

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2001-37

A by-law to authorize the signing of a Development Agreement.


WHEREAS 538427 Ontario Inc. has proposed the development of property at Part of Lots 3, 4 and 5, Registered Plan 6, 151 and 155 Sandwich Street South for use as a restaurant and commercial space.

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;

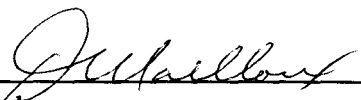
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. This By-Law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 13th day of August, 2001.



Mayor



Clerk

Read a first, second and third time and finally passed this 13th day of August, 2001.

Certified to be a true copy of By-Law
No. 2001-37 passed by the Amherstburg
Municipal Council on August 13, 2001.

TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

BETWEEN: 538427 Ontario Inc.

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DATE:

FOR OFFICE USE ONLY

UT 0320605
20107 5 10 2 06

(1) Registry Land Titles (2) Page 1 of 2 pages

(3) Property Identifier(s) Block Property Additional: See Schedule
70554 0226

(4) Nature of Document
Application to Register Development Agreement

(5) Consideration
n / a Dollars \$

(6) Description
Part of Lots 4 and 5, East side of Sandwich Street, Plan NO. 6
Town of Amherstburg, County of Essex

See Schedule attached
Asin R1389055

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
The Corporation of the Town of Amherstburg has an unregistered estate, right, interest or equity in the above land of which 538427 Ontario Inc., is the registered owner and hereby applies to have Development Agreement, dated August 13, 2001, made between the Corporation of the Town of Amherstburg and 538427 Ontario Inc., entered on the Parcel Register.

The evidence in support of this application consists of an executed copy of said Development Agreement.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor Agent Armando F. DeLuca, Q.C. EVAN TRALEY
2001 10 05

(11) Address for Service 800-176 University W., Windsor, Ontario N9A 5P3

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
538427 ONTARIO INC. (owner)

(13) Address for Service

(14) Municipal Address of Property
151 Sandwich St. W.
Amherstburg, Ontario

(15) Document Prepared by:
Armando F. DeLuca, Q.C.
MOUSSEAU, DELUCA, MCPHERSON,
PRINCE
800-176 University Ave. West
Windsor, Ontario N9A 5P3

Fees and Tax	
Registration Fee	60.00
Total	60.00

2/8

DEVELOPMENT AGREEMENT

Registered OCTOBER 5, 2001

THIS AGREEMENT made in quintuplicate this 17 day of August, 2001.

BETWEEN: 538427 Ontario Inc.

hereinafter called the "OWNER"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF
AMHERSTBURG

hereinafter called the "CORPORATION"
OF THE SECOND PART

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

AND WHEREAS the Owner warrants it is the registered owner of the said lands;

AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

AND WHEREAS the Owner intends to develop or redevelop the said lands for a restaurant and commercial space, in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

- SCHEDULE "A" - Legal description of the said lands
- SCHEDULE "B" - Site Plan
- SCHEDULE "C" - Landscaping Plan
- SCHEDULE "D" - Site Engineering Plan
- SCHEDULE "E" - Elevations

2. Schedule "A" hereto describes the lands affected by this Agreement.

6. Schedule "B" hereto shows:

- (a) The location of all buildings and structures to be erected;
- (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles;
- (c) Walkways and all other means of pedestrian access;
- (d) The location and provision for the collection and storage of garbage and other waste material.

4. Schedule "C" hereto shows:

- (a) Landscaping plan and plant list.

5. Schedule "D" hereto shows:

- (a) Site Engineering Plan including Stormwater Management Plan for Phase I.

6. Schedule "E" hereto shows:

- (a) Elevation drawings for the restaurant and commercial space.

7. The Owner shall be responsible for consulting with Essex Power Corporation regarding any matters that relate to services provided by Essex Power Corporation. The Owner shall also be responsible for conveying any required easements for the existing hydro overhead lines or new easements around the property if hydro lines need to be relocated.

8. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment or the Essex Region Conservation Authority.

9. All of the exterior walls of the building shall be faced with decorative block, brick, stone, stucco, structural glass, tile, baked enamel on steel or similar finished material.

10. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete portland cement or other material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like material, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.

11. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".

12. All walkways on the said lands, where so designated on Schedule "B", shall be constructed of either concrete or interlocking paving stone by the Owner to the satisfaction of the Corporation.

13. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.

14. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.

15. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "D" so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer, and separated from the sanitary sewer.
16. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
17. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
18. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "C". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.
19. A solid wood fence, stained or treated and maintained, with a minimum of 1.5 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B".
20. All driveways for emergency vehicles shall:
 1. Be connected with a public thoroughfare;
 2. Be designed and constructed to support expected loads imposed by firefighting equipment;
 3. Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 4. Have a clear width of 3 metres at all times;
 5. Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
 6. Have an overhead clearance not less than 4.5 metres;
 7. Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 8. Have approved signs displayed to indicate the emergency route.
21. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
22. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
 1. The progress of development;
 2. The state of maintenance as provided for in this Agreement.

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23. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
24. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.
25. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
26. In the event that an owner should fail to obey a stop work order issued under Section 23 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
27. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 24 or after notice of an opinion, which Council of the Corporation determines is correct under Section 25, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
28. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
29. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
30. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.

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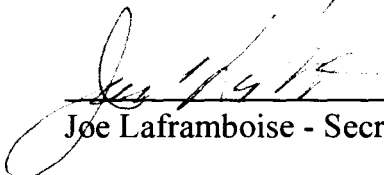
- 31. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 469 of The Municipal Act shall apply.
- 32. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of on-site improvements (other than buildings or structures) is required as part of the site plan agreement. The said amount to be approved by the Corporation's Manager of Public Services. A one (1) year maintenance bond is also a requirement of this agreement.
- 33. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of The Registry Act and The Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: 538427 Ontario Inc.




 Norbert Bolger - President




 Joe Laframboise - Secretary

THE CORPORATION OF THE TOWN OF AMHERSTBURG



 Mayor - Tony DiBartolomeo



 Clerk - Dave Mailloux

Authorized and approved by By-Law
 No. 2001-37 enacted the 13th day of
 August, 2001.

Schedule A

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Plots

4 & 5 E.S. Sander St
Plan # 6

Acn R1389055-

SCHEDULE "A"

The following is a description of the land to which this instrument applies:

Municipal Address: 151 Sandwich Street South, Amherstburg, Ontario

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the TOWN OF AMHERSTBURG, in the County of Essex and Province of Ontario, being composed of part of Lots 4 and 5, East side of Sandwich Street, according to a plan registered in the Registry Office for the Registry Division of Essex No. 12 as No. 6, and which said parcel or tract may be more particularly described as follows:

COMMENCING at an iron bar planted in the Easterly limit of Sandwich Street, distant One Hundred and Five feet (105.00') measured Southerly in that limit from the Northerly limit of said Lot 5, East side of Sandwich Street, Registered Plan 6;

THENCE Northerly following the Easterly limit of Sandwich Street, Fifty feet (50.00') to an iron bar, said iron bar being distant Fifty-Five feet (55.00') measured Southerly along the Easterly limit of Sandwich Street from the Northerly limit of said Lot 5;

THENCE Easterly and parallel with the Northerly limit of said Lot 5, One Hundred and Sixty feet (160.00') to an iron bar;

THENCE Northerly and parallel with the Easterly limit of Sandwich Street, Fifty-Five feet (55.00') to an iron bar planted in the Northerly limit of said Lot 5;

THENCE Easterly following the last mentioned limit; Two Hundred and Eighty and Eighty-Three One-Hundredths feet (280.83') more or less to an iron bar planted in the Westerly limit of the Penn Central Transportation Company right-of-way (formerly New York Central Railway and Canada Southern Railway);

THENCE Southerly following the last mentioned limit, One Hundred and Seven and Eighty-One One-Hundredths feet (107.81') to an iron bar;

THENCE Westerly in a straight line, Four Hundred and Twenty-Six and Five-Tenths feet (426.5') more or less to the place of commencement.

SCHEDULE "A" cont'd.

Municipal Address: 155 Sandwich Street South, Amherstburg, Ontario

FIRSTLY

In the Town of Amherstburg, in the County of Essex and Province of Ontario being composed of Part of Lots Three (3) and Four (4), on the East side of Sandwich Street according to Registered Plan Number Six (6), which said parcel or tract may be more particularly described as follows:

COMMENCING at a point being the southwest angle of Lot Four (4), Registered Plan Number Six (6);

THENCE North Seven degrees Six Minutes West (N. 7° 6' W) along the Easterly limit of Sandwich Street eighteen and twenty-two one-hundredths meters (18.22 M) to an iron bar;

THENCE North Seventy-Three degrees twenty-three minutes East (N. 73° 23' E) One Hundred and Thirty meters (130 M) to an iron bar planted in the Easterly limit of said Lot Four (4);

THENCE South zero degrees thirteen minutes thirty seconds West (0° 13' 30" W) Twenty-one and fifty-six one-hundredths meters (21.56 M) to an iron bar planted in the Easterly limit of Lot Three (3) Registered Plan Number Six (6);

THENCE South seventy-four degrees forty-seven minutes twenty seconds west (S. 74° 47' 20" W) fifty-seven and seventy-six one-hundredths meters (57.76 M) to an iron bar;

THENCE South seventy-four degrees twenty-nine minutes West (S. 74° 29' W) sixty-nine and nineteen one-hundredths meters (69.19 M) to the point of commencement.

SECONDLY

In the Town of Amherstburg, in the County of Essex and Province of Ontario, being composed of Part of Lot Number Three (3), on the east side of Sandwich Street, in the said Town, according to Registered Plan Number Six (6), and which parcel or tract may be more particularly described as follows:

COMMENCING at a stake planted in the southeast angle of the said Lot Number Three (3);

THENCE South seventy-three degrees forty-five minutes west (S. 73° 45' W.) along the southerly boundary of the said Lot, Two Hundred feet (200)'

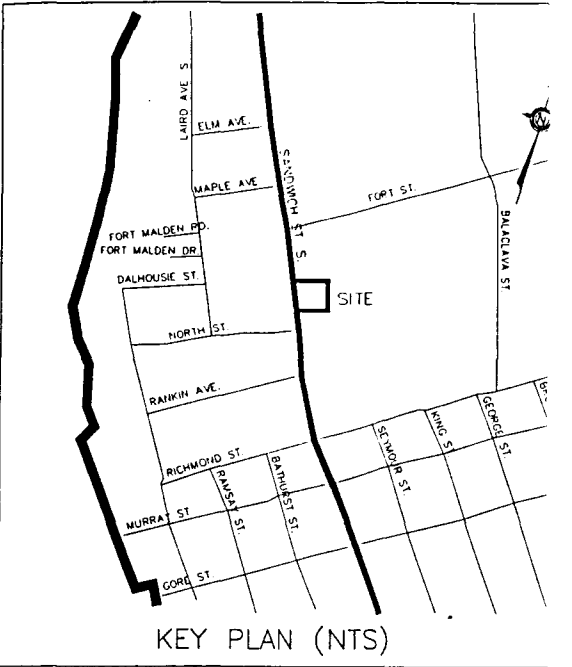
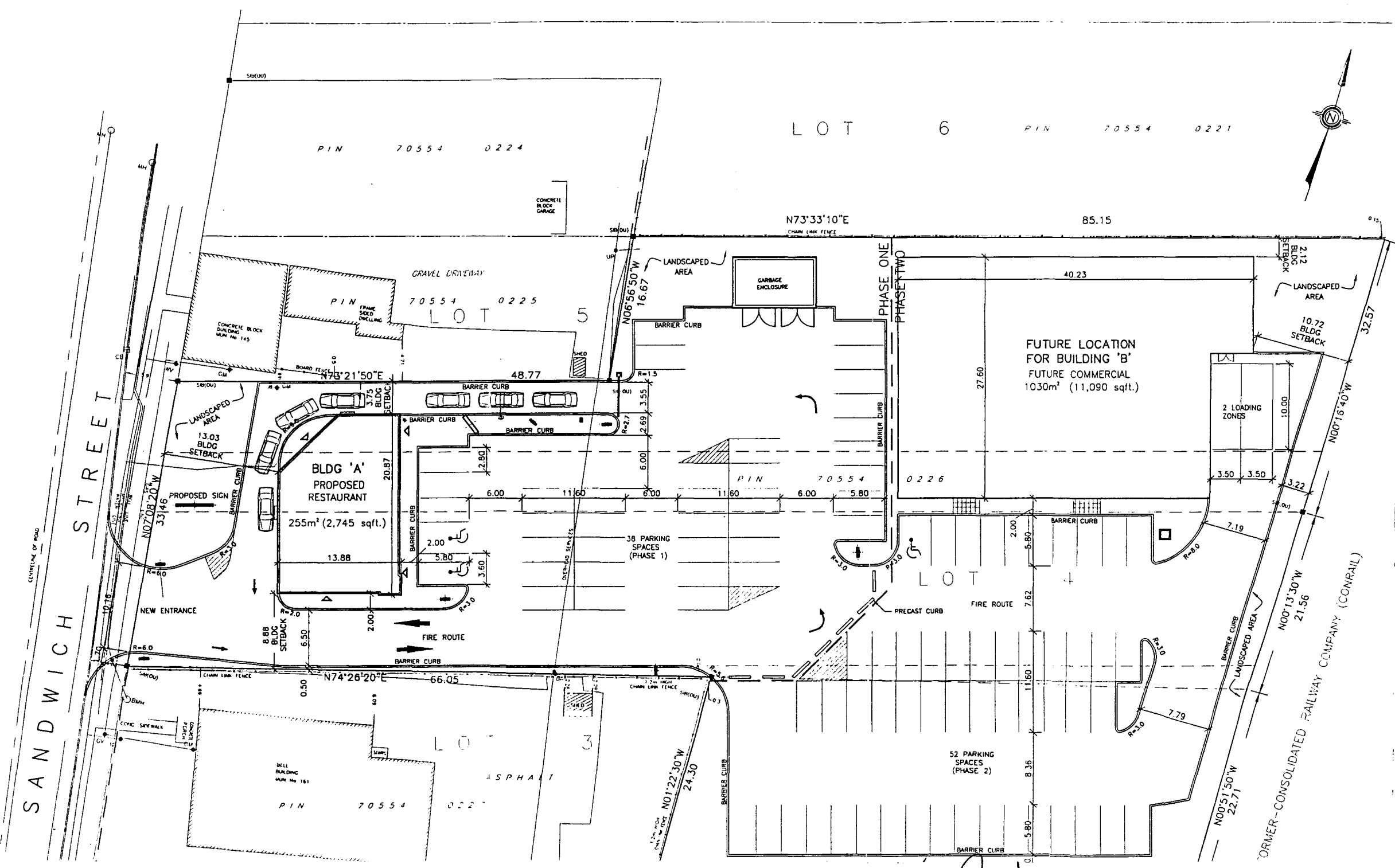
THENCE North zero degrees fourteen minutes east (N. 0° 14' E.) Seventy-nine feet (79') more or less to the centre of an old board fence;

SCHEDULE "A" cont'd.

THENCE North seventy-four degrees fifty minutes east (N. 74° 50' E.) following the centre of the said old board fence ten feet six inches (10' 6") more or less to the end of the said old board fence;

THENCE North seventy-five degrees thirty-five minutes east (N. 75° 35' E.) following along a wire fence one hundred and eighty-nine feet six inches (189' 6") to a wire fence marking the easterly limit of the said Lot Number Three (3);

THENCE South zero degrees fourteen minutes west (S. 0° 14' W.) following the last mentioned fence, seventy-four feet six inches (74' 6") more or less to the place of beginning.



SITE DATA

- AREAS**
- LOT AREA = 0.721 Ha
 - BUILDING 'A' = 255m²
 - BUILDING 'B' = 1030m²
 - LANDSCAPE = 0.072 Ha (±10%)
 - PAVED ASPHALT = ±0.52 Ha

BUILDING SETBACKS

- FRONT YARD = 13.03m
- SIDE YARD BLDG1 = 3.75m
- SIDE YARD BLDG2 = 2.12m
- REAR YARD = 10.72m

PARKING

	REQUIRED	PROV
PROPOSED RESTAURANT	26	
FUTURE COMMERCIAL	41	
TOTAL	67	

PARKING STALLS 2.8m WIDE x 5.5m LONG

LEGAL DESCRIPTION

LOT 4 AND
 PART OF LOTS 3 AND 5
 EAST SIDE OF SANDWICH STREET
 REGISTERED PLAN 6
 IN THE
 TOWN OF AMHERSTBURG
 COUNTY OF ESSEX, ONTARIO

SCHEDULE "B"

Norbert Bolger, President

Joe Laframboise, Secretary

Mayor

Clerk

(Handwritten signatures of Norbert Bolger, Joe Laframboise, Mayor, and Clerk)

SCHEDULE "C"

Norbert Bolger, President

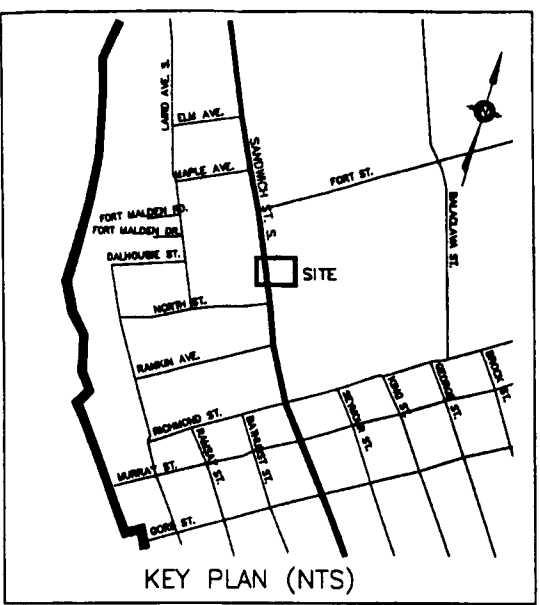
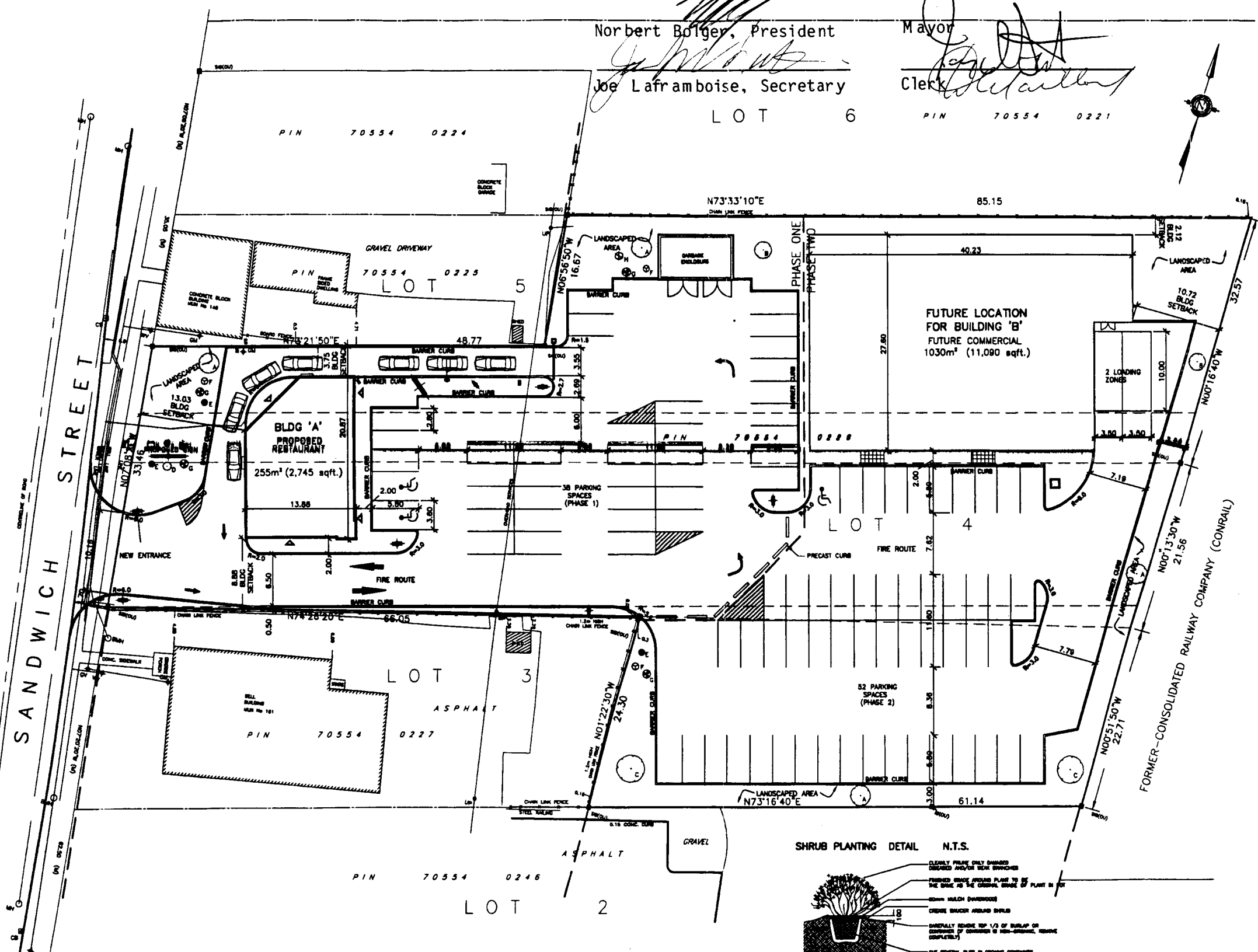
Mayor

Joe Laframboise, Secretary

Clerk

LOT 6

PIN 70554 0221



SITE DATA

AREAS
 LOT AREA = 0.721 Ha
 BUILDING 'A' = 255m²
 BUILDING 'B' = 1030m²
 LANDSCAPE = 0.072 Ha (±10%)
 PAVED ASPHALT = ±0.52 Ha

BUILDING SETBACKS
 FRONT YARD = 13.03m
 SIDE YARD BLDG1 = 3.75m
 SIDE YARD BLDG2 = 2.12m
 REAR YARD = 10.72m

PARKING

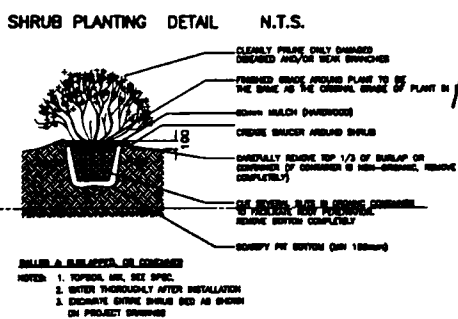
	REQUIRED	PROVIDED
PROPOSED RESTAURANT	26	38
FUTURE COMMERCIAL	41	52
TOTAL	67	90

PARKING STALLS 2.8m WIDE x 5.5m LONG

LEGAL DESCRIPTION
 LOT 4 AND
 PART OF LOTS 3 AND 5
 EAST SIDE OF SANDWICH STREET
 REGISTERED PLAN 6
 IN THE
 TOWN OF AMHERSTBURG
 COUNTY OF ESSEX, ONTARIO

PLANT LIST

SYM.	BOTANICAL NAME	COMMON NAME	NO.	SIZE
A	ASH FRUITING	RED MAPLE	4	80 cm
B	TELA CORDEA	LITTLE LEAF LINDEN	2	80 cm
C	EUONYMUS TRETIICOLOR	HONEY LOCUST	2	80 cm
D	EUONYMUS ALABAMA 'COMPACTUS'	HONEY SUDBURY BUSH	2	30 cm
E	EUONYMUS 'EMERALD SHINY'	EMERALD SHINY EUONYMUS	4	1 m
F	CORNUS FLORIDA	FLORIDIAN DOGWOOD	3	1 m
G	SPINEX JAPONICA	ANTHONY WATERER SPINEX	4	1 m
H	VIBEXIA FLORIDA 'PURPUREA'	PURPLE VIBEXIA	2	1 m



NO.	REVISIONS	DATE	BY	CONTRACTOR OR DESIGNER
1	FOR COMMENT	JUNE 27/01	RAM	
2				
3				
4				
5				
6				
7				
8				
9				
10				

Whitney Engineering Inc.

SCALE: HORIZONTAL 1:250
 25 0 5m

PROPOSED COMMERCIAL DEVELOPMENT
 151 SANDWICH STREET
 TOWN OF AMHERSTBURG

LANDSCAPE PLAN

PROJECT NO. SP1

FOR CONNECTION TO EXIST. 300 GRAM
SEWER ON SANDWICH STREET

USE TRENCH BOX TO LIMIT EXCAVATION AREA
BACKFILL TO ROAD SURGRADE WITH NATIVE
MATERIAL COMPACTED TO 95% SPMD.

RESTORE ROAD WITH
40 M.L. 75 M.L. 200 GRAM A, 300 GRAM B
NEW CURB/OUTLET TO MATCH EXISTING

RESTORE BOULEVARDS TO ORIGINAL CONDITION

NOTIFY UTILITY COMPANIES ABOUT SEWER CROSSINGS
AND SUPPORT EXISTING UTILITIES AS REQUIRED.

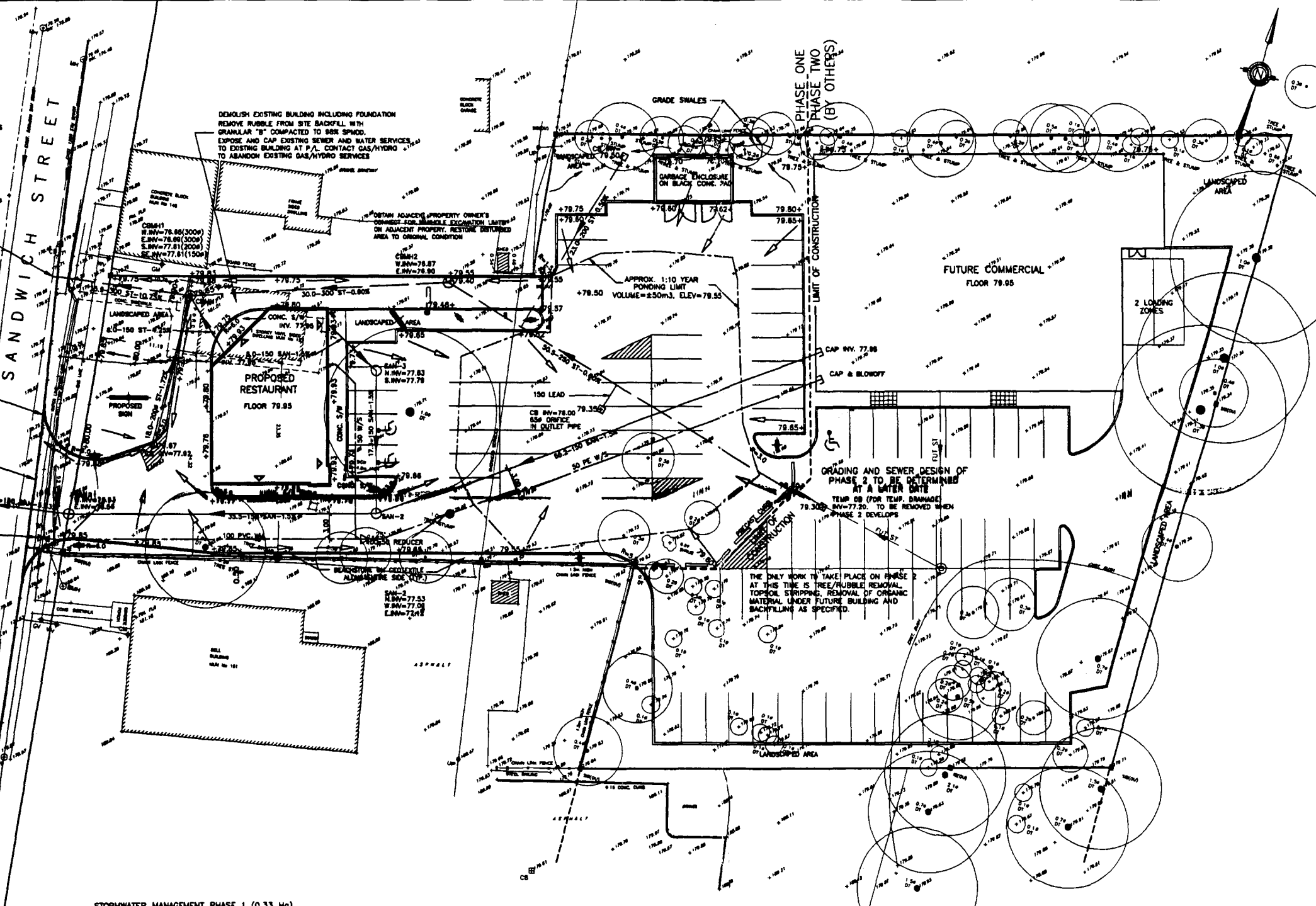
CONNECT TO EXISTING
1200# STORM SEWER
INV. 274.44 (EXIST. 1200#)
RV 274.85 (PROP. 300#)

3.0m CURB TRANSITION (TYP.)
CURB/OUTLET TO BARBER CURB

CURB CUT EXIST. CURB
ACROSS ENTIRE ENTRANCE

CONNECT TO EXISTING
SANITARY SEWER
BY EXIST. 150mm
TAPPING SLEEVE & WV

LIVE TAP CONNECTION
TO EXISTING 150
WATERMAIN WITH 150mm
TAPPING SLEEVE & WV



STORMWATER MANAGEMENT PHASE 1 (0.33 Ha)

ALLOWABLE OUTFLOW (PRE-DEVELOPMENT RATE): $Q=2.78CA = 2.78(0.35)(0.33)=28.2 \text{ L/S}$
PRE-DEVELOPMENT RUNOFF $C=0.35$ CONSIDERING PART OF THE SITE IS PRESENTLY GRAVEL AND ROOF TOP
I BASED ON $T_c=10$ MIN FOR 1:2 YEAR CITY OF WINDSOR STORM

RUNOFF WHICH LEAVES THE SITE UNCONTROLLED
(IE DRAINAGE FROM THE NORTH/SOUTH SIDES OF THE BUILDING AND THE ROOF TOP IS NOT CONTROLLED)
UNCONTROLLED AREA = 0.10 HA, COMPOSITE 'C' FOR UNCONTROLLED AREAS: $C=0.77$
CONTROLLED RUNOFF L/S, $T_c=10$ MINUTES

OUTFLOW FROM CONTROLLED AREA = $28.2-18=10.2 \text{ L/s}$
CONTROLLED AREA = 0.23 Ha, COMPOSITE 'C' FOR UNCONTROLLED AREAS: $C=0.82$
MUNICIPAL REQUIREMENT FOR 1:10 YEAR STORAGE
REQUIRED 1:10 YEAR STORAGE (FOR 0.23 Ha AREA, $C=0.82$, OUTFLOW=10 L/s)=48m³
PONDING LIMITS SHOWN ON PLAN
STORAGE PROVIDED VIA PONDING IN REAR PARKING LOT=45m³
REQUIRED ORIFICE SIZE WITH 1.30m HEAD = 65mm

STORMWATER MANAGEMENT PHASE 2 (0.39 Ha) IS TO BE UNDERTAKEN WHEN THE DETAILED DESIGN OF PHASE 2 IS COMPLETED.

SCHEDULE "D"

Norbert Bolger
Norbert Bolger, President

Joe Laframboise
Joe Laframboise, Secretary

Mayor
Mayor

Clerk
Clerk

GENERAL CONSTRUCTION NOTES

- THE POSITION OF ALL EXISTING UTILITIES IS APPROXIMATE ONLY AND NOT GUARANTEED. PRIOR TO COMMENCEMENT, CONTRACTOR SHALL VERIFY THE POSITION OF ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.
- ALL WORK SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LATEST EDITION OF THE OPS AND OPSD STANDARDS ALONG WITH THE TOWN OF AMHERSTBURG STANDARDS.
- ALL SEWER/WATERMAIN BEDDING/INITIAL BACKFILL AS PER OPSD 802.01. ALL SEWER/WATERMAIN BEDDING/INITIAL BACKFILL SHALL BE COURSE SAND COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMD). TRENCH BACKFILL ON SITE TO BE SELECT NATIVE MATERIAL, COMPACTED TO 95% SPMD. ALL TRENCHING AS PER OCCUPATION HEALTH & SAFETY ACT.
- ALL 300mm SEWER ABOVE 150mm TO BE RIBBED PVC (CSA B182.4). 150mm SAN AND 150mm STW SEWER TO BE PVC SOR-35. STW & SAN SEWERS TO HAVE RUBBER GASKET JOINTS. CONTRACTOR TO USE LASER TO INSTALL SEWERS. FIELD CORE CONNECTION HOLES IN EXIST. SEWERS ON SANDWICH STREET CONNECT WITH GASKETED CORE-IN-TEE AND BOOT.
- WATER SERVICES TO BE 300# PE 100. WATER SERVICES TO BE INSTALLED WITH MIN. 1.7m COVER CONNECTION AS PER OPSD 1104.01. CURB STOP, CORPORATION STOP & SS SADDLE TOWN OF AMHERSTBURG STANDARDS.
- SANITARY MANHOLES AS PER OPSD 701.01 (1200#) FRAME/COVER AS PER OPSD 401.01-A. STW CB MANHOLES AS PER OPSD 701.01 (1200#) WITH 300mm SUMP MANHOLES STEPS AS PER OPSD 405.01 (ALLMANH). MANHOLE COMPONENTS AS PER OPSD 701.03. STORM CATCHBASINS AS PER OPSD 705.02. CB AND MH/CB COVERS AS PER OPSD 400.02.
- ASPHALT / GRANULARS SUBGRADE TO BE COMPRISED BY SOILS CONSULTANT BEFORE & AFTER GRANULARS ARE PLACED. LIGHT DUTY 40 M.L. 40 H.L. 150 GRAM A, 200 GRAM B HEAVY DUTY 40 M.L. 75 H.L. 150 GRAM A, 300 GRAM B. PROOF ROLL SUBGRADE & COMPACT SUBGRADE TO 95% SPMD. GRAN A TO BE COMPACTED TO 100% SPMD. ASPHALT TO BE COMPACTED TO 95% SPMD. ASPHALT TO BE SUPPLIED AND PLACED IN ACCORDANCE WITH OPS 310 & 1150. PROVIDE 1.0m WIDE x 0.03m DEEP STEPPED JOINT WHERE NEW ASPHALT ADJUTS EXISTING ASPHALT.
- BLACK CONC PAD (UNDER GARBAGE ENCLOSURE) TO BE 150mm 30MPH CONC. (55-75 AIR) WITH 150 x 150 WW MESH ON 150 GRAM A, 300 GRAM B.
- INSTALL 4-3m LONG SUBDRAINS ON TWO SIDES OF EACH CB OR CB/M MANHOLES TO BE 100# PVC OR CSP C/W SOCK AND SHALL BE INSTALLED IN 300mm TRENCH OF CRUSHED CLEAR STONE BEDDING.
- CONC. SIDEWALK TO BE SEALED PATTERED CONCRETE AS SPECIFIED ON BUILDING DRAWINGS. 200 GRAM 'A' UNDER CONCRETE SIDEWALK COMPACTED TO 95% SPMD. CONCRETE TO HAVE A SLOPE OF 1.0% MIN. AWAY FROM BUILDING.
- CURB AS PER OPSD 800.11 (0.15m BARRIER). PRECAST CURB BETWEEN PHASE 1 AND PHASE 2 AS PER OPSD 803.02.
- MIN. 100mm TOPSOIL AND 500 ON ALL PROPOSED GRASSED AREAS.
- REMOVE ALL TREES, STUMPS, RUBBISH, RUBBER, BRUSH, BRUSH, BRUSH.
- IF SPONGY MATERIAL IS ENCOUNTERED, EXCAVATE TO A DEPTH OF 1m BELOW SUBGRADE. PLACE GRAN C TO SUBGRADE AT 95% SPMD.
- STRIP FULL DEPTH OF TOPSOIL FOR PHASE 1 AND PHASE 2. DISPOSE OF TOPSOIL OFF SITE. SAVE SOME TOPSOIL FOR PROPOSED GRASS AREAS.
- REMOVE FULL DEPTH OF ORGANIC SILTY CLAY UNDER THE BUILDING FOOTPRINT AREAS FOR BOTH BUILDINGS (DEPTH VARIES - UP TO 1.5m DEEP). REMOVE MATERIAL FROM SITE. BACKFILL TO 1.0m BELOW FINISHED FLOOR WITH GRAN 'A' COMPACTED TO 100% SPMD. BACKFILL FROM 1.0m TO 0.30m BELOW FINISHED FLOOR WITH GRAN 'B' COMPACTED TO 95% SPMD.
- PROVIDE TWO COATS OF LINE PAINTING. REFER TO SITE PLAN FOR LOCATION OF ALL PAINTED LINES. LINE PAINTING AS PER MTO STANDARDS.
- REFER TO SITE PLAN FOR LAYOUT DIMENSIONING AND SIGN/POST DETAILS.
- REFER TO SITE PLAN, LANDSCAPE PLAN, ELECTRICAL PLAN AND BUILDING PLANS FOR ADDITIONAL DETAILS.

SEDIMENT CONTROL MEASURES

- INSTALL SILT FENCE AND STRAW BALE CHECK DAMS AS REQUIRED TO CONTROL SEDIMENT DURING CONSTRUCTION.
- PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
- ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
- MAINTAIN EROSION CONTROL MEASURES DURING ALL PHASES OF CONSTRUCTION.
- ALL COLLECTED SEDIMENT IS TO BE DISPOSED OF AT AN APPROVED LOCATION.
- PROTECT ALL CATCHBASINS, MANHOLES AND PIPE ENDS FROM SEDIMENT INTRUSION.
- PREVENT WIND BLOWN DUST.
- STRAW BALES ARE TO BE USED IN LOCALIZED AREAS AS DIRECTED BY THE ENGINEER DURING CONSTRUCTION.
- WHEN ALL RESTORATION IS COMPLETED REMOVE SEDIMENT CONTROL MEASURES AND RESTORE IMPACTED AREAS.

REMOVE ALL TRESS/ROOTS REQUIRED FOR THE CONSTRUCTION OF PHASE 1 AND PHASE 2

LEGEND

- +34.95 PROPOSED GRADE - ADD 100.00 FOR GEODETIC ELEVATION
- PROPOSED DRAINAGE
- PROPOSED STORM SEWER & CB
- PROPOSED SANITARY SEWER /MH
- PROPOSED WATER SERVICE & VALVE
- PROPOSED SIDEWALK
- PROPOSED CURB
- APPROXIMATE PONDING AREA (1:10 YEAR)
- EXISTING GRADE

AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	DATE	BY	OWNER'S STAMP
	DESIGN	1	FOR COMMENT, NOT FOR CONSTRUCTION	JULY/01	NAB	
	DESIGN					
	CHECKED					
	APPROVED					
	DIST	JULY/2001				

CONSULTANT OF RECORD

Whitney Engineering Inc.

SCALE: HORIZONTAL 1" = 250'

TITLE: PROPOSED COMMERCIAL DEVELOPMENT 151 SANDWICH STREET TOWN OF AMHERSTBURG

PROJECT No. SP1

SHEET No. SP1

PLAN FILE No.

T/O PARAPET AT ENTRANCE

T/O PARAPET

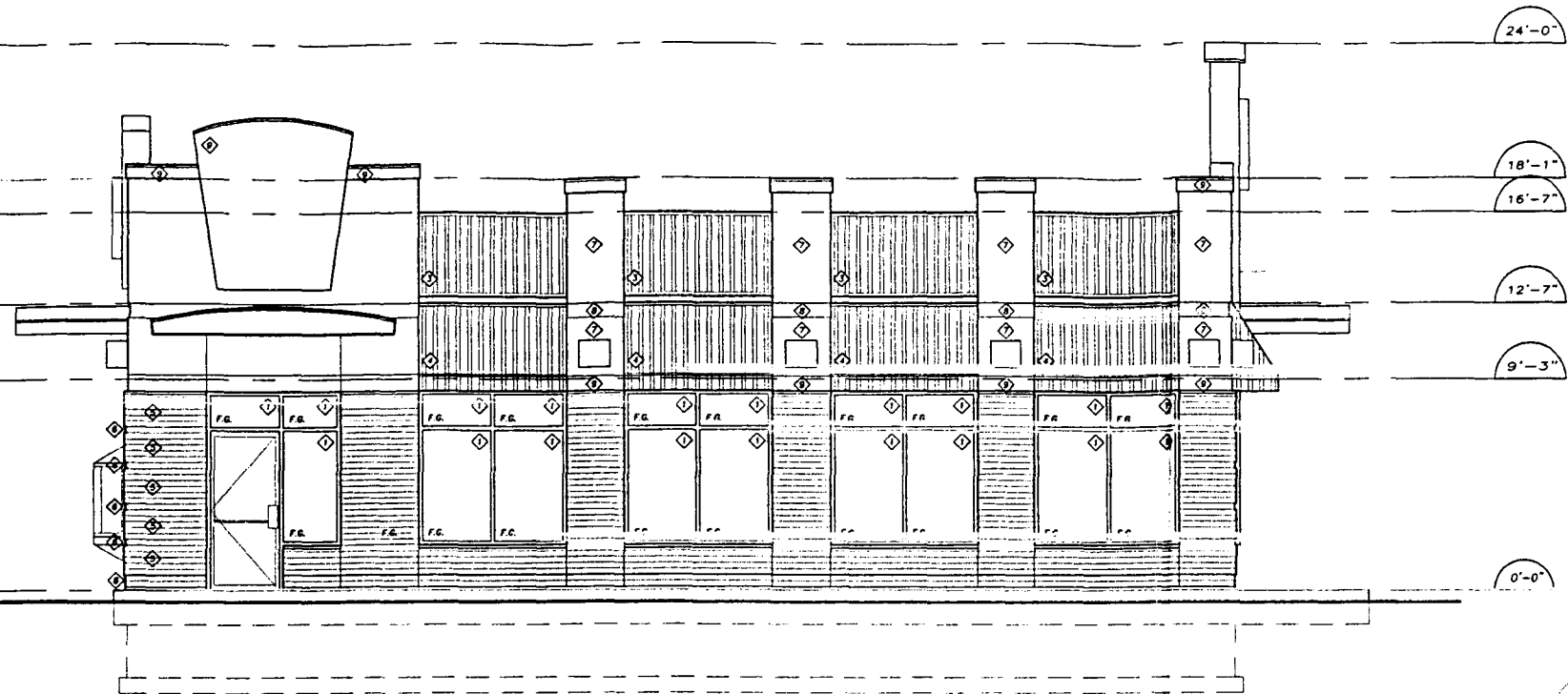
T/O ROOF SCREEN

T/O ROOF DECK SHEATHING

U/S DINING ROOM CEILING

T/O GROUND FLOOR SLAB

GRADE



SOUTH ELEVATION

SCHEDULE "E"

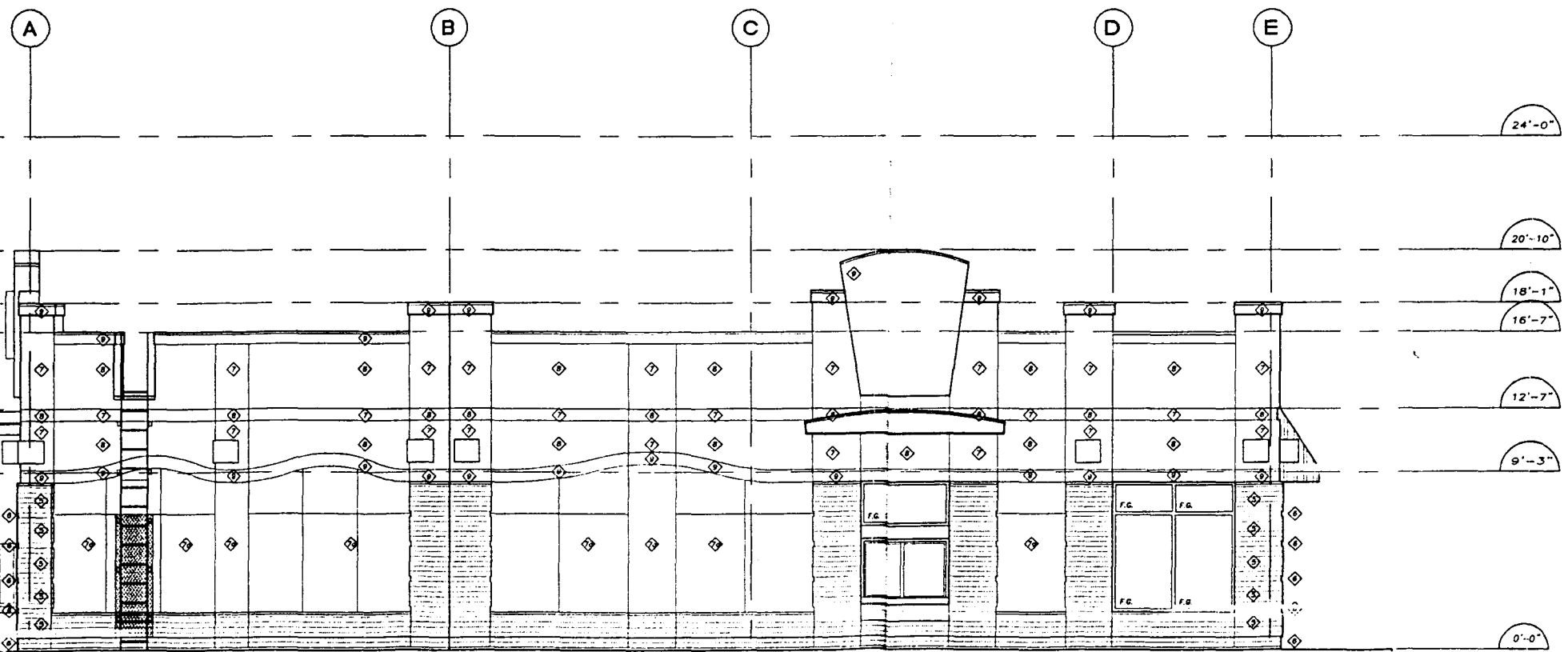
Norbert Bolger, President

Joe Laframboise, Secretary

- ◇ INTERIOR GLAZING: 8mm CLEAR (LOF INTER LITE) HEAT STRENGTHENED FLOAT GLASS SUPPLIED BY "TRILITE INDUSTRIES" TEL: (805) 870-7040
- ◇ ROOF SCREEN: SEE CONSTRUCTION NOTE 1.40
- ◇ CANOPIES OVER WINDOWS: SEE CONSTRUCTION NOTE 4.30
- ◇ FIELD BRICK: COMPOSED OF FACE BRICK BY CANADA BRICK COLOUR: ANTIQUE GREY SEE CONSTRUCTION NOTE 1.10
- ◇ BRICK ACCENT: COMPOSED OF FACE BRICK BY CANADA BRICK COLOUR: RED MATTE SEE CONSTRUCTION NOTE 1.10
- ◇ ELASTOMERIC STUCCO PANEL BY DUROCK OR STD SYSTEMS COLOUR: "ANTIQUE GREY" (TO MATCH ACCENT BRICK UNIT) SEE CONSTRUCTION NOTE 1.20
- ◇ ELASTOMERIC STUCCO PANEL BY DUROCK OR STD SYSTEMS COLOUR: "WHITE" SEE CONSTRUCTION NOTE 1.20
- ◇ ELASTOMERIC STUCCO ACCENT PANEL BY DUROCK OR STD SYSTEMS COLOUR: "RED" W/ "JEWELSTONE" FINISH SEE CONSTRUCTION NOTE 1.20
- ◇ INSULATED SPANDREL PANEL CLEAR ANODIZED INSULATED ALUMINUM SPANDREL PANEL BY ALUMINUM FRAME MANUFACTURER

[Signature]
Mayor

[Signature]
Clerk

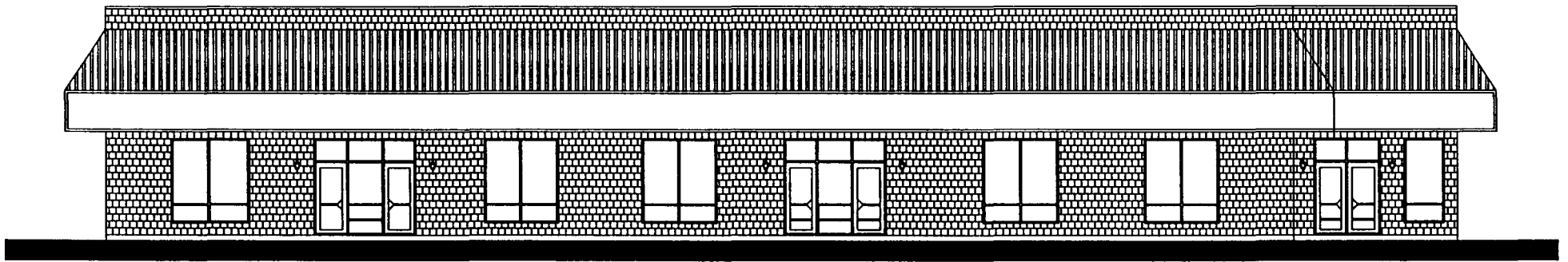


WEST ELEVATION

CONTRACTOR: SEE TO BE SELED. STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, ETC. FINISHES TO BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

BATTAGLIA ASSOCIATES INC.
 ARCHITECTS - CODE CONSULTANTS
 46 OAKWOOD AVENUE
 TORONTO, ONTARIO, M6H 3V6
 TEL: (416) 833-0101
 FAX: (416) 533-9891

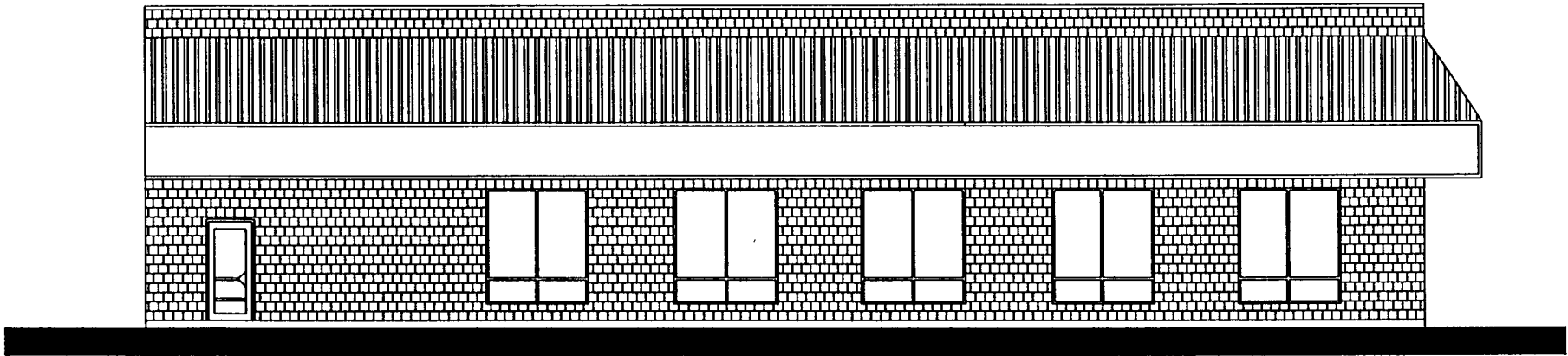
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SOUTH ELEVATION

12/14

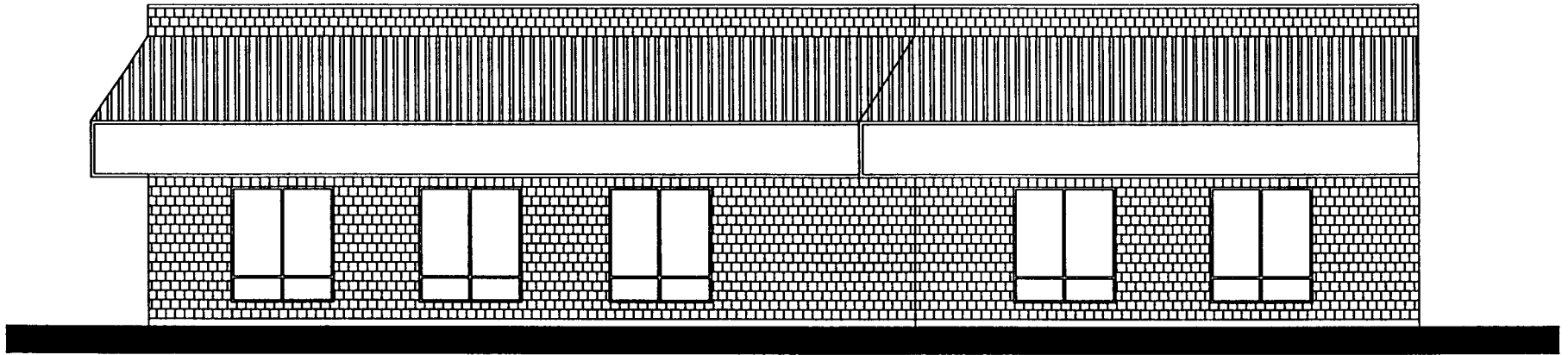
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WEST ELEVATION

17
A

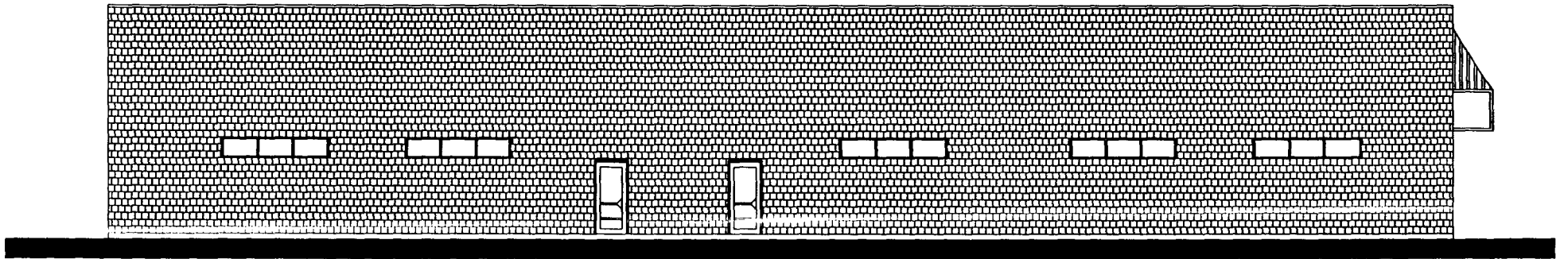
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EAST ELEVATION

Handwritten signature and initials

SCHEDULE "E" cont'd.



NORTH ELEVATION

Handwritten signature or initials, possibly 'J.P. 1/10'.