

REQUEST FOR PROPOSAL 02-2022

Streetlight Maintenance Contract

Issued: March 11, 2022

Deadline for Submissions: April 29, 2022



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

The Corporation of the Town of Shelburne

203 Main Street East | Shelburne, ON L9V3K7

Phone 519 925-2600 | Fax 519 925-6134 | Email: treasurer@shelburne.ca



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SUBMISSION

Bids must be in the possession of the Town of Shelburne no later than 2:00pm on April 29, 2022. Late bids will not be accepted. Late bids will be time/date stamped and returned unopened. Request for Proposals to be addressed by email to Carey Holmes, Treasurer at treasurer@shelburne.ca with the subject line clearly stating RFP 02-2022 Submission.

Hard Copy Proposals:

RFP 02-2022 STREETLIGHT MAINTENANCE CONTRACT

Town of Shelburne

Attention: Treasurer

203 Main Street East

Shelburne, ON L9V3K7

TIMELINE

March 11, 2022	Request for Proposal Issued
April 14, 2022 (4:00 pm) <i>(questions & addendums (if any))</i>	Deadline for emailed questions to Municipality from Interested Suppliers; Replies will be circulated to all Suppliers: Addendums (if necessary) will be the responsibility of the bidder to download from the town website at Shelburne.ca or Merx.com
April 29, 2022 (2:00 pm)	Closing date for Proposal Submissions
May 06, 2022	The Municipality will award the Request for Proposal and notify the successful Proponent



QUESTION PERIOD

Request for Proposal documents are available at the Town of Shelburne office and on the Town of Shelburne website as specified below, and any questions should be directed by email only to:

Jamie Kaske, Municipal Operations, Parks and Facilities Clerk
Town of Shelburne
203 Main Street East,
Shelburne, Ontario L9V 3K7
Phone: 519-925-2600 x 261
Email: jkaske@shelburne.ca
Website: www.shelburne.ca

Deadline for emailed questions will be April 14, 2022 at 4:00 pm. Responses and clarifications requests will be provided to all proponents in writing. No clarification requests will be accepted by telephone.

PROPOSAL FORMAT

Request for Proposal submissions must include:

- Completed in Full Request for Proposal Form
- Completed in Full Schedule "A", "B", and "C"
- Company Profile including Certifications and Accreditations along with relevant Municipal experience
- References of similar projects from previous/existing Vendors
- Copy of Contractor's current insurance certificates
- WSIB clearance certificate
- Schedule of proposed quarterly meetings with the Manager of Operations, Parks and Facilities and the Operations, Parks and Facilities Clerk
- Approach of overall project cost controls

Please Be Advised

Proposals that are incomplete, conditional, illegible, or obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks.



A Contractor may, without prejudice to himself, withdraw his tender at any time up to twenty-four (24) hours before the time set for the closing of the tender. Such withdrawal shall be made in writing and be received by the Town within the specified time

OVERVIEW

The Town of Shelburne is a small urban community of approximately 9,000 residents. It is located one hour north of Toronto, in the County of Dufferin with a total area of 6.44 km² (2.49 square miles). The Town of Shelburne is requesting pricing to undertake streetlight maintenance services to the municipality and act as first response, on an as needed basis for streetlight maintenance. Occasionally, the workload may be extended to address special planning projects or new developments, as directed.

CONTRACT

This Contract shall be effective from the time of award, for a period of one (3) year starting August 01, 2022 to July 31, 2025. Pricing submitted shall be firm for the term of the contract. This contract will consist of a (3) year extension, if mutually agreed upon by both parties.

CONTRACTOR QUALIFICATIONS

It is not the intention of the Town to award this RFP to any Contractor who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully, and to complete it in the time stated in this Tender.

The Contractor will be a member in good standing of the Electrical and Utility Safety Association (E.U.S.A.) and work within the rules of the Construction Safety Act. The personnel operating directly under this Contract shall be qualified to work in proximity to energized power lines. The bucket-truck equipment used in this Contract must comply fully with all applicable safety standards

Equipment

Aerial devices or radial boom derrick units used by the Contractor must be operated in accordance with the E.U.S.A. rules. Aerial devices or radial boom derrick units must be



tested and certified in accordance with CSA C225-M88. If the aerial device requires outriggers to meet stability requirements, the outriggers must have planks or pads used under the outrigger foot. Wheels should be chocked. Vehicles shall be equipped with appropriate 4-way flashers, yellow rotating light or beacon, traffic signs, traffic cones and if required, a flashing arrow or arrow/board as per the "Ontario Traffic Manual - Book 7 – Temporary Conditions".

Workmanship

Work shall be carried out in accordance with the best standard practice by persons trained and skilled in the type of work concerned. Job measurements shall be taken for the proper executions and completion of the work and the Contractor shall assume complete responsibility for the accuracy and completeness of the work therein. The whole work shall be complete to the entire satisfaction of the Town.

SCOPE OF WORK

Reporting to the Manager of Operations, Parks and Facilities and the Operations, Parks and Facilities Clerk, the successful contractor will be responsible for maintenance of approximately 789 streetlights on as needed basis. All emergency call outs are expected to be authorized by the Manager of Operations, Parks and Facilities and the contractor will be available seven (7) days a week, twenty-four (24) hours a day and three hundred and sixty-five days (365) days per year for emergency work. Finally, the contractor will make recommendations to the Manager of Operations, Parks and Facilities regarding the annual department budget allocations for operational and long-range lighting projects. The contractor shall respond within twenty-four (24) hours, by email, phone or fax to all service requests, confirming receipt and providing estimated time of repair.

Expected Response to Repairs

The following table specifies the Response Time in which the Contractor must complete repairs:



Priority	Degree of Severity	Response time	Expected Response
1	Critical	Two (2) hours	Without Delay
2	Non-Critical	N/A	Light functioning and Repaired within seven (7) working days of service request
3	Non-Critical	N/A	Light functioning and Repaired with Ten (10) working days of initial call.

Priority of Repairs

The Town of Shelburne shall be the sole judge of these priorities and any other failures noted. The Town will code all Request for Repairs with priority codes.

Priority	Reported Problem
1	Any accident response
1	Power supply or light support system failure
1	Streetlight pole knockdown
1	Aerial Span wire down
1	Overhead equipment unfastened or hanging
1	Streetlight pole leaning
2	30% or more all conventional illumination within one kilometre of roadway is out
2	Three or more consecutive malfunctioned roadway lighting locations
2	A streetlight is out on a Primary (Arterial) road.
3	Less than 30% of all conventional illumination on any kilometre of roadway is out.
3	One malfunctioned streetlight
3	A streetlight is out on a Secondary (Residential) Road



Provisional Items

The Town agrees that the payment for services will be at the rates reflected on Schedules A, B and C, attached hereto and forming part of this Contract and items listed as "Provisional Items" may or may not be required. The Contractor may not claim extra payment for loss of anticipated profits.

Minimum Call Out Time Payment

The Town agrees that minimum call-out time payment will be for one (1) hours.

Notification of Repair

The Contractor must provide proper control of paperwork and documentation, notifying Manager of Operations, Parks and Facilities and the Operations, Parks and Facilities Clerk, that the requested work order has been completed. If requested repairs cannot be completed within Expected Response Time (3a), the Operations, Parks and Facilities Clerk must be informed.

System Failures

The Contractor shall respond to system failures and determine the cause for the failures. Failures such as power outages caused by Town equipment breakdowns shall be repaired to restore power to the Streetlight System. The Contractor shall investigate and isolate any short-circuited surface cable system and restore power to undamaged circuits within the same system. For unscheduled power outages, the Contractor shall contact The Hydro Authority to discuss the restoration of power.

The Contractor shall repair all underground faults that occur under concrete and asphalt, sidewalks/driveways by arranging when necessary the work to be performed by sub-contracting to fulfill the requirements needed, such as the removal and replacements of sidewalk panels including a full restoration of the surrounding area such as driveway asphalt aprons, interlocking paver stone and sod replacement. This work will not commence until the work and sub-contractor has been approved by the Town by written consent.

Repeat failures must be reported to the Manager of Operations, Parks and Facilities and the Operations, Parks and Facilities Clerk at the Town. Summary on work orders must cite reasons for the repeated calls.



Scheduled Meetings Requirements

Open communication is expected through quarterly meetings with the Town in respect to:

- Status of Prioritized response times;
- Damaged poles;
- New underground faults and status of related repairs;
- Installation locations of temporary feeds;
- System drawing updates;
- Any additional information requested as needed.

Due Diligence

Responsible management of daily work procedures is expected by the Town. If invoiced amounts reflect that the Contractor has not provided adequate communication regarding ongoing maintenance issues and inadequate scheduling of repairs, the contract will be terminated by the Town. Notice will be provided in writing providing a forty-five (45) day notice.

Town Contacts

1. Will Thomson, Manager of Operations, Parks and Facilities
Phone: 519-925-2600 Ext. 258 | Email: wthomson@shelburne.ca
2. Jamie Kaske, Municipal Operations, Parks and Facilities Clerk
Phone: 519-925-2600 Ext. 261 | Email: jkaske@shelburne.ca

BACKGROUND ON BID PRICES

All Unit Bid Prices are to include the following administrative services, labour, equipment, materials, and associated costs:

- Procurement of any necessary permits as required;
- Obtaining of any approvals to enter local hydro plant facilities;
- Stray voltage testing/inspection at requested sites;
- Contract Administrator and Foreman's time and associated costs for all unit bid prices;



- Full Compensation for all labour, equipment and tools to complete the work;
- All work associated with documentation of work order and generating invoices;
- Work zone safety set-up, traffic protection plan and equipment;
- Removal and disposal of damaged/obsolete equipment;
- Installation of new wattage labels and streetlight numbers on fixture/pole if old, or if labels are missing or deteriorated;
- Removal and disposal of debris, including excavated material;
- Restocking of contractor supplied material and storing of salvaged material;
- Unless otherwise specified, all incidental material shall include:
 - o Bandit Steel and Buckles o Bushings, Grommets
 - o Pylons or other temporary markers
 - o Spray Paint
 - o PVC Cement
 - o Tape – Electrical/Masking and Connections
 - o Nuts/Washers/Screws/Bolts/Rivets/Clamps/Wire
 - o Connectors/C-Loks
 - o Dumping Charges
 - o Anti-seize assembly compounds
 - o Wire (Gauges 18 and Greater)
 - o Cleaning Materials, Oils, Lubricants, Caulking, Foam Insulation Spray, Duct Seal
- All testing as required;
- Inspection of luminaires following every service call as per General Information;
- All vehicle, tools, and equipment as defined in Schedule B;
- Price to include travel time to and from the site, unless otherwise specified.

TERMS AND CONDITIONS

Cleaning Up

The Contractor shall leave the site of the work in a clean, tidy condition, completely free of any debris that may have accumulated from his activities. The Contractor shall promptly, once the work is complete, pick up the protective barriers, signs, etc., used to warn the public of this work.

Confidentiality



In accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended, Contractors are advised that any personal information provided by a Contractor responding to this RFP as hereby collected under the authority of the Municipal Act, 2001 and will be used exclusively in the RFP process. The Town will treat all proposals as confidential within the boundaries of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). All public reports approved by the Town of Shelburne will become public information

Contractor to Investigate

The Contractor is responsible for carefully examining all sites in which work under this Proposal is to be performed, satisfying himself as to the character and nature of the ground conditions and identify which types of equipment will be required to perform the work. The submission of a proposal shall be deemed to be proof that the Contractor has complied with the foregoing requirements.

Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature, character, quality, and quantity of the materials required, the character of equipment and facilities needed primarily to, and during, the prosecution of the work, the general and local conditions, and all other matters which can, in any way, affect the work under this Contract.

Deviations

No deviations from the specifications shall be made by the Contractor in the execution of the work without the written approval from the Town's Contract Administrator.

Harmonized Sales Tax (H.S.T.)

For the purpose of this Proposal, Harmonized Sales Tax (H.S.T.) will not be included in the Proposal Unit Prices, however, the successful Contractor, when invoicing the Town for the work performed under this Proposal, shall show the H.S.T. tax as a separate item on all invoices.

Indemnification

The Contractor shall indemnify and save harmless the Corporation of the Town of Shelburne from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description made, brought or



recovered against the Town by reason of any act or omission of the Contractor, his agents or employees, in the execution of his work. The Contractor shall agree to fulfil all of its obligations in compliance with the Occupational Health and Safety Act, Electrical & Utilities Safety Association (E.U.S.A.) and Industry Specific Safety Standards applicable to the specified work required, and further agrees to take total responsibility for any health and safety violation that may occur.

Insurance

The party to whom this Contract is awarded shall supply the Town with proof of insurance and a copy of the policy, prior to signing of the Contractor by Town officials, and provide coverage throughout the term of the Proposal in the amounts outlined below. Comprehensive General Liability Insurance with a minimum limit of liability of \$5,000,000.00 inclusive of any one occurrence. Comprehensive General Liability Insurance shall cover all operations and liability assumed under the Contract with the Town. The Comprehensive General Liability Insurance shall include premises and operations liability, Contractor's contingency liability with respect to the operations of Sub-contractors completed operations liability and automobile liability (owned, non-owned or hired units). All premiums and expense incurred with this insurance shall be paid for by the Contractor. Failure to maintain adequate insurance, the Contractor shall be totally responsible for all claims for damage

Limits and Laws/Conformity to Legislation

The Contractor shall obtain, and pay for all required permits from Federal, Provincial and Municipal Authorities having jurisdiction over the work. The Contractor shall comply with all applicable laws, ordinances, rules and regulations including but not limited to, Occupational Health and Safety Act, the Labour Act, Environmental Protection Act and Highway Traffic Act.

Minor Changes

The Town reserves the right to negotiate minor changes or variations to this Proposal with the successful Contractor without recalling the Proposal.

Occupational Health and Safety Act

The Contractor shall comply with all provisions and regulations of the Occupational Health & Safety Act and amendments thereto, and any other Federal or Provincial



Statute or Local By-Laws concerning safety or any other phase of his work on this Contract or any other Contract with the Town of Shelburne.

Payment

Payment for the work will be made only on the basis of the prices shown in the RFP. Terms Net 30 days after receipt of WSIB Certificate of Clearance and acceptance of satisfactory completion by the Town.

Procurement Policy

Contract Award and Execution shall be in accordance with the Town's Municipal Procurement Policy 2019-05. Copies are available on the Town's website: <https://www.shelburne.ca/en/town-hall/resources/Documents/Municipal-Procurement-Policy-2019.pdf>. This document is available in alternative format upon request.

Safety

The Contractor must comply with ALL Safety Standards established by law and with Safety Standards established by Industry Associations where applicable. Breach of this condition will be a fundamental Breach of Contract.

The Contractor shall see that all necessary safety equipment for the protection of workmen employed on the work is provided. This shall include safety helmets, safety masks, safety vests, safety boots, safety gloves, signs, safety cones, flashers, etc. The Contractor shall conduct the work at all times with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and Government requirements applying to the work

Sub-Letting

The Contractor shall keep the work under his personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Town.

Town's Authority

The Manager of Operations, Parks and Facilities shall be the Contract Administrator as identified in Ontario Provincial Standards (O.P.S.) Section GC 1.04 of the General Conditions. It is mutually agreed between the parties of this Contract that the Town's Manager of Operations, Parks and Facilities or designated representative, shall supervise, direct, and approve all work included herein, and in all cases shall decide



every question which may arise relative to the execution of the work to be performed under this Contract.

Town's Right to Terminate Contract

If the Contractor is in default in carrying out its obligations under the Contract, the Town may, without prejudice, upon 45 day written notice to the Contractor, terminate the Town's obligations under the Contract. If the Contract is so terminated, the Contractor shall forthwith leave the site. The Town shall be obliged to pay only for work satisfactorily completed through the date of termination. The decision of the Contract Administrator as to the amount of such sum shall be final.

WHMIS - Workplace Hazardous Materials

The Contractor is responsible to provide training and necessary equipment to the Contractor's employees for the handling of hazardous materials. • The Contractor is responsible for making sure all hazardous materials have proper supplies labels and that up to date (less than three (3) years old) material safety data sheets (M.S.D.S) are available to the Owner, for all products which are hazardous materials in the Contract and/or on the construction site

Workplace Safety and Insurance Board (WSIB)

The Contractor shall, at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety & Insurance Board Act. The Tenderer shall, at the time of entering into a Contract with the Town, provide the Manager of Operations, Parks and Facilities satisfactory proof that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid and the Town may, at any time during the performance or upon the completion of such Contract, require a further declaration that such assessments or compensations have been paid. The Contractor clearly understands and agrees that they are not, nor is anyone hired by the Contractor, covered by the Corporation of the Town of Shelburne under the Workplace Safety & Insurance Board Act, The Unemployment Act, or any other Act, whether Provincial or Dominion, in respect of the Tenderer, their employees and operations, and shall upon request furnish the Town with such satisfactory evidence that the Contractor has complied with the provisions of any such Acts. The Town of Shelburne is not to be deemed the employer of the supplier or their personnel under any circumstances whatsoever.



REQUEST FOR PROPOSAL FORM

Company Name:
Address:
City, Province, Postal Code
HST Registration Number:
Contact:
Phone:
Email:
Insurance Company:
Policy Number:
Insurance Coverage:
WSIB Clearance Certificate Number:

Having carefully examined all Proposal Documents related thereto, including the General Terms, Scope of Work, Proposal Requirements, Schedules of Unit Prices and Form of Proposal and Addendum do hereby provide this Proposal in accordance with the Proposal Documents and all specifications. I/We understand and agree to repair and maintain streetlights as per the instructions, conditions and costing as proposed in Schedule A B & C (unit prices).

Signature of Authorized Person

Print Name

Title

Signature of Witness

Please note: Person signing must be authorized to conduct business on behalf of the company represented and to bind the company/individual to statements on this RFP/Contract. Failure to sign submission will result in a rejection of the proposal.



SCHEDULE A – LABOUR

(3 year term)

ITEM NO.	ITEM	UNIT	RATE
1.	Foreman	Hourly	\$
2.	Journeyman Power Linesman	Hourly	\$
3.	Journeyman Power Linesman – Apprentice	Hourly	\$
4	Equipment Operator	Hourly	\$
5	Designer/Contract Administrator	Hourly	\$
6	Journeyman Electrician	Hourly	\$
7		Hourly	\$
8		Hourly	\$

Please specify other field staff's hourly rate that may be used.

HST NOT INCLUDED IN PRICES



SCHEDULE B – VEHICLES

(3 year term)

ITEM NO.	ITEM	UNIT	RATE
1	Bucket Truck (standard street light maintenance)	Hourly	\$
2	Bucket Truck – 65 ft.	Hourly	\$
3	Auger Truck	Hourly	\$
4	Hydro Vac- Truck	Hourly	\$
5	Digger Truck	Hourly	\$
6	Small Bucket Truck – Flags/Banners	Hourly	\$
7	Small Truck – Van/Pick up	Hourly	\$
8	Backhoe	Hourly	\$
9	Radial Boom Derrick	Hourly	\$
10	Directional Drill	Hourly	\$
11		Hourly	\$

Please specify all other vehicles and hourly rates that may be used

HST NOT INCLUDED IN PRICES



SCHEDULE C – MAINTENANCE

(3 year term)

Item No.	Description	Unit	Unit Cost	
			Labour, Equipment & Material	Labour & Equipment
Replace LED Lamps				
1.	36 watt	Each	\$	
2.	51 watt	Each	\$	
3.	92 watt	Each	\$	
4.	103 watt	Each	\$	
5.	143 watt	Each	\$	
Replace HPS Lamps				
6.	70 watt	Each	\$	
7.	100 watt	Each	\$	
8.	150 watt	Each	\$	
9.	200 watt	Each	\$	
10.	250 watt	Each	\$	
11.	400 watt	Each	\$	
Replace LED Lamp & Photocell				
12.	36 watt	Each	\$	
13.	51 watt	Each	\$	
14.	92 watt	Each	\$	
15.	103 watt	Each	\$	
16.	143 watt	Each	\$	
Replace HPS Lamp & Photocell				
17.	70 watt	Each	\$	
18.	100 watt	Each	\$	
19.	150 watt	Each	\$	
20.	200 watt	Each	\$	
21.	250 watt	Each	\$	
22.	400 watt	Each	\$	
Replace LED Driver, Bulb & Photocell				



23.	36 watt	Each	\$	
24.	51 watt	Each	\$	
25.	92 watt	Each	\$	
26.	103 watt	Each	\$	
27.	143 watt	Each	\$	
	Replace HPS Ballast, Bulb & Photocell			
28.	70 watt	Each	\$	
29.	100 watt	Each	\$	
30.	150 watt	Each	\$	
31.	200 watt	Each	\$	
32.	250 watt	Each	\$	
33.	400 watt	Each	\$	
34.	1000 watt	Each	\$	
35.	Replace 1500 watt Metal Halide Bulb (Ball Lighting)	Each	\$	
36.	Replace 1000 watt Metal Halide Bulband Ballast (Ball Lighting)	Each	\$	
37.	Replace 1500 watt Metal Halide Bulband Ballast (Ball Lighting)	Each	\$	
	Replace LED Verdeen Head, Driver, Bulb & Photocell			
38.	36 watt	Each	\$	
39.	51 watt	Each	\$	
40.	92 watt	Each	\$	
41.	103 watt	Each	\$	
42.	143 watt	Each	\$	
	Replace HPS Cobra Head, Ballast, Bulb & Photocell			
43.	70 watt	Each	\$	
44.	100 watt	Each	\$	
45.	150 watt	Each	\$	
46.	200 watt	Each	\$	
47.	250 watt	Each	\$	
48.	400 watt	Each	\$	
	Underground Faults			



49.	Trace and Locate	Hour	\$
50.	Repair	Hour	\$
51.	Replace Hand Hole Cover	Each	\$
52.	Install Streetlight Pedestal	Each	\$
53.	Straighten direct buried pole	Each	\$
54.	Remove, order and replace a direct buried streetlight pole (pole cost extra)	Each	\$
55.	Remove, order and replace a base mount streetlight pole (assuming polebase is intact) (pole cost extra)	Each	\$
Other (Unknown Quantities)			
56.	Install 1-50mm and/or 100mm High Density Polyethylene conduit – Under Pavement complete with required S/L cables (conduit & cable cost excluded)	Metre	\$
57.	Install 1-50mm and/or 1-100mm PVC in boulevard complete with required S/L cables (conduit & cable cost excluded)	Metre	\$
58.	Install 1-50mm and/or 1-100 mm PVC in traffic island/centre median with required S/L cables (conduit & cable cost excluded)	Metre	\$
59.	Supply & Install direct buried Street Light cables	Metre	\$
60.	Supply & Install O/H Street Light cables complete with insulators including splices	Span	\$
61.	Removal of Temporary Overhead System	Span	\$
62.	Lens Washing, and Photocell cleaning	Each	\$
63.	Remove and replace a secondary in-line Fuse Holder, Fuse Boot, or Fuse	Each	\$
64.	Utility Locate including field marking and documentation submission	Each	\$
65.	Emergency Utility Locate including field marking and documentation submission	Each	\$

HST NOT INCLUDED IN PRICES



APP NUMBER	02-2022	DRAWING TITLE	Town of Shelburne Streetlight Map
LEGEND	<ul style="list-style-type: none"> ● Streetlight — Road - - - Shelburne Municipal Boundary 		
REFERENCE			
		PROJECT NO.	2022-005
		VERSION:	01
		DATE:	09-07-2022

PLEASE NOTE: This document is for visualization purposes only. It may not be used beyond its intended function or redistributed in any format. For more information, please contact the Town of Shelburne Municipal Office located at 203 Main Street East in Shelburne, Ontario. BUSINESS HOURS: Monday to Friday, 9:30 AM to 4:30 PM TELEPHONE: 519-525-2030 FAX: 519-525-4134 WEB: shelburne.ca