

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2004-58**

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

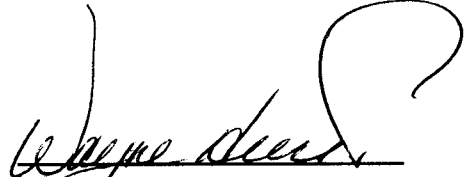
**WHEREAS** K.D. Storage Ltd. has proposed the development of property being Park Lot 6, Plan 590 for purposes of a car wash;


**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 26<sup>th</sup> 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 |
|-------------|----------|-------|
|-------------|----------|-------|

|                     |                                       |
|---------------------|---------------------------------------|
| Name                | K. D. STORAGE LTD.                    |
| Address for Service | 565 Texas Rd.<br>Amherstburg, Ontario |

**Statements**

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

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

**Submitted By**

|                                     |  |  |  |            |
|-------------------------------------|--|--|--|------------|
| MOUSSEAU DELUCA<br>MCPHERSON PRINCE | 500-251 Goyeau Street<br>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.

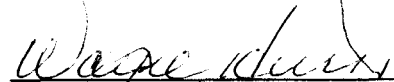
- 36. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of the extension of services and 100% of the cost of on-site improvements (other than buildings or structures) is required as part of the site plan agreement. The said 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 26<sup>th</sup> day of July, 2004.

  
 Clerk – David Mailloux

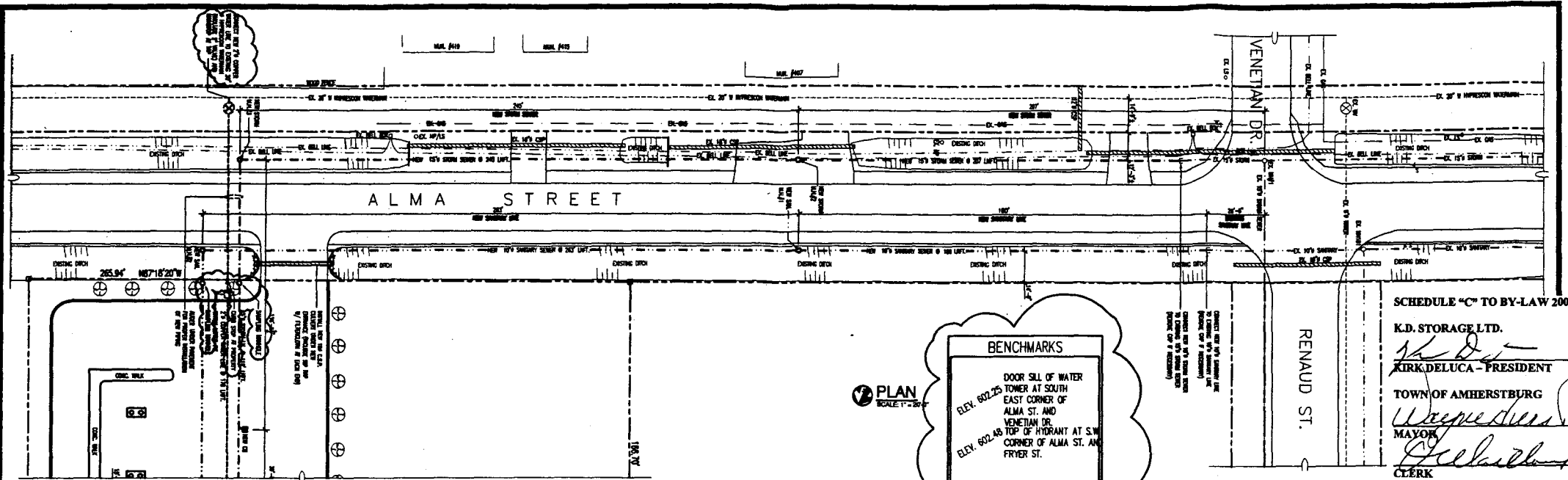


**SCHEDULE "A"**

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.**





**BENCHMARKS**

DOOR SILL OF WATER TOWER AT SOUTH EAST CORNER OF ALMA ST. AND VENETIAN DR.  
ELEV. 802.25

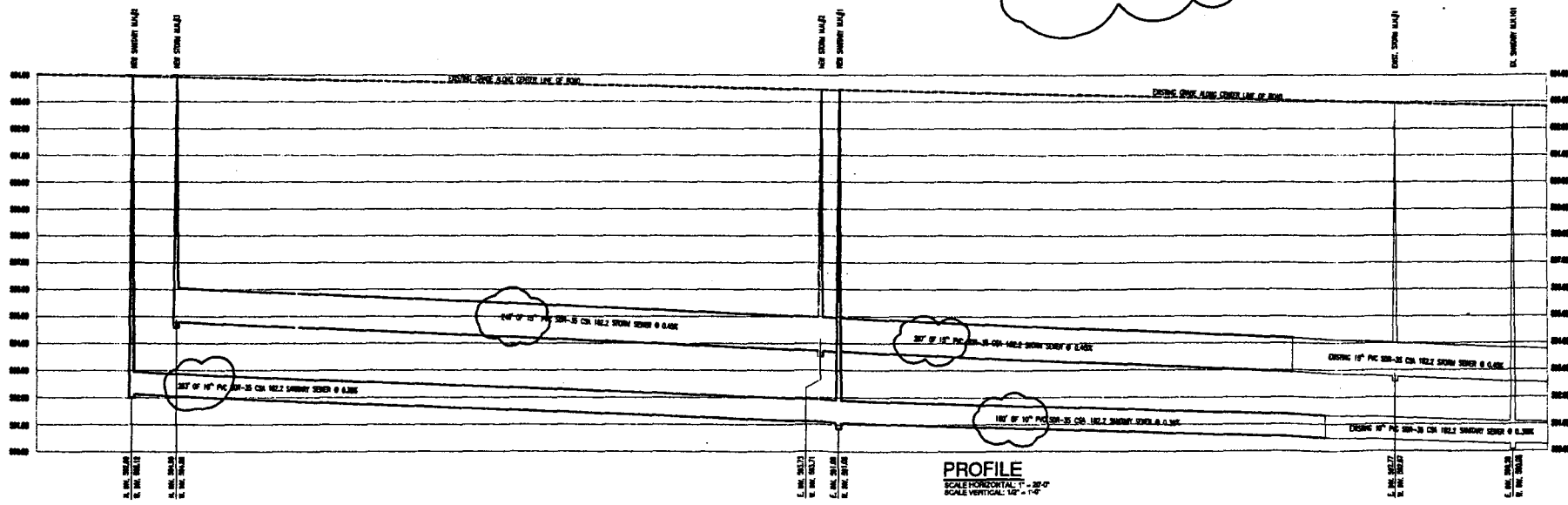
TOP OF HYDRANT AT S.W. CORNER OF ALMA ST. AND FRYER ST.  
ELEV. 802.48

SCHEDULE "C" TO BY-LAW 2004-58

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

TOWN OF AMHERSTBURG  
*W. ...*  
MAYOR

*...*  
CLERK

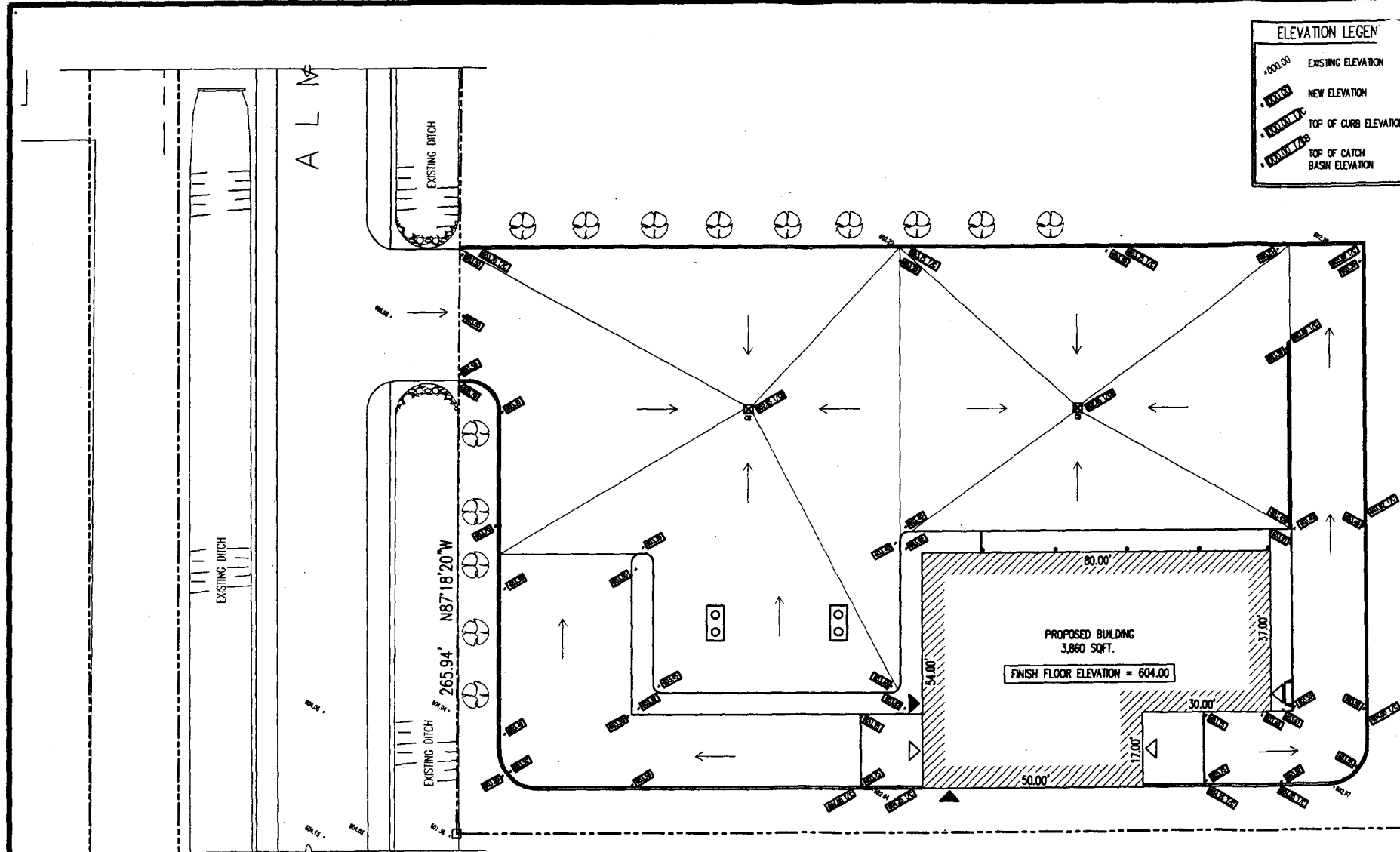


| <br>13300 Tecumseh Rd. E., Suite 342, Tecumseh, Ontario N9B 4R9 Canada<br>Tel: (519) 979-7333 Fax: (519) 979-7331 email: idcpatt@chall-eng.com | STAMP         | STAMP      | <b>DRAWING TITLE:</b><br>PLAN AND PROFILE<br><br><b>PROJECT/CLIENT:</b><br>PROPOSED CAR WASH<br>ALMA STREET<br>AMHERSTBURG, ONTARIO | <table border="1"> <tr> <th>DATE</th> <th>ISSUED FOR</th> <th>DATE</th> <th>ISSUED FOR</th> </tr> <tr> <td>04.04.27</td> <td>OWNERS REVIEW</td> <td></td> <td></td> </tr> <tr> <td>04.05.03</td> <td>APPROVALS</td> <td></td> <td></td> </tr> <tr> <td>04.05.26</td> <td>CONSTRUCTION</td> <td></td> <td></td> </tr> <tr> <td>04.07.21</td> <td>TOWNSHIP REV</td> <td></td> <td></td> </tr> </table> | DATE | ISSUED FOR | DATE | ISSUED FOR | 04.04.27 | OWNERS REVIEW |  |  | 04.05.03 | APPROVALS |  |  | 04.05.26 | CONSTRUCTION |  |  | 04.07.21 | TOWNSHIP REV |  |  | PROJECT No.: 24079<br>SCALE: AS SHOWN<br>DRAWN BY: DI<br>CHECKED BY: MB | <b>NOTES:</b><br>FLOW RES FRICTION DEVICES TO BE USED "THRU AND THROUGH" | <b>GENERAL NOTES:</b><br>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. | <b>DRAWING NO.:</b><br><h1>C1.0</h1> |
|--|---------------|------------|---|--|------|------------|------|------------|----------|---------------|--|--|----------|-----------|--|--|----------|--------------|--|--|----------|--------------|--|--|---|--|---|--------------------------------------|
|  | DATE          | ISSUED FOR | DATE  | ISSUED FOR   |      |            |      |            |          |               |  |  |          |           |  |  |          |              |  |  |          |              |  |  |   |  |   |                                      |
| 04.04.27   | OWNERS REVIEW |            |   |  |      |            |      |            |          |               |  |  |          |           |  |  |          |              |  |  |          |              |  |  |   |  |   |                                      |
| 04.05.03   | APPROVALS     |            |   |  |      |            |      |            |          |               |  |  |          |           |  |  |          |              |  |  |          |              |  |  |   |  |   |                                      |
| 04.05.26   | CONSTRUCTION  |            |   |  |      |            |      |            |          |               |  |  |          |           |  |  |          |              |  |  |          |              |  |  |   |  |   |                                      |
| 04.07.21   | TOWNSHIP REV  |            |   |  |      |            |      |            |          |               |  |  |          |           |  |  |          |              |  |  |          |              |  |  |   |  |   |                                      |

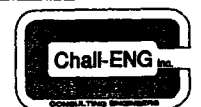


| ELEVATION LEGEN |                              |
|-----------------|------------------------------|
| 1000.00         | EXISTING ELEVATION           |
| ▲ (NEW)         | NEW ELEVATION                |
| ▲ (CURB)        | TOP OF CURB ELEVATION        |
| ▲ (CATCH)       | TOP OF CATCH BASIN ELEVATION |

| BENCHMARKS |  |
|------------|--|
| ▲          | DOOR SILL OF WATER TOWER AT SOUTH EAST CORNER OF ALMA ST. AND VENETIAN DR. |
| ▲          | ELEV. 602.25   |
| ▲          | TOP OF HYDRANT AT S.W. CORNER OF ALMA ST. AND FRYER ST.                    |
| ▲          | ELEV. 602.45   |



**SITE GRADE ELEVATIONS**  
SCALE 1/8" = 1'-0"



13300 Tecumseh Rd. E., Suite 342, Tecumseh, Ontario N9H 4E8 Canada  
Tel: (519) 979-7333 Fax: (519) 979-7331 email: rick@chal-eng.com

|       |       |
|-------|-------|
| STAMP | STAMP |
|-------|-------|

**DRAWING TITLE:**  
GRADE ELEVATIONS 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.:** 24078

**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.:**  
**C1.2**

**ALTERNATIVES**

A. SLAB FOR STORM SEWER MAINTENANCE HOLE

B. PRECAST SLAB BASE

C. CAST IN PLACE BASE

D. PRECAST FLAT CAP

**NOTES:**

- The slab is measured from the lowest level.
- Concrete should be laid to a uniform thickness.
- Reinforcing steel shall have 25mm minimum cover.
- Reinforcing steel shall have 25mm minimum cover.
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- Reinforcing steel shall have 25mm minimum cover.
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ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 (Rev) 1  
**PRECAST MAINTENANCE HOLE**  
 1200mm DIAMETER  
 OPSD - 701.010

**ALTERNATIVE FINISHES**

|   |       |
|---|-------|
| A | 100mm |
| B | 150mm |
| C | 200mm |

PLAN

SECTION A-A

SECTION B-B

**NOTES:**

- Outlet hole size 825mm diameter maximum, location as required.
- 200mm diameter knockout to accommodate substrate, knockout to be 60mm deep.
- All reinforcing steel shall have 25mm minimum cover.
- Outlet hole to be placed to a minimum thickness of 300mm at 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. 100% STANDARD PROCTOR DENSITY
2. 100% STANDARD PROCTOR DENSITY
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19. 100% STANDARD PROCTOR DENSITY
20. 100% STANDARD PROCTOR DENSITY

ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 (Rev) 1  
**SECTION DETAIL FOR SEWER PIPE CLASS A**  
 OPSD - 705.010

SECTION DETAIL FOR SEWER PIPE CLASS B

**NOTES:**

1. 100% STANDARD PROCTOR DENSITY
2. 100% STANDARD PROCTOR DENSITY
3. 100% STANDARD PROCTOR DENSITY
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18. 100% STANDARD PROCTOR DENSITY
19. 100% STANDARD PROCTOR DENSITY
20. 100% STANDARD PROCTOR DENSITY

ONTARIO PROVINCIAL STANDARD DRAWING 1996 09 15 (Rev) 1  
**SECTION DETAIL FOR SEWER PIPE CLASS B**  
 OPSD - 705.010

FRAME PLAN

SECTION A-A

GRATE PLAN

SECTION B-B

SLOT DETAIL

SECTION D-D

SECTION C-C

**NOTES:**

- All dimensions are in millimetres unless otherwise shown.

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

FRAME PLAN

SECTION A-A

SECTION C-C

SECTION D-D

**NOTES:**

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

ONTARIO PROVINCIAL STANDARD DRAWING 1983 08 07 (Rev) 3  
**MAINTENANCE HOLE, CAST IRON, COVER AND SQUARE FRAME**  
 OPSD - 401.01

CIRCULAR ALUMINUM WITH POLYETHYLENE ENCASUREMENT

SECTION A-A

RECTANGULAR STAINLESS STEEL

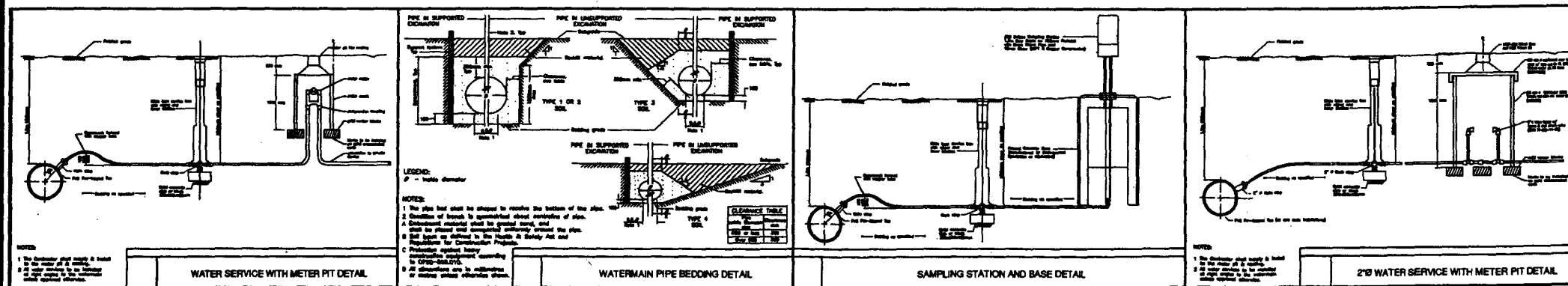
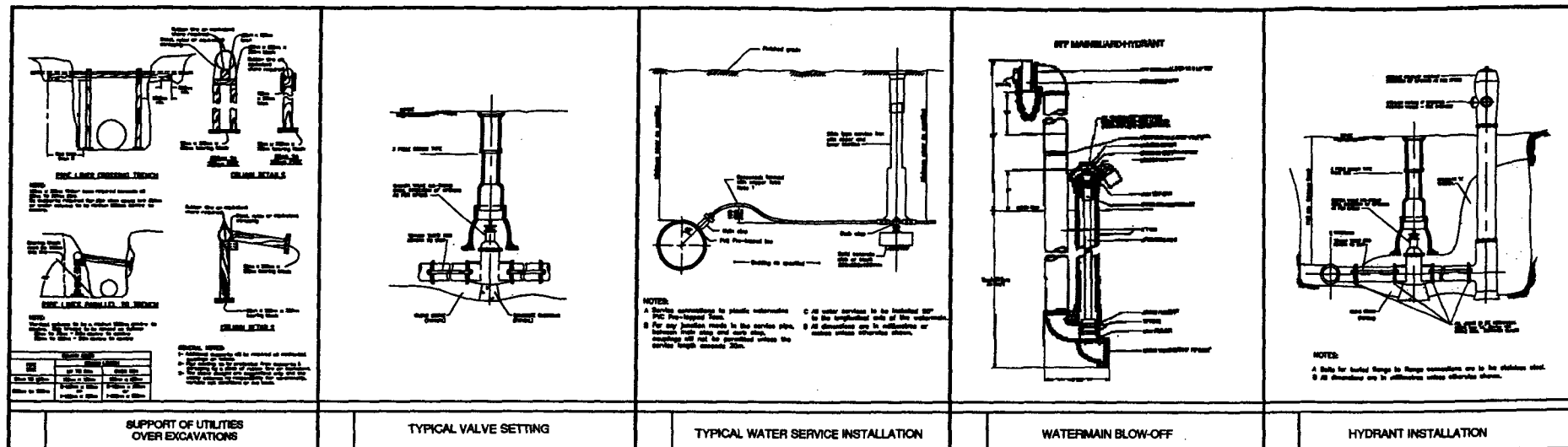
SECTION A-A

**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

|   |       |       |   |  |  |                    |        |  |                               |
|---|-------|-------|---|--|--|--------------------|--------|--|-------------------------------|
| <p>13300 Tecumseh Rd. E., Suite 342, Tecumseh, Ontario N9N 4R8 Canada<br/>                 Tel: (519) 979-7333 Fax: (519) 979-7331 email: rick@challengem.com</p> | STAMP | STAMP | DRAWING TITLE:<br>SITE DETAILS  | DATE ISSUED FOR:<br>04.04.27 OWNERS REVIEW | DATE ISSUED FOR:<br>04.05.03 APPROVALS | PROJECT No.: 24079 | NOTES: | GENERAL NOTES:<br>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.:<br><h1>C1.3</h1> |
|   |       |       | PROJECT/CLIENT:<br>PROPOSED CAR WASH<br>ALMA STREET<br>AMHERSTBURG, ONTARIO | 04.05.26 CONSTRUCTION                      |  | SCALE: AS SHOWN    |        |  |                               |



| <p>13300 Tecumseh Rd. E., Suite 342, Tecumseh, Ontario N6N 4R6 Canada<br/>Tel: (519) 879-7333 Fax: (519) 879-7331 email: rickpat@rval.net</p> | STAMP          | STAMP       | <b>DRAWING TITLE:</b><br>SITE DETAILS<br><b>PROJECT/CLIENT:</b><br>PROPOSED CAR WASH<br>ALMA STREET<br>AMHERSTBURG, ONTARIO | <table border="1"> <thead> <tr> <th>DATE</th> <th>ISSUED FOR:</th> <th>DATE</th> <th>ISSUED FOR:</th> </tr> </thead> <tbody> <tr> <td>04.04.27</td> <td>OWNER'S REVIEW</td> <td></td> <td></td> </tr> <tr> <td>04.05.03</td> <td>APPROVALS</td> <td></td> <td></td> </tr> <tr> <td>04.05.26</td> <td>CONSTRUCTION</td> <td></td> <td></td> </tr> </tbody> </table> | DATE | ISSUED FOR: | DATE | ISSUED FOR: | 04.04.27 | OWNER'S REVIEW |  |  | 04.05.03 | APPROVALS |  |  | 04.05.26 | CONSTRUCTION |  |  | PROJECT No.: 24079<br>SCALE: AS SHOWN<br>DRAWN BY: CI<br>CHECKED BY: MB | <b>NOTES:</b><br>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 DRAWING. | <b>DRAWING NO.:</b><br><h1>C1.4</h1> |
|---|----------------|-------------|---|--|------|-------------|------|-------------|----------|----------------|--|--|----------|-----------|--|--|----------|--------------|--|--|---|--|--------------------------------------|
|   | DATE           | ISSUED FOR: | DATE  | ISSUED FOR:  |      |             |      |             |          |                |  |  |          |           |  |  |          |              |  |  |   |  |                                      |
| 04.04.27  | OWNER'S REVIEW |             |   |  |      |             |      |             |          |                |  |  |          |           |  |  |          |              |  |  |   |  |                                      |
| 04.05.03  | APPROVALS      |             |   |  |      |             |      |             |          |                |  |  |          |           |  |  |          |              |  |  |   |  |                                      |
| 04.05.26  | CONSTRUCTION   |             |   |  |      |             |      |             |          |                |  |  |          |           |  |  |          |              |  |  |   |  |                                      |



Proj. No. 24079

15

May, 26 2004

SCHEDULE "D" TO BY-LAW 2004-58

**VIA FAX AND MAIL**

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

**Attention: Mr. Kirk DeLuca**

**K.D. STORAGE LTD.**

*[Signature]*  
KIRK DELUCA - PRESIDENT

**TOWN OF AMHERSTBURG**

*[Signature]*  
MAYOR

*[Signature]*  
CLERK

**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.



## **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 accomodated 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

STORM WATER QUANTITY MANAGEMENT CALCULATIONS

CAR WASH - ALMA STREET

SITE CONDITIONS

PRE DEVELOPEMENT

TOTAL OVERALL SITE AREA = 257,291 FT<sup>2</sup> = 5.90 ACRES

POST DEVELOPEMENT

TOTAL OVERALL SITE AREA = 257,291 FT<sup>2</sup> = 5.9 ACRES

CAR WASH SITE AREA = 29,144 FT<sup>2</sup> = 0.68 ACRES

PAVED AREA = 19,600 FT<sup>2</sup> = 0.45 ACRES

ROOF AREA = 3,860 FT<sup>2</sup> = 0.09 ACRES

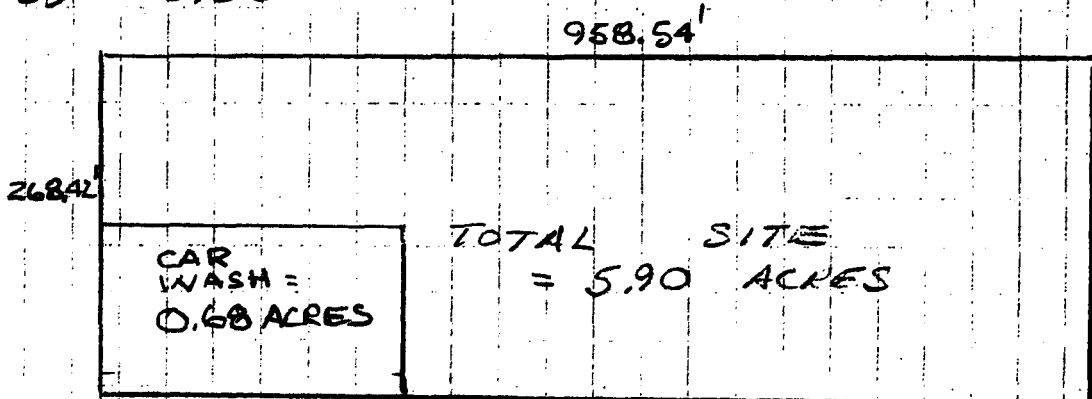
GRASS AREA = 222,586 FT<sup>2</sup> = 5.31 ACRES

RUNOFF COEFFICIENTS

ROOF 0.95

PAVEMENT 0.90

GRASS 0.20



PROJ. No. 24079 BY: DRD

JED FOR: APPROVALS

KD STORAGE  
CAR WASH ON  
ALMA ST.

**Chall-ENG Services Inc.**

CONSULTING ENGINEERS

13300 Tecumseh Rd. E. - Suite 342

Tecumseh, Ontario, Canada

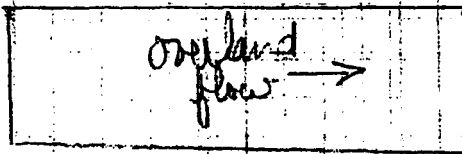
N8N 4R8

Tel: (519) 979-7333

Fax: (519) 979-7331

SHEET 1 OF 4 DATE: MAR 31 04

PRE DEVELOPEMENT PEAK FLOW FOR 5 YR STORM



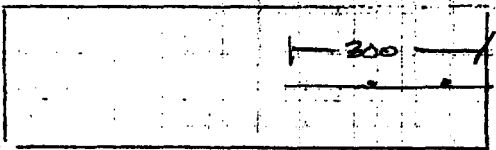
$C_p = 0.20$   
 $I = 3.2 \text{ "/hr}$   
 $A = 5.9 \text{ ACRES}$

INLET TIME 30 MIN

$Q = CIA = 0.20 \times 3.2 \times 5.9 = 3.77 \text{ CFS}$

USE 15"  $\phi$  PIPE  
 $D = 0.0035$   
 $V = 3.0 \text{ FPS}$

POST DEVELOPEMENT PEAK FLOW FOR 5 YR STORM



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

$C = \frac{0.405 \times 0.45 \times 0.90 + 0.085 \times 0.09 \times 0.95 + 1.068 \times 5.34 \times 0.20}{5.9} = 0.26$

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

$Q = CIA = 0.26 \times 3.05 \times 5.9 = 4.60 \text{ CFS}$

USE = 15"  $\phi$  PIPE  
 $D = 0.0035$   
 $V = 3.0 \text{ FPS}$

15"  $\phi$  0.45'  $\times$  4' OK

PROJ. No. 24079 BY: DRD

ISSUED FOR: APPROVALS

KD STORAGE  
CAR WASH ON  
ALMA ST.

**Chall-ENG Services Inc.**

CONSULTING ENGINEERS

13300 Tecumseh Rd. E. - Suite 342  
Tecumseh, Ontario, Canada  
N8N 4R8

Tel: (519) 979-7333

Fax: (519) 979-7331

# STORAGE VOLUME CALCULATIONS

## STORAGE REQUIRED FOR 5 YR STORM

CA = 153

| TIME (MIN) | INTENSITY (IN/HR) | PEAK FLOW (CFS) | RESTRICTED FLOW (CFS) | VOLUME PRODUCED (FT <sup>3</sup> ) | VOLUME RELEASED (FT <sup>3</sup> ) | STORAGE VOLUME (FT <sup>3</sup> ) |
|------------|-------------------|-----------------|-----------------------|------------------------------------|------------------------------------|-----------------------------------|
| 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                  | 6880                               | 4524                               | 1356                              |
| 25         | 2.80              | 4.28            | 3.77                  | 6420                               | 5655                               | 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                                 |

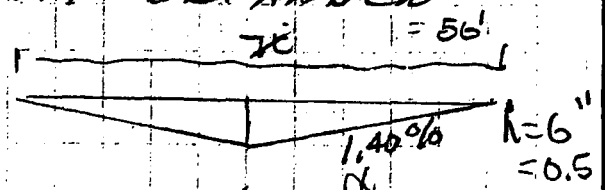
1701 FT

∴ THE VOLUME OF STORAGE REQ'D FOR THE 5 YR STORM = 1701 FT<sup>3</sup>

STORAGE IS AVAILABLE IN THE PARKING LOT

TRY PONDING 6" DEEP AT CB1 AND CB2

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



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

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

$$\frac{1.4}{100} = \frac{6}{x}$$

$$x = \frac{0.5 \times 100}{1.4} = 35'$$

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KD STORAGE  
 CAR WASH ON  
 ALMA ST.

**Chall-ENG Services Inc.**  
 CONSULTING ENGINEERS  
 13300 Tecumseh Rd. E. - Suite 342  
 Tecumseh, Ontario, Canada  
 N8N 4R8  
 Tel: (519) 979-7333  
 Fax: (519) 979-7331

FLOW RESTRICTION

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

|                       |         |
|-----------------------|---------|
| PROJ. No. 24079       | BY: DRP |
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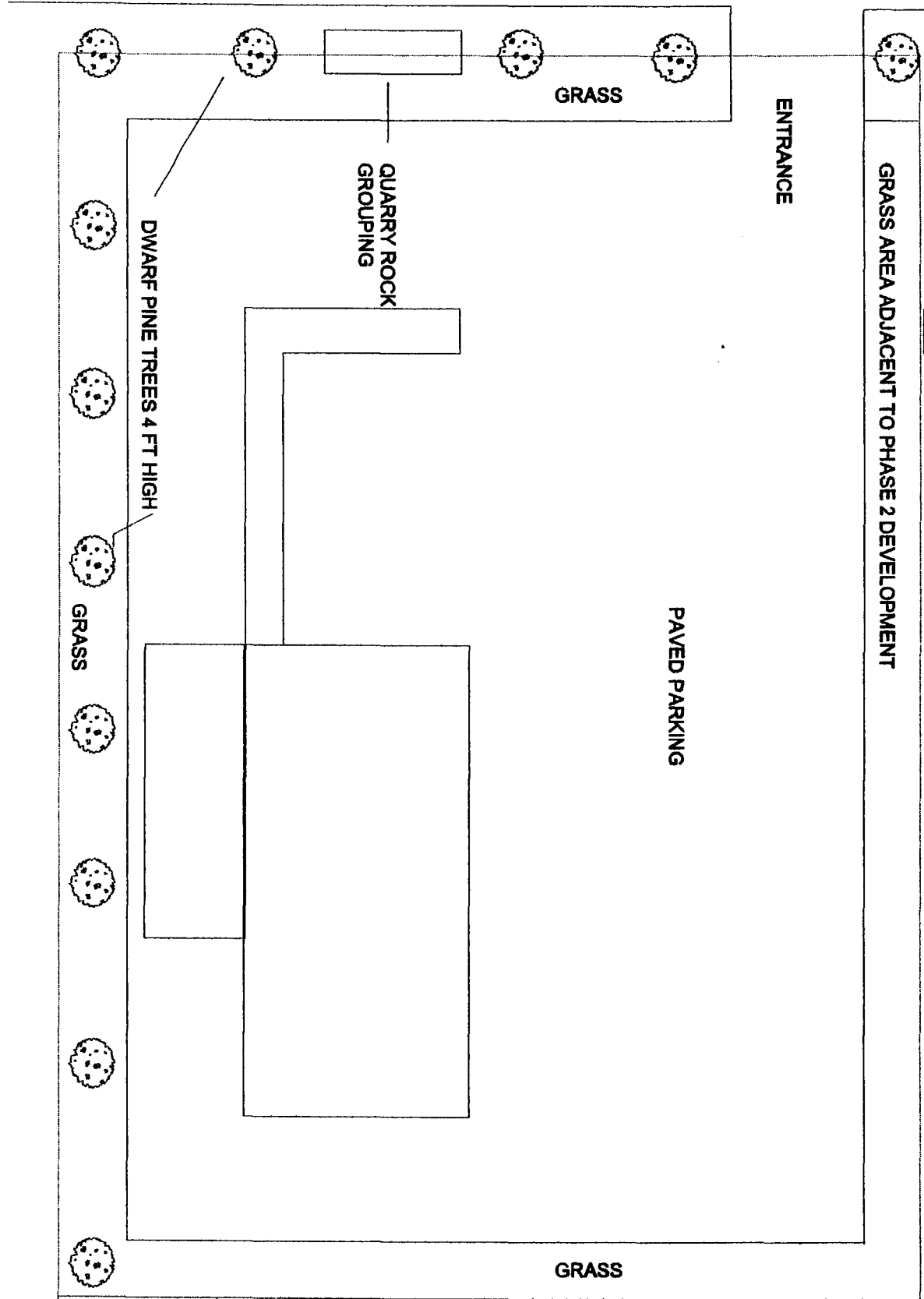
KD STORAGE  
CAR WASH ON  
ALMA ST.

SHEET 4 OF 4    DATE: MAR 31 07

**Chall-ENG Services Inc.**  
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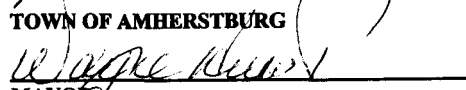
ALMA STREET



SCHEDULE "E" TO BY-LAW 2004-58

K.D. STORAGE LTD.

  
 \_\_\_\_\_  
 KIRK DELUCA - PRESIDENT

TOWN OF AMHERSTBURG  
  
 \_\_\_\_\_  
 MAYOR

  
 \_\_\_\_\_  
 CLERK





SCHEDULE "F" TO BY-LAW 2004-58

K.D. STORAGE LTD.

KIRK DELUCA - PRESIDENT

TOWN OF AMHERSTBURG

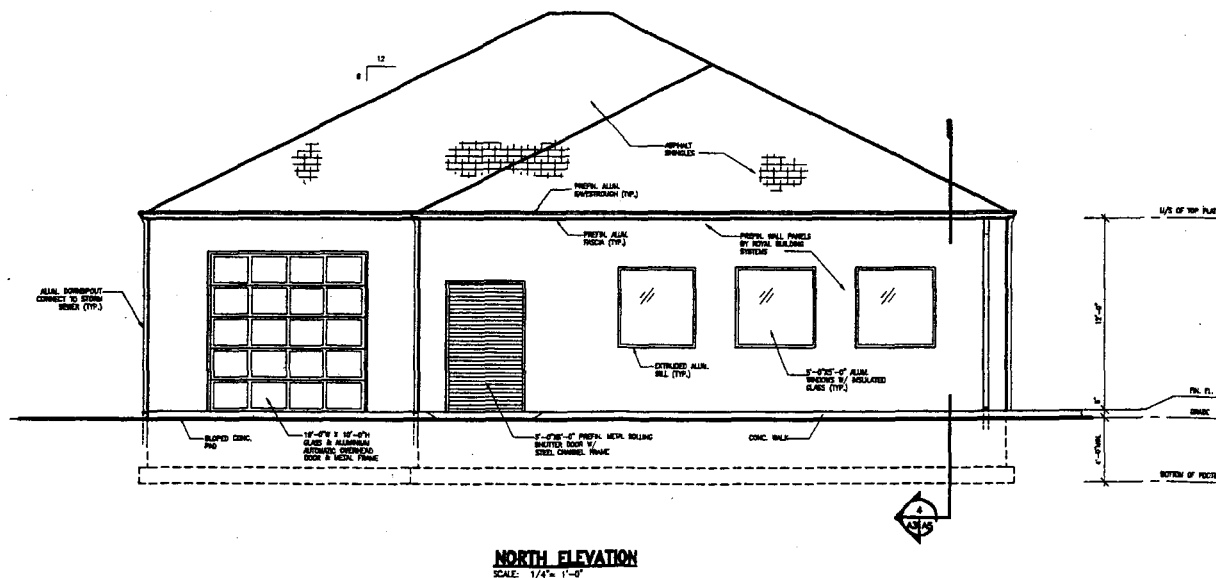
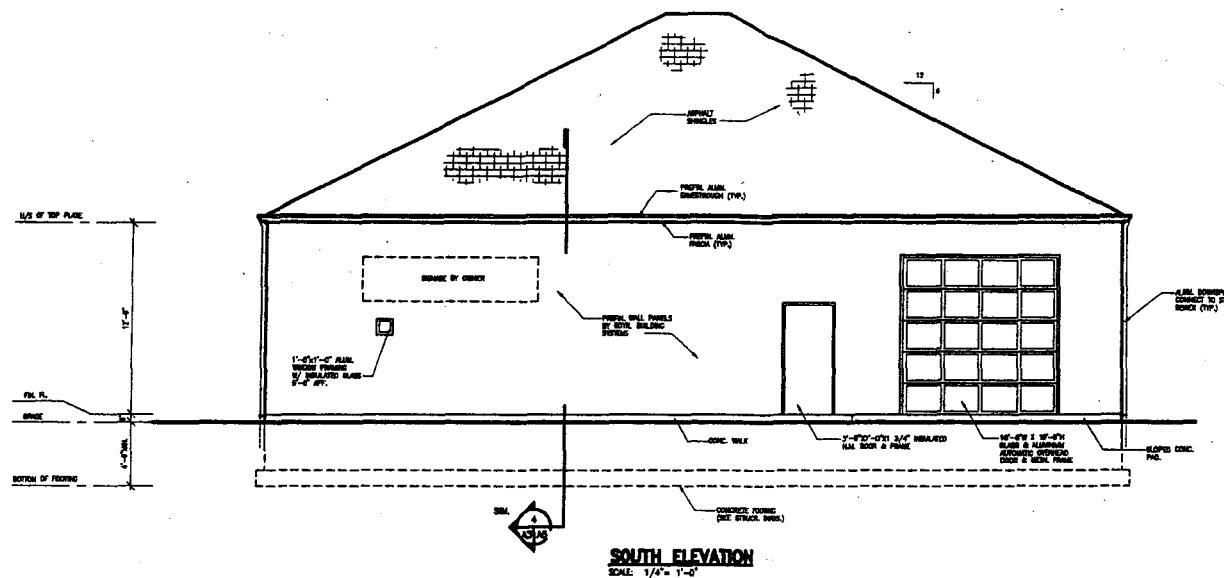
MAYOR

CLERK

Hanna,  
Ghobrial  
& Spencer  
Limited

Consulting Engineers

3100 Temple Drive  
Windsor, Ontario N9W 5J8  
Tel: (519) 844-3300  
Fax: (519) 844-8436



NOV/21/03 REVISIONS

03OCT03 BUILDING PERMIT

Date: Issued For:

|   |                  |
|---|------------------|
| A | A DETAIL NUMBER  |
| B | B LOCATION SHEET |
| C | C DETAIL SHEET   |

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Project: **CAR WASH - ALMA STREET**

AMHERSTBURG, ONTARIO

Drawing Title: **ELEVATIONS**

Date: AUG. 2003

Scale: AS SHOWN

Drawn By: X.D./X.D.Z.

Checked By: M.B.

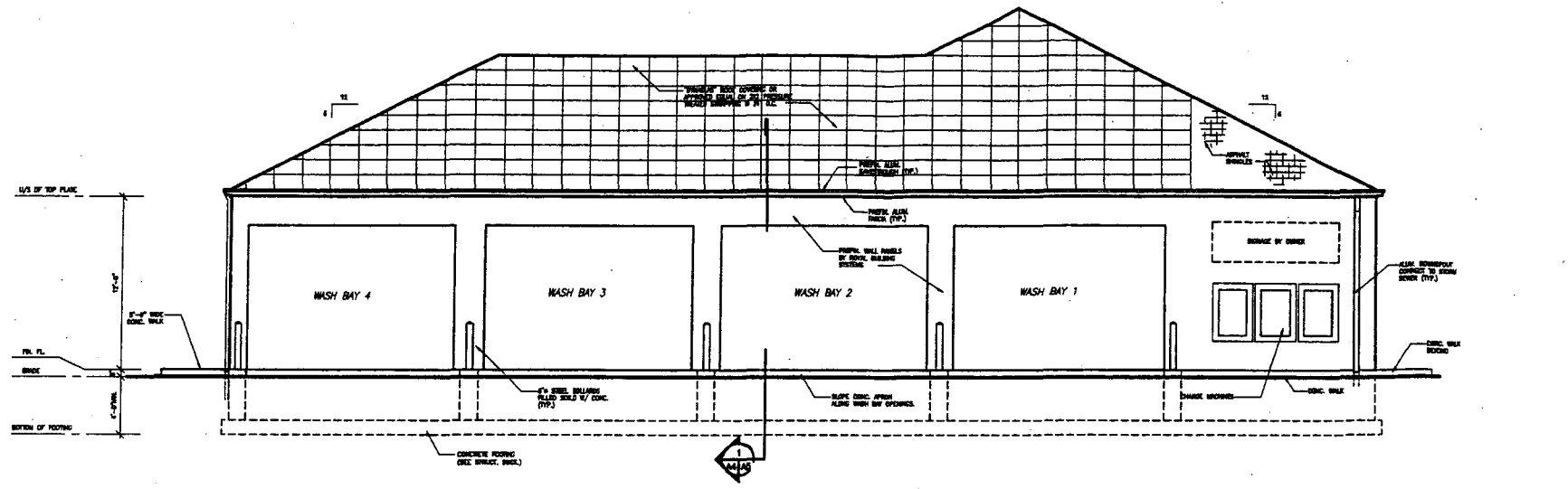
Project No.: 03-2199

Drawing No.: **A-3**

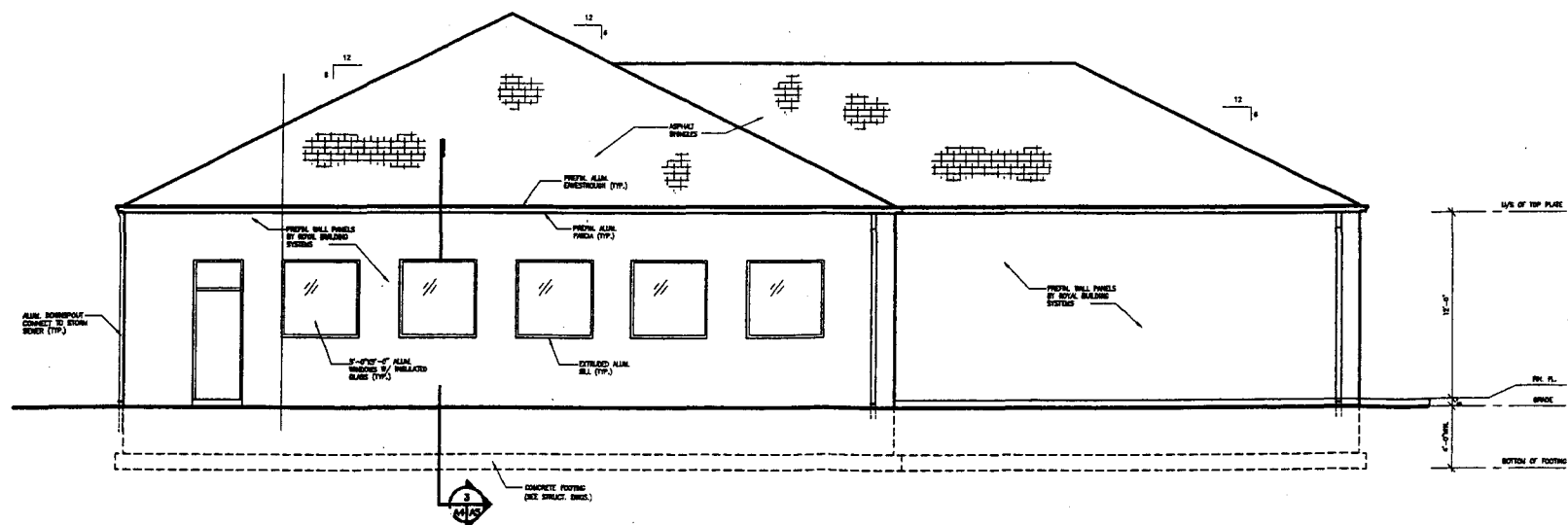
Hanna,  
Ghobrial  
& Spencer  
Limited

Consulting Engineers

3100 Temple Drive  
Windsor, Ontario N9W 5J6  
Tel: (519) 844-3280  
Fax: (519) 844-5636



**WEST ELEVATION**  
SCALE: 1/4" = 1'-0"



**EAST ELEVATION**  
SCALE: 1/4" = 1'-0"

| NOV21/03 | REVISIONS       |
|----------|-----------------|
| 03OCT03  | BUILDING PERMIT |
| Date:    | Issued For:     |

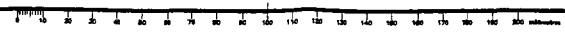
**A** DETAIL NUMBER  
**B** LOCATION SHEET  
**C** DETAIL SHEET

Project:  
**CAR WASH -  
ALMA STREET**

AMHERSTBURG, ONTARIO  
Drawing Title:  
**ELEVATIONS**

Date: AUG. 2003  
Scale: AS SHOWN  
Drawn By: X.C./X.D.Z.  
Checked By: M.B.  
Project No.: 03-2196  
Drawing No.:

**A-4**



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5