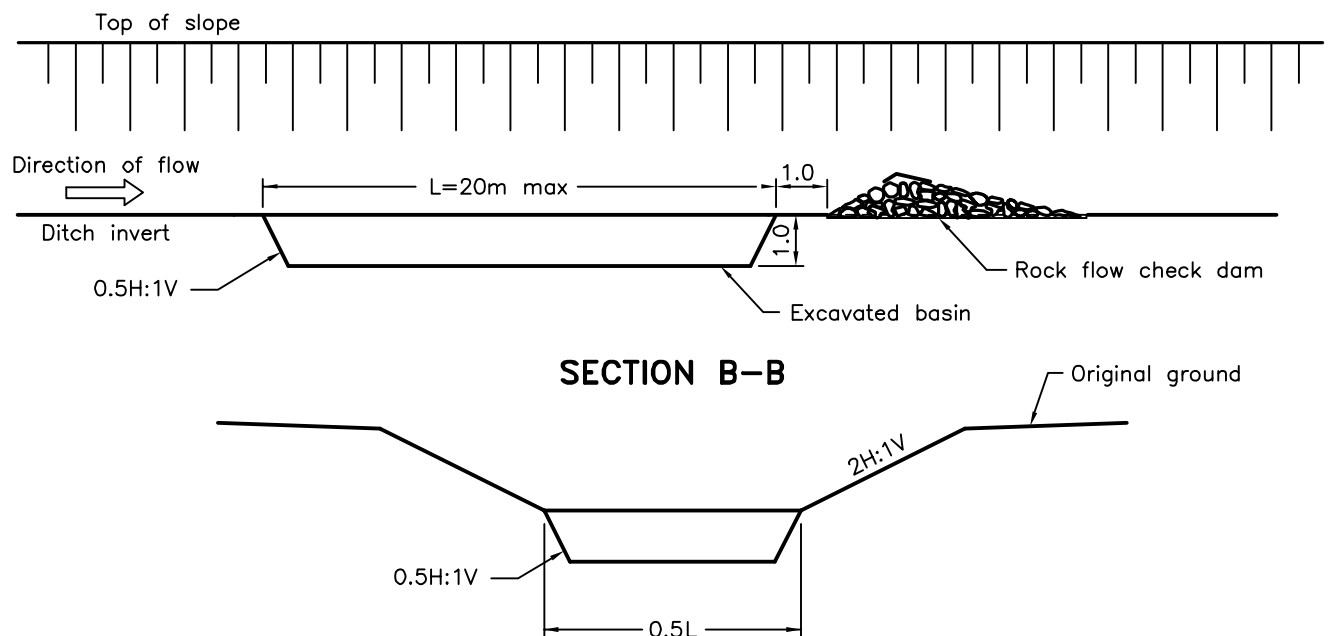
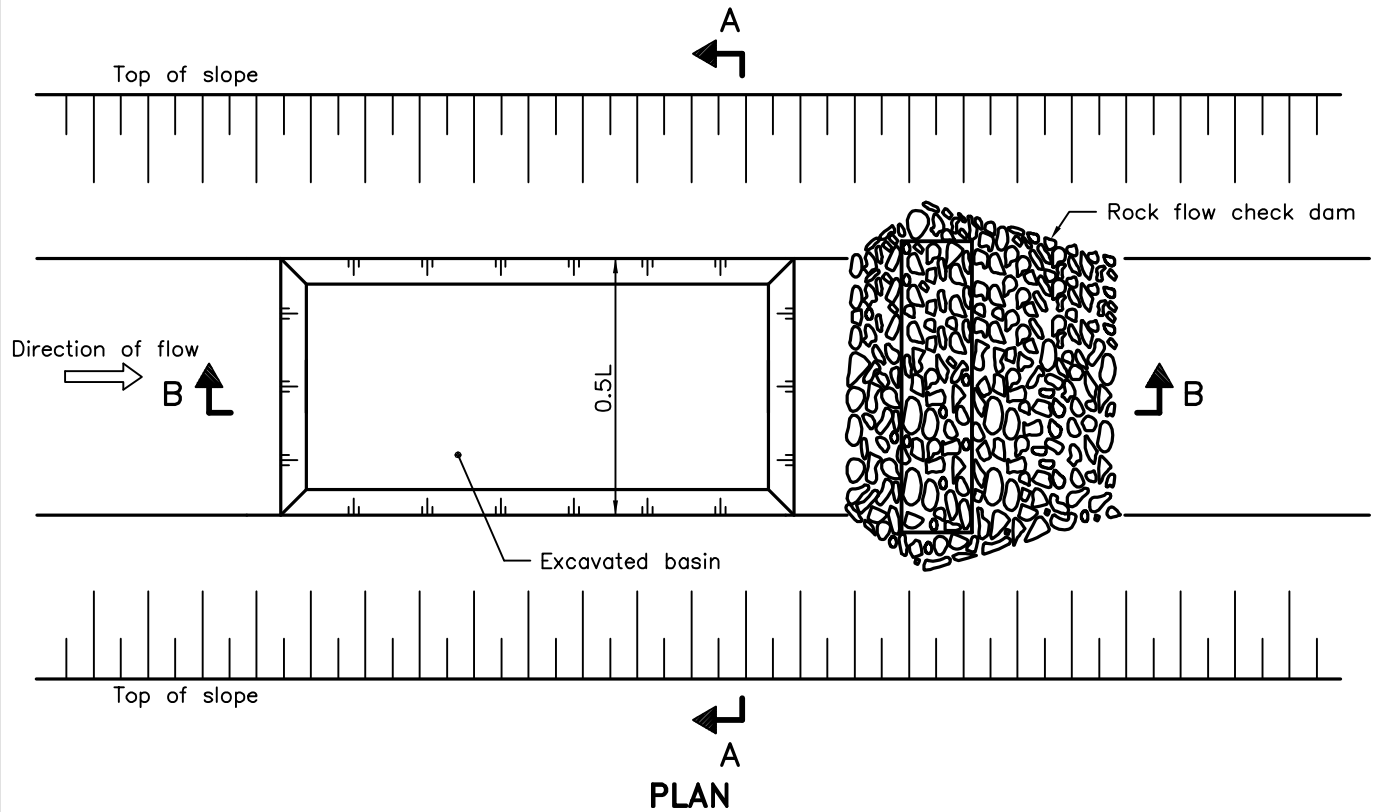
If you have any questions with the content of this letter, please contact Luke Ridgway at 289-440-2387 or by email at Luke.Ridgway@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,



Maja Cvetkovic
A/Senior Biologist

Copy:
Luke Ridgway – DFO
Jonathan Osborne – Town of LaSalle



NOTES:

A Ditch cross-section upstream or downstream of sediment trap may be flat bottom or V-shaped. Flat bottom shown.

B This OPSD shall be read in conjunction with OPSD 219.210 or 219.211.

C All dimensions are in metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

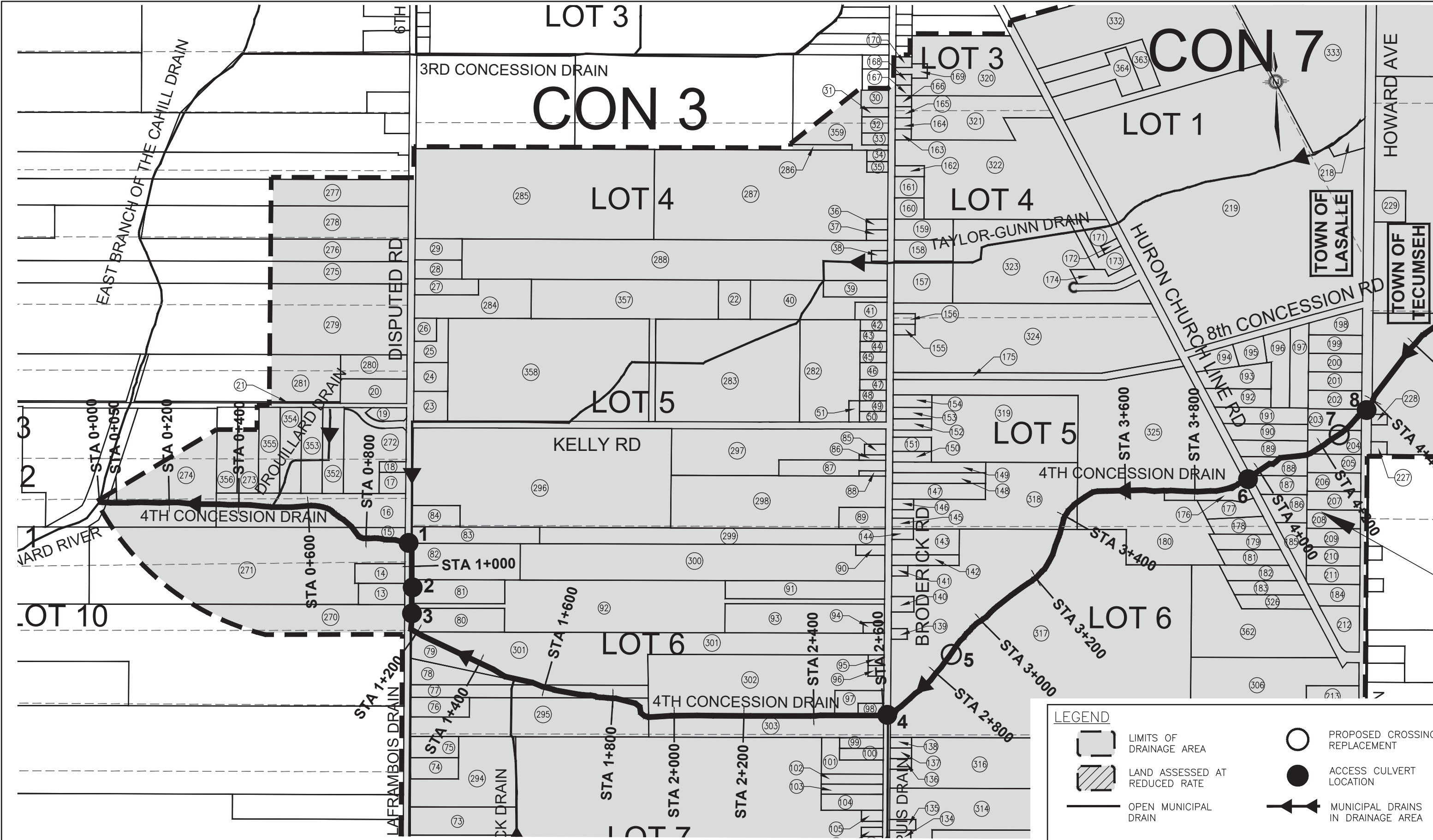
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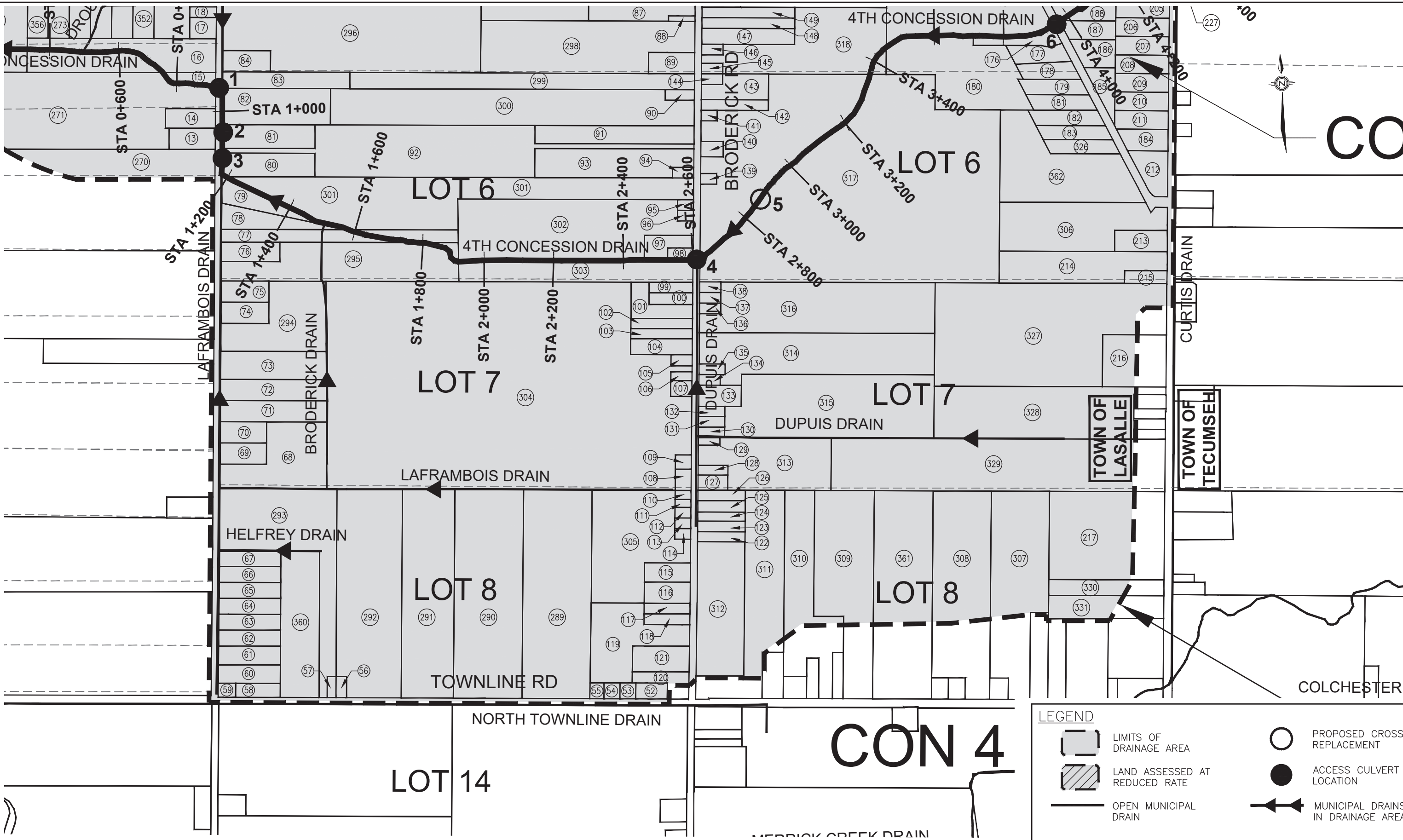
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SEDIMENT TRAP IN DITCH



OPSD 219.220





LEGEND

LIMITS OF DRAINAGE AREA

LAND ASSESSED AT REDUCED RATE

OPEN MUNICIPAL DRAIN

PROPOSED CROSSING REPLACEMENT

ACCESS CULVERT LOCATION

MUNICIPAL DRAINS IN DRAINAGE AREA

LICENSED PROFESSIONAL ENGINEER

D. R. MCCREEDY

Aug 5, 2022

PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER

S. MCCREEDY

Aug 5, 2022

PROVINCE OF ONTARIO

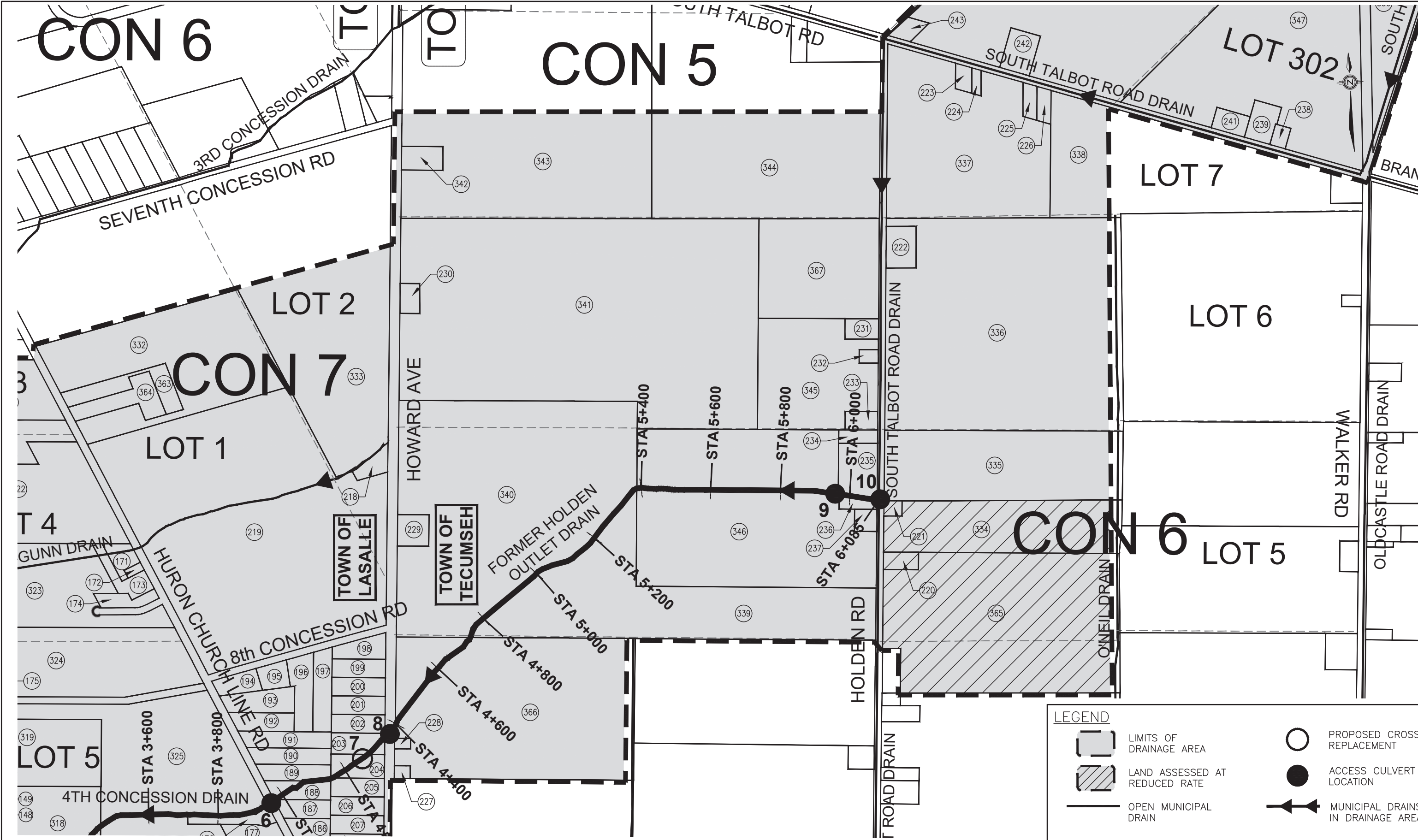
RC SPENCER ASSOCIATES INC.
Consulting Engineers

Windsor: 800 University Ave. W., Windsor, ON N9A 5B9
Leamington: 18 Talbot St. W., Leamington, ON N8H 1M4
Chatham: 130 King St. W., Unit 102, Chatham, ON N7M 1E3

Professional Engineers
Ontario

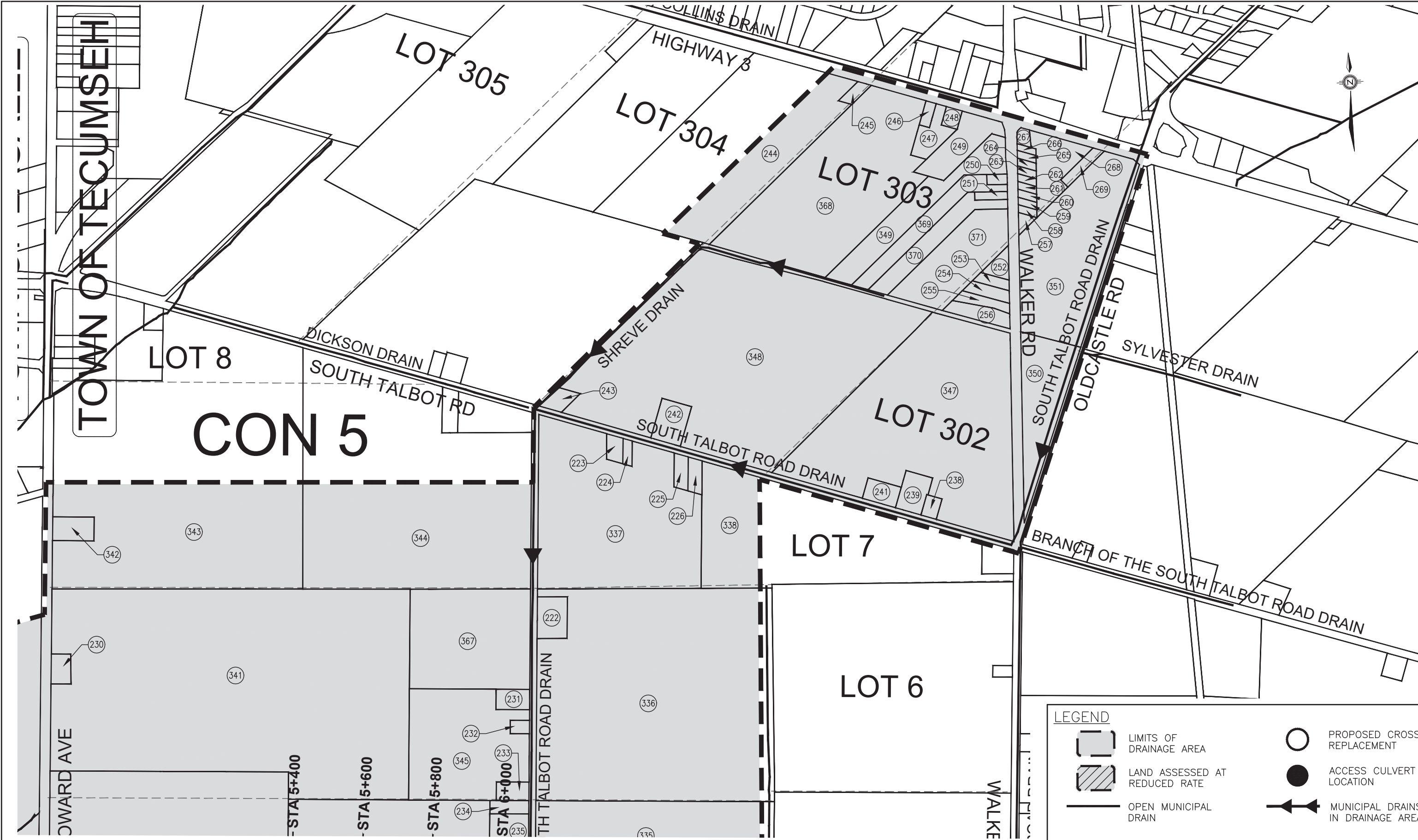
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DRAINAGE AREA PLAN
BLOW-UP 2



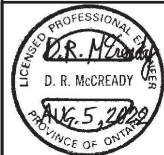
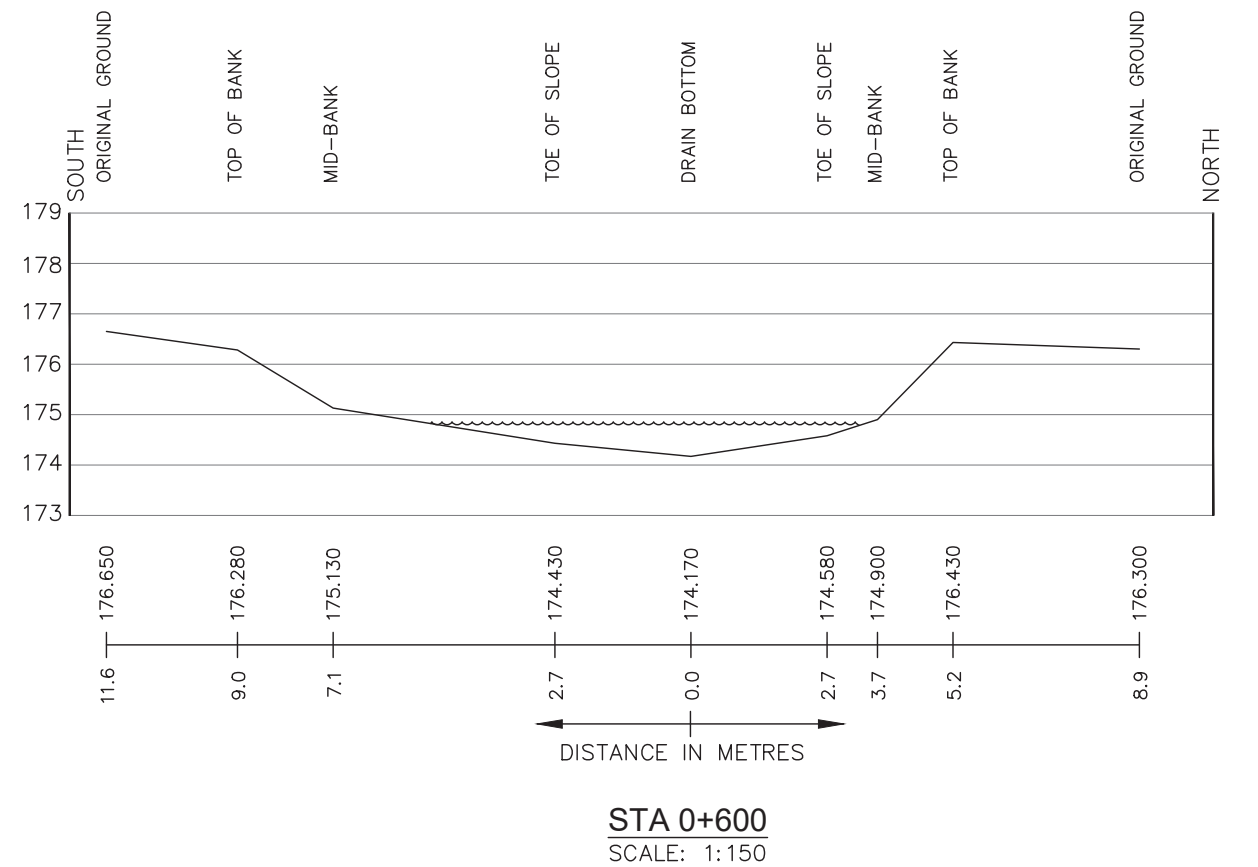
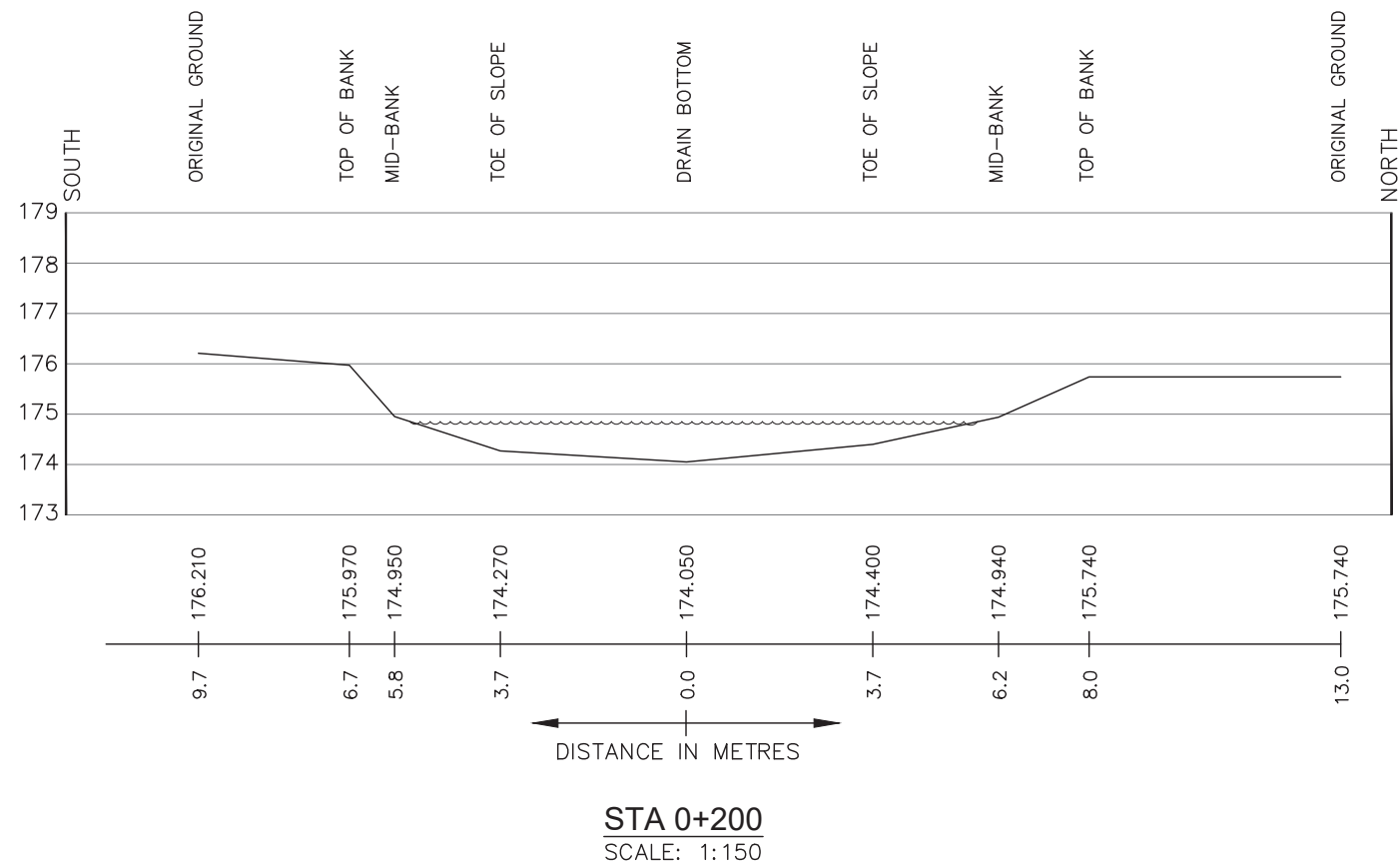
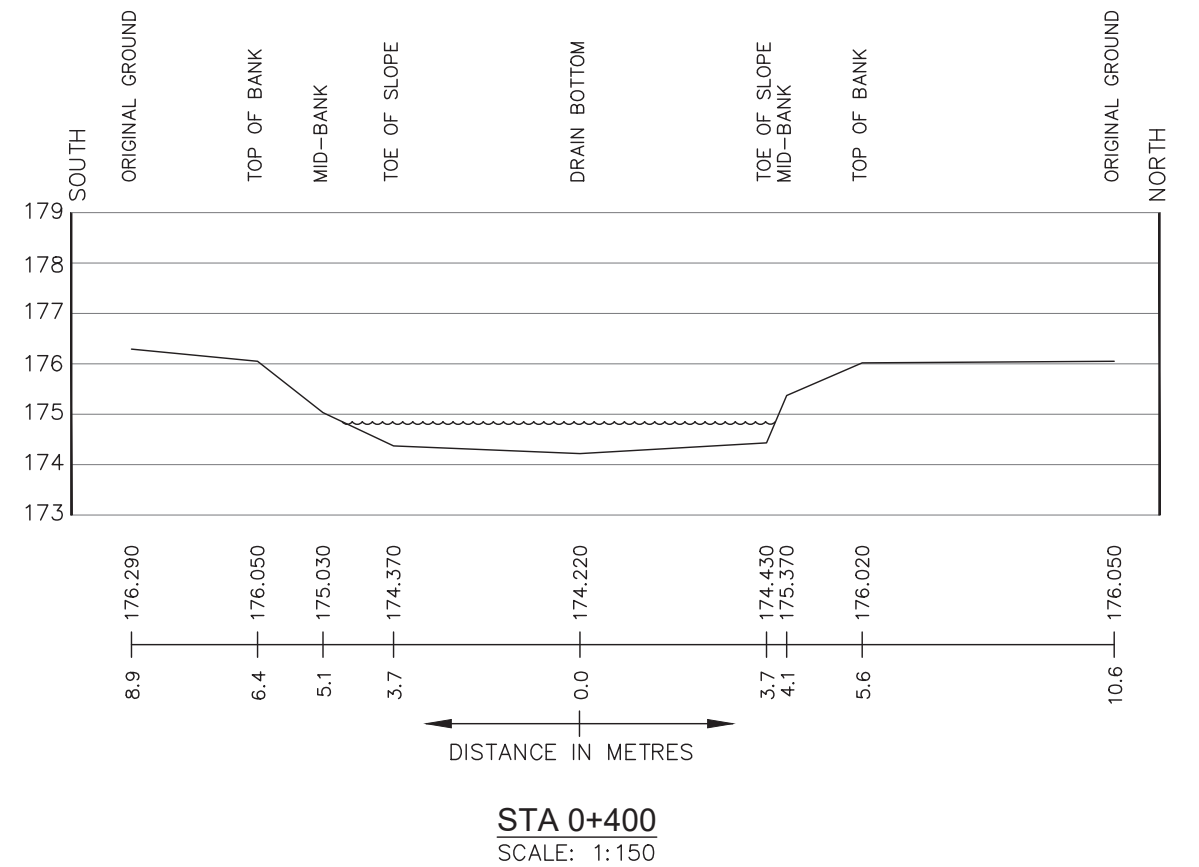
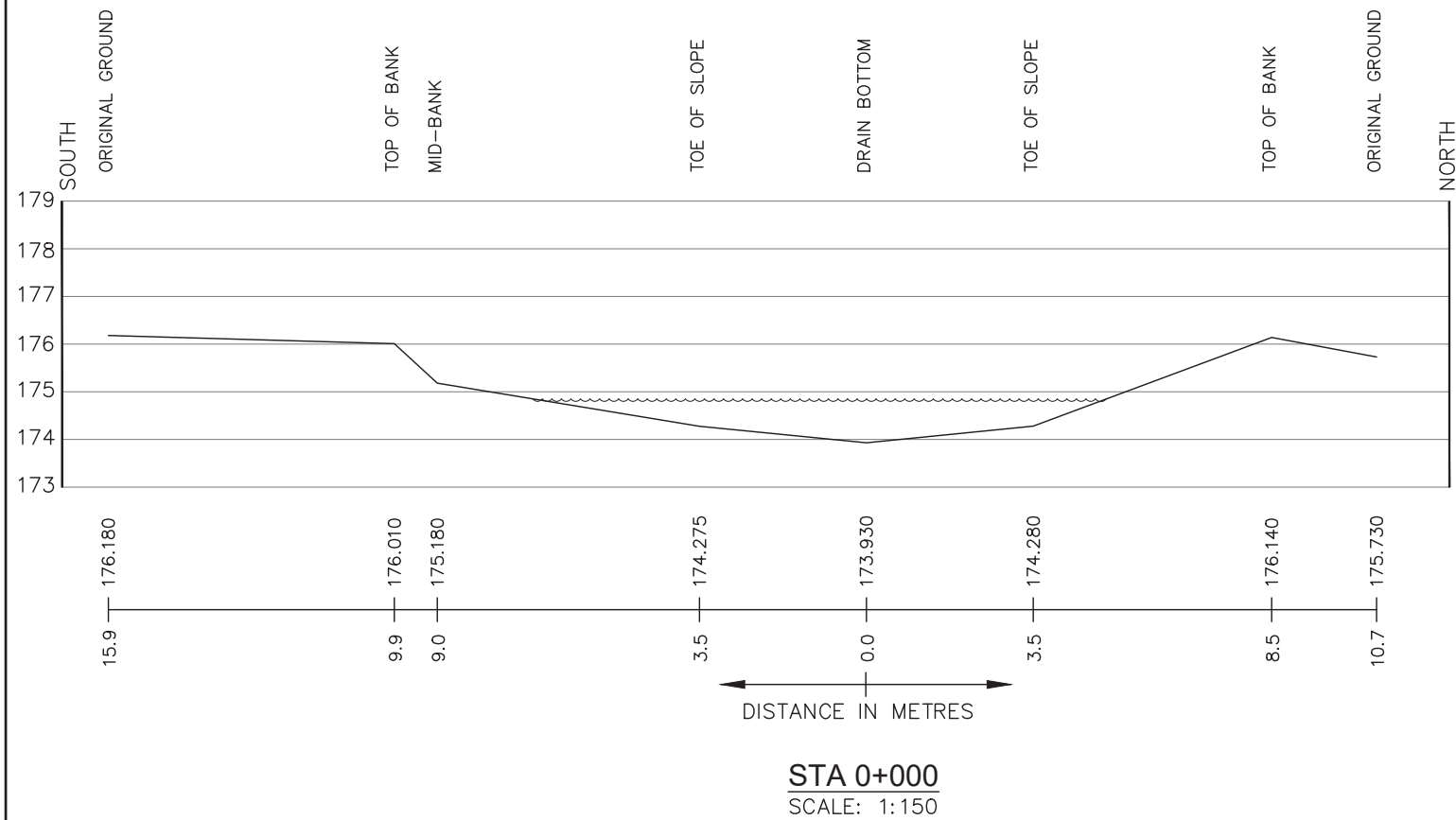
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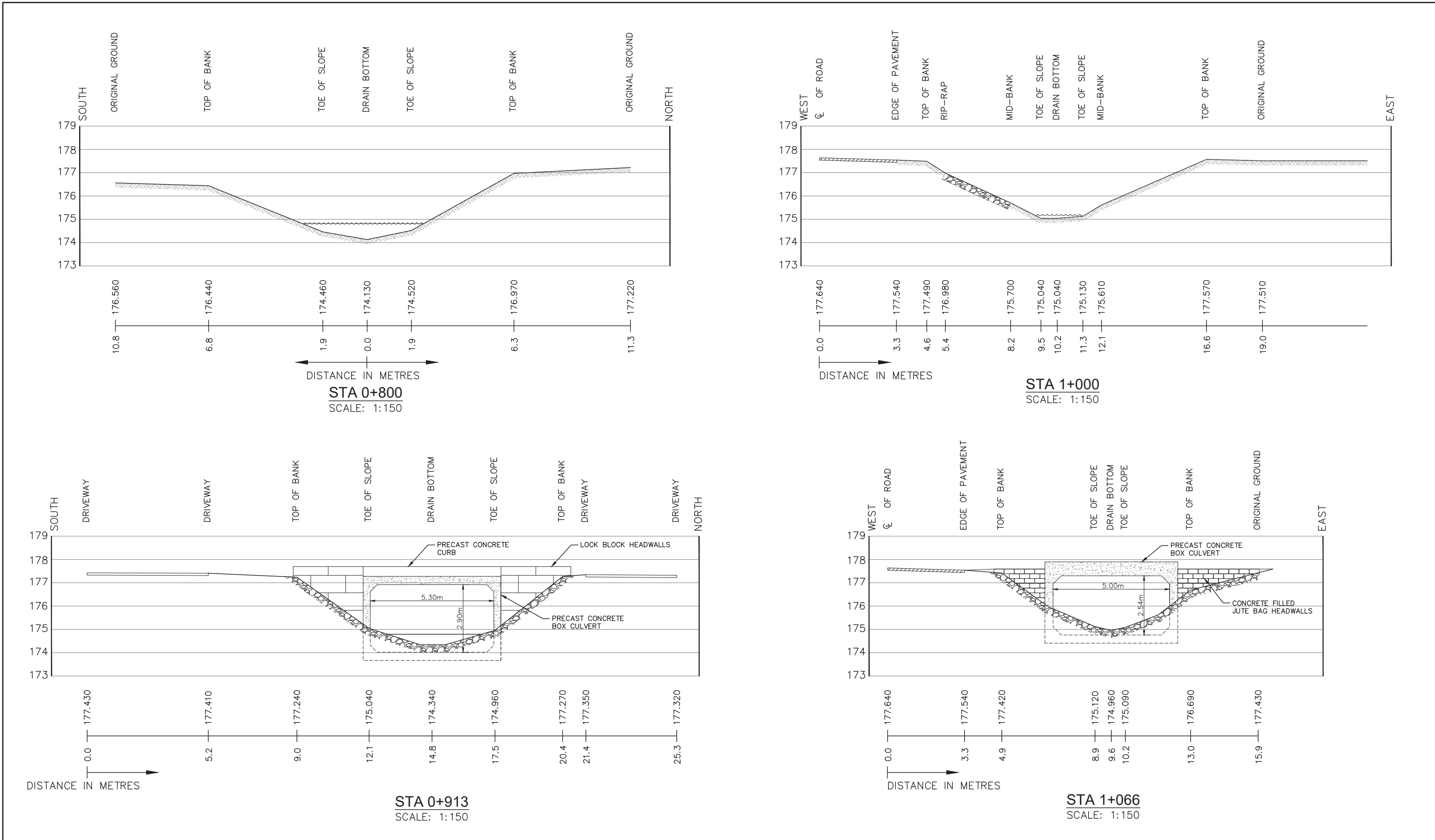


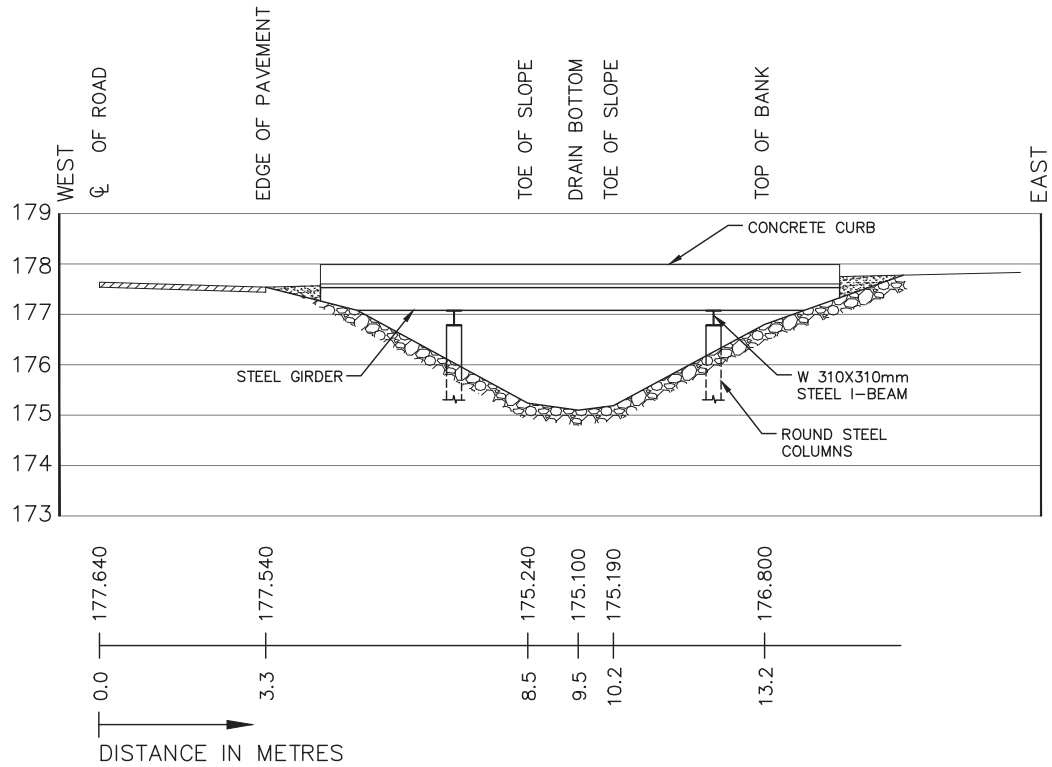
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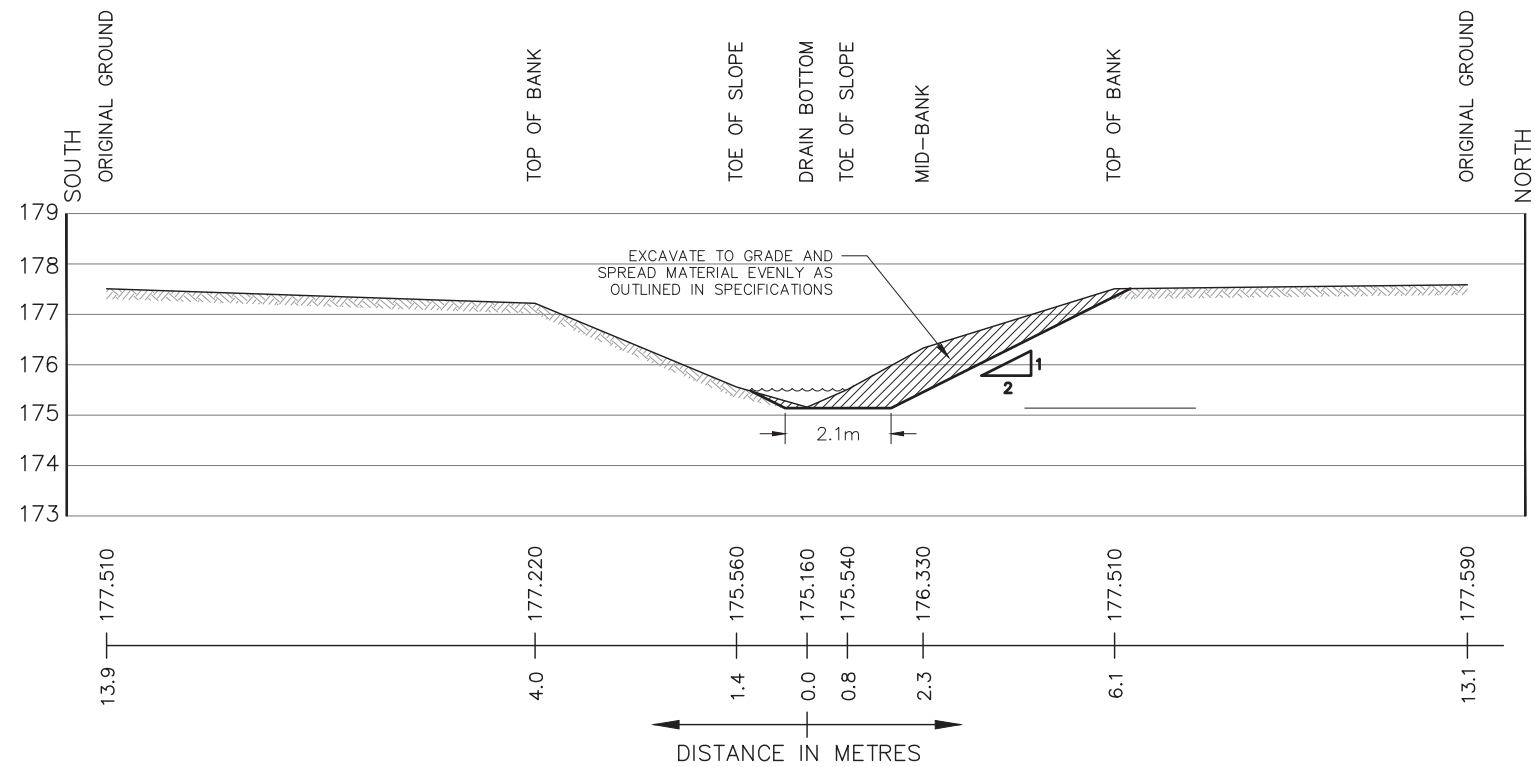


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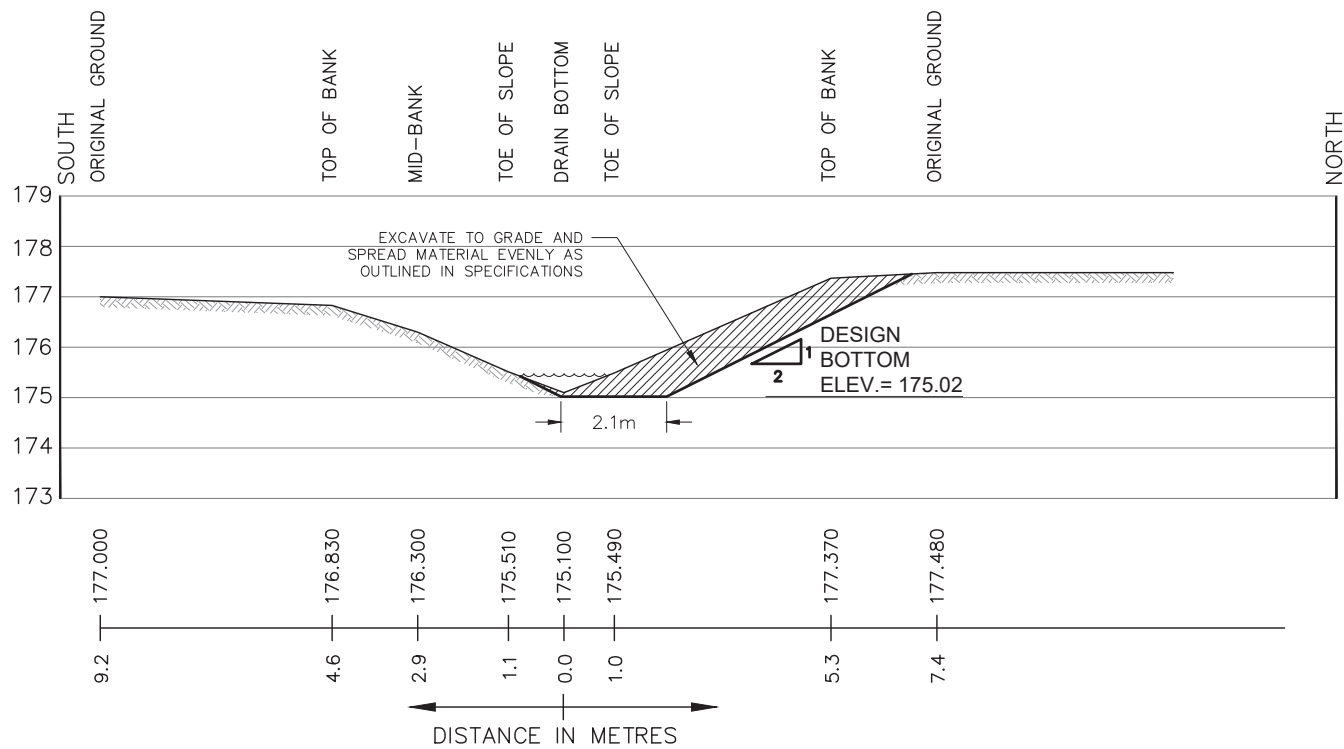




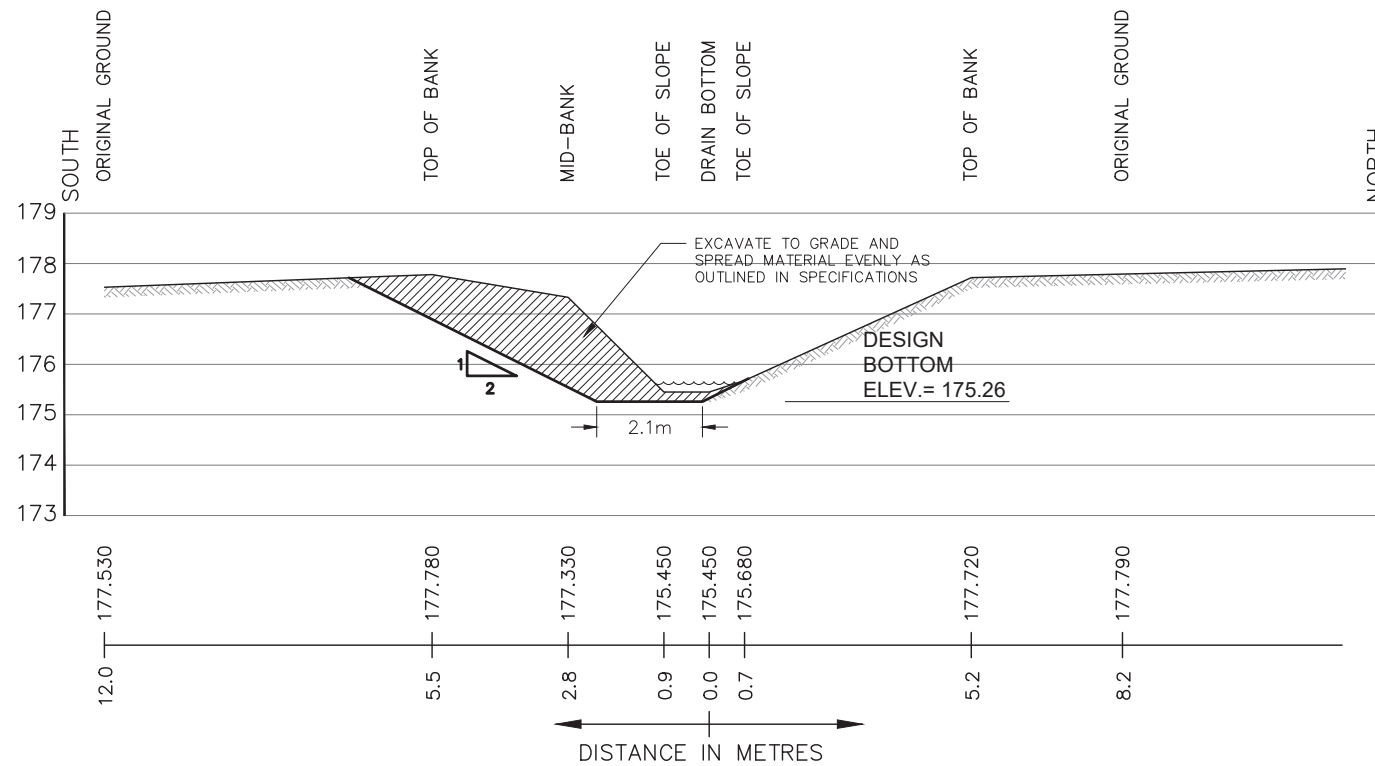
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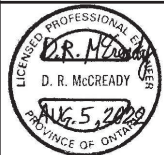
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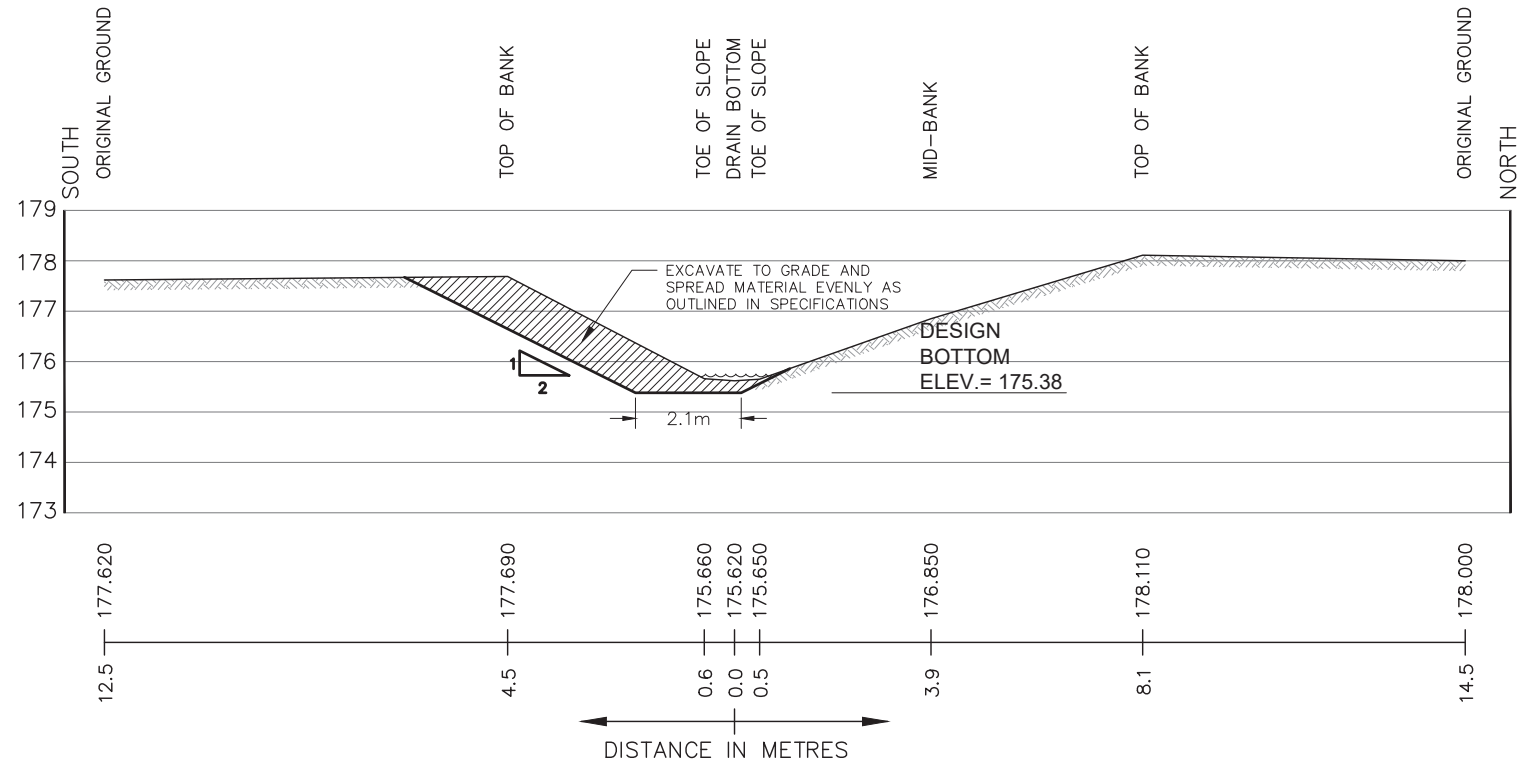
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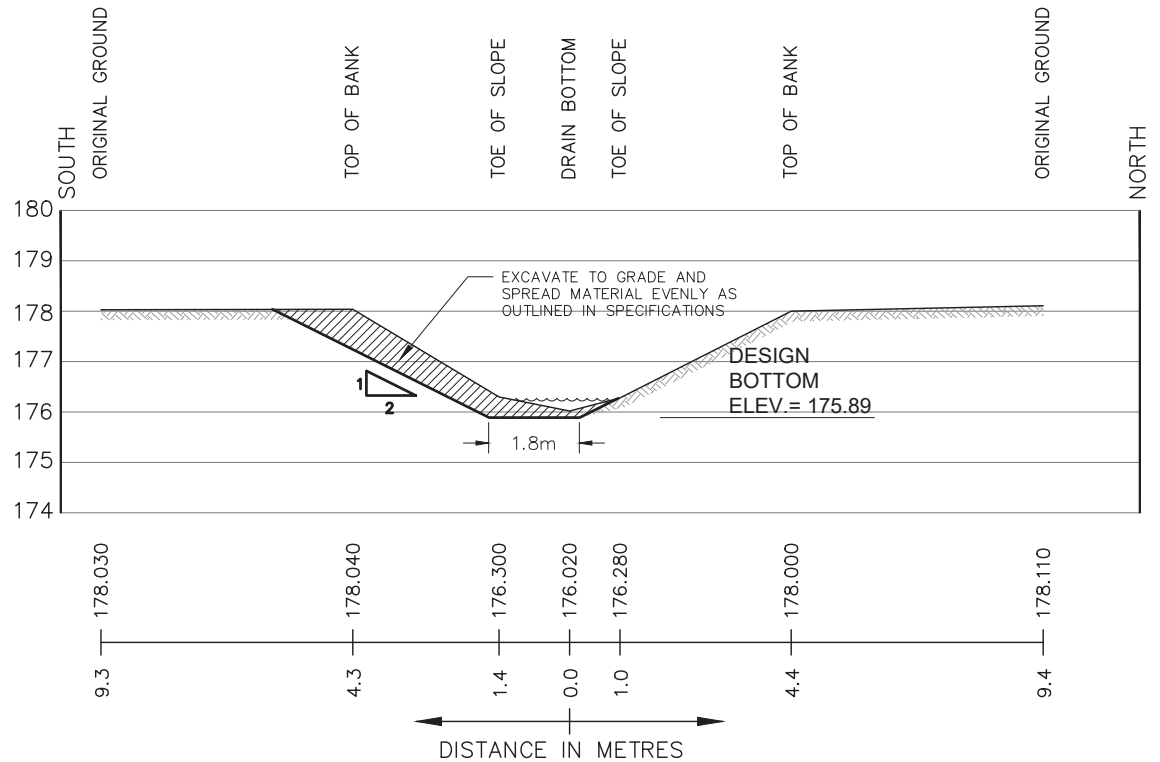
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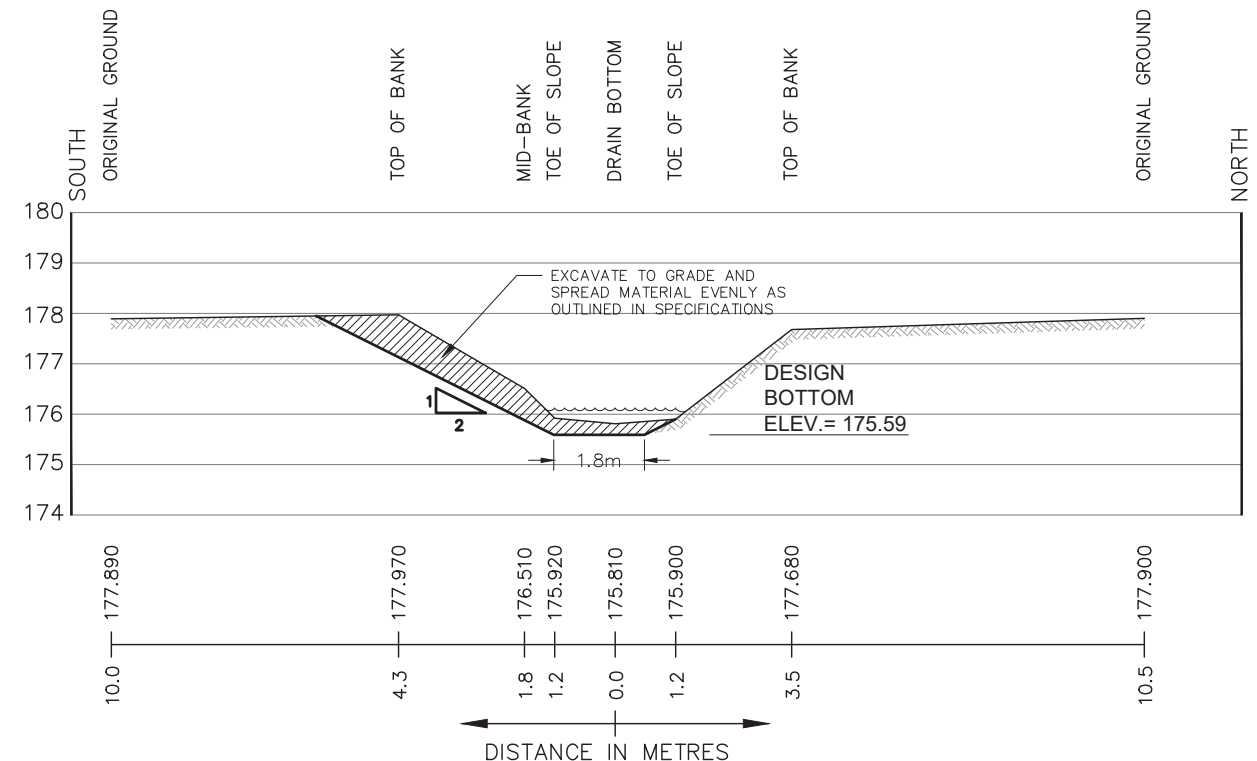
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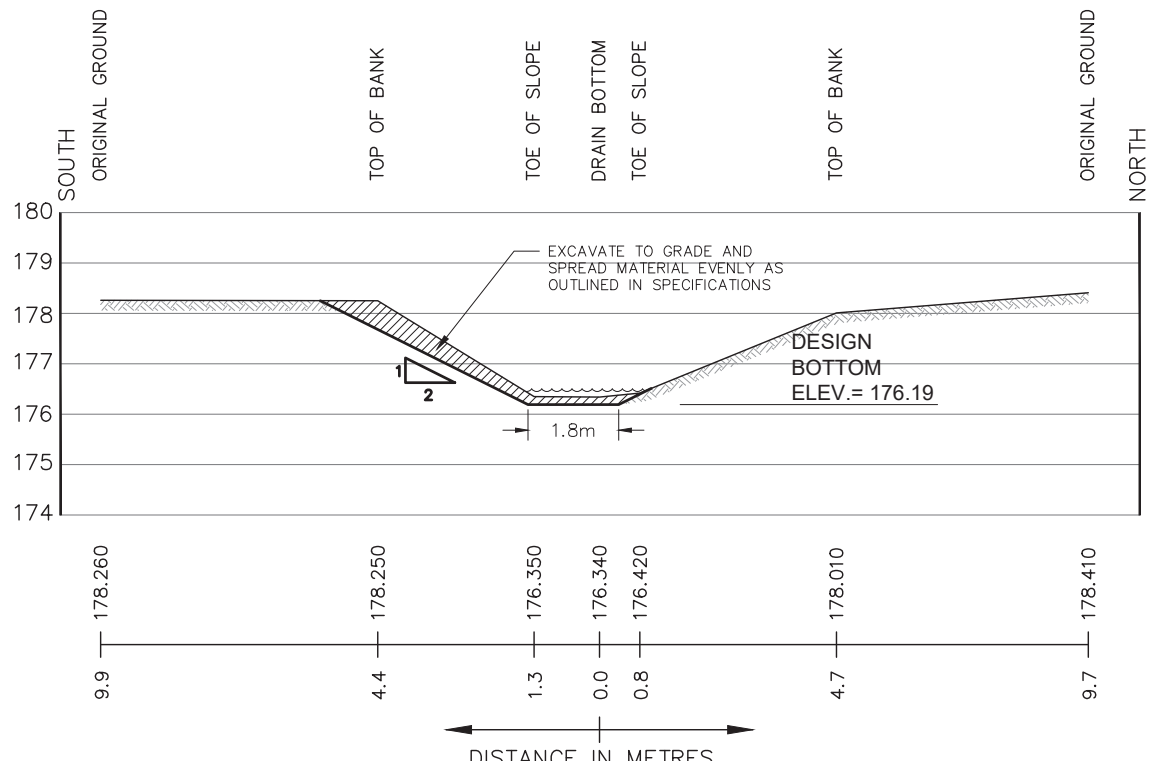
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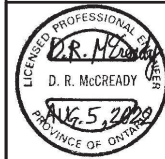
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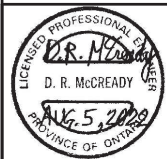
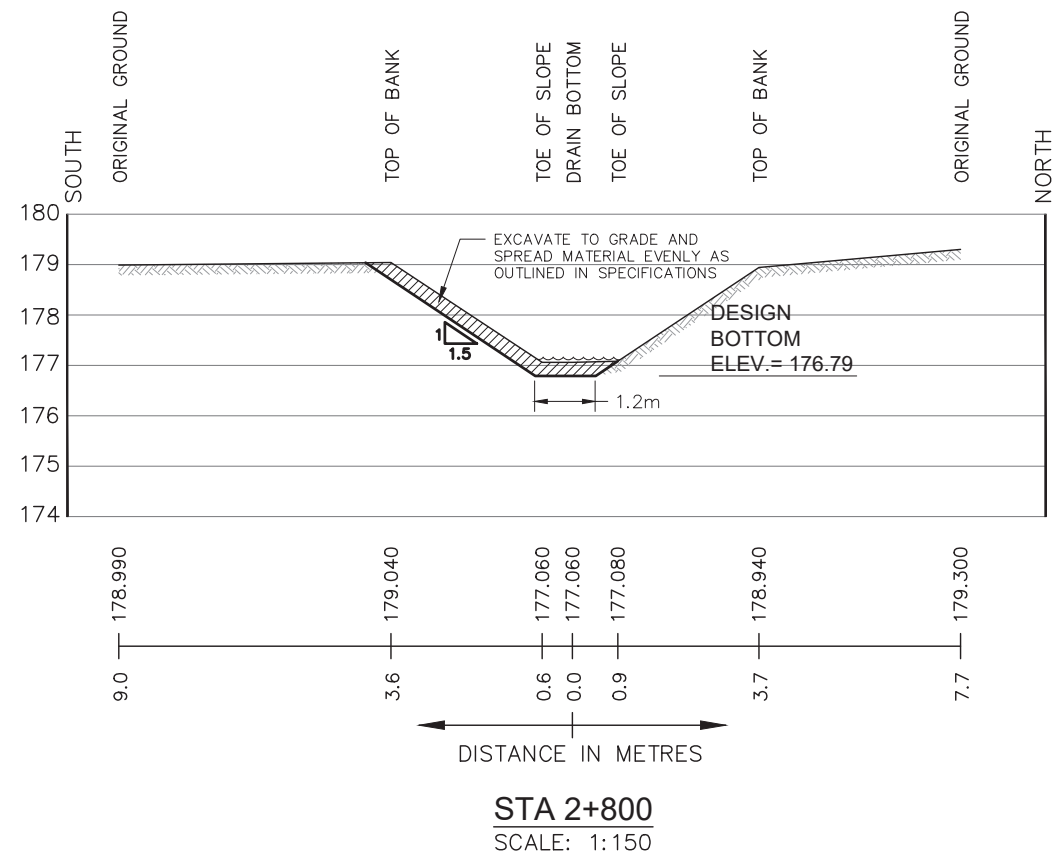
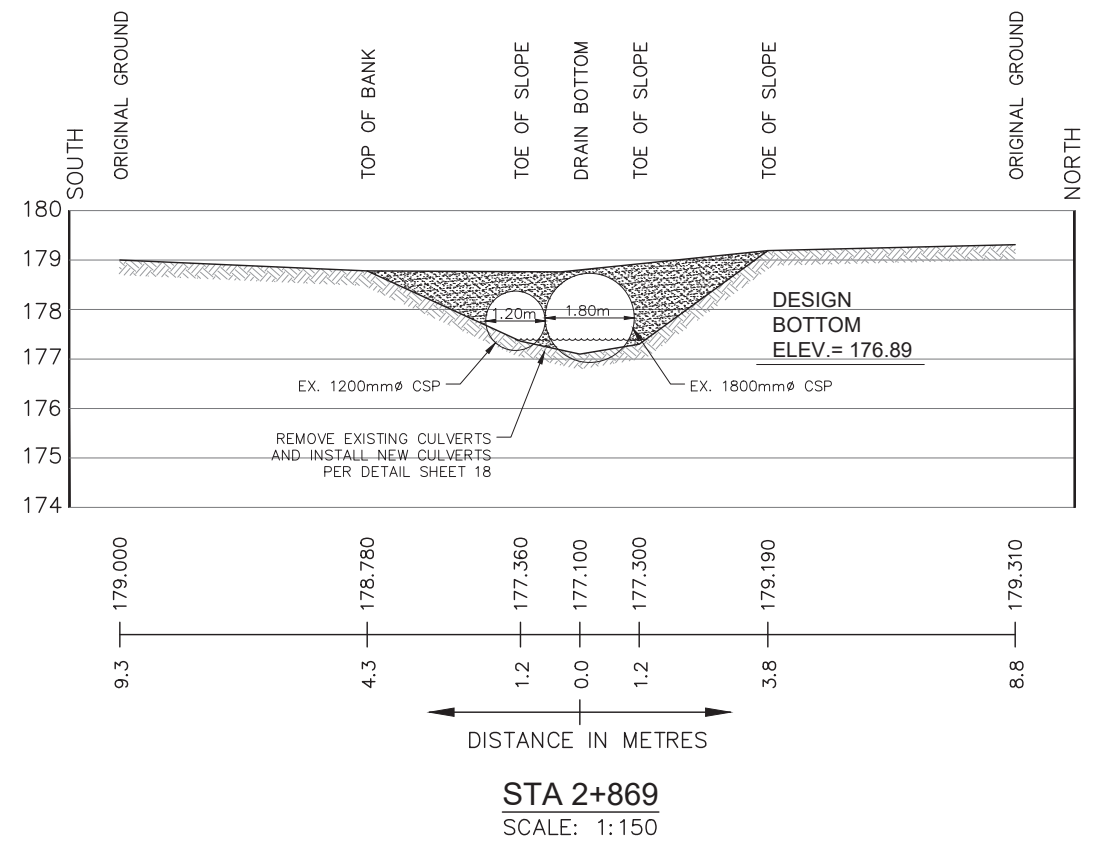
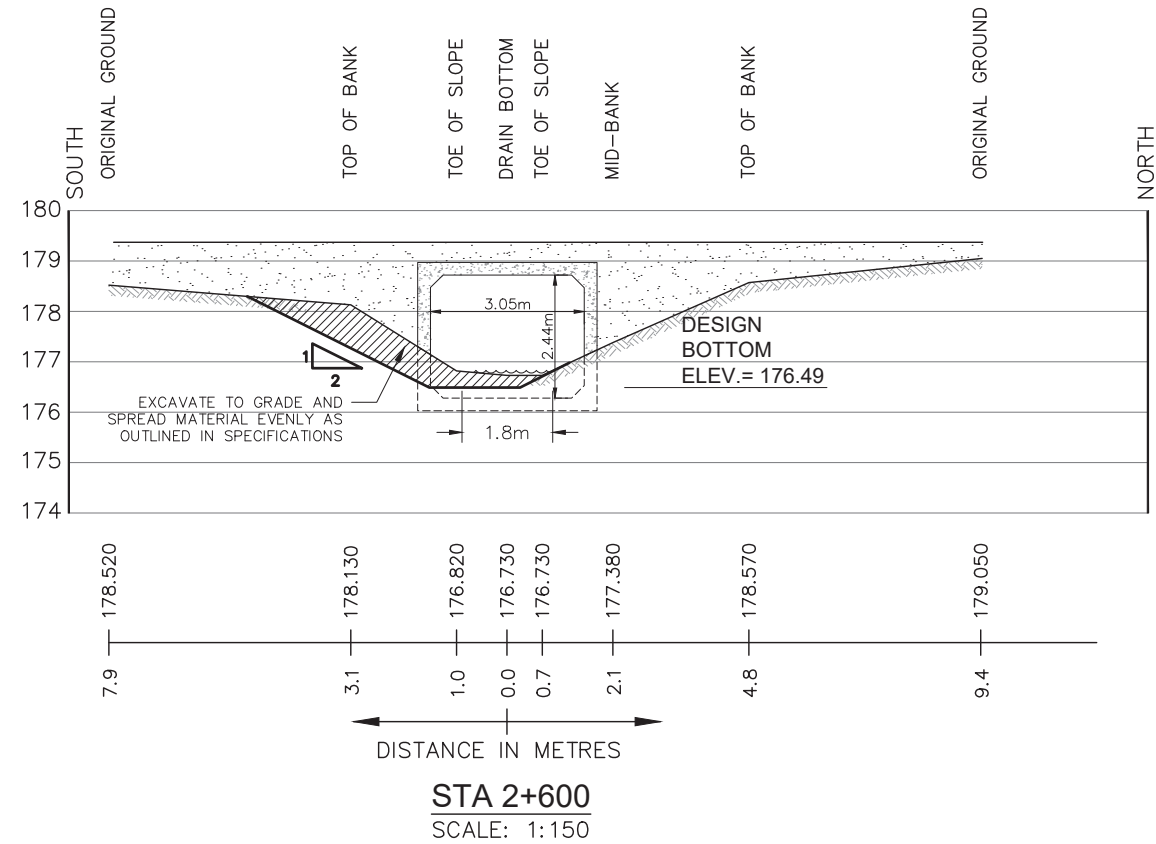
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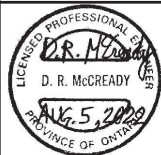
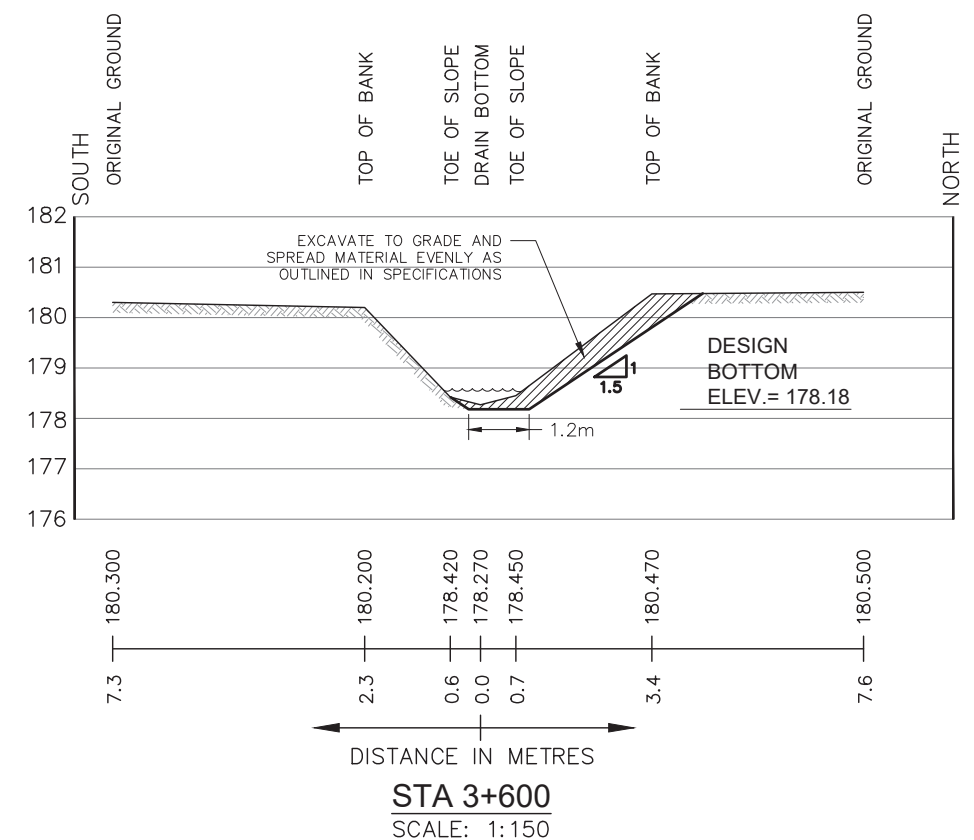
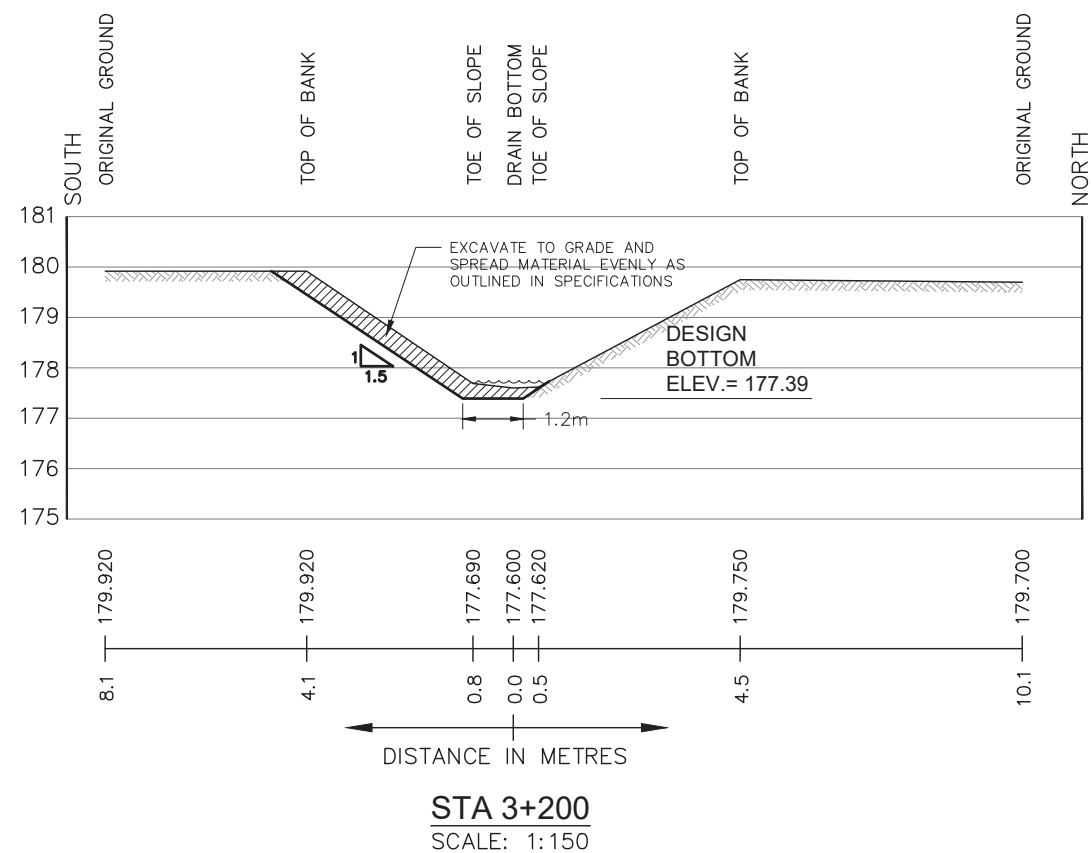
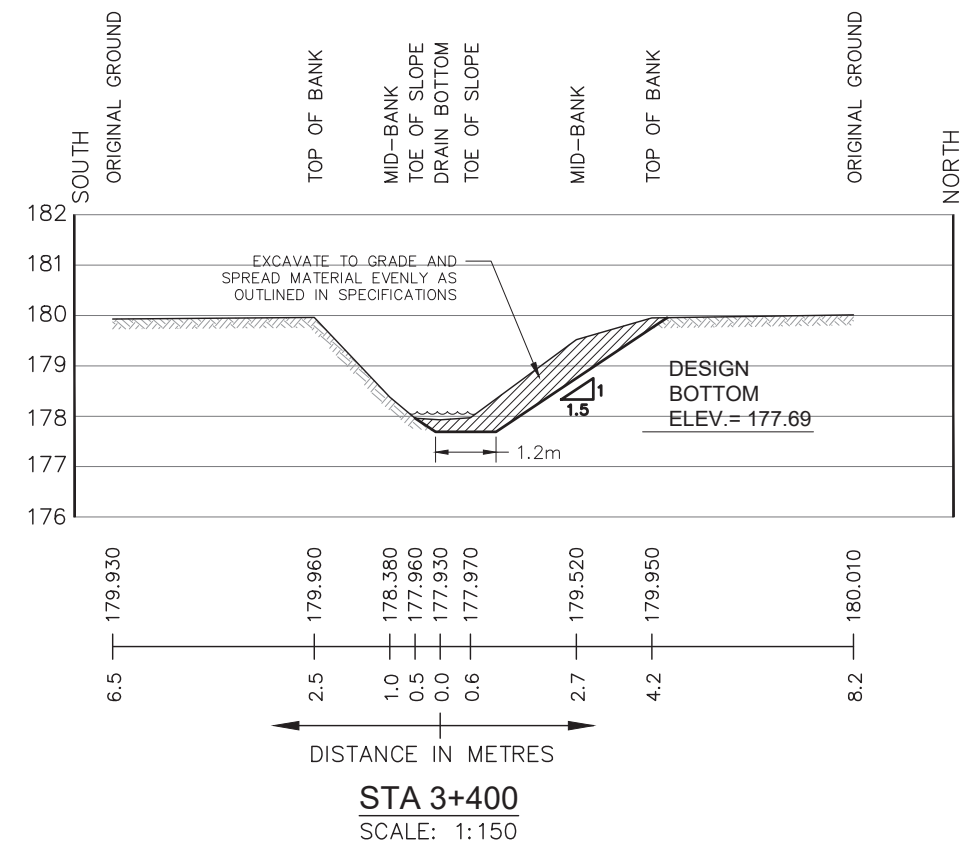
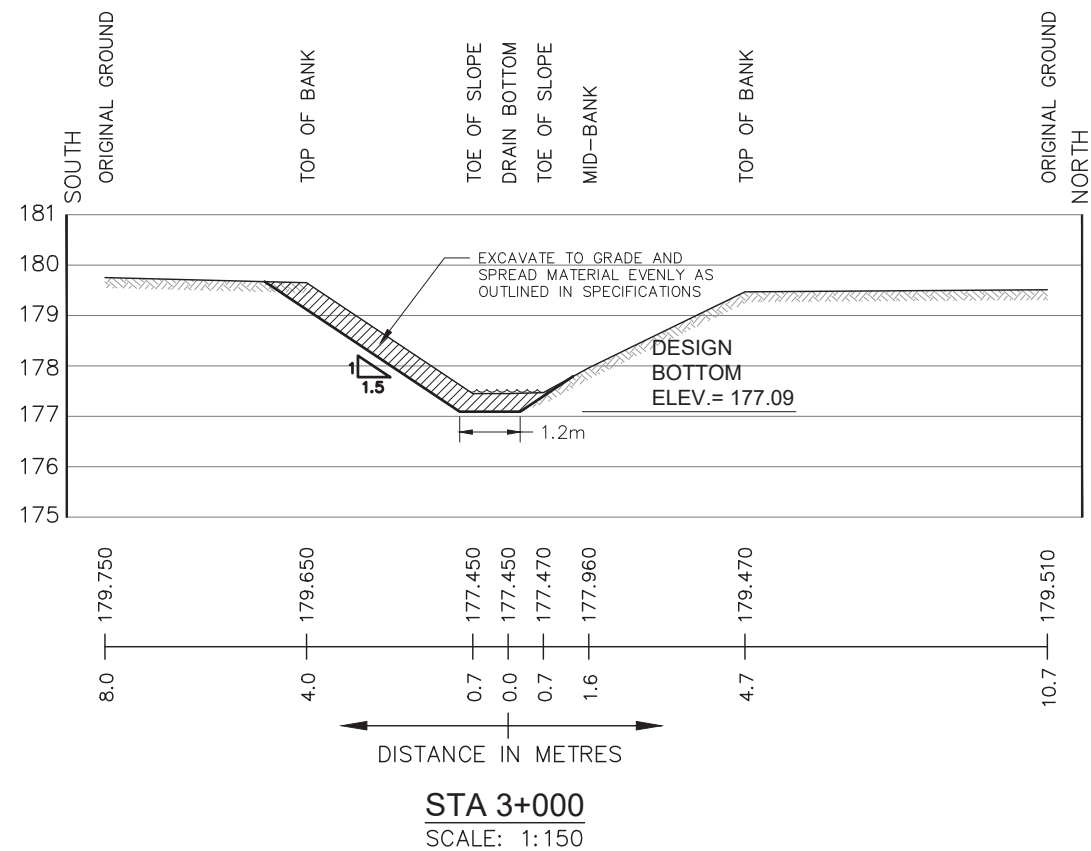
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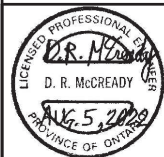
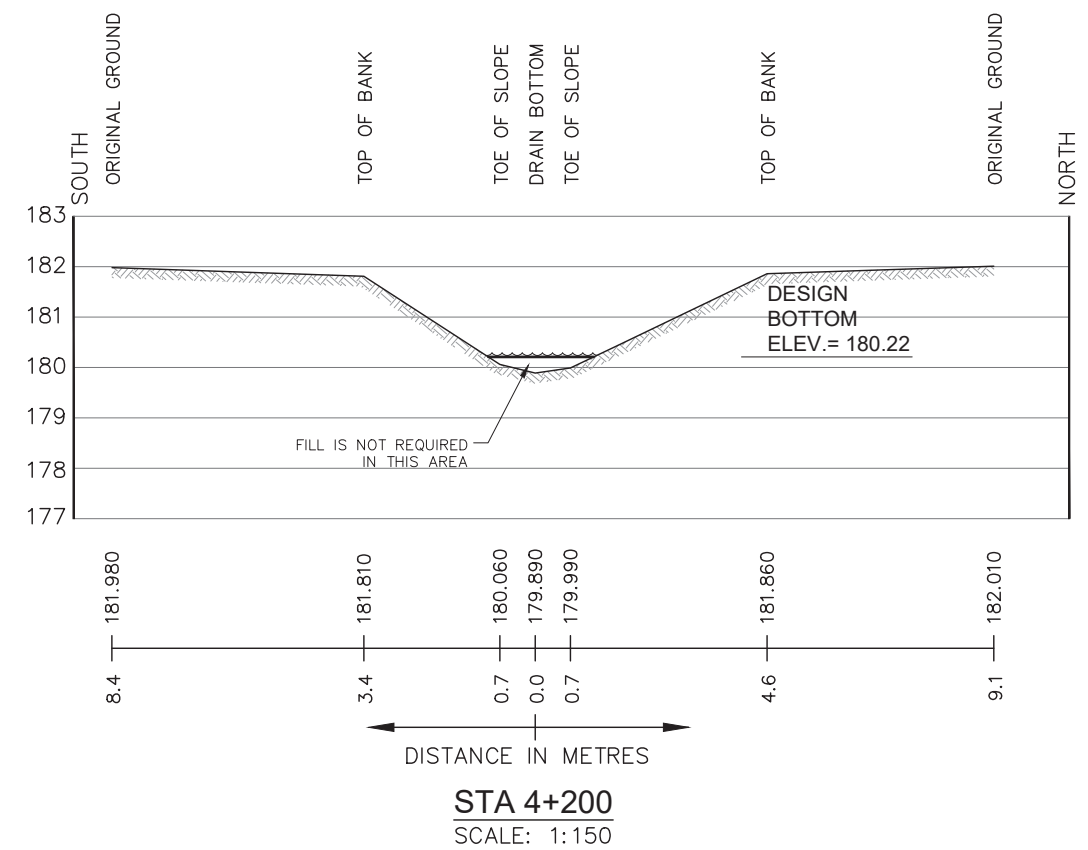
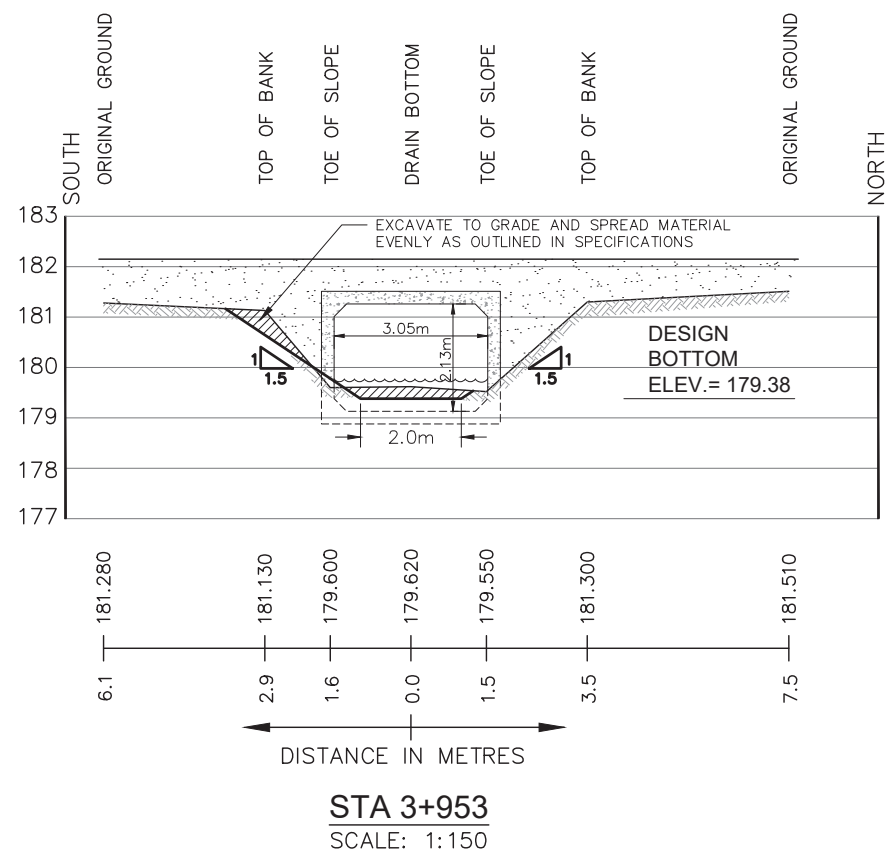
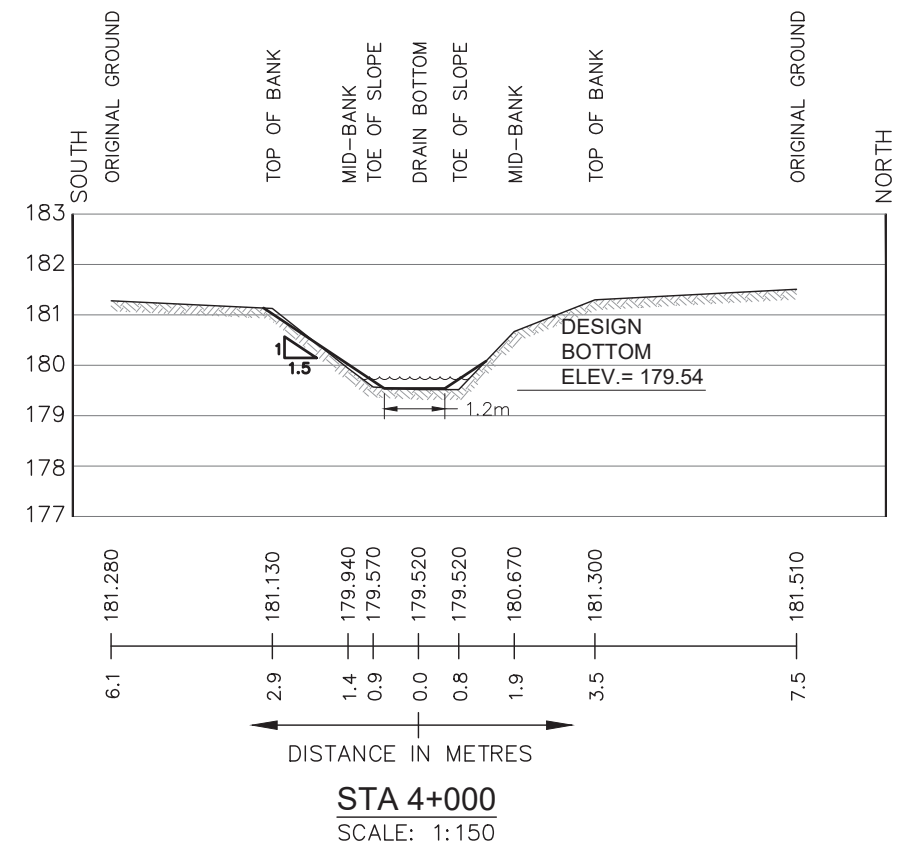
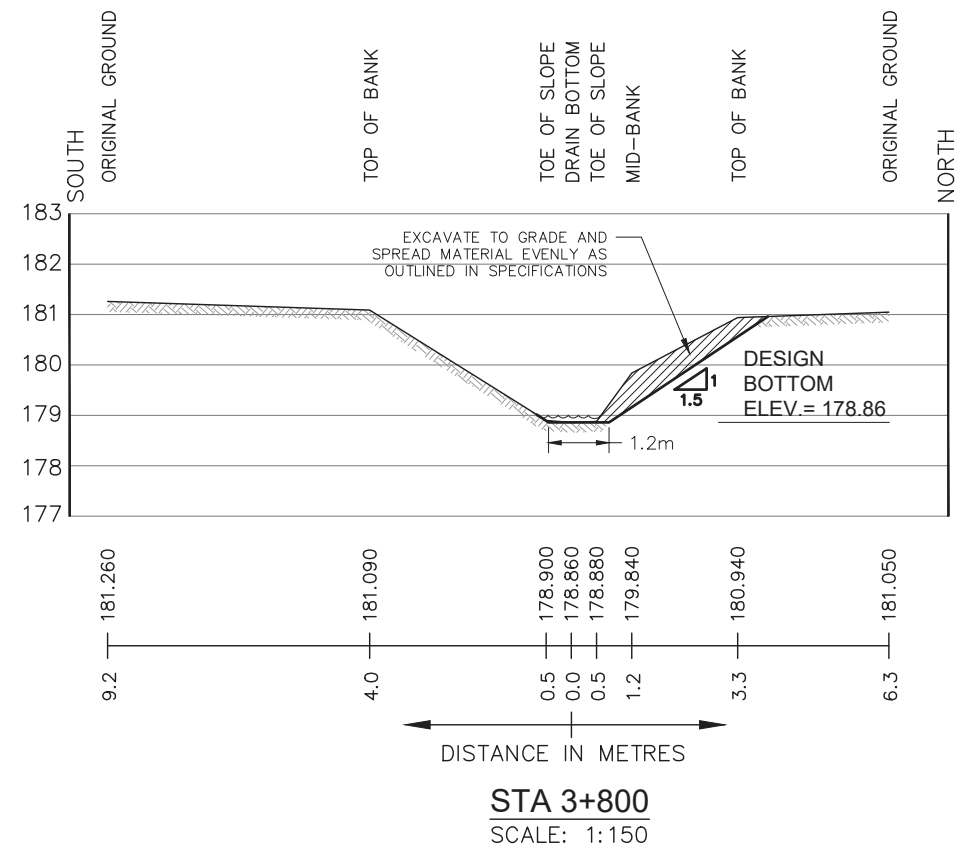
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4TH CONCESSION DRAIN IMPROVEMENTS
CROSS-SECTIONS STATIONS 2+600 TO 2+869

PROJECT NO. 18-769
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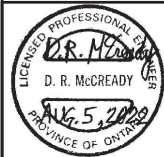
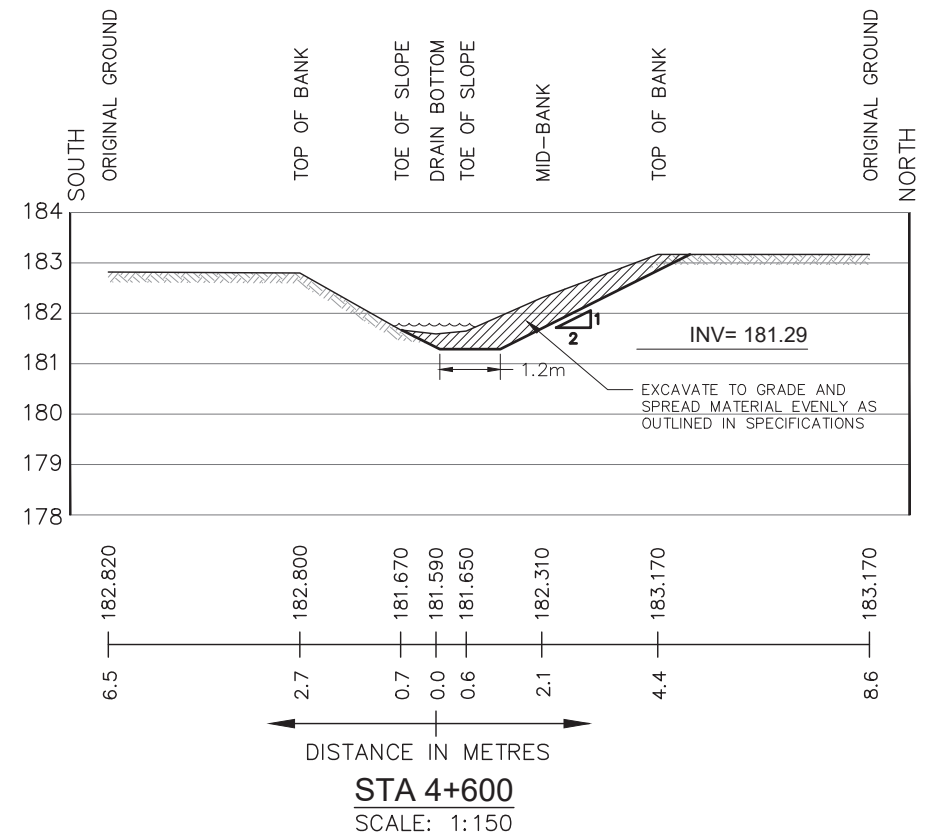
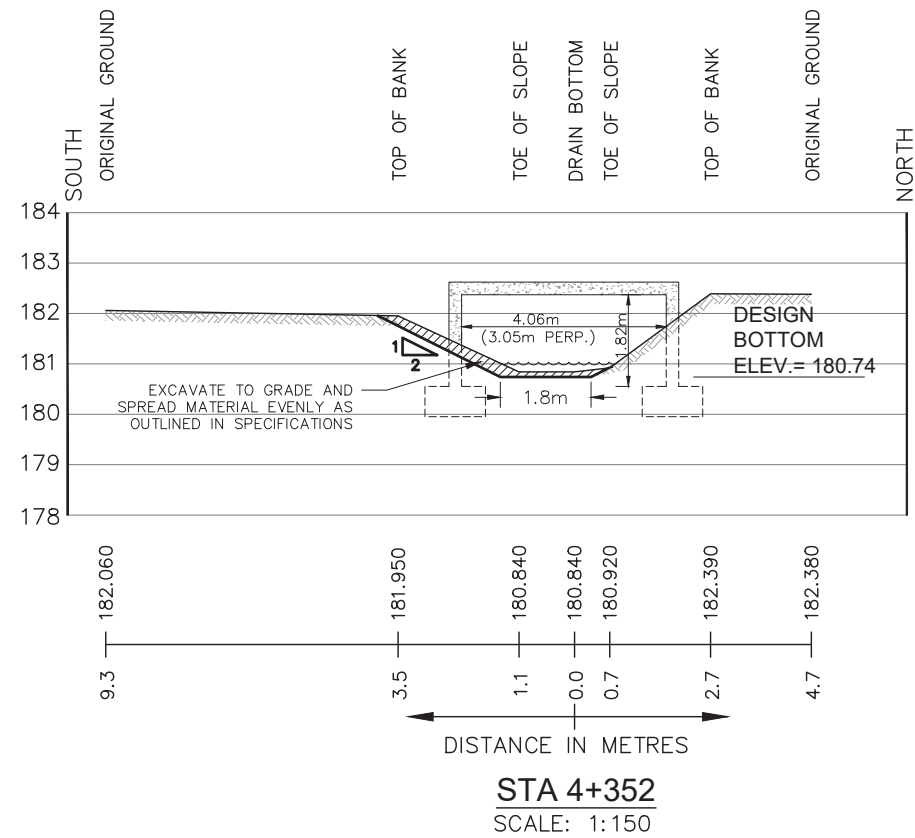
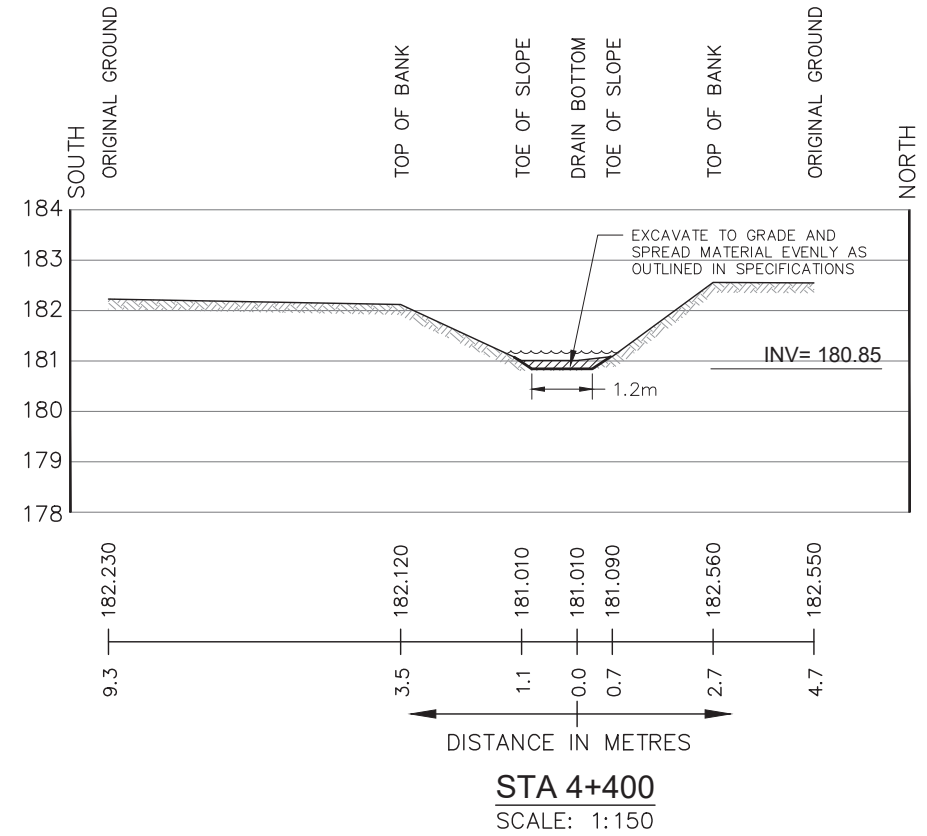
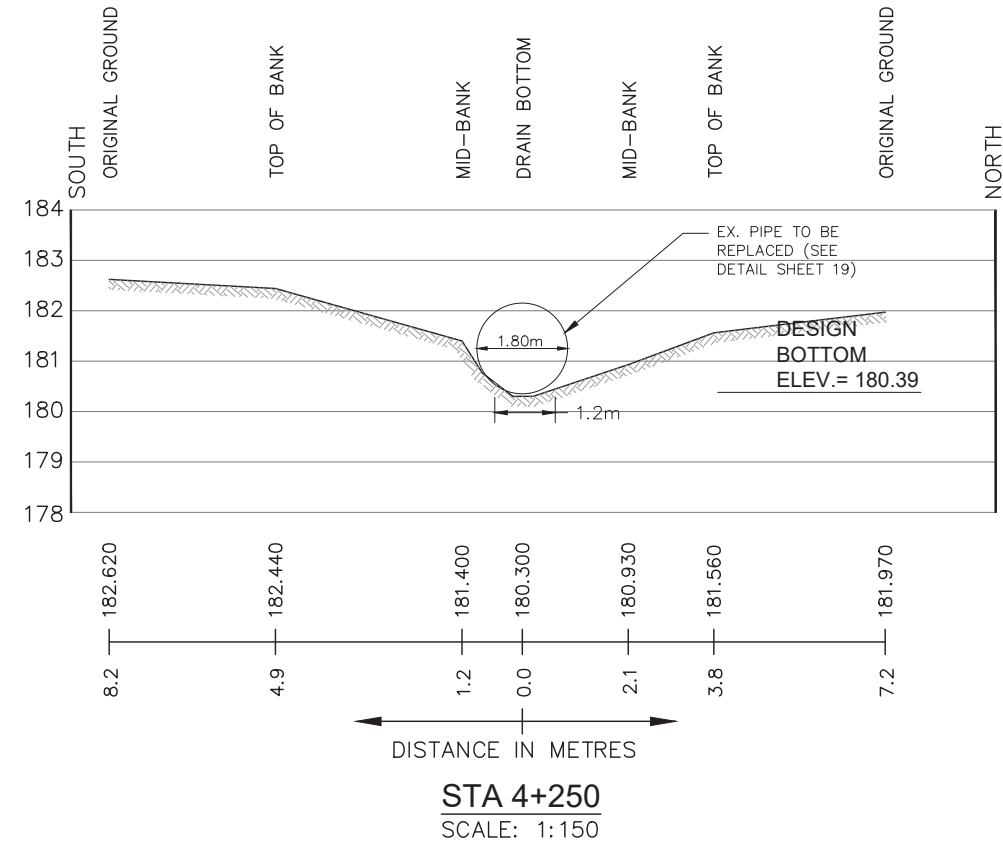


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CHECKED	S.M.L.
DRAWN	M.M.H.
CHECKED	S.M.L.
DATE	5 AUG. 2022
SCALE	AS SHOWN

4TH CONCESSION DRAIN IMPROVEMENTS

CROSS-SECTIONS
STATIONS 3+800 TO 4+200

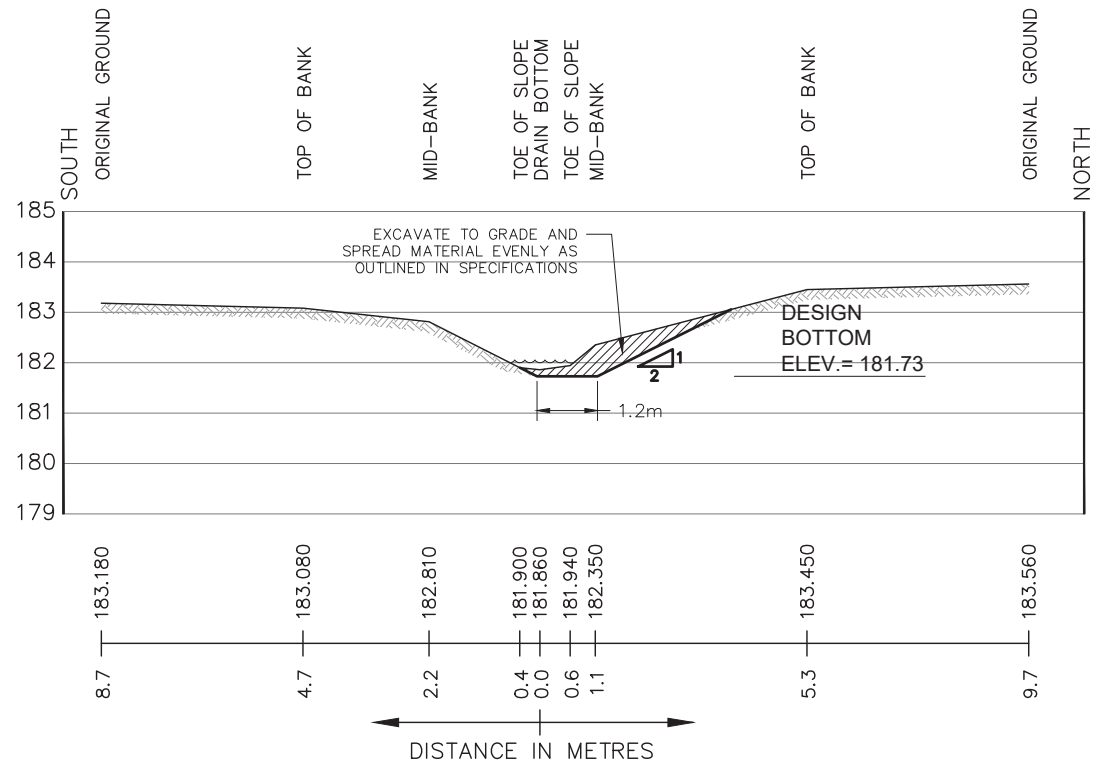
PROJECT NO.	18-769
SHEET NO.	13
OF	19



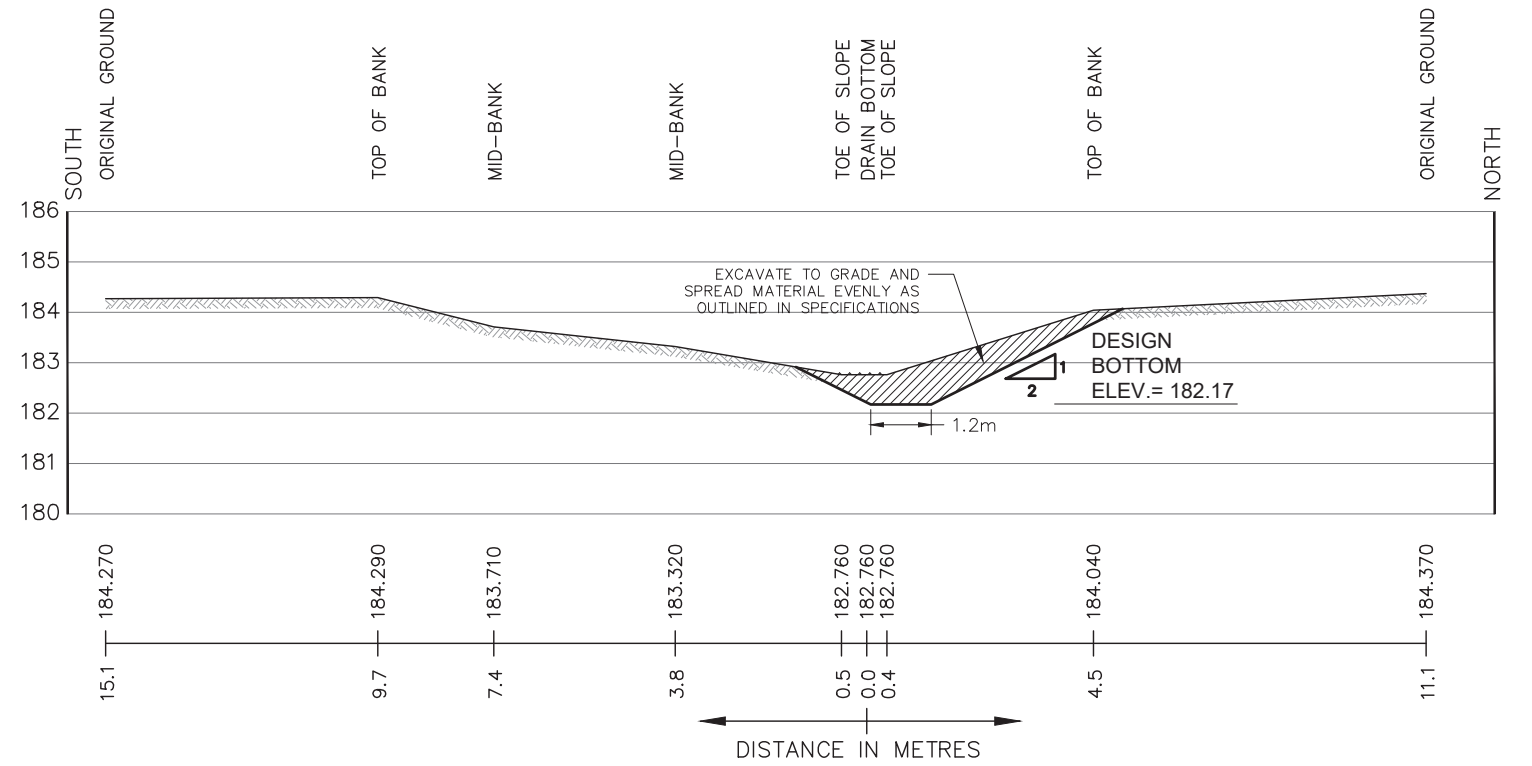
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DRAWN	M.M.H.
CHECKED	S.M.L.
DATE	5 AUG. 2022
SCALE	AS SHOWN

4TH CONCESSION DRAIN IMPROVEMENTS
CROSS-SECTIONS STATIONS 4+250 TO 4+600

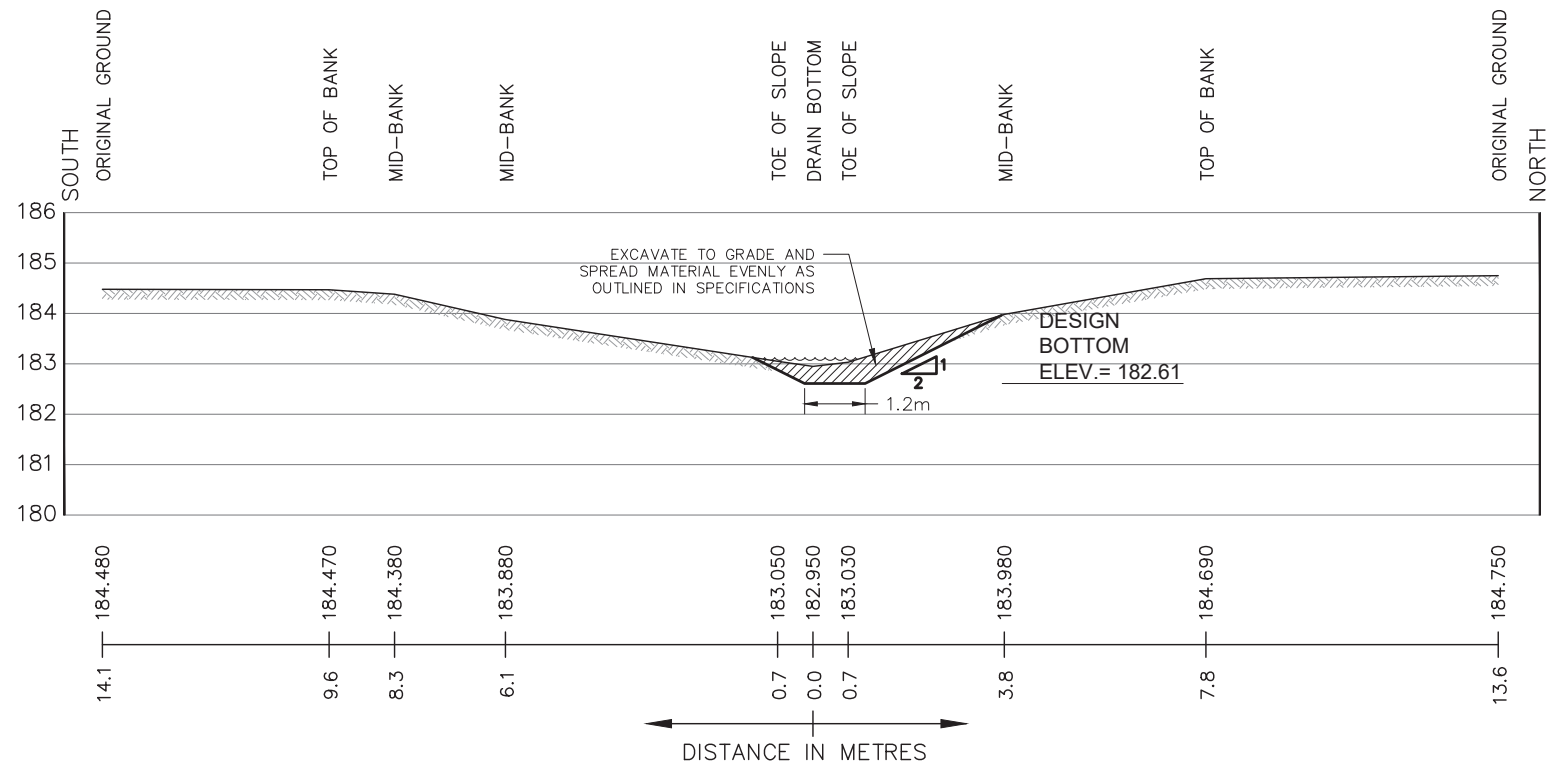
PROJECT NO. 18-769
SHEET NO. 14
OF 19



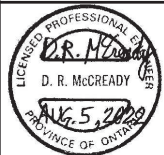
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SCALE: 1:150



STA 5+000
SCALE: 1:150



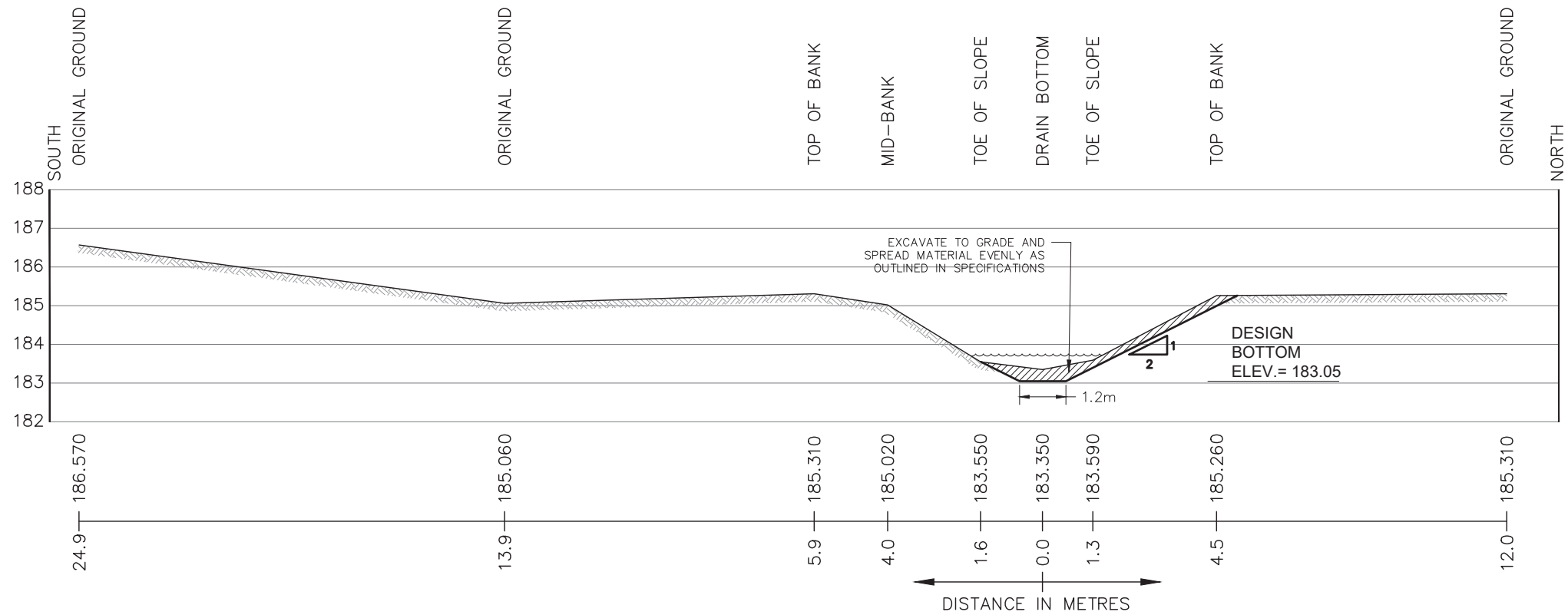
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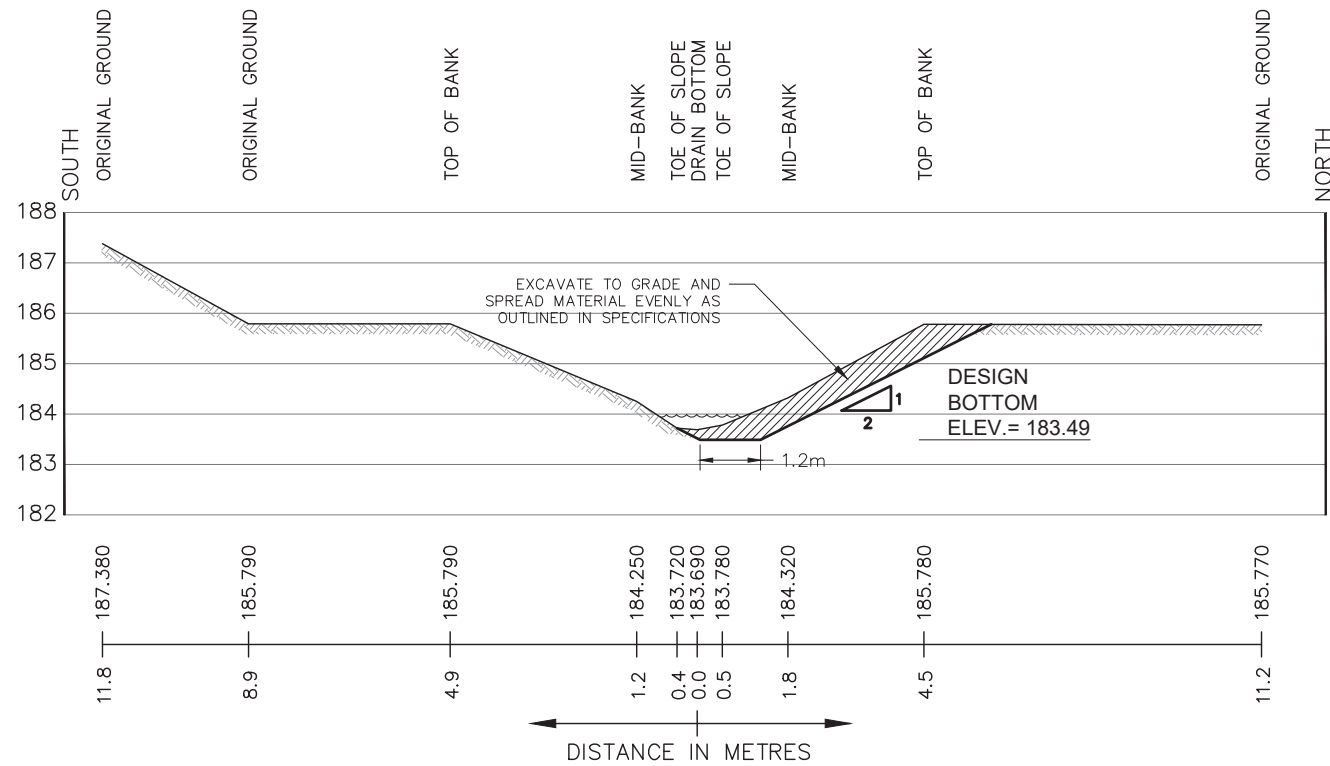
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DRAWN	M.M.H.
CHECKED	S.M.L.
DATE	5 AUG. 2022
SCALE	AS SHOWN

4TH CONCESSION DRAIN IMPROVEMENTS
CROSS-SECTIONS STATIONS 4+800 TO 5+200

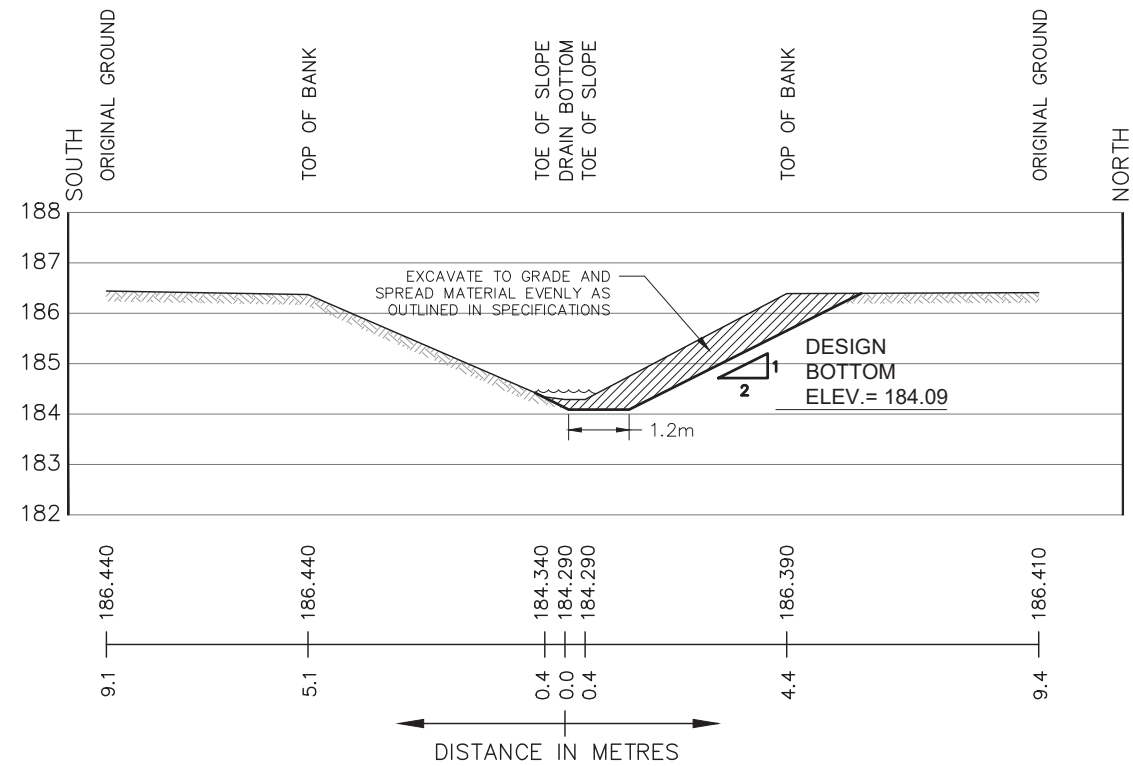
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SHEET NO. 15
OF 19



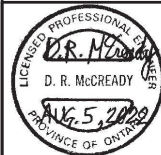
STA 5+400
SCALE: 1:150



STA 5+600
SCALE: 1:150



STA 5+800
SCALE: 1:150

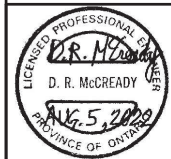
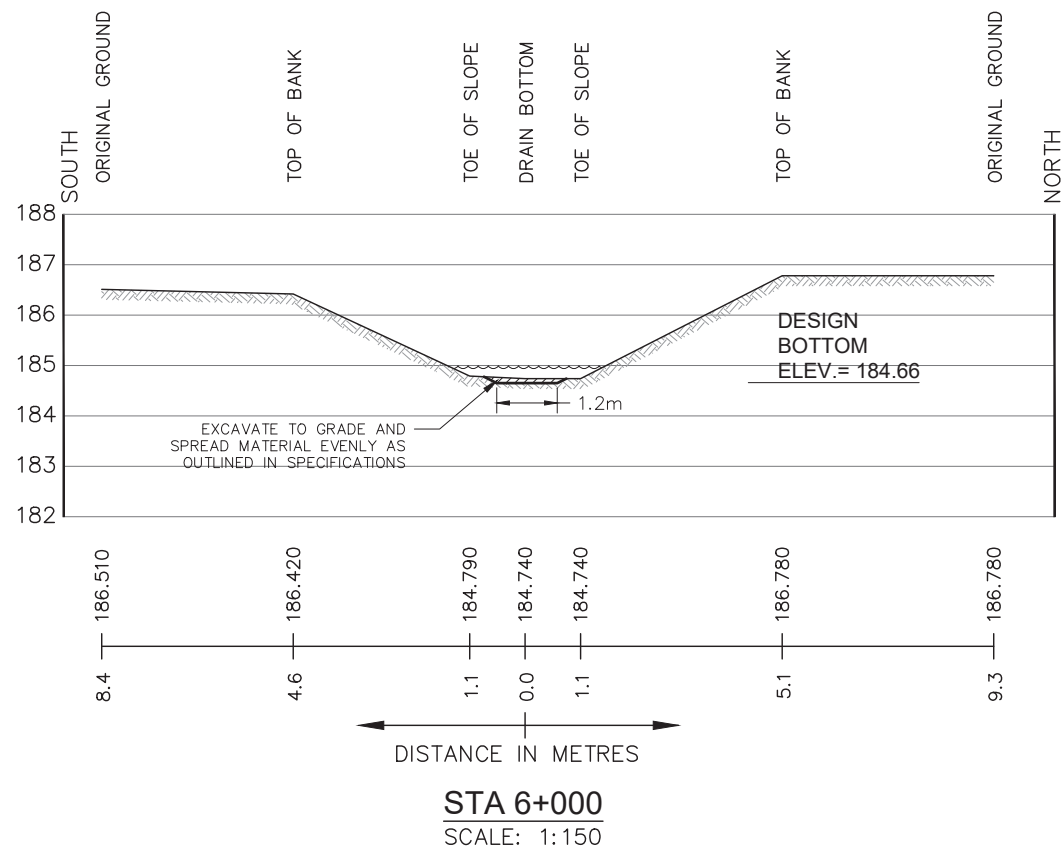
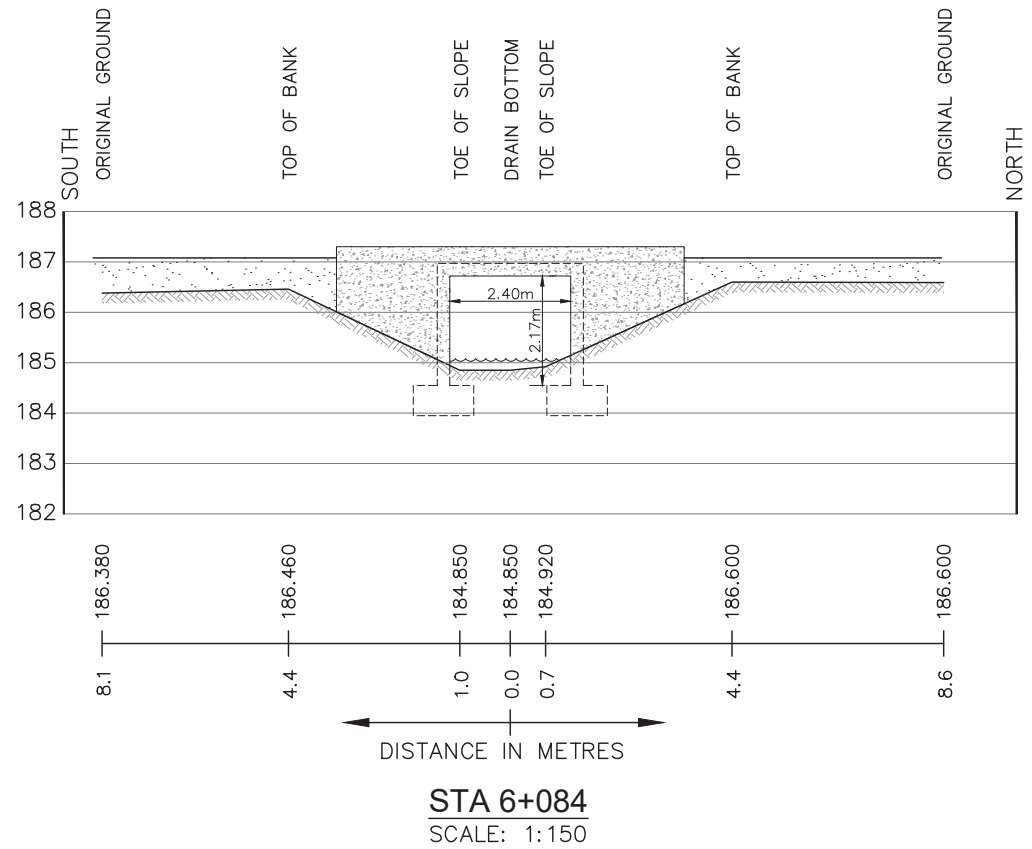
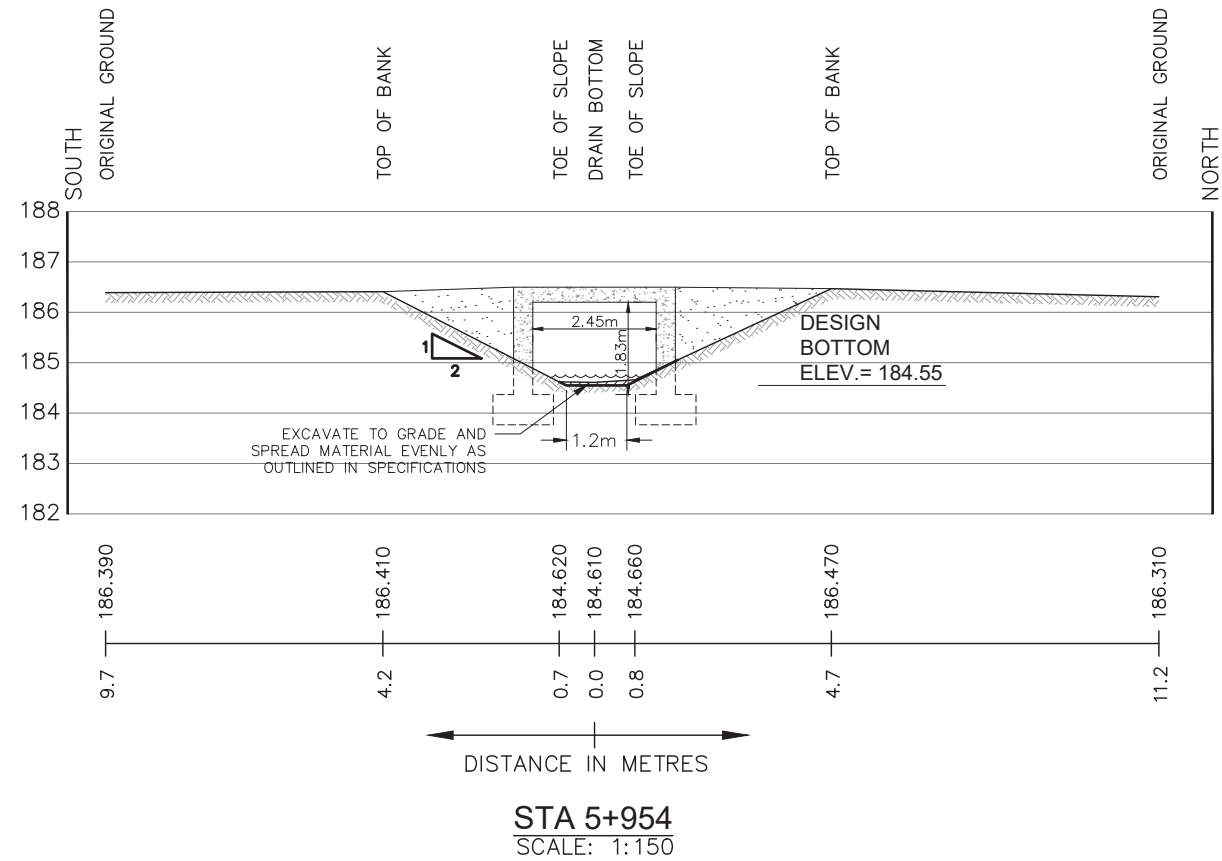


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CHECKED	S.M.L.
DATE	5 AUG. 2022
SCALE	AS SHOWN

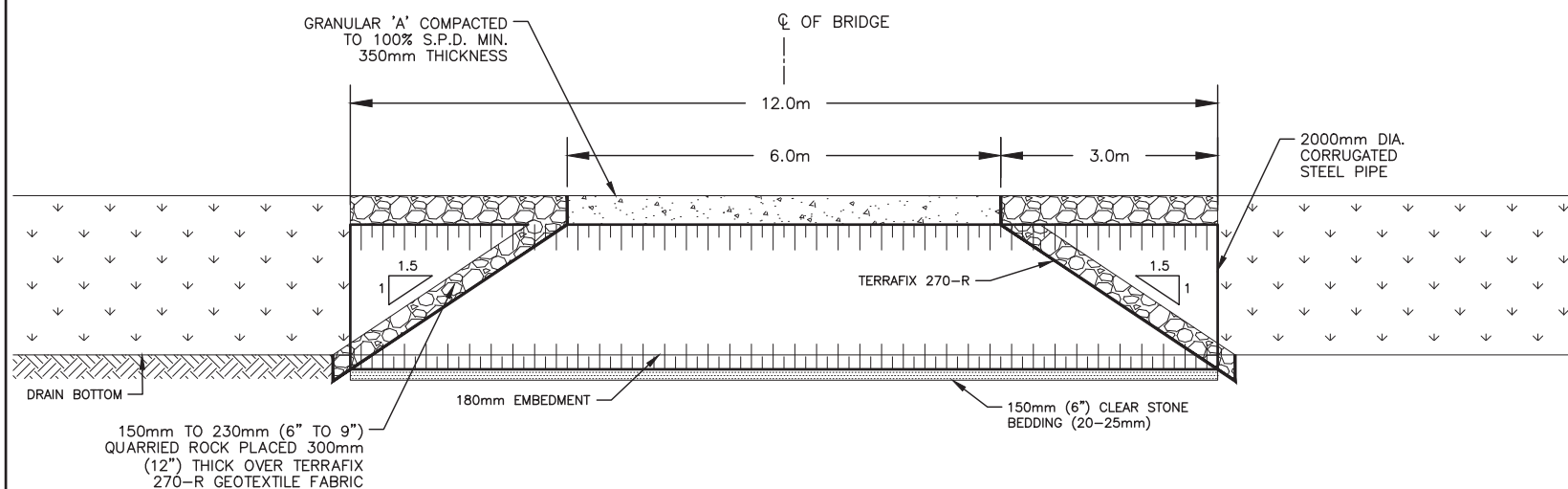
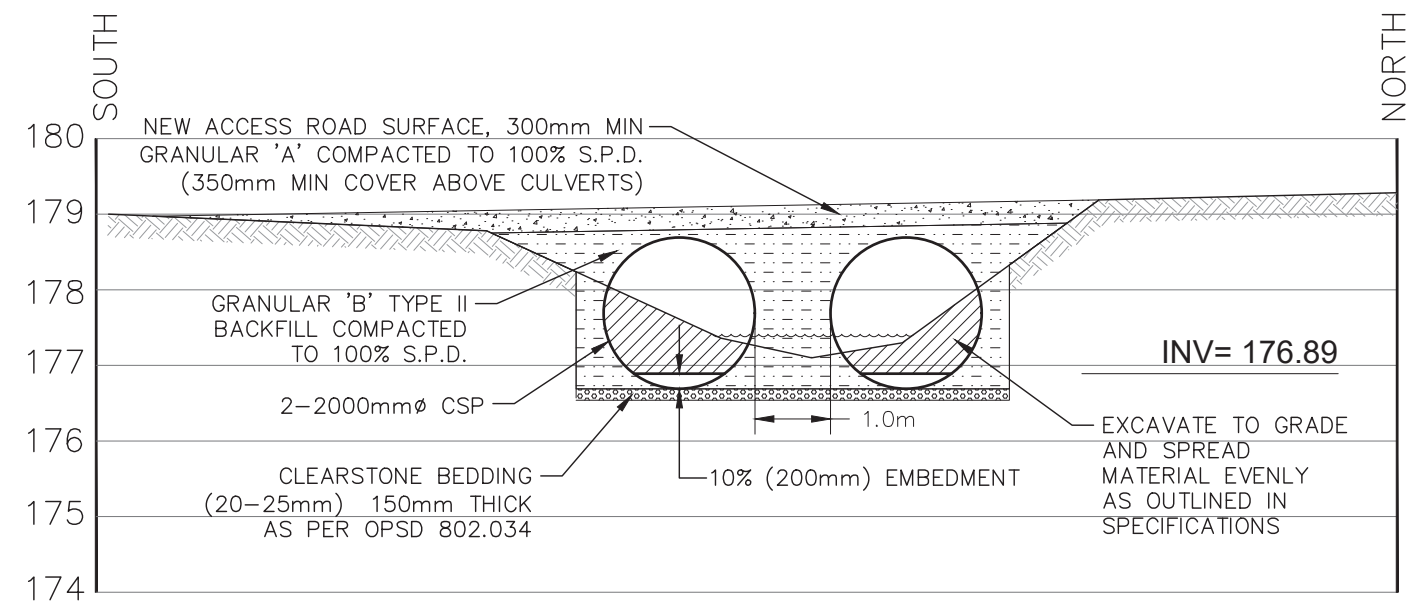
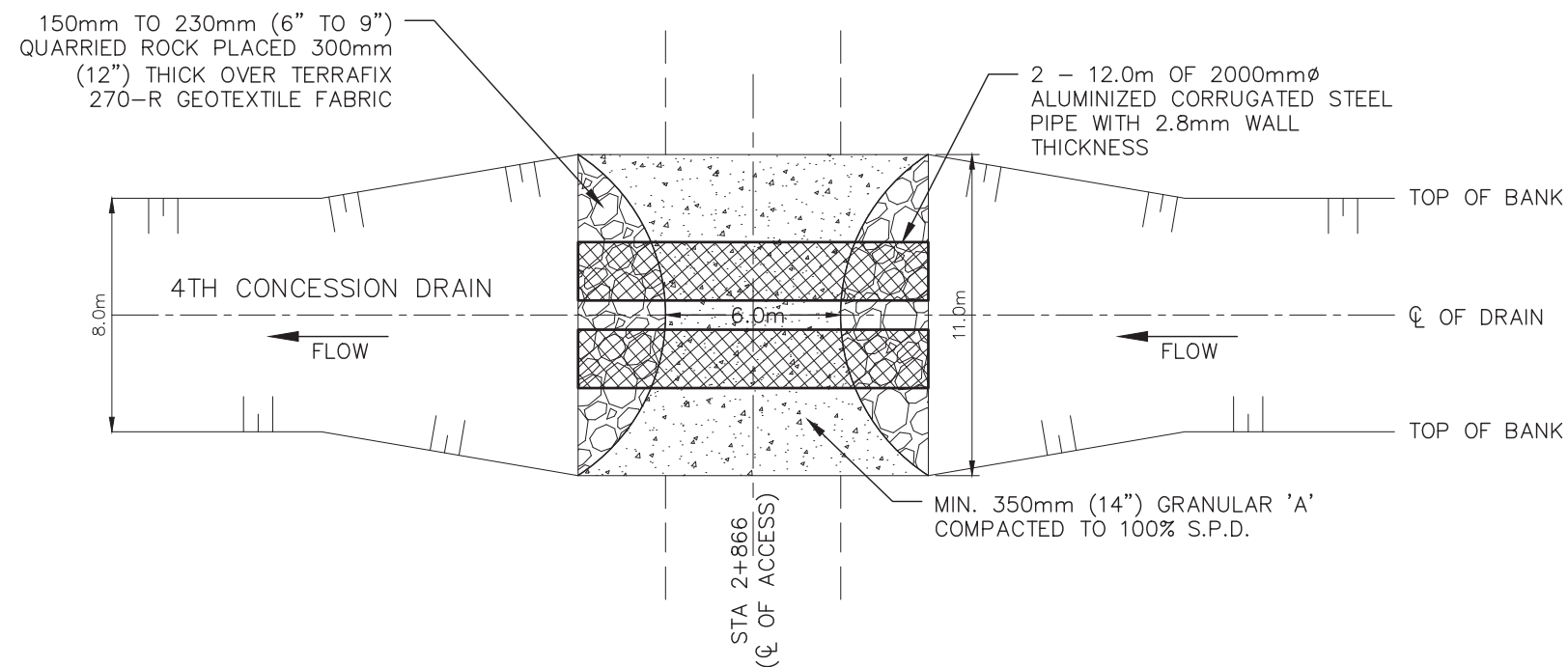
4TH CONCESSION DRAIN IMPROVEMENTS

CROSS-SECTIONS
STATIONS 5+400 TO 5+800

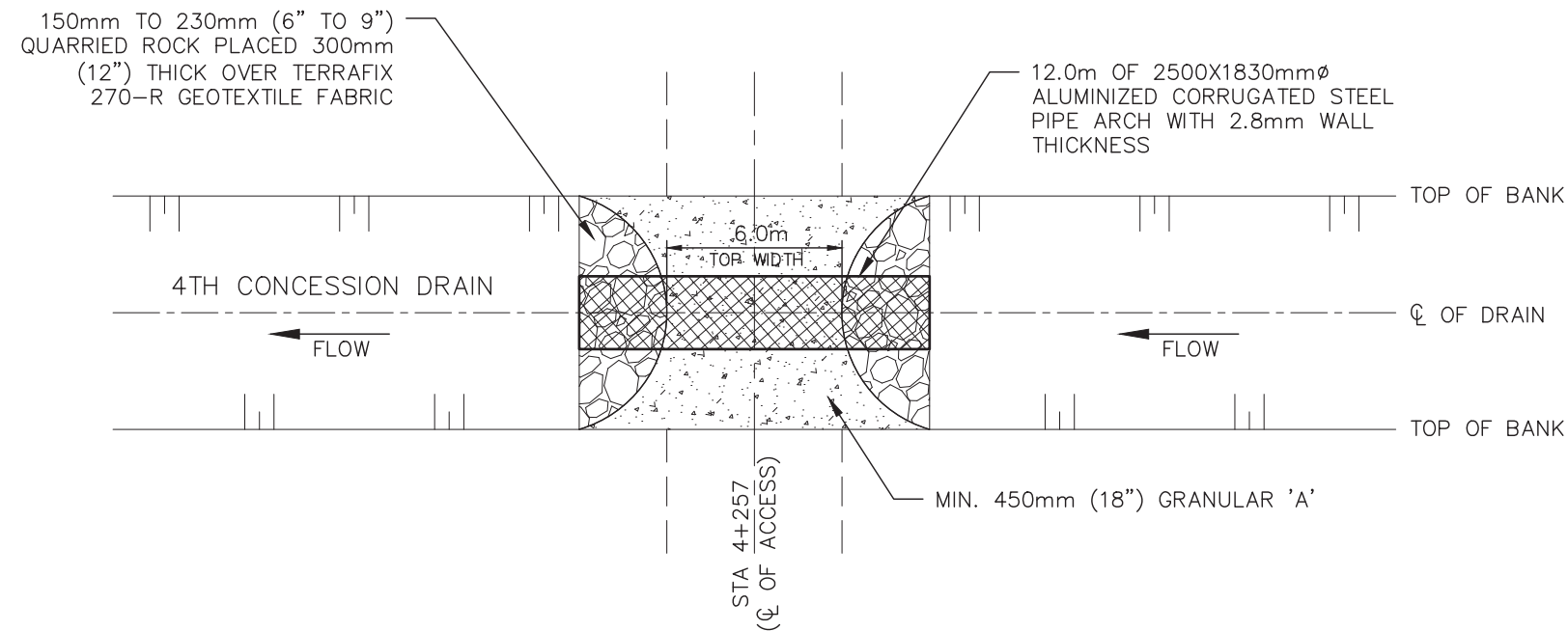
PROJECT NO.	18-769
SHEET NO.	16
OF	19



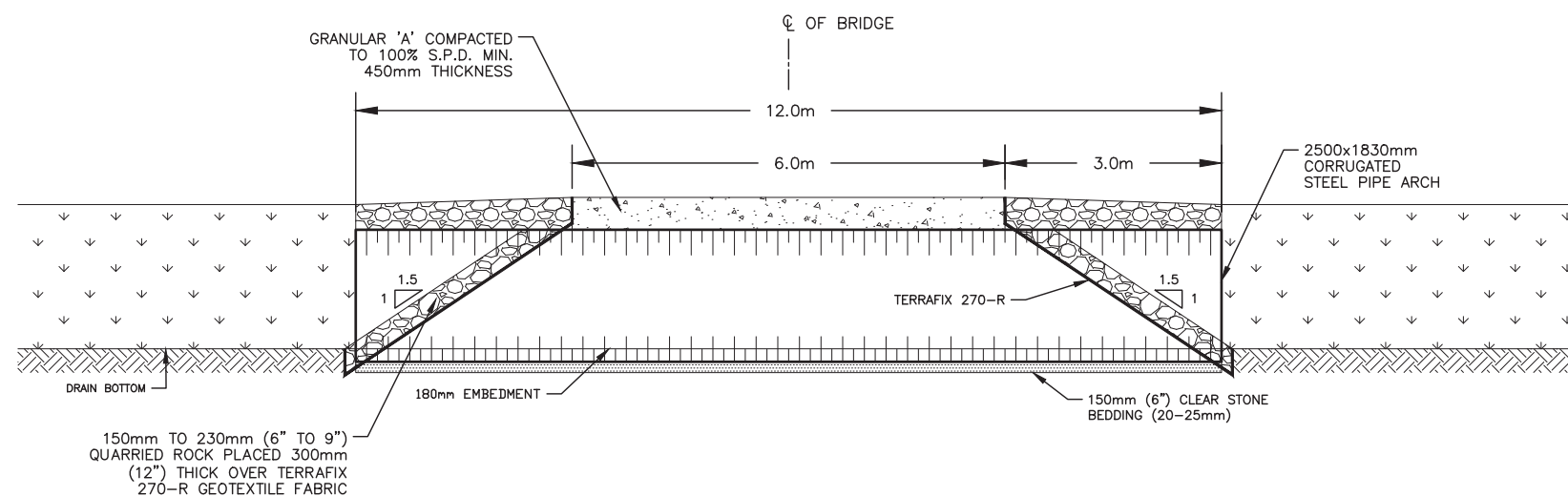
DESIGN	D.M.	4TH CONCESSION DRAIN IMPROVEMENTS	PROJECT NO.
CHECKED	S.M.L.		18-769
DRAWN	M.M.H.		SHEET NO.
CHECKED	S.M.L.		17
DATE	5 AUG. 2022		OF
SCALE	AS SHOWN		19



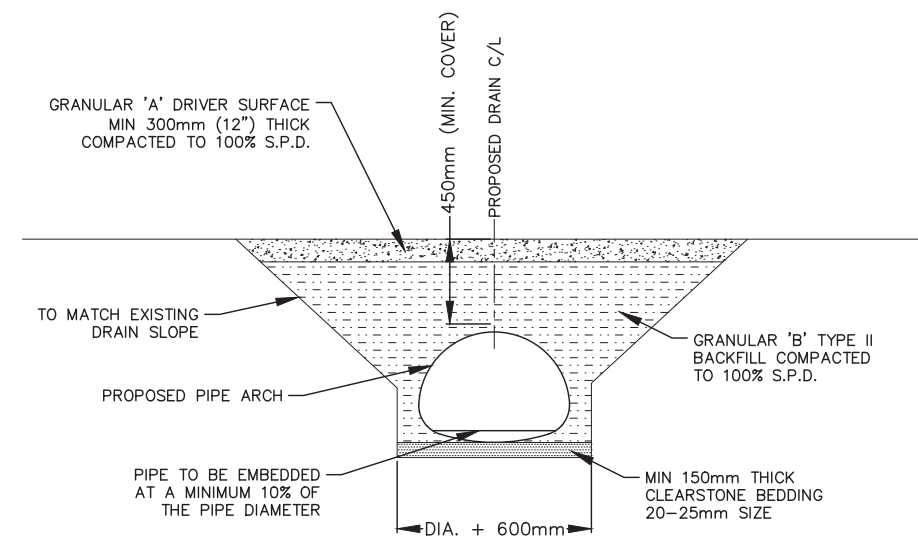
PIPE SIZE	2000mm DIA.
PIPE LENGTH	12.0m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE
UPSTREAM PIPE INVERT	176.70
DOWNSTREAM PIPE INVERT	176.68
PIPE GRADE	0.15%



PLAN VIEW
SCALE: 1: 250

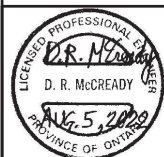


LONGITUDINAL SECTION
SCALE: 1:100



CROSS SECTION DETAIL (TYPICAL)
NOT TO SCALE

PIPE SIZE	2500 x 1830mm
PIPE LENGTH	12.0m
PIPE GAUGE	2.8mm
CORRUGATION PROFILE	125 x 25mm
TYPE OF PIPE	ALUMINIZED TYPE II CORRUGATED STEEL PIPE ARCH
UPSTREAM PIPE INVERT	180.26
DOWNSTREAM PIPE INVERT	180.22
PIPE GRADE	0.34%



DESIGN	D.M.
CHECKED	S.M.L.
DRAWN	M.M.H.
CHECKED	S.M.L.
DATE	5 AUG. 2022
SCALE	AS SHOWN

4TH CONCESSION DRAIN IMPROVEMENTS
CULVERT NO. 7 INSTALLATION STATION 4+257

PROJECT NO. 18-769
SHEET NO. 19
OF 19

The Corporation of the Town of LaSalle

By-law Number 8764

A By-law to provide for the repair and improvements of the 4th Concession 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 4th Concession Drain;

And whereas the Drainage Report for the repair and improvement of the 4th Concession Drain in the Town of LaSalle and Holden Outlet Drain in the Town of Tecumseh (hereafter "Drainage Report") dated August 5, 2022, has been authored by Dennis R. McCready, B.A.Sc., P.Eng, and Shane LaFontaine, M.Eng., P.Eng. of RC Spencer Associates Inc. and said report is attached hereto as Schedule "A" and forms part of this By-law;

And whereas \$1,039,785.00 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 4th Concession Drain 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 4th Concession Drain dated August 5, 2022, as prepared by RC Spencer Associates 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 \$1,039,785.00 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 24 January 2023



Mayor



Clerk

Read a third and final time this _____ day of _____, 2023.

Mayor

Clerk



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: February 14, 2023

Report Number: PWES-2023-09

Subject: Disaster Mitigation and Adaptation Fund
Phase 1: Scully-St. Mark's Pump Station
Preselection and Prepurchase of Backup Generator
Request for Quotations Results

Recommendations

It is recommended:

That Report PWES-2023-09 Disaster Mitigation and Adaptation Fund Phase 1: Scully-St. Mark's Pump Station Preselection and Prepurchase of Backup Generator Request for Quotations Results, **be received;**

And that the quotes submitted on January 12, 2023 for the supply of one diesel generator set for the Scully-St. Mark's Pump Station Project, **be rejected.**

Background

As Council is aware, the Town applied for and was successful in receiving federal government funding in 2020 totalling \$10.7M to support the Town's Climate Change and Flooding Resiliency Project under the Disaster Mitigation and Adaptation Fund (DMAF). The Town's portion of the total project costs was estimated at \$16.05M of the total \$26.75M. A Contribution Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities (Canada) and The Corporation of the Town of Tecumseh (Town) was signed and executed in August 2021. This funding will be expended on the following:

1. Phase 1

- a. Construction of a new consolidated Scully-St. Mark's Pump Station and a Riverside Drive Trunk Storm Sewer;
- b. Decommissioning of the existing St. Mark's Storm Pump Station; and

2. Phase 2

- a. Construction of a new Peter J. Cecile Pump Station.

Phase 1 of the Project is progressing, and the Town's Consultant, Dillon Consulting Ltd., together with SSL Project Services Incorporated, has completed the engineering design for the consolidated Scully-St. Mark's Pump Station.

It is the Town's practice to outfit all storm water pump stations with emergency backup generators to ensure each pump station is operational during power outages and/or hydro shortages. The construction of the consolidated Scully-St. Mark's Pump Station will include one diesel (backup) generator set in a standard weatherproof/sound attenuated factory enclosure.

Preselection & Prepurchase of Backup Generator

During detailed design, the Town's Consultants had contacted several suppliers to gauge the lead time required for the delivery of the backup generator for the consolidated Scully-St. Mark's Pump Station. Initially, suppliers were consistently advising in excess of a 15-month delivery time from date of order. Based on the information at that time, Administration decided it was necessary to issue a request for quotation for the prepurchase of the backup generator to coincide with the construction schedule for the consolidated Scully-St. Mark's Pump Station.

Comments

In accordance with Article 6 of the Contribution Agreement between Canada and the Town, the Town must "ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles...".

In accordance with the Town's Purchasing Policy (Policy No. 17) and Schedule A of By-law 2021-60, a project with a value of \$50,000 to \$500,000 requires a formal quotation process.

A Request for Quotations (RFQ) for Equipment Preselection and Prepurchase for Scully-St. Mark's Pump Station Backup Generator was developed and posted on the

Town's Bids and Tenders account on December 1, 2022 with a closing date of January 12, 2023. Among other details, the RFQ generally included the following requirements:

- the supply of one diesel generator set, meeting the Technical Specifications outlined in the RFQ, set in a standard weatherproof/sound attenuated factory enclosure;
- automatic transfer switch;
- accessories for installation and maintenance; and
- spare parts, control panel(s), instrumentations, and any special tools.

Two quotations were received on January 12, 2023 and were opened in the presence of Administration and the Director Financial Services & Chief Financial Officer. The results are summarized as follows:

Company	Quote
CF Industrial Products	\$575,839.00
Toromont Cat	\$603,577.75

SSL Projects Services Incorporated reviewed the submissions and provided the attached summary. Refer to Attachment 1.

Both RFQ packages were submitted on time and with the required documentation.

Based on a review by SSL Project Services Incorporated, both submissions were qualified in some way. The following observations were noted:

Bid Qualification	CF Industrial Products	Toromont Cat
Timing	The quote indicates they cannot meet the intended delivery date. The quote does not guarantee delivery date.	The quote is based on delivering earlier than needed. The quote excludes any storage costs.

Bid Qualification	CF Industrial Products	Toromont Cat
Met the Technical Specifications	Yes	No. The quote has several significant departures from the technical specifications required.
Conflicting Terms and Conditions	The quote included separate terms and conditions, which do not necessarily mimic the RFT's stated terms and conditions.	The quote included separate terms and conditions, which do not necessarily mimic the RFT's stated terms and conditions.

Given the departures from the RFQ document, it is recommended that no bid be accepted at this time.

The coordination for the delivery and installation of the backup generator is key to the pump station construction. In recent discussions with the Town's Consultants, suppliers have since indicated that the lead time for the delivery of the backup generator will be in line with the construction schedule. As a result, the need to prepurchase the backup generator at this time is not critical as originally anticipated.

In consultation with the SSL Project Services Incorporated and Financial Services, it is suggested that the preselection and prepurchase of the backup generator be included in the Project Construction Tender to construct the consolidated Scully-St. Mark's Stormwater Pump Station. This is a more effective and advantageous approach. Project management will be more manageable by coordinating the construction project and the supply of the backup generator under one tender rather than two.

Given the increase in equipment and material costs over the past couple of years due to the current economic condition (i.e., high rate of inflation) and the challenges experienced with supply chain, it is the opinion of Administration that the general contractor for the Project Construction Tender will have greater opportunity to reach a larger number of generator suppliers for the purchase of the backup generator.

Consultations

Financial Services
Dillon Consulting Ltd.
SSL Project Services

Financial Implications

There are no cost implications associated with this report.

The project cost estimates for DMAF Phase 1, the Scully St. Mark's Pump Station and Riverside Drive Storm Trunk Sewer Projects were updated in the January 26, 2023 Special Council Meeting Report [PWES-2023-01](#) to be more in line with recent market conditions and inflation.

The Scully-St. Marks Pump Stations and Riverside Drive Storm Trunk Sewer estimate is \$23,335,000, broken down as \$20,600,000 for storm sewers and pumping stations, \$635,000 for sanitary sewers and \$2,100,000 for road reconstruction. The DMAF grant funding pertaining to this phase is estimated at \$6.82M (of the total \$10.7M DMAF grant funding).

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Cheryl Curran, BES
Project Technician

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Engineering Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	RFQ Review conducted by SSL Project Services Incorporated

MEMO

To:	Phil Bartnik, P.Eng., Director, Public Works & Engineering Services, The Corporation of the Town of Tecumseh
Cc:	Tom Kitsos, Kirby McArdle, John Henderson
From:	Susan St. Louis, P.Eng., SSL Project Services Inc.
Date:	January 18, 2023
Subject:	Scully/St. Mark's Pump Station Backup Generator Equipment Preselection RFQ 74 Summary of Tender Results

Background

Two (2) tenders were received for this preselection on January 12, 2023. The tender results are summarized as follows:

Tenderer	Total Tender Price Excluding Taxes
Toromont Cat	\$605,553.75 (Unofficial result)
CF Industrial Products	\$576,639.00 (Unofficial result)

All tenders were received via the online tender portal within the allotted time.

All tenders acknowledged the three (3) addenda.

All tenders submitted proof of the required bid bonds in a suitable format.

Analysis

Based on our review of the tender submissions, both submissions were qualified in some way.

Cont'd.....

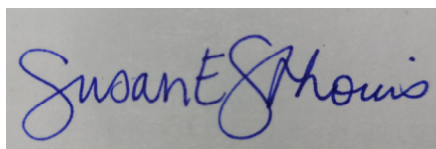
Specifically, the following observations are made:

Bid Qualification	Toromont Cat	CF Industrial Products
Timing	The quote is based on delivering earlier than needed. The quote excludes any storage costs.	The quote indicates they cannot meet the intended delivery date. The quote does not guarantee delivery date.
Met the Technical Specifications	No, the quote has several significant departures from the technical specifications required.	Yes, the quote meets the technical specifications required.
Conflicting Terms and Conditions	The quote included separate terms and conditions, which do not necessarily mimic the RFT's stated terms and conditions	The quote included separate terms and conditions, which do not necessarily mimic the RFT's stated terms and conditions

Recommendation

Given the above departures from the request for tender document, we recommend that no bid be accepted at this time.

Yours sincerely,
SSL Project Services Incorporated



Susan E. St. Louis, P.Eng.
Director



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: February 14, 2023

Report Number: PWES-2023-14

Subject: Disaster Mitigation and Adaptation Fund 2020 Intake
Phase 2: P.J. Cecile Storm Pump Station Replacement Project
Award of Engineering Consulting Services

Recommendations

It is recommended:

That Council **award** the Engineering Consulting Services for the P.J. Cecile Storm Pump Station Replacement Project in the amount \$1,157,400 excluding HST to Stantec Consulting Ltd. as an Irregular Result under the Town of Tecumseh Purchasing Policy and Schedule 'A' of By-law 2021-60;

And that By-law 2023-20 **be given** the first, second, third and final reading to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's Solicitor, with Stantec Consulting Ltd.

Background

The Government of Canada launched the Disaster Mitigation and Adaptation Fund (DMAF) to support large-scale infrastructure projects to help communities better manage the risks of disasters triggered by natural hazards. Under the DMAF 2020 Intake program, the Federal Government funds up to 40% of eligible costs of a project (or bundled projects) that are a minimum of \$20M total value and provides a ten-year period for projects to be completed.

In October 2020, the Town was advised that our funding application to DMAF for our bundled projects (totalling \$26.75M) was approved for a funding total of \$10.7M. The bundled projects include:

- 1) Construction of a new consolidated Scully & St. Mark's Storm Pump Station and a Riverside Drive Trunk Storm Sewer;
- 2) Decommissioning of the existing St. Mark's Storm Pump Station; and
- 3) Construction of a new P.J. Cecile Storm Pump Station.

The P.J. Cecile Storm Pump Station Improvements project consists of the construction of a new pump station over the footprint of the existing structure with increased capacity (approximately 8-times more capacity) and larger inlet to the pump station and outlet piping to Lake St. Clair. These improvements will enhance the level of service to accommodate the growing frequency of heavy rainfall events.

Comments

In accordance with the Town's Purchasing Policy (Policy No.17) and Schedule 'A' of By-law 2021-60, projects with a value greater than \$500,000 require a Request for Tender or Proposal process.

A Request for Proposal (RFP) was posted on the Town's Bids & Tenders account and on the Town's website on November 18, 2022. Proposals were received up to and including December 15, 2022, at which time one (1) firm had submitted a proposal.

The RFP was received and reviewed by a Selection Committee comprised of Town staff members. The Selection Committee evaluated the proposal on its own merit according to the evaluation criteria, which included: Understanding of the Scope, Proposed Implementation Plan, Relevant Project Experience, Project Manager, Project Staff and Fees.

The proposal submitted by Stantec Consulting Ltd. (Stantec) was deemed acceptable and satisfies the requirements of the RFP for Engineering Consulting Services for the P.J. Cecile Storm Pump Station Replacement Project. These services include planning, background review and investigation, preliminary design, obtaining all necessary regulatory approvals, detailed design, preparation of tender documents, tender services, contract administration and field inspection during construction and the maintenance period.

The tentative schedule proposed is in keeping with the DMAF program deadlines of **March 31, 2028**, and consists of:

- Commence Design – February 2023

- Completion of Design – October 2024
- Tender – November 2024
- Tender Award – December 2024
- Construction Starts – Spring 2025
- Substantial Completion of Construction – Summer/Fall 2026

Purchasing Policy and Schedule ‘A’ of By-law 2021-60

Section 4.5 b) of the Town’s Purchasing Policy states the following:

“In the event that only one bid is received in response to a request for tender, the bid may be opened and evaluated in accordance with the Town’s usual procedures when, in the opinion of the Department Director and Purchasing Officer, the bid should be considered by the Town. If, after evaluation by the Department Director and Purchasing Officer, the bid is found not to be acceptable, they may follow the procedures set out in Subsection 4.4 a) to d).”

In accordance with Section 4.5 c), if the bid received is found acceptable, it will be awarded as an Irregular result under Schedule ‘A’ of the Purchasing By-law. Schedule ‘A’ further states that an Irregular Result Greater than \$100,000 is to be approved by Council.

Consultations

Financial Services
SSL Project Services Inc.

Financial Implications

At the January 25, 2023 Special Meeting of Council, Council approved the recommendations (Motion: SCM-04/23) for report [PWES-2023-01](#) titled “Public Works & Engineering Services Five Year Capital Works Plan”, which included approval of additional funding for the P.J. Cecile Storm Pump Station Replacement Project.

Stantec’s proposal of \$1,157,400 is below the budgeted amount for Engineering Consulting Services within the overall project’s allocated budget.

This project was tendered in a fair and transparent manner in accordance with the DMAF Agreement, By-law 2021-64, between His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities, and the Town of Tecumseh.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Dana Reid
Public Works & Engineering Services Assistant

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Engineering Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None

The Corporation of the Town of Tecumseh

By-Law Number 2023-020

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Stantec Consulting Inc for Engineering Services for the PJ Cecile Pump Station Replacement Project

Whereas Stantec Consulting Inc was awarded the tender for Engineering Services to complete the detail design, tender package and construction services for the PJ Cecile Pump Station Replacement Project (Project);

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Stantec Consulting Inc for Engineering Services on the Project;

And whereas under Section 5 of the *Municipal Act 2001*, S.O. 2001 c. M. 25 the powers of a municipality shall be exercised by its Council by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and the Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement Between The Corporation of the Town of Tecumseh and Stantec Consulting Inc. dated 14th day of February 2023, and to do such further and other acts which may be necessary to implement the said Agreement.
2. **Read** a first, second, third time and finally passed this 14th day of February, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

CONSULTING AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Stantec Consulting Ltd.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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CONSULTING AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 20__.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

STANTEC CONSULTING LTD.
hereinafter called the "**Consultant**"

OF THE SECOND PART

HEREINAFTER collectively referred to as the "Parties"

RECITALS

WHEREAS the Town intends to retain the Consulting Services of qualified professionals to complete the detailed design, tender package, and construction services for the PJ Cecile Pump Station Replacement Project.

AND WHEREAS the Town issued a Request for Proposal on November 18, 2022 respecting PJ Cecile Pump Station Replacement Project;

AND WHEREAS the Consultant responded to the RFP and has agreed to provide the Professional Services subject to the following terms, standards, requirements and conditions;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Town and the Consultant mutually agree as follows:

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS

The following terms and expressions when used in this Agreement and the Schedules attached hereto and any amendments to this Agreement and such Schedules shall have the following meanings:

Additional Services shall mean those additional services not identified originally in the RFP or Proposal Submission but which the parties subsequently agree in writing shall be provided by the Consultant to the Town;

Agreement shall mean this Agreement and any amendment thereto;

Business Day shall mean any day, other than a Saturday, Sunday or any other day on which the principal-chartered banks located in the Town are not open for business during normal banking hours;

DMAF Contract shall mean the Disaster Mitigation and Adaption Fund, as outlined in the RFP;

Force Majeure shall mean the acts beyond the reasonable control of the party and as described in Article 2.12 of this agreement.

Phase shall mean each separate category of work outlined in the RFP, section 7.1, Table's 2, 3 & 4;

Project shall mean PJ Cecile Pump Station Replacement Project as outlined in the RFP;

Proposal Submission shall mean the Consultant's Project submission responding to the RFP, a copy of which is on file at the Town offices;

RFP shall mean the Request for Proposals referred to in the recitals above a copy of which is attached hereto as Schedule A;

Schedules shall mean the schedules attached hereto and forming part of this Agreement;

Services shall mean those Services to be delivered or performed by the Consultant under the agreement, and without limiting the foregoing as more particularly described in Article 3 and Additional Services as applicable.

ARTICLE 2

GENERAL CONDITIONS

2.1 RETAINER

The Town hereby retains the Consultant in connection with the Project and the Consultant agrees to provide the Services described in Article 3 (Services to be provided) for the Project under the general direction and control of the Town.

2.2 COMPENSATION

The Town shall pay the Consultant in accordance with the provisions set forth in Article 4. For purposes of this agreement, the basis of payment shall be as specified in Article 4.2.

2.3 STAFF AND METHODS

The Consultant shall perform the Services under this agreement with the degree of care, skill and diligence normally provided in the performance of such Services as contemplated by the agreement at the time such Services are rendered and as required by the Consultant's governing professional body (e.g. Professional Engineers Ontario, Ontario, Association of Architects, Association of Ontario Land Surveyors, etc...) and otherwise in accordance with the best practices established by professional associations (e.g. the Municipal Engineers Association, the Association of Consulting Engineering Companies, etc...) and the code(s) of ethics, provincial and/or national standards, laws and regulations applicable to such profession (e.g. Professional Engineers Act, etc...) and the laws of general application (e.g. the Workplace Safety and Insurance Act and the Occupational Health and Safety Act, etc...). The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff. The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

2.4 DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Town may be used by the Town, for the Project herein described, including "record" drawings and the Town has ownership of any such drawings. To the extent called for in the RFP, the Consultant shall cooperate, assist and collaborate with any other Consultant or third party to incorporate these drawings and documents into any larger or comparable document package applicable to the overall Project.

2.5 INTELLECTUAL PROPERTY

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Town.

The Town shall retain all intellectual property rights to the product.

2.6 RECORDS AND AUDIT

- a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Town may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Town is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Consultant, when requested by the Town, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.
- d) The Consultant shall keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, vouchers, and all non-financial records in respect of the Project for at least six (6) years after the DMAF Agreement End Date which is March 31, 2034, in addition to all necessary records to substantiate
 - i) all charges and payments under the Agreement and
 - ii) that all deliverables were provided in accordance with the Agreement.
- e) In a manner set forth in section 11.4 of the RFP, Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the overall DMAF Contract, and by extension this contract, and any records and accounts respecting the Project for the purpose of audit.

2.7 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

With the consent of the Consultant, the Town may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Town necessitates additional staff or Services, the Consultant shall be paid in accordance with Section 4.2 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as otherwise agreed in writing between the parties.

2.8 DELAYS

In the event that the start of the project is delayed for one hundred and eighty (180) days or more for reasons beyond the control of the Consultant, the Consultant shall have the option to terminate the Agreement, if such option is exercised in writing within thirty days failing which the timing for if any, is extended for the period of delay.

2.9 SUSPENSION OR TERMINATION

The Town may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Consultant's Services. In such an event, the Consultant shall be entitled to payment for the Services rendered and disbursements incurred by the Consultant to the date of such suspension/termination in the manner and extent otherwise contemplated by section 4.2.

If the Consultant is an individual and should die before their Services have been completed, this Agreement shall terminate as of the date of their death, and the Town shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination in the manner and extent otherwise contemplated by section 4.2.

2.10 INDEMNIFICATION

In the manner set forth in Article 9 of the RFP and without limiting the extent of scope of indemnification set out thereto, the Consultant shall indemnify and save harmless the Town and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever which the Town, its employees, officers or agents may suffer.

The Town further covenants and agrees that it will at all times indemnify and save harmless the Consultant, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Consultant, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Town or the negligent acts and omissions of its servants, agents or employees.

2.11 INSURANCE

The Consultant shall obtain, maintain, and provide evidence thereof to the Town appropriate insurance coverage in respect of the Services as more particularly detailed in Article 9 of the RFP.

2.12 FORCE MAJEURE

Neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond such party's control. For purposes of this Agreement, such causes include, but are not limited to, general strikes or other labour disputes (but not including loss or departure of individual staff); epidemic, quarantine, pandemic (including the COVID-19 pandemic), emergency protection legislation, regulations and orders, severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the other party; or discovery of any hazardous substances or differing site conditions.

2.13 CONTRACTING FOR CONSTRUCTION

The Consultant or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

2.14 ASSIGNMENT

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

2.15 PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project provided that the Schedules attached hereto and to the extent referenced herein, the information detailed in the Proposal Submission, are incorporated and remain part of this Agreement.

2.16 APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement or stated in the RFP, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency (herein "an Authority") other than the Town, such applications for approval or review shall be the responsibility of and completed by the Consultant. Any such application shall be submitted to the Authority through the offices of the Town (when mandated or if requested by the Town). The Consultant shall be the primary point of contact with the Authority to monitor the progress and timely processing of such applications until or unless otherwise directed in writing by the Town. Costs for all application fees shall be borne by the Town unless otherwise provided for by the Consultant. The foregoing in no way limits the Consultant's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Town.

In the manner set forth in section 13.4 of the RFP, Consultants shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable

timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation, and Parks, Ministry of Natural Resources and Forestry, Department of Fisheries and Oceans, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.

2.17 SUB-CONSULTANTS

The Consultant may engage Sub-Consultants for specialized services provided that they are noted in the Proposal Submission or otherwise prior approval is obtained, in writing, from the Town.

Sub-Consultants are to be paid as per the completed Tables 2, 3 and 4 in section 7 of the RFP completed in the Proposal Submission or as otherwise subsequently approved by the Town. Consultant shall pay Sub-Consultant and provide certificate of same to the Town and should the Consultant fail to pay Sub-Consultant, the Town may withhold funds from the next progress payment an amount equal to the amount alleged to be outstanding unless the Consultant has held back and paid into court the amount alleged to be payable to the Sub-Consultant or the Consultant and Town otherwise agree in writing.

2.18 INSPECTION AND COMPLIANCE WITH LAW

The Town, or persons authorized by the Town, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

The Consultant shall comply with the laws, regulations, and policies set forth in sections 9.7 through 11.3 of the RFP.

In the manner set forth in section 11.4 of the RFP, the Consultant shall note that Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Agreement, and any record and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

2.19 PUBLICATION

The Consultant agrees to obtain the consent in writing of the Town before publishing or issuing any information regarding the Project. All communication inquiries received by the proponent are to be sent directly to the Town for response.

In the manner set forth in section 11.5 of the RFP, this project is funded in part by the Government of Canada. The Town is solely responsible for the operational communications for this project and these communications are not subject to the federal official language policy. The Consultant will be required to share information about the project promptly should significant media inquiries be received or if major stakeholder issues arise relating to this project.

2.20 CONFIDENTIAL INFORMATION

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by the Town in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information, which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Town's information, or which is required to be disclosed by law or court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Town.

2.21 TIME

The Consultant shall perform the Services in accordance with the requirements of Article 3 of this Agreement and Table 5 "Preliminary Schedule" of the RFP and shall complete any portion or portions of the Services in such order as the Town may require.

The Town shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith, within a reasonable time so as not to unduly delay the work of the Consultant. Provided, the Consultant shall allow for reasonable time for such input to be processed having regard to any specific guideline or direction noted by the Town as to its decision making process.

The Consultant shall deliver services in a manner that is consistent with the preliminary schedule outlined in section 13.16 (Table 5 "Preliminary Schedule") of the RFP or as otherwise agreed to by the parties in writing.

2.22 ESTIMATES, SCHEDULES AND STAFF LIST

2.22.1 PREPARATION OF ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

All information provided in the Proposal Submission from Consultant is accurate and correct as it relates to the following.

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant may seek payment on a time basis where such recovery is contemplated under the RFP (subject to any pre-approval by the Town required under the RFP). The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Town.

2.22.2 SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES. SCHEDULE OF PROGRESS AND STAFF LIST

The Consultant will require prior written approval from the Town for any of the following changes:

- a) Any increase in the estimated fees beyond those in the Bid Submission.
- b) Any change in the schedule of progress which results in a longer period than provided for in Subsection 2.22.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 2.22.1 (c).

2.22.3 MONTHLY REPORTING OF PROGRESS

When requested by the Town, the Consultant shall provide the Town with a written report showing the portion of the Services completed in the preceding month and otherwise in accordance with Article 4 below.

2.23 GENERAL CONDITIONS

Consultant covenants, undertakings, representations, warranties and agreements to perform Services in a manner that is consistent with the requirements set out in the RFP. Notwithstanding any term, condition or other stipulation contained that may not be expressly addressed in the body, nevertheless such “term” shall be deemed incorporated into this agreement save and accept as expressly otherwise indicated.

ARTICLE 3

SERVICES TO BE PROVIDED

3.1 SERVICES TO BE PROVIDED BY CONSUTLANTS

The Consultant’s scope of work for the services to be provided shall meet or exceed and otherwise be deemed to include those services called for within the RFP, Section B “Project Details”, more specifically section 13 “Description of Work” and any additional or supplemental services or detailed scope of work as may be set out in the Consultant’s Proposal submission.

3.2 SERVICES TO BE PROVIDED BY TOWN

The Town will provide access to the Town’s information and/or database(s) to the extent set out in section 14 of the RFP and as otherwise may be requested or identified by the Consultant and approved by the Town all in accordance with and subject to any laws governing the disclosure and use of such information and/or database.

ARTICLE 4

FEES AND DISBURSEMENTS

4.1 BASIS OF PAYMENT FOR THIS AGREEMENT

4.1.1 FEES CALCULATED ON A DELIVERABLE BASIS

The Town shall pay the Consultant the Fee for the Services, calculated on the basis of the stage of completion of each Phase of the Services since the date of the previous invoice.

4.1.2 UPSET COST LIMIT

- a) Notwithstanding anything else contained in this agreement, the Fee for the Services shall not exceed the amount set out in the Proposal Submission's completed "not to be exceeded" as called for in section 7.1 of the RFP in the format required in Tables 2, 3, and 4 of the RFP unless and until agreed to in writing by the Town in its sole and absolute discretion (e.g to cover Additional Expenses). This upward limit is termed "the Upward Fee Limit".
- b) Included in the "Fee" but subject to the limits and payment terms set forth in article 4, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services and identified in the Proposal Submission, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- c) Notwithstanding Subsections (a) and (b) of this Section, the Town, at its sole discretion, may limit the amounts paid to the Consultant by the Town to the percentage equivalent to each Phase of the project complete in the reasonable opinion of the Town.
- d) The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Article 3 of this Agreement. When approving Additional Services that are not included in Article 3, the Town, at its sole discretion, may, in writing, set a limit on the total amount that may be claimed by the Consultant for the requested Additional Services.

4.1.3 LUMP SUM BASIS

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses but at all times reflective of the Upward Fee Limit.

- b) Monthly progress invoices will be based on the percentage of each Phase of the project completed or milestone achieved as detailed in the RFP.
- c) If the project is abandoned or delayed for any reason beyond the Consultant's control as confirmed by the Town, acting reasonably, the Town shall pay the balance outstanding on the Fee for the Services adjusted by the percentage of each Phase of the Project then completed multiplied by the Total Fee set opposite such Phase on Schedule A plus the termination expenses reasonably incurred by the Consultant in winding down the project.

4.2 PAYMENT

4.2.1 FEES CALCULATED MONTHLY

The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month.

4.2.3 INVOICES GENERALLY

- a) Requirements for a proper invoice

All invoices submitted by the Consultant to the Town under this Agreement shall contain the following information:

- (1) The Consultant's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The total amount payable for the services supplied, and a statement that payment is due within 30 days of receipt subject to reasonable verification;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):
 - i. Undertaking that Sub-Consultants are paid
 - ii. Community Employment Benefit (CEB) Assessment as in the manner set forth in section 11.2 of the RFP together with any other report deliverable by the Consultant under the RFP
 - iii. Stage of completion of each Phase of the Services
 - iv. Fees payable based on the percentage of work completed on any Phase less amounts previously accounted for in prior invoices;
 - v. HST applicable thereto along with the Consultant's HST number;
 - vi. Detail in respect of the actual time spent by the Consultant's employees, materials, equipment,
 - vii. A summary and details of the actual work of any Sub-Consultant otherwise consistent with the information noted in i) to vi) above.

b) Disputed invoices

If the Town intends to dispute any invoice delivered by the Consultant, in whole or in part, the Town shall within 21 calendar days of receiving the invoice, deliver to the Consultant a notice of non-payment setting out the reasons for non-payment and offering to mediate the dispute if not resolved within a further 21 calendar days.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out below.

4.2.4 TERMS OF PAYMENT

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, within 30 days of, as presented and without holdbacks, by the Town upon receipt, together with the additional information called for above.

ARTICLE 5

MISCELLANEOUS

5.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

Manager Engineering Services

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded

telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

5.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

5.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

5.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

5.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

5.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

5.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

5.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a

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covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

5.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

5.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.11 JURISDICTION

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

5.12 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

5.13 SCHEDULES

The Schedules attached hereto form part of this agreement.

5.14 CONTRA PROFERENTEM RULE NOT APPLICABLE

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a) Prepared this agreement or any part of it; or

- b) Seeks to rely on this agreement or any part of it."

5.15 INDEPENDENT LEGAL ADVICE

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

1. having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
2. that he or she or it understands the terms, and his or her rights and obligations, under this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Per: _____
Gary McNamara - MAYOR

Date: _____

Per: _____
Robert Auger - CLERK

Date: _____

STANTEC CONSULTING LTD.

Per: _____

Date: _____

SCHEDULE "A"
REQUEST FOR PROPOSAL



Request for Proposals – Consulting Services for PJ Cecile Pump Station Replacement Project

November 18, 2022

Town of Tecumseh
917 Lesperance Rd.,
Tecumseh, ON N8N 1W9
Telephone (519) 735-2184
Website: www.tecumseh.ca

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Section A – Information for Applicants

1. Request for Proposal (RFP) Overview

The Corporation of the Town of Tecumseh (Town) is seeking proposals for the services of qualified professionals (Proponent) to complete the preliminary and detailed design including approvals, prepare the tender package and provide construction services for the PJ Cecile pump station replacement project at 14080 Riverside Drive East (see Figure 1 - Project Site Plan).

This project is being funded in part by the Government of Canada through the Disaster Mitigation and Adaptation Fund (DMAF), a national, competitive, and merit-based contribution program intended to support public infrastructure projects designed to mitigate current and future climate-related risks and disasters triggered by climate change, such as floods, wildland fires, droughts, and seismic events. The overall objective of the DMAF is to strengthen the resilience of Canadian communities at risk of infrastructure failure that could result in threats to health and safety, threats to critical infrastructure (including interruptions in essential services), significant disruptions in economic activity and/or increasingly high costs for recovery and replacement.

The expected services (further explained in Section B) include:

- Professional services associated with engineering design of a pump station (including commissioning), road reconstruction including storm and sanitary design, review of storm sewer capacity, outfall structure, shoreline protection, utility coordination, limited public consultation (immediate adjacent properties);
- Professional services to prepare one full tender package for the project;
- Professional services to complete a pre-order 'Request for Quotation'(RFQ) document for long-lead equipment purchase (provisional);
- Topographical survey including utility confirmation suitable for detailed design;
- Legal boundary survey prepared by an Ontario Land Surveyor;
- Assistance to the Town in obtaining/coordinating necessary easement and/or property to complete the work;
- Professional services associated with the excess soil regulations;
- Geotechnical study covering excess soil, structural needs, and groundwater mitigation;
- Professional environmental services associated with all required approvals;
- Professional services associated with further archaeology work (Stage 1 and Stage 2 assessment in accordance with the SDMP recommendations) and indigenous consultation as required to fulfil the requirements of the completed Town of Tecumseh Storm Drainage Master Plan (completed June 2019), and DMAF requirements, the proponent shall include services required to confirm if Marine Archaeological assessment is required. If further Marine Assessment is deemed to be required, the additional work relating to further Marine Assessment shall be included in the provisional item in the cost table;
- Administrative and technical assistance to the Town in DMAF reporting;
- Acoustical professional services associated with a land use compatibility noise assessment and;
- Full construction services during construction.

It is the Town's intention to select one (1) successful candidate based on the results of the evaluation criteria.

Figure 1 - Project Site Plan



2. Closing Time and Date

- 2.1 Proposals must be received no later than **2:00 pm** on **Thursday, December 15, 2022**.
- 2.2 Proponents must successfully upload their proposals to the Town of Tecumseh's online Bids & Tenders Portal (Bids & Tenders portal) on or before the submission deadline. Submissions that are not fully and successfully uploaded to Bids & Tenders on or before the submission deadline will not be accepted and will be returned unopened. Hard copies, facsimiles (fax) or emailed proposals will not be accepted. Proponents are cautioned that uploading large documents may take significant time, depending on the size of the file(s) and internet connection speed.

- Proponents should allocate sufficient time to upload documents and finalize their submissions before the submission deadline.
- 2.3 Before gaining access to downloading a copy of the RFP documents, Proponents must create an account and then register to be a 'Plan Taker' for this RFP on the Bids & Tenders portal. You must be a registered plan taker to submit a Proposal. Proponents may preview RFP documents and/or download a watermarked copy before registering as a plan taker and creating an account to review the project at no cost.
- 2.4 Failure of any Proponent to comply with this section will result in the disqualification of the Proponent and the rejection of their submission.

3. Proposal Opening Details

- 3.1 The opening of the submissions shall commence at **2:05 pm on Thursday, December 15, 2022** unless the Purchasing Officer or designate, acting reasonably, postpones the opening to some later hour. The opening shall continue once started, until the last proposal is opened.
- 3.2 There will not be a public opening for this RFP. Proposals will be received and opened electronically.
- 3.3 A list of the Proponents that submitted proposals will be available on the website immediately following the opening.
- 3.4 Once the criteria have been evaluated and a successful Proponent has been selected, this information will be made available on the Bids & Tenders Portal.

4. Proponent Questions

- 4.1 Proponents having questions or finding discrepancies or omissions in the document or specifications or having doubts as to the meaning or intent thereof, shall at once, notify the Town via the online Bids & Tenders portal only and shall not attempt to contact staff directly. All questions and requests for clarification are to be submitted through the question section of the online Bids & Tenders portal. The Town, at their discretion, will post written instructions or explanations by addenda, through the online Bids & Tenders portal only, as required.
- 4.2 Proponents may, during the bidding period, be advised by addendum of any additions, deletions, or alterations to the RFP document, via the online Bids & Tenders portal. All such changes shall be considered part of the RFP documentation and shall accordingly be reflected in the Proponent's submission. It will be the Proponent's responsibility to ensure they are registered as a plan taker to receive notification of any and all addenda that are issued. The Town will make every reasonable effort to provide written responses to questions that are submitted. Notice of any addendum to the Proposal will be issued to all registered plan takers by email through the online tender portal. Addenda shall only be posted on the online portal.
- 4.3 The deadline for questions regarding this RFP will be **Monday, December 5, 2022 at 4:30 pm**. The Town cannot guarantee a response to questions received after this time. Should any questions be considered relevant to all Proponents, the Town will provide both the question and the written answer to registered plan takers in the form of an addendum via the online Bids & Tenders portal only. Bidders are solely responsible for ensuring that the Town of Tecumseh has current contact information on file for the bidder.

5. General Terms and Conditions

- 5.1 This RFP is subject to the Town's Procurement Policies and Procedures as outlined in the Town Purchasing By-Law 2021-60 and as amended by By-Law 2021-103.
- 5.2 Proponents may amend any aspect of their Proposal at any time on or before the closing date and time. Where a Proponent submits more than one Proposal before the closing date and time, the last proposal submitted will supersede and invalidate all earlier proposals submitted by that Proponent.
- 5.3 Each Proponent is solely responsible for all costs they incur in the preparation of their Proposal, including, without limitation, all costs of providing the information requested by the Town, attending and participating in any interviews or meetings and conducting due diligence, or responding to any questions or clarifications or request for additional information made by the Town.
- 5.4 All necessary information may be obtained at the Town online Bids & Tender Portal at: <https://www.tecumseh.ca/en/town-hall/bids-and-tenders.aspx>
- 5.5 The Town will provide the successful Proponent with the as-built Information for the streets involved and other requested historic information (as available).
- 5.6 Refer to Section E for an example of the intended Agreement to be signed by the successful Proponent.
- 5.7 The Town reserves the right to reject any or all proposals for this work.

6. Evaluation, Negotiation and Award Process

- 6.1 Each response to this RFP will be evaluated by a committee (the Evaluation Committee) selected by the Town, to determine the degree to which the submission meets the criteria outlined in this Proposal.
- 6.2 The Evaluation Committee may include such persons as the Town may decide it requires, including Town Solicitor, and persons from Finance, Engineering, Planning, CAO Office, Public Works, IT, advisors and consultants.
- 6.3 The Proponent with the highest combined average score (Preferred Proponent) may proceed to the contract award phase. The Town is not obligated to enter into a contract with the preferred proponent or any proponent.
- 6.4 The evaluation of the Proposal shall be comprised of the following criteria:

Table 1 - Evaluation Criteria

Evaluation Criteria	Description	Maximum Pages	Maximum Score
Understanding of the Scope	Proponents should demonstrate their understanding of the scope, the area, the challenges and the opportunities.	2	10
Proposed Implementation Plan	Proponents shall include a proposed work plan and schedule listing key activities, milestones and timelines. The proponent shall provide an estimate of effort in hours and the proposed schedule for each phase of the work plan they put forward. Attention should be placed on key required approvals, critical path activities, DMAF requirements, quality control (including technical, scope, fee, and schedule), risk mitigation, etc.	6	30
Relevant Project Experience	Provide a minimum of three (3) projects completed within the last five (5) years that are relevant in size, nature, scope and complexity to the RFP. Provide a narrative which details and demonstrates the Proponent's experience and why the Proponent is uniquely qualified to carry out the services under the Contract.	3	20
Project Manager	Project details on the proposed Project Manager, their experience and their relevant experience which deems them qualified to manage the project. Page limit excludes resumes. Full 4-page (max) resumes should be provided in the appendix of the proposal.	1	15
Project Staff	Provide the proposed organizational structure of the team, including team members' relevant experience and sub-consultant details, if applicable. Page limit excludes resumes. Full 4-page (max) resumes of key personnel should be provided in the appendix of the proposal.	3	10
Fee	The fee is to be provided in the format put forward in Section A - 7. Project Cost Quotation Tables 2, 3, and 4.	2	15
TOTAL		Max 17 Pages	100

7. Project Cost Quotation

- 7.1 The Proponent shall provide their 'not to be exceeded' fee (including all administrative and expenses excluding tax) in the following format, see Tables 2, 3, and 4.

Table 2 - Total Cost for Engineering Design

Phase	Engineering Design	Sub-consultant Fee	Consultant Fee	Total Fee Including disbursements (Excludes Tax)
1	Project Management	\$	\$	\$
2	Preliminary Design	\$	\$	\$
3	Property Acquisition Assistance	Allowance		\$10,000
4	Detailed Design	\$	\$	\$
5	Permitting and Approvals	\$	\$	\$
6	Tender Documents (Main Contract)	\$	\$	\$
7	Pre-purchase document PROVISIONAL	\$	\$	\$
8	Topographical Survey, Legal Boundary Survey, Archaeological Study, Marine Archaeology Checklist, Geotechnical Investigation Including Excess Soils Management	\$	\$	\$
9	Further Marine Archaeological study if required PROVISIONAL	\$	\$	\$
TOTAL Fee Not to Exceed (excluding tax)				\$

Table 3 - Total Cost for Construction Services

Phase	Construction Services*	Sub-consultant Fee	Consultant Fee	Total Fee *including Disbursements (Excludes Tax)
10	Contract Administration	\$	\$	\$
11	Construction Observation	\$	\$	\$
12	Materials Testing & Excess Soil Qualified Professional Services	\$	\$	\$
TOTAL Fee Not to Exceed (excluding tax)				\$

* Note that the fee should be based upon **the number of working days indicated in Section 13.17**. This will be re-evaluated and adjusted up or down (pro-rated), once detailed design is complete and a full picture of the construction is available. The number of working days shall also be used to consider a realistic materials testing program.

- 7.2 If additional work is required beyond what is provided for within this document, the Proponent agrees to adhere to the hourly (including disbursements, excluding tax) billing rates as entered in Table 4 below when providing fee estimates.

Table 4 - Project Staff Hourly Rates

Staff Category	Hourly Billing Rate 2023 (including disbursements excluding tax)	Hourly Billing Rate 2024 (including disbursements excluding tax)	Hourly Billing Rate 2025 (including disbursements excluding tax)	Hourly Billing Rate 2026 (including disbursements excluding tax)	Hourly Billing Rate 2027 (including disbursements excluding tax)
Project Manager	\$	\$	\$	\$	\$
Senior Professional	\$	\$	\$	\$	\$
Junior Professional	\$	\$	\$	\$	\$
Administrative Staff	\$	\$	\$	\$	\$
Contract Administrator	\$	\$	\$	\$	\$
Senior Technologist	\$	\$	\$	\$	\$
Junior Technologist	\$	\$	\$	\$	\$
On-Site Observer	\$	\$	\$	\$	\$

8. Successful Proponent Performance Evaluation

- 8.1 At the completion of every contract, service or receipt of goods, the Manager or applicable Department Director will complete a performance evaluation for the Company that completed the work.
- 8.2 The Purchasing Officer will provide the Company with a copy of the review and will keep a copy on file in accordance with the Town's record retention policy.
- 8.3 Documented poor performance or non-performance on any contract may be used to determine the eligibility of a Company on future procurements.
- 8.4 The Company can request a debriefing to discuss any performance evaluation.

9. Responsibilities, Insurance and Limitation of Liability

- 9.1 The Successful Proponent shall defend, indemnify and save harmless the Town its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Successful Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Project.

- 9.2 The Successful Proponent agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Successful Proponent's status with WSIB. This indemnity shall be in addition to the indemnity called for in paragraph 9.1 above and in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Agreement in accordance with this Agreement and shall survive this Agreement. Notwithstanding the acceptance of this indemnity, the Successful Proponent shall comply with all applicable laws pertaining to health and safety when performing the Project including those noted further in this agreement. The Town shall not be responsible for any violation of same by the Successful Proponent who shall be directly responsible for the safety of the Successful Proponent and the Successful Proponent's employees while performing the Project.
- 9.3 The Successful Proponent, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
- a) A limit of liability of not less than **\$5,000,000/occurrence** with an aggregate of not less than **\$5,000,000**.
 - b) Add The Corporation of the Town of Tecumseh and His Majesty the King in Right of Canada as represented by the Minister of Infrastructure and Communities ("Canada") as additional insureds with respect to the operations of the Named Insured.
 - c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
 - d) Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Successful Proponent and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Successful Proponent and used on the work. Each such insurance shall have a limit of liability of not less than **\$2,000,000** inclusive for any one occurrence and shall include contractual non-owned coverage (SEF 96). A "vehicle" shall be as defined in the Highway Traffic Act.
 - e) Products and completed operations coverage.
 - f) Broad Form Property Damage.
 - g) Contractual Liability
 - h) Work performed on Behalf of the Named Insured by Sub-Contractors.
 - i) The policy shall provide 30 days' prior notice of cancellation.
 - j) Coverage shall be written in an amount of not less than **\$5,000,000** and shall be endorsed to include Third Party Extension.
- 9.4 The Successful Proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Town.
- 9.5 The Successful Proponent, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Professional Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario in an amount of at least **\$2,000,000**.
- 9.6 The Successful Proponent shall provide a Certificate of Insurance evidencing coverage in force prior to execution of the Contract for this work.

- 9.7 The Successful Proponent shall employ a high standard of public relations and communication.
- 9.8 The Successful Proponent agrees that the Owner has the right to accept or reject all or any portion of this Proposal.
- 9.9 The successful Proponent agrees to perform the whole of the work and to apply all materials, labour, tools, plant and machinery, necessary to do the work.
- 9.10 Workplace Safety and Insurance: The successful Proponent shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued annually on or before the anniversary date of each year.
- 9.11 Compliance with Laws, Regulations and Policies: The successful Proponent shall comply with all labour, police, health, environment, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term.
- 9.12 The successful Proponent shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the successful Proponent's responsibility to comply with the following "Health and Safety requirements:
- a) All applicable Provincial and Federal Acts and Regulations, including but not limited to, the Environmental Protection Act, the Fisheries Act, the Species at Risk Act, the Ontario Heritage Act, the Endangered Species Act, the Public Land Act, etc.;
 - b) Workplace Safety and Insurance Act;
 - c) Occupational Health and Safety Act;
 - d) Safety or other Policies established by the Authority or the Town.
- 9.13 Without limiting any indemnity otherwise called for above in section 9, the successful Proponent shall indemnify and hold harmless the Town of Tecumseh and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.
- 9.14 The Successful Proponent shall comply with all applicable municipal, provincial and federal laws pertaining to the Successful Proponent's services provided herein to the Town including, without limiting generality, all labour, police, health, environmental, public health and sanitation laws and regulations imposed by public bodies having jurisdiction over such matters.
- 9.15 Please be advised that the Town has a Policy on Health & Safety. The Successful Proponent is required to ensure that employees are advised and have a sound knowledge of this policy.
- 9.16 **Safety and First Aid:** Without limiting the generality of Section B 9.11 "Compliance with Laws, Regulations and Policies", the Successful Proponent shall:

- a) Provide and maintain the necessary items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.
- b) Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding the use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada. Deliver copies of WHMIS data sheets to the Town on delivery of materials.
- c) Take all necessary precautions to ensure the continuous safety of any contract workers, the owner, and the general public at large on the Owner's property.
- d) Provide the company's Health and Safety Policy prior to the commencement of the agreement.

10. Accessibility for Ontarians with Disabilities Act (AODA)

- 10.1 The AODA standards apply to Ontario businesses and non-profits. The Corporation of the Town of Tecumseh is participating in meeting the accessibility standards in Ontario.
- 10.2 The successful Proponent shall ensure that all its employees, agents, volunteers, or others for whom the successful Proponent is legally responsible receive training regarding the provisions of this Act.
- 10.3 Proponents shall ensure that any information, goods or services provided to or on behalf of the Town, conforms with:
 - a) Ontario Regulation 429/07 Accessibility Standards for Customer Service;
 - b) Ontario Regulation 191/11 Integrated Accessibility Standard, and;
 - c) World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.
- 10.4 The successful Proponent shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The successful Proponent shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training.
- 10.5 The Town reserves the right to require the successful Proponent to amend its training policies to meet the requirements of the Act and the Regulation.
- 10.6 The successful proponent will be required to complete the AODA Form in Section F.

11. Disaster Mitigation and Adaption Funding Program Requirements

- 11.1 The Proponent shall keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the project for

at least six (6) years after the Agreement End Date (which is **March 31, 2034**) and that the Town has the contractual right to audit them.

- 11.2 The Proponent will be required to provide a Community Employment Benefits Assessment with each invoice submitted and to require their sub-consultants to do so as well. Refer to Section C – example.
- 11.3 The proponent shall ensure that all labour, environmental, and human rights legislation is respected.
- 11.4 The proponent shall note that Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of contracts related to this RFP and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.
- 11.5 This project is funded in part by the Government of Canada. The Town is solely responsible for the operational communications for this project and these communications are not subject to the federal official languages policy. All communication inquiries received by the proponent are to be sent directly to the Town for response. The proponent will be required to promptly provide information about the project to the Town should significant media inquiries be received or if major stakeholder issues arise relating to this project.

Section B – Project Details

12. Overview of the Proposed Infrastructure Improvements

In 2019, the Town completed the Storm Drainage Master Plan Final Environmental Assessment Report (SDMP) satisfying the Schedule B Class Environmental Assessment requirements.

See <https://www.tecumseh.ca/en/town-hall/storm-drainage-master-plan.aspx>

The SDMP provided recommendations on a number of projects, including the PJ Cecile Storm Pump Station Improvements. The current station has two vertical turbine pumps both equipped with 40 hp motors. No upgrades have been completed since the station was put into operation in 1974. The existing station is located on a narrow lot (< 14m wide) at 14080 Riverside Drive, Tecumseh, Ontario between a residential home and a working golf course property. The parcel that the existing pump station is located on is not owned by the Town. The Town has an easement on the eastern half of the 14080 Riverside Drive. 14080 Riverside Drive is owned by a number of property owners and it is listed on title for at least 50-100 properties within this community that have rights to it. The proponent shall note that beach access on this property, including public access to it, shall be maintained.

The SDMP recommends that a new pump station be constructed at the PJ Cecile PS site with a new pump capacity of 3.0 cubic metres per second (cms). Due to site constraints, the new pump station is likely to be constructed over the footprint of the existing structure, either partially or wholly. It is expected that the new station would be constructed utilizing temporary pumps to provide servicing during the construction. At no time shall the existing level of storm pumping service (less than 1 cms) be disrupted.

A new outfall pipe will be required to provide increased flow capacity, which, given the limited space on the property, will require careful attention. The existing outfall is currently discharging into the Beachgrove harbour at 14134 Riverside Drive. The SDMP recommends the extension of the new outfall to the northern end of the jetty bank (not owned by the Town) to eliminate additional flow into the harbour. It should be noted that the local conservation authority commented that the existing outfall has benefits to the harbour, as it eliminates stagnant water and encourages flow through the marina. The proponent shall ensure potential solutions, are fully reviewed and costed prior to moving this forward to detailed design. Environmental approvals, preliminary cost estimates, disruption to adjacent properties, potential property acquisition/easement, etc. for discharge solutions shall be fully reviewed and will no doubt play a part in which direction gains Town approval to move forward to detailed design. The proponent shall note that property considerations and significant consultation with the adjacent properties will be crucial to the success of this project.

As noted above the jetty that makes up the western limit of the marina is owned by Beachgrove and will require discussions to clarify the property needs. Proponents shall note that during the SDMP, there were discussions about enhancing the jetty and building a walkway or a boardwalk out to the outfall as a feature for Beachgrove.

The proponent shall note that sensitivity shall be exercised prior to proposing any construction around the commemorative bench, lighting and landscaping at the southeast corner of the Kensington/Riverside intersection.

Infrastructure of this size will no doubt require the intersection at Kensington Boulevard and Riverside Drive East to be fully reconstructed. Accordingly, the Town intends to have all infrastructure upgrades completed in the vicinity of this intersection such that a future project extending south on Kensington Boulevard, or east / west on Riverside Drive will not have to disturb the intersection. The following infrastructure shall be included in this design see **Error! Reference source not found.:**

- Detailed Design of storm sewers proposed within the SDMP, shown in **GREEN** on Figure 2;
- Stormwater study, boxed in **PURPLE** on Figure 2. This minor catchment area was excluded from the SDMP modelling. The Town wishes for the review of storm sewers in this area to be completed to ensure the conveyance of the 5-year storm (assumed to be undersized). If storm upgrades are required, a properly sized stub will be installed at the intersection to set the Town up for future sewer work.
- Full road reconstruction for the area boxed in **BLUE** on Figure 2.



Figure 2 - Proposed Infrastructure

13. Description of Work

The following is expected to be required and should be included in the proponent's proposed scope of work:

- 13.1 Proponent proposals shall put forward an experienced project manager who shall be the sole lead for all aspects of this multi-disciplinary project.
- 13.2 Proponent proposals will provide for complete preliminary and detailed design drawings, utility coordination, increasingly more accurate opinions of construction cost, acquisition of all required approvals, pump station commissioning and tender package preparation for the project. The successful firm will be required to administer the tendering process and to administer the project throughout construction. Further details regarding the specifics are included in the following points however, the proponent should consider themselves fully responsible to fulfill all necessary actions required to see this project through to completion.
- 13.3 Proponents will provide property acquisition/easement assistance to the Town during Preliminary and detailed design stages, given the property situation on the pump station site. The assistance will include, preparation of sketches and diagrams of proposed infrastructure and property needs, coordination with legal surveyor, discussions with property owners, and the golf course etc.. Given this work will be difficult to estimate, an allowance has been provided. Proponents will be required to keep track of the specific activities and manage the allowance with practicality. This item will be paid on a time and material basis.
- 13.4 Proponents shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation, and Parks, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.
- 13.5 Proponent proposals shall include geotechnical services to inform the detailed design including structural and groundwater considerations; testing and analysis required to comply with Excess Soil Regulations during design and construction, and materials testing during construction. Proponents shall note that a geotechnical report was completed during the SDMP project, and uploaded as a separate file in Bids and tenders. It is the proponent's responsibility to review this completed geotechnical report and include any additional geotechnical work required to complete this project in their proposal. These services shall include obtaining public and private utility locates as required; retain the services of a drilling contractor; prepare a traffic management plan for the proposed work; complete the appropriate number of boreholes/monitoring wells across the project area as prescribed by the regulation(excess soil) and the needs of the design engineers; complete the appropriate soil sampling as prescribed by the regulation, including all laboratory fee's; backfill boreholes with bentonite material, patch boreholes in asphalt with cold patch asphalt, handle completely the spoils; handle completely the removal of drums containing soil cuttings from the drilling program.
- 13.6 Proponent proposals shall include a detailed and accurate topographical survey for the full stretch of detailed design, including utility locates of mains and laterals. The Town will assist with pumping down the storm sewers during invert pick up, but traffic control will be the responsibility of the proponent. The proponent shall note that the Town completes their own watermain and water services locates. A legal survey performed by an Ontario Land Surveyor shall be completed, including property acquisition and easement services.

- 13.7 Proponent proposals should include the provision of a Pump Station Design Brief to communicate key decision points prior to moving forward. Additionally, a full set of construction documents and the Engineers Opinion of Probable Construction Costs at a 30% submission, a 60% submission, and at Issued for Tender submission shall be provided. The Town shall be provided two weeks to provide feedback on the submissions.
- 13.8 Proponents shall note that given the proximity of adjacent properties, a land-use compatibility noise study shall be completed on the pump station site to inform the design to avoid any nuisance noise from the back-up generator or the pump station.
- 13.9 Pre-order Purchase Order RFQ will potentially be required for any equipment which requires significant time for delivery. The proponent shall note that an example of a similar RFQ document will be provided by the Town. This work shall be considered PROVISIONAL.
- 13.10 The proponent shall include effort within their proposal to collaborate and consult with the adjacent properties, given the proximity of the properties, especially the Beach Grove property once design commences of the pump station and outlet pipe.
- 13.11 DMAF Reporting Community Employment Benefits (CEB) Assessment - The Proponent will be required to assist the Town in the CEB Assessment by providing a Community Employment Benefits Assessment with each invoice submitted and to require the Contractor to do so as well by including appropriate language within the prepared contract documents. See <https://www.infrastructure.gc.ca/pub/other-autre/ceb-ace-eng.html> for further guidance. See Section C for an example of what will be needed throughout the course of the work required for this RFP and the future project construction contract.
- 13.12 The proponent shall act as the Qualified Person (QP) for the Corporation of the Town of Tecumseh for the project, ensuring that all aspects of O.Reg. 406/19 (Excess Soil) are adhered to. The work is expected to include:
- The completion of an environmental review for the project area to assess for evidence of potential or actual environmental contamination as a result of current or past activities, and to utilize this information for the preparation of a sampling and analysis plan. The scope of the environmental review should include the following:
 - ERIIS database search of the project area;
 - Review of historical aerial photographs of the project area;
 - Review of fire insurance maps of the project area (if available);
 - A site visit of the project area; and
 - Prepare a summary report.
 - The preparation of a sampling and analysis plan, based on the findings of the environmental review.
 - Characterize excess soils expected to be generated from the project area. Compare the soil quality results to the Excess Soil Quality Standards (ESQS), as outlined in O.Reg. 406/19, classify the excess soil based on reuse site requirements; and prepare a summary report.
 - Preparation of an excess soil specification, quantities, and form of tender items for inclusion in the tender/contract documents for the project.
- 13.13 The SDMP, identified that a Stage 1 and Stage 2 Archaeological Land Study be completed for the property at 14080 Riverside Drive as well as the Jetty. Given the extensive work along the marina jetty for the proposed new outlet, the proponent shall include a review of the need for a marine archaeological study. The next steps for follow up marine assessment, if any, shall be included in the

provisional item provided. A full accounting of what additional services are included in the provisional item shall be provided. Proponent proposals shall include all services required to complete the Stage 1 and Stage 2 Reports including filing with the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI), in compliance with the Ontario Heritage Act. Proponents shall ensure the work follows the Standards and Guidelines for Consultant Archaeologists.

The Proponent will not conduct the archaeological assessment at the above-noted site until Indigenous Communities are contacted and invited to actively participate in said archaeological investigations, in accordance with the Town's duty to consult and/or accommodate Indigenous Communities. Through active consultation during the EA and the detailed design, the Town has been made aware that there are active Indigenous Communities who are engaged and wish to continue to be engaged. The proposals shall include time to deal with any issues raised by the communities.

13.14 Environmental Approvals and Permits:

In concert with the detailed design, all aspects of environmental approvals shall be included in the Proponents scope of work including at a minimum:

- Completion of a fisheries background review including provincial and federal aquatic species at risk (SAR) to confirm the potential SAR requirements for the project;
- Submission of a Fisheries Act Request for Review to DFO to determine the likelihood of the project causing harmful alteration, disruption or destruction of fish and fish habitat (HADD) as defined by the Fisheries Act;
- Following their review, if DFO requires a SARA permit, Fisheries Act Authorization, or both, separate applications for a SARA permit and Fisheries Act Authorization shall be submitted;
- Participation in the application/permit approval process with the Essex Region Conservation Authority (ERCA), as it relates to the design. The property is within the ERCA regulated area and approval must be obtained based upon Section 28 of the Conservation Authorities Act.

13.15 Proponents shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation and Parks, Ministry of Natural Resources and Forestry, Department of Fisheries and Oceans, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.

13.16 Proponents shall note the following preliminary schedule:

Table 5 - Preliminary Schedule

Activity	Preliminary Timeline
Award Date	January 2023
Completed Tender Documents	September 2024
Approvals Received	October 2024
Tender Period	November 2024
Construction Start	Spring 2025

- 13.17 Proponent proposals shall include Contract Administration and Construction Observation including general administration services during construction. The Proposal shall include the construction services based upon an estimated **240 working days**, to be re-evaluated and adjusted once the detailed design is complete. The successful proponent, on behalf of the Town, shall ensure that the work conforms to the contract documents, drawings, and specifications. The Consultant shall carry out the duties of “the payment certifier” pursuant to the provisions of The Construction Act.

The Construction Administration services shall include at minimum the following:

- a) Schedule, lead and attend the pre-construction meeting;
- b) Advise the construction Contractor on the Proponent’s interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period, as required;
- c) Review for Town approval, the construction schedule proposed by the Contractor and comment on the procedures, methods, and sequence of work;
- d) Review shop drawings submitted for general compliance with the design requirements. Arrange regular site meetings. Minutes to be prepared and distributed to all parties within 7 days;
- e) Consider and advise on alternative methods, equipment, and materials proposed by the Contractor;
- f) Advise on the validity of charges for additions or deletions and advise on the issue of change orders when requested, including the preparation of change orders;
- g) Prepare and approve Contractor’s progress and final payment certificates;
- h) Maintain adequate records related to the construction contracts including the issuance of weekly working days statement;
- i) Prepare Working Days Form, Payment Certificates and Change Orders in accordance with the Town’s Standards;
- j) Make visits to the site at appropriate times during construction to review general conformity of the work with plans and specifications, including all commissioning exercises needed;
- k) Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing;
- l) Attend job meetings as deemed necessary. Record and circulate minutes of the meetings;
- m) Report on the construction to the Town with respect to progress, cost, and schedules.
- n) Obtain warranties and guarantees, direct and lead commissioning activities, direct and lead the operation and maintenance manual production;
- o) Supervise and prepare As-built drawings in accordance with PEO recommendations, and;
- p) Provide a Certificate of Substantial Performance and Final Completion.

The Construction Observation services shall include at a minimum, the following:

- a) Report to the Town and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor’s work does not satisfy the intent of the design or does not substantially conform with plans and specifications;
- b) Arrange for, or carry out, all necessary field-testing and inspection of materials and equipment installed. Results of all tests are to be provided to the Town promptly;
- c) Investigate, report, and advise on unusual circumstances, which come to the Consultant’s attention during construction;

- d) Lead and direct commissioning operations and delivery of the operation and maintenance manual;
- e) Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period, and as part of the acceptance program of the Town;
- f) Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built';
- g) Maintain sufficient data to determine periodic progress of the work;
- h) Review the construction Contractor's request for payments as to progress, quantities of work completed, and materials delivered to the site and advise the Town accordingly; and
- i) Prepare Contractor's Payment Certificates.

14. Town Supplied Information

- 14.1.1 The following master plan is available for review of background of this project:
<https://www.tecumseh.ca/en/town-hall/storm-drainage-master-plan.aspx>
- 14.1.2 All relevant As-built drawings needed to complete the design work within this RFP will be supplied to the successful consultant.
- 14.2 Access to the Town's GIS system will be granted to the successful proponent.
- 14.3 Sample RFQ for Pre-order documents will be supplied to the successful consultant.

Section C - Community Employment Benefits (CEB)

For professional services, include the following information regarding community employment benefits to your procurement documents. The Consultant is to submit this information with each invoice until project completion.

Item	Invoice No. _____	Invoice No. _____	Invoice No. _____
Total No. hours worked on project during period			
Target Group (examples)	No. of project hours each targeted group worked	No. of project hours each targeted group worked	No. project hours each targeted group worked
Apprentices			
Women			
Recent Immigrants			

The Government of Canada defines the above-noted target groups as the following:

- **Apprentices:** An apprentice is a paid employee, registered with the regional apprenticeship authority, who works under the supervision of a certified journeyperson to learn their skilled trade and fulfill all requirements established by their province or territory.
- **Women:** Self-identified by the employee.
- **Recent Immigrants:** Self-identified; recent landed immigrants to Canada within 10 years of start of work (of the Project).

Section D - Acceptance

I/We, the Undersigned, having examined the RFP and do hereby affirm the acceptance of the requirements of the RFP including the sample consultant agreement. I/We do certify that the information supplied on the Proposal Form to be true and complete in all respects and is open for acceptance by The Corporation of the Town of Tecumseh within 90 days of the closing date.

I, We

Name

Position

of

Company Name

Dated at _____ this _____ of _____, 20____,

I acknowledge that I have reviewed and incorporated ____of____ Addenda into my proposal.

Authorized Signature

Print Name

Street Address

City, Province Postal Code

Telephone No.

Facsimile No.

Email Address

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs (where applicable) attributed to the business arrangement between the Proponent and The Corporation of the Town of Tecumseh and hereby certifies that the information supplied in this proposal to be true and compete in all respects.

Section E – Sample Town Agreement

CONSULTING AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

XXX

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

Barristers & Solicitors

72 Talbot Street North, Suite 100

Essex, Ontario

N8M 1A2

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- Schedule “E”- Tables 2, 3, and 4- Total Project Cost

CONSULTING AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 20__.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

XXX
hereinafter called the "**Consultant**"

OF THE SECOND PART

HEREINAFTER collectively referred to as the "**Parties**"

RECITALS

WHEREAS the Town intends to retain the Consulting Services of qualified professionals to complete the detailed design, tender package, and construction services for the PJ Cecile Pump Station Replacement Project.

AND WHEREAS the Town issued a Request for Proposal on ___, 20__ respecting PJ Cecile Pump Station Replacement Project;

AND WHEREAS the Consultant responded to the RFP and has agreed to provide the Professional Services subject to the following terms, standards, requirements and conditions;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Town and the Consultant mutually agree as follows:

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS

The following terms and expressions when used in this Agreement and the Schedules attached hereto and any amendments to this Agreement and such Schedules shall have the following meanings:

Additional Services shall mean those additional services not identified originally in the RFP or Proposal Submission but which the parties subsequently agree in writing shall be provided by the Consultant to the Town;

Agreement shall mean this Agreement and any amendment thereto;

Business Day shall mean any day, other than a Saturday, Sunday or any other day on which the principal-chartered banks located in the Town are not open for business during normal banking hours;

DMAF Contract shall mean the Disaster Mitigation and Adaption Fund, as outlined in the RFP;

Force Majeure shall mean the acts beyond the reasonable control of the party and as described in Article 2.12 of this agreement.

Phase shall mean each separate category of work outlined in the RFP, section 7.1, Table's 2, 3 & 4;

Project shall mean PJ Cecile Pump Station Replacement Project as outlined in the RFP;

Proposal Submission shall mean the Consultant's Project submission as outlined in the RFP;

RFP shall mean the Request for Proposals referred to in the recitals above a copy of which is attached hereto as Schedule A;

Schedules shall mean the schedules attached hereto and forming part of this Agreement;

Services shall mean those Services to be delivered or performed by the Consultant under the agreement, and without limiting the foregoing as more particularly described in Article 3 and Additional Services as applicable.

ARTICLE 2

GENERAL CONDITIONS

2.1 RETAINER

The Town hereby retains the Consultant in connection with the Project and the Consultant agrees to provide the Services described in Article 3 (Services to be provided) for the Project under the general direction and control of the Town.

2.2 COMPENSATION

The Town shall pay the Consultant in accordance with the provisions set forth in Article 4. For purposes of this agreement, the basis of payment shall be as specified in Article 4.2.

2.3 STAFF AND METHODS

The Consultant shall perform the Services under this agreement with the degree of care, skill and diligence normally provided in the performance of such Services as contemplated by the agreement at the time such Services are rendered and as required by the Consultant's governing professional body (e.g. Professional Engineers Ontario, Ontario, Association of Architects, Association of Ontario Land Surveyors, etc...) and otherwise in accordance with the best practices established by professional associations (e.g. the Municipal Engineers Association, the Association of Consulting Engineering Companies, etc...) and the code(s) of ethics, provincial and/or national standards, laws and regulations applicable to such profession (e.g. Professional Engineers Act, etc...) and the laws of general application (e.g. the Workplace Safety and Insurance Act and the Occupational Health and Safety Act, etc...). The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff. The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

2.4 DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Town may be used by the Town, for the Project herein described, including "record" drawings and the Town has ownership of any such drawings. To the extent called for in the RFP, the Consultant shall cooperate, assist and collaborate with any other Consultant or third party to incorporate these drawings and documents into any larger or comparable document package applicable to the overall Project.

2.5 INTELLECTUAL PROPERTY

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Town.

The Town shall retain all intellectual property rights to the product.

2.6 RECORDS AND AUDIT

- a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Town may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Town is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Consultant, when requested by the Town, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.
- d) The Consultant shall keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, vouchers, and all non-financial records in respect of the Project for at least six (6) years after the DMAF Agreement End Date which is March 31, 2034, in addition to all necessary records to substantiate
 - i) all charges and payments under the Agreement and
 - ii) that all deliverables were provided in accordance with the Agreement.
- e) In a manner set forth in section 11.4 of the RFP, Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the overall DMAF Contract, and by extension this contract, and any records and accounts respecting the Project for the purpose of audit.

2.7 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

With the consent of the Consultant, the Town may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Town necessitates additional staff or Services, the Consultant shall be paid in accordance with Section 4.2 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as otherwise agreed in writing between the parties.

2.8 DELAYS

In the event that the start of the project is delayed for one hundred and eighty (180) days or more for reasons beyond the control of the Consultant, the Consultant shall have the option to terminate the Agreement, if such option is exercised in writing within thirty days failing which the timing for if any, is extended for the period of delay.

2.9 SUSPENSION OR TERMINATION

The Town may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Consultant's Services. In such an event, the Consultant shall be entitled to payment for the Services rendered and disbursements incurred by the Consultant to the date of such suspension/termination in the manner and extent otherwise contemplated by section 4.2.

If the Consultant is an individual and should die before their Services have been completed, this Agreement shall terminate as of the date of their death, and the Town shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination in the manner and extent otherwise contemplated by section 4.2.

2.10 INDEMNIFICATION

In the manner set forth in Article 9 of the RFP and without limiting the extent of scope of indemnification set out thereto, the Consultant shall indemnify and save harmless the Town and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever which the Town, its employees, officers or agents may suffer.

The Town further covenants and agrees that it will at all times indemnify and save harmless the Consultant, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Consultant, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Town or the negligent acts and omissions of its servants, agents or employees.

2.11 INSURANCE

The Consultant shall obtain, maintain, and provide evidence thereof to the Town appropriate insurance coverage in respect of the Services as more particularly detailed in Article 9 of the RFP.

2.12 FORCE MAJEURE

Neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond such party's control. For purposes of this Agreement, such causes include, but are not limited to, general strikes or other labour disputes (but not including loss or departure of individual staff); epidemic, quarantine, pandemic (including the COVID-19 pandemic), emergency protection legislation, regulations and orders, severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the other party; or discovery of any hazardous substances or differing site conditions.

2.13 CONTRACTING FOR CONSTRUCTION

The Consultant or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

2.14 ASSIGNMENT

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

2.15 PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project provided that the Schedules attached hereto are incorporated and remain part of this Agreement.

2.16 APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement or stated in the RFP, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency (herein "an Authority") other than the Town, such applications for approval or review shall be the responsibility of and completed by the Consultant. Any such application shall be submitted to the Authority through the offices of the Town (when mandated or if requested by the Town). The Consultant shall be the primary point of contact with the Authority to monitor the progress and timely processing of such applications until or unless otherwise directed in writing by the Town. Costs for all application fees shall be borne by the Town unless otherwise provided for by the Consultant. The foregoing in no way limits the Consultant's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Town.

In the manner set forth in section 13.4 of the RFP, Consultants shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation, and Parks, Ministry of Natural Resources and Forestry, Department of Fisheries and Oceans, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.

2.17 SUB-CONSULTANTS

The Consultant may engage Sub-Consultants for specialized services provided that they are noted in the Proposal Submission or otherwise prior approval is obtained, in writing, from the Town.

Sub-Consultants are to be paid as per the completed Tables 2, 3 and 4 in section 7 of the RFP completed in the Proposal Submission or as otherwise subsequently approved by the Town. Consultant shall pay Sub-Consultant and provide certificate of same to the Town and should the Consultant fail to pay Sub-Consultant, the Town may withhold funds from the next progress payment an amount equal to the amount alleged to be outstanding unless the Consultant has held back and paid into court the amount alleged to be payable to the Sub-Consultant or the Consultant and Town otherwise agree in writing.

2.18 INSPECTION AND COMPLIANCE WITH LAW

The Town, or persons authorized by the Town, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

The Consultant shall comply with the laws, regulations, and policies set forth in sections 9.7 through 11.3 of the RFP.

In the manner set forth in section 11.4 of the RFP, the Consultant shall note that Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Agreement, and any record and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

2.19 PUBLICATION

The Consultant agrees to obtain the consent in writing of the Town before publishing or issuing any information regarding the Project. All communication inquiries received by the proponent are to be sent directly to the Town for response.

In the manner set forth in section 11.5 of the RFP, this project is funded in part by the Government of Canada. The Town is solely responsible for the operational communications for this project and these communications are not subject to the federal official language policy. The Consultant will be required to share information about the project promptly should significant media inquiries be received or if major stakeholder issues arise relating to this project.

2.20 CONFIDENTIAL INFORMATION

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by the Town in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information, which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Town's information, or which is required to

be disclosed by law or court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Town.

2.21 TIME

The Consultant shall perform the Services in accordance with the requirements of Article 3 of this Agreement and Table 5 “Preliminary Schedule” of the RFP and shall complete any portion or portions of the Services in such order as the Town may require.

The Town shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith, within a reasonable time so as not to unduly delay the work of the Consultant. Provided, the Consultant shall allow for reasonable time for such input to be processed having regard to any specific guideline or direction noted by the Town as to its decision making process.

The Consultant shall deliver services in a manner that is consistent with the preliminary schedule outlined in section 13.16 (Table 5 “Preliminary Schedule”) of the RFP or as otherwise agreed to by the parties in writing.

2.22 ESTIMATES, SCHEDULES AND STAFF LIST

2.22.1 PREPARATION OF ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

All information provided in the Proposal Submission from Consultant is accurate and correct as it relates to the following.

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant may seek payment on a time basis where such recovery is contemplated under the RFP (subject to any pre-approval by the Town required under the RFP). The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Town.

2.22.2 SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES. SCHEDULE OF PROGRESS AND STAFF LIST

The Consultant will require prior written approval from the Town for any of the following changes:

- a) Any increase in the estimated fees beyond those in the Bid Submission
- b) Any change in the schedule of progress which results in a longer period than provided for in Subsection 2.22.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 2.22.1 (c).

2.22.3 MONTHLY REPORTING OF PROGRESS

When requested by the Town, the Consultant shall provide the Town with a written report showing the portion of the Services completed in the preceding month and otherwise in accordance with Article 4 below.

2.23 GENERAL CONDITIONS

Consultant covenants, undertakings, representations, warranties and agreements to perform Services in a manner that is consistent with the requirements set out in the RFP. Notwithstanding any term, condition or other stipulation contained that may not be expressly addressed in the body, nevertheless such “term” shall be deemed incorporated into this agreement save and accept as expressly otherwise indicated.

ARTICLE 3

SERVICES TO BE PROVIDED

3.1 SERVICES TO BE PROVIDED BY CONSULTANTS

The Consultant's scope of work for the services to be provided shall meet or exceed and otherwise be deemed to include those services called for within the RFP, Section B "Project Details", more specifically section 13 "Description of Work" and any additional or supplemental services or detailed scope of work as may be set out in the Consultant's Proposal submission.

3.2 SERVICES TO BE PROVIDED BY TOWN

The Town will provide access to the Town's information and/or database(s) to the extent set out in section 14 of the RFP and as otherwise may be requested or identified by the Consultant and approved by the Town all in accordance with and subject to any laws governing the disclosure and use of such information and/or database.

ARTICLE 4

FEES AND DISBURSEMENTS

4.1 BASIS OF PAYMENT FOR THIS AGREEMENT

4.1.1 FEES CALCULATED ON A DELIVERABLE BASIS

The Town shall pay the Consultant the Fee for the Services, calculated on the basis of the stage of completion of each Phase of the Services since the date of the previous invoice.

4.1.2 UPSET COST LIMIT

(a) Notwithstanding anything else contained in this agreement, the Fee for the Services shall not exceed the amount set out in the Proposal Submission's completed "not to be exceeded" as called for in section 7.1 of the RFP in the format required in Tables 2, 3, and 4 of the RFP (attached as Schedule E) unless and until agreed to in writing by the Town in its sole and absolute discretion (e.g to cover Additional Expenses). This upward limit is termed "the Upward Fee Limit".

(b) Included in the "Fee" but subject to the limits and payment terms set forth in article 4, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services and identified in the Proposal Submission, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

(c) Notwithstanding Subsections (a) and (b) of this Section, the Town, at its sole discretion, may limit the amounts paid to the Consultant by the Town to the percentage equivalent to each Phase of the project complete in the reasonable opinion of the Town.

(d) The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Article 3 of this Agreement. When approving Additional Services that are not included in Article 3, the Town, at its sole discretion, may, in writing, set a limit on the total amount that may be claimed by the Consultant for the requested Additional Services.

4.1.3 LUMP SUM BASIS

- a. Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses but at all times reflective of the Upward Fee Limit.

- b. Monthly progress invoices will be based on the percentage of each Phase of the project completed or milestone achieved as detailed in the RFP.
- c. If the project is abandoned or delayed for any reason beyond the Consultant's control as confirmed by the Town, acting reasonably, the Town shall pay the balance outstanding on the Fee for the Services adjusted by the percentage of each Phase of the Project then completed multiplied by the Total Fee set opposite such Phase on Schedule A plus the termination expenses reasonably incurred by the Consultant in winding down the project.

4.2 PAYMENT

4.2.1 FEES CALCULATED MONTHLY

The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month.

4.2.3 INVOICES GENERALLY

- a) Requirements for a proper invoice

All invoices submitted by the Consultant to the Town under this Agreement shall contain the following information:

- (1) The Consultant's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The total amount payable for the services supplied, and a statement that payment is due within 30 days of receipt subject to reasonable verification;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):
 - i. Undertaking that Sub-Consultants are paid
 - ii. Community Employment Benefit (CEB) Assessment as in the manner set forth in section 11.2 of the RFP together with any other report deliverable by the Consultant under the RFP
 - iii. Stage of completion of each Phase of the Services
 - iv. Fees payable based on the percentage of work completed on any Phase less amounts previously accounted for in prior invoices;
 - v. HST applicable thereto along with the Consultant's HST number;
 - vi. Detail in respect of the actual time spent by the Consultant's employees, materials, equipment,
 - vii. A summary and details of the actual work of any Sub-Consultant otherwise consistent with the information noted in i) to vi) above.

- b) Disputed invoices

If the Town intends to dispute any invoice delivered by the Consultant, in whole or in part, the Town shall within 21 calendar days of receiving the invoice, deliver to the Consultant a notice of non-payment setting out the reasons for non-payment and offering to mediate the dispute if not resolved within a further 21 calendar days.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out below.

4.2.4 TERMS OF PAYMENT

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, within 30 days of, as presented and without holdbacks, by the Town upon receipt, together with the additional information called for above.

ARTICLE 5

MISCELLANEOUS

5.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

5.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

5.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

5.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

5.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

5.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

5.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

5.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in

the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

5.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

5.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.11 JURISDICTION

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

5.12 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

5.13 SCHEDULES

The Schedules attached hereto form part of this agreement.

5.14 CONTRA PROFERENTEM RULE NOT APPLICABLE

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

5.15 INDEPENDENT LEGAL ADVICE

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED	}	
in the presence of	}	
	}	THE CORPORATION OF THE
	}	TOWN OF TECUMSEH
	}	
	}	Per: _____
	}	XXXXX - XXXX
	}	_____

} **XXXXXX - XXXX**
}
}
} _____
} Per: _____

SCHEDULE "A"

REQUEST FOR PROPOSAL

SCHEDULE "B"

ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)

SCHEDULE "C"

SUPPLEMENTARY CONDITIONS TO THE STANDARD AGREEMENT

SCHEDULE "D"

PROPOSAL SUBMISSION FROM CONSULTANT

SCHEDULE "E"

NTD: Attach Table 2, 3, and Table 4 as completed by Consultant

Section F – AODA Form

(TO BE COMPLETED UPON CONTRACT EXECUTION)

Service Providers
Accessibility Standards for Customer Service
(Ontario Regulation 429/07)
CERTIFICATE

To: Corporation of the Town of Tecumseh
(the "Town")

From: _____
(the "Service Provider")

Employee/Contractor/ Representative Name (PLEASE PRINT)	Date of Hire	Date of Training

Section G – Proposal Submission Checklist

The Proponents shall ensure their proposal includes the following for completeness:

Items to be Included in Proposal	Complete?
Understanding of the Scope	Y/N
Proposed Implementation Plan	Y/N
Relevant Project Experience	Y/N
Project Manager	Y/N
Project Staff	Y/N
Completed Fee table 2, 3, 4	Y/N
Completed Section D – Acceptance Form	Y/N

SCHEDULE "B"

ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)



Addendum # 1

Bid Opportunity: 69 - RFP – PJ Cecile Pump Station Replacement Project

Closing Date: Thursday, December 15, 2022 2:00 PM

Geotechnical Report

The Corporation of the Town of Tecumseh

By-Law Number 2023 - 021

Being a bylaw to provide for the repair and improvements to the Demonte Drain

Whereas the Council of The Corporation of the Town of Tecumseh (hereafter “Town”) has been requested to provide for the repair and improvement of the Demonte;

And Whereas the Town procured a Drainage Report for the Demonte and specifications from the consulting engineering firm of Dillon Consulting Limited, dated August 5, 2022 (hereafter “Drainage Report”);

And Whereas notice of a Public Meeting to hear comments from the affected property owners was given on Monday, January 30, 2023;

And Whereas a Public Meeting of Council was held on February, 14, 2023 at 3:30 pm to hear from any affected property owners on the Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the Demonte is desirable;

Now Therefore the Council of The Corporation of The Town of Tecumseh Enacts as follows:

1. **That** the Drainage Report providing for the repair and improvement of the Demonte, dated August 5, 2022, as prepared by the consulting engineering firm Dillon Engineering Limited and attached hereto as Schedule “A” to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **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. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.

5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first and second time this 14th day of February, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

Read a third and final time this **Choose an item.** day of **Choose an item.**, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

**DRAINAGE REPORT
FOR THE**

DEMONTÉ BRANCH DRAIN

TOWN OF TECUMSEH



(FINAL – COUNCIL CONSIDERATION)
5 AUGUST, 2022
MARK D. HERNANDEZ, P.ENG
FILE No. 17-5617
Tecumseh File No. E09EI(33)

Mayor and Council
The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario
N8N 1W9

3200 Deziel Drive
Suite 608
Windsor, Ontario
Canada
N8W 5K8
Telephone
519.948.5000
Fax
519.948.5054

Drainage Report for the DEMONTE BRANCH DRAIN Town of Tecumseh

Mayor and Council:

Instructions

The Municipality received a petition from the Road Authority for a legal outlet for Webster Drive dated 9 January 2017. Currently, there is an existing private drainage system on private lands which provides inadequate drainage. As the petition is signed by the Road Authority, it is valid under Section 4(1)(c) and the Municipality has authority to proceed under the Act. Council accepted the valid petition under Section 4 of the Drainage Act and on 14 March 2017 appointed Dillon Consulting Limited to prepare a report.

Area Requiring Drainage

The Demonte Branch Drain consists of an open channel commencing at Station 0+184. The drain flows easterly along the north side of a private road and outlets into the 8th Concession Drain North. We have made an examination of the area requiring drainage along Webster Drive. The area requiring drainage encompasses the lands fronting Webster Drive. The lands within the watershed primarily consist of industrial lots. The area requiring drainage is approximately 15.07 acres (11.69 hectares) in the Town of Tecumseh.

Drain History

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

- **3 February 2000 by Lou Zarlenga, P.Eng.:** The report established the Demonte Branch Drain as a municipal drain. The recommended work included the repair and improvement of the open drain portion including improvements to existing culverts and enclosing 65 metres with 600 mm diameter H.D.P.E. pipe at the upstream end of the drain.

On-Site Meeting

We conducted an on-site meeting on 2nd May 2017. A record of the meeting is provided in Schedule 'A', which is appended hereto.

Survey

Our survey and examination of the Demonte Branch Drain and surrounding area was carried out in June 2017. The survey comprised the recording of topographic data and examining the existing drain for available depth necessary to provide sufficient drainage. We commenced the survey at the outlet of the drain to 8th Concession Drain North. We then proceeded upstream along the channel to its head, westerly across a gravel parking lot (Roll No. 550-18600) to the west limit of Webster Drive.

Our survey revealed a significant amount of contaminated sediment in the drain.

In addition to the Demonte Branch Drain, we surveyed a portion of the 8th Concession Drain North from the outlet of the Demonte Branch Drain to the concrete box culvert on the south side of King's Highway No. 401. Our survey revealed a significant amount of vegetation with frequent accumulation of debris, forming blockages within the channel. There is a uniform buildup of sediment averaging approximately 200 mm (8 inches) above the design grade set out in the previous 2000 engineer's report which is being matched as shown on the new design profile appended herein.

Existing Conditions and Recommendations

The last report for repair and improvement of the drain was completed in 2000. The open drain portion will require a bottom cleanout to align with the 2000 design profile as shown on the drawings attached. Generally the drain banks appear to be stable but not well grassed.

Contamination of the enclosed 900 mm diameter private drain and the 600 mm diameter enclosed part of the Demonte Branch Drain had been identified by the Town and the contaminated sediment was subsequently removed by the landowner responsible. The Ministry, at that time, Ministry of the Environment and Climate Change was involved. Sampling of the water, drain banks and sediment in the open drain was completed by Dillon and the analysis found contamination in the water and sediment but not in the soil of the drain banks. These findings have been summarized under a separate memorandum.

Upstream of the Demonte Branch Drain there exists approximately 161 metre length of 900 mm diameter concrete storm pipe connected to the drain. The storm sewer was installed under an agreement dated September 9, 1982 between the owner of the upstream lands and the Husky property. The agreement provided the right for the upstream landowner to construct and maintain the enclosed drain through the Husky lands. The enclosed drain serves the drainage needs for Webster Drive and the upstream lands which have changed ownership since the 1982 agreement. It is understood that there is an orifice at the upstream end of the pipe which shall be

removed as part of this work to better facilitate drainage from the upstream lands. We recommend it be incorporated as part of the municipal drainage works and shall be named the Demonte Branch Drain.



The access bridges were inspected during the course of our investigation. These bridges provide access from a private right-of-way to the adjacent lands. Our assessment identified culverts that are in poor condition and that are still in serviceable condition, but will likely require replacement in the next 5 to 10 years. Our analysis found Bridge No. 1 and 3 will require immediate replacement. Bridge No. 2 is still in reasonable condition and we have provided specifications for future replacement.

Specific structure numbers have been designated for ease of reference between specifications and the drawings.

The locations, dimensions, condition and use of each structure are as follows:

Bridge No. 1: Station 0+010 (Roll No. 550-17800 Laval Tool & Mould Ltd.)

A 13.2 m long, 600 mm diameter corrugated steel pipe with rip rap end protection and an asphalt driveway surface provides access to this property. This culvert was shown as a 600 mm diameter CSP in the 2000 report. This culvert is deficient in hydraulic capacity and requires immediate replacement.

We recommend that the culvert be replaced with a new 16.0 m long, 1150 x 820 mm aluminized corrugated steel pipe arch complete with sloped stone end walls, filter fabric underlay and providing a minimum 7.3 m driveable top width.

Bridge No. 2: Station 0+055 (Roll No. 550-17800 Laval Tool & Mould Ltd.)

A 31.0 m long, 1150 x 820 mm corrugated steel pipe arch with rip rap end protection and an asphalt driveway surface provides access to this property. This culvert was shown as a 750 mm diameter CSP in the 2000 report. The culvert is in good condition and does not require replacement at the present time.

We recommend that in the future, the culvert be replaced with a new 35.0 m long, 1150 x 820 mm aluminized corrugated steel pipe arch complete with sloped stone end walls, filter fabric underlay and providing a minimum 28.0 m driveable top width.

Bridge No. 3: Station 0+091 (Roll No. 550-17800 Laval Tool & Mould Ltd.)

A 10.5 m long, 700 mm diameter corrugated steel pipe with rip rap end protection and an asphalt driveway surface provides access to this property. This culvert was shown as a 750 mm diameter CSP in the 2000 report. This culvert is deficient in hydraulic capacity and requires immediate replacement.

We recommend that the culvert be replaced with a new 12.5 m long, 1150 x 820 mm aluminized corrugated steel pipe arch complete with sloped stone end walls, filter fabric underlay and providing a minimum 6.1 m driveable top width.

Bridge No. 4: Station 0+205 (Roll No. 550-17900 R.J. Cyr Co. Inc.)

A 42.0 m long, 600 mm diameter HDPE complete with sloped stone end wall and asphalt driveway surface provides access to this property. This culvert is in good condition but lacks hydraulic capacity.

We recommend that the culvert be replaced with a new 65.0 m long, 1150 x 820 mm polymer laminated corrugated steel pipe arch complete with sloped stone end wall, filter fabric underlay and providing a minimum 30.0 m driveable top width.

The private existing 900 mm diameter storm sewer and manholes and the 600 mm diameter closed portion located across the Husky property (Roll No. 550-18600) were filled with water and required flushing as part of the Ministry's order to make an observation if they required replacement. A video inspection of the existing pipes found the pipes to be in good condition but were holding contaminated soils. The contaminated material was disposed of off-site by the landowner. From the video inspection, a concrete block wall was visible near Manhole No. 3. We recommend this wall be removed to provide an outlet for Webster Drive.

Based on a legal review of the agreement, it is understood that the municipality has the right to access and maintain the pipe, however, there is no mechanism to assess the costs. Adoption of this report would provide the right for drainage, access, maintenance and assessment of the associated costs.

The municipality will be undertaking the reconstruction of Webster Drive including road reconstruction, storm sewers, sanitary sewers and watermain replacement which requires a legal outlet for the proposed storm sewers. We therefore recommend the existing private tile system be incorporated under the Drainage Act and be referred to as the Demonte Branch Drain.

Design Considerations

Typically for an area such as this, a 1:5 year design storm would be applied. However, the existing open drain is shallow and very flat which limits the opportunity for increasing the slope and in turn the capacity of the system. The extent to which the work could continue downstream was reviewed and it was found that the downstream section of the 8th Concession Drain is also quite flat. In addition, there is a concrete box culvert under King's Highway No. 401 which would be cost prohibitive to replace. Given the physical restraints of the Demonte and 8th Concession Drains, a 1:2 year level of service is recommended. As redevelopment of the adjacent lands occur, private stormwater measures will be required which account for the 1:2 year level of service.

Allowances

In accordance with Sections 29, 30 and 31 of the Drainage Act, we have made a determination of the amount to be paid for lands taken for the improvements to the drain as recommended, damages to lands and crops (if any), and for the incorporation of the existing sewer. Due to the contamination identified in the sediment, all excavated materials must be trucked away to a landfill.

As such, there are no damage allowances associated with spreading of excavated material under Section 30. Further, the construction area will have to be restored to existing, or better, conditions. As such, there are no damage allowances with respect to restoration on lands by the landowners.

The Section 29 allowance for land taken for the working corridor required for the newly incorporated 900 mm diameter concrete pipe drain is based on a corridor width of 15 metres centred on the alignment of the tile. The land currently consists of an open gravel parking lot. Accordingly, the Section 29 allowance has been calculated at a rate of \$25,000 per hectare.

The existing 900 mm diameter storm sewer located on the Husky property will be incorporated as part of the Demonte Branch Drain under this report. Therefore, under Section 31 of the Drainage Act an allowance of \$59,990.00 will be paid for the existing storm sewer. The amount of the allowance was developed by estimating the current value of a new sewer of similar size and material and applying a depreciation based on a comparison of the life expectancy of the pipe and its current age.

A private agreement established on September 9, 1982 between landowners established the easement for construction and maintenance of the private storm sewer. Since that time, the land ownership has changed.



Cost Estimate

Based on our review of the history, the information obtained during the site meeting and our examination and analysis of the survey data, we recommend that the Demonte Branch Drain be repaired and improved as described below:



Item	Description	Amount
<u>DEMONTE BRANCH DRAIN-OPEN DRAIN WORK</u>		
1.	Excavation and trucking of excavated materials works for the Demonte Branch Drain, as follows:	
	a) Excavation of the drain bottom only, as follows:	
	i) Station 0+000 to Station 0+184, totalling approximately 184 lineal metres of drain and approximately 65 m ³ of material.	\$2,650.00
	b) Trucking and disposal of all excavated, contaminated materials to landfill site, as follows:	
	i) At all properties totalling approximately 65 m ³ of material. (Trucking and hauling costs only)	\$2,600.00
	ii) Disposal of contaminated material off-site (approximately 130 tonnes).	\$7,200.00
2.	Excavation and trucking of excavated materials works for the 8 th Concession Drain North including removal and reinstallation of chain fence for access and costs for encroachment permit to work in vicinity of King's Highway No. 401, as follows:	
	a) Excavation of the drain bottom only, as follows:	
	i) Station 1+915A to Station 2+000A, totalling approximately 85 lineal metres of drain and approximately 25 m ³ of material.	\$1,100.00
	b) Trucking and disposal of all excavated, contaminated materials to landfill site, as follows:	
	i) At all properties totalling approximately 25 m ³ of material. (Trucking and hauling costs only)	\$1,000.00
	ii) Disposal of contaminated material off-site (approximately 50 tonnes).	\$2,900.00
3.	Cable concrete drain liner, as follows:	
	a) Station 0+017 to Station 0+039 and Station 0+070 to Station 0+084 - Supply and install 230 m ² CC35 cable concrete mats with stainless steel anchors. Contractor designed drawings required, sealed by Ontario Professional Engineer.	\$32,000.00

4.	Private access bridge replacement works, as follows:	
	a) <u>Bridge No. 1</u> - Station 0+010 (Roll No. 550-17800) – Removal and disposal of existing 13.2 m long 600 mm diameter CSP, existing end walls and backfill off-site that are not suitable for native backfill.	\$13,650.00
	Installation of a new 16.0 m long, 1150 x 820 mm corrugated steel pipe arch (CSPA). complete with clear stone bedding up to pipe springline with filter fabric overlay (approximately 30 tonnes), full Granular ‘A’ backfill from springline to underside of driveway surface material (approximately 80 m ³) compacted providing a minimum 7.3 m (24 ft.) driveable top width, clean native surface layer beyond driveway (approximately 20 m ³) and sloping stone end walls with filter fabric underlay (approximately 20 m ²). All surplus native materials resulting from the culvert installation are to be trucked away to an approved dumping site at the Contractor’s expense.	
	b) <u>Bridge No. 1</u> – Asphalt driveway restoration. Supply and install 80 mm HL3 layer (approx. 10 tonnes) in 2 equal lifts of 40 mm thickness, compacted.	\$3,500.00
	c) <u>Bridge No. 3</u> – Station 0+091 (Roll No. 550-17800) – Removal and disposal of existing 10.5 m long 700 mm diameter CSP, existing end walls and backfill off-site that are not suitable for native backfill. Supply and installation of a new 12.5 m long, 1150 x 820 mm corrugated steel pipe arch (CSPA). complete with clear stone bedding up to pipe springline with filter fabric overlay (approximately 25 tonnes), full Granular ‘A’ backfill from springline to underside of driveway surface material (approximately 60 m ³) compacted providing a minimum 6.1 m (20 ft.) driveable top width, clean native surface layer beyond driveway (approximately 20 m ³) and sloping stone end walls with filter fabric underlay (approximately 20 m ²). All surplus native materials resulting from the culvert installation are to be trucked away to an approved dumping site at the Contractor’s expense.	\$13,300.00
	d) <u>Bridge No. 3</u> – Asphalt driveway restoration. Supply and install 80 mm HL3 layer (approx. 10 tonnes) in 2 equal lifts of 40 mm thickness, compacted.	\$3,500.00
	e) <u>Bridge No. 4</u> – Station 0+216 (Roll No. 550-17900) – Removal and disposal of existing 42.0 m long 600 mm diameter HDPE, existing end walls and backfill off-site that are not suitable for native backfill. Supply and installation of a new 65.0 m long, 1150 x 820 mm polymer laminated corrugated steel pipe arch (CSPA). complete with clear stone bedding up to pipe	\$51,350.00

	springline with filter fabric overlay (approximately 110 tonnes), full Granular 'A' backfill from springline to underside of driveway surface material (approximately 320 m ³) compacted providing a minimum 30.0 m (98 ft.) driveable top width, clean native surface layer beyond driveway (approximately 20 m ³) and sloping stone end walls with filter fabric underlay (approximately 15 m ²). All surplus native materials resulting from the culvert installation are to be trucked away to an approved dumping site at the Contractor's expense.	
	f) <u>Bridge No. 4</u> – Asphalt driveway restoration. Supply and install 80 mm HL3 layer (approx. 65 tonnes) in 2 equal lifts of 40 mm thickness, compacted.	\$22,200.00
5.	Access bridge cleaning works, as follows:	
	a) <u>Bridge No. 2</u> -Roll No. 550-17800 – Clean existing 1150 x 820 mm CSPA bridge (31 m long).	\$1,900.00
6.	Temporary Silt Control Measures During Construction	\$900.00
SUB-TOTAL		\$159,750.00
7.	Survey, Report, Assessment and Final Inspection (cost portion)	\$32,250.00
8.	Expenses and incidentals (cost portion)	\$3,000.00
9.	Environmental field services, sampling, analysis and reporting (cost portion)	\$4,900.00
10.	ERCA application review and permit fee	\$800.00
TOTAL ESTIMATE – DEMONTE BRANCH DRAIN		\$200,700.00

<u>SECTION 26 NON PRO-RATABLE COSTS</u>		
11.	Road bridge cleaning works, as follows:	
	a) Cleaning of existing 1520 mm x 1220 mm box culvert, 55 m long under King's Highway No. 401. Work shall include disposal of materials off-site and all costs to obtain MTO permits.	\$16,000.00
SUB-TOTAL SECTION 26 NON PRO-RATABLE COSTS		\$16,000.00
12.	Engineering cost apportionment	\$1,000.00
TOTAL SECTION 26 NON PRO-RATABLE COSTS		\$17,000.00

TOTAL ESTIMATE – DEMONTE BRANCH DRAIN		\$217,700.00
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DEMONTE BRANCH DRAIN (CLOSED DRAIN)		
1.	Remove existing concrete block wall inside existing MH3.	\$1,000.00
SUB-TOTAL		\$1,000.00
2.	Allowances under Section 29 and 31	\$65,990.00
3.	Survey, Report, Assessment and Final Inspection (cost portion)	\$15,650.00
4.	Expenses and incidentals (cost portion)	\$1,500.00
5.	Environmental field services, sampling, analysis and reporting (cost portion)	\$10,000.00
TOTAL DEMONTE BRANCH DRAIN (CLOSED DRAIN)		\$94,140.00



OVERALL TOTAL ESTIMATE DEMONTE BRANCH DRAIN		\$311,840.00
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The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing of the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

Assessment of Costs

The individual assessments are comprised of three (3) assessment components:

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

Assessment Rationale – Open Drain Improvements

We have assessed the above estimated costs for the repair and improvement of the Demonte Branch Drain and the 8th Concession Drain North (Station 1+915A to Station 2+000A) against the affected lands and roads listed in Schedule “C-1” under “Benefit” and “Outlet Liability” or Special Benefit assessments shown in Schedule “C-1” are detailed in Schedule “D-1.” Assessments were derived as follows:

1. The above estimated costs have been assessed 60% as a Benefit assessment and 40% as an Outlet Liability assessment against all upstream lands and roads within the drainage area.

2. Any costs associated with an Encroachment permit for work done on the 8th Concession Drain shall be assessed 100% to the Ministry of Transportation under Section 26 of the Drainage Act.
3. Costs associated with the cable concrete liner shall be assessed against the abutting properties, 50% to Laval Tool Mould Ltd. (Roll No. 550-17800) and 50% to 679637 Ontario Ltd. (Roll No. 550-18000).



Assessment Rationale for Special Benefit Assessments (Bridges)

Special Benefit assessment shown in Schedule 'C-1' and detailed in Schedule 'D-1' were derived as follows:

1. Bridge replacement costs for Bridge No. 1 (Primary) assessed 50% to abutting property Roll No. 550-17800. The remaining 50% is assessed to upstream lands within the Demonte Branch Drain watershed. The assessment shall be a pro-ratable assessment.
2. An engineering cost portion of \$2,500.00 for the design provisions on the future replacement of Bridge No. 2 (Secondary) has been assessed 100% against the abutting property (Roll No. 550-17800). The assessment shall be a pro-ratable assessment.
3. Bridge replacement costs for Bridge No. 3 (Secondary) assessed 100% to abutting property Roll No. 550-17800. The assessment shall be a pro-ratable assessment.
4. Bridge replacement costs for Bridge No. 4 (Primary) assessed 50% to abutting property Roll No. 550-17900. The remaining 50% is assessed to upstream lands within the Demonte Branch Drain watershed. The assessment shall be a pro-ratable assessment.
5. Increased costs to provide asphalt and concrete driveway surfaces have been assessed 100% against the adjacent landowner. The assessment shall be a non-proratable assessment.
4. Bridge cleaning costs for Highway 401 bridge has been assessed 100% to the Ministry of Transportation Ontario. The assessments shall be a non-proratable assessment.

Assessment Rationale-Demonte Branch Drain (Closed Drain)

We have assessed the above estimated costs for the repair and improvement of the closed portion of the Demonte Branch Drain against the affected lands and roads listed in Schedule "C-2" under "Benefit" and "Outlet Liability" and detailed in Schedule "D-2."

The costs of the Section 31 allowances shall be assessed as a Special Benefit to the lots within the Webster Drive subdivision in equal proportions. The assessments shall be a non-proratable assessment.

Utilities

It may become necessary to temporarily or permanently relocate utilities that may conflict with the construction recommended under this report. 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 time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

Future Maintenance (Demonte Branch Drain) (Open Drain)

After completion, the Demonte Branch Drain shall be maintained by the Town of Tecumseh at the expense of the lands and road herein assessed in Schedule E-1,” and in the same relative proportions subject, of course, to any variations that may be made under the authority of the Drainage Act. The portion of the 8th Concession Drain North (Station 1+915A to Station 2+000A) shall be maintained by the Town of Tecumseh under this report at the expense of the lands and road herein assessed in Schedule E-1,” and in the same relative proportions subject, of course, to any variations that may be made under the authority of the Drainage Act. The assessments are based on an arbitrary amount of \$10,000.00. Tile inlet repairs and stone erosion protection shall be assessed 100% against the property on which the tile or surface water inlet serves.

Future Maintenance (Demonte Branch Drain) (Closed Drain)

The Demonte Branch Drain shall be maintained by the Town of Tecumseh at the expense of the lands and road herein assessed in Schedule E-2,” and in the same relative proportions subject, of course, to any variations that may be made under the authority of the Drainage Act. The assessments are based on an arbitrary amount of \$10,000.00.



Future Maintenance (Private Access Bridges)

We recommend that future work of repair and maintenance of the Demonte Branch Drain private access bridges be carried out by the Town of Tecumseh at the expense of the property or properties accessed by the bridge and of the lands and roads shown in Schedule “E-3”, but only to those properties located upstream of each bridge.

Part of the maintenance cost of each bridge will be assessed as a Special Benefit assessment against the property or properties served by the bridge.

The remainder of the maintenance cost will be assessed as Outlet assessment only to the lands and roads upstream of each bridge prorated to the assessments shown in Schedule “E-3.”

Schedule “E-3” represents all the lands and roads upstream of Bridge No. 1 and is applicable to other primary access bridges located further upstream by including only those properties that are upstream of the said bridge. The assessment is based on an arbitrary amount of \$10,000.00 of future access bridge maintenance costs.

The division between Special Benefit and Outlet assessment for each bridge shall be as follows:

Bridge No.	Type	Owner(s)	Special Benefit	Outlet
1	Primary	Roll No. 550-17800	50%	50%
2	Secondary	Roll No. 550-17800	100%	0%
3	Secondary	Roll No. 550-17800	100%	0%
4	Primary	Roll No. 550-17900	50%	50%

Drawings and Specifications

Attached to this report is Schedule ‘F’, which are Specifications setting out the details of the recommended works and Schedule ‘G’ which represent the drawings that are attached to this report.

Page 1 of 5 - Watershed Plan

Page 2 of 5 - Detail Plan

Page 3 of 5 - Profile

Page 4 of 5 - Cross Sections & Details

Page 5 of 5 - Bridge Details

Approvals

The construction and/or improvement to a drainage works, including repair and maintenance activities, and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality's behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

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. We understand that there are no agricultural lands and therefore no grants are anticipated.

Respectfully submitted,

DILLON CONSULTING LIMITED

Mark D. Hernandez, P.Eng.

MDH:wlb:mc

File No. 17-5617



May 2, 2017

[illegible]



MEETING MINUTES

Subject: Petition Drain-Webster Drive
 Date and Time: May 2, 2017
 Location: 3800 Webster Drive
 Our File: 17-5617

Attendees

Phil Bartnik	Town of Tecumseh
Stephanie Kiritsis	Town of Tecumseh
Gerry Chauvin	Town of Tecumseh
Sam Paglia	Town of Tecumseh
Mark Hernandez	Dillon Consulting
Danny Vujdic	ECM

Notes

Item	Discussion	Action By
1.	Need to take samples from existing Demonte	
1.1.	<ul style="list-style-type: none"> • Likely contaminated. • Call Ministry of Environment if required. • If single source is confirmed then the landowner pays. If not, it would be a drain cost 	
2.	Section 4 petition	
2.1.	Existing private drain from Station 0+252 to right-of-way. The condition is unknown at this time and needs to be located. Discussion with Husky may be required.	
2.2.	The Town intends to reconstruct Webster Drive and requires a formal outlet for the right-of-way.	
3.	Stormwater Management concerns	
3.1.	It was discussed that the industrial area along Webster Drive has issues with stormwater management. It was discussed that in one case, stormwater flows overland through the building. It was discussed that at some point each property will require stormwater measures for quantity and quality control.	

4. Survey

- 4.1. A survey will have to be completed to determine sufficient outlet. It was discussed that the survey should start at the culvert under Hwy 401. It was discussed that there may be limited grade available in the existing drains to improve the system.

5. Drain Name

- 5.1. Naming will have to be considered, ie. Branch drain extension

6. Drainage Act Process

- Survey
- Report Preparation
- PIC Meeting (Public Information Centre)
- Meeting to Consider
- Court of Revision

Errors and/or Omissions

These minutes were prepared by Mark Hernandez who should be notified of any errors and/or omissions.

Meeting Minutes

Subject: Demonte Drain
Date: November 5, 2021
Location: In front of Quick Draw Tarpaulin Systems
Our File: 17-5617

Attendees

Sam Paglia	Town of Tecumseh
Walt Demonte	Landowner
Mark Hernandez	Dillon Consulting Limited

Notes

Item	Discussion	Action
1.	<p>A summary of the meeting is as follows:</p> <ul style="list-style-type: none"> The Town received a request from RJ Cyr for an additional access to their property as part of their site development. Mr. Demonte indicated that no one from RJ Cyr spoke with him about the request. A temporary culvert had been installed by a contractor for RJ Cyr which was subsequently removed at the direction of the Town. Mr. Demonte indicated that the private roadway is congested and that the additional access would worsen the situation for Mr. Demonte. Mr. Demonte owns the private roadway. Mr. Demonte confirmed he would not support, and would appeal the report if it were to proceed with the culvert requested by RJ Cyr. It was discussed that RJ Cyr has the right to request the culvert, but that request is subject to approvals in addition to the Drainage Act process, including ERCA and Road Authority approvals. This is no different than requests on other municipal drains. It was discussed that RJ Cyr would be notified that Mr. Demonte is not in agreement and so the report cannot proceed with the requested culvert. It was discussed that the additional culvert requested by RJ Cyr could be contained within its own report at a later date. Agreement from Mr. Demonte would still be required. 	

Item	Discussion	Action
	<ul style="list-style-type: none"> It was discussed that other landowners require the balance of the work contained within the draft report to proceed and it is undesirable to delay the works. 	

Errors and/or Omissions

These minutes were prepared by Mark Hernandez, P.Eng. who should be notified of any errors and/or omissions.

Meeting Minutes

Subject: Demonte Drain
Date: December 16, 2021
Location: Virtual Meeting
Our File: 17-5617

Attendees

Sam Paglia	Town of Tecumseh
John Henderson	Town of Tecumseh
David Meade	Windsor Industrial Services
Nick Rosati	Rosati Group
Denis Gauthier	Rosati Group
Mark Hernandez	Dillon Consulting Limited

Notes

Item	Discussion	Action
1.	<p>A summary of the meeting is as follows:</p> <ul style="list-style-type: none"> • A meeting was held with Mr. Demonte on November 5, 2021. • Mr. Demonte indicated that no one from RJ Cyr spoke with him about the request for a new culvert / access. Mr. Demonte owns the private roadway. • Mr. Demonte had indicated that the private roadway is congested and that the additional access would worsen the situation for Mr. Demonte. • Mr. Demonte confirmed he would not support, and would appeal the report if it were to proceed with the culvert requested by RJ Cyr. • It was discussed that RJ Cyr has the right to request the culvert, but that request is subject to approvals in addition to the Drainage Act process, including ERCA and Road Authority approvals. This is no different than requests on other municipal drains. • As Mr. Demonte is not in agreement the report cannot proceed with the requested culvert. • It was discussed that the additional culvert requested by RJ Cyr could be contained within its own report at a later date. <p>Agreement from Mr. Demonte would still be required.</p>	

Item	Discussion	Action
	<p>It is understood that RJ Cyr will be reviewing their legal agreements to understand what right of access they currently have.</p> <ul style="list-style-type: none"> • It was discussed that other landowners require the balance of the work contained within the draft report to proceed and it is undesirable to delay the works. • Mr. Meade confirmed that they would not pursue the additional access further at this time and that this would be confirmed in writing. 	

Errors and/or Omissions

These minutes were prepared by Mark Hernandez, P.Eng. who should be notified of any errors and/or omissions.

"SCHEDULE B"
SCHEDULE OF ALLOWANCES
DEMONTÉ BRANCH DRAIN
TOWN OF TECUMSEH

Roll No.	Con.	Description	Owner	Section 31	Section 30 Damages	Section 29 Land	Total Allowances
550-18600	7	Pt. Lot 13 RP12R2282 Pts. 2-7 Pts. 10&13	Husky Oil Ltd.	\$8,570.00	\$0.00	\$6,000.00	\$14,570.00
550-18615	7	Pt. Lot 13 RP12R8957 Pts. 1&20	Bensav Real Estate Inc.	\$8,570.00	\$0.00	\$0.00	\$8,570.00
550-18614	7	Pt. Lot 13 RP12R8957 Pts. 2&19	1871418 Ontario Inc.	\$8,570.00	\$0.00	\$0.00	\$8,570.00
550-18612	7	Pt. Lot 13 RP12R8957 Pts. 3&18	Bensav Real Estate Inc.	\$8,570.00	\$0.00	\$0.00	\$8,570.00
550-18610	7	Pt. Lot 13 RP12R8957 Pt. Pts. 4&17	Ministry of Transportation Ontario	\$8,570.00	\$0.00	\$0.00	\$8,570.00
550-02601	7	Pt. Lot 13 RP12R8957 Pts. 14-16	Toromont Industries Ltd.	\$8,570.00	\$0.00	\$0.00	\$8,570.00
550-18602	7	Pt. Lot 13 RP12R8957 Pts. 8-13	Barnum Property Holders Inc.	\$8,570.00	\$0.00	\$0.00	\$8,570.00
TOTAL ALLOWANCES				\$59,990.00	\$0.00	\$6,000.00	\$65,990.00

"SCHEDULE C-1"
SCHEDULE OF ASSESSMENT
DEMONTE BRANCH DRAIN
TOWN OF TECUMSEH
(Page 1 of 2)

ONTARIO LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18610	7	Pt. Lot 13 RP12R8957 Pts. 4&17	2.81	1.14	Ministry of Transportation Ontario	\$0.00	\$393.00	\$3,578.00	\$3,971.00
Total on Ontario Lands.....						\$0.00	\$393.00	\$3,578.00	\$3,971.00

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Webster Drive	1.68	0.68	Town of Tecumseh	\$0.00	\$391.00	\$3,555.00	\$3,946.00
Total on Municipal Lands.....				\$0.00	\$391.00	\$3,555.00	\$3,946.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18615	7	Pt. Lot 13 RP12R8957	2.90	1.17	Bensav Real Estate Inc.	\$0.00	\$477.00	\$4,333.00	\$4,810.00
550-18614	7	Pts. 1&20 Pt. Lot 13 RP12R8957	1.07	0.43	1871418 Ontario Inc.	\$0.00	\$149.00	\$1,350.00	\$1,499.00
550-18612	7	Pts. 2&19 Pt. Lot 13 RP12R8957	1.14	0.46	Bensav Real Estate Inc.	\$0.00	\$176.00	\$1,598.00	\$1,774.00
550-02601	7	Pts. 3&18 Pt. Lot 13	2.47	1.00	Toromont Industries Ltd.	\$0.00	\$395.00	\$3,588.00	\$3,983.00
550-18602	7	Pts. 8&13 Pt. Lot 13 RP12R8957	3.00	1.21	Barnim Property Holdings Inc.	\$0.00	\$415.00	\$3,772.00	\$4,187.00
550-18600	7	Pts. 2-7, Pts. 10&13 Pt. Lot 13 RP12R2282	16.65	6.74	Husky Oil Ltd.	\$0.00	\$5,338.00	\$27,218.00	\$32,556.00
550-17900	7	Pts. 8&13 Pt. Lot 13	5.05	2.04	R.J. Cyr. Co. Inc.	\$31,031.00	\$2,212.00	\$2,438.00	\$35,681.00
550-17800	7	Pts. 8&13 S Pt. Lot 13	0.91	0.37	Laval Tool & Mould Ltd.	\$47,656.00	\$1,113.00	\$536.00	\$49,305.00
550-18000	7	Pts. 8&13 Pt. Lots 12 & 13 RP12R2282	1.11	0.45	679637 Ontario Ltd.	\$20,000.00	\$1,917.00	\$571.00	\$22,488.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$98,687.00	\$12,192.00	\$45,404.00	\$156,283.00
TOTAL ASSESSMENT (Excl. Non-Proratable Assessments)						\$98,687.00	\$12,976.00	\$52,537.00	\$164,200.00

"SCHEDULE C-1"
SCHEDULE OF ASSESSMENT
DEMONTE BRANCH DRAIN
TOWN OF TECUMSEH
(Page 2 of 2)

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS (NON-PRORATABLE):

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-17800	7	S Pt. Lot 13	0.00	0.00	Laval Tool & Mould Ltd.	\$8,750.00	\$0.00	\$0.00	\$8,750.00
550-17900	7	Pt. Lot 13	0.00	0.00	R.J. Cyr. Co. Inc.	\$27,750.00	\$0.00	\$0.00	\$27,750.00
Total on Privately-Owned - Non-Agricultural Lands (Non Pro-ratable).....						\$36,500.00	\$0.00	\$0.00	\$36,500.00

SECTION 26 INCREASED COSTS - NON PRO-RATABLE:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Kin'g's Highway No. 401					Ministry of Transportation Ontario	\$17,000.00	\$0.00	\$0.00	\$17,000.00
Total Section 26 Increased Costs (Non Pro-ratable).....						\$17,000.00	\$0.00	\$0.00	\$17,000.00

TOTAL ASSESSMENT. \$217,700.00

	(Acres)	(Ha.)
Total Area:	38.79	15.69

"SCHEDULE C-2"
SCHEDULE OF ASSESSMENT
DEMONTÉ BRANCH DRAIN (CLOSED DRAIN)
TOWN OF TECUMSEH

ONTARIO LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18610	7	Pt. Lot 13 RP12R8957 Pts. 1&17	2.81	1.14	Ministry of Transportation Ontario	\$8,570.00	\$123.00	\$822.00	\$9,515.00
Total on Ontario Lands.....						\$8,570.00	\$123.00	\$822.00	\$9,515.00

MUNICIPAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Webster Drive			1.68	0.68	Town of Tecumseh	\$0.00	\$123.00	\$818.00	\$941.00
Total on Municipal Lands.....						\$0.00	\$123.00	\$818.00	\$941.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18615	7	Pt. Lot 13 RP12R8957 Pts. 1&20	2.90	1.17	Bensav Real Estate Inc.	\$8,570.00	\$149.00	\$996.00	\$9,715.00
550-18614	7	Pt. Lot 13 RP12R8957 Pts. 2&19	1.07	0.43	1871418 Ontario Inc.	\$8,570.00	\$47.00	\$310.00	\$8,927.00
550-18612	7	Pt. Lot 13 RP12R8957 Pts. 3&18	1.14	0.46	Bensav Real Estate Inc.	\$8,570.00	\$55.00	\$367.00	\$8,992.00
550-02601	7	Pt. Lot 13	2.47	1.00	Toromont Industries Ltd.	\$8,570.00	\$124.00	\$825.00	\$9,519.00
550-18602	7	Pt. Lot 13 RP12R8957 Pts. 8&13	3.00	1.21	Barnim Property Holdings Inc.	\$8,570.00	\$130.00	\$867.00	\$9,567.00
550-18600	7	Pt. Lot 13 RP12R2282 Pts. 2-7, Pts. 10&12	16.65	6.74	Husky Oil Ltd.	\$14,570.00	\$16,139.00	\$6,255.00	\$36,964.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$57,420.00	\$16,644.00	\$9,620.00	\$83,684.00
TOTAL ASSESSMENT						\$65,990.00	\$16,890.00	\$11,260.00	\$94,140.00

	(Acres)	(Ha.)
Total Area:	31.72	12.83

"SCHEDULE D-1"
DETAILS OF SPECIAL BENEFIT
DEMONTE BRANCH DRAIN (OPEN DRAIN)
TOWN OF TECUMSEH

SPECIAL BENEFIT ASSESSMENT
(GENERAL DESCRIPTION OF SPECIAL BENEFIT)

Roll No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
550-17800	Laval Tool & Mould Ltd.	<u>Bridge No. 1</u> -Sta. 0+010 (Primary 50%)	\$6,825.00	\$1,706.00	\$8,531.00
550-17800	Laval Tool & Mould Ltd.	<u>Bridge No. 2</u> -Sta. 0+055 (Secondary 100%)	\$0.00	\$2,500.00	\$2,500.00
550-17800	Laval Tool & Mould Ltd.	<u>Bridge No. 3</u> -Sta. 0+091 (Secondary 100%)	\$13,300.00	\$3,325.00	\$16,625.00
550-17800	Laval Tool & Mould Ltd.	Cable Concrete Drain Liner (50%)	\$16,000.00	\$4,000.00	\$20,000.00
Total Roll No. 550-17800			\$36,125.00	\$11,531.00	\$47,656.00
550-17900	R.J. Cyr Co. Inc.	<u>Bridge No. 4</u> -Sta. 0+205 (Primary 50%)	\$24,825.00	\$6,206.00	\$31,031.00
550-18000	679637 Ontario Ltd.	Cable Concrete Drain Liner (50%)	\$16,000.00	\$4,000.00	\$20,000.00
Total Special Benefit Assessment (Pro-ratable).....			\$76,950.00	\$21,737.00	\$98,687.00

NON PRO-RATABLE COSTS

Roll No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
550-17800	Laval Tool & Mould Ltd.	<u>Bridge No. 1</u> -Asphalt driveway surface (100%)	\$3,500.00	\$875.00	\$4,375.00
550-17800	Laval Tool & Mould Ltd.	<u>Bridge No. 3</u> -Asphalt driveway surface (100%)	\$3,500.00	\$875.00	\$4,375.00
Total Roll No. 550-17800			\$7,000.00	\$1,750.00	\$8,750.00
550-17900	R.J. Cyr Co. Inc.	<u>Bridge No. 4</u> -Asphalt driveway surface (100%)	\$22,200.00	\$5,550.00	\$27,750.00
Total Special Benefit Assessment (Non Pro-ratable).....			\$29,200.00	\$7,300.00	\$36,500.00

SECTION 26 (NON PRO-RATABLE COSTS)

Roll No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
King's Highway No. 401	Ministry of Transportation	Clean ex. 1520 mm x 1220 mm concrete box culvert, 55 m long.	\$16,000.00	\$1,000.00	\$17,000.00
Total Special Benefit Assessment (Section 26 Non Pro-ratable).....			\$16,000.00	\$1,000.00	\$17,000.00
Overall Total Special Benefit Assessment.....					\$152,187.00

"SCHEDULE D-2"
DETAILS OF SPECIAL BENEFIT
DEMONTE BRANCH DRAIN (CLOSED DRAIN)
TOWN OF TECUMSEH

SPECIAL BENEFIT ASSESSMENT
(GENERAL DESCRIPTION OF SPECIAL BENEFIT)

Roll No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
550-18600	Husky Oil Ltd.	Section 29 & 31 Allowances	\$14,570.00	\$0.00	\$14,570.00
550-18615	Bensav Real Estate Inc.	Section 31 Allowances	\$8,570.00	\$0.00	\$8,570.00
550-18614	1871418 Ontario Inc.	Section 31 Allowances	\$8,570.00	\$0.00	\$8,570.00
550-18612	Bensav Real Estate Inc.	Section 31 Allowances	\$8,570.00	\$0.00	\$8,570.00
550-18610	Ministry of Transportation Ontario	Section 31 Allowances	\$8,570.00	\$0.00	\$8,570.00
550-02601	Toromont Industries Ltd.	Section 31 Allowances	\$8,570.00	\$0.00	\$8,570.00
550-18602	Barnum Property Holdings Inc.	Section 31 Allowances	\$8,570.00	\$0.00	\$8,570.00
Total Special Benefit Assessment (Non Pro-ratable).....			\$65,990.00	\$0.00	\$65,990.00

"SCHEDULE E-1"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
DEMONTE BRANCH DRAIN (OPEN DRAIN)
TOWN OF TECUMSEH

ONTARIO LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18610	7	Pt. Lot 13 RP12R8957 Pts. 1 & 17	2.81	1.14	Ministry of Transportation Ontario	\$0.00	\$46.00	\$538.00	\$584.00
Total on Ontario Lands.....						\$0.00	\$46.00	\$538.00	\$584.00

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Webster Drive	1.68	0.68	Town of Tecumseh	\$0.00	\$44.00	\$536.00	\$580.00
Total on Municipal Lands.....				\$0.00	\$44.00	\$536.00	\$580.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18615	7	Pt. Lot 13 RP12R8957 Pts. 1 & 20	2.90	1.17	Bensav Real Estate Inc.	\$0.00	\$55.00	\$653.00	\$708.00
550-18614	7	Pt. Lot 13 RP12R8957 Pts. 2 & 19	1.07	0.43	1871418 Ontario Inc.	\$0.00	\$17.00	\$203.00	\$220.00
550-18612	7	Pt. Lot 13 RP12R8957 Pts. 3 & 18	1.14	0.46	Bensav Real Estate Inc.	\$0.00	\$20.00	\$241.00	\$261.00
550-02601	7	Pt. Lot 13	2.47	1.00	Toromont Industries Ltd.	\$0.00	\$46.00	\$540.00	\$586.00
550-18602	7	Pt. Lot 13 RP12R8957 Pts. 8 & 13	3.00	1.21	Barnim Property Holdings Inc.	\$0.00	\$48.00	\$568.00	\$616.00
550-18600	7	Pt. Lot 13 RP12R2282 Pts. 2-7, Pts. 10 & 13	16.65	6.74	Husky Oil Ltd.	\$0.00	\$617.00	\$4,099.00	\$4,716.00
550-17900	7	Pt. Lot 13	5.05	2.04	R.J. Cyr. Co. Inc.	\$0.00	\$256.00	\$751.00	\$1,007.00
550-17800	7	S Pt. Lot 13	0.91	0.37	Laval Tool & Mould Ltd.	\$0.00	\$129.00	\$173.00	\$302.00
550-18000	7	Pt. Lots 12 & 13 RP 12R2282 Parts 8 9 11 12 14 and 15	1.11	0.45	679637 Ontario Ltd.	\$0.00	\$222.00	\$198.00	\$420.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$1,410.00	\$7,426.00	\$8,836.00
TOTAL ASSESSMENT						\$0.00	\$1,500.00	\$8,500.00	\$10,000.00

	(Acres)	(Ha.)
Total Area:	38.79	15.69

"SCHEDULE E-2"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
DEMONTE BRANCH DRAIN (CLOSED DRAIN)
TOWN OF TECUMSEH

ONTARIO LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18610	7	Pt. Lot 13 RP12R8957 Pts. 1&17	2.81	1.14	Ministry of Transportation Ontario	\$0.00	\$44.00	\$292.00	\$336.00
Total on Ontario Lands.....						\$0.00	\$44.00	\$292.00	\$336.00

MUNICIPAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Webster Drive			1.68	0.68	Town of Tecumseh	\$0.00	\$43.00	\$291.00	\$334.00
Total on Municipal Lands.....						\$0.00	\$43.00	\$291.00	\$334.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18615	7	Pt. Lot 13 RP12R8957 Pts. 1&20	2.90	1.17	Bensav Real Estate Inc.	\$0.00	\$53.00	\$354.00	\$407.00
550-18614	7	Pt. Lot 13 RP12R8957 Pts. 2&19	1.07	0.43	1871418 Ontario Inc.	\$0.00	\$17.00	\$110.00	\$127.00
550-18612	7	Pt. Lot 13 RP12R8957 Pts. 3&18	1.14	0.46	Bensav Real Estate Inc.	\$0.00	\$20.00	\$130.00	\$150.00
550-02601	7	Pt. Lot 13	2.47	1.00	Toromont Industries Ltd.	\$0.00	\$44.00	\$293.00	\$337.00
550-18602	7	Pt. Lot 13 RP12R8957 Pts. 8&13	3.00	1.21	Barnim Property Holdings Inc.	\$0.00	\$46.00	\$308.00	\$354.00
550-18600	7	Pt. Lot 13 RP12R2282 Pts. 2-7, Pts. 10&12	16.65	6.74	Husky Oil Ltd.	\$0.00	\$5,733.00	\$2,222.00	\$7,955.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$5,913.00	\$3,417.00	\$9,330.00
TOTAL ASSESSMENT						\$0.00	\$6,000.00	\$4,000.00	\$10,000.00

	(Acres)	(Ha.)
Total Area:	31.72	12.83

"SCHEDULE E-2"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
DEMONTE BRANCH DRAIN EXTENSION
TOWN OF TECUMSEH

ONTARIO LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18610	7	Pt. Lot 13 RP12R8957 Pte 1&17	2.81	1.14	Ministry of Transportation	\$0.00	\$46.00	\$538.00	\$584.00
Total on Ontario Lands.....						\$0.00	\$46.00	\$538.00	\$584.00

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Webster Drive	1.68	0.68	Town of Tecumseh	\$0.00	\$44.00	\$536.00	\$580.00
Total on Municipal Lands.....				\$0.00	\$44.00	\$536.00	\$580.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18615	7	Pt. Lot 13 RP12R8957 Pte 1&20	2.90	1.17	Bensav Real Estate Inc.	\$0.00	\$55.00	\$653.00	\$708.00
550-18614	7	Pt. Lot 13 RP12R8957 Pte 2&19	1.07	0.43	1871418 Ontario Inc.	\$0.00	\$17.00	\$203.00	\$220.00
550-18612	7	Pt. Lot 13 RP12R8957 Pte 3&18	1.14	0.46	Bensav Real Estate Inc.	\$0.00	\$20.00	\$241.00	\$261.00
550-18605	7	Pt. Lot 13	2.47	1.00	Toromont Industries Ltd.	\$0.00	\$46.00	\$540.00	\$586.00
550-18602	7	Pt. Lot 13 RP12R8957 Pte 8&13	3.00	1.21	Barnim Property Holdings Inc.	\$0.00	\$48.00	\$568.00	\$616.00
550-18600	7	Pt. Lot 13 RP12R2282 Pts. 2-7, Pts. 10&12	16.65	6.74	Husky Oil Ltd.	\$0.00	\$617.00	\$4,099.00	\$4,716.00
550-17900	7	Pt. Lot 13	5.05	2.04	R.J. Cyr. Co. Inc.	\$0.00	\$256.00	\$751.00	\$1,007.00
550-17800	7	S Pt. Lot 13	0.91	0.37	Laval Tool & Mould Ltd.	\$0.00	\$129.00	\$173.00	\$302.00
550-18000	7	Pt. Lots 12 & 13 RP 12R2282 Parts 8 9 11 12 14 and 15	1.11	0.45	679637 Ontario Ltd.	\$0.00	\$222.00	\$198.00	\$420.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$1,410.00	\$7,426.00	\$8,836.00
TOTAL ASSESSMENT						\$0.00	\$1,500.00	\$8,500.00	\$10,000.00

	(Acres)	(Ha.)
Total Area:	38.79	15.69

"SCHEDULE E-3"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE (BRIDGES)
DEMONTE BRANCH DRAIN
TOWN OF TECUMSEH

ONTARIO LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18610	7	Pt. Lot 13 RP12R8957 Pts. 4&17	2.81	1.14	Ministry of Transportation	\$0.00	\$0.00	\$607.00	\$607.00
Total on Ontario Lands.....						\$0.00	\$0.00	\$607.00	\$607.00

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Webster Drive	1.68	0.68	Town of Tecumseh	\$0.00	\$0.00	\$603.00	\$603.00
Total on Municipal Lands.....				\$0.00	\$0.00	\$603.00	\$603.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-18615	7	Pt. Lot 13 RP12R8957 Pts. 1&20	2.90	1.17	Bensav Real Estate Inc.	\$0.00	\$0.00	\$735.00	\$735.00
550-18614	7	Pt. Lot 13 RP12R8957 Pts. 2&19	1.07	0.43	1871418 Ontario Inc.	\$0.00	\$0.00	\$229.00	\$229.00
550-18612	7	Pt. Lot 13 RP12R8957 Pts. 3&18	1.14	0.46	Bensav Real Estate Inc.	\$0.00	\$0.00	\$271.00	\$271.00
550-18605	7	Pt. Lot 13	2.47	1.00	Toromont Industries Ltd.	\$0.00	\$0.00	\$609.00	\$609.00
550-18602	7	Pt. Lot 13 RP12R8957 Pts. 8&13	3.00	1.21	Barnim Property Holdings Inc.	\$0.00	\$0.00	\$640.00	\$640.00
550-18600	7	Pt. Lot 13 RP12R2282 Pts. 2-7, Pts. 10&13	16.65	6.74	Husky Oil Ltd.	\$0.00	\$0.00	\$4,618.00	\$4,618.00
550-17900	7	Pt. Lot 13	5.05	2.04	R.J. Cyr. Co. Inc.	\$0.00	\$0.00	\$1,057.00	\$1,057.00
550-17800	7	S Pt. Lot 13	0.91	0.37	Laval Tool & Mould Ltd.	\$0.00	\$0.00	\$316.00	\$316.00
550-18000	7	Pt. Lots 12 & 13 RP 12R2282 Parts 8 9 11 12 14 and 15	1.11	0.45	679637 Ontario Ltd.	\$0.00	\$0.00	\$315.00	\$315.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$0.00	\$8,790.00	\$8,790.00
TOTAL ASSESSMENT						\$0.00	\$0.00	\$10,000.00	\$10,000.00

	(Acres)	(Ha.)
Total Area:	38.79	15.69

“SCHEDULE F”
DRAINAGE REPORT FOR THE
DEMONTÉ BRANCH DRAIN
TOWN OF TECUMSEH

SPECIAL PROVISIONS - GENERAL

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto is part of “Schedule F.” It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

2.0 DESCRIPTION OF WORK

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour, equipment and materials** to complete the following items:

OPEN DRAIN WORK

- Excavation and trucking of excavated materials works for the Demonté Branch Drain, as follows:
 - Excavation of the drain bottom only, as follows:
 - Station 0+000 to Station 0+184, totalling approximately 184 lineal metres of drain and approximately 65 m³ of material.
 - Trucking of all excavated, contaminated materials off-site, as follows:
 - At all properties totalling approximately 65 m³ of material.
 - Disposal of contaminated material off-site (approximately 130 tonnes).
- Excavation and trucking of excavated materials works for the 8th Concession Drain North including removal and reinstallation of chain fence for access, as follows:
 - Excavation of the drain bottom only, as follows:
 - Station 1+915A to Station 2+000A, totalling approximately 85 lineal metres of drain and approximately 25 m³ of material.
 - Trucking of all excavated, contaminated materials off-site, as follows:
 - At all properties totalling approximately 25 m³ of material.
 - Disposal of contaminated material off-site (approximately 50 tonnes).

- Cable concrete drain liner, as follows:
 - Station 0+017 to Station 0+039 and Station 0+070 to Station 0+084 - Supply and install 230 m² CC35 cable concrete mats with stainless steel anchors. Contractor designed drawings required, sealed by Ontario Professional Engineer.
- Private access bridge replacement works, as follows:
 - Bridge No. 1 - Station 0+010 (Roll No. 550-17800) – Removal and disposal of existing 13.6 m long 700 mm diameter CSP, existing end walls and backfill off-site that are not suitable for native backfill. Installation of a new 16.0 m long, 1150 x 820 mm corrugated steel pipe arch (CSPA). complete with clear stone bedding up to pipe springline with filter fabric overlay (approximately 30 tonnes), full Granular ‘A’ backfill from springline to underside of driveway surface material (approximately 80 m³) compacted providing a minimum 7.3 m (24 ft.) driveable top width, clean native surface layer beyond driveway (approximately 20 m³) and sloping stone end walls with filter fabric underlay (approximately 20 m²). All surplus native materials resulting from the culvert installation are to be trucked away to an approved dumping site at the Contractor’s expense.
 - Bridge No. 1 – Asphalt driveway restoration. Supply and install 80 mm HL3 layer (approx. 10 tonnes) in 2 equal lifts of 40 mm thickness, compacted.
 - Bridge No. 3 - Station 0+091 (Roll No. 550-17800) – Removal and disposal of existing 10.5 m long 700 mm diameter CSP, existing end walls and backfill off-site that are not suitable for native backfill. Installation of a new 12.5 m long, 1150 x 820 mm corrugated steel pipe arch (CSPA). complete with clear stone bedding up to pipe springline with filter fabric overlay (approximately 25 tonnes), full Granular ‘A’ backfill from springline to underside of driveway surface material (approximately 60 m³) compacted providing a minimum 6.1 m (20 ft.) driveable top width, clean native surface layer beyond driveway (approximately 20 m³) and sloping stone end walls with filter fabric underlay (approximately 20 m²). All surplus native materials resulting from the culvert installation are to be trucked away to an approved dumping site at the Contractor’s expense.
 - Bridge No. 3 – Asphalt driveway restoration. Supply and install 80 mm HL3 layer (approx. 10 tonnes) in 2 equal lifts of 40 mm thickness, compacted.

- Bridge No. 4 - Station 0+216 (Roll No. 550-17900) – Removal and disposal of existing 42.0 m long 600 mm diameter HDPE, existing end walls and backfill off-site that are not suitable for native backfill. Supply and installation of a new 65.0 m long, 1150 x 820 mm polymer laminated corrugated steel pipe arch (CSPA). complete with clear stone bedding up to pipe springline with filter fabric overlay (approximately 110 tonnes), full Granular ‘A’ backfill from springline to underside of driveway surface material (approximately 320 m³) compacted providing a minimum 30.0 m (98 ft.) driveable top width, clean native surface layer beyond driveway (approximately 20 m³) and sloping stone end walls with filter fabric underlay (approximately 15 m²). All surplus native materials resulting from the culvert installation are to be trucked away to an approved dumping site at the Contractor’s expense.
- Bridge No. 4 – Asphalt driveway restoration. Supply and install 80 mm HL3 layer (approx. 65 tonnes) in 2 equal lifts of 40 mm thickness, compacted.
- Private access bridge cleaning works, as follows:
 - Bridge No. 2-Roll No. 550-17800 – Clean existing 1150 x 820 mm CSPA (31 m long).
- Temporary Silt Control Measures During Construction
- Road bridge cleaning works, as follows:
 - Cleaning of existing 1520 mm x 1220 mm box culvert, 55 m long under King’s Highway No. 401. Work shall include disposal of materials off-site and all costs to obtain MTO permits.

3.0 ACCESS TO THE WORK

Access to the drain shall be from the private access road on Roll No 550-18000 and the gravel parking area on Roll No. 550-18600. The Contractor shall make his/her own arrangements for any additional access for his/her convenience. All road areas and grass lawn areas disturbed shall be restored to original conditions at the Contractor’s expense.

4.0 WORKING AREA

The Contractor shall restrict his equipment to the working corridors as specified in this Section. Any damage resulting from non-compliance with this Section, shall be borne by the Contractor. The working corridor shall be measured from the top of drain bank or centre of drain where applicable, and shall be as follows:

FROM	TO	WORKING CORRIDOR
0+000	0+184	<u>Demonte Branch Drain (Open Drain)</u> Existing private roadway on south side of drain (7.4 m wide)
0+184	0+249	<u>Demonte Branch Drain</u> 15.0 m wide (Centred over drain)
0+249	0+410	<u>Demonte Branch Drain (Closed Portion)</u> 15.0 m wide (Centred over drain)
1+915A	2+000A	<u>8th Concession Drain North (Open Drain)</u> Existing private parking/laneway (Roll No. 550-17800) on west side of drain (Note: Existing chain link fence to be removed during drain repair and reinstalled when completed. Construction of drainage works along 401 highway corridor will require an encroachment permit to be obtained by the Town of Tecumseh.

SPECIAL PROVISIONS – OPEN DRAIN

5.0 BRUSHING

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. 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 (see Section 4.0).

Except as specified herein, all brush and trees shall be stockpiled adjacent to the drain within the working corridors. Stockpiles shall not be less than 100 m apart and shall be a minimum of 2.0 m from the edge of the drain bank. All brush, timber, logs, stumps, large stones or other obstructions and deleterious materials that interfere with the construction of the drain, as encountered along the course of the drain are to be removed from the drain by the Contractor. Large stones and other similar material shall be disposed of by the Contractor off the site.

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. Brush and trees removed from the working area are to be put into piles by the Contractor, in locations where they can be safely burned, and 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 shall so advise the Contractor to haul away the unburned materials to an approved dump site. Prior to, and during the course of burning operations, the Contractor shall comply with the current guidelines prepared by the Air Quality Branch of the Ontario Ministry of Environment and shall ensure that the Environmental Protection Act is not violated.

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.

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.**

6.0 EXCAVATION OF DRAIN BOTTOM

In all cases, the Contractor shall use the benchmarks to establish the proposed grade. However, for convenience, the drawings provide the approximate depth from the surface of the ground and from the existing drain bottom to the proposed grades. **THE CONTRACTOR SHALL NOT EXCAVATE DEEPER THAN THE GRADELINES SHOWN ON THE DRAWINGS.** 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.

Seeding of the disturbed drain banks shall be completed immediately following drain construction and as specified in Section 17.

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.

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.

7.0 STONE EROSION PROTECTION (SEP)

The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials where specified. All stone to be used for erosion protection shall be 125 - 250 mm clear **quarried rock** or OPSS 1001 placed over a non-woven filter fabric Terrafix 270R or approved equivalent. **Concrete rip-rap will not be permitted.**

The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed.

8.0 EROSION PROTECTION – CABLE CONCRETE MATS

Erosion protection for the drain banks from Station 0+017 to Station 0+039 and Station 0+070 to Station 0+084 shall be constructed of cable concrete mats (IECS CC35 or approved equal), approximately 4.88 metres wide, as shown on the drawings and installed as per manufacturer's recommendations. The concrete mat shall be installed using stainless steel clamps. The concrete mats shall be installed with geotextile underlay. Contractor designed drawings are required to be sealed by an Ontario Professional Engineer.

9.0 CLEANING OF PRIVATE ACCESS CULVERTS AND ROAD BRIDGES

At the locations listed below, the Contractor shall clean the existing pipes or culverts to their full capacity and cross section or width. The operation may be carried out by mechanical means or by flushing. Any damage resulting from the Contractor's operation shall be rectified at his expense. All material removed from the pipes or culverts shall be transported to a landfill site arranged by the Contractor. The Contractor shall be solely responsible for acquiring all permits required for the work and dump site. The Contractor shall take precautions during the construction period to avoid re-sedimentation of the pipes and culverts. Any sediment deposited as a result of construction activities shall be removed at the Contractor's expense.

- Bridge No. 2 – Station 0+055, 31 m long, 1150 x 820 mm corrugated steel pipe arch (CSPA) culvert.
- King's Highway No. 401 – 55 m long, 1520 mm span x 1220 mm rise concrete box culvert.

10.0 ACCESS BRIDGE WORK

10.1 Location of New Access Bridges

The new culvert shall be installed as shown on the drawings attached hereto. The centerline of the new culvert shall be located to align itself with the existing laneway.

10.2 Removal of Existing Culverts

The Contractor shall exercise caution when removing these materials as to minimize damage to the drain banks. Any damage to the drain shall be restored to original conditions at the expense of the Contractor. The removed materials (existing culvert debris and end wall materials) shall be hauled away off-site.

10.3 Drainage Pipe Materials

Materials shall be as follows:

Culvert Pipe

Bridge No. 1 – Station 0+010: New 16.0 m long, 1150 x 820 mm aluminized Type II corrugated steel pipe arch (CSPA) wall thickness of 2.0 mm and 68 mm x 13 mm corrugations with rerolled ends.

Bridge No. 3 – Station 0+091: New 12.5 m long, 1150 x 820 mm aluminized Type II corrugated steel pipe arch (CSPA) wall thickness of 2.0 mm and 68 mm x 13 mm corrugations with rerolled ends.

Bridge No. 4 – Station 0+205: New 65 m long, 1150 x 820 mm polymer laminated corrugated steel pipe (CSP), wall thickness of 2.0 mm and 68 mm x 13 mm corrugations with rerolled ends. New culverts shall be joined with annular aluminized corrugated wide bolt and angle couplers (minimum of 8 corrugation overlap and 2.8 mm wall thickness) and no single

pipe less than 6.0 m in length. All pipes connected with couplers shall abut to each other with no more than a 25 mm gap between pipes prior to installation of the coupler and wrapped with filter fabric.

*Pipe Bedding Below 20-25 mm clear stone conforming to OPSS Division 10.
Pipe to Pipe Culvert
Springline*

*Backfill Above Pipe Granular 'A' made from crushed limestone conforming to OPSS
Springline up to Division 10.
Bottom of Driveway
Surface Materials*

*Asphalt Driveway 80 mm thickness HL3 hot mix asphalt surface (two 40 mm lifts)
Surface*

*Erosion Stone All stone to be used for erosion protection shall be 125 - 250
mm clear quarried rock or OPSS 1004, minimum 300 mm
thickness.*

*Buffer Strips Dry native material free of topsoil, organic matter, broken
concrete, steel, wood and deleterious substances.*

*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.*

11.0 ACCESS BRIDGE WORK – FUTURE REPLACEMENT

11.1 Location of New Bridges

The future replacement of Bridge No. 2 shall be constructed in accordance with the specifications and drawings attached hereto. The centerline of the new culvert shall be located to align itself with the existing laneway in each case.

11.2 Removal of Existing Culverts

The Contractor shall exercise caution when removing these materials as to minimize damage to the drain banks. Any damage to the drain shall be restored to original conditions at the expense of the Contractor. The removed materials (existing culvert debris and end wall materials) shall be hauled away off-site.

11.3 Materials for New Bridges

Materials shall be as follows:

<i>Culvert Pipe</i>	Bridge No. 2 – Station 0+055: New 35 m long, 1150 x 820 mm aluminized Type II corrugated steel pipe (CSP), wall thickness of 2.0 mm and 68 mm x 13 mm corrugations with rerolled ends. <i>Note:</i> New CSP culverts shall be joined with annular aluminized corrugated wide bolt and angle couplers (minimum of 8 corrugation overlap and 2.8 mm wall thickness) and no single pipe less than 6.0 m in length. All pipes connected with couplers shall abut to each other with no more than a 25 mm gap between pipes prior to installation of the coupler and wrapped with filter fabric.
<i>Pipe Bedding Below Pipe to Pipe Culvert Springline</i>	20-25 mm clear stone conforming to OPSS Division 10.
<i>Backfill Above Pipe Springline up to Bottom of Driveway Surface Materials</i>	Granular 'A' made from crushed limestone conforming to OPSS Division 10.
<i>Driveway Surface</i>	80 mm HL3 Surface Asphalt (two 40 mm lifts)
<i>Erosion Stone</i>	All stone to be used for erosion protection shall be 125 - 250 mm clear quarried rock or OPSS.Muni 1004, minimum 300 mm thickness.
<i>Buffer Strips</i>	Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances.
<i>Filter Fabric</i>	"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.

11.4 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; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density.

11.5 Sloping Stone End Walls

End walls shall be constructed of quarry stone rip-rap, as specified herein. Each end wall shall extend from the invert of the new culvert to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain and wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

11.6 Native Materials

Native materials suitable for use as backfill, as defined under Section 10.3, shall be salvaged from the existing bridge site, as required to complete the work as shown on the drawings, **(Native Backfill Zone only)**. Where there is an insufficient amount of native fill materials for backfilling the culvert, the Contractor may elect to import additional dry native materials or alternatively use Granular 'B' at his/her own expense.

11.7 Lateral Tile Drains

Should the Contractor encounter any lateral tiles within the proposed culvert limits not shown on 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.

Plastic drain pipe shall be held in position on planned grade immediately after installation by careful placement of backfill material.

11.8 Asphalt Driveway Restoration

Asphalt driveways shall be constructed as follows:

- 80 mm HL3 Surface Asphalt (two 40 mm lifts)

Asphalt lifts shall be compacted to 98% of the Maximum Standard Marshall Density for hot mix asphalt.

11.9 Site Cleanup and Restoration

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered.

Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

SPECIAL PROVISIONS – TILE DRAIN

11.0 DRAINAGE PIPE CONSTRUCTION

11.1 Setting Out

The Engineer shall provide the Contractor in writing with benchmarks and points of reference. From these benchmarks and points of reference, the contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centerline stakes, grade stakes, offsets, and sight rails.

If, during the setting out, the contractor finds an error in the benchmarks or points of reference provided by the Engineer or is uncertain as to the interpretation of the information provided or the work intended, he shall notify the Engineer immediately for additional verification or clarification before proceeding with construction.

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the work.

The Contractor shall be responsible to ensure that the alignment selected results in a minimum depth of cover of 300 mm over the top of the drainage pipe to be installed.

If, at any time during the progress of the works, an error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer.

11.2 Alignment and Removal of Existing 600 mm diameter HDPE pipe (Bridge No. 4)

Prior to commencing the work, the Contractor is to locate the course of the existing tile and mark it in the field at 30 m intervals before establishing the alignment for the proposed work.

The drainage pipe shall be laid on the alignment as shown on the drawings. The Contractor shall remove the existing 600 mm diameter HDPE pipe as the work progresses upstream.

After the existing tile drain has been removed it shall be disposed of off-site at an approved disposal location.

11.3 Profile

The drainage pipe shall be laid so that its invert shall be at the gradeline shown on the profile, which gradeline is governed by the benchmarks. The profile shows, for the convenience of the Contractors and others, the approximate depth of cut from the surface of the ground at 50 metre intervals, to the final invert of the drainage pipe in metres and decimals of a metre. Benchmarks, which have been established along the course of the drain, shall govern the final elevation of the drain. The locations and elevations of the benchmarks are shown on the General Details.

A variation in grade may be tolerated where the actual capacity of the drain exceeds the required capacity. The as-constructed invert of the drainage pipe shall not deviate from the specified gradeline more than 10% of the internal diameter of the drainage pipe. These deviations are allowable, provided they are gradual over a distance of not less than 10 m. No reverse grade shall be allowed.

11.4 Obstructions

All brush, timber, logs, stumps, stones or other obstructions that interfere with the construction of the drain, encountered 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 material are to be piled near the limit of the working corridor and the disposal of this material will be the responsibility of the Contractor.

11.5 Drainage Pipe Materials

11.5.1 Concrete Pipe

<i>Tile Drain</i>	New 900 mm (24") diameter reinforced concrete pipe 100-D
<i>(Sta. 0+249 to Sta. 0+410)</i>	according to A257.2 standards.

<i>Pipe Bedding</i>	Cut trench bottom to conform to shape of pipe otherwise
<i>Under Entire Pipe</i>	Granular 'A' conforming to OPSS Division 10.

<i>Backfill</i>	Granular 'A' conforming to OPSS Division 10.
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11.6 Excavating the Trench

Construction of the trench shall normally start at the outlet and proceed upstream and be by excavator. The trench walls may be cut vertically to a height of 1 metre from the trench bottom. Beyond 1 metre of the trench bottom the walls are to be cut to 1:1 side slopes.

Minimum width of trench, measured at the top of the drainage pipe, shall be equal to the outside diameter of the drainage pipe plus approximately half of the outside pipe diameter on both sides of the pipe, to permit proper granular material bedding placement around the drainage pipe.

The bottom of the trench shall be cut to a minimum of 150 mm below the gradeline to allow for the clearstone bedding materials.

Any additional excavated material not required for backfilling purposes shall be disposed of off-site.

The topsoil is to be separated from the subsoil and during the backfilling operation it shall be replaced as the top layer.

11.7 Laying Drainage Pipe

The Contractor shall supply and install clearstone material for bedding, placed to a depth of 150 mm below the design invert of the pipe and shaped to receive the pipe. After pipe placement, Granular 'B' backfill shall be placed and compacted to the springline of the pipe throughout its entire length.

Laying of the drainage pipe shall normally begin at the lower end of the drain and progress upstream.

All soil or debris in the drainage pipe shall be removed before installation.

All drainage pipes shall be free from clinging wet or frozen material that would hinder the laying of the drainage pipe on grade.

Before work is suspended for the day, all drainage pipe laid in trenches shall be blinded and any open ends closed.

Care must be taken in handling plastic drain pipe in cold weather to avoid causing damage.

Plastic drain pipe shall be held in position on planned grade immediately after installation by careful placement of backfill material.

11.8 Connections

Existing lateral drainage pipe encountered during the removal of the existing Demonte Branch Drain tile shall be connected to the new drainage pipe with prefabricated PVC tees.

Existing drains shall be inspected by the Drainage Superintendent and if found to be in working order, they shall be connected to the new system. Drains containing very little sediment shall be directly connected and drains containing substantial quantities of sediment shall be indirectly connected through filter material.

Drains carrying sewage or farmstead wastes shall not be connected to the drainage system.

Plastic tubing connections to rigid drainage pipe shall be made with manufactured plastic adapters.

Directional changes in plastic tubing may be made without the use of fittings provided that the centre line radius of the bend is not less than five times the tubing diameter.

Manufactured "T", "Y", or elbow fittings shall be used for connections at the junction of two drains.

All connections shall be carried out by the Contractor as part of his work. The cost of connections shall be an expense of the drain.

The Contractor shall plug the existing tile in the wall of the trench, on the opposite side on which the connection is made, if the tile extends across the trench. The Contractor shall provide a list each day, showing the number, stations and location of connections which shall be confirmed and verified daily by the Drainage Superintendent in charge of the work. The work shall be carried out to the satisfaction of the Drainage Superintendent.

11.9 Backfilling

After the Drainage Superintendent has inspected the laying of the drainage pipe, granular material compacted to 98% Standard Proctor Density shall be used as backfill material.

Large stones, roots, broken pipe and other material likely to impede or damage field equipment shall be removed from the backfill and disposed of by the Contractor.

To avoid the danger of damaging the drainage pipe, large stones and lumps of frozen earth may not be placed in the trench during the backfill operation.

Where plastic tubing is not blinded in a separate operation, a backfilling method shall be used that permits backfill material to roll into the trench and provide uniform soil placement around tubing, immediately after installation.

Except at laneways and road crossings, granular backfill material shall be compacted to 98% Standard Proctor Density.

12.0 STORM SEWER PIPE DRAIN

OPSS Form 410 shall apply and govern except as extended or amended herein. The size, type and class of sewer pipe shall meet CSA A257.2 standards. For reinforced concrete storm sewers, the bedding shall be Class 'B' as per OPSD 802.03 using approved Granular 'A' materials. The bedding shall be recessed to receive the hubs of the bell and spigot ends in order to allow the barrel of the pipe to be uniformly supported on compacted Granular 'A' bedding material for its entire length.

If the sewer pipe is situated within a traveled driveway or roadway the entire width and depth of the trench shall be backfilled with Granular 'A' material and compacted to 100% standard proctor density. Where the sewer is situated beyond the limits of the roadway, defined as the distance to 1.5 metres from the back of new roadway curb, the remaining excavation above the bedding shall be backfilled with select native material and mechanically compacted to 95% standard proctor density.

The Contractor shall install the pipe using rubber gasket joints and shall be joined in accordance with the manufacturer's instructions using approved gaskets and lubricating materials.

13.0 PRECAST CONCRETE MAINTENANCE HOLES (MH)

OPSS Form 407 and OPSD 701 shall apply and govern except as extended or amended herein. The Contractor shall supply and install precast concrete maintenance holes complete with frames, covers, safety platforms, ladder rungs, adjustment rings. Maintenance holes shall be placed on 300 mm compacted granular 'A' material and shall be backfilled around with approved granular materials in maximum 300 mm lifts to 98% standard proctor density. Where maintenance holes are located under roadways, backfill shall be non-shrink fill materials (Portland cement stabilized granular backfill as per OPSD standards). All maintenance holes shall come equipped with a minimum 600 mm deep sump.

14.0 STONE EROSION PROTECTION (SEP)

The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials where specified. All stone to be used for erosion protection shall be 125 - 250 mm clear **quarried rock** or OPSS 1001 placed over a non-woven filter fabric Terrafix 270R or approved equivalent. **Concrete rip-rap will not be permitted.**

The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed.

GENERAL SPECIFICATIONS

1.0 AGREEMENT AND GENERAL CONDITIONS

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

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his/her tender.

3.0 MAINTENANCE PERIOD

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer.

Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

4.0 GENERAL CO-ORDINATION

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

5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage. All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

6.0 CONTRACTOR'S LIABILITY

The Contractor, his/her agents and all workmen or persons under his/her control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

7.0 PROPERTY BARS AND SURVEY MONUMENTS

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

8.0 MAINTENANCE OF FLOW

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

9.0 ONTARIO PROVINCIAL STANDARDS

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

10.0 APPROVALS, PERMITS AND NOTICES

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

11.0 SUBLETTING

The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

12.0 TIME OF COMPLETION

The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work in a timely manner.

13.0 TRAFFIC CONTROL

The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue," under the "Title," enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key," once open look for the "Attachment," click the pdf file. Users require Adobe Acrobat to view all pdf files.

Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.

14.0 SITE CLEANUP AND RESTORATION

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

15.0 UTILITY RELOCATION WORKS

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

16.0 FINAL INSPECTION

All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent.

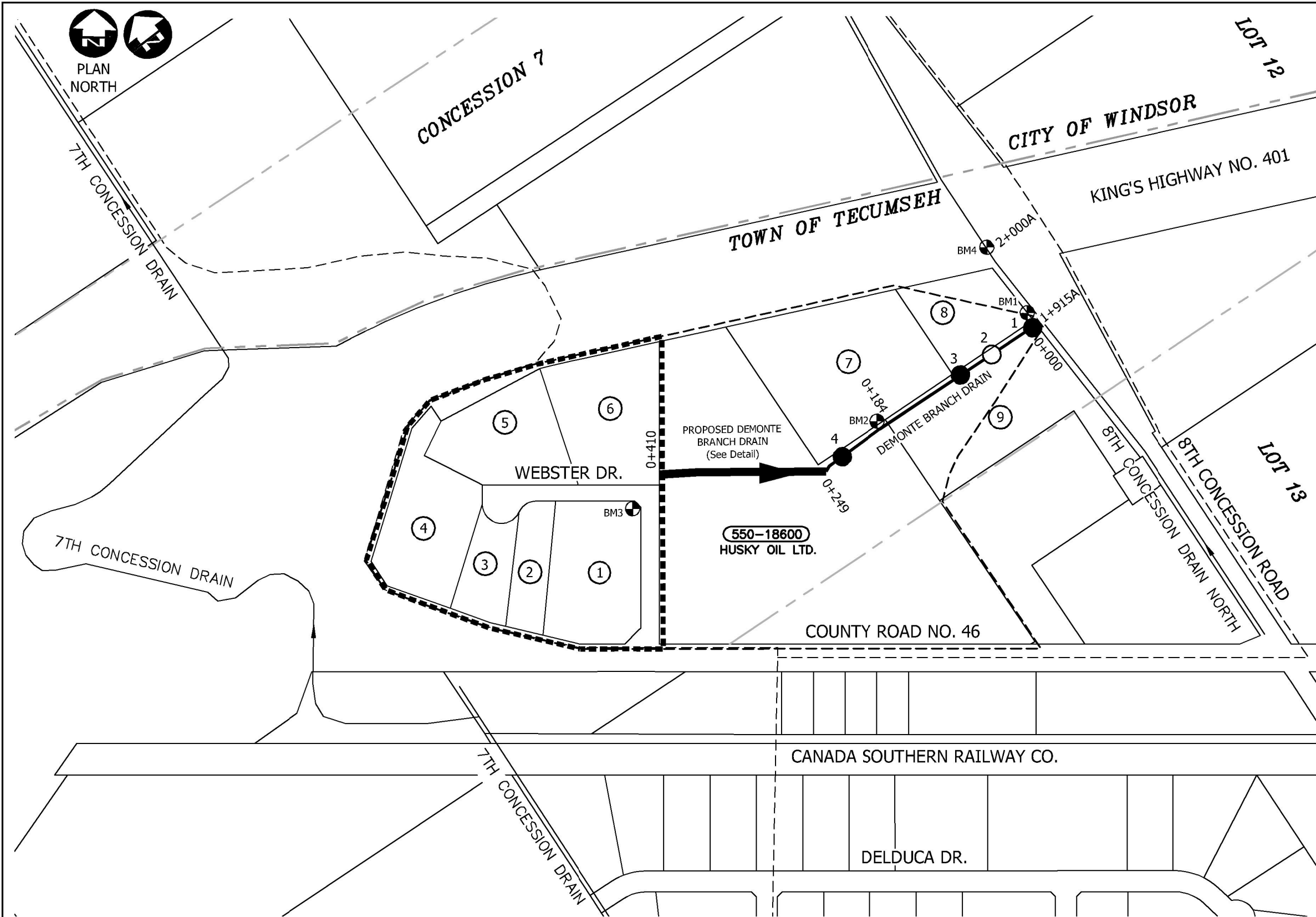
Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

17.0 FISHERIES CONCERNS

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.

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PARCEL OWNERSHIP		
NO.	ROLL NO.	OWNER
1	550-18615	BENSAV REAL ESTATE INC.
2	550-18614	1871418 ONTARIO INC.
3	550-18612	BENSAV REAL ESTATE INC.
4	550-18610	MINISTRY OF TRANSPORTATION
5	550-02601	TOROMONT INDUSTRIES LTD.
6	550-18602	BARNIM PROPERTY HOLDINGS INC.
7	550-17900	R.J. CYR CO INC.
8	550-17800	LAVAL TOOL & MOULD LTD
9	550-18000	679637 ONTARIO LTD.

SITE BENCHMARKS	
BM1- TOP OF FIRE HYDRANT ON WEST SIDE OF 8TH CONCESSION DRAIN NORTH AT STATION 0+004.	ELEVATION=189.90m
BM2- TOP OF FIRE HYDRANT AT END OF OPEN PORTION OF EX. DEMONTE BRANCH DRAIN ON EAST SIDE OF DRIVEWAY TO R.J. CYR CO. STATION 0+189.	ELEVATION=190.39m
BM3- TOP OF FIRE HYDRANT ON SOUTHWEST SIDE OF BEND IN WEBSTER DRIVE.	ELEVATION=190.73m
BM4- TOP OF SOUTH END OF CONCRETE BOX CULVERT UNDER KING'S HWY. NO. 401 STATION 2+000 OF THE 8TH CONCESSION DRAIN NORTH.	ELEVATION=189.58m

NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION.

LEGEND	
-----	AREA REQUIRING DRAINAGE
-----	SURROUNDING DRAINS SUBWATERSHEDS
→	DEMONTE BRANCH DRAIN
→	OTHER DRAINS
●	BRIDGE REPLACEMENT
○	EXISTING BRIDGE
⊙	BENCHMARK



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

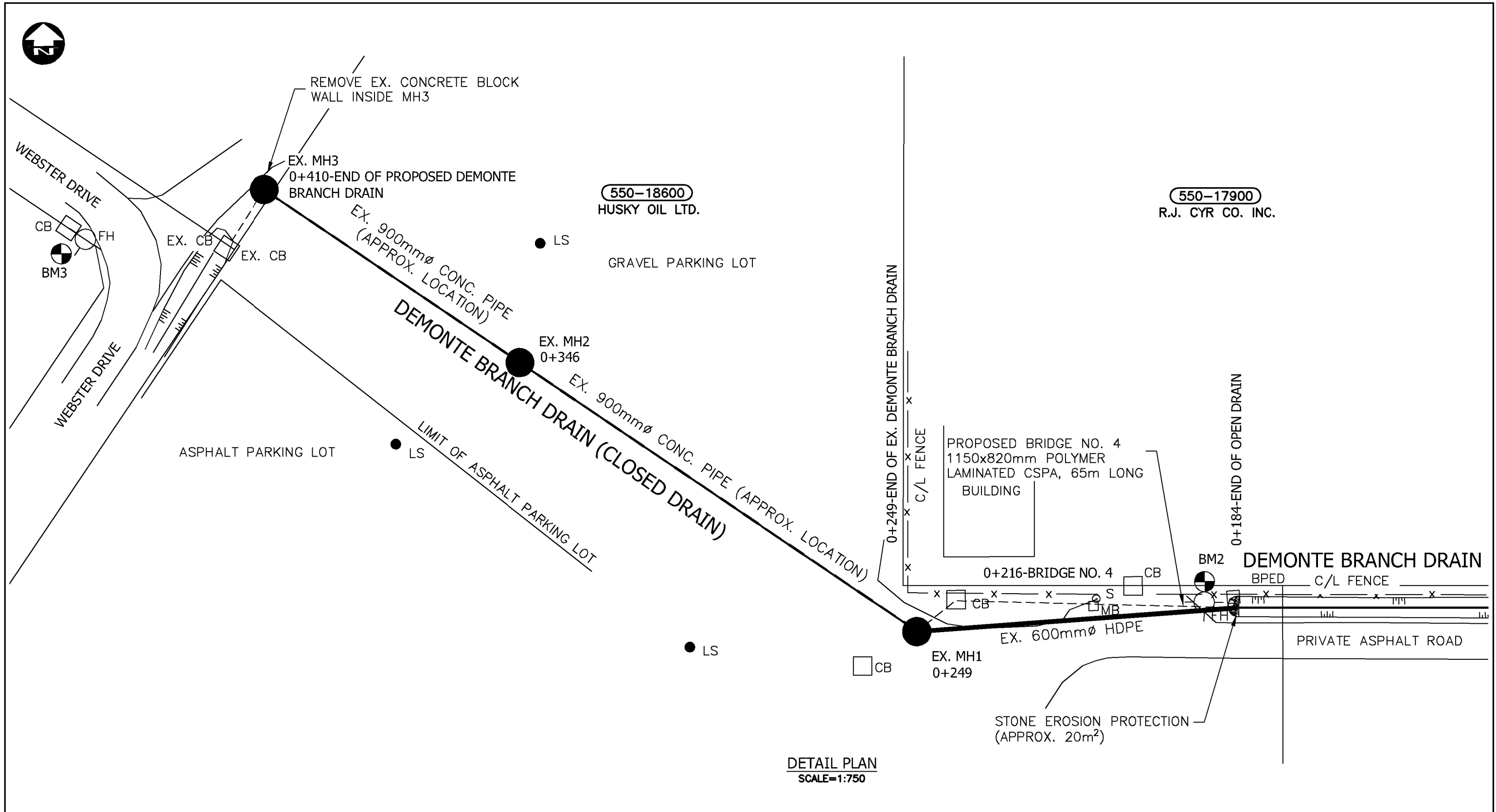
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3	ERCA REVIEW		JULY 22/22	MDH
2	PUBLIC INFORMATION CENTRE REVIEW		FEB. 18/22	MDH
1	CLIENT REVIEW		OCT. 21/21	MDH

DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
DATE	August 5, 2022		
SCALE	AS SHOWN		

PROJECT NO.	17-5617
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'	
Drainage Report for the	
DEMONTE BRANCH DRAIN	
Town of Tecumseh	
SHEET TITLE	WATERSHED PLAN
PAGE NO.	1 of 5

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DETAIL PLAN
SCALE=1:750



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4	FINAL REPORT SUBMISSION	AUG. 5/22	MDH		
3	ERCA REVIEW	JULY 22/22	MDH		
2	PUBLIC INFORMATION CENTRE REVIEW	FEB. 18/22	MDH		
1	CLIENT REVIEW	OCT. 21/21	MDH		
No.	ISSUED FOR 331		DATE	BY	

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DATE	August 5, 2022		
SCALE	AS SHOWN		

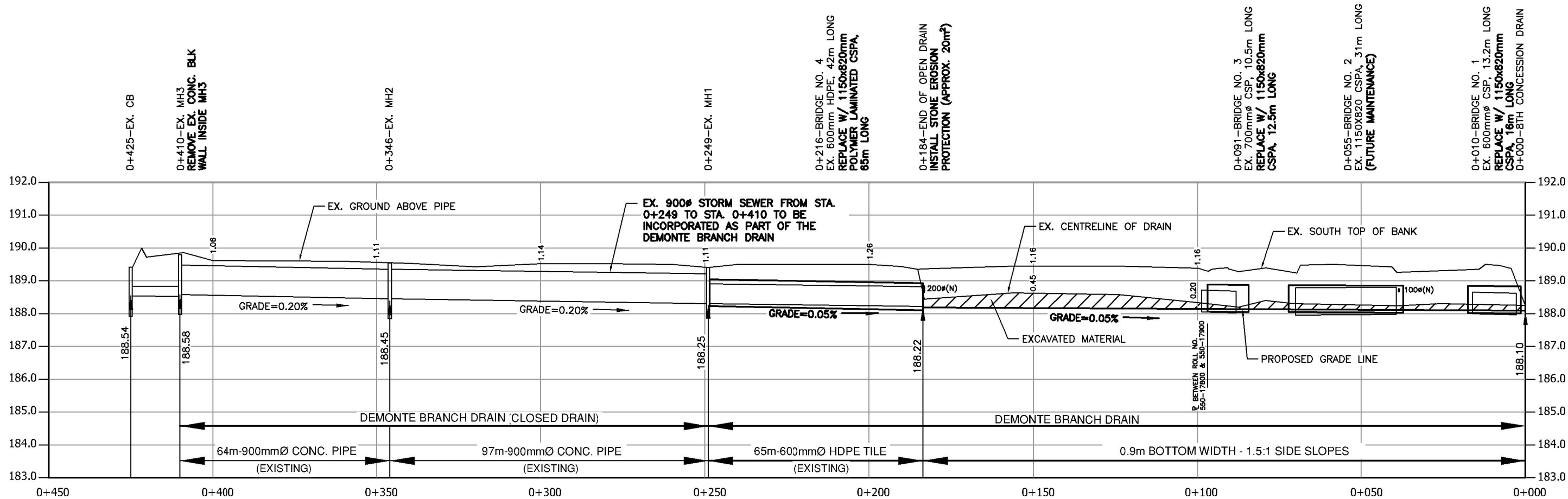


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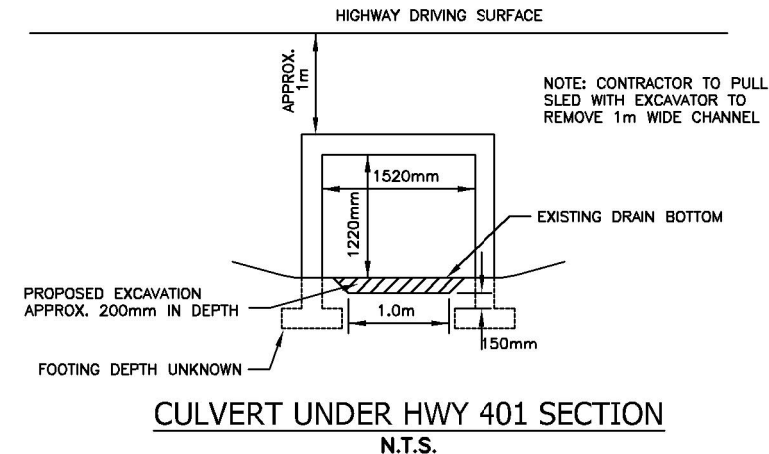
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DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'	
Drainage Report for the	
DEMONTE BRANCH DRAIN	
Town of Tecumseh	
SHEET TITLE	DETAIL PLAN
PAGE NO.	2 of 5

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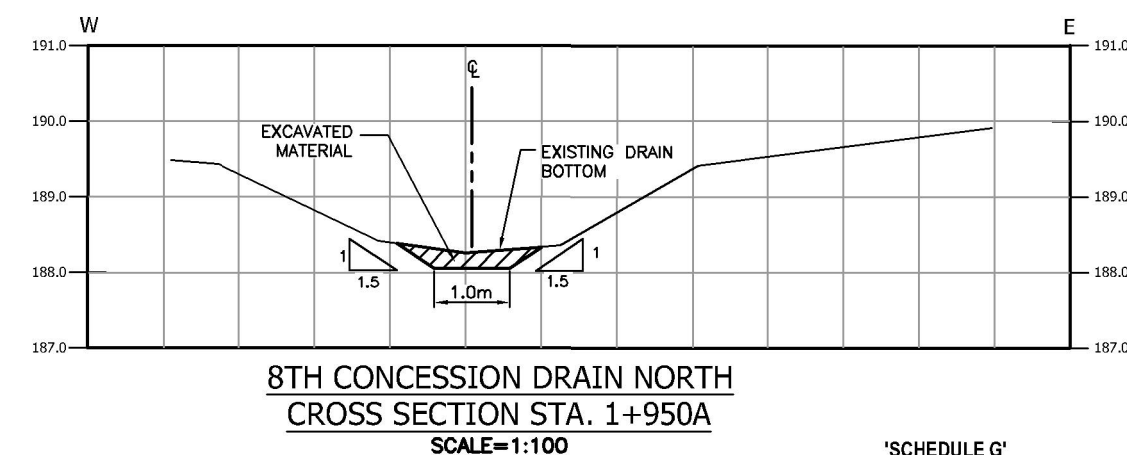
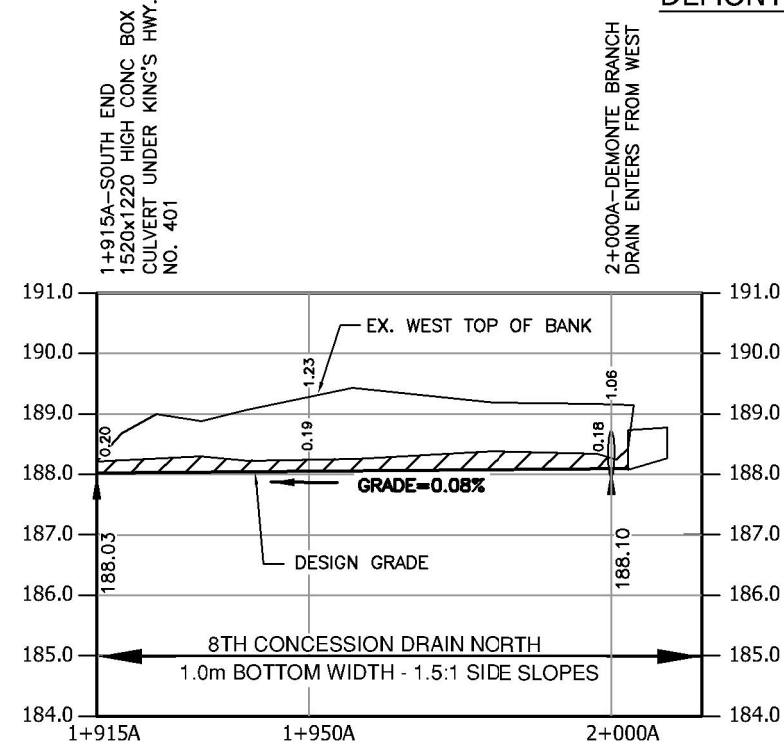


DEMONTÉ BRANCH DRAIN PROFILE
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VERT. =1:100

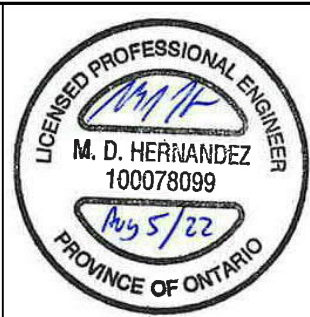


CULVERT UNDER HWY 401 SECTION
N.T.S.

8TH CONCESSION DRAIN
NORTH PROFILE
SCALE-HORIZ.=1:1250
VERT. =1:100



8TH CONCESSION DRAIN NORTH
CROSS SECTION STA. 1+950A
SCALE=1:100



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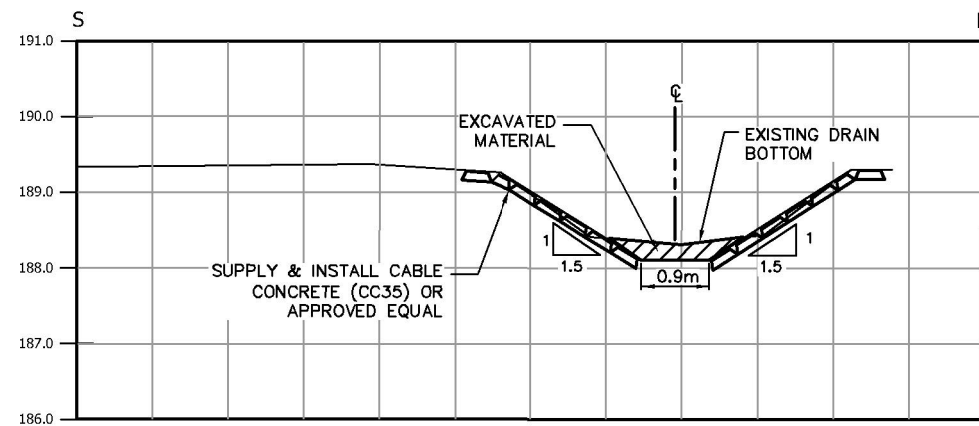
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2	PUBLIC INFORMATION CENTRE REVIEW	FEB. 18/22	MDH	
1	CLIENT REVIEW	OCT. 21/21	MDH	

DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
DATE	August 5, 2022		
SCALE	AS SHOWN		

PROJECT NO.	17-5617
DRAWING SCALES BASED ON A 11" X 17" SHEET	

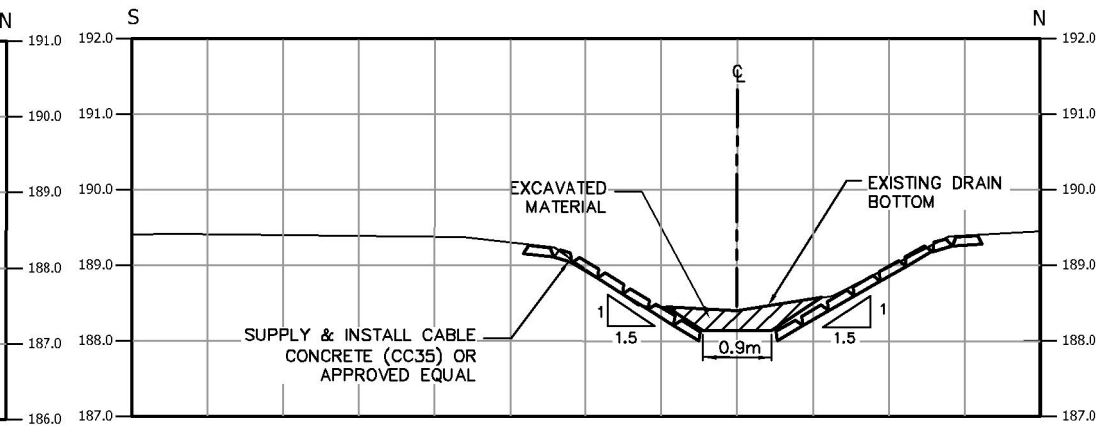
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Drainage Report for the DEMONTÉ BRANCH DRAIN EXTENSION Town of Tecumseh	
SHEET TITLE	PROFILE
PAGE NO.	3 of 5

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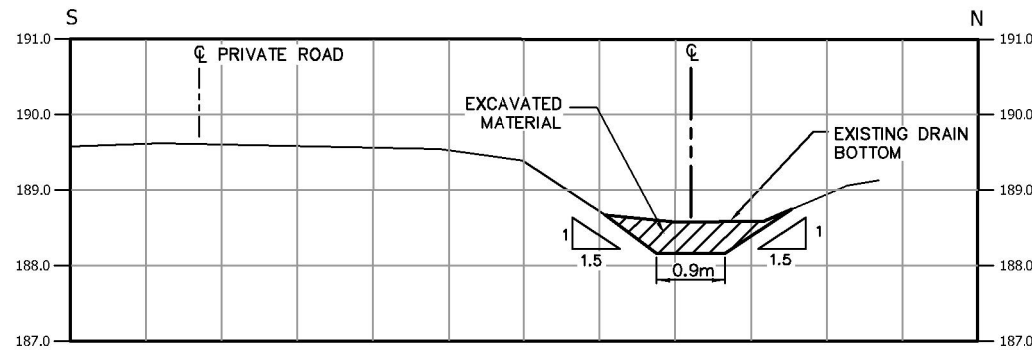


CROSS SECTION STA. 0+025
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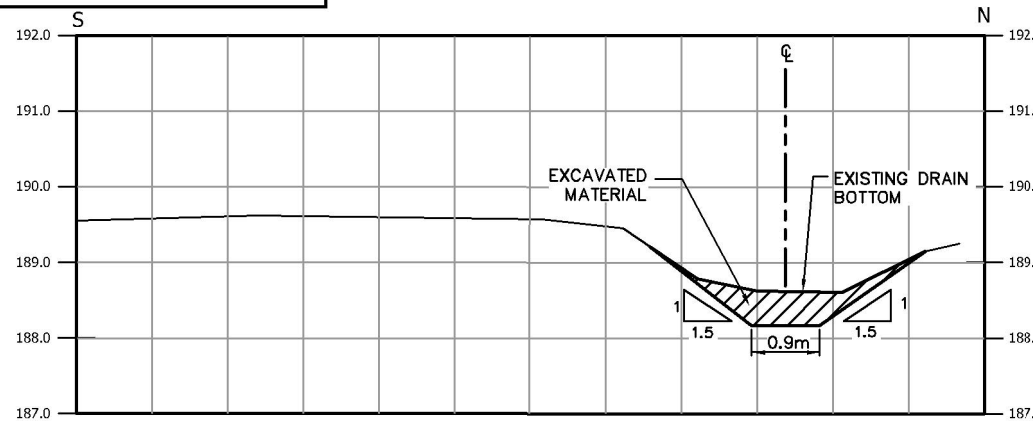
NOTE: CABLE CONCRETE TO BE DESIGNED BY CONTRACTOR. DRAWINGS TO BE SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE PROVINCE OF ONTARIO.



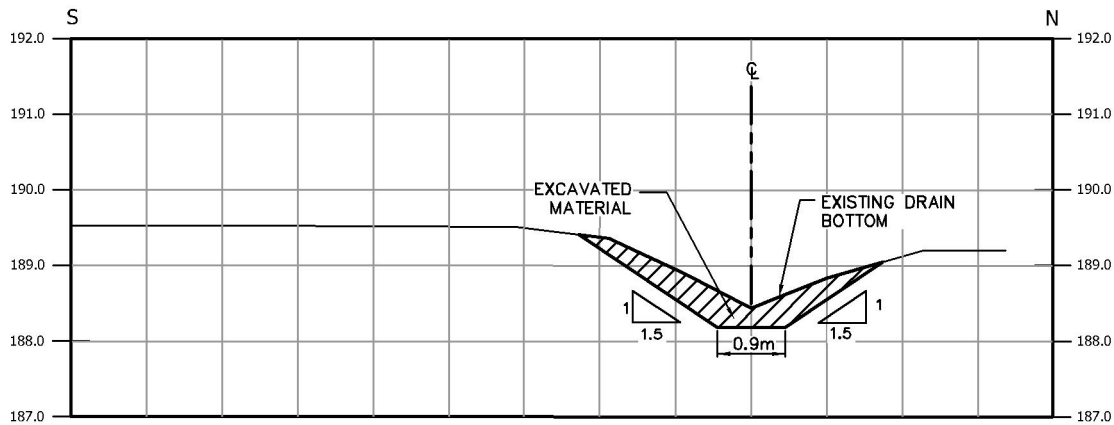
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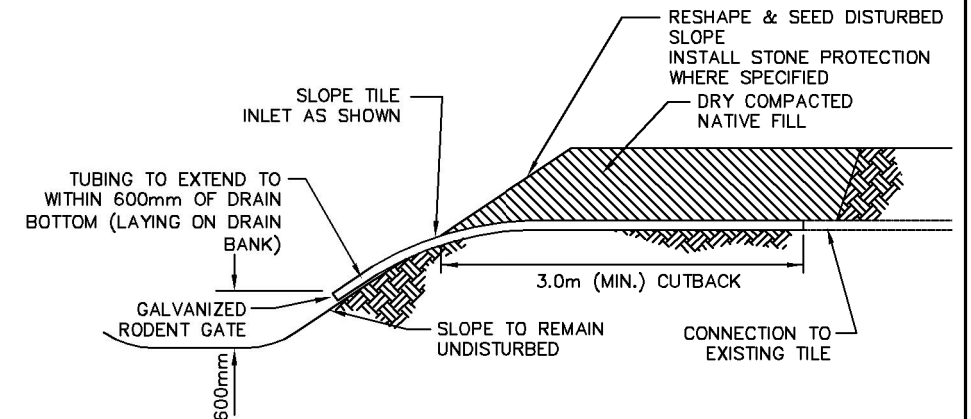
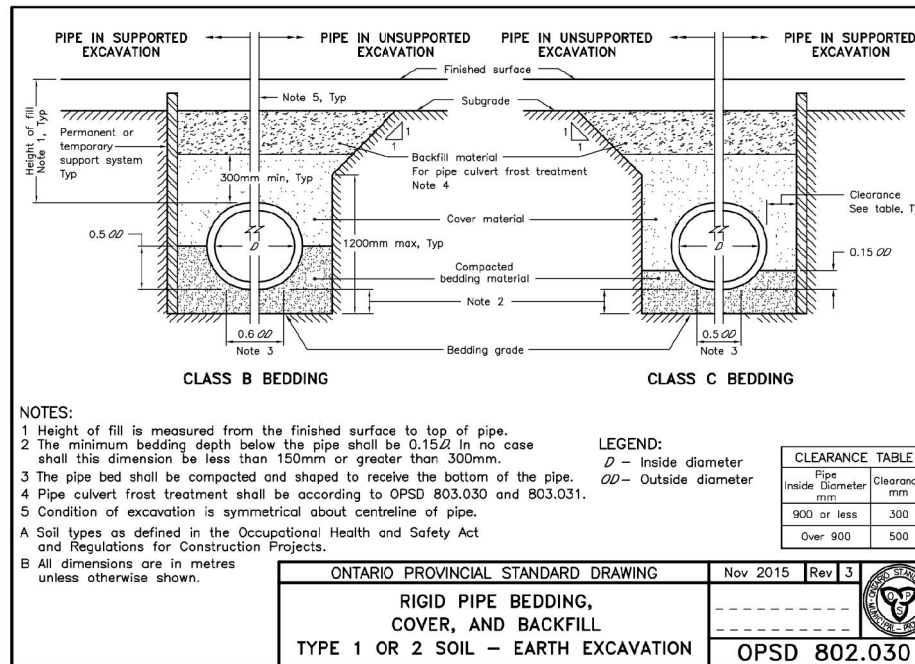
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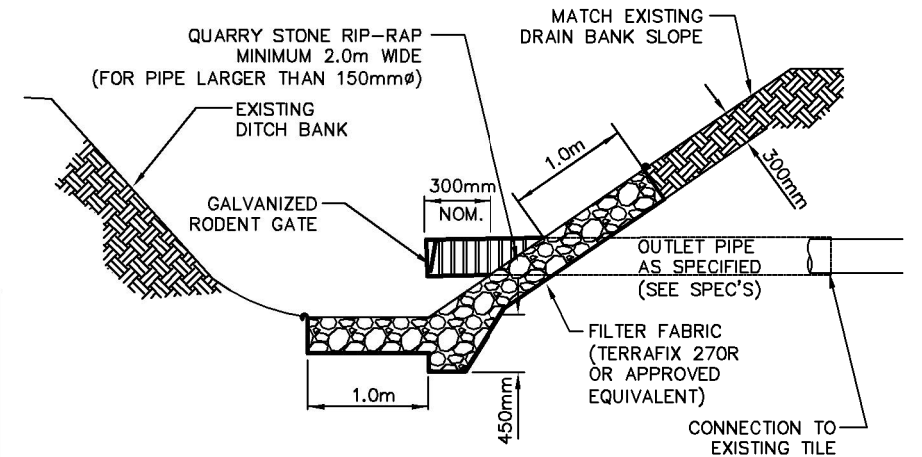
CROSS SECTION STA. 0+155
SCALE=1:100



CROSS SECTION STA. 0+183
SCALE=1:100



TYPICAL DRAINAGE TUBING TILE
INLET REPLACEMENT DETAIL
(FOR TILES 150mmØ OR SMALLER)
NOT TO SCALE



TYPICAL CSP TILE INLET
REPLACEMENT DETAIL
NOT TO SCALE



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4	FINAL REPORT SUBMISSION	AUG. 5/22	MDH
3	ERCA REVIEW	JULY 22/22	MDH
2	PUBLIC INFORMATION CENTRE REVIEW	FEB. 18/22	MDH
1	CLIENT REVIEW	OCT. 21/21	MDH

DESIGN	REVIEWED BY
MDH	CDP
DRAWN	CHECKED BY
WLB	TRO
DATE	August 5, 2022
SCALE	AS SHOWN

PROJECT NO.	17-5617
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'	
Drainage Report for the	
DEMONTÉ BRANCH DRAIN	
Town of Tecumseh	
SHEET TITLE	CROSS SECTIONS & DETAILS
PAGE NO.	4 of 5

Aug 08, 2022 - 2:52pm C:\pwworking\directory\projects to 2017\33ip\40501433\175617-03-DRN-CON (Aug 5 2022).dwg

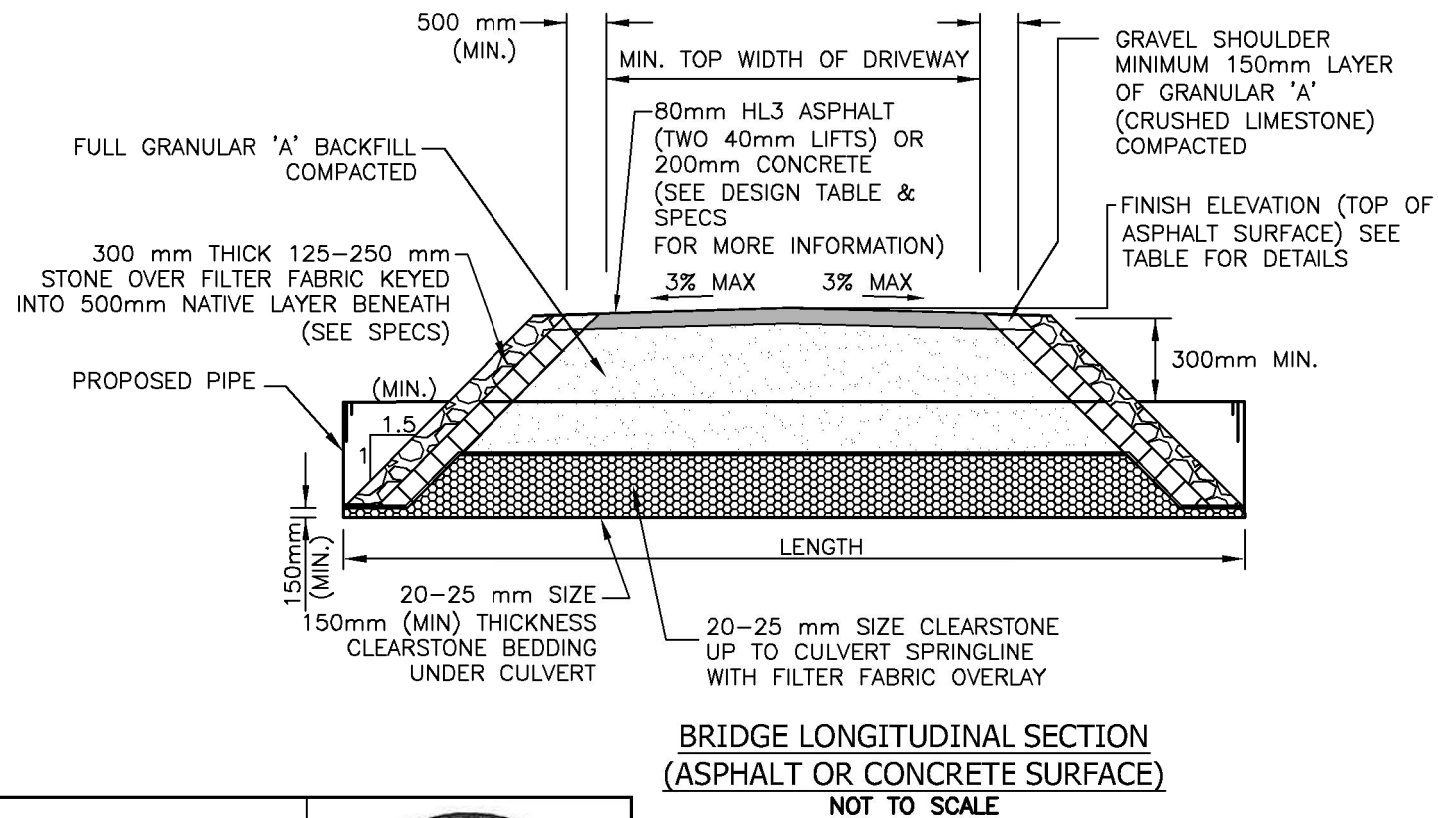
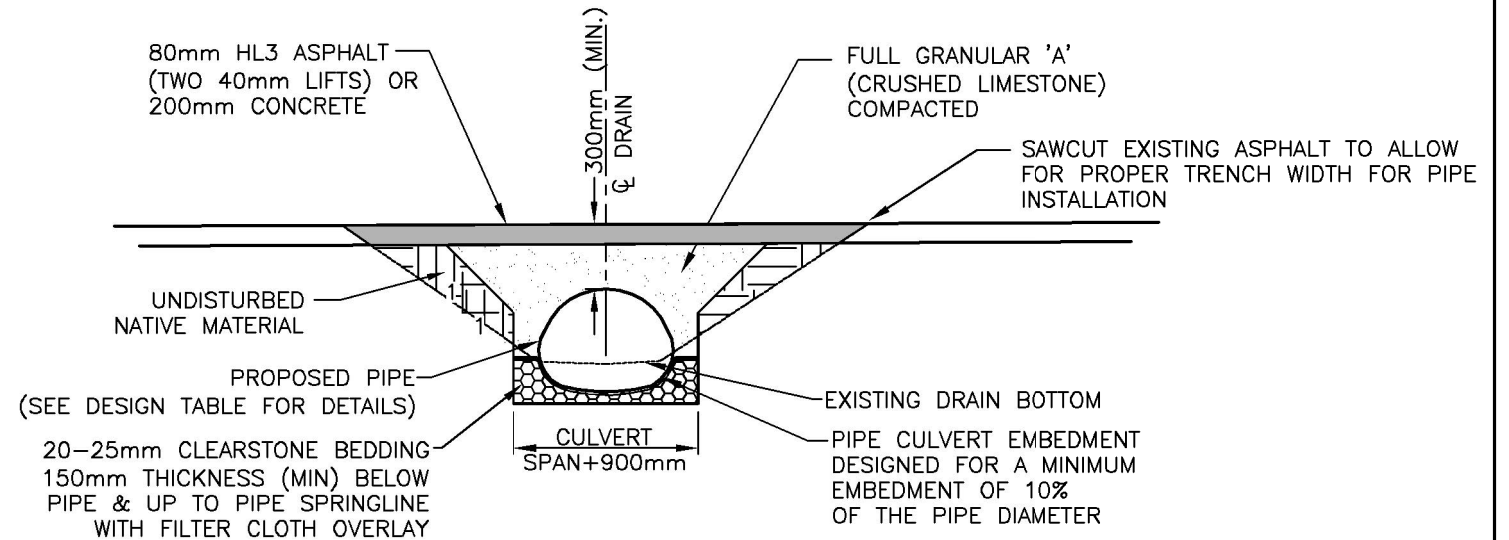
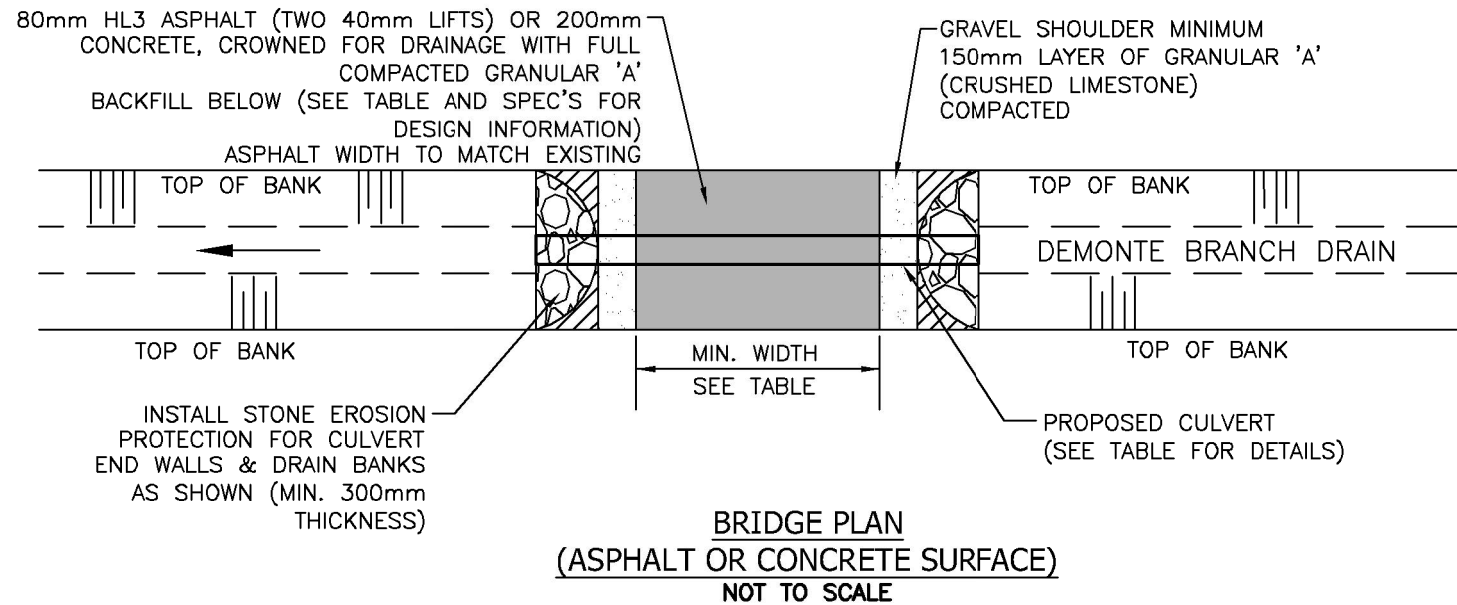


TABLE 1 – ACCESS BRIDGE DESIGN INFORMATION

DESCRIPTION	BRIDGE No. 1	BRIDGE No. 2 (FUTURE)	BRIDGE No. 3	BRIDGE No. 4
BRIDGE LOCATION (STA.)	0+010	0+055	0+091	0+216
PIPE INVERT ELEV. U/S SIDE(m)	188.03	188.06	188.07	188.17
PIPE INVERT ELEV. D/S SIDE(m)	188.01	188.02	188.05	188.14
TOP OF ϕ DRIVEWAY SURFACE ELEV. (m)	189.47	189.50	189.38	189.50
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	188.10	188.12	188.14	188.24
MIN. TOP WIDTH OF DRIVEWAY (m)	7.3	28.0	6.1	30
MIN. CULVERT GRADE (%)	0.10%	0.10%	0.10%	0.05%
CULVERT TYPE	CSPA	CSPA	CSPA	CSPA
CULVERT MATERIAL	ALUM.	ALUM.	ALUM.	POLYMER LAM.
CULVERT LENGTH (m)	16.0	35.0	12.5	65.0
CULVERT THICKNESS (mm)	2.0	2.0	2.0	2.0
CULVERT CORRUGATIONS (mm)	68x13	68x13	68x13	68x13
PIPE SIZE (mm)	1150x820	1150x820	1150x820	1150x820
CULVERT ENDWALL TYPE	SLOPING	SLOPING	SLOPING	SLOPING



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	ISSUED FOR	334	DATE	BY
4	FINAL REPORT SUBMISSION	AUG. 5/22	MDH	
3	ERCA REVIEW	JULY 22/22	MDH	
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DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
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SCALE	AS SHOWN		

PROJECT NO.	17-5617
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'

Drainage Report for the

DEMONTÉ BRANCH DRAIN

Town of Tecumseh

SHEET TITLE BRIDGE DETAILS

PAGE NO. 5 of 5

The Corporation of the Town of Tecumseh

By-Law Number 2023-023

Being a by-law to amend By-Law No. 2003-91, being a by-law to provide for the regulation, restriction and prohibition of the keeping and running-at-large of dogs in the Town of Tecumseh.

Whereas Sections (11) (1) 9,103 and 105 of the *Municipal Act 2001, S.O. c.25* provides that by-laws may be passed by councils of municipalities for prohibiting or regulating the keeping of animals;

And whereas the Council of The Corporation of the Town of Tecumseh adopted By-Law No. 2003-91 (the Dog Control By-Law) on the 18th day of November 2003, as amended by By-Law No. 2017-61 on the 12th day of September 2017, to provide regulation, restriction and prohibition regarding the tethering of outdoor dogs and extreme weather conditions;

And whereas the Council of the Town is desirous of further amending the Dog Control By-Law regarding dog licence fees.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** Schedule "A" of By-Law 2003-91 be hereby repealed in its entirety and replaced with Schedule A attached hereto and forming part of this By-Law.
2. **That** this by-law shall come into force and take effect upon third and final reading.
3. **Read** a first, second, third time and finally passed this 14th day of February, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

Schedule A – License Fees for the Town of Tecumseh**Payable to the Treasurer****1. Dog License Fee:**

- | | |
|--|---------|
| a. Fee per dog | \$22.00 |
| b. Late fee (30 days after tag expiry) | \$37.00 |

2. Kennel Licence Fee:

- | | |
|--|----------|
| a. On or before March 31 st | \$100.00 |
| b. After March 31 st | \$125.00 |

3. Guide /Service Dogs: No Charge**4. Miscellaneous:**

- | | |
|------------------------|-----------|
| a. Replacement tag | \$5.00 |
| b. Transfer of licence | No Charge |

The Corporation of the Town of Tecumseh

By-Law Number 2023 - 025

Being a By-law to amend By-law 2022-102, being a by-law to establish the water and wastewater rates for the year 2023

Whereas the *Municipal Act, 2001*, S.O. 2001, c. 25 and in particular section 391 et seq. thereof, provide, inter alia, that a municipality may pass by-laws imposing fees or other charges for services or activities provided or done by it, for use of property under its control, and for capital costs payable by it;

And Whereas in pursuance thereof, The Corporation of the Town of Tecumseh (Town) is desirous of enacting a by-law to impose fees or charges for use of its wastewater system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system;

And Whereas public notice was given on the Town's website, Facebook page and Twitter of Council's intent to give consideration to the adoption of a by-law to impose fees or charges for use of its wastewater management system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system

And Whereas Council did so adopt By-Law 2022-102 being a by-law to establish the water and wastewater rates for the year 2023 at their regular meeting held on Tuesday, December 13, 2022.

And Whereas it is desirous to amend Part 10 of Schedule "A" to By-Law 2022-102 so as to correct and properly reflect the applicable metered water consumption charges rates stated therein.

Now therefore the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **That** Part 10 of Schedule "A" of By-Law 2022-102 be hereby amended as follows:
 - a. That the charge/rate for usage under 10,200 cubic meters per month be changed to \$1,2747 per cubic meter; and
 - b. That the charge /rate for usage over 10,200 cubic meters per month be changed to \$0.9214 per cubic metre.
2. **That** this amending by-law shall come into force and take effect upon third and final reading.

Read a first, a second and a third time and finally passed this 14th day of February, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

Unfinished Regular Council Business

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
19/18	May 22, 2018		Property Standards By-Law (Zoning)	It is directed that Administration harmonize the by-law regarding disconnected tractor-trailers on residential properties to be consistent within the Town.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
02/20	October 27, 2020	RCM 318/20	Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residents' Zones	Administration to bring considerations to regulate the parking of these vehicles, units and trailers within the municipal right-of-way in the former Town of Tecumseh, to ensure that visibility sightlines are maintained to private driveways, and to recommend appropriate regulations surrounding the parking of such vehicles, units and trailers in the minimum side yard of a private property at the time the Town's zoning By-law is reviewed.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
03/20	October 27, 2020	RCM 319/20	Short Term Rentals	Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
04/20	November 10, 2020	RCM 341/20	By-law to Prohibit and Regulate Public Nuisances Related to Odours and Lighting from Cannabis Cultivation	Administration to review and report back to Council on the appropriateness of a By-law in accordance with the <i>Municipal Act</i> that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants; and investigate opportunities to consider the matter with the other municipalities in Essex County to try to seek a common regional regulatory approach.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
01/22	September 13, 2022	RCM 269/22	E Scooters/ Bike Program	That Administration be directed to investigate the possibility of a pilot project with vendors that offer public access to utilize their e scooters or e bikes as an alternative mode of transportation on a pay-to-ride basis, and report back to Council with options and budget implications in time for consideration during the 2023 budget deliberations.	CRS	

Motion – County Road 46 Speed Reduction at the County Road 19 Intersection

Background

At the January 25, 2023, Regular Council Meeting, a notice of motion was provided to request a speed reduction on County 46, for east and west bound motor vehicle traffic at County Road 19 (Manning Road). The County of Essex is the authority of County Roads within the Town of Tecumseh.

A resolution from Tecumseh Council in support of this request may assist in having this concern addressed. To assist Council in considering a resolution of support, a number of excerpts from the *Highway Traffic Act* and the Essex County Highways Best Management Practices are embedded in the Motion.

Moved By: Councillor Tania Jobin
Seconded By:

Whereas the speed limit on this segment of County Road 46, east and west of County Road 19 is 80km/hr;

And Whereas the speed limit on this segment of County Road 19, north and south of County Road 46 is 60 km/hr;

And Whereas there are a number of residential dwellings on County Road 46 within the vicinity of the County Road 19 intersection, as well as commercial businesses consisting of a gas station, convenience store and Tim Hortons.

And Whereas Section 128(2) of the Highway Traffic Act states “(2) *the council of a municipality may, for motor vehicles driven on a highway or portion of a highway under its jurisdiction, by by-law prescribe a rate of speed different from the rate set out in subsection (1) that is not greater than 100 kilometers per hour and may prescribe different rates of speed for different times of day.*”;

And Whereas Section 5.1.1 of Procedure No. ECH-R06-12 (Traffic, Speed Limits) from the Essex County Highways Best Management Practice Manual states: “...*The Municipality in which section of County Road is geographically located having jurisdiction over the road in question must first approve/support requests made by the general public, through a formal resolution*”.

Resolution

Now Therefore Be It Hereby Resolved:

That the County of Essex be requested to amend the speed limit on County Road 46 from 80 km/hr to 60 km/hr, from County Road 46 at the intersection of County Road 19 (Manning Road);

And that as County Road 46 east of County Road 19 (Manning Road) is located within the Municipality of Lakeshore that this motion be sent to the Clerk of the Municipality of Lakeshore for Council's support and endorsement;

And further that this Motion and Background be sent to the Clerk for the County of Essex requesting they be placed on the next regular meeting of County Council's Agenda for consideration.

The Corporation of the Town of Tecumseh

By-Law Number 2023-026

Being a by-law to confirm the proceedings of the February 14, 2023 Regular Meeting of the Council of The Corporation of the Town of Tecumseh.

Whereas pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

Whereas pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Tecumseh at this meeting be confirmed and adopted by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh Enacts as follows:

1. **That** the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and any and all other actions passed and taken by the Council of The Corporation of the Town of Tecumseh, inclusive of documents and transactions approved and or entered into during the February 14, 2023, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **That** the Mayor and proper officials of The Corporation of the Town of Tecumseh are hereby authorized and directed to do all the things necessary to give effect to the actions of the Council of The Corporation of the Town of Tecumseh during the said February 14, 2023, meeting referred to in paragraph 1 of this By-law.
3. **That** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to give effect to the action(s) taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

Read a first, second, third time and finally passed this 14th day of February, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk