

BY-LAW NO. 978

A BYLAW to provide for drainage work in the Township of Sandwich South, in the County of Essex, and for carrying the same to an outlet in the Township of Sandwich East, and for borrowing on the credit of the Municipality the sum of \$3,479.00, being the estimated cost assessed against the lands and roads in the Township of Sandwich South, for repairing the Watson Drain.

Provisionally adopted the 1st day of December, A.D., 1947.

Whereas, F. Herdman and S. Watson, two of the owners assessed to the Watson Drain, served written notice on the Council of Sandwich South to have the Watson drain repaired.

And whereas, thereupon the said council has procured an examination to be made by C. G. R. Armstrong, being a person competent for such purpose, of the said area proposed to be drained and the means suggested for the drainage thereof, and of other lands and roads liable for assessment under this Act, and has also procured plans, specifications and estimates of the drainage work to be made by the said C. G. R. Armstrong, and an assessment to be made by him of the lands and roads to be benefitted by such drainage work, and of other lands and roads liable for contribution thereto, stating as nearly as he can, the proportion of benefit outlet liability and injuring liability, which, in his opinion, will be derived or incurred in consequence of such drainage work by every road and lot or portion of lot, the said assessment so made being the assessment hereinafter by this bylaw enacted to be assessed and levied upon the roads and lots and parts of lots hereinafter in that behalf especially set forth and described, and the report of the said C. G. R. Armstrong in respect thereof, and of the said drainage work being as follows:

Windsor, Ont., October 22nd, 1947.
To the Reeve and Municipal Council of the Township of Sandwich South:

Gentlemen—In compliance with your instructions referring back my report on the Watson Drain, and instructing me to provide for moving the drain off the Highway, as requested by the Ontario Department of Highways, I now report thereon as follows:

I commenced my survey on this drain at its upper end, near the centre of lot 11, in 9th Concession. Thence I followed the course of the drain downstream northerly along westerly side of the road between Concessions 9 and 10, to the north side of King's Highway No. 2; thence easterly on farm lot 125, Concession 3, Sandwich East, north of the Townline Road between the Townships of Sandwich South and Sandwich East (King's Highway No. 2, to the limit between lots 125 and 126, Concession 3, Township of Sandwich East; thence northerly along the easterly side of the last mentioned limit, to Station 166+75' at its outlet in Little River.

I find that this drain was last repaired under a report made by J. J. Newman, C.E., dated July 30th, 1937. Since that time the drain has become considerably filled with sediment at its upper end and brush and rubbish have been allowed to grow and accumulate to such an extent that at the present time the drain is not deep enough to afford proper drainage to the lands and roads it was intended to drain. In order to overcome this difficulty and thus afford proper drainage to the lands and roads affected, I would recommend that the said drain be cleaned out and improved in accordance with the accompanying profile and specifications.

I further find that each of the following owners is entitled to and should receive the following amounts as compensation for damages to lands and crops (if any):

SANDWICH SOUTH TOWNSHIP.

Fred Herdman, owner e ½ lot 11, Con. 9, \$12; S. J. Watson, owner e ½ lot 12, Con. 9, \$20; S. J. Watson, owner pt s e ¼ lot 13, Con. 9, \$10; Frank Jobin, owner n e ¼ lot 13, Con. 9, \$10; Frank Jobin, owner s ½ e ½ lot 14, Con. 9, \$7; H. Washbrook, owner Reg. plan 1366, lot 14, Con. 9, \$6; H. Washbrook, owner Reg. plan 1332, lot 14, Con. 9, \$7; E and W. St. Louis, owners s ¼ e ½ lot 15, Con. 9, \$5; E. and W. St. Louis, n ½ s e ¼ lot 15, Con. 9, \$5; E. and W. St. Louis, owners n e ¼ lot 15, Con. 9, \$10; Mrs. C. O'Keefe, owner e ¼ lot 16, Con. 9, \$10; Mrs. C. O'Keefe, owner s e ¼ lot 17, Con. 9, \$10; Ray O'Keefe, owner n e pt ¼ lot 17, Con. 9, \$5; N. Ostrowerche, owner n pt, n e ¼ lot 17, Con. 9, \$5; Ray O'Keefe, owner s e pt lot 18, Con. 9, \$5; Nick Kehani, owner pt e lot 18, Con. 9, \$5; D. Kociuk, owner e pt lots 18 and 19, Con. 9, \$12.

Total for Sandwich South — \$144.00.

SANDWICH EAST TOWNSHIP.

Olga Nijchuk, owner pt lot 125, Con. 3, \$144; Wm. Schoose, owner s pt lots 126 and 127 Con. 3, \$7; W. Drouillard, owner m pt lots 126 and 127, Con. 3, \$8; Alvin E. Cave, owner m pt lots 126 and 127, Con. 3, \$4.

Total for Sandwich East — \$163.00.

I have provided for these in my estimates, as is provided for in Sub-section 7 of Section 8 of the Municipal Drainage Act.

My estimate of the total cost of this work, including all incidental expenses, is the sum of \$3,777, made up as follows:

SANDWICH SOUTH TOWNSHIP.

Sec. 1, from stake 0 to stake 100, 10,000 feet, \$1,350; Sec. 2, from stake 100 to stake 143+29', 4,329 feet, \$705. Total for excavation, \$2,055.

Moving and replacing fences, \$70; brushing and grubbing, \$85; damages to lands and crops (if any) \$144. Total, \$299.00.

Total for construction, damages, etc., Sandwich South Twp., \$2,354.

SANDWICH EAST TOWNSHIP.

Excavation: from stake 143+29' to stake 146 271 feet \$240; from stake 146 to stake 166+75' 2,075 feet, \$320; moving and replacing fences, \$25; brushing and grubbing, \$35; damages to lands and crops (if any) \$163. Total for construction damages, etc., Sandwich East Township \$783.

Total for construction, damages, etc., Sandwich South Township, brought down \$2,354.

Total for construction damages, etc., \$3,137.

Incidentals — Survey, plans, estimates, report, etc. (in quadruplicate), \$195; change report plans, etc., \$25; assistance and expenses, \$47; extra work for Clerk, Sandwich South, \$70; publishing bylaw, Sandwich South, \$50; Court of Revision, Sandwich South, \$24; Ontario Municipal Board fee, Sandwich South, \$5; serving copy of report on Sandwich East, \$5; extra work for Clerk, Sandwich East, \$25; publishing bylaw, Sandwich East, \$20; Court of Revision, Sandwich East, \$24; letting and superintending, \$150. Total for incidentals, \$640.00.

Total estimate, \$3,777.00.

I find that the original report for the construction of this drain as well as the report of Owen McKay, C.E., dated August 28th 1917, and the report of J. J. Newman, C.E., dated July 30th, 1937, did NOT provide for any access bridges. Under such circumstances, I cannot now provide for any although the concrete bridge in front of the n e ¼ of lot 15, Con. 9, owned by E. and W. St. Louis, is in a bad state of repair and some other access bridges are

very inefficient in so far as the waterway area for the drain is concerned. Any bridges, either replaced or constructed on this drain, should be of ample capacity to provide for the free flow of the water through them.

I would further recommend that this drainage work in the Township of Sandwich South be maintained by the Township at the expense of the lands and the roads in that Township as herein assessed for its repair and improvement and in the proportions herein contained until otherwise determined under the provisions of the Municipal Drainage Act.

The portion of the drain within the Township of Sandwich East shall be maintained by the Township of Sandwich East, 7.9% to be borne by the area in Sandwich East herein assessed for its repair and improvement and 92.1% to be contributed by the Township of Sandwich South and assessed against the lands and roads in that Township, as herein assessed against the lands and roads in that Township, as herein assessed.

All of which is respectfully submitted.

C. G. R. ARMSTRONG,

Township Engineer.

Specifications for repairing and improving the Watson Drain, in the Township of Sandwich South and its outlet in the Township of Sandwich East.

The drain shall follow the course of the present drain, as staked on the ground, and shall be of the form, size, depths, etc., shown on the accompanying profile and when completed shall have a uniform and even bottom and in no case shall such bottom project above the grade line shown on the profile as determined from the bench marks.

The drain shall have uniform and even side slopes of not less than one and one-quarter feet horizontal to one foot vertical on each side, where the drain passes through the fields, and for that side of the drain which is remote from the travelled portion of the road and for that portion of the roadside of the drain which is below the bottom of the present ditch. The present roadside bank shall not be interfered with except that the Contractor will be required to cut off any overhanging ledges.

From station 0 to station 146, the excavated earth shall be cast onto the adjoining lands to the west and to the north and well and evenly spread over a sufficient space so that no portion of the excavated earth is more than twelve inches (12") in depth and kept at least four feet (4') clear from the edge of the drain, care being taken not to fill up any existing ditches, furrows or drains with the excavated material. From Station 146 to Station 163+55' the excavated earth shall be cast onto the adjoining lands to the east, from from Station 163+55' to Station 166+75', at its outlet in Little River, the excavated earth shall be cast onto the adjoining lands to the west and spread as above specified.

The contractor will be required to remove the present drain from where it passes along the northerly side of King's Highway No. 2 onto the southerly portion of Farm Lot 125, Concession 3, Township of Sandwich East, as shown on the accompanying plan. He shall construct this drain in the new location so that the side slopes are one and one-quarter feet horizontal to one foot vertical on each side, and so that the top of the southerly edge of the new drain is four feet (4') north of the northerly limit of King's Highway No. 2. Sufficient of the excavated earth from this drain shall be cast southerly into the present drain

along the northerly side of the Highway to fill the same, with a slight amount in excess to allow for settlement of the same, and the excess earth from the new drain shall be cast onto the adjoining lands to the north and well and evenly spread as above specified.

Where the drain crosses any road allowance, half the excavated earth shall be taken each way and cast and spread on the adjoining lands as above specified.

Where the drain passes in front of any house or lawn, the excavated earth shall be taken for a distance of at least fifty feet (50') on either side of the centre line of such house or lawn and spread over the adjoining lands as above specified.

Where it is necessary to take down any fence or remove any bridge in order to proceed with the work the same shall be done by the contractor across or along whose portion of the drain such fence or bridge is, and when the portion of the drain is completed, the said fence or bridge shall be replaced in a neat and workmanlike manner by the contractor who removed it, but he will not be required to procure any new material for rebuilding said fence or bridge, provided he has used reasonable care in removing and replacing the same.

Where there is any brush or rubbish in the course of the drain or where the earth is to be spread, all such brush and rubbish shall be grubbed out of the drain and close cut where the earth is to be spread, the whole to be burned or otherwise satisfactorily disposed of by the contractor who removed it.

The whole of the work shall be done in a neat, thorough and workmanlike manner, to the full satisfaction of the Commissioner or Engineer in charge.

Monthly estimates will be furnished the contractor by the Engineer in charge. Said estimates shall be not more than 80% of the value of the work done, but the paying of the full 80% does not imply that any portion of the work has been accepted. The remaining 20% will be paid thirty (30) days after the final completion and acceptance of the contract.

C. G. R. ARMSTRONG,
Township Engineer.

Windsor, Ontario, October 22nd, 1947.

And whereas the said Council is of the opinion that the drainage of the area described is desirable. And whereas a copy of the original report and the amended report were duly served on the Township of Sandwich East.

1st. The said amended report, plans specifications, assessments and estimates are hereby adopted and the drainage work as therein indicated and set forth shall be made and constructed in accordance therewith.

2nd. The Reeve of the said Township may borrow on the credit of the Corporation of the said Township of Sandwich South the sum of \$3,479.00, being the estimated cost assessed against the Township of Sandwich South for repairing the Watson drain and may issue debentures of the corporation to that amount in sums of not less than \$50.00 each, and payable within 10 years from the date thereof, with interest at the rate of 5 per centum per annum, that is to say, in 10 equal instalments, such debentures to be payable at the Canadian Bank of Commerce, in the City of Windsor, and to have attached to them coupons for the payment of interest.

3rd. For paying the sum of \$1,452.00, the amount charged against the said lands and roads for benefit, and the sum of \$1,200.00, the amount charged against the said lands and roads for outlet liability, and the sum of \$..... the amount charged against the said lands and roads for injuring liability,

John

Hemen St. Louis
Armstrong

75.00
75.00

apart from the lands and roads belonging to or controlled by the municipality, and for covering interest thereon for 10 years at the rate of 5 per centum per annum; the total special rate over and above all other rates, shall be assessed, levied and collected (in the same manner and at the same time as other taxes are levied and collected), upon and from the undermentioned lots or parts of lots and roads, and the amount of the said total special rates and interest shall be divided into 10 equal parts and one such part shall be assessed, levied and collected as aforesaid in each year for 10 years after the final passing of this bylaw, during which the said debentures have to run.

4th. For paying the sum of \$827.00, the amount assessed against the said roads and lands of the Municipality, and for covering interest thereon for 10 years, at the rate of 5 per centum per annum, a special rate on the dollar, sufficient to produce the required yearly amount therefor, shall, over and above all other rates, be levied and collected (in the same manner and at the same time as taxes are levied and collected), upon and from the whole rateable property in the said Township of Sandwich South in each year for 10 years after the final passing of this bylaw, during which the said debentures have to run.

5th. That C. G. R. Armstrong is hereby appointed commissioner to let the contract for the said drain and works connected therewith, by public auction or tender, to the lowest bidder (not exceeding the estimate), but every such contractor, with two good and satisfactory sureties, shall be required forthwith to enter into bonds for the due performance and completion of the contract according to said plans and specifications and within the time mentioned within such bond, unless otherwise ordered by the Council and it shall be the duty of such Commissioner to cause said drain and works connected therewith, to be made and constructed in accordance with such plans and specifications (unless otherwise ordered by the Council), and to grant certificates to the Treasurer from time to time, to each contractor, less 20 per cent of the amount due, until the contract is fully completed and duly accepted.

6th. That a copy of this bylaw shall be served on each of the interested parties, pursuant to Section 24 of The Municipal Drainage Act, and shall come into force and effect upon and after the final passing thereof, and may be cited "The Watson Drain Repairs Bylaw."

7th. The Corporation shall have the right, at its option, to redeem only the last debenture, bearing the latest

maturity date, and no other of the said debentures shall be redeemable, on any date prior to maturity at the place where and in the moneys in which the said debentures are expressed to be payable, upon payment of the principal amount thereof together with interest accrued to the date of redemption and upon giving previous notice of said intention to redeem by advertising once in the Ontario Gazette and once in a daily newspaper, of general provincial circulation, published in the City of Toronto, and once in a local newspaper, such notice to be advertised as aforesaid at least thirty days before the date fixed for redemption. Notice of intention so to redeem shall also be sent by post, at least thirty days prior to the date set for such redemption, to each person in whose name a debenture so to be redeemed is registered at the address shown in the Debenture Registry Book.

JOHN McAULIFFE, Clerk.
J. G. HENNIN, Reeve.

I certify that the foregoing is a true copy of a Bylaw provisionally adopted by the Municipal Council of the said Township of Sandwich South, on the 1st day of December, A.D., 1947.

JOHN McAULIFFE,
Clerk of the Municipality of Sandwich South.

NOTICE.

Notice is hereby given that a Court of Revision, held pursuant to the provisions of the Municipal Drainage Act, for the hearing and trial of appeals made against the above assessment, or any part thereof, will hold its first sittings at the Township Hall, Old-castle, on Monday, the 12th day of January, 1948, at the hour of 3 o'clock in the afternoon, and that any person intending to appeal against the above assessment or any part thereof must, not later than ten days before the time fixed for holding of said Court, serve on the Clerk of this Municipality a written notice of such appeal, or otherwise he will be too late to be heard in that behalf.

And further notice is hereby given that any person intending to have such bylaw or any part thereof quashed must, not later than ten days after the final passing thereof, serve a notice in writing, upon the Reeve or other head officer, and upon the Clerk of the Municipality of Sandwich South of his intention to make application for that purpose, to the Drainage Referee during the six weeks next ensuing the final passing of this bylaw.

JOHN McAULIFFE,
Township Clerk.

Concession or Plan	Lot or Part of Lot	Acres	Value of Benefit	Value of Outlet Liability.	Total of Benefit Outlet Liability and Injuring Liability in each case.	Cover interest for 10 years at 5 percent	Total Special Rate.	Annual Assessment during each year 10 years.	OWNER
9 e 1/4 11	100	\$200.00	\$210.00	\$410.00	\$120.95	\$530.95	\$ 53.10	Fred Herdman	
e 1/2 12	100	200.00	194.00	394.00	116.23	510.23	51.02	S. J. Watson	
pt s e 1/4 13	49	98.00	87.00	185.00	54.58	239.58	23.96	S. J. Watson	
pt s e 1/4 13	1	2.00	2.00	4.00	1.18	5.18	.52	Ivan Greaves	
n e 1/4 13	50	100.00	89.00	189.00	55.76	244.76	24.48	Frank Jobin	
s 1/3 e 1/2 14	33 1/3	67 00	54.00	121.00	35.70	156.70	15.67	Frank Jobin	
1366 1 to 5 7 to 92, 94 to 99, 101 to 151, 159, 161 to 177, 180 to 183, 186 to 192	28	56.00	45.00	101.00	29.80	130.80	13.08	H. Washbrook	
6	1-7	1.00	1.00	2.00	.59	2.59	.26	Ethel Milne	
93, 100, 189	3-7	1.00	1.00	2.00	.59	2.59	.26	Steve Koscho	
152 to 157	6-7	2.00	2.00	4.00	1.18	5.18	.52	Earl W. Greer	
158	1-7	1.00	1.00	2.00	.59	2.59	.26	J. Braidford	
160	1-7	1.00	1.00	2.00	.59	2.59	.26	Mrs. Angus Wilkie	
173, 179	2-7	1.00	1.00	2.00	.59	2.59	.26	R. T. Garlick	
184	1-7	1.00	1.00	2.00	.59	2.59	.26	Ignace Angeli	
186	1-7	1.00	1.00	2.00	.59	2.59	.26	D. R. Paterson	
187, 188	2-7	1.00	1.00	2.00	.59	2.59	.26	Clarence Payne	
1332 1 to 192	32	64.00	51.00	115.00	33.93	148.93	14.89	H. Washbrook	
9 s 1/4 e 1/2 15	25	50.00	36.00	86.00	25.37	111.37	11.14	E. & W. St. Louis	
n 1/2 s e 1/4 15	25	50.00	36.00	86.00	25.37	111.37	11.14	E. & W. St. Louis	
n e 1/4 15	50	100.00	73.00	173.00	51.04	224.04	22.40	E. & W. St. Louis	
e 1/4 16	22 1/2	45.00	30.00	75.00	22.13	97.13	9.71	Mrs. C. O'Keefe	
pt s e 1/4 17	8	30.00	10.00	40.00	11.80	51.80	5.18	Mrs. C. O'Keefe	
s pt n e 1/4 17	12	30.00	14.00	44.00	12.98	56.98	5.70	Ray O'Keefe	
n pt n e 1/4 17	12	30.00	14.00	44.00	12.98	56.98	5.70	M. Ostrowerche	
s e pt 18	12	30.00	13.00	43.00	12.69	55.69	5.57	Ray O'Keefe	
pt e pt 18	15	40.00	15.00	55.00	16.23	71.23	7.12	Nick Kubani	
9 e pt 18 and 19	12	30.00	11.00	41.00	12.10	53.10	5.31	D. Kociuk	
10 pt n w 1/4 17	13	30.00	16.00	46.00	13.37	59.37	5.94	Mrs. A. McFarland	
nt s w 1/4 17	12	20.00	14.00	34.00	10.03	44.03	4.40	A. Paraschak	
w pt 16	20	30.00	27.00	57.00	16.82	73.82	7.38	A. Churchill	
n w 1/4 15	19	30.00	25.00	55.00	16.23	71.23	7.12	D. Langlois	
s w 1/4 15	20	30.00	26.00	56.00	16.52	72.52	7.25	A. Stitt	
n w 1/4 14	21	30.00	32.00	62.00	18.29	80.29	8.03	J. S. Plant	
s w 1/4 14	12	15.00	13.00	28.00	8.26	36.26	3.63	Eugene St. Louis	
n 1/2 n w 1/4 13	6	7.00	10.00	17.00	5.02	22.02	2.20	J. G. Plant	
m pt w 1/2 13	10	10.00	18.00	28.00	8.26	36.26	3.63	Frank Perry	
s 1/4 w 1/2 13	5	6.00	9.00	15.00	4.43	19.43	1.94	Mrs. E. White	
pt n w 1/4 12	6	7.00	11.00	18.00	5.31	23.31	2.33	D. C. Wright	
1351 1, 2, 3	3/7	1.00	1.00	2.00	.59	2.59	.26	H. P. Brightmore	
4 to 22	2-5/7	4.00	4.00	8.00	2.36	10.36	1.04	Mrs. C. Simich	
Total on lands		\$1,452.00	\$1200.00	\$2652.00	\$782.21	\$3434.21	\$343.44		
Streets and alleys, plan 1351		10.00	8.00	18.00	5.31	23.31	2.33	Sandwich South Twp.	
Streets and alleys, plan 1332		70.00	34.00	104.00	30.68	134.68	13.47	Sandwich South Twp.	
Streets and alleys, plan 1366		60.00	30.00	90.00	26.55	116.55	11.66	Sandwich South Twp.	
10th Con. Road		280.00	83.00	363.00	107.09	470.09	47.00	Sandwich South Twp.	
Base Line Road		30.00	13.00	43.00	12.69	55.69	5.57	Sandwich South Twp.	
King's Highway No. 2		205.00	4.00	209.00	61.66	270.66	27.07	Dept. of Highways	
Total on lands, roads..		\$2107.00	\$1372.00	\$3479.00	\$1026.19	\$4505.19	\$450.54		