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April 14, 2022

Honourable Drew Dilkens, Mayor of the City of Windsor
350 City Hall Square West
Windsor, Ontario
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N9A 6S1

Dear Mayor Dilkens,

As you are aware, significant progress has been made in the endeavour to create Ojibway National Urban Park (NUP) over the past several years.

Beginning at a townhall on August 2019 where the idea of Ojibway NUP was formally discussed by many local, national, and international organizations, including Caldwell First Nation, grass roots groups such as Friends of Ojibway, Friends of the Rouge, the Audubon society, the Detroit International Wildlife Refuge, the Wildlands League, scientists, former conservation workers, unions, former city parks directors, and many individual citizens. To the present local consensus of the need to establish Ojibway NUP, significant efforts by many stakeholders was needed to make this happen.

The City of Windsor's leadership has been essential and long standing in the work to protect Ojibway Shores, the universal support at city council with a unanimous vote to support the establishment of Ojibway NUP, to the discussions with other levels of government, and other undertakings to demonstrate its commitment to protecting this unique environmental jewel in our region. The crucial effort during the last federal election to include Ojibway NUP as part of the City's *Platform for Windsor* resulted in all candidates endorsing it, further demonstrating the consensus that has been achieved.

My private members bill C-248, An Act to amend the Canada National Parks Act (Ojibway National Urban Park of Canada), which was introduced this past February, had its first hour of debate and will come to vote on second reading after during the second week in June and then will go to the House of Commons Environment Committee for review. In Canada, the usual procedure for establishing a national park is to add the name and description of the park to a schedule in the Canada National Parks Act which is done by

amending the act which C-248 does. As part of this process of gathering support amongst members of parliament from across all parties, there has been an appreciation of the direct support of the City of Windsor in creating Ojibway NUP and the willingness of the municipality to transfer its local lands to Parks Canada as soon as possible to facilitate its establishment.

Accordingly, as with other supporters of Ojibway NUP from Caldwell First Nation to the Wildlands League, letters of support need to be presented to those members of parliament who wish to examine all aspects of the issue before voting on the bill. While the City has been explicit on its intention and efforts to establish Ojibway NUP, I am requesting a letter from your office in support of C-248 to ensure all members of parliament are clear that Ojibway NUP has broad support from all stakeholders.

I thank you in advance for your time and attention to this matter.

Sincerely,



Brian Masse MP

Windsor West

NDP Innovation, International Trade, Economic Development, and Great Lakes Critic

THE CORPORATION OF THE CITY OF WINDSOR
ELECTION PROCEDURE

Service Area:	CORPORATE SERVICES	Procedure No.:	A-7
Department:	COUNCIL SERVICES	Approval Date:	January 1, 2022
Division:	RECORDS AND ELECTIONS	Approved By:	STEVE VLACHODIMOS, City Clerk
		Effective Date:	JANUARY 1, 2022
Subject:	USE OF CORPORATE RESOURCES BY COUNCIL MEMBER SEEKING RE-ELECTION	Policy Ref.:	
		Pages:	Replaces:
			Date:

1. PURPOSE

1.1 To establish guidelines under *section 88.18, Municipal Elections Act* on the appropriate use of corporate resources by incumbent Council members **seeking re-election** for the 2022 Municipal Election to ensure they are not receiving campaign contributions from the Corporation of the City of Windsor. This procedure will protect the interests of both the Council members and the Corporation.

2. SOURCE

- 2.1** *Municipal Elections Act, Sections 12(2), 88.8(4)5, 88.18*
- 2.2** *Code of Conduct for Members of Council, Rule 7 and Rule 11*
- 2.3** *Ward Fund Policy, Section 5.9*
- 2.4** *Clerk’s Procedure A1 – Candidate Filing of Nomination Papers (City employees should be aware of how to handle the nomination of an incumbent)*
- 2.5 Note:** *The Municipal Elections Act prohibits a municipality from making a contribution to a candidate. The Act also prohibits a candidate, or someone acting on the candidate’s behalf, from accepting a contribution from a person or entity who is not entitled to make a contribution.
As a contribution may take the form of money, goods or services, any use by a Member of Council of the Corporation’s resources for his or her election campaign would be viewed as a contribution by the municipality to the incumbent, which is a violation of the Act and could result in penalties.*

3. PROCEDURES

PREAMBLE

It is the responsibility of members of City Council seeking re-election for the 2022 municipal election to read *Clerk’s Procedure A-7, Use of Corporate Resources by Council Member Seeking Re-Election* thoroughly and to sign Form EL13, the cover letter to this procedure. The original signed copy of the letter will be retained by the Clerk’s Office with the candidate’s nomination form. These procedures come into effect for the Councillor seeking re-election upon the filing of their nomination paper with the City Clerk during the candidate’s campaign period even if the incumbent becomes acclaimed to the Office

during the election process.

Nothing in this procedure shall preclude a member of Council from performing their duties as an elected Councillor, nor inhibit them from representing the interests of the constituents they represent in their respective ward.

3.1 The Use of Formal City Council Meetings

Members of Council seeking re-election and registered as nominated candidates for the 2022 municipal election, may not use City Council and Committee meetings for campaigning purposes.

3.2 The Use of City Equipment and Supplies

Members of Council seeking re-election and registered as nominated candidates for the 2022 municipal election shall not use Corporate property for election campaigning purposes including but not limited to Corporate computers, email system, printers, telephones, voicemail system, and stationery supplies. This also includes posting links on the City's website and the City's social media networks.

3.3 (a) The Use of City-owned Facilities

Subject to subsection 3.3(c), all registered candidates for the 2022 municipal election may rent a room(s) in a City-owned facility for election-related purposes using the established rental payment process that is available to the public. This will ensure that all candidates running in the election are treated fairly and equitably by the municipality.

(b) The Use of City-owned Properties

Subject to subsection 3.3(c), registered candidates for the 2022 municipal election are not allowed to use city-owned properties for election-related activities such as fund-raising functions, gatherings, media events, and signage, save and except areas that are for public use which are not subject to a rental fee. For example, general campaigning in a City park.

(c) The Use of City Hall (350 City Hall Square West and 400 City Hall Square East)

No candidate shall use the actual administrative buildings of either 350 City Hall Square West and 400 City Hall Square East for any campaigning purposes relating to a municipal election.

3.4 The Use of Councillor Constituency Office

Members of Council seeking re-election and registered as nominated candidates for the 2022 municipal election may not use their constituency office for election purposes or display election-related material in that office.

3.5 The Use of City Employees

Members of Council seeking re-election and registered as nominated candidates for the 2022 municipal election may not use city staff to canvass or actively work in support of a municipal candidate during normal working hours unless they are on a leave of absence without pay, lieu time, or vacation leave.

3.6 The Use of Election Signs

Members of Council seeking re-election and registered as nominated candidates for the 2022 municipal election should make reference to the City of Windsor's Sign By-law 250-2004, Guidelines from the Chief Building Official, and the Public Works By-law 25-2010 with respect to the allowable placement of election signs. These documents are contained in the Candidate's Package distributed to all registered candidates at the time of filing the nomination paper.

3.7 The Use of Councillor Funding Sources

Members of Council seeking re-election and registered as nominated candidates for the 2022 municipal election may not use Municipal funding sources for any election-related purpose. Incumbent candidates may not print or distribute any material paid by municipal funds that illustrates that they or any other individual is registered as a candidate in an election. It is the responsibility of the incumbent candidate to ensure that the content of any communications material, including printed material such as newsletters, advertising, etc.

funded by the municipality for the operation of each Councillor's Office, is not election-related.

3.8 The Use of Ward Funds

Members of Council may not initiate projects using municipal Ward Funds in the six month period leading up to Voting Day, Monday, October 24, 2022, unless specifically approved by Council. Use of Ward Funds for a project must not be committed, and the project must not be publically announced, in the six-month period immediately prior to a municipal election. The official commitment date shall be deemed to be the date on which the City Treasurer or designate receives the official Ward Funds use request form duly authorized by signature or attached e-mail request by the requesting Councillor. It is understood that the work may actually be undertaken within the six-month period due to administration's work priorities or climate requirements.

3.9 The Distribution of Candidate Election Campaign Material

Members of Council seeking re-election and registered as nominated candidates for the 2022 municipal election are not allowed to distribute their campaign-related material in any City-owned facility

Incumbents are not allowed to distribute their campaign material to city employees while the employee is being paid by the Corporation of the City of Windsor.

3.10 (a) The Use of City Social Media

Members of Council seeking re-election shall not use official City of Windsor social media accounts for any purpose. This includes posting links, etc.

(b) The Use of Social Media as a City Official

Members of Council seeking re-election must take affirmative steps to clearly distinguish between the use of social media for personal or election purposes, and the use of social media in their capacity as a City official. To do so, Members must either remove any and all affiliation with Council from the account, such as the use of "Councillor" in the account name or the use of their City email as the point of contact, or must create an entirely separate account for the purposes of the election that does not constitute an official account or use City resources.

3.11 The Discontinuation of Select Corporate Resources

The following will be discontinued for members of Council from the day prior to Nomination Day, Thursday, August 18, 2022 to Voting Day, Monday, October 24, 2022:

- **All forms of advertising, including in-house municipal publications;**
- **All printing and distribution of newsletters, unless directed by Council;**
- **The ordering of office furniture and furnishings except those of an emergency nature;**
- **No movement of furniture and furnishings;**
- **No ordering of stationery and office supplies.**

4. RECORDS, FORMS, AND ATTACHMENTS

4.1 Form EL13 – Cover letter signed by City Clerk



Form
EL13

NOTICE TO INCUMBENT CANDIDATES

Re: Use of Corporate Resources and Corporate Communication Tools During an Election Year

If you have filed your nomination paper with the City Clerk for the October 2022 election your campaign period begins with the day you file your nomination with the City Clerk and will end on January 3, 2023. Campaign contributions and expenses may only occur during your campaign period.

Section 88.8(4)5 of the *Municipal Elections Act* specifically prohibits a municipality from contributing to a candidate's election campaign. Any use of the City's Corporate property such as facilities, services, land, monetary resources, etc. for election purposes could be interpreted as a contribution from the municipality to your campaign and therefore a violation of the *Act*, which could carry a penalty.

The following procedure established under section 12(1), *Municipal Elections Act* provides current members of council who are registered nominated candidates for the 2022 municipal election with guidelines on the appropriate use of corporate property during the election process.

Please review this procedure at the time of filing your nomination paper with the City Clerk and formally sign this document as evidence that you are aware of this election procedure.

The intent of this election procedure is not to inhibit Councillors from representing the interests of their constituents who elected them, but only to set out guidelines as to the restrictions within the context of the *Municipal Elections Act*.

Questions about this communication may be directed to Terri Knight Lepain, Manager of Records and Elections and Freedom of Information Coordinator at 519-255-6100, ext. 6578.

Steve Vlachodimos

City Clerk

Candidate

Date

Date

DRAFT BY-LAW

A BY-LAW TO ESTABLISH A LICENSING PROGRAM FOR THE REGULATION OF RESIDENTIAL RENTAL HOUSING IN THE CITY OF WINDSOR

Passed the XX day of April, 2022.

WHEREAS Section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, (the “Municipal Act”) provides that the powers of a municipality shall be interpreted broadly as to confer broad authority on a municipality to (a) enable it to govern its affairs as it considers appropriate, and (b) enhance its ability to respond to municipal issues;

AND WHEREAS Section 151(5) of the *Municipal Act* provides that a municipality may pass by-laws with respect to any activity, matter or thing for which a by-law may be passed under Sections 9, 10 and 11 as if it were a system of licences with respect to a business;

AND WHEREAS Section 391 of the *Municipal Act* provides for the municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it;

AND WHEREAS Section 425 of the *Municipal Act* provides for a municipality to pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

AND WHEREAS Section 426 of the *Municipal Act* provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under the *Municipal Act* or under a by-law passed under the *Municipal Act*;

AND WHEREAS Section 429 of the *Municipal Act* provides for the municipality to establish a system of fines for offences under a by-law of the municipality passed under the *Municipal Act*;

AND WHEREAS Section 431 of the *Municipal Act* provides that if any by-law of the municipality is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order to prohibit the continuation or repetition of the offence by the person convicted;

AND WHEREAS Sections 444 and 445 of the *Municipal Act* respectively, provide for the municipality to make an order requiring a person who contravenes a by-law or who causes or permits the contravention or the owner or occupier of land on which a

contravention occurs to discontinue the contravening activity or do work to correct a contravention;

AND WHEREAS the Council for The Corporation of the City of Windsor considers it necessary and desirable for the public to regulate the renting of residential premises for the purpose of protecting the health and safety of the persons residing in residential rental premises by ensuring that certain regulations are met, that the required essentials such as plumbing, heating and water are provided, for ensuring that the residential rental premises do not create a nuisance to the surrounding properties and neighbourhood and to protect the residential amenity, character and stability of residential areas;

NOW THEREFORE the Council of the Corporation of the City of Windsor enacts this by-law to licence residential rental housing within the jurisdictional boundaries of the City of Windsor.

1 Short Title

1.1 This by-law may be cited as the Residential Rental By-law.

2 Definitions

2.1 In this by-law:

“Applicant” means a person seeking to become licensed under this By-law (i.e., become a Licensee) and who, either in person or through an Authorized Agent, makes such an application;

“Authorized Agent” means a person authorized in writing by an Applicant or Licensee to act on behalf of such Applicant or Licensee for the identified purpose of making an application, renewing a Licence, or otherwise complying with the provisions of this By-law;

“Bed-and-Breakfast or Guest House Establishment” means a home-based business for the temporary accommodation of the traveling public located within a single detached dwelling which is occupied on a full-time basis by the owner of such single detached dwelling or the principal shareholder (or one of them if more than one shareholder holds the greatest number of shares) of the corporation registered as the legal owner of the Building, including during the time the Bed and Breakfast or Guest House is in operation, and shall contain at least one (1) bedroom for the exclusive use of the owner and at least two (2) accessory guest rooms for use in the Bed and Breakfast or Guest House operation, and shall mean and include any Bed and Breakfast or Guest House

legally established under any predecessor by-law, but shall not include a Lodging House, Hotel, or Short-Term Rental;

“Building” means a structure, whether permanent or temporary, with walls or a roof or part thereof, used or intended to be used for shelter, accommodation or enclosure of persons, animals, goods or chattels;

“Building Code” means Ontario Regulation 350/06, as amended under the *Building Code Act, 1992*, S.O.1992, c.23, as amended;

“Business Licensing By-law” means the City’s Business Licensing By-law 395-2004, as amended, or its successor by-law;

“Chief Building Official” means the Chief Building Official for the City or their delegate;

“Chief of Police” means the Chief of Windsor Police Service, or their delegate;

“City” means The Corporation of the City of Windsor or any person authorized to act on behalf of the Corporation for the purposes of exercising its powers under this By-law;

“Contact Information” means, but is not limited to:

- (a) Mailing address;
- (b) Telephone number;
- (c) E-mail address; and
- (d) Emergency contact;

“Dwelling Unit” means a room or suite of rooms in a Building used or designed to be used by one (1) or more individuals as an independent and separate housekeeping unit;

“Fire Chief” means the Chief of Windsor Fire and Rescue Services, or their delegate;

“Fire Code” means O. Reg. 213/07, as amended, under the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended;

“Ice and Snow By-law” means the City’s Ice and Snow Removal By-law 8544, as amended, or its successor by-law;

“Individual Person” means a natural person;

“Licence” means the certificate issued under this By-law as proof of licensing under this By-law;

“Licence Commissioner” means the Licence Commissioner for the City and shall mean and include any delegate or delegates of the Licence Commissioner for the City as well as any successor position to the Licence Commissioner carrying out the responsibilities of the Licence Commissioner at the time of the passing of this By-law;

“Licensee” means a person, corporation or partnership who has been issued and maintains a valid Licence pursuant to the terms of this By-law;

“Local Contact” means an Individual Person, whether an Owner or an Operator, who is responsible for the care and control of the Rental Housing Unit and who resides within the City of Windsor;

“Market”, “Marketed” or “Marketing” means offering, facilitating, or causing or permitting to offer or facilitate, directly or indirectly, the sale, promotion, canvassing, solicitation, advertising, or marketing of part or all of a Rental Housing Unit, and includes placing, posting or erecting advertisements physically or online;

“Medical Officer of Health” means the Medical Officer of Health for the Municipality of Windsor, Ontario;

“Noise By-law” means the City’s Noise By-law 6716, as amended, or its successor by-law;

“Officer” means a Provincial Offences Officer or Municipal Law Enforcement Officer of the City, or any other person appointed by or under the authority of a City by-law to enforce this By-law;

“Ontario Police Service” means a police service established in Ontario under the *Police Services Act, R.S.O. 1990, c. P.15*, as amended;

“Operate”, “Operated” or “Operating” means to rent out, provide, offer to rent out or provide, or cause to be Marketed, the offer or rental, whether directly or indirectly, including, without limitation, via the internet or other electronic platform, of a Rental Housing Unit and shall include a person collecting a fee or handling payments in respect of a Rental Housing Unit;

“Operator” means any person who operates, maintains, or is otherwise responsible for managing or addressing issues in relation to a Rental Housing Unit but is not an Owner;

“Order” means a direction issued by the City under statutory authority, including but not limited to orders under the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, including section 9.5 of this by-law, the *Building Code Act, 1992, S.O.*

1992, c. 23, as amended, and the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended;

“Owner” includes:

- (a) Each registered owner of a Rental Housing Unit;
- (b) Each person who permits occupancy of a Rental Housing Unit; and
- (c) The heirs, assigns, personal representatives and successors in title of a person referred to in articles (a) and (b);

“Parking By-law” means the City’s Parking By-law 9023, as amended, or its successor by-law;

“Person” means an individual person, a partnership, or a corporation (including any of such corporation’s affiliates, subsidiaries or parent corporations, as the case may be) to which the context can apply and “Person” shall also include multiple persons who, acting together, operate or offer to operate a Rental Housing Unit, despite the fact that no single one of those persons carries on the activity in its entirety;

“Prohibited Ground” means the prohibited grounds of discrimination as provided for under the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19;

“Property” means a Building, and includes the lands and premises appurtenant thereto, and includes vacant property;

“Property Standards By-law” means the City’s Property Standards By-law 9-2019, as amended, or its successor by-law;

“Rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a Tenant to an Owner for the right to occupy a Rental Housing Unit and for any services and facilities and any privilege, accommodation or thing that the Owner provides for the Tenant in respect of the occupancy of the Rental Housing Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing;

“Rental Housing Unit” means a Dwelling Unit which is occupied or offered for occupancy in exchange for Rent or services in lieu of paying Rent;

“Tenant” includes a person who pays Rent or provides services in lieu of paying Rent in return for the right to occupy a Rental Housing Unit and includes the person’s heir, assigns (including subtenants) and personal representatives;

“Waste Collection By-law” means the City’s Waste Collection By-law 2-2006, as amended, or its successor by-law;

“Yard Maintenance and Anti-Littering By-law” means the City’s Yard Waste, Exterior Property Maintenance and Littering By-law 3-2006, as amended, or its successor by-law;

“Zoning By-law” means the City’s Zoning By-law 8600, as amended, or its successor by-law, as well as any other by-laws passed by the City pursuant to s. 34 of the *Planning Act*, R.S.O. 1990, c. P13, as amended.

3 Applicability and Scope

3.1 This by-law applies to all of the following within Wards 1 and 2 of the City of Windsor as described in Appendix “A” of this By-law:

- (a) Owners of a Rental Housing Unit;
- (b) Operators of a Rental Housing Unit; and
- (c) Dwelling Units used or intended to be used as a Rental Housing Unit.

3.2 This By-law does not apply to:

- (a) a Property containing five (5) or more Dwelling Units;
- (b) a Dwelling Unit whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner’s spouse, child or parent or the spouse’s child or parent, and where the owner, spouse, child or parent lives in the Building in which the living accommodation is located;
- (c) a hotel, motel, or inn;
- (d) a Bed-and-Breakfast, Guest House Establishment, or Lodging Home licensed under the City’s Business Licensing By-law; or
- (e) a Dwelling Unit to which any of the following statutes, or their regulations, apply:
 - (i) the *Homes for Special Care Act*, R.S.O. 1990, c H. 12, as amended;
 - (ii) the *Innkeeper’s Act*, R.S.O. 1990, c 17, as amended;
 - (iii) the *Long-Term Care Homes Act, 2010*, S.O. 2010, c. 11, as amended;
 - (iv) the *Retirement Homes Act, 2000*, S.O. 2010, c. 11, as amended;
 - (v) the *Social Housing Reform Act, 2000*, S.O. 2000, c. 27, as amended; and

- (f) social housing or affordable housing that is not subject to the *Social Housing Reform Act, 2000*, S.O. 2000, c. 27, as amended, but which is subject to an agreement with the City of Windsor and which has been approved for exemption by the Licence Commissioner.

4 Prohibitions

- 4.1 No person shall do any of the following, except in accordance with a Licence issued under this by-law:
 - (a) Operate a Rental Housing Unit;
 - (b) Permit a person to operate a Rental Housing Unit;
 - (c) Collect Rent, or permit Rent to be collected, for a Rental Housing Unit;
 - (d) Market, or permit to be Marketed, a Rental Housing Unit; or
 - (e) Hold a Rental Housing Unit out as being licensed.
- 4.2 No person shall do any of the following, other than at a location for which a Licence has been issued under this by-law:
 - (a) Operate a Rental Housing Unit;
 - (b) Permit a person to operate a Rental Housing Unit;
 - (c) Collect Rent, or permit Rent to be collected, for a Rental Housing Unit;
 - (d) Market, or permit to be Marketed, a Rental Housing Unit; or
 - (e) Hold a Rental Housing Unit out as being licensed.
- 4.3 No person shall do any of the following under a name other than the name under which a Licence has been issued under this by-law:
 - (a) Operate a Rental Housing Unit;
 - (b) Permit a person to operate a Rental Housing Unit;
 - (c) Collect Rent, or permit Rent to be collected, for a Rental Housing Unit;
 - (d) Market, or permit to be Marketed, a Rental Housing Unit; or
 - (e) Hold a Rental Housing Unit out as being licensed.
- 4.4 No person shall provide false or misleading information to the City when applying for a Licence under this by-law, renewing a Licence or at any other time.
- 4.5 No person shall operate, or permit to operate, a Rental Housing Unit in contravention of the City's Zoning By-law, or in contravention of any of the other

of the City's by-laws, or in contravention of the Building Code, the Fire Code, or any other applicable law.

- 4.6 No person licensed under the provisions of this by-law shall fail to maintain, on a continuous basis, the standards and requirements necessary to obtain the original approval of the Licence application, or that have been imposed since the issuance of the Licence.
- 4.7 No person shall hinder or obstruct, or attempt to hinder or obstruct, or advise, instruct, or encourage others to hinder or obstruct, an Officer who is exercising a power or performing a duty under this by-law.
- 4.8 No person shall fail to keep any and all of the records required to be kept under the provisions of this by-law.
- 4.9 No Licence issued under this by-law may be sold or transferred.
- 4.10 No person licensed or required to be licensed under this by-law shall charge any person, or provide services to any person, or deny service to any person, in a manner that in the opinion of the Licence Commissioner discriminates on the basis of a prohibited ground under the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19, as amended, or is deemed by the Licence Commissioner to have the same or similar effect.

5 Powers and Duties

POWERS AND DUTIES OF THE LICENCE COMMISSIONER

5.1 The Licence Commissioner:

- (a) Shall receive and process all applications for Licences and renewal of Licences to be issued under this By-law;
- (b) Shall coordinate the enforcement of this By-law;
- (c) Shall perform all the administrative functions conferred upon him or her by this By-law;
- (d) Shall make or cause to be made all investigations and inspections which they deem necessary to determine whether an Applicant meets the requirements of this By-law and all applicable laws;
- (e) Shall make or cause to be made a circulation, respecting each application, which may include circulation of the licence application to the Medical Officer of Health, the Fire Chief, the Chief Building Official, the Chief of Police and any other departments of the City, and any other public

authorities which may have an interest in the licence application for comment;

- (f) May issue Licences to persons who meet the requirements of this By-law and may suspend Licences pursuant to the requirements of this By-law; and
- (g) May, where a Licence has been issued pursuant to this By-law and otherwise remains in full force and effect, renew the Licences of persons who meet the requirements of this By-law.

5.2 Upon reviewing a licence application, including an application for renewal of a Licence, or upon receiving information or a complaint as against a Licensee, the Licence Commissioner may, in their sole discretion refer the application to the Windsor Licensing Commission, to refuse to grant or revoke or suspend or place conditions on a Licence upon the following grounds:

- (a) Where there are reasonable grounds for belief that such Applicant or Licensee will not carry on or engage in the business in accordance with the law, or with integrity and honesty;
- (b) Where there are reasonable grounds for belief that the carrying on by the Applicant or Licensee of the business in respect of which the Licence is sought or held, would infringe the rights, or endanger the health or safety of, members of the public;
- (c) Where there are reasonable grounds for belief that the carrying on of the business by the Applicant or Licensee will result in non-compliance with this By-law or any other requirement or prohibition imposed by any other law;
- (d) Where the Property on which the Rental Housing Unit is situated is subject to an Order, or Orders, made pursuant to:
 - (i) The City's Property Standards By-law;
 - (ii) The City's Zoning By-law;
 - (iii) The *Building Code Act, 1992* or any regulations made under it, including the Building Code;
 - (iv) The *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended, or any regulations made under it; or
 - (v) The authority of the Medical Officer of Health;

- (e) Where there are reasonable grounds for belief that the nature, condition or use of the Property or premises, or any equipment, vehicle or other personal property used or to be used by the Applicant or Licensee in the carrying on or engaging of the business would involve non-compliance with any provision of this By-law or any other law;
- (f) Where there are reasonable grounds for belief that any application or any other document or information provided by or on behalf of the Applicant or Licensee, contains a false statement or provides false information; and
- (g) Where information provided to the City by or on behalf of the Applicant or Licensee, whether oral or in writing, has ceased to be accurate, and the Applicant or Licensee has not provided up-to-date accurate information to the City sufficient to allow the Licence Commissioner, or the Windsor Licensing Commission, as the case may be, to conclude the Licence should be granted or maintained as valid and subsisting;
- (h) Where a Licensee's or Applicant's insurance, as approved by the Licence Commissioner, has expired and they continue to carry on business for which the Licence was issued;
- (i) Where a Licensee or Applicant fails to comply with a request to inspect or hinders an inspection in any way;

5.3 The Licence Commissioner's decision under section 5.2 shall be guided by the following considerations:

- (a) The safety, health and well-being of the community;
- (b) The impact on neighbouring properties;
- (c) Financial impact to the City;
- (d) The impact of any such Licence revocation or suspension on any Tenant; and
- (e) Imposing terms or conditions on any such Licence revocation or suspension that would minimize the adverse impact on any Tenant, including the possibility of providing a reasonable time period before the Licence revocation or suspension takes place to permit any Tenant to find new housing or to seek relief in a Court or before the Ontario Landlord and Tenant Board.

5.4 Despite section 5.2, a Licence shall not be issued or renewed and the Licence Commissioner shall refer the matter to the Windsor Licensing Commission where:

- (a) the Property for which the Rental Housing Unit is being proposed has any outstanding unpaid penalties or fines from the City;
- (b) any of the Applicants, within the previous five years from the date of application or renewal have been convicted of any of the following under the Criminal Code of Canada:
 - (i) homicide or manslaughter;
 - (ii) sexual offences;
 - (iii) assault offences;
 - (iv) confinement offences;
 - (v) robbery or extortion offences;
 - (vi) break and enter offences;
 - (vii) fraud or forgery offences; or,
 - (viii) a statutory or regulatory offence in any way related to the ownership or management of residential rental properties.

5.5 For the purposes of sections 5.2 and 5.4 of this by-law, the term “person” shall include any director, officer, partner or principal of a partnership or a corporation or any shareholder of a corporation that holds at least fifty per cent (50%) of the shares of that corporation.

5.6 In the case where the Licence Commissioner refuses, revokes or suspends a Licence upon any one or more of the grounds listed in section 5.2 of this by-law, the Applicant, or Licensee, as the case may be, may appeal the Licence Commissioner’s decision to the Windsor Licensing Commission by notifying the Licensing Commissioner, in writing, of his, her or its request to appeal to the Windsor Licensing Commission no later than fourteen (14) days after the date the Licence application is refused, revoked or suspended by the Licence Commissioner.

5.7 In the case where the Licence Commissioner or the Applicant, or Licensee, as the case may be, refer or appeal to the Windsor Licensing Commission, the Windsor License Commission may refuse to grant, or revoke or suspend or place conditions on a Licence upon any one or more of the grounds listed in section 5.2 of this By-law.

5.8 Where after a hearing, the Windsor Licensing Commission concludes that any one of the grounds set out under section 5.2 exist, the Windsor Licensing Commission may, instead of refusing, revoking, suspending a Licence, grant a

Licence or allow a Licence to continue upon such conditions as the Windsor Licensing Commission may see fit to impose, for the purpose of ensuring the proper and lawful carrying on of the business, or such other conditions, as are authorized by law.

- 5.9 No revocation or suspension of a Licence under this By-law shall be final, except after a hearing by the Windsor Licensing Commission, or after the Licensee has been given the opportunity for such a hearing, in accordance with the law.
- 5.10 The Licence Commissioner may suspend a Licence where there are reasonable grounds to believe that such is required to prevent a breach of the By-law, or for any of the reasons that would form grounds for the revocation of a Licence pursuant to section 5.2.
- 5.11 A suspension under section 5.2 shall take effect upon service of written notice thereof to the Licensee, or upon the delivery of written notice to the business premises of the Licensee at the address shown on the City's records.
- 5.12 A suspension under section 5.2 shall remain in effect for no more than fourteen (14) days from the date of service of the notice under section 5.11.
- 5.13 Following suspension of a Licence under section 5.2, the Licence Commissioner shall prepare a written report to the Windsor Licensing Commission, advising of the suspension and:
 - (a) Recommend that the Windsor Licensing Commission hold a hearing to determine whether the suspension should continue, or be terminated, and whether the Windsor Licensing Commission should give consideration to whether or not the Licence should be revoked or otherwise dealt with pursuant to the By-law; or
 - (b) Recommend reinstatement of the Licence on the basis that the conditions leading to the suspension have been remedied; or
 - (c) Recommend that no action be taken upon the termination of the suspension.
- 5.14 At any time before the Licence Commissioner shall issue or renew a Licence, or recommend to the Windsor Licensing Commission that it refuse to issue or refuse to renew a Licence, the Licence Commissioner may as they see fit, or shall at the request of the Applicant, refer the application for issuance or renewal of the Licence to the Windsor Licensing Commission.

POWERS AND DUTIES OF THE WINDSOR LICENSING COMMISSION

5.15 Where there is a referral to the Windsor Licensing Commission pursuant to this section, the Windsor Licensing Commission shall hold a hearing for the purpose of:

- (a) issuing or renewing the Licence;
- (b) refusing to issue or renew the Licence;
- (c) suspending the Licence;
- (d) revoking the Licence; or,
- (e) issuing or renewing the Licence with the imposition of conditions.

5.16 Where the Licence Commissioner intends to recommend to the Windsor Licensing Commission that it refuse to issue, refuse to renew, place conditions on, revoke or suspend a Licence, the Licence Commissioner shall give notice of the intended recommendation and the reasons for the intended recommendation to the Applicant or Licensee as well as to such other persons, civic departments, boards, commissions, authorities and agencies having an interest in the recommendation. Under this section, notice to the Applicant or Licensee shall be written notice served personally or sent by ordinary, prepaid mail addressed to the address shown on the application or Licence. The notice of the hearing shall:

- (a) contain a reason or reasons for the proposed refusal, suspension, revocation or imposition of conditions;
- (b) specify the time, place and purpose of the hearing of the Windsor Licensing Commission at which the proposed refusal, suspension or revocation will be considered;
- (c) inform the affected Applicant or the affected holder of the Licence that they are entitled to attend the hearing and make submissions regarding the proposal and that, in their absence, the Windsor Licensing Commission may proceed to consider the proposal and the Applicant or affected holder of the Licence will not be entitled to any further notice in the proceeding;
- (d) afford the affected Applicant or the affected holder of the Licence a reasonable opportunity, before the hearing, to show or achieve compliance with all lawful requirements for the retention of the Licence; and
- (e) be given at least seven (7) days notice prior to the date of the Windsor Licensing Commission hearing.

5.17 At a hearing, the Windsor Licensing Commission:

- (a) shall afford the affected Applicant or the holder of the Licence an opportunity to make submissions in respect of the matter that is the subject of the Commission's proceedings;
- (b) shall afford any person, civic department, board, commission, authority or agency given notice under section 5.16 of this by-law and in attendance at the hearing, or any other person in the discretion of the Commission, an opportunity to make submissions in respect of the matter that is the subject of the Commission's proceedings;
- (c) the hearing shall be open to the public but the Commission may close a portion of the hearing for the purposes of receiving confidential legal information pertaining to the affected Applicant or Licensee;
- (d) the hearing shall be open to the public but the Commission may close all or a portion of the hearing to the public if the Commission is of the opinion that intimate financial or personal matters may be disclosed of such a nature, having regards to the circumstances, that the desirability of avoiding disclosure thereof in the interests of any person affected or in the public interest, outweighs the desirability of adhering to the principle that the hearing be open to the public;
- (e) shall give due consideration to the submissions made to it;
- (f) shall take such action to refuse, suspend revoke or impose conditions on the application or Licence, or not to refuse, suspend revoke or impose conditions on the application or Licence, as the Windsor Licensing Commission considers proper in the circumstances; and
- (g) shall give notice of its decision to the Licence Commissioner, to the Applicant or to the Licensee, and to any person, civic department, board, commission, authority or agency in attendance at the hearing, together with the reasons for its decision.

5.18 At the hearing, the Windsor Licensing Commission may suspend, revoke, and refuse to issue or impose conditions on any Licence under this By-law:

- (a) for any reason that would disentitle any Licensee to a Licence;
- (b) where the Licensee or Applicant is in breach of a condition of the Licence;
- (c) where the Licensee or Applicant is in breach of any of the provisions of this By-law;

- (d) if there are reasonable grounds to believe any of the statements made on the application for issuance or renewal are false;
- (e) if, subsequent to the issuance of the Licence, a report is filed by any body which originally provided its approval that indicates that the Licensee is no longer in compliance with this By-law;
- (f) upon such grounds as are set out in this By-law;
- (g) if the Applicant has outstanding fees or fines owing to the City, or if the Applicant has not paid the required application fee;
- (h) if the conduct or character of the Applicant or Licensee affords reasonable grounds to believe that the Applicant or Licensee will not carry on or engage in the business in accordance with the law or with honesty and integrity;
- (i) if the geographic location of the business does not meet land use requirements or does not comply with this By-law;
- (j) if, in the case of a corporate Applicant or Licensee, the conduct of its officers, directors, employees or agents affords reasonable cause to believe that the business will not be carried on in accordance with the law or with honesty and integrity;
- (k) if issuing the Licence is not in the public interest;
- (l) if a Licensee's or Applicant's insurance, as approved by the Licence Commissioner, has expired and they continue to carry on business for which the Licence was issued; or
- (m) if a Licensee or Applicant fails to comply with a request to inspect or hinders an inspection in any way.

5.19 A decision of the Windsor Licensing Commission refusing, suspending, revoking or imposing conditions on an application or Licence takes effect upon the rendering of such decision by the Windsor Licensing Commission. No Licensee shall operate or carry on the activity for which the Licence was issued while his Licence is under suspension.

5.20 The Windsor Licensing Commission shall give its decision to the Licence Commissioner within seven (7) days of the hearing.

5.21 The Licence Commissioner shall forthwith notify the Applicant in writing of such decision by serving a copy personally or sent by ordinary, prepaid mail

addressed to the last known address for the person appearing on the records of the City.

- 5.22 The proceedings of the Windsor Licensing Commission shall, at the request of the Applicant and upon payment of a fee determined by the Licence Commissioner, be transcribed in writing and a copy of the transcript shall be made available to the Applicant on payment of such additional fees as may be determined by the Licence Commissioner.
- 5.23 Upon receipt of a notice of the decision of the Windsor Licensing Commission suspending or revoking a Licence, the Licensee shall, within twenty-four (24) hours of service of notice by certified mail or immediately if the notice is personally served, return the Licence to the Licence Commissioner and the Licence Commissioner shall have access to any premises, or other property of the Licensee for the purpose of receiving or taking the same. All Licences not returned within twenty-four (24) hours of service of notice will automatically be deemed invalid.
- 5.24 No person shall refuse to deliver a suspended or revoked Licence to the Licence Commissioner or designate or shall in any way prevent or hinder the Licence Commissioner or designate from receiving or taking the same.
- 5.25 Where a Licence is revoked, the Licensee is entitled to a refund of that part of the Licence fee proportionate to the unexpired part of the term for which it was granted, such refund to be prorated on a monthly basis.
- 5.26 Where the Windsor Licensing Commission renders a decision granting the Applicant the Licence applied for, the Licence shall be issued upon the applicant complying with the terms of this By-law and the conditions imposed on the Licence, if any, and the Applicant shall complete the application within fourteen (14) days of the decision of the Windsor Licensing Commission.
- 5.27 Decisions made by the Windsor Licensing Commission are final.

6 Licensing Requirements

APPLYING TO OBTAIN OR RENEW A LICENCE

- 6.1 Any person seeking to obtain or renew a Rental Housing Unit Licence shall:
 - (a) Be at least eighteen (18) years of age;
 - (b) Complete an application in the form prescribed by the Licence Commissioner, including setting out such information and attaching such additional documentation as may be required by the Licence

Commissioner which includes the information and documentation outlined in Schedule 2;

- (c) Submit their completed application to the Licence Commissioner; and,
- (d) Pay the applicable fee pursuant to Schedule 1.

- 6.2 A separate Licence shall be required for each Rental Housing Unit.
- 6.3 An application shall only be made in person by the Applicant, who at the time of application shall present two (2) forms of government issued identification, one being photo and the other demonstrating proof of status in Canada, to the satisfaction of the Licence Commissioner.
- 6.4 Despite section 6.3, an Authorized Agent of the Applicant may make the application if they have written authorization to do so from at least one (1) of the Applicants along with two (2) forms of government issued identification, one being photo and the other demonstrating proof of status in Canada, to the satisfaction of the Licence Commissioner.
- 6.5 Prior to the issuance of a Licence, a copy of the application may be forwarded for a report or comments to the Medical Officer of Health, the Fire Chief, the Chief Building Official, the Chief of Police and any other departments of the City, and any other public authorities which may have an interest in the licence application, or for such information as may be required under this By-law or any other legislation.
- 6.6 Receipt of the application, request for renewal, or submission of the licence fee shall not constitute approval of the application for, or renewal of, a Licence, nor shall it obligate the City to issue or renew any such Licence.
- 6.7 Despite section 6.6, if a Licensee has remitted the prescribed renewal fee, the Licence shall be deemed to continue until the renewal is granted or refused, subject to the Licensees' avenue for appeal under Part 5 of this By-law.
- 6.8 Every Licence issued under this By-law shall expire on May 31 of the year following issuance unless revoked or otherwise terminated under this By-law prior to that date. When a renewal deadline expires on a Saturday, Sunday or holiday, the act or proceeding may be done or taken on the next following that is a business day.
- 6.9 A Licence may be obtained for one-half the applicable fee as established in Schedule 1 of this By-law if the Licence is obtained on or after February 1 of the same year.

- 6.10 A Licence not renewed by the deadline day shall be deemed to have lapsed at 12:01 a.m. the following day and the person whose name the original Licence was issued under shall not operate a Rental Housing Unit.
- 6.11 Despite section 6.10, a Licence that has not lapsed by more than 356 days from the date of the renewal deadline may still be renewed and the Applicant shall be liable to pay the licence fee established by this By-law together with the penalty of 50% over the base fee.
- 6.12 A Licence that has lapsed more than 365 days from the date of the renewal deadline shall be deemed cancelled and no longer eligible for renewal.
- 6.13 A Licensee who operates with a Licence that has been cancelled under section 6.12 may not apply for a new Licence unless the outstanding renewal fee and late renewal fee has been paid.

CHANGES IN INFORMATION

- 6.14 Every Applicant or Licensee shall notify the Licence Commissioner in writing within seven (7) days of any change in any information contained in the application for a Licence or renewal thereof.
- 6.15 Where the changes in section 6.14 include a change in the legal entity of the Licensee, the existing Licence shall be cancelled and a new Licence shall be obtained by the said legal entity, subject to all of the licensing requirements of this By-law.
- 6.16 Notwithstanding section 6.15, where there is a change in any of the registered owners of a Rental Housing Unit, a new Licence shall be obtained by all the parties operating or proposing to operate a Rental Housing Unit.
- 6.17 Where there is a change to a Rental Housing Unit as a result of a renovation or other similar work, the Owner shall notify the Licence Commissioner, as per section 6.14, and the Licence Commissioner may require such Owner to apply for a new Licence if such renovations or similar work are deemed to be significant.
- 6.18 Where an Owner intends to operate a Rental Housing Unit at a location different than the dwelling unit identified in their application, the existing Licence shall be cancelled and a new Licence shall be obtained before the intended Rental Housing Unit may operate.

7 Regulatory Requirements

REQUIREMENTS FOR OWNERS

- 7.1 No Owner shall allow any person to operate their Rental Housing Unit unless such person has been registered with the City as per Schedule 2 and section 7.4 of this by-law.
- 7.2 Every Owner of a Rental Housing Unit shall operate their Rental Housing Unit in accordance with the conditions of its Licence.
- 7.3 Every Owner shall post the Licence supplied by the City at the time of issuance or renewal, along with any additional documents or materials prescribed in Schedule 2 as being required for display, in a conspicuous place within 1 metre of the Rental Housing Unit's main entrance.
- 7.4 Every Owner shall ensure that the list of Authorized Agents and Operators relating to a Rental Housing Unit is up-to-date and accurate in accordance with Schedule 2 of this By-law.
- 7.5 Notwithstanding the requirements under Schedule 2 and section 7.2 of this By-law, every Owner shall be fully responsible for any and all decisions and actions governed by this By-law, including those taken by an Operator or Authorized Agent, whether or not such individual has been identified as such by the Owner and whether or not such individual was granted explicit permission or authority to make such decisions or take such actions.
- 7.6 The Owner of a Rental Housing Unit may be charged and convicted of an offence under this By-law for which an Operator or Authorized Agent is subject to be charged and on conviction the Owner is liable to the penalty prescribed for the offence.

REQUIREMENTS FOR OPERATORS

- 7.7 No Operator shall operate a Rental Housing Unit unless they are registered with the City for that purpose by the Owner in accordance with Schedule 2 and section 7.4 of this By-law.
- 7.8 Every Operator registered in accordance with Schedule 2 and section 7.4 and who is an Individual Person shall be at least 18 years of age at the time of registration.
- 7.9 Every Operator shall be required to identify themselves upon request by an Officer or any other person authorized to administer or enforce this By-law.

8 Administrative Matters

NOTICE

- 8.1 Any notice or other information required or authorized to be forwarded, given or served under this By-law is sufficiently given if delivered personally or sent by ordinary, prepaid mail addressed to the person to whom delivery is required to be made at the address shown on the application or at last address shown or appearing on the records of the City. In the case of a corporation, this shall include delivery personally or by ordinary, prepaid mail delivered to any Individual Person who acts or appears to act for the benefit of such corporation, including a sales or customer service representative or an individual person employed or contracted by such corporation who is located at the premises of such corporation or any of such corporation's affiliates, subsidiaries or parent corporations, as the case may be.
- 8.2 Where service is effected by ordinary, prepaid mail, it shall be deemed to be made on the fifth (5th) day after the date of mailing, unless the person on whom service is being made establishes to the satisfaction of the Licence Commissioner that they did not, acting in good faith, through absence, accident, illness, or other cause beyond their control, receive the notice or Order until a later date.

MINOR NATURE OF POWERS DELEGATED

- 8.3 For the purposes of section 23.2(4) of the *Municipal Act*, it is the opinion of Council that the powers delegated to the Licence Commissioner, the Windsor Licensing Commission pursuant to this By-law are of a minor nature.

9 Enforcement

POWERS OF AN OFFICER

- 9.1 The provisions of this By-law may be enforced by an Officer.
- 9.2 An Officer who has reasonable grounds to believe that a person has contravened any provision of this By-law may require that person provide identification to the Officer.
- 9.3 Any information provided to the Officer under section 9.2 is presumed to be correct and accurate and is admissible in any proceeding.
- 9.4 All persons who are required by an Officer to provide identification under section 9.2 shall provide such identification to the Officer. Failure to provide sufficient or correct and accurate identification shall constitute an offence as set out under section 9.7 of this By-law.

- 9.5 An Officer may issue an Order to any person governed by the provisions of this By-law, directing such person to:
- (a) discontinue a contravening activity; or
 - (b) do work to correct a contravention.
- 9.6 Failure to comply with an Order under section 9.5 is an offence and every person named in such Order shall be subject to penalties and remedies prescribed under this By-law.
- 9.7 No person shall hinder or obstruct, or attempt to hinder or obstruct, an Officer who is exercising a power or performing a duty under this By-law.

POWERS OF ENTRY AND INSPECTION

- 9.8 Officers, and any person acting under their direction, may, at any reasonable time or at any time when there are reasonable grounds to believe that a contravention of this By-law is occurring or alleged to be occurring and subject to applicable law, enter onto any property to determine if the provisions of this By-law are being complied with.
- 9.9 Officers are authorized, for the purposes of an inspection to determine and enforce compliance with the By-law, to:
- (a) direct an Owner or Operator to provide a Tenant with notice in accordance with the *Residential Tenancies Act, 2006* to allow entry into the unit to carry out an inspection;
 - (b) enter, at any reasonable time, onto any property, other than an occupied Dwelling Unit unless authorized by the occupier of such Dwelling Unit or under the authority of a warrant issued by a court of competent jurisdiction;
 - (c) require any person to produce for inspection any substance, equipment, documents, or other things relevant to the alleged offence or inspection;
 - (d) alone or in conjunction with persons possessing special or expert knowledge, make examinations, take tests, obtain samples, and/or make audio, video and/or photographic records relevant to the alleged offence or inspection; and/or
 - (e) require information from any person concerning the alleged offence or inspection.

10 Offences and Penalties

10.1 Every person who contravenes a provision of this by-law or direction provided by an Officer in order to achieve compliance shall be guilty of an offence and upon conviction shall be liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, C. P.33, and as set out below:

- (a) Upon a first conviction, a fine of not less than \$500 and not more than \$5,000.00.
- (b) Upon a second or subsequent conviction, a fine of not less than \$500.00 and not more than \$10,000.00.
- (c) Upon conviction for a multiple offence, for each offence included in the multiple offence, a fine of not less than \$500.00 and not more than \$10,000.00.
- (d) Upon a first conviction, where the person is a corporation, a fine not less than \$500.00 and not more than \$100,000.00.
- (e) Upon a second or subsequent conviction, where the person is a corporation, a fine of not less than \$500.00 and not more than \$100,000.00.
- (f) Upon conviction for a multiple offence, for each offence included in the multiple offence and where the person is a corporation, a fine of not less than \$500.00 and not more than \$100,000.00.

COLLECTION OF UNPAID PENALTIES AND FINES

10.2 Pursuant to section 441 of the *Municipal Act*, if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under section 66 of the *Provincial Offences Act*, including any extension of time for payment ordered under that section, the City Treasurer or their designate may give the person against whom the fine was imposed written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. The notice shall be sent by registered mail to be delivered to that person at the person's residence or place or business.

10.3 If the fine referred to in section 10.2 remains unpaid after the final date on which it is payable as specified in the notice, the fine shall be deemed unpaid taxes for the purposes of section 351 of the *Municipal Act*.

CONTINUATION, REPETITION PROHIBITED BY ORDER

10.4 The court in which a conviction has been entered, and any court of competent jurisdiction thereafter, may make an Order prohibiting the continuation or

repetition of the offence by the person convicted, and such Order shall be in addition to any other penalty imposed on the Person convicted.

11 Severability

- 11.1 If any provision or part of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

12 Schedules

- 12.1 Schedules attached to and forming part of this by-law:
Schedule 1 – Licence Application and Renewal Fees
Schedule 2 – Required Supporting Documentation

13 Force and Effect

- 13.1 This By-law shall come into force on the XX day of XXX of XXXX.

Schedule 1 – Licence Application and Renewal Fees

	Initial Application	Renewal
Administration	111.80	111.80
Building Inspection	83.70	83.70
Zoning Letter	41.00	--
Fire Inspection	150.00	--
Enforcement	23.94	23.94
Office Expense Overhead	21.95	21.95
Corporate Support Overhead	33.15	33.15
Total	\$466	\$275

Schedule 2 – Required Supporting Documentation

REQUIREMENTS FOR ALL APPLICATIONS

S2.1 Every application to obtain or renew a Residential Rental Licence shall include:

- (a) The municipal address and legal description of the Rental Housing Unit;
- (b) The number of bedrooms within the Rental Housing Unit;
- (c) The name and Contact Information of each Owner;
- (d) If an Owner is a partnership, the name and Contact Information of each partner;
- (e) If an Owner is a corporation:
 - (i) the address of its head office;
 - (ii) the name and Contact Information of each director, officer and shareholder who holds more than 30% of the issued shares in the corporation; and
 - (iii) a Corporate Profile report dated no more than thirty (30) days from the date of application submission
- (f) Proof of ownership of the Rental Housing Unit, satisfactory to the Licence Commissioner;
- (g) Proof of Insurance that:
 - (i) Includes a limit of liability no less than \$2,000,000 (two million dollars) per occurrence for property damage and bodily injury;
 - (ii) Identifies the proposed use of the premise is that of a rental property; and
 - (iii) Requires that the Licence Commissioner be notified of any intended cancellation by the insurer no fewer than fourteen (14) days prior to such cancellation;
- (h) A completed police record check every Owner and Applicant, if different from the Owner, issued by an Ontario Police Service for the jurisdiction in which each Applicant or Owner resides, not more than thirty (30) days before the date of application submission, including:
 - (i) If the Owner or Applicant is a partnership, a completed police records check for each partner; or,

- (ii) If the Owner or Applicant is a corporation, a completed police records check for each director, officer or shareholder who holds more than thirty percent (30%) of the issued shares in a corporation;
- (i) If none of the Owners reside in the City of Windsor, or if the Owner is a corporation, the name and Contact Information of a Local Contact;
- (j) A list for registration by the City of all Authorized Agents at the time of application, including their Contact Information;
- (k) A list for registration by the City of all Operators at the time of application, including their Contact Information;
- (l) A sworn statement by each Applicant certifying the accuracy, truthfulness, and completeness of the application; and,
- (m) Any other information required to be provided under this by-law or as may be requested by the Commissioner.

REQUIREMENTS FOR LICENCE ISSUANCE (NEW LICENCES)

S2.2 In addition to the requirements of S2.1, every application to issue (not renew) a Residential Rental licence shall also include:

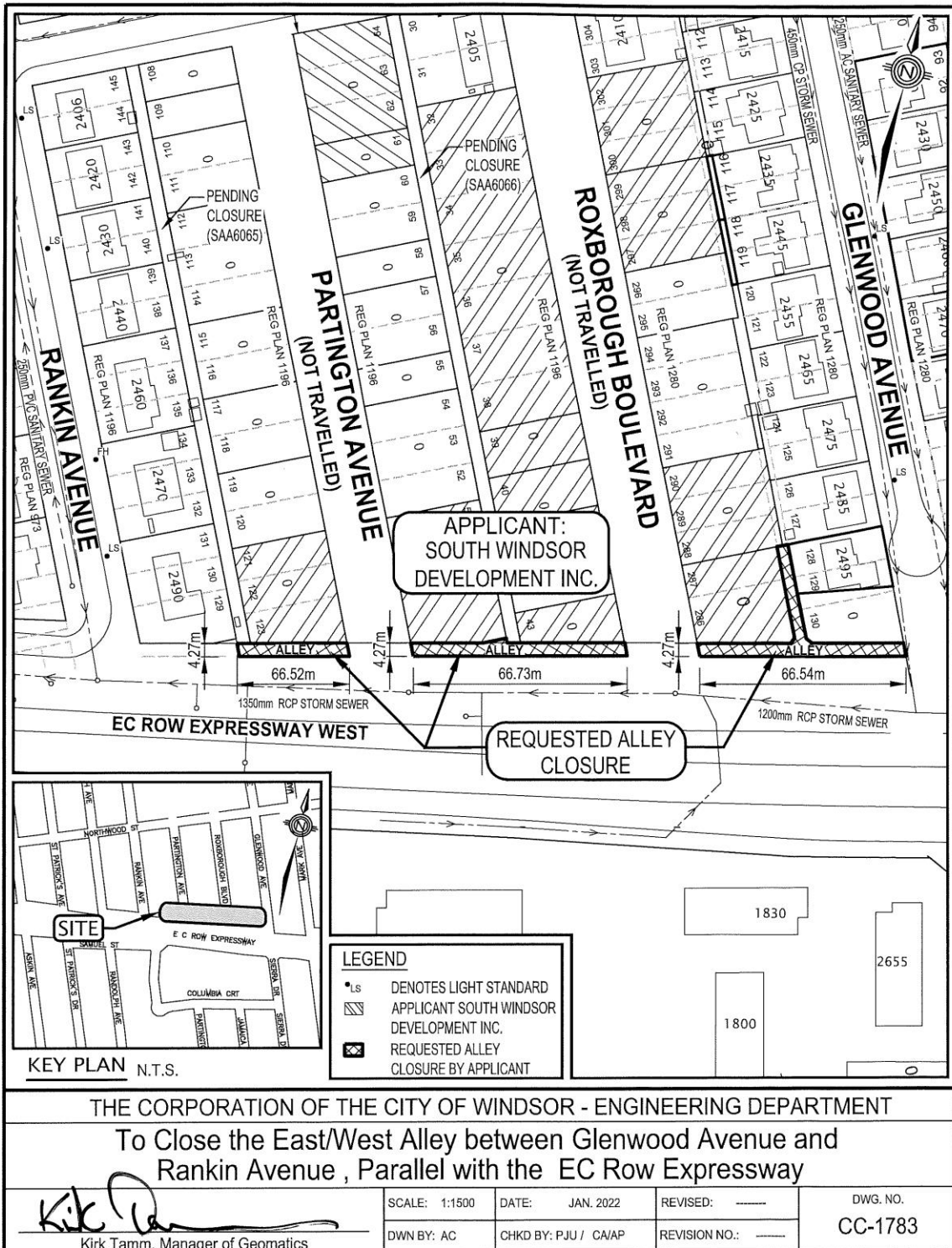
- (a) An inspection certificate from a certified Electrical Safety Authority technician confirming the electrical system is in proper working order, which results from an inspection that was conducted no more than six (6) months prior to the date of application submission; and,
- (b) A completed Property Standards and Safety Checklist;
- (c) A signed written statement that:
 - (i) The Rental Housing Unit is in compliance with the *Building Code Act, 1992* or any regulations made under it, including the Building Code;
 - (ii) The Rental Housing Unit is in compliance with the *Fire Protection and Prevention Act, 1997*, or any regulations made under it, including the Fire Code;
 - (iii) The Rental Housing Unit is in compliance with the *Electricity Act, 1998*, S.O. 1998, c.15, Sched. A, as amended, or any regulations made under it, including the Electrical Safety Code;
 - (iv) The Rental Housing Unit is in compliance with all applicable City By-laws;

- (v) The Owner and any person listed as an Authorized Agent or Operator is aware of all relevant federal and provincial legislation, including the *Human Rights Code*, R.S.O. 1990, c. H. 19, as amended, as well as all relevant municipal by-laws, and that they, and the Rental Housing Unit, will comply with all of them; and
- (vi) The Applicant or Owner confirms the accuracy, truthfulness and completeness of the information submitted.

REQUIREMENTS FOR LICENCE RENEWAL

S2.3 The information or documentation referred to in section S2.2(a) shall only be required for the issuance of a licence, not a renewal, except for every fifth renewal (every 5 years), at which time the Licence Commissioner may require the information or documentation to be produced.

Appendix "A" – Drawing No. CC-1783



DRAINAGE REPORT
FOR THE

NEW DRAIN ALIGNMENT OF A PORTION
OF THE
LACHANCE DRAIN

IN THE
CITY OF WINDSOR &
TOWN OF TECUMSEH



(FINAL)
12 APRIL 2022
MARK D. HERNANDEZ, P.ENG.
DILLON FILE No. 22-3612

Corporation of the City of Windsor
Engineering – Design and Development
350 City Hall Square, Suite 310
Windsor, Ontario
N9A 6S1



Drainage Report for the
NEW DRAIN ALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
In the City of Windsor & Town of Tecumseh

Mayor and Council:

Instructions

The Municipality received a request from Roll No. 090-040-04300 (Pointe East Windsor Ltd.) to repair and improve the Lachance Drain. Council accepted the request under Section 78 of the Drainage Act and on 20 December 2021 appointed Dillon Consulting Limited to prepare a report. The proposed works involves realigning a portion of the existing drain to accommodate a proposed development.

Watershed Description

The Lachance Drain commences along the south side of Intersection Road at Shawnee Road where it flows westerly along a closed channel to approximately the western boundary of Lot 148 where it begins to flow in an open channel until the centre of Lot 140. It then flows southerly for 243 metres. At this point the open channel flows westerly for 797 metres. The open channel drain outlets in to the Little River Drain.

The total length of the drain is approximately 2,442 metres. The watershed area is approximately 82.2 ha (203.1 acres) which consists of approximately 50.9 ha (125.7 acres) within the Town of Tecumseh and 31.3 ha (77.4 acres) within the City of Windsor.

The lands comprising the watershed are under mixed agricultural and residential use. There is little topographic relief. From the Ontario Soil Survey (provided by the Ontario Ministry of Agriculture, Food and Rural Affairs), the principle surficial soil in the study area is described as Brookston Clay. Brookston Clay is characterized as a very slow draining soil type. Most of the agricultural land parcels are systematically tiled.

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Fax
519.948.5054

Drain History

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

- 3 May 2019 by Mark D. Hernandez, P.Eng.: The report recommended the repair and improvement of the entire drain including brushing, cleaning of existing culverts and the establishment of grass buffer strips.
- 7 September 1988 by Lou Zarlenga, P.Eng.: This report recommends the improvement of the entire drain including the replacement of all culverts. The existing drain including culverts was found to be in disrepair. Further, a proposed residential development at the upstream end of the Lachance Drain required the improvements which were in addition to the maintenance activities. The report included a recommendation that all excess excavated material be trucked away.
- 3 August 1968 by C.G.R. Armstrong, P.Eng.: This report recommended cleaning of the drain to address accumulated sediment.

On-Site Meeting

An on-site meeting was held on 14 March 2022. A record of this meeting is provided in Schedule 'A-1', which is appended hereto.

Survey

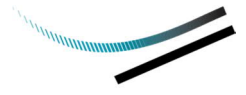
Our survey was carried out on 3 March 2022. The survey is comprised of the recording of topographic data in the location of proposed new drain.

Design Considerations

The Design and Construction Guidelines published by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) recommends that open drainage systems and farm crossings serving farmlands be designed to effectively contain and convey the peak runoff generated from a storm event having a frequency of occurrence of 1 in 2 years. The new open drain has been designed to have the same conveyance capacity as the existing drain.

In addition, we have reviewed the performance of the realigned drain during a 1:100 year storm event and have found that the hydraulic grade lines are reduced by approximately 0.03m. We have also reviewed the Little River Floodplain Mapping Study which is currently being completed and have found that the revised drain alignment does not fall within an existing floodplain.

We believe that these design standards should provide a reasonable level of service, but it should be clearly understood that runoff generated from large storms or fast snow melts may sometimes exceed the capacity of the proposed systems and result in surface ponding for short periods of time.



Allowances

In accordance with Sections 29 and 30 of the Drainage Act, we have made a determination of the amount to be paid for damages to the lands and crops (if any) occasioned by the operation of equipment and the disposal of material excavated from the drain. We have not provided a land allowance since the lands occupied by the abandoned drain when filled will become re-usable and no longer encumbered. Where the existing drain is infilled, the regained land will offset the land used for the new alignment and the grass buffer strips. Therefore, no Section 29 allowances have been provided in this report.

For affected lands which are presently occupied by the abandoned Lachance Drain, we have not provided a damage allowance since the said lands occupied by the abandoned drain when filled in become re-usable and are no longer encumbered. For the lands which may be disturbed during the drain excavation works, we have recommended the restoration to original or better than original conditions in lieu of providing a damage allowance.

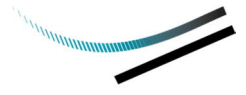
Recommendations and Cost Estimate

We recommend the existing drain segment between Station 0+797 and Station 1+706 be replaced with a new drain alignment to accommodate a new land development. The overall length of the realignment is approximately 1,030 metres comprised of an open channel. The proposed open drain shall have a 1.5 metre bottom width with 1.5:1 side slopes so as not to decrease the habitat footprint that the existing drain currently provides and to promote bank stability.

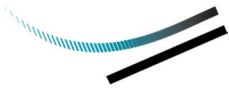
The drain realignment is to be constructed off-line of the existing drain. The banks of the new open channel shall be fully vegetated and stabilized with stone erosion protection prior to connecting the new alignment and infilling the existing drain.

In regards to existing farm tile drainage, it shall be the responsibility of the landowner to provide for the relocation and extension thereof which presently outlet into the drain section to be abandoned. The new outlets into the realigned drain are entirely at the landowner's expense. Where existing farm tiles are directly crossed by the new drain alignment, the Contractor shall be required to provide a new outlet into the realigned drain.

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 New Drain Alignment of a Portion of the Lachance Drain be repaired and improved as described below:



Item	Description	Amount
	<u>OPEN DRAIN WORK</u>	
1.	Brushing within existing drain channel from Station 0+797 to Station 1+706 including disposal by stockpiling and burning on adjacent agricultural lands or by trucking off-site.	\$2,500.00
2.	Strip topsoil full depth (minimum 300 mm thickness) over the entire drain realignment cross section width prior to drain excavation (approximately 11,500 m ²). All topsoil materials shall be deposited on the lands adjacent to the working corridor and kept separate from drain excavation materials.	\$23,000.00
3.	Excavate new open drain along proposed alignment, approximately 1,030 lineal metres, Station 0+788A to Station 1+818A (approximately 17,720 m ³) including trucking to temporary stockpile area on south side of abandoned Lachance Drain.	\$240,000.00
4.	Removal and restoration of existing chainlink fence at Station 0+788A to accommodate drain construction.	\$1,000.00
5.	Remove all vegetation and organic materials from existing drain channel cross section prior to infilling drain. Fill existing drain channel, Station 0+797 to Station 1+706, including compaction (approximately 8,730 m ³).	\$70,000.00
6.	Placement of existing topsoil including fine grading over the following:	
	a) On top of the old drain course at 300 mm depth (approximately 7,800 m ²).	\$15,600.00
	b) On new drain banks at 50 mm depth (approximately 13,600 m ²).	\$27,200.00
7.	Removal and disposal of existing culverts, as follows:	
8.	a) Bridge No. 3-1350 mm diameter, 9.2 m long	\$1,500.00



Item	Description	Amount
	b) Bridge No. 4-1300 mm diameter, 13.9 m long	\$1,500.00
9.	Hydraulic seeding (bonded fibre matrix) of new re-aligned drain channel including 1 metre grass buffer on both sides and full bank slopes from Station 0+788A to 1+818A (approximately 14,630 m ²).	\$102,000.00
10.	Supply and installation of stone erosion protection (minimum 300 mm thickness), as follows:	
	a) Drain bank erosion protection on both banks at Station 0+788A (approximately 135 m ²).	\$10,800.00
	b) Drain bank erosion protection on both banks at bend at Station 1+414A to Station 1+433A (approximately 240 m ²).	\$19,200.00
	c) Drain bank erosion protection on both banks at bend at Station 1+775A to Station 1+818A (approximately 490 m ²).	\$39,000.00
11.	Excavation of a 300 mm deep and 2.0 m wide bottom, refuge stilling pool in the channel below the design gradeline (6 m long) immediately downstream of new drain alignment. Also included is a 300 mm thick stone rip rap lining complete with filter fabric underlay.	\$1,600.00
12.	Temporary silt control measures during construction	\$800.00
	SUB-TOTAL – EXCLUDING SECTION 26 COSTS	\$555,700.00
13.	Survey, report, assessment and final inspection (cost portion)	\$23,500.00
14.	Expenses and incidentals (cost portion)	\$1,500.00
15.	ERCA application, review and permit fee	<u>\$800.00</u>
	TOTAL ESTIMATE – LACHANCE DRAIN	\$581,500.00

The estimate provided in this report excludes applicable taxes and 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*).

We have assessed the estimated costs against the affected lands and roads as listed in Schedule 'C' under "Value of Special Benefit", "Value of Benefit" and "Value of Outlet." Details of the Value of Special Benefit listed in Schedule 'C' are provided in Schedule 'D'.

Assessment Rationale

Special Benefit assessments shown in Schedule 'C' were derived as follows:

1. As the proposed works are directly a result of the proposed development and the entire drain was repaired and improved in 2019, the realignment costs and all associated construction and engineering costs for preparation and consideration of this report shall be assessed 100% against the landowner (Pointe East Windsor Ltd.) of Roll No. 090-040-04300.

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

After completion, the new drain alignment shall be maintained by the City of Windsor for the respective portion of drain located within the municipality at the expense of the lands and road herein assessed in Schedule E," 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.

We recommend that the costs of future works of repair and maintenance of the New Alignment of a Portion of the Lachance Drain be carried out as described below:

1. For tile main outlet repairs including stone erosion protection as required, at the location of the said main tile outlets, the Drainage Superintendent and/or Engineer may direct the contractor to make these repairs at the expense of the landowner. Private tile repairs shall be assessed 100% against the property on which the said tile exists.
2. Bank failure repairs caused by surface water inlets on abutting lands along the drain shall be assessed 100% to the abutting landowner.

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: Overall Watershed Plan

Page 2 of 5: Detail Plan

Page 3 of 5: Profile

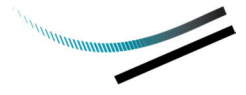
Page 4 of 5: Cross Sections

Page 5 of 5: Miscellaneous Details

Approvals

The construction and/or improvement to drainage works, including repair and maintenance activities, and all operations connected there 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 (eligible for farm tax credit). The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. In this particular circumstance, the entire cost of the work will be levied against Pointe East Windsor Ltd. and therefore, none of the assessed cost is eligible for a grant from the Ministry of Agriculture, Food and Rural Affairs. We are not aware of any lateral drains involved in this work that would not be eligible for a grant. We recommend that application be made to the 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.

Respectfully submitted,

DILLON CONSULTING LIMITED

Mark D. Hernandez, P.Eng.

MDH: wlb

Our File: 22-3612



Meeting Minutes

Subject: Realignment of the Lachance Drain
 Date: March 14, 2022
 Location: Virtual Conference Call
 Our File: 22-3612
 Distribution: Distribution

Attendees

Sam Paglia	Drainage Superintendent, Town of Tecumseh
Andrew Dowie	Drainage Superintendent, City of Windsor
Mark Fishleigh	County of Essex
Boro Samcevic	Landowner
Anna Franck	Landowner
Frank Gresch	Landowner
Mark Hernandez	Dillon Consulting Ltd.
Oliver Moir	Dillon Consulting Ltd.

Notes

Item	Discussion	Action by
1.	Andrew Dowie provided a brief introduction to the project.	
2.	Mark Hernandez provided the following information on the project:	
2.1.	The proposed realignment of the drain is to be along Banwell Road and the railway with the purpose of opening the Pointe East lands for development.	
2.2.	The realigned drain will have the same or better performance than the existing drain.	
2.3.	The report will have an expedited timeline. It is anticipated the report will be submitted this month for consideration where notices for the Meeting to Consider along with the report will be sent to landowners.	
2.4.	The survey has been completed.	
2.5.	The report will include drain history, design considerations, a cost estimate of the proposed work, drawings, specifications and details of how the cost of the work and future work will be assessed.	
2.6.	Since the proposed work is for the benefit of Pointe East Windsor Ltd. only, and the drain was just recently maintained and paid for by the watershed, no cost will be assessed to upstream lands.	
2.7.	There will be two (2) assessment schedules, one for capital costs and one for future maintenance.	
2.8.	The future maintenance schedule for the drain will show the proportions of the cost that upstream landowners will be required to pay.	
3.	Mark Hernandez acknowledged there have been many drainage works on the	

Item	Discussion	Action by
4.	Lachance Drain and that it is solely due to timing of landowners requests. Anna Franck commented on lots of flooding on both sides of Banwell Road. What are the plans for stormwater management for future development?	
4.1.	Mark Hernandez responded that additional flows require a stormwater management plan that has to be submitted to the City for review and approval.	
5.	Boro Samcevic asked if this report was for a development?	
5.1.	Mark Hernandez responded 'yes'.	
6.	Boro Samcevic asked if this report was upgrading the drain for the developer's benefit?	
6.1.	Mark Hernandez responded that the relocation of the drain is for the developer's benefit.	
7.	Boro Samcevic asked if we will be receiving more documents and notices of meetings?	
7.1.	Andrew Dowie indicated that the notice for the Meeting to Consider and the final report will be mailed out to landowners prior to the target date of April 26.	
8.	Boro Samcevic asked who pays the future maintenance assessments should the landowner change?	
8.1.	Mark Hernandez identified that all assessments are tied to the property, not the property owner.	

Errors and/or Omissions

These minutes were prepared by Oliver Moir who should be notified of any errors and/or omissions.

"SCHEDULE C"
SCHEDULE OF ASSESSMENT
REALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
CITY OF WINDSOR & TOWN OF TECUMSEH

CITY OF WINDSOR

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
090-040-04300	3	Plan 65 Lot 13-18 Pt. Lot 12	44.43	17.98	Pointe East Windsor Limited	\$581,500.00	\$0.00	\$0.00	\$581,500.00
Total on Privately-Owned - Agricultural Lands.....						\$581,500.00	\$0.00	\$0.00	\$581,500.00
TOTAL ASSESSMENT (City of Windsor)						\$581,500.00	\$0.00	\$0.00	\$581,500.00
			(Acres)	(Ha.)					
Total Area:			44.43	17.98					

"SCHEDULE D"
DETAILS OF SPECIAL BENEFIT
REALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
CITY OF WINDSOR

SPECIAL BENEFIT ASSESSMENT
(AGRICULTURAL LANDS NON - GRANTABLE)

Roll No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
090-040-04300	Pointe East Windsor Ltd.	Costs associated with realignment of the drain	\$555,700.00	\$25,800.00	\$581,500.00
Total Special Benefit Assessment (Agricultural Lands Non-Grantable).....			\$555,700.00	\$25,800.00	\$581,500.00
OVERALL TOTAL SPECIAL BENEFIT ASSESSMENT					\$581,500.00

"SCHEDULE E"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
REALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
CITY OF WINDSOR & TOWN OF TECUMSEH

CITY OF WINDSOR

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Banwell Road	2.45	0.99	City of Windsor	\$0.00	\$468.00	\$306.00	\$774.00
Total on Municipal Lands.....				\$0.00	\$468.00	\$306.00	\$774.00

PRIVATELY-OWNED - AGRICULTURAL LANDS (GRANTABLE)

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
090-040-04300	3	Plan 65 Lot 13-18 Pt. Lot 12	44.43	17.98	Pointe East Windsor Limited	\$0.00	\$1,018.00	\$1,104.00	\$2,122.00
090-040-03700	3	N. Pt. Lot 141	21.35	8.64	Pointe East Windsor Limited	\$0.00	\$322.00	\$345.00	\$667.00
090-040-03600	3	N. Pt. Lot 140	9.19	3.72	Pointe East Windsor Limited	\$0.00	\$137.00	\$126.00	\$263.00
Total on Privately-Owned - Agricultural Lands (Grantable).....				\$0.00	\$1,477.00	\$1,575.00	\$3,052.00		
TOTAL ASSESSMENT (City of Windsor)				\$0.00	\$1,945.00	\$1,881.00	\$3,826.00		

(Acres) (Ha.)
Total Area: 77.42 31.33

TOWN OF TECUMSEH

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Block 'A'							
Roads	6.08	2.46	Town of Tecumseh	\$0.00	\$156.00	\$753.00	\$909.00
Lands	18.66	7.55	Town of Tecumseh	\$0.00	\$286.00	\$1,390.00	\$1,676.00
Intersection Road	2.84	1.15	Town of Tecumseh	\$0.00	\$73.00	\$353.00	\$426.00
Total on Municipal Lands.....				\$0.00	\$515.00	\$2,496.00	\$3,011.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
570-45990	2	Pt. Lot 146 RP12A4263 Pt. 1	1.68	0.68	Heather & Daniel Smith	\$0.00	\$12.00	\$59.00	\$71.00
570-46100	3	Pt. Lot 145 RP12R10430 Pt. 2	2.37	0.96	Jean & Alec Fauteux	\$0.00	\$14.00	\$68.00	\$82.00
570-46150	2	Pt. Lot 145 RP12R10430 Pt. 1	0.99	0.40	Emelie & David Pedro	\$0.00	\$10.00	\$49.00	\$59.00
570-46200	3	N. Pt. Lot 144 RP12R11521 Pt. 3	0.82	0.33	Georgeo Ahad	\$0.00	\$10.00	\$48.00	\$58.00
570-46202	3	Pt. Lot 144 RP12R21404 Pts. 1&2	0.59	0.24	Veerpal & Tejpal Sanghera	\$0.00	\$8.00	\$41.00	\$49.00
570-46203	3	Pt. Lot 144 RP12R11521 Pts. 4&5	0.79	0.32	Lisa & John Sisti	\$0.00	\$10.00	\$47.00	\$57.00
570-46205	3	Pt. Lot 144 RP12R11521 Pts. 6&7	0.79	0.32	Dobrivoje Vukovic	\$0.00	\$10.00	\$47.00	\$57.00
570-34700 (Severed Parcel)	3	Pt. Lot 148	0.55	0.22	Clement & Jeannette Lachance	\$0.00	\$8.00	\$39.00	\$47.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$82.00	\$398.00	\$480.00

PRIVATELY-OWNED - AGRICULTURAL LANDS (GRANTABLE)

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
570-45902	2	Lot 147&148 RP12R1064 Pt. 2	6.47	2.62	2034053 Ontario Limited	\$0.00	\$33.00	\$161.00	\$194.00
570-45950	2	Pt. Lot 146 RP12R4263 Pt. 2 RP12R5826 Pts. 1&2	6.00	2.43	1486044 Ontario Limited	\$0.00	\$31.00	\$149.00	\$180.00
570-45930	2	W. Pt. Lot 147 RP12R8571 Pt. 1	6.18	2.50	1486044 Ontario Limited	\$0.00	\$32.00	\$153.00	\$185.00
570-34700	3	Pt. Lot 148	19.22	7.78	Clement & Jeannette Lachance	\$0.00	\$98.00	\$478.00	\$576.00
570-34550	3	Pt. Lot 147 RP12R13756 Pt. 2	16.31	6.60	Clement Lachance	\$0.00	\$83.00	\$405.00	\$488.00
570-34500	3	N. Lot 144 to N. Pt. Lot 147 RP12R13756 Pt. 1	35.38	14.32	Eugene Lachance	\$0.00	\$181.00	\$879.00	\$1,060.00

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Total on Privately-Owned - Agricultural Lands (Grantable).....						\$0.00	\$458.00	\$2,225.00	\$2,683.00
TOTAL ASSESSMENT (Town of Tecumseh)						\$0.00	\$1,055.00	\$5,119.00	\$6,174.00
			(Acres)	(Ha.)					
Total Area:			125.72	50.88					
OVERALL TOTAL ASSESSMENT (City of Windsor & Town of Tecumseh).....						\$0.00	\$3,000.00	\$7,000.00	\$10,000.00
			(Acres)	(Ha.)					
Total Area:			203.14	82.21					

"SCHEDULE F"
DRAINAGE REPORT FOR THE
NEW DRAIN ALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
IN THE CITY OF WINDSOR & 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

- Brushing within existing drain channel from Station 0+797 to Station 1+706 including disposal by stockpiling and burning on adjacent agricultural lands or by trucking off-site.
- Strip topsoil full depth (minimum 300 mm thickness) over the entire drain realignment cross section width prior to drain excavation (approximately 11,500 m²). All topsoil materials shall be deposited on the lands adjacent to the working corridor and kept separate from drain excavation materials.
- Excavate new open drain along proposed alignment, approximately 1,030 lineal metres, Station 0+788A to Station 1+818A (approximately 17,720 m³).
- Removal and restoration of existing chainlink fence at Station 0+788A to accommodate drain construction.
- Remove all vegetation and organic materials from existing drain channel cross section prior to infilling drain. Fill existing drain channel, Station 0+797 to Station 1+706, including compaction (approximately 8,730 m³).
- Placement of existing topsoil including fine grading over the following:
 - On top of the old drain course at 300 mm depth (approximately 7,800 m²).
 - On new drain banks at 50 mm depth (approximately 12,600 m²).

- Removal and disposal of existing culverts, as follows:
 - Bridge No. 3-1350 mm diameter, 9.2 m long
 - Bridge No. 4-1300 mm diameter, 13.9 m long
- Hydraulic seeding of new re-aligned drain channel including 1 metre grass buffer on both sides and full bank slopes from Station 0+788A to 1+833A (approximately 14,630 m²).
- Supply and installation of stone erosion protection (minimum 300 mm thickness), as follows:
 - Drain bank erosion protection on both banks at Station 0+788A (approximately 135 m²).
 - Drain bank erosion protection on both banks at bend at Station 1+414A to Station 1+433A (approximately 240 m²).
 - Drain bank erosion protection on both banks at bend at Station 1+775A to Station 1+818A (approximately 490 m²).
- Excavation of a 300 mm deep and 2.0 m wide bottom, refuge stilling pool in the channel below the design gradeline (6 m long) immediately downstream of new drain alignment. Also included is a 300 mm thick stone rip rap lining complete with filter fabric underlay.
- Temporary silt control measures during construction

3.0 ACCESS TO THE WORK

Access to the existing drain from Station 1+040 to Station 1+706 and the new alignment from Station 0+800A to 1+818A shall be from the west side of Banwell Road (just south of Bridge No. 5). 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. From Station 0+720 to Station 0+800 access to the drain shall be through property Roll No. 090-040-03502 (City of Windsor). The Contractor shall limit activity to be within the working corridors. The existing fence is to be temporarily removed and reinstated following the work. Any damage to the fence is to be at Contractor's expense.

4.0 WORKING AREA

For the repair and improvement of the Lachance Drain, the working corridor shall be 12 metres north of the north top of bank from Station 0+788A to Station 1+423A which includes the 1.0 metre grass buffer strip. From Station 1+423A to Station 1+818A the

working corridor shall be 12 metres west of the west top of bank which includes the 1.0 metre grass buffer strip. From Station 1+040 to Station 1+706 on the existing drain the existing 9 metre working corridor on the south side of the drain shall be widened to 25 metres to accommodate the stockpiled material. From Station 0+788 to Station 1+040 on the existing drain the working corridor shall be 9 metres on the east side of the drain on Roll No. 090-040-03600 (Pointe East Windsor Ltd.) to accommodate the filling in of the existing drain. The excess material shall be temporarily stockpiled along the 25 m wide corridor or in an alternative location as agreed to by the Drainage Superintendent and landowner. Banwell Road shall remain open during the construction period and traffic control (found in General Specifications) maintained at all times. Temporary lane closures will only be considered with the approval of the Road Authority.

FROM STA.	TO STA.	PRIMARY (See Note 1)	SECONDARY (See Note 2)
0+788A	1+423A	12 m wide on north side of drain	Sanitary sewer easement on the south side of drain
1+423A	1+818A	12 m wide on west side of drain	Road Conveyance Corridor on east side of drain

Note 1: *Primary working corridor* indicates the access corridor along the side of the drain where excavation and levelling is recommended (unless noted otherwise below and/or in the specifications, as well as all purposes listed for Secondary Working Corridors).

Note 2: *Secondary working corridor* indicates the access corridor alongside the drain where construction equipment may travel for the purpose of trucking, drain bank repairs, tile inlet repairs, surface water inlet repairs, grass buffer strips and other miscellaneous works.

No disposal of fill or levelling of materials shall be permitted within a secondary working corridor. As further specified, use of this secondary working corridor may be further restricted due to site condition. Read all specifications, drawings and/or notes before completing works.

*Note: *In the event that a landowner owns the property on both sides of the drain, the landowner can choose which side of the drain to place the spoil. The landowner should advise the Drainage Superintendent of their preference of spoil placement before improvements to the drain are made so that the Drainage Superintendent can notify the Contractor in advance. If the landowner selects the opposite side from the identified working corridor, the contractor may temporarily use the selected side of the drain. The permanent working corridor will remain as identified in this report until revised through a future report under the Act.*

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 NEW OPEN DRAIN CONSTRUCTION

6.1 Setting Out

Benchmarks are provided on the attached drawings. From these benchmarks, 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 centreline stakes, grade stakes, offsets, and sight rails.

If, during the setting out, the Contractor finds a discrepancy in the benchmarks provided by the Engineer in the attached drawings, 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 take every precaution and to ensure that the property limit is clearly and regularly marked and to have its accuracy confirmed by a professional land surveyor prior to constructing any part of the new drain.

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.

6.2 Profile and Excavation of New Drain Construction

Excavation shall be carried out in accordance with the profile shown on the drawings for the drain relocation. 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 re-shaped. 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.

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 outlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

6.3 Topsoil Stripping, Salvaging and Re-use on new drain banks

Prior to any drain excavation from Station 0+788A to Station 1+818A, the topsoil shall be stripped across a minimum 12 m width over the proposed new drain location (1,030 m length) and temporarily stockpiled within the designated working corridors. Drain excavation materials shall be stockpiled separately. The salvaged topsoil shall be trucked within the working corridor where it can be later spread and levelled to a minimum 50 mm thickness on the banks of the newly constructed drain alignment and on the existing filled in drain to a minimum 300 mm thickness. It is anticipated that the amount of topsoil stripped will be greater than the amount required to fully dress the banks of the new drain alignment, however if needed, the Contractor may elect to import screened topsoil to complete the work at their expense. Excess topsoil shall not be removed from the site.

6.4 Construction of relocated drain portion offline

The Contractor shall construct the realigned Lachance Drain offline from Station 0+788A continuing upstream to Station 1+818A and stopping short of and without connecting into the abandoned Lachance Drain at Station 0+788. The purpose of the off line drain construction is to fully establish a grass lined channel and stabilize the banks to minimize erosion and sediment transport once the off-line drain is subsequently connected. Over this time period, the abandoned Lachance Drain shall remain open and drainage maintained through the original alignment.

During the construction of the off-line drain, the temporary stockpiled materials along the east and south sides of the abandoned Lachance Drain shall be placed no closer than 2 m from the edge of the drain. Openings to be provided within the stockpiled windrow where necessary to ensure surface drainage is maintained. Prior to constructing the off-line drain, the rock flow check dam shall be installed across the bottom of the drain in accordance with specification OPSD 219.211.

6.5 Stone erosion protection on new drain banks

Stone erosion protection at the drain bend locations, where specified, shall be constructed at same time as the new channel excavation between Station 0+788A and Station 1+818A.

6.6 Filling and Levelling of Abandoned Lachance Drain

Native soil materials excavated from the new Lachance Drain alignment shall be used to fill the portion of the abandoned Lachance Drain original alignment. The work may proceed once approval has been given to connect the offline relocated Lachance Drain at Station 1+818A. Prior to the infilling of the open drain, the Contractor shall remove all vegetation, organic debris and topsoil from the existing drain. The native materials used to fill the drain shall be placed in maximum 250 mm loose lifts and compacted with a sheepsfoot type compaction equipment capable of achieving 95% of the maximum standard proctor density or better. For any existing lateral and main tile outlets that may exist within abandoned Lachance Drain, the Contractor shall mark them for future relocation. The relocation of lateral drain tiles is the responsibility of the landowner.

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 ROCK CHECK DAM

Rock check dam shall be installed at the downstream end of the proposed works prior to commencing construction. The location and exact dimensions of the rock check dam will be confirmed with the Drainage Superintendent prior to installation. Installation shall be in accordance with OPSD 219.211 with the modifications to size as discussed with the Drainage Superintendent.

The rock check dam will not be removed until vegetation is established in the new channel or as directed by the Drainage Superintendent.

9.0 HYDRAULIC SEEDING OF DRAIN BANKS ON NEW DRAIN CHANNEL

The newly established drain banks and all existing grassed areas disturbed by construction shall be hydraulic mulch seeded as specified herein. 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.

Bonded Fibre Matrix shall consist of thermally refined wood fibers and 10% cross-linked hydro-colloidal tackifiers. It should be 100% biodegradable. The curing period shall be not more than 48 hours. Bonded Fibre Matrix shall be hydraulically applied and after application be capable of adhering to the soil. In a dry state, shall be comprised of not

less than 70% by weight of long, stranded wood fibres held together by organic or mineral bonding agents or both.

Bonded Fibre Matrix shall be applied at a minimum rate of 3,700 kg of dry product per 10,000 m². It shall be thoroughly mixed with water in a hydraulic seeder and mulcher at a rate of 20-30 kg of dry product to 500-600 litres of water to form a homogeneous slurry. Refer to OPSS.PROV 804 for specifications.

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

Creeping Red Fescue	20%
Meadow Fescue	30%
Tall Fescue	30%
Timothy	10%
White Clover	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m². Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis. The 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.

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.

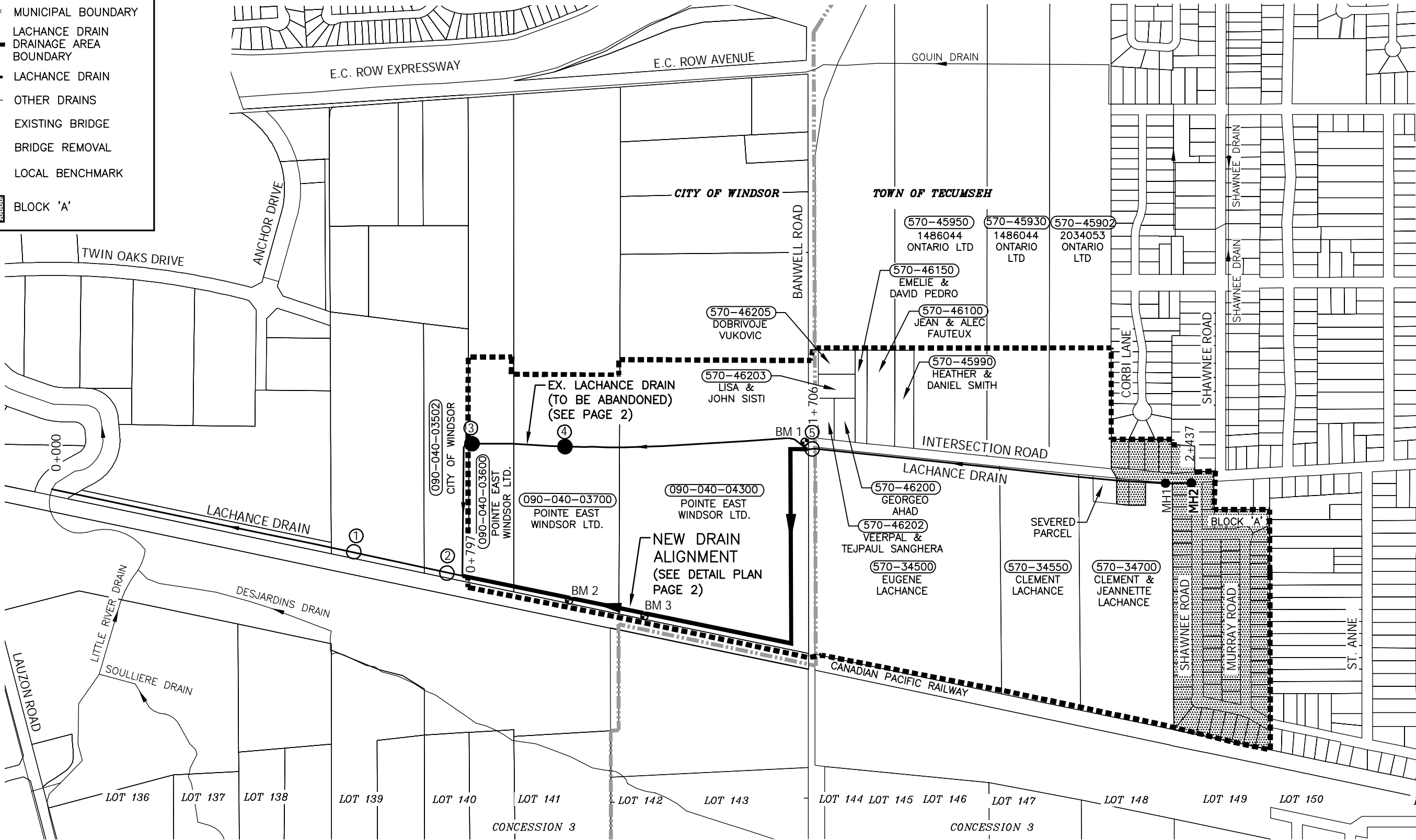
17.0 FISHERIES CONCERNS

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.



LEGEND

- MUNICIPAL BOUNDARY
- - - LACHANCE DRAIN DRAINAGE AREA BOUNDARY
- LACHANCE DRAIN
- OTHER DRAINS
- EXISTING BRIDGE
- BRIDGE REMOVAL
- ⊕ LOCAL BENCHMARK
- ▨ BLOCK 'A'



WATERSHED PLAN
SCALE=1:7,500

'SCHEDULE G'



Conditions of Use

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Do not scale dimensions from drawing.

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1	FINAL REPORT SUBMISSION	APR. 12/22	MDH

DESIGN	REVIEWED BY
MDH	CDP
DRAWN	CHECKED BY
WLB	TRO
DATE	April 12, 2022
SCALE	AS SHOWN

PROJECT NO. 22-3612

DRAWING SCALES BASED ON A 11" X 17" SHEET

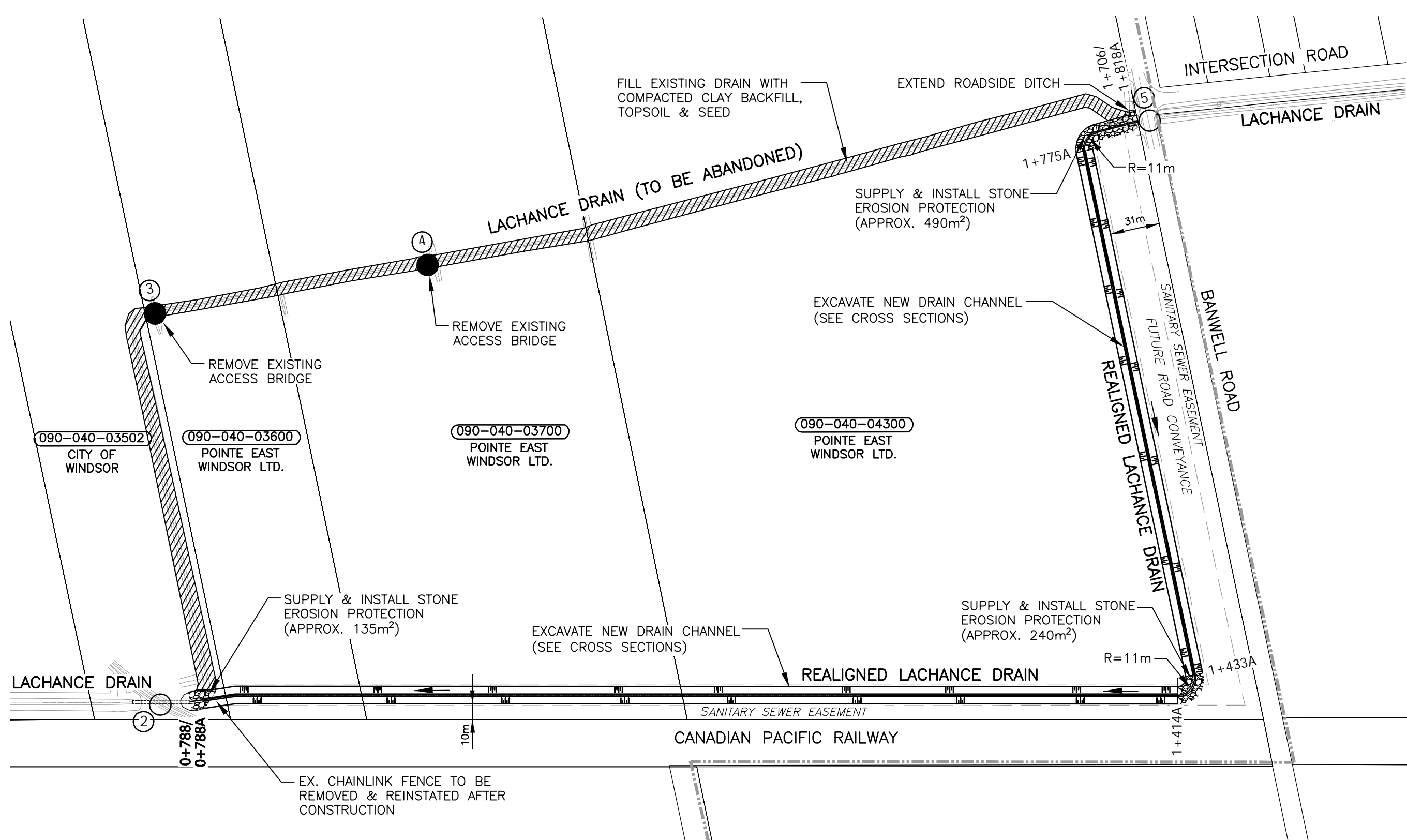
Drainage Report for the
NEW DRAIN ALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
City of Windsor & Town of Tecumseh

SHEET TITLE
OVERALL WATERSHED PLAN

PAGE NO. 1 of 5

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DETAIL
SCALE=1:2,500



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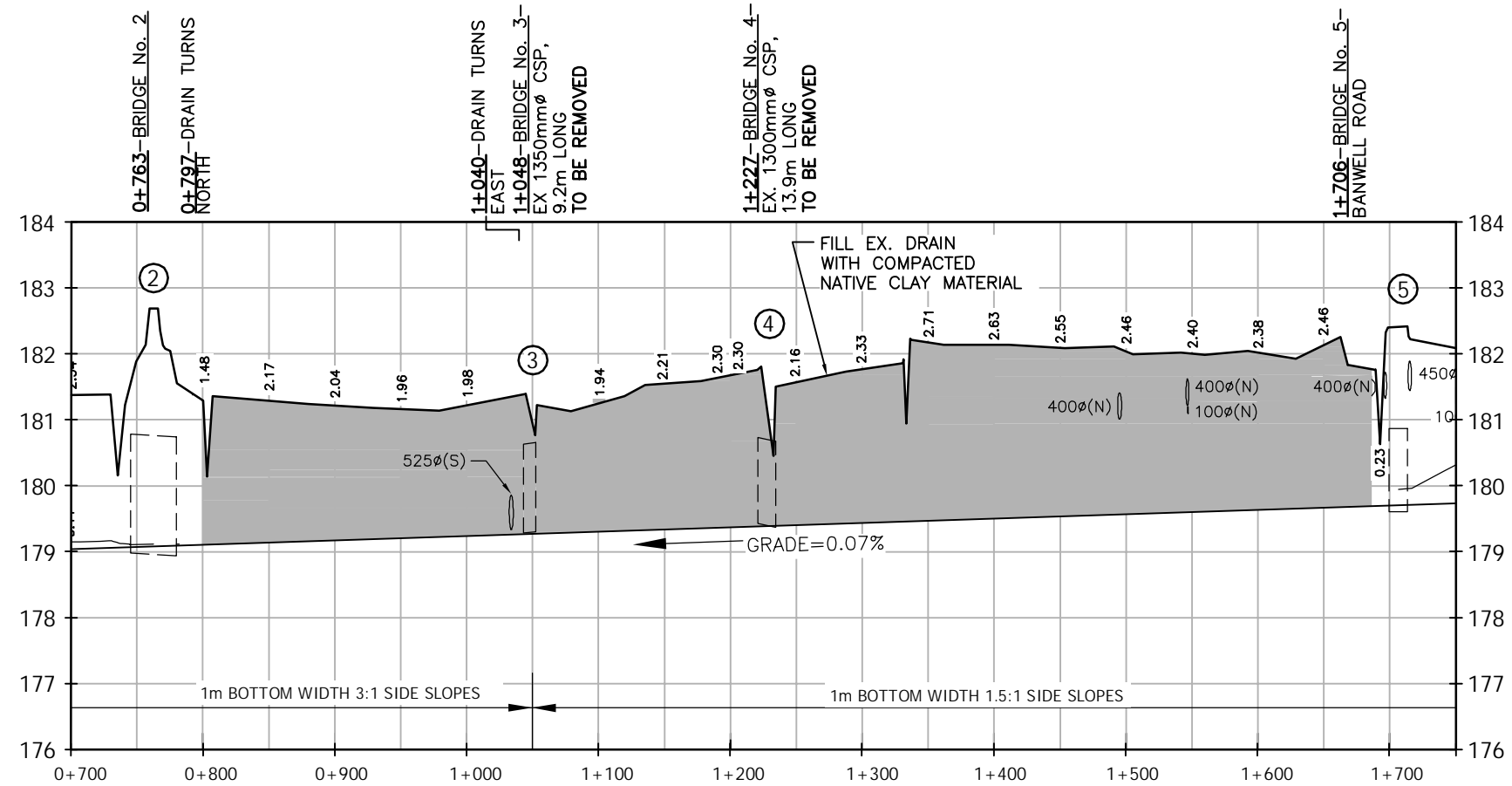
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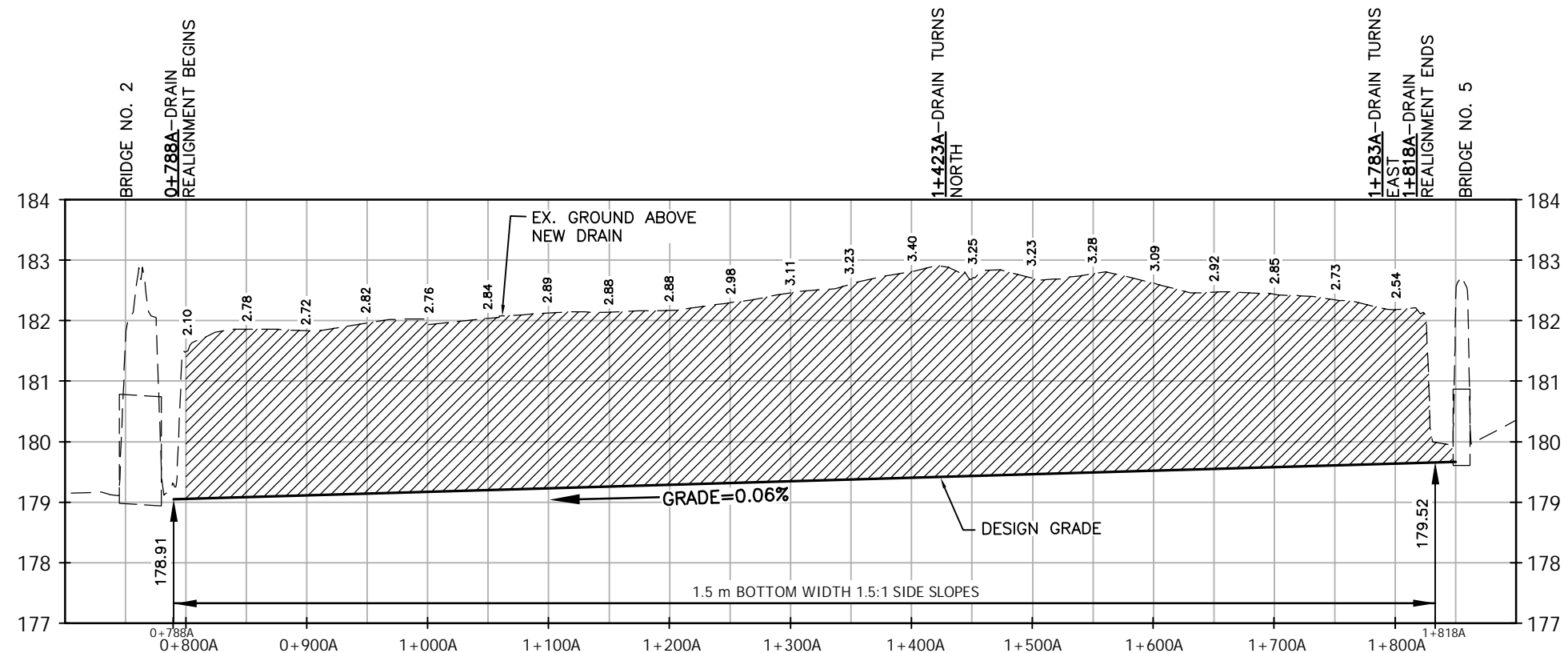
PROJECT NO. 22-3612
DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G'
Drainage Report for the
NEW DRAIN ALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
City of Windsor & Town of Tecumseh

SHEET TITLE: **DETAIL PLAN**
PAGE NO.: 2 of 5



EXISTING PROFILE
SCALE-HORIZ.=1:5,000
VERT.=1:100



PROPOSED REALIGNED PROFILE
SCALE-HORIZ.=1:5,000
VERT.=1:100

'SCHEDULE G'



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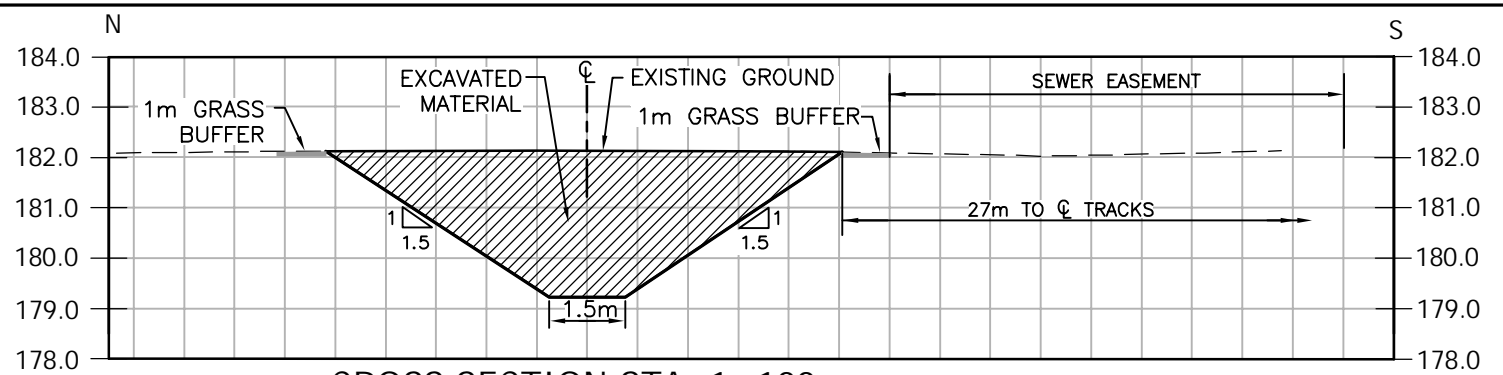
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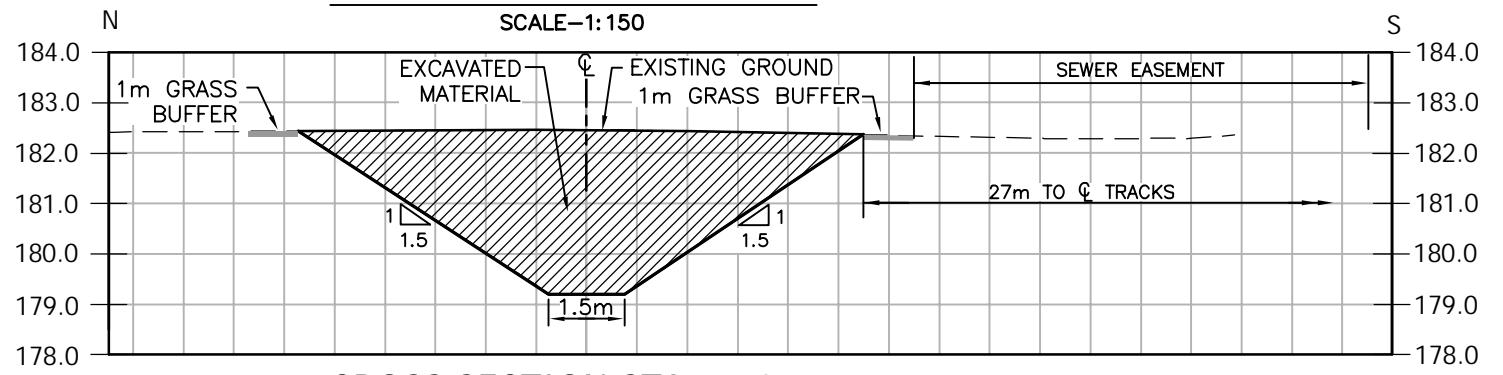
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DRAWING SCALES BASED ON A 11" X 17" SHEET	

Drainage Report for the NEW DRAIN ALIGNMENT OF A PORTION OF THE LACHANCE DRAIN City of Windsor & Town of Tecumseh	
SHEET TITLE	
PROFILE	
PAGE NO.	3 of 5



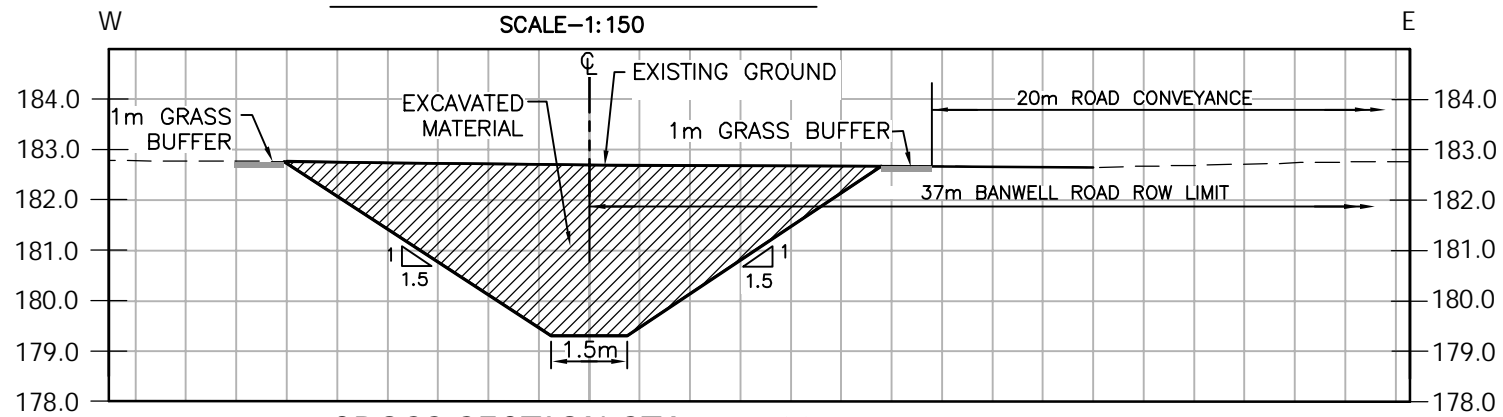
CROSS SECTION STA. 1+100

SCALE-1:150



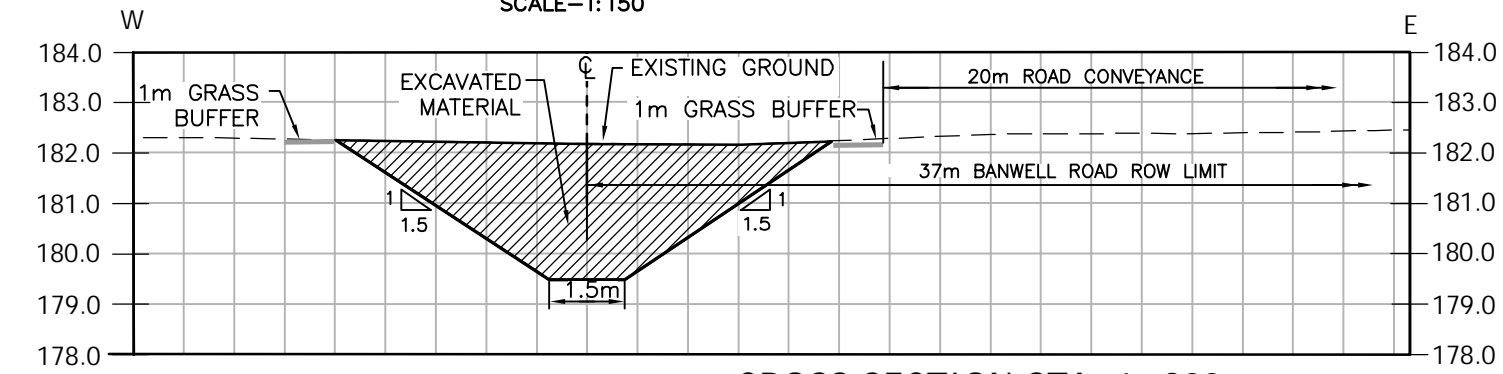
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CROSS SECTION STA. 1+500

SCALE-1:150



CROSS SECTION STA. 1+800

SCALE-1:150

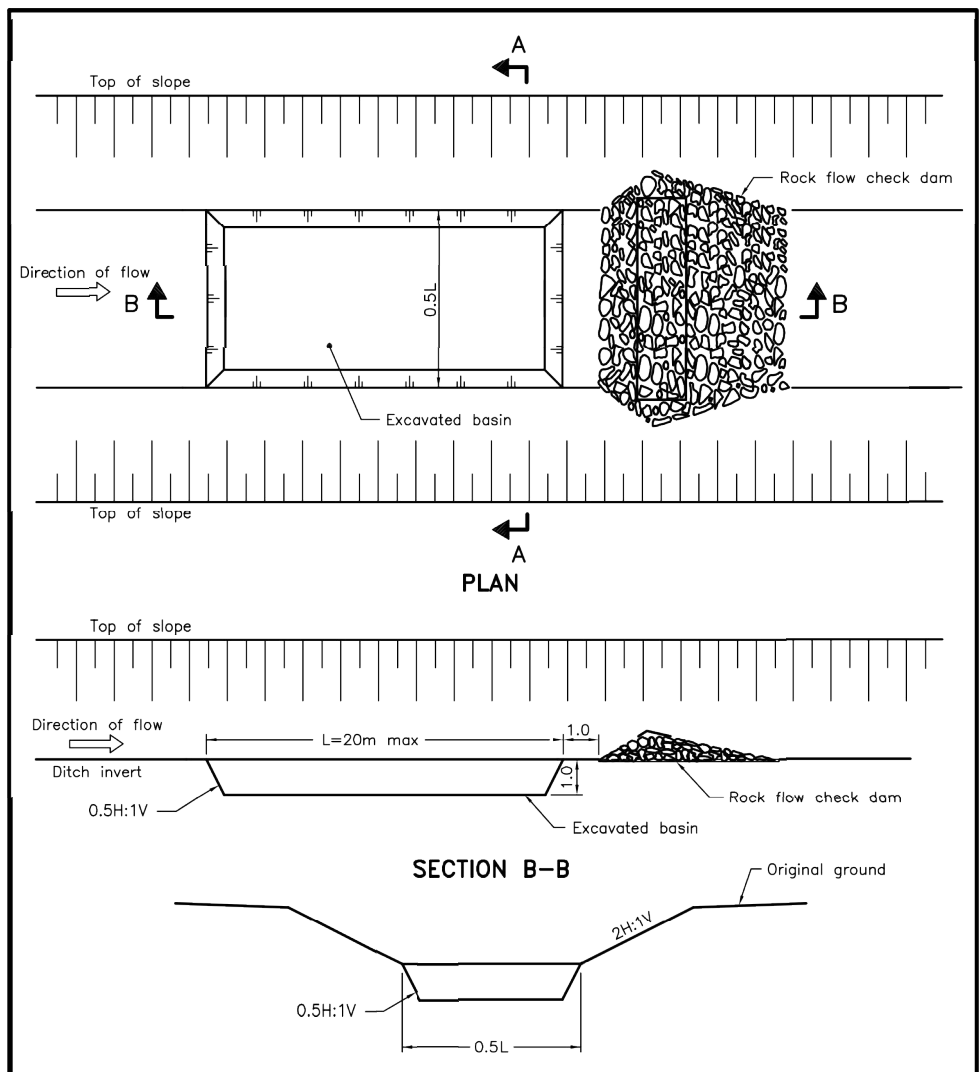
SITE BENCHMARKS

BM1-PKNAIL IN TOP OF CONCRETE MANHOLE ON WEST SIDE OF BANWELL ROAD AT INTERSECTION ROAD. PKNAIL IS 0.4M WEST OF THE EDGE AND 0.7M SOUTH OF THE NORTH EDGE AT APPROXIMATELY STA. 1+690
ELEVATION=182.774m

BM2- TOP OF SANITARY MANHOLE RIM AT APPROX. STA. 1+000A IMMEDIATELY SOUTH OF NEW DRAIN ALIGNMENT. ELEVATION=182.54m

BM3- TOP OF SANITARY MANHOLE RIM AT APPROX. STA. 1+150A IMMEDIATELY SOUTH OF NEW DRAIN ALIGNMENT. ELEVATION=182.62m

NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION.



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		Nov 2015	Rev 2	
SEDIMENT TRAP IN DITCH		OPSD 219.220		



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PROJECT NO. 22-3612

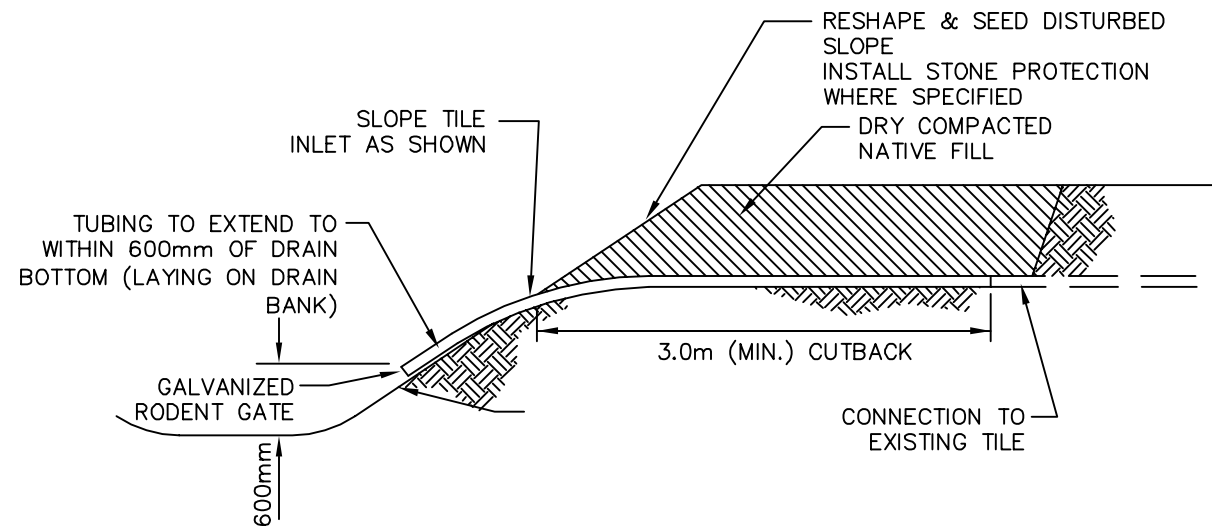
DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G'

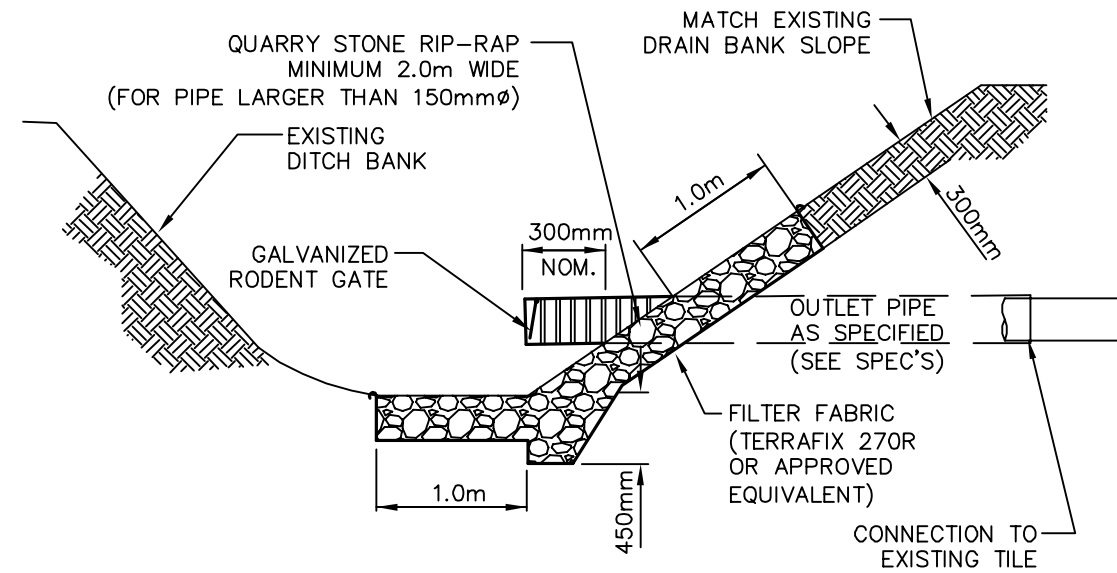
Drainage Report for the
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City of Windsor & Town of Tecumseh

SHEET TITLE
CROSS SECTIONS

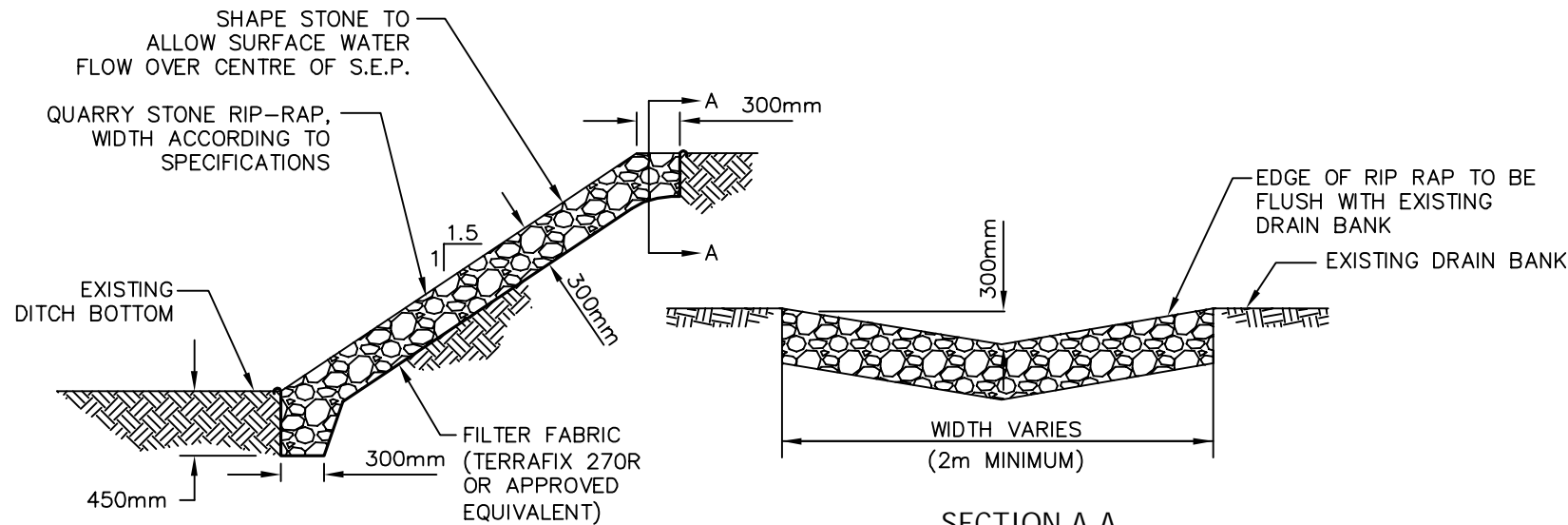
PAGE NO.
4 of 5



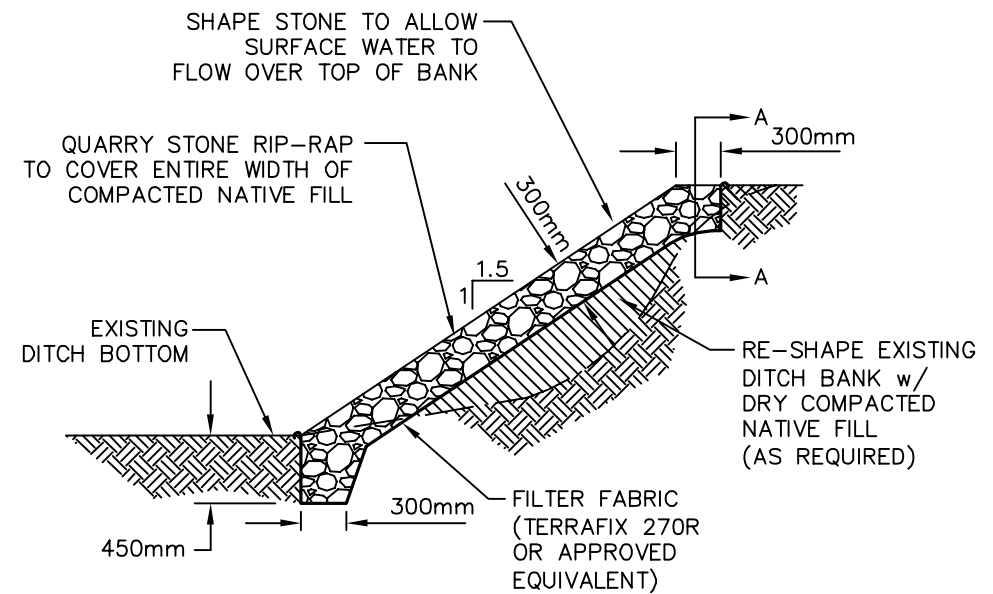
**TYPICAL DRAINAGE TUBING TILE INLET
REPLACEMENT DETAIL
(FOR TILES 150mmØ OR SMALLER)
NOT TO SCALE**



**TYPICAL CSP TILE INLET
REPLACEMENT DETAIL
NOT TO SCALE**



**TYPICAL DITCH BANK WASHOUT
DETAIL w/ RIP-RAP
NOT TO SCALE**



**TYPICAL DITCH BANK WASHOUT
DETAIL w/ BACKFILLING & RIP-RAP
NOT TO SCALE**



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SCALE	AS SHOWN		

DILLON CONSULTING

PROJECT NO. 22-3612

DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G'
Drainage Report for the
NEW DRAIN ALIGNMENT OF A PORTION OF THE LACHANCE DRAIN
City of Windsor & Town of Tecumseh

SHEET TITLE
MISCELLANEOUS DETAILS

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