

Township of Sandwich South, By-Law No. 980

A BYLAW to provide for drainage work in the Township of Sandwich South, in the County of Essex, and for borrowing on the credit of the Municipality the sum of \$2,590.00, being the estimated cost of repairing the Talbot-McCarthy Drain.

Provisionally adopted the 12th day of January, A.D. 1948.

Whereas: Ralph Sexton, one of the owners assessed to the Talbot-McCarthy Drain, served written notice on the Council of Sandwich South to have the Talbot-McCarthy Drain repaired. And Whereas: the first report of the Engineer, by resolution of the Council, was referred back to him to be amended.

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 benefited 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 injurious 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 amended report of the said C. G. R. Armstrong in respect thereof, and of the said drainage work being as follows:

Windsor, Ontario, Nov. 12th, 1947. To the Reeve and Municipal Council of the Township of Sandwich South:

Gentlemen: In accordance with your instructions referring back my report to you on the Talbot-McCarthy Drain, dated July 31st, 1947, and instructing me to carry the improvement through that portion of the Washbrook Drain Outlet from the Michigan Central Railway to the 9th Concession Drain, I now report thereon as follows:

I commenced my survey of the Talbot-McCarthy Drain at the south side of the Talbot Road (King's Highway No. 3) a short distance east of the n e ¼ of Lot 301, N.T.R.; thence I followed the course of the drain downstream to Station 42+82', where the drain runs easterly along the southerly side of the North Talbot Road to its outlet in the Ninth Concession Drain at Station 61.

I commenced my survey of the Relief drain at station 49+20' on the Main Drain, and followed the course of the Relief Drain northerly to the south side of the Michigan Central Railway right-of-way; thence westerly along the south side of the railway station 7+79', being the south end of a 4 ft. diameter cast iron pipe under the Michigan Central Railway. Thence I continued northerly across the railway right-of-way through the outlet portion of the Washbrook Drain to Station 21+32', where the drain meets the Ninth Concession Drain; thence northerly along the 9th Concession Drain to Station 23, where I find a sufficient outlet.

I find that this drain, above the Michigan Central Railway, was last improved under a report made by M. E. Brian, C.E., dated October 17th, 1938. I find that the outlet portion of the Washbrook drain was last repaired under a report made by J. S. Laird, in 1922. Since the above times, this drain and its outlet have become partially filled with sediment and brush has been allowed to grow to such an extent that the drain is not deep enough to afford proper drainage to the lands and roads affected.

In order to overcome these difficulties and thus afford proper drainage to the lands and roads affected, I would recommend that these drains be cleaned out and improved in accordance with the accompanying profiles 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):

Ralph Sexton, owner s e ¼ lot 301, N.T.R., \$40; Sam Weston, owner e pt n w ¼ lot 301, N.T.R., \$54; Emma Weston, owner n e ¼ lot 301, N.T.R., \$20; John E. Sexton, owner w pt Lot 300, N.T.R., \$5; N. F. Shuttleworth, owner s pt lots 10 and 11, Con. 8, \$43; Ed. Hurley, owner s pt lots 10 and 11, Con. 8, \$7. Total, \$169.00.

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

I further find that it will be necessary to lengthen and repair the present access culvert in front of the e pt of the n w ¼ of lot 301, N.T.R. I also find that it will be necessary to repair the present access bridge in front of the n e ¼ of lot 301, N.T.R. I have provided for these in my estimates, as is provided for in sub-section 3 of Section 8 of the Municipal Drainage Act.

I further find that it will be necessary to enlarge the present farm bridge on the e pt of lots 10 and 11, in the 8th Concession. I have provided for this in my estimates as is provided for in sub-section 4 of Section 8 of the Municipal Drainage Act.

I further find that it will be necessary to repair the drain across the right-of-way of the Michigan Central Railway Company. My estimate of the cost of doing this portion of the work is \$80.00. My estimate of the cost of doing the same portion of the work, if the Railway was not there, is \$40.00. Thus the increased cost caused by the construction and operation of the Railway is \$40.00. This last mentioned amount I have assessed against the Michigan Central Railway Company to be borne and contributed by it, in case it does not exercise its option of doing the work within a reasonable time and without any unnecessary delay. Should the Railway Company exercise its option and complete the work within a reasonable time, then the special assessment of \$40.00 shall be deleted from the assessment and the Railway Company will be paid \$40.00.

My estimate of the cost of the whole of the above work, including all incidental expenses, is the sum of \$2,590.00 made up as follows:

Excavation—Sec. 1, from station 0 to station 43, 4,300 ft., \$685; Sec. 2, from station 43 to station 61, 1,800 ft., \$200; Sec. 3, from station 0 to station 6+30' relief drain, \$100; Sec. 4, from station 6+30' to station 8+78', relief drain (along M. C. Rly.) exclusive of crossing railway tracks, \$130; across Michigan Central right of way, \$80; Sec. 5, from station 8+78' to station 23, of relief drain, 1,422 ft., \$250. Total for excavation, \$1,445.00.

Construction, etc.—Removing and replacing fences, \$40; brushing and grubbing, \$150; lengthen and repair access culvert in front of e pt n w ¼ lot 301, N.T.R., \$120; repairs to access bridge in front of n e ¼ lot 301, N.T.R., \$90; allowance for enlargement of farm bridge on pt lots 10 and 11, Con. 8 (Nelson Shuttleworth), \$50; damage to lands and crops (if any) \$159. Total for construction, damages, etc., \$2,064.

Incidentals—Surveys, plans, estimates, report and assessment (including extension survey), \$197; assistance and expenses, \$65; extra work for Clerk, \$65; publishing bylaw, etc., \$50; Court of Revision, \$24; Ontario Municipal Board fee, \$5; letting and superintending, \$120. Total for incidentals, \$526.00.

Total estimate, \$2,590.00.

This amount I have assessed against the lands, roads and Railway Company affected, in accordance with the attached Schedule of Assessment.

I would further recommend that this drainage work be kept up and maintained at the expense of the lands and roads herein assessed for its improvement, and in the proportions herein contained until otherwise determined under the provisions of the Municipal Drainage Act.

All of which is respectfully submitted.

C. G. R. ARMSTRONG,
Township Engineer

Specifications for Repairing and Improving the Talbot-McCarthy Drain and its relief drain, in the Township of Sandwich South.

These drains shall follow the courses of the drains as staked on the ground, or as directed and as indicated on the accompanying plan, and when completed shall have uniform and even bottoms and in no case shall such bottoms project above grade line shown on the profiles as determined from the bench marks.

The Contractor's attention is directed to the location of the drain where it intersects the northerly limit of the Michigan Central Railway right-of-way, and where it passes through the bridge of the former W. E. & L. S. Rly. The contractor will be required to straighten the course of the drain at this location by excavating and removing the westerly concrete abutment of this bridge and will excavate the drain so that it is in direct alignment from the northerly end of the 4 ft. cast iron pipe under the railway tracks, and will cast the earth from the course of the drain, as diverted, into the old course so that the direction of flow will be materially improved, over that which exists at present.

They 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 portion of the drain which is below the bottom of the present drain. The present roadside bank shall not be interfered with except the Contractor will be required to cut off any overhanging ledges.

From station 0 to station 42+82', the excavated earth shall be cast onto the adjoining lands to the east and from station 42+82' to station 61 the excavated earth shall be cast to the adjoining lands to the south. On the relief drain the excavated earth from station 0 to station 6+30' shall be cast onto the adjoining lands to the east and from station 6+30' to station 7+79', being at the south end of the 4' diameter cast iron pipe under the railway, the excavated earth shall be cast onto the adjoining lands to the south, and from the northerly limit of the Michigan Central Railway right-of-way to the end of the work, the excavated earth shall be cast to either side of the drain, and in each and every case spread over a sufficient space so that no portion of the excavated earth is more than 12" in depth and kept at least 5 ft. clear from the edge of the drain, care being taken not to fill up any existing ditches, furrows, or drains with the excavated earth.

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 center line of such house or lawn, and spread over the adjoining lands as above specified.

The contractor also will be required to haul away the excavated earth on the main drain, from station 44 to station 48.

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, rubbish or small trees in the course of the drain, or where the earth is to be spread, all such brush, rubbish or small trees 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 across or along whose portion of the drain such brush, rubbish or small trees is.

In the case where there are small trees, the contractor will be required to cut down the trees and grub out the stumps, but the owner will have the option of utilizing the trees for his own use; and in case he indicates his wish to do so, he will be required to trim up the trees and dispose of the brush. Where he indicates that he does not wish to utilize the trees, then the contractor may have them for his use and he must trim up the trees and dispose of the brush.

The present access culvert in front of the n w ¼ of lot 301, N.T.R., shall be lengthened to the west by the addition of 4 ft. of 36" diameter, 12-gauge corrugated pipe. This addition shall be properly connected to the westerly end of the present steel boiler stack. The present concrete block headwalls of this bridge shall be rebuilt so as to properly retain the fill behind the same. The depth of the present pipe is satisfactory.

The contractor will be required to repair the present access bridge in front of the n e ¼ of lot 301, N.T.R., by taking off the plank top and putting in two new vertical posts and by putting in a new plank backing on the land side of the bridge. These planks shall be white oak and 2 inches thick by 16 feet long, and of sufficient height so that the bottom of the plank is a foot below the bottom of the ditch, and the contractor shall securely place the top of the bridge after he has made the repairs to the side wall.

The whole of the work shall be done in a neat, thorough and workmanlike manner, to the full satisfaction of the Commissioner 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, Ont., November 12th, 1947.

And whereas, the said Council is of opinion that the drainage of the areas described is desirable.

Therefore, the said Municipal Council of the said Township of Sandwich South, pursuant to the provisions of the Municipal Drainage Act, enacts as follows:

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 \$2,590.00, being the estimated cost of repairing the Talbot-McCarthy 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 \$845.00, the amount charged against the said lands and roads for benefit, and the sum of \$1,430.00, 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 injurious liability, 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 \$275.00, 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), and 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 Talbot-McCarthy 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 MAULIFFE, Clerk.
PERCY W. MCKEE, 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 12th day of January, A.D., 1948.

JOHN MAULIFFE,
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, Oldcastle on Monday, the 1st day of March, 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 MAULIFFE,
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
STR n e ¼ 300.....	45.83	\$ 25.00	\$171.00	\$196.00	\$ 57.82	\$253.82	\$ 25.38	Joseph Kozma	
n w ¼ 300.....	48	75.00	180.00	255.00	75.23	330.23	33.02	Ralph Sexton	
n e pt 301.....	20¼	75.00	76.00	151.00	44.55	195.55	19.56	Ralph Sexton	
n w pt 301.....	22	75.00	82.00	157.00	46.32	203.32	20.33	John Sullivan	
pt n ½ 302.....	20	15.00	15.00	15.00	4.43	19.43	1.94	R. E. Sylvester	
NTR n w pt 300.....	58 1/12	10.00	13.00	23.00	6.79	29.79	2.98	John E. Sexton	
n pt m pt 300.....	38½	27.00	27.00	27.00	7.97	34.97	3.50	A. & F. Beahan	
n pt m pt 300.....	4	4.00	4.00	4.00	1.18	5.18	.52	Con Beahan	
n e ¼ 301.....	50	30.00	69.00	99.00	29.21	128.21	12.82	Emma Weston	
e pt n w ¼ 301.....	20	100.00	55.00	155.00	45.73	200.73	20.07	Sam Weston	
s e ¼ 301.....	49½	105.00	161.00	266.00	78.47	344.47	34.45	Ralph Sexton	
s w ¼ 301.....	49½	150.00	161.00	311.00	91.75	402.75	40.28	Darcy R. Beer	
w pt n w ¼ 301.....	30	90.00	82.00	172.00	50.74	222.74	22.27	Alb. McCarthy	
pt s ½ 302.....	94½	70.00	70.00	70.00	20.65	90.65	9.07	Katherine Lepain	
pt s ½ 302.....	1	1.00	1.00	1.00	.30	1.30	.13	A. D. Kavanagh	
n e ¼ 302.....	50	37.00	37.00	37.00	10.92	47.92	4.79	Mary McCarthy Est.	
n w ¼ 302.....	49	36.00	36.00	36.00	10.62	46.62	4.66	Alf. Rounding	
pt s o w cor 302.....	½	1.00	1.00	1.00	.30	1.30	.13	Sandwich South Twp.	
n e ¼ 303.....	49	36.00	36.00	36.00	10.62	46.62	4.66	Percy Frith	
n w ¼ 303.....	30	22.00	22.00	22.00	6.49	28.49	2.85	Charles Frith	
n ½ s ½ 303.....	20	15.00	15.00	15.00	4.43	19.43	1.94	Stan Welsh	
pt s ½ 303.....	15	11.00	11.00	11.00	3.25	14.25	1.43	Alice Adams	
pt 302-3-4.....	4	3.00	3.00	3.00	.89	3.89	.39	Chesapeake & Ohio Rly.	
pt s ½ 303.....	1/10	1.00	1.00	1.00	.30	1.30	.13	Fred Gray	
pt s ½ 303.....	3	2.00	2.00	2.00	.59	2.59	.26	Melvin White	
pt n e ¼ 304.....	4	3.00	3.00	3.00	.89	3.89	.39	Edna Barr	
pt n e ¼ 304.....	13½	10.00	10.00	10.00	2.95	12.95	1.30	Nick Salahub	
pt n e ¼ 304.....	6½	5.00	5.00	5.00	1.48	6.48	.65	John Stein	
pt n w ¼ 304.....	10	7.00	7.00	7.00	2.07	9.07	.91	Mich. Robinson	
8 w pt 11.....	7	5.00	5.00	5.00	1.48	6.48	.65	John A. Robinson	
pt w pt 11.....	1	1.00	1.00	1.00	.30	1.30	.13	Israel Rondot	
pt 10 11.....	30	30.00	22.00	52.00	15.34	67.34	6.73	Nellie Hurley	
pt 10 11.....	19.19	15.00	15.00	15.00	4.43	19.43	1.94	N. F. Shuttleworth	
pt 10, 11.....	35	50.00	26.00	76.00	22.42	98.42	9.84	N. F. Shuttleworth	
pt 10 11.....	4½	30.00	5.00	35.00	10.33	45.33	4.53	Can. Southern Rly. Co.	
Total on lands.....		\$845.00	\$1480.00	\$2275.00	\$671.24	2946.24	\$294.63		
North Talbot Road.....		55.00	20.00	75.00	22.13	97.13	9.71	County of Essex	
Oldcastle Sideroad.....		12.00	12.00	12.00	3.54	15.54	1.55	Sandwich South Twp.	
Highway No. 3.....		100.00	54.00	154.00	45.43	199.43	19.94	Dept. of Highways	
Highway No. 98.....		30.00	4.00	34.00	10.03	44.03	4.40	Dept. of Highways	
Total on lands, roads..		\$1030.00	\$1520.00	\$2550.00	\$752.37	\$3302.37	\$330.23		
Special assesment on Canadian Southern Railway Co.....				40.00	11.80	51.80	5.18	Can. Southern Rly. Co.	
Total assesment				\$2590.00	\$764.17	\$3354.17	\$335.41		