

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-56

**A by-law to remove certain lands from
Part Lot Control (12M-483).**

WHEREAS Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990, Chapter P13 provides that Part Lot Control shall apply where land is within a plan of subdivision;

AND WHEREAS Subsection 7 of Section 50 of the Planning Act provides that Council may by by-law provide that Subsection 5 does not apply to land that is within such registered plan of subdivision or part or parts thereof as is or are designated in the by-law, and, where the by-law is approved by the Ministry of Municipal Affairs and Housing, Subsection 5 ceases to apply to such land;

AND WHEREAS it is deemed desirable that the provisions of Subsection 5 shall not apply to certain lands within Registered Plan 12M-483.

AND WHEREAS Subsection 7.3 of Section 50 of the Planning Act provides that the by-law expires at the expiration of the time frame specified in the by-law.

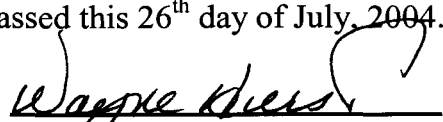
**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990, Chapter P13 does not apply to the following:

All and singular those certain parcels or tracts of land and premises situate, lying and being in the Town of Amherstburg, the County of Essex, and Province of Ontario and being composed of Lot 2 according to Registered Plan 12M-483, registered in the Registry Office for the Land Titles Division of Essex (12).

2. That this By-Law shall come into force and effect upon approval thereof by the Ministry of Municipal Affairs and Housing.
3. That this By-law shall expire on the 26th day of July, 2005.

Read a first, second and third time and finally passed this 26th day of July, 2004.



Mayor



Clerk

Certified to be a true copy of By-Law
No. 2004-56 passed by the Amherstburg
Municipal Council on July 26, 2004.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-57

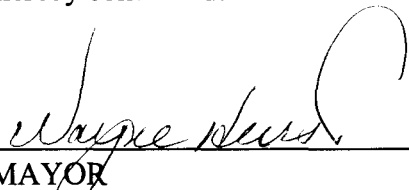
Being a By-law to confirm all resolutions of the Municipal Council.

WHEREAS Section 46A of the Town of Amherstburg By-law 1998-16 as amended by By-law 2002-43 which establishes the rules and procedures of a Council meeting, provides that Council will enact a confirmatory by-law at every regular meeting of Council.


NOW THEREFORE THE CORPORATION OF THE TOWN

OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. All resolutions duly moved, seconded and carried by the Municipal Council during the Council Meeting of July 26, 2004 are hereby confirmed.



MAYOR



CLERK

1st Reading – July 26, 2004

2nd Reading – July 26, 2004

3rd Reading – July 26, 2004

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-58

A by-law authorizing the signing of a Development Agreement.

WHEREAS K.D. Storage Ltd. has proposed the development of property being Park Lot 6, Plan 590 for purposes of a car wash;

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 26th day of July, 2004.

Mayor

Clerk

Certified to be a true copy of By-law
No. 2004-58 passed by the Amherstburg
Municipal Council on July 26, 2004.

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 01544 - 0006 LT Estate/Qualifier Fee Simple Lt Conversion Qualified
 Description PARKLT 6 PL 590 ANDERDON; AMHERSTBURG
 Address AMHERSTBURG

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG
 Address for Service 271 Sandwich St. S.
 Amherstburg, Ontario

I, LORY BRATT, PLANNING COORDINATOR, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name	K. D. STORAGE LTD.
Address for Service	565 Texas Rd. Amherstburg, Ontario

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed	2004 10 20
Tel	519-258-0615			
Fax	5192586833			
Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Party To(s)	Signed	2004 10 20
Tel	519-258-0615			
Fax	5192586833			

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2			2004 10 20
Tel	519-258-0615			
Fax	5192586833			

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : 22797

DEVELOPMENT AGREEMENT

Registered _____, 2004.

THIS AGREEMENT made in quintuplicate this 26 day of July, 2004.

BETWEEN: K.D. Storage Ltd.

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 car wash 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" – Servicing Drawings
- SCHEDULE "D" – Stormwater Management Report
- SCHEDULE "E" – Landscaping Proposal
- SCHEDULE "F" – Elevations

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. 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 materials.
4. Schedule "C" hereto shows:
 - (a) Servicing Drawings (Extension of Services and Site Servicing Drawings).
5. Schedule "D" hereto shows:
 - (a) Stormwater Management Report dated May 26, 2004 prepared by Chall-Eng Services Inc.
6. Schedule "E" hereto shows:
 - (a) Landscaping Plan
7. Schedule "F" hereto shows:
 - (a) Elevation drawings for the structure
8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Lines Corporation, Union Gas and Bell Canada regarding any matters that relate to services provided by Essex Power, Union Gas and Bell Canada.
9. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and/or the Essex Region Conservation Authority.
10. All of the exterior walls of the building shall be faced with a finished polymer encasement
11. 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 materials, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
12. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
13. 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.

14. 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.
15. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
16. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "C" and 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.
17. Any garbage or refuse that is stored outside shall be stored in a noncombustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
18. 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.
19. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "E". 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.
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.
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 be 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.
- 31. The Owner and Corporation agrees that prior to the three existing residentially developed lots situated on the south side of Alma Street hooking into the storm sewer the Corporation will make every effort to recover the cost of \$12.05 per foot of frontage owned by 407 Alma, 415 Alma and 419 Alma which represents the costs of oversizing the storm sewer from 12" diameter to 15" diameter.
- 32. The Owner shall be responsible for the extension of the municipal services from their current location commencing at Venetian Drive and Renaud Street to service the subject site. The required extensions will consist of a 10 inch sanitary sewer and a 15 inch storm sewer. The Developers Consulting Engineer shall provide inspection services during the construction of the sewer extensions. The Owner shall be responsible for all costs associated with the extension of the sewer services and inspections thereof.
- 33. The Town shall finally accept the services upon the Town engineer and the Town being satisfied that all covenants under this agreement have been fully complied with and all repairs and replacement required during the maintenance period has been carried out within such phase, and then authorizing release of the maintenance securities or bonds. Immediately prior to requesting final acceptance of the services, the Developer shall flush clean and camera inspect the sanitary and storm sewer system. The Developer's consulting engineer shall certify that the services have been inspected and the camera inspection has been reviewed, and that there are no sumps, cracks, blockages or other deficiencies within the system to the entire satisfaction of the Town.
- 34. The Owner shall be responsible for the connection to the 20 inch hyprescon watermain in accordance with Town standards and under the supervision of the Town's Water Superintendent. All costs associated with the tapping of the watermain and the boring of the service under the road right of way together with the required property line metering apparatus are the responsibility of the Owner.
- 35. 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.


36. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of the extension of services and 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 Corporations' Manager of Public Services. A one (1) year maintenance security is also a requirement of this agreement with the option of reducing the security to 15% of the cost of the extension of services and of the site improvements during the one (1) year maintenance period after the Town has inspected and initially approved same.
37. 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: K.D. Storage Ltd.


Kirk DeLuca, President

THE CORPORATION OF THE
TOWN OF AMHERSTBURG


Mayor Wayne Hurst

Authorized and approved by By-law
No. 2004-58 enacted the 26th day of
July, 2004.


Clerk - David Mailloux

SCHEDULE "A"

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

**Park Lot Number Six (6),
According to Registered Plan Number
Five Hundred and Ninety (590),
in the Town of Amherstburg,
in the County of Essex and
in the Province of Ontario.**

Hanna,
Ghobrial
& Spencer
Limited

Consulting Engineers

3100 Temple Drive
Windsor, Ontario N9W 5J6
Tel. (519) 844-3082
Fax (519) 844-3636

SCHEDULE "B" TO BY-LAW 2004-58

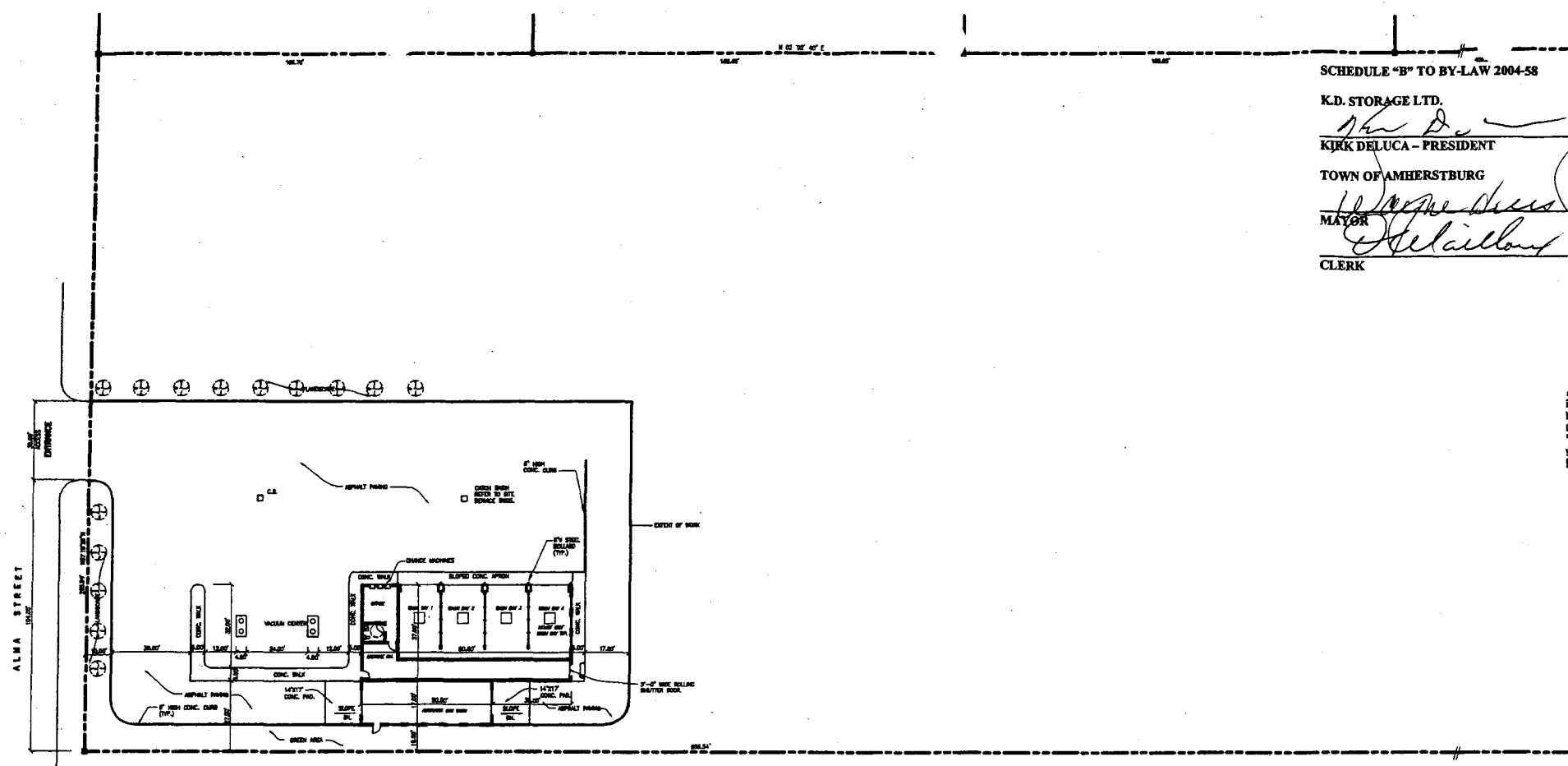
K.D. STORAGE LTD.

Kirk DeLuca
KIRK DELUCA - PRESIDENT

TOWN OF AMHERSTBURG

W. J. ...
MAYOR

...
CLERK



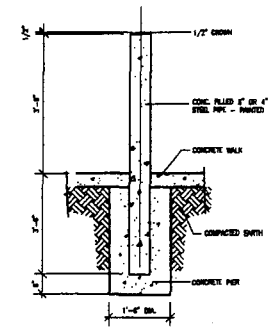
SITE PLAN
SCALE: 1" = 30'-0"

SITE DATA:

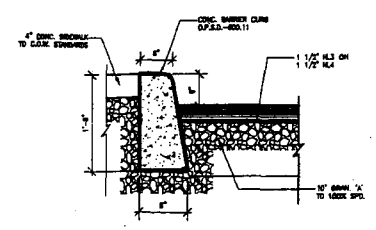
SITE AREA:	254,055 SQ.FT.
BUILDING AREA:	3,880 SQ.FT.
PAVED AREA:	15,800 SQ.FT.
LANDSCAPED AREA:	232,586 SQ.FT.

SHEET INDEX

A- 1	SITE PLAN
A- 2	FLOOR PLAN
A- 3	ELEVATIONS
A- 4	ELEVATIONS
A- 5	SECTIONS
S- 1	FOUNDATION PLAN
S- 2	GENERAL NOTES & DETAILS
S- 3	ROOF FRAMING PLAN



BOLLARD DETAIL
SCALE: N.T.S.



CONCRETE CURB AT CONCRETE WALK
SCALE: N.T.S.

NOV.21/03 REVISIONS

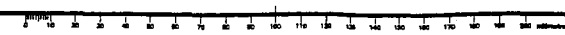
03OCT03	BUILDING PERMIT
Date:	Issued For:
A	A DETAIL NUMBER
B	B LOCATION SHEET
C	C DETAIL SHEET

Project:
**CAR WASH -
ALMA STREET**

AMHERSTBURG, ONTARIO
Drawing Title:
SITE PLAN

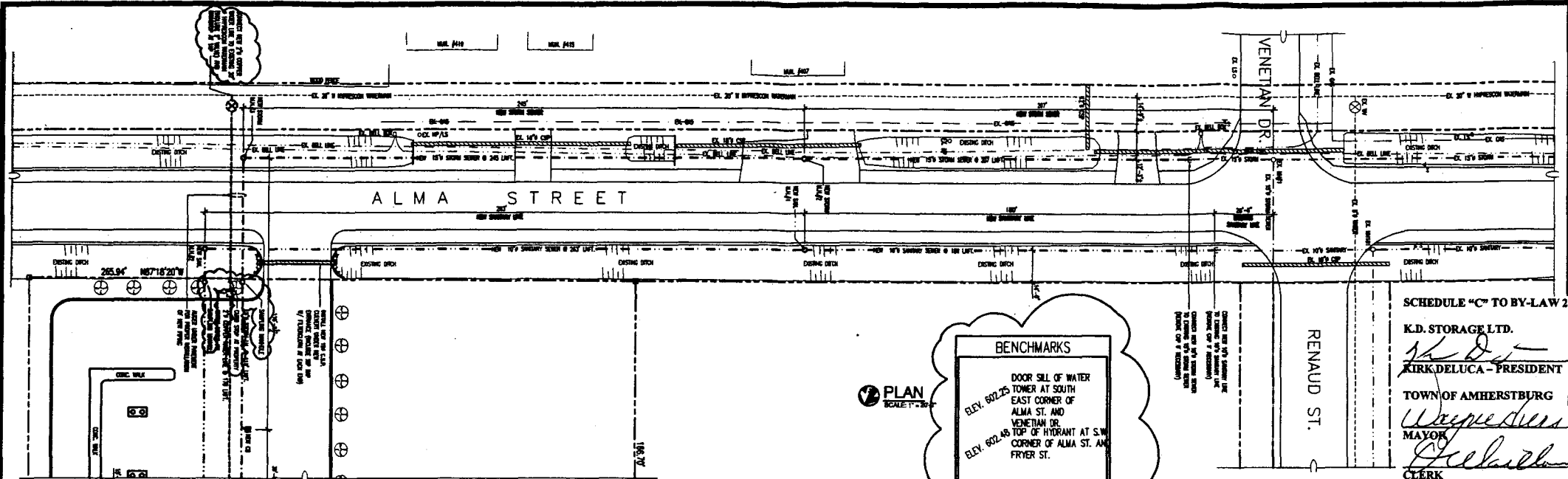
Date: AUG. 2003
Scale: AS SHOWN
Drawn By: X.C.
Checked By: M.B.
Project No.: 03-2199
Drawing No.:

A-1



This drawing is NOT to be used for construction unless accompanied by the permit.

6



BENCHMARKS

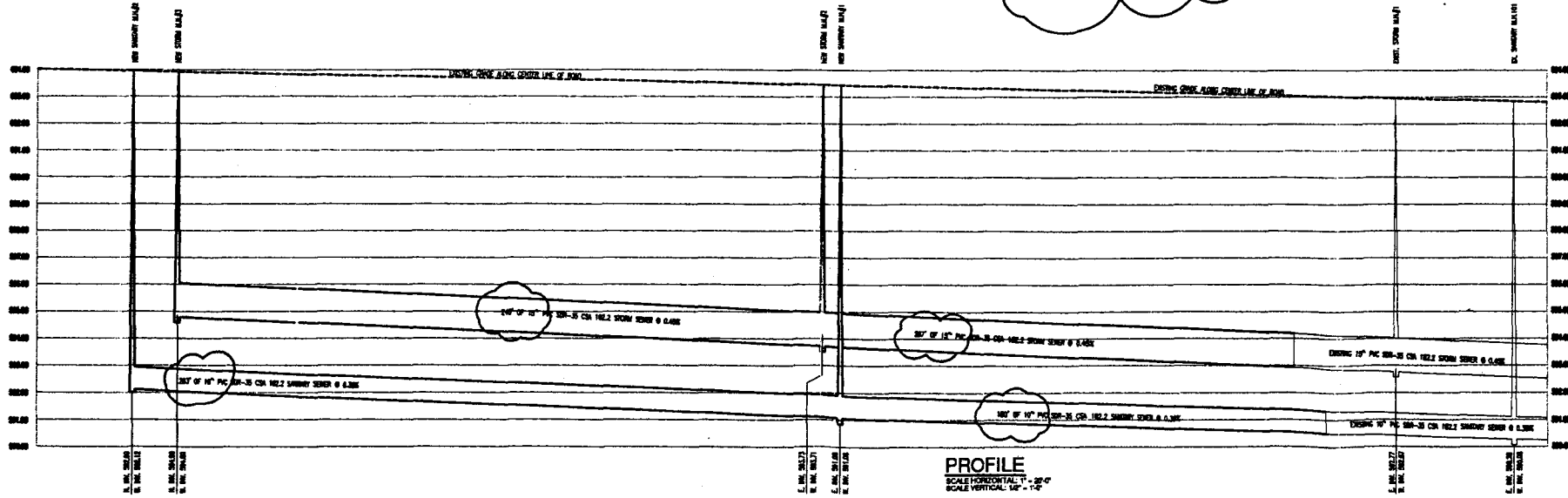
DOOR SILL OF WATER TOWER AT SOUTH EAST CORNER OF ALMA ST. AND VENETIAN DR.
ELEV. 922.25 AS TOP OF HYDRANT AT S.W. CORNER OF ALMA ST. AND FRYER ST.

SCHEDULE "C" TO BY-LAW 2004-58

K.D. STORAGE LTD.
Kirk Deluca
KIRK DELUCA - PRESIDENT

TOWN OF AMHERSTBURG
Wesley Jones
MAYOR

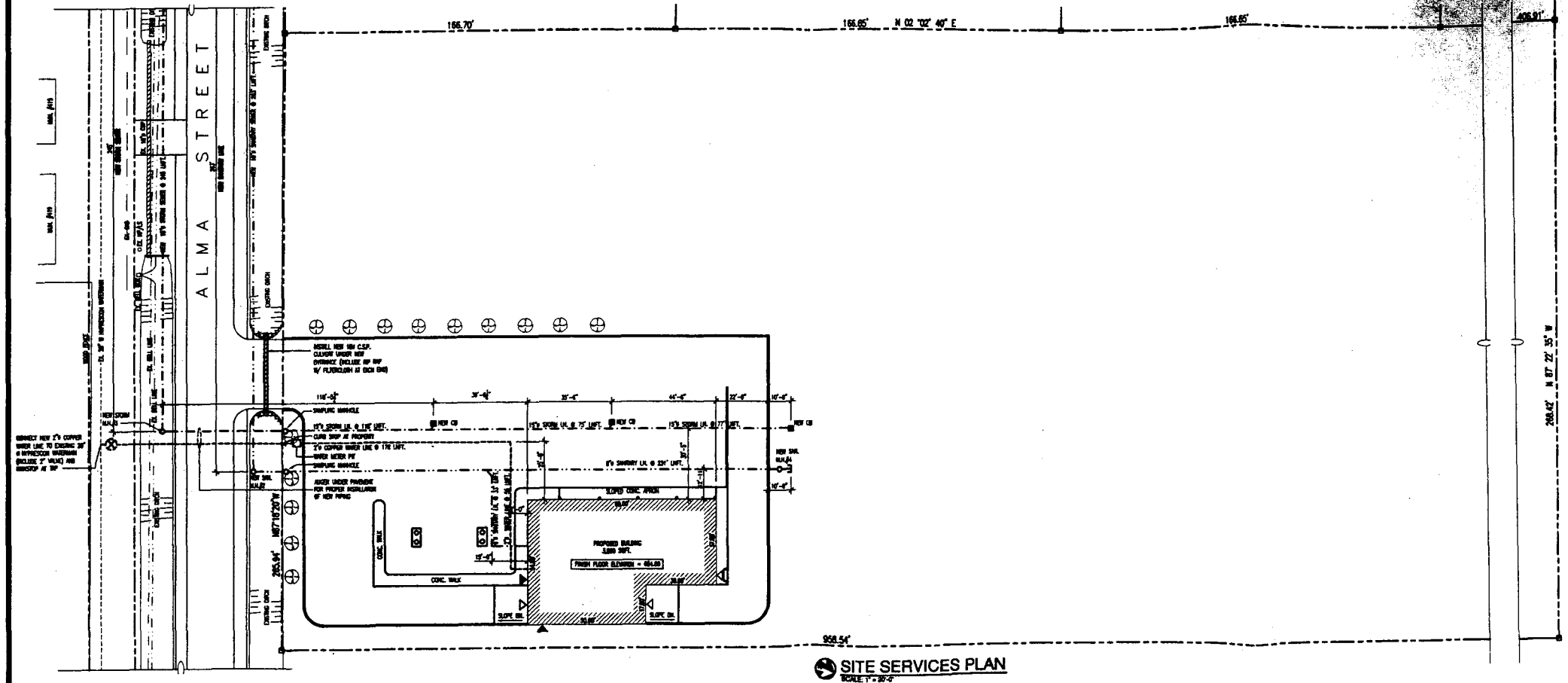
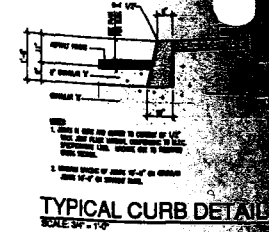
John Smith
CLERK



<p>13300 Tecumseh Rd. E., Suite 342, Tecumseh, Ontario N8W 4R8 Canada Tel: (519) 579-7333 Fax: (519) 579-7331 email: kdpatt@chall-eng.com</p>	STAMP	STAMP	DRAWING TITLE: PLAN AND PROFILE PROJECT/CLIENT: PROPOSED CAR WASH ALMA STREET AMHERSTBURG, ONTARIO	DATE ISSUED FOR: 04.04.27 OWNERS REVIEW 04.05.03 APPROVALS 04.05.26 CONSTRUCTION 04.07.21 TOWNSHIP REV.	DATE ISSUED FOR: 	PROJECT No.: 24079 SCALE: AS SHOWN DRAWN BY: DJ CHECKED BY: MB	NOTES: ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF CHALLENGE INC. DO NOT SCALE DRAWINGS.	GENERAL NOTES: ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF CHALLENGE INC. DO NOT SCALE DRAWINGS.	DRAWING NO.: <h1>C1.0</h1>

GENERAL NOTES

1. ALL DIMENSIONS SHOWN ON THE PLANS AND SECTIONS DRAWINGS ARE IN INCHES OR FEET.
2. FINISH... DIMENSIONS SHOWN REFER TO EDGE OF PAVEMENT OR CENTER LINE OF ROAD.
3. ALL PAVEN... DIMENSIONS SHOWN REFER TO FACE OF CURB.
4. PAVEMENT WIDTH SHOWN REFER TO FACE OF CURB.
5. THE LOCATION OF UTILITIES AS SHOWN ON THESE DRAWINGS ARE NOT CERTIFIED TO BE ACCURATE. THE OWNER LIES UPON THE TENDERER (AND AFTER ACCEPTANCE OF ANY TENDER, UPON THE CONTRACTOR) TO ASCERTAIN AT HIS OWN EXPENSE THE EXACT LOCATION OF SUCH UTILITIES. NO EXTRA TO THE CONTRACT, OR CLAIM FOR COMPENSATION WILL BE ALLOWED IF IT SHOULD BE DISCOVERED THAT ANY UTILITY IS ACTUALLY LOCATED IN A SITE, LINE OR GRADE THAT IS IN VARIANCE WITH THE SITE, LINE OR GRADE SHOWN ON THESE DRAWINGS.
6. THE CONTRACTOR SHALL BE AND REMAIN RESPONSIBLE TO THE OWNER OF ANY UTILITY FOR DAMAGE DONE, TO THAT UTILITY ARISING OUT OF ANY ACT OF NEGLIGENCE BY THE CONTRACTOR, OR ANYONE ACTING UNDER HIS AUTHORITY, DURING THE COURSE OF WORK.
7. ALL SIGNS, BARRICADES, FENCES AND LIGHTS SHALL BE MAINTAINED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
8. THE PROVISIONS OF "THE OCCUPATIONAL HEALTH AND SAFETY ACT", 1981 O.M.B. NO. 213/01, DATED MAY 10, 1981 SHALL BE THE BASIS FOR CONSTRUCTION OF ALL WORKS FOR THIS PROJECT.
9. ALL WORKS SHALL CONFORM TO THE TOWN REQUIREMENTS AND/OR ONTARIO STANDARD SPECIFICATIONS.



SITE SERVICES PLAN
SCALE: 1" = 20'-0"



13300 Tecumseh Rd. E., Suite 942, Tecumseh, Ontario N9N 4R6 Canada
Tel: (519) 879-7333 Fax: (519) 879-7331 email: ricpatt@msn.ca

STAMP	STAMP
-------	-------

DRAWING TITLE:
SITE SERVICES PLAN

PROJECT/CLIENT:
PROPOSED CAR WASH
ALMA STREET
AMHERSTBURG, ONTARIO

DATE	ISSUED FOR:	DATE	ISSUED FOR:
04.04.27	OWNER'S REVIEW		
04.05.03	APPROVALS		
04.05.26	CONSTRUCTION		

PROJECT No.: 24079

SCALE: 1" = 20'-0"

DRAWN BY: DI

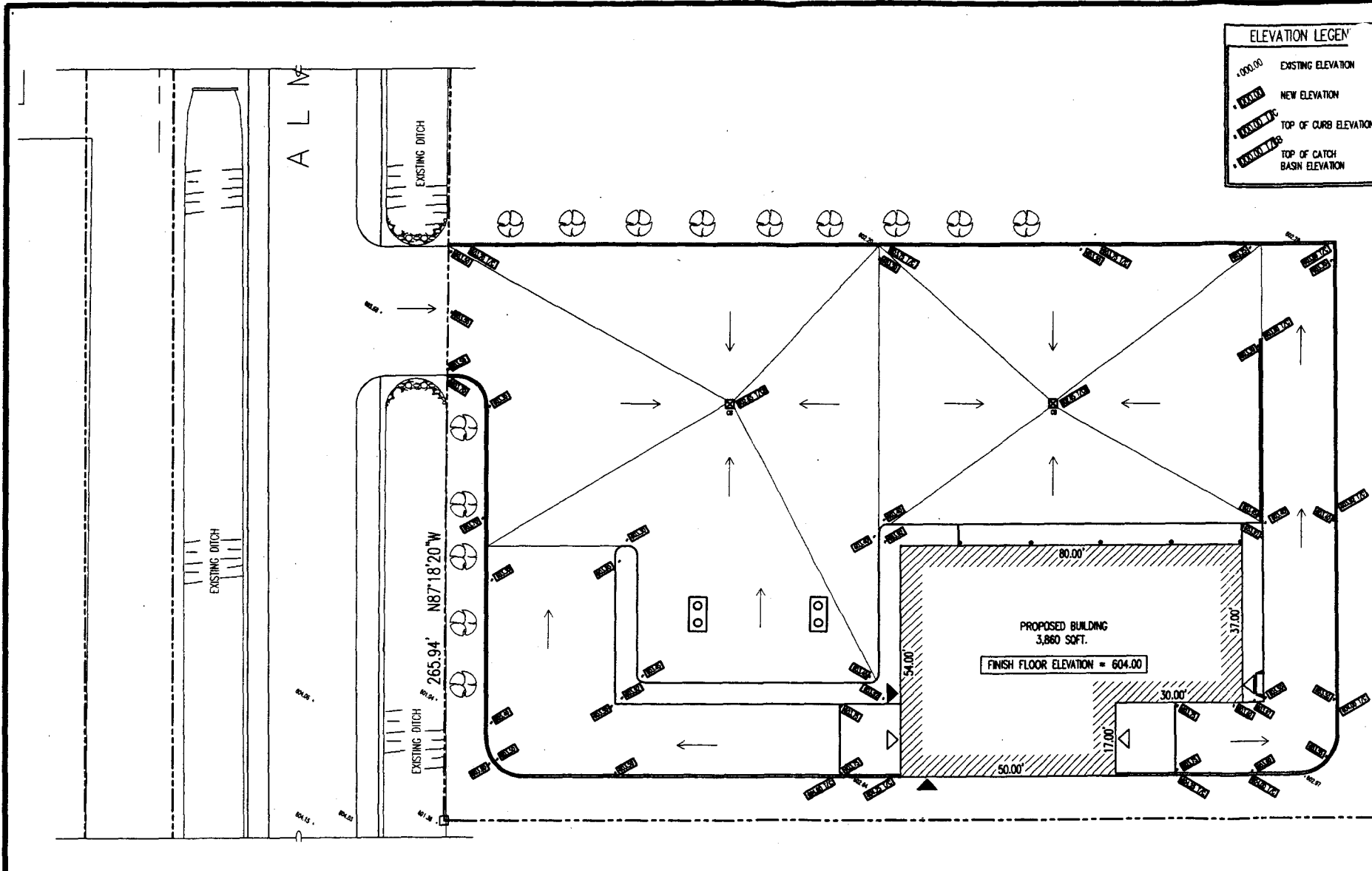
CHECKED BY: MB

NOTES:

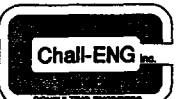
GENERAL NOTES:
ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY ALL DIMENSIONS TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF CHALLENGE INC. DO NOT SCALE DRAWINGS.

DRAWING NO.:
C1.1

ELEVATION LEGEN		BENCHMARKS	
• 000.00	EXISTING ELEVATION	ELEV. 602.25	DOOR SILL OF WATER TOWER AT SOUTH EAST CORNER OF ALMA ST. AND VENETIAN DR.
• 000.00	NEW ELEVATION	ELEV. 602.46	TOP OF HYDRANT AT S.W. CORNER OF ALMA ST. AND FRYER ST.
• 000.00	TOP OF CURB ELEVATION		
• 000.00	TOP OF CATCH BASIN ELEVATION		



SITE GRADE ELEVATIONS
SCALE 3/16" = 1'-0"

 13300 Tecumseh Rd. E., Suite 342, Tecumseh, Ontario N9H 4R6 Canada Tel: (519) 979-7333 Fax: (519) 979-7331 email: rick@chall-eng.com	STAMP	STAMP	DRAWING TITLE: GRADE ELEVATIONS PLAN	DATE ISSUED FOR: _____ 04.04.27 OWNERS REVIEW 04.05.03 APPROVALS 04.05.26 CONSTRUCTION	PROJECT No.: 24079 SCALE: 1/8" = 1'-0" DRAWN BY: DI CHECKED BY: MB	NOTES: GENERAL NOTES: ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF CHALLENGE INC. DO NOT SCALE DRAWINGS.	DRAWING NO.: <h1>C1.2</h1>
	PROJECT/CLIENT: PROPOSED CAR WASH ALMA STREET AMHERSTBURG, ONTARIO		DATE ISSUED FOR: _____ _____ _____	_____ _____ _____			

ALTERNATIVES

A SLUMP FOR STORM SEWER MAINTENANCE HOLE

B PRECAST SLAB BASE
C CAST IN PLACE BASE
D PRECAST FLAT CAP

NOTES:

- The slump is measured from the lowest level.
- For landing details, maximum pipe hole diameter and flow characteristics, see OPSD-704.010.
- 200mm diameter knockout to accommodate subdrain. Knockout to be 60mm deep.
- All dimensions are in millimetres or metres unless otherwise shown.
- Structure supporting 15m in depth to include safety platform according to OPSD-704.020.
- Pipe support according to OPSD-708.020.
- Frame, grate and adjustment units shall be installed according to OPSD-704.010.
- Pipe support according to OPSD-708.020.
- All dimensions are nominal.
- All dimensions are in millimetres or metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 Rev 1
PRECAST MAINTENANCE HOLE
 1200mm DIAMETER
 OPSD - 701.010

ALTERNATIVE FINISHES

A	Smooth
B	Gravel
C	Gravel

PLAN
SECTION A-A
SECTION B-B

NOTES:

- Outlet hole size 525mm diameter maximum. Location as required.
- 200mm diameter knockout to accommodate subdrain. Knockout to be 60mm deep.
- All dimensions are in millimetres or metres unless otherwise shown.
- Gravel height to be placed to a minimum thickness of 300mm all around the catch basin.
- Frame, grate and adjustment units shall be installed according to OPSD-704.010.
- Pipe support according to OPSD-708.020.
- All dimensions are nominal.
- All dimensions are in millimetres or metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 Rev 1
PRECAST CONCRETE CATCH BASIN
 600mm x 600mm, DEPTH - 4.0m MAX
 OPSD - 705.010

SECTION DETAIL FOR SEWER PIPE CLASS A

NOTES:

1. 50% BUT NOT LESS THAN 100mm
2. 100mm MINIMUM - 150mm MAXIMUM
3. 200mm MINIMUM - 250mm MAXIMUM
4. 250mm MINIMUM - 300mm MAXIMUM

LEGEND:

- 1. 50% BUT NOT LESS THAN 100mm
- 2. 100mm MINIMUM - 150mm MAXIMUM
- 3. 200mm MINIMUM - 250mm MAXIMUM
- 4. 250mm MINIMUM - 300mm MAXIMUM

ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 Rev 1
SEWER PIPE CLASS A
 OPSD - 706.010

SECTION DETAIL FOR SEWER PIPE CLASS B

NOTES:

1. 50% BUT NOT LESS THAN 100mm
2. 100mm MINIMUM - 150mm MAXIMUM
3. 200mm MINIMUM - 250mm MAXIMUM
4. 250mm MINIMUM - 300mm MAXIMUM

LEGEND:

- 1. 50% BUT NOT LESS THAN 100mm
- 2. 100mm MINIMUM - 150mm MAXIMUM
- 3. 200mm MINIMUM - 250mm MAXIMUM
- 4. 250mm MINIMUM - 300mm MAXIMUM

ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 Rev 1
SEWER PIPE CLASS B
 OPSD - 707.010

FRAME PLAN
SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D
SLOT DETAIL

NOTES:

- All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING Date 1987 03 31 Rev 1
CATCH BASIN, CAST IRON, FRAME AND FLAT SQUARE GRATE
 OPSD - 400.02

FRAME PLAN
SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D

NOTES:

- All dimensions are in millimetres or metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING 1985 09 07 Rev 3
MAINTENANCE HOLE, CAST IRON, COVER AND SQUARE FRAME
 OPSD - 401.01

SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D
CIRCULAR SECTION

NOTES:

- All dimensions are in millimetres or metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 Rev 1
MAINTENANCE HOLE STEPS
 OPSD - 405.010

Chall-ENG
 CONSULTING ENGINEERS

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STAMP

STAMP

DRAWING TITLE:
 SITE DETAILS

PROJECT/CLIENT:
 PROPOSED CAR WASH
 ALMA STREET
 AMHERSTBURG, ONTARIO

DATE ISSUED FOR: 04.04.27
 OWNERS REVIEW: 04.05.03
 APPROVALS: 04.05.26
 CONSTRUCTION:

DATE ISSUED FOR:

PROJECT No.: 24079

SCALE: AS SHOWN

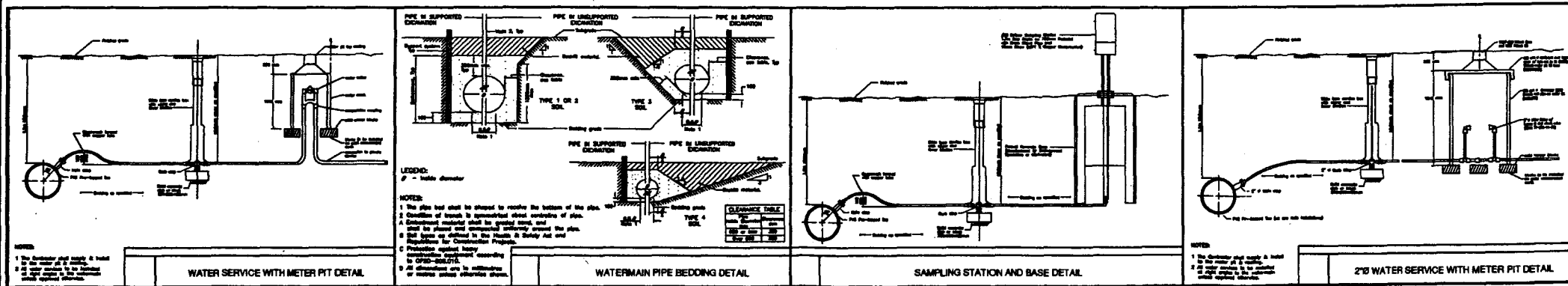
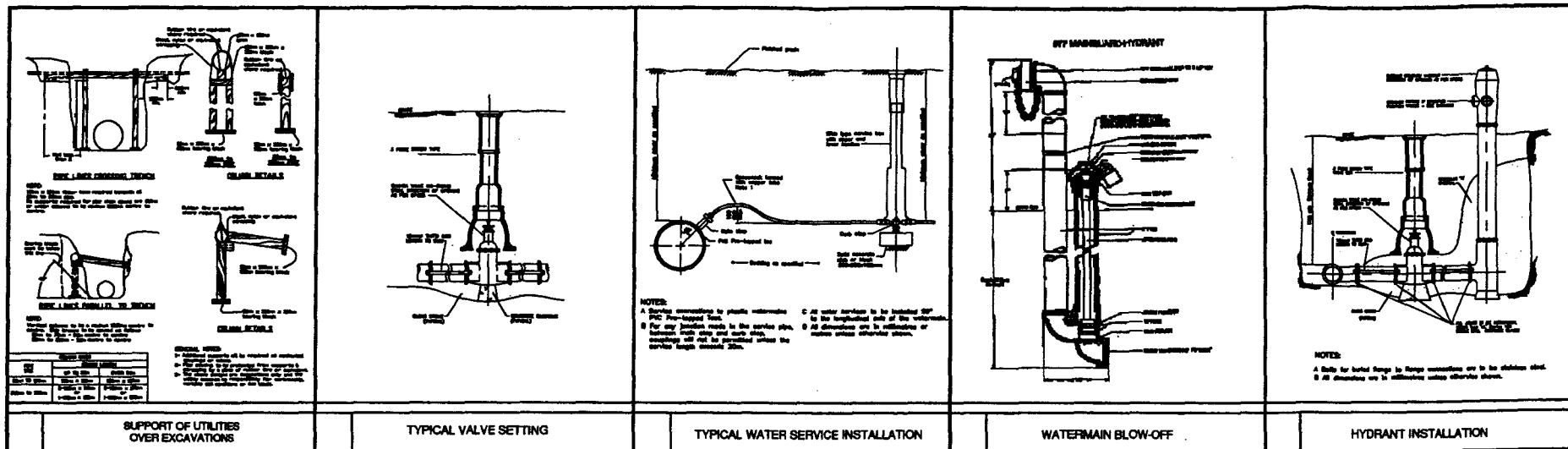
DRAWN BY: DI


CHECKED BY: MB

NOTES:

GENERAL NOTES:
 ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF CHALLENGE INC. DO NOT SCALE DRAWINGS.

DRAWING NO.:
C1.3



 <p>13300 Tecumseh Rd. E., Suite 342, Tecumseh, Ontario N9N 4R6 Canada Tel: (519) 878-7333 Fax: (519) 879-7331 email: rickpat@rma.net</p>	STAMP	STAMP	DRAWING TITLE: SITE DETAILS	DATE ISSUED FOR: 04.04.27 OWNERS REVIEW 04.05.03 APPROVALS 04.05.26 CONSTRUCTION	PROJECT No.: 24079 SCALE: AS SHOWN DRAWN BY: DI CHECKED BY: MB	NOTES:	GENERAL NOTES: ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF CHALLENGE INC. DO NOT SCALE DRAWINGS.	DRAWING NO.: <h1>C1.4</h1>
	PROJECT/CLIENT: PROPOSED CAR WASH ALMA STREET AMHERSTBURG, ONTARIO							



15
Proj. No. 24079

May, 26 2004

SCHEDULE "D" TO BY-LAW 2004-58

VIA FAX AND MAIL

K D Storage
25 Renaud St.
Amherstburg, Ontario N9V 4A9

K.D. STORAGE LTD.


KIRK DELUCA - PRESIDENT

TOWN OF AMHERSTBURG


MAYOR


CLERK

Attention: Mr. Kirk DeLuca

**Stormwater Management Report
For Proposed Car Wash on Alma Street
Amherstburg, Ontario**

Dear Mr. DeLuca:

Further to your authorization, we prepared this storm water management report for submission to the Town of Amherstburg for their review and approval as part of the development approval process for the proposed Car Wash on Alma Sreet in Amherstburg, Ontario.

1.0 Background

We understand that K D Storage proposes to construct a new car wash at their property on the north side of Alma Street in Amherstburg, Ontario. The project consists of 3860 square feet of car wash space and various site works. The new building is to be constructed in accordance with the plans and specifications prepared by others.

The total overall site is approximately 5.9 acres in size and is currently undeveloped. The proposed car wash site area is approximately 0.68 acres. Drawings C1.1 and C1.2 illustrate the proposed car wash Site Servicing Plan and the Site Grading Plan respectively. The Site Servicing Plan also illustrates the stormwater management controls. Drawings C1.1 and C1.2 are appended to this report.

**Chall-ENG
Services Inc.**

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Tel: (519) 979-7333 Fax: (519) 979-7331 email: rickpatt@mnsi.net

2.0 Release Rates

The stormwater management system is required to be designed to limit the stormwater outflow from this property to the existing municipal storm sewer system at the pre development flow rate for a 1 in 5 year storm event. The underground storm water piping itself has been designed to handle the post development flow rate for a 1 in 5 year storm event. The allowable release rate has been determined to be 3.77 cubic feet per second(cfs). Calculations are appended to this report for your reference in Appendix A.

3.0 Onsite Storage

Storage requirements for the 1 in 5 year storm were generated utilizing the Modified Rational Method (refer to Appendix A). The storage requirement for the 1 in 5 year storm was determined to be **1701 cubic feet**. The storage can be accommodated in the parking lot. Parking lot storage will be utilized to achieve the allowable release rate of 3.77 cfs. Temporary ponding will be permitted in low pedestrian traffic areas of the parking lot to a maximum of 6 inches in depth at the 2 catch basins with the water depth gradually decreasing to zero. The ponding locations are illustrated on Drawing C1.2.

An orifice plate with a 6x6 inch square opening is to be installed in each catch basin in the parking lot and in the the catch basin in the field just north of the proposed car wash development and will thereby control the release flow rate from the site to no more than the 1 in 5 year pre development rate of 3.77 cfs.

This report reflects our best judgment in light of the information available to us at the time of the preparation of this report. This report has been written to be read in its entirety.


This report was prepared for K D Storage (our client) and is intended solely for the use of our client based on the terms of our assignment. No third party may make any use of this report, or any part of this report, without the express written permission of the author and our client. We will not be responsible for damages, if any, that are suffered by any third party as a result of decisions made or actions taken based on this report.

The charges for this report were based on the work up to and including the conclusion of this report only. There has been no allowance for further consultation, investigation or court proceedings. No third party shall have the right to make use of this report or summons the author to appear in court to give testimony, without the express written permission of the author and our client.

We trust that this is the information you require. Please call if we can be of any additional assistance to you in this matter.

Yours truly,
Chall-ENG Services Inc.,
Consulting Engineers

H. Richard Patterson, P. Eng.,
President



Daniel R. Piescic, P. Eng.,
Project Manager



Enc.
Appendix A
Drawings
EZ-Flow Orifice Chart
Rainfall Intensity Duration Curves

APPENDIX A

18

STORM WATER QUANTITY MANAGEMENT CALCULATIONS

CAR WASH - ALMA STREET

SITE CONDITIONS

PRE DEVELOPEMENT

TOTAL OVERALL SITE AREA = 257,291 FT² = 5.90 ACRES

POST DEVELOPEMENT

TOTAL OVERALL SITE AREA = 257,291 FT² = 5.9 ACRES

CAR WASH SITE AREA = 29,144 FT² = 0.68 ACRES

PAVED AREA = 19,609 FT² = 0.45 ACRES

ROOF AREA = 3,860 FT² = 0.09 ACRES

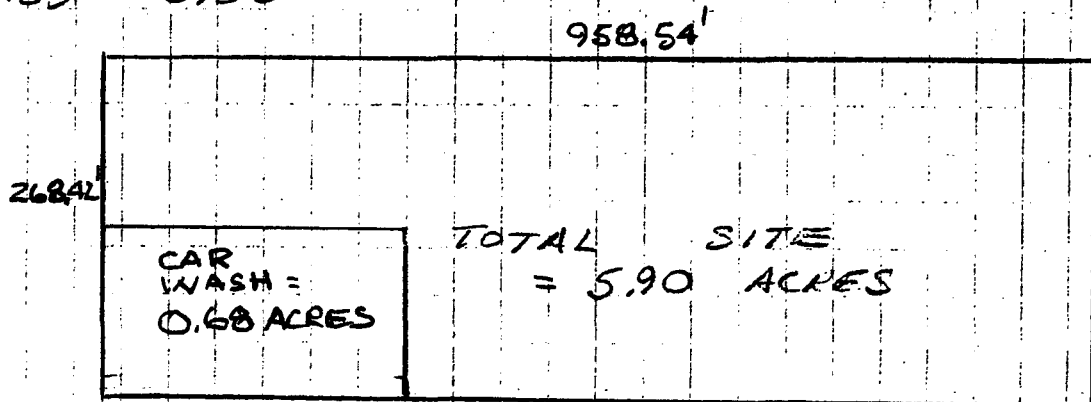
GRASS AREA = 222,586 FT² = 5.31 ACRES

RUNOFF COEFFICIENTS

ROOF 0.95

PAVEMENT 0.90

GRASS 0.20



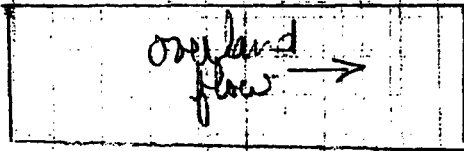
PROJ. No. 24079	BY: DRP
JED FOR: APPROVALS	

KD STORAGE
 CAR WASH ON
 ALMA ST.

SHEET 1 OF 4 DATE: MAR 31 04

Chall-ENG Services Inc.
 CONSULTING ENGINEERS
 13300 Tecumseh Rd. E. - Suite 342
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PRE DEVELOPEMENT PEAK FLOW FOR 5 YR STORM



$C = 0.20$
 $I = 3.2 \text{ "/hr}$
 $A = 5.9 \text{ ACRES}$

INLET TIME 30 MIN

$Q = CIA = 0.20 \times 3.2 \times 5.9 = 3.77 \text{ CFS}$ USE 15" ϕ PIPE
 ϕ 0.0035
 $V = 3.0 \text{ FPS}$

POST DEVELOPEMENT PEAK FLOW FOR 5 YR STORM



$T = 20 + \frac{300}{3 \times 60}$
 $= 21.6 \text{ } \approx 22 \text{ MIN}$

$C = \frac{0.405 \times 0.90}{5.9} + \frac{0.085 \times 0.95}{5.9} + \frac{1.068 \times 0.20}{5.9} = 0.26$

$I = 3.05 \text{ in/hr.}$
 $A = 5.9 \text{ ACRES}$

$Q = CIA = 0.26 \times 3.05 \times 5.9 = 4.68 \text{ CFS}$

USE 15" ϕ PIPE
 ϕ 0.005
 $V = 3.0 \text{ FPS}$

15" ϕ 0.005 PIPE OK

PROJ. No. 24079	BY: DRD
ISSUED FOR: APPROVALS	

KD STORAGE
CAR WASH ON
ALMA ST.

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STORAGE VOLUME CALCULATIONS

STORAGE REQUIRED FOR 5 YR STORM

CA = 1.53

TIME (MIN)	INTENSITY (IN/HR)	PEAK FLOW (CFS)	RESTRICTED FLOW (CFS)	VOLUME PRODUCED (FT ³)	VOLUME RELEASED (FT ³)	STORAGE VOLUME (FT ³)
5	4.90	7.50	3.77	2250	1131	1119
10	4.23	6.47	3.77	3882	2262	1620
15	3.70	5.66	3.77	5094	3393	1701
20	3.20	4.90	3.77	5880	4524	1356
25	2.80	4.28	3.77	6420	5155	765
30	2.46	3.76	3.77	6768	6796	0
35	2.26	3.46	3.77	7264	7917	0
40	2.13	3.26	3.77	7824	9048	0
45	1.95	2.98	3.77	8046	10179	0
50	1.80	2.75	3.77	8250	13572	0

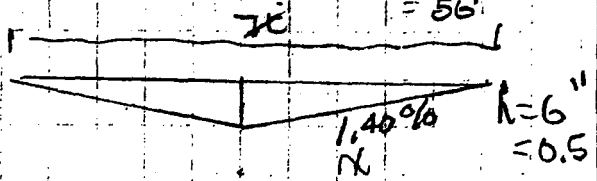
1701 FT

∴ THE VOLUME OF STORAGE REQ'D FOR THE 5 YR STORM = 1701 FT³

STORAGE IS AVAILABLE IN THE PARKING LOT

TRY PONDING 6" DEEP AT CB1 AND CB2

$$\begin{aligned} \text{VOL STORED} &= \frac{1}{3} A h \text{ IN CB 1} \\ &= \frac{1}{3} \times 70^2 \times 0.5 \\ &= 816 \text{ FT}^3 \end{aligned}$$



$$\text{IN 2 CB} = 816 \times 2 = \underline{1632 \text{ FT}^3}$$

$$\underline{1632 \text{ FT}^3 \approx 1701 \text{ FT}^3 \therefore \text{OK}}$$

$$\begin{aligned} \frac{1.4}{100} &= \frac{6}{x} \\ x &= \frac{0.5 \times 100}{1.4} = 35.7 \end{aligned}$$

PROJ. No. 24079	BY: DRD
ISSUED FOR: APPROVALS	

KD STORAGE
CAR WASH ON
ALMA ST.

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FLOW RESTRICTIONS

TO RESTRICT THE OUTFLOW FROM THIS PROPERTY
USE EZ-FLOW C.B. RESTRICTOR PLATES
IN CB1 AND CB2 AND CB³

FROM THE ATTACHED ORIFICE SELECTION
CHART BY EZ-FLOW 3 7/8 (1.25) CFS
USE AN OPENING IN THE RESTRICTOR
PLATE OF 6" X 6" SQUARE

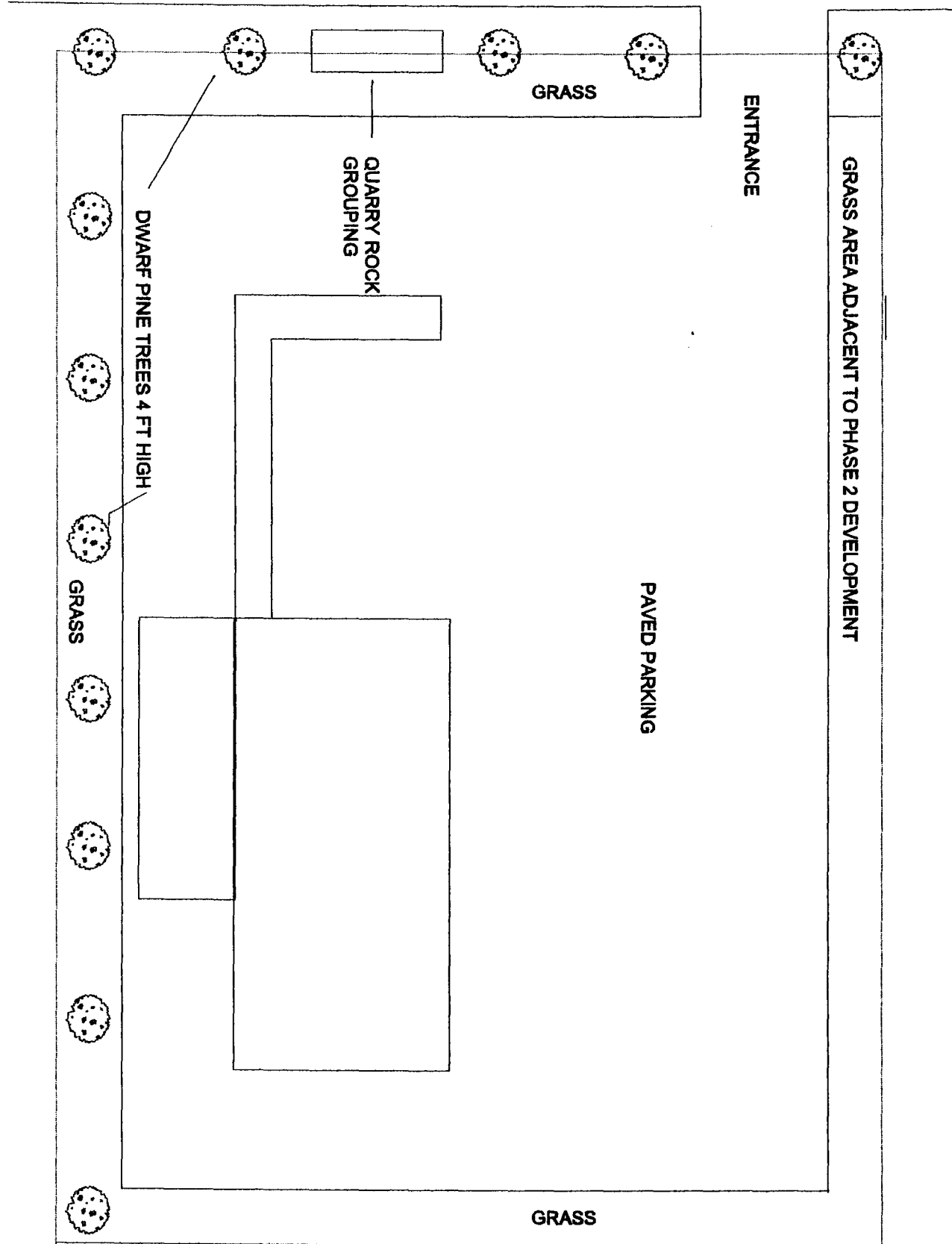
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DESIGNED FOR: APPROVALS	

KD STORAGE
CAR WASH ON
ALMA ST.

SHEET 4 OF 4 DATE: MAR 31 04

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ALMA STREET




SCHEDULE "E" TO BY-LAW 2004-58

K.D. STORAGE LTD.




 KIRK DELUCA - PRESIDENT

TOWN OF AMHERSTBURG



 MAYOR



 CLERK



Hanna,
Ghobrial
& Spencer
Limited

Consulting Engineers

3100 Terrace Drive
Windsor, Ontario N9A 6J6
Tel: (519) 844-3636
Fax: (519) 844-3638

Do not scale drawings for construction.

NO. 21/23	REVISIONS	A. DETAIL NUMBER
DATE	REVISIONS	B. LOCATION SHEET
		C. DETAIL SHEET

Project:
**CAR WASH -
ALMA STREET**

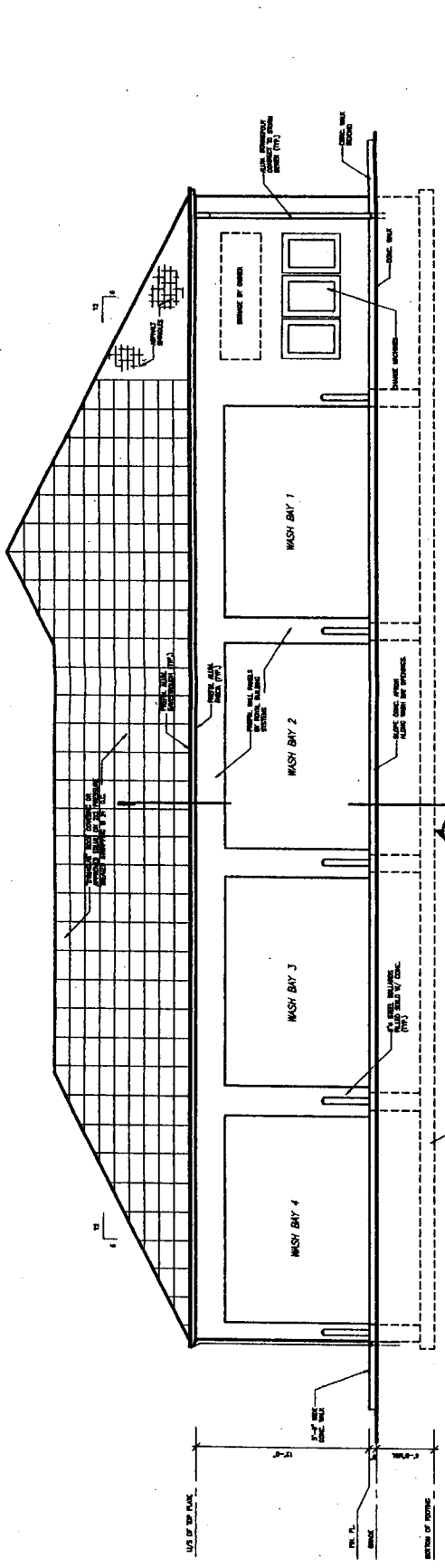
AMSTERDAM, ONTARIO

Drawing Title:
ELEVATIONS

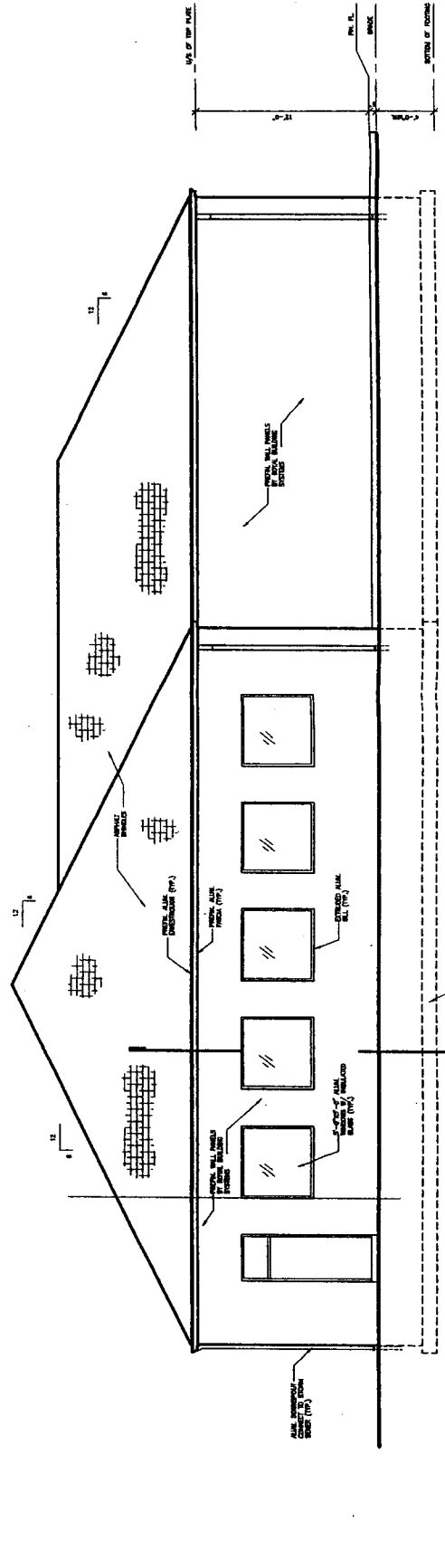
Date: AUG. 2003
Scale: AS SHOWN
Drawn By: J.C./A.D.Z.
Checked By: M.B.
Project No.: 03-2118
Drawing No.:

A-4

25



WEST ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

Not shown to scale. See separate drawings for details.