

# SCHEDULE

## Definitions

1 The following definitions apply in this Schedule.

**Ambassador Bridge** means the existing four-lane international bridge that spans the Detroit River between Windsor, Ontario, and Detroit, Michigan. (*pont Ambassador Bridge*)

**Canadian border services facilities** means the border services facilities of the Ambassador Bridge in Windsor, Ontario, that will also serve the Replacement bridge. (*installations canadiennes de services frontaliers*)

**Canadian border services facilities work** means the work proposed by the Canadian Transit Company to alter the Canadian border services facilities, as described in the Canadian Transit Company's application and documents relating to it. (*travaux relatifs aux installations canadiennes de services frontaliers*)

**Replacement bridge** means a new six-lane international bridge immediately west of the Ambassador Bridge, as described in the Canadian Transit Company's application and documents relating to it. (*pont de remplacement*)

## Alteration of the Canadian Border Services Facilities

2 The approval of the Canadian border services facilities work is subject to the terms and conditions set out in sections 3 to 12.

3 The Canadian border services facilities work shall be performed within the footprint of the conceptual drawing for that work submitted to the Canada Border Services Agency in June 2016 by the Canadian Transit Company and approved by that Agency by letter dated July 11, 2016 to the Canadian Transit Company.

4 The Canadian border services facilities work shall be performed in compliance with the statement of requirements entitled *Ambassador Bridge January 2014 Approved*, attached to the Canada Border Services Agency's letter dated January 31, 2014 to the Canadian Transit Company.

5 The final plans for the Canadian border services facilities work shall be substantially consistent with the conceptual drawing submitted to the Canada Border Services Agency in June 2016 by the Canadian Transit Company and approved by that Agency by letter dated July 11, 2016 to the Canadian Transit Company.

6 The Canadian Transit Company shall, in performing the Canadian border services facilities work, implement and comply with all mitigation, monitoring and follow-up measures described in the *Environmental Assessment Screening Report* dated January 23, 2014 and prepared

pursuant to the *Canadian Environmental Assessment Act* by Transport Canada and the Windsor Port Authority.

7 The Canadian Transit Company shall establish a process to ensure that the Walpole Island First Nation is consulted on the performance of the Canadian border services facilities work, including on the design, the Archeological Stage IV issues and the benefits and opportunities that the work may present for the Walpole Island First Nation.

8 The Canadian Transit Company shall, prior to the completion of the Canadian border services facilities work, acquire the portion of Huron Church Road between College Avenue and Wyandotte Street in Windsor, Ontario, and, unless a written agreement addressing the issue of the relocation of that portion of Huron Church Road and its public utilities before the completion of the Canadian border services facilities work is concluded with the City of Windsor, shall also

(a) keep open for public use and maintain, at its own cost, that portion of Huron Church Road until it closes;

(b) relocate or cause to be relocated, at its own cost, that portion of Huron Church Road and any and all of its public utilities to a location that is immediately adjacent to the west side of the Canadian border services facilities, as expanded by the performance of the Canadian border services facilities work, as illustrated on page 8 of the Canadian Transit Company's application to Transport Canada dated February 27, 2014 and in Appendix A to the Canadian Transit Company's letter to Transport Canada dated August 21, 2014;

(c) provide all proper easements necessary for the purpose of and as a result of the relocation of any and all of the public utilities referred to in paragraph (b);

(d) open and keep open for public use the relocated road referred to in paragraph (b); and

(e) maintain, at its own cost, the relocated road referred to in paragraph (b).

9 The design and construction of the relocated road and the public utilities referred to in paragraph 8(b) shall be similar to the portion of Huron Church Road and its public utilities between College Avenue and Wyandotte Street and shall meet standards, specifications and requirements that are not less stringent than those that apply to the design and construction of similarly situated roads and public utilities in the City of Windsor.

10 Upon the opening for public use of the relocated portion of Huron Church Road, the Canadian Transit Company shall close or cause to be closed the portion of Huron Church Road between College Avenue and Wyandotte Street.

11 Unless a written agreement addressing the issue of the response time for the City of Windsor Emergency Response Teams to serve the community as a result of the Canadian border services facilities work is concluded with the City of Windsor, the Canadian Transit Company shall, at its own cost and prior to the commencement of that work, cause Fire Hall Number 4, located at 2600 College Avenue, to be relocated to a location in Windsor, Ontario, that is within the boundaries described as follows:

Commencing at the intersection of Prince Road and Peter Street;

Thence in a general northeasterly direction along Peter Street to the intersection of Peter Street and Mill Street;

Thence in a general southeasterly direction along Mill Street to the intersection of Mill Street and Felix Avenue;

Thence in a general southeasterly direction along Felix Avenue to the intersection of Felix Avenue and Millen Street;

Thence in a general southwesterly direction along Millen Street to the intersection of Millen Street and Brock Street;

Thence in a general southeasterly direction along Brock Street to the intersection of Brock Street and Well Street;

Thence in a general southwesterly direction along Well Street to the intersection of Well Street and Prince Road;

Thence in a general northwesterly direction along Prince Road to the point of commencement.

12 Unless a written agreement addressing the issue of road infrastructure impacts resulting from the Canadian border services facilities work is concluded with the City of Windsor, the Canadian Transit Company shall, at its own cost,

(a) ensure that any municipal road infrastructure in Windsor, Ontario, used for the performance of the Canadian border services facilities work is kept clean and free from any dirt and debris that results from the performance of the work; and

(b) carry out or cause to be carried out, following the performance of the Canadian border services facilities work, the rehabilitation or restoration of the following road infrastructure in Windsor, Ontario:

(i) College Avenue from Felix Avenue to Huron Church Road,

(ii) Felix Avenue from College Avenue to Mill Street,

(iii) the intersection of College Street and Huron Church Road, and

(iv) any other municipal road infrastructure that was damaged as a result of that work.

## Construction and Operation of the Replacement Bridge

13 The approval of the proposed construction and operation of the Replacement bridge is subject to the terms and conditions set out in sections 14 to 28.

14 The Canadian Transit Company shall commence the construction of the Replacement bridge no later than five years after the Governor in Council approved its construction.

15 The Canadian Transit Company shall complete the Canadian border services facilities work prior to the Replacement bridge opening to traffic.

16 The Canadian Transit Company shall not construct the Replacement bridge according to standards that are less stringent than the standards set out in the *Canadian Highway Bridge Design Code*.

17 The Canadian Transit Company shall, in carrying out the construction of the Replacement bridge, implement and comply with all mitigation, monitoring and follow-up measures described in the *Environmental Assessment Screening Report* dated January 23, 2014 and prepared pursuant to the *Canadian Environmental Assessment Act* by Transport Canada and the Windsor Port Authority.

18 The Canadian Transit Company shall establish a process to ensure that the Walpole Island First Nation is consulted on the construction of the Replacement bridge, including on the design, the Archeological Stage IV issues and the benefits and opportunities that the construction may present for the Walpole Island First Nation.

19 The Canadian Transit Company shall, at least 30 days prior to the commencement of the construction of the Replacement bridge, provide the Minister with a security risk assessment that

- (a) identifies the security risks associated with the construction of the Replacement bridge;
- (b) indicates the consequences associated with and the likelihood of the security risks materializing;
- (c) identifies the measures to be taken to mitigate the security risks; and
- (d) describes the methodology used to prepare the risk assessment.

20 The Canadian Transit Company shall, at least 30 days prior to the day on which the Replacement bridge opens to traffic, provide the Minister with a letter from an independent and qualified engineering firm certifying that the Replacement bridge was constructed in compliance with section 16 and in accordance with sound engineering principles and that it is safe for public use.

21 The Canadian Transit Company shall, at least 30 days prior to the day on which the Replacement bridge opens to traffic, provide the Minister with a security risk assessment that

- (a) identifies the security risks associated with the operation of the Replacement bridge;
- (b) indicates the consequences associated with and the likelihood of the security risks materializing;
- (c) identifies the measures to be taken to mitigate the security risks; and
- (d) describes the methodology used to prepare the risk assessment.

22 The Canadian Transit Company shall demolish or cause to be demolished the Ambassador Bridge other than the border services facilities. The demolition must be completed within five years from the day on which the Replacement bridge opens to traffic.

23 The Canadian Transit Company shall, prior to the commencement of the construction of the Replacement bridge, provide the Minister with a list of all permits and authorizations required in Canada and the United States for the demolition of the Ambassador Bridge other than the border services facilities.

24 Subject to section 25, the Canadian Transit Company, prior to the commencement of the construction of the Replacement bridge, shall obtain or cause to be obtained all permits and authorizations required in Canada and the United States for the demolition of the Ambassador Bridge other than the border services facilities, and shall provide a copy of each permit and authorization to the Minister.

25 If, for reasons that are beyond the control of the Canadian Transit Company or any person that can demolish the Ambassador Bridge other than the border services facilities, permits or authorizations referred to in section 24 cannot be obtained prior to the commencement of the construction of the Replacement bridge, the Canadian Transit Company shall provide the Minister with

- (a) a list of those permits or authorizations;
- (b) the reasons why such permits or authorizations cannot be obtained prior to the commencement of the construction of the Replacement bridge;
- (c) a written declaration certifying that all conditions required for the issuance of those permits or authorizations can and will be met to enable the demolition; and
- (d) the approximate date on which the conditions referred to in paragraph (c) will be met and the approximate date on which permits or authorization are expected to be obtained.

26 The Canadian Transit Company shall, prior to commencement of the construction of the Replacement bridge, provide the Minister with

- (a) a time and cost estimate for the demolition of the Ambassador Bridge other than the border services facilities, from an independent and qualified engineering firm that can certify the engineering work related to the demolition; and
- (b) a written declaration certifying that the Canadian Transit Company or any person that can demolish the Ambassador Bridge has or will have the necessary funds to demolish the Ambassador Bridge other than the border services facilities, based on the cost estimate referred to in paragraph (a). The written declaration shall be supported by evidence demonstrating that such funds are or will be available.

27 Unless otherwise agreed to in writing with the City of Windsor, the Canadian Transit Company shall

- (a) acquire, in Windsor, Ontario,
  - (i) the properties that are within the boundaries confined by the future location of the Replacement bridge to the East, Wyandotte Street to the South, Indian Road to the West and University Avenue West to the North,
  - (ii) the properties that are within the boundaries confined by the future location of the Replacement bridge to the East, Riverside Drive to the North, University Avenue to the South and the intersection of Riverside Drive and University Avenue to the West, and
  - (iii) the property located at 2856 Riverside Drive West;
- (b) demolish all buildings on the properties described in paragraph (a); and
- (c) develop and maintain those properties, at its own cost, as public parkland.

**28** Unless a written agreement addressing the issue of road infrastructure impacts resulting from the construction of the Replacement bridge is concluded with the City of Windsor, the Canadian Transit Company shall, at its own cost,

- (a) ensure that any municipal road infrastructure in Windsor, Ontario, used for the construction of Replacement bridge is kept clean and free from any dirt and debris that results from the construction; and
- (b) carry out or cause to be carried out, following the construction of the Replacement bridge, the rehabilitation or restoration of the following road infrastructure in Windsor, Ontario:
  - (i) University Avenue, Peter Street, Donnelly Street and Wyandotte Street and associated sidewalks between Huron Church Road and Indian Road,
  - (ii) College Avenue from Felix Avenue to Huron Church Road,
  - (iii) Felix Avenue from College Avenue to Mill Street,
  - (iv) the intersection of College Street and Huron Church Road, and
  - (v) any other municipal road infrastructure that was damaged as a result of that construction.