

Township of Sandwich South--By-Law No. 996

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 \$5274.00, being the estimated cost of repairing the Gzowski Drain.

Provisionally adopted the 5th day of July, A.D., 1948.

Whereas Eli Malenfant, one of the owners, assessed to the Gzowski Drain, served written notice on the Council of the Township of Sandwich South to have the said 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, Ontario, May 12th, 1948.
To the Reeve and Municipal Council of the Township of Sandwich South: Gentlemen: In accordance with your instructions, I have made an examination, survey, etc., of the Gzowski Drain in your township, and now report thereon as follows:

I commenced my survey of this drain at its outlet in Pike Creek. Thence I followed the course of the drain, up stream, to its head at the northerly side of the South Talbot Road on the westerly side of the line between lots 296 and 297.

I find that this drain was last improved under a report made by James S. Laird, C.E., dated July 29th, 1929, and adopted by Bylaw No. 662 of your Township. Since that time it has become badly filled with sediment and brush and rubbish have been allowed to grow and accumulate until at the present time it is not of sufficient depth or capacity to properly retain and carry off the waters draining into it.

In order to overcome this difficulty and thus afford proper drainage to the lands and roads affected, I would recommend that this drain be cleaned out, repaired and otherwise 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): Ellen Halford, owner e 2-5 n 1/2 lot 297, con. S.T.R., \$62; James Halford, owner m pt n 1/2 lot 297, Con. S.T.R., \$2; Elizabeth Halford, owner pt s 1/2 lot 297, S.T.R., \$44; Maurice Collins, owner e 1/2 lot 297, Con. S.T.R., \$6; Edward Sexton, owner n pt w 1/2 e 1/2 lot 297, N.T.R., \$12; EH Malenfant, owner e 1/2 w 1/2 lot 297, N.T.R., \$88; Vincent McCann, owner e 1-3 Gore lot 9, Con. 10, \$8; Andrew J. Jergenson, owner m 1/2 e pt lot 9, Con. 10, \$8; Joseph McCann, owner w 1-3 e pt Gore lot 9, Con. 10, \$8; Joseph McCann, owner n 1/2 n e 1/4 lot 10, Con. 10, \$15; Nellie McCann, owner s 1/2 n e 1/4 lot 10, Con. 10, \$15; Vincent McCann, owner n 1/2 s e 1/4 lot 10, Con. 10, \$15; Charles McCann, owner s 1/2 s e 1/4 lot 10, Con. 10, \$15; Ellen Croft, owner w pt lot 10, Con. 11, \$7; Annie Purser, owner s w pt lot 11, Con. 11, \$50; Wilmer Drager, owner n w pt lot 11, Con. 11, \$18; Clarence Marshall, owner n 1/2 s e 1/4 lot 12, Con. 11, \$35. Total, \$408.00.

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 clean out the present 4 ft. diameter culvert under the tracks of the Michigan Central Railway Company, in lot 297, N.T.R., and also to clean out the open portion of the drain across the railway right-of-way. I also find that the present 4 ft. diameter pipe under the railway has neither sufficient depth or capacity to furnish adequate drainage for the lands and roads affected. The depth of this culvert is to be increased and the sectional area approximately doubled which may be done by any one of the following methods:

1. By furnishing and laying a second pipe 4 ft. in dia. closely adjoining the present culvert, but the bottom of the new pipe is to be at an elevation one foot below the bottom of the present pipe. It will be permissible to leave the present culvert in its present position and at its present depth.

2. The present 4 ft. dia. circular culvert may be removed and a new circular culvert constructed in lieu thereof, the new culvert to be 6 ft. in diameter, the invert to be approximately 6 inches below the grade line of the drain as shown on the profile.

3. By any other method approved by the Railway Company that will give the required depth and sectional area.

The Company has the option of performing all the work on its right-of-way and if, in exercising this option, they clean out the open drain between the ends of the culvert and the limits of the right-of-way, and also clean the present 4 ft. dia. pipe, they will be paid the sum of \$25.00 and the Special Assessment of \$25.00, shall be deleted from the Schedule of Assessment.

My estimate of the cost of the whole of the above work, including all incidental expenses, is the sum of \$5,274, made up as follows:

Sec. 1 from station 0 to station 67, 6,700 ft., \$1,700; Sec. 2, from station 67 to station 99, 3,200 ft., \$600; Sec. 3, from station 99 to station 132, 3,300 ft., \$590; Sec. 4, from station 132 to station 176, 4,400 ft., \$730; cleaning present culvert under railway tracks and open drain across railway right-of-way \$50. Total for excavation, \$3,670.00.

Brushing and grubbing, \$150; removing and replacing fences, \$160; damage to land and crops (if any) \$408. Total \$718.00.

Incidentals — Surveys, plans, estimates, report and assessment, \$338; assistance and expenses, \$85; extra work for clerk, \$100; publishing Bylaw, \$80; Court of Revision, \$24; Ontario Municipal Board fee, \$5; letting and superintending, \$250. Total for incidentals, \$886.00.

Total estimate, \$5,274.00.

This amount I have assessed against the lands and roads affected, in accordance with the accompanying 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 repair and improvement and in the proportions herein contained until otherwise determined under the provisions of the Municipal Drainage Act.

Accompanying this report you will find a copy of the report plans, etc., for service upon the Michigan Central Railway Company.

All of which is respectfully submitted.

C. G. R. ARMSTRONG,
Township Engineer

Specifications for the Repair and Improvement of the Gzowski Drain, in the Township of Sandwich South.

The drain shall follow the course of the present drain and shall be of the size, depth, 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.

It shall have uniform and even side slopes of not less than one and one-quarter feet horizontal to one foot vertical on each side except where the drain passes along any road allowance, in which case the above-mentioned

slope shall apply to that side of the drain remote from the travelled 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 trim off any overhanging ledges.

Where the drain passes along the lines or across the farms and there is a fence on one side of the drain, the excavated earth shall be cast onto the adjoining lands to the opposite side of the drain from where the fence is located; or, should there be a fence on both sides of the drain the excavated earth shall be cast onto the adjoining lands as directed by the Commissioner or Engineer in charge.

In each and every case the said excavated earth shall be well and evenly spread over a sufficient space so that no portion of the excavated earth is more than fifteen inches (15") 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.

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 and 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.

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, and when that portion of the work is completed the said fence or bridge shall be replaced in a neat and workmanlike manner, but the contractor will not be required to procure any new material for rebuilding such fence or bridge, provided he has used reasonable care in removing and replacing the same.

In the case of the culvert across the Michigan Central Railway right-of-way, it is to be enlarged and deepened as set out in the report, and it may be of any form or material giving the required capacity — either in one opening or in two, as so indicated.

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 Commissioner or Engineer in charge. Said estimates shall not be more than 80% of the value of the work done and material furnished on the ground, 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.

Windsor, Ontario, May 12th, 1948.
C. G. R. ARMSTRONG,
Township Engineer.

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 report, plans, specifications assessments and estimates are hereby adopted and the drainage work as herein 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 \$5,274.00, being the estimated cost of repairing the Gzowski Drain, and may issue debentures of corporation to that amount in sum of not less than \$50 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 \$1,637.00, the amount charged against the said lands and roads for benefit, and the sum of \$2,962.00, 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, 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 \$675.00, 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 Gzowski 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 places 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.
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 5th day of July, A.D., 1948.

JOHN McAULIFFE,
Clerk of the Municipality of Sandwich South.

(OVER)

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 2nd day of August, 1948, at the hour of 4 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 m pt 3	8		\$	\$ 13.00	\$ 13.00	\$ 3.84	\$ 16.84	\$ 1.68	George Ivanisko
n e pt 3	16			26.00	26.00	7.67	33.67	3.37	G. Tremblay
s e pt 4	30			48.00	48.00	14.16	62.16	6.22	G. E. Ferriss
n e pt 4	60			96.00	96.00	28.32	124.32	12.43	C. Jobin Estate
e pt 5	56			90.00	90.00	26.55	116.55	11.66	Jos. Dureno
w pt 5	15			24.00	24.00	7.08	31.08	3.11	A. St. Julien
10 w pt 4 and 5	20			32.00	32.00	9.44	41.44	4.14	Alex Dawson
n w pt 3	17			27.00	27.00	7.97	34.97	3.50	Russell Farough
m pt w 1/2 3	17			27.00	27.00	7.97	34.97	3.50	Margaret Farough
S.T.R. s w 1/4 295	50			80.00	80.00	23.60	103.60	10.36	Alex Dawson
n w 1/4 295	48			76.00	76.00	22.42	98.42	9.84	Robt. Schwertner
e 5/8 n 1/2 296	60			100.00	100.00	29.50	129.50	12.95	Robert Schwertner
e pt w 2-5 296	17.53	30.00		52.00	82.00	24.19	106.19	10.62	Mike Palencer
w pt w 2-5 296	17.23	60.00		51.00	111.00	32.75	143.75	14.38	Geo. Palencer
pt w 2-5 296	.71			3.00	3.00	.89	3.89	.39	Kathleen Davies
s 1/2 296	100	130.00		266.00	396.00	116.82	512.82	51.28	James Halford
e 2-5 n 1/2 297	38.5	90.00		115.00	205.00	60.48	265.48	26.55	Ellen Halford
w pt n 1/2 297	33.75	53.00		91.00	144.00	42.48	186.48	18.65	James Halford
w 1/4 n 1/2 297	24	45.00		65.00	110.00	32.45	142.45	14.25	Ellen Halford
pt s 1/2 297	90	230.00		348.00	578.00	170.51	748.51	74.85	Elizabeth Halford
pt s 1/2 298	30			81.00	81.00	23.90	104.90	10.49	Elizabeth Halford
e 3/4 n 1/2 298	72.5			196.00	196.00	57.82	253.82	25.38	C. Jobin Estate
N.T.R. pt s e 1/4 295	1.25			2.00	2.00	.59	2.59	.26	Eli Malenfant
pt s e 1/4 295	.25			1.00	1.00	.30	1.30	.13	James Hope
pt s w 1/4 295	3.94			6.00	6.00	1.77	7.77	.78	Marion Leham
pt s w 1/4 295	4.11			7.00	7.00	2.07	9.07	.91	J. Fortosky
pt s w 1/4 295	3.			5.00	5.00	1.48	6.48	.65	C. Brandenburg
pt s w 1/4 295	5.			8.00	8.00	2.36	10.36	1.04	Deszo Horvath - paid
pt s w 1/4 295	10.			16.00	16.00	4.72	20.72	2.07	Marie Morgan - paid
pt s w 1/4 295	2.5			4.00	4.00	1.18	5.18	.52	Charlotte Chapman
pt s w 1/4 295	8.25			13.00	13.00	3.84	16.84	1.68	Herm Perrson
pt s w 1/4 295	5.			8.00	8.00	2.36	10.36	1.04	Thomas Clark
pt s w 1/4 295	5.			8.00	8.00	2.36	10.36	1.04	Lorne Ruston
pt s w 1/4 295	5.			8.00	8.00	2.36	10.36	1.04	Michael Fisher
pt s 1/2 295, 296	20			32.00	32.00	9.44	41.44	4.14	D. Paschin
pt s 1/2 295	5.			8.00	8.00	2.36	10.36	1.04	M. Palencer
N.T.R. pt s 1/2 296	5.47			9.00	9.00	2.66	11.66	1.17	Harvey Thorne
pt s 1/2 296	9.02			14.00	14.00	4.13	18.13	1.81	John Rosnovan
pt s 1/2 296	5.98			10.00	10.00	2.95	12.95	1.30	Edwin French
pt s 1/2 296	3.			4.00	4.00	1.18	5.18	.52	Charles Sim
pt s 1/2 296	1.			2.00	2.00	.59	2.59	.26	Gaiten LeCuyer
pt s 1/2 296	1.59			3.00	3.00	.89	3.89	.39	Wm. Seamer
pt s 1/2 296	3.38			5.00	5.00	1.48	6.48	.65	Harry Haynes
pt s 1/2 296	3.25			5.00	5.00	1.48	6.48	.65	Mary Edith Neff
pt s 1/2 296	2.			3.00	3.00	.89	3.89	.39	George Hornsey
pt s 1/2 296	8.5			14.00	14.00	4.13	18.13	1.81	A. J. Fisher
pt s 1/2 296	.5			1.00	1.00	.30	1.30	.13	George Girdler - paid
pt s 1/2 296	18.3			29.00	29.00	8.56	37.56	3.76	A. J. Fisher
s 1/2 n w 1/4 296	25.			40.00	40.00	11.80	51.80	5.18	Maurice Collins
n 1/2 n w 1/4 296	24.75	45.00		40.00	85.00	25.08	110.08	11.01	Ella Major
pt n e 1/4 296	20.			32.00	32.00	9.44	41.44	4.14	Joseph McCann
e 1/4 297	48.75	80.00		90.00	170.00	50.15	220.15	22.02	Maurice Collins
pt e 1/4 297	.29			1.00	1.00	.30	1.30	.13	James Halford
n pt w 1/2 e 1/2 297	25.75	47.00		56.00	103.00	30.39	133.39	13.34	Edw. Sexton
s pt w 1/2 e 1/2 297	22.3	45.00		58.00	103.00	30.39	133.39	13.34	Eli Malenfant
e 1/2 w 1/2 297	47.	65.00		115.00	180.00	53.10	233.10	23.31	Eli Malenfant
pt e 1/2 w 1/2 297	1.	5.00		3.00	8.00	2.36	10.36	1.04	E. Charbonneau
pt e 1/2 w 1/2 297	1/3	2.00		1.00	3.00	.89	3.89	.39	V. Levergood
w 1/4 297	20.75	45.00		42.00	87.00	25.67	112.67	11.27	Martha Lennon
pt 295 296, 297	1.81	5.00		5.00	10.00	2.95	12.95	1.30	Sandwich South Twp.
pt 295, 296, 297	10.	15.00		25.00	40.00	11.80	51.80	5.18	Canada Southern Rly. Co.
n e pt 298	15			30.00	30.00	8.85	38.85	3.89	George Hergott
10 e 1/3 9	10.45	25.00		15.00	40.00	11.80	51.80	5.18	Vince McCann
m 1/2 e pt 9	10.45	25.00		15.00	40.00	11.80	51.80	5.18	A. J. Jorgensen
w 1/3 9	10.45	25.00		15.00	40.00	11.80	51.80	5.18	Joseph McCann
n 1/2 n e 1/4 10	25.	60.00		26.00	86.00	25.37	111.37	11.14	Joseph McCann
s 1/4 n e 1/4 10	25.	60.00		28.00	88.00	25.96	113.96	11.40	Nellie McCann
n 1/2 s e 1/4 10	25.	60.00		30.00	90.00	26.55	116.55	11.66	Vincent McCann
s 1/2 s e 1/4 10	25.	60.00		32.00	92.00	27.14	119.14	11.91	Charles McCann
s e pt 11	25.	50.00		25.00	75.00	22.13	97.13	9.71	Thomas Croft
11 w pt 9	10.			10.00	10.00	2.95	12.95	1.30	George Grondin
pt w pt 10	30	48.00		30.00	78.00	23.01	101.01	10.10	Ellen Croft
pt w pt 10	20	32.00		20.00	52.00	15.34	67.34	6.73	Robert Croft
s w pt 11	40	100.00		27.00	127.00	37.47	164.47	16.45	Annie Purser
n w pt 11	15	35.00		7.00	42.00	12.39	54.39	5.44	Wilmer Drager
w pt 12	30	50.00		10.00	60.00	17.70	77.70	7.77	Clarence Marshall
n 1/2 s e 1/4 12	10	15.00		2.00	17.00	5.02	22.02	2.20	Clarence Marshall
Total on lands			\$1637.00	\$2962.00	\$4599.00	\$1356.84	\$5955.84	\$595.67	
Highway No. 3			80.00	56.00	136.00	40.12	176.12	17.61	Dept. of Highways
Highway No. 98			60.00	20.00	80.00	23.60	103.60	10.36	Dept. of Highways
9th Con. Road			80.00	68.00	148.00	43.66	191.66	19.16	Sandwich South Twp.
South Talbot Road			85.00	96.00	181.00	53.40	234.40	23.44	Sandwich South Twp.
11th Con. Road			75.00	30.00	105.00	30.98	135.98	13.60	Sandwich South Twp.
Total on lands, roads..			\$2017.00	\$3232.00	\$5249.00	\$1548.60	\$6797.60	\$679.84	
Special Assesment					25.00	7.38	32.38	3.24	Can. Southern Rly. Co.

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Dec 14 Received 45.80 from Canadian Broadcasting Corp.