

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2005-74**

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

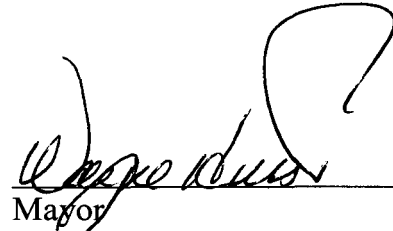
**WHEREAS** Andy Pelan, Trustee, Peter Beck, Trustee, Nathan Krey, Trustee, have proposed the development of property at 11 Third Concession North for use as a church/day care facility;

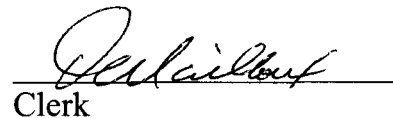
**AND WHEREAS** the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;

**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 22<sup>nd</sup> day of August, 2005.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Certified to be a true copy of By-law  
No. 2005-74 passed by the Amherstburg  
Municipal Council on August 22, 2005.

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FOR OFFICE USE ONLY

1544237

CERTIFICATE OF REGISTRATION  
CERTIFICAT D'ENREGISTREMENT  
ESSEX (12) WINDSOR

2005 SEP 23 AM 8:54  
13:46

LAND REGISTRY / REGISTRATION

(1) Registry  Land Titles  (2) Page 1 of 15 pages

(3) Property Identifier(s) Block 01543 Property 0162 Additional: See Schedule

(4) Nature of Document  
**DEVELOPMENT AGREEMENT**

(5) Consideration  
Dollars \$

(6) Description  
**Part Lot 1, Concession 3  
Part 1 on 12R-21940  
Town of Amherstburg  
County of Essex  
Essex (No.12)**

New Property Identifiers Additional: See Schedule

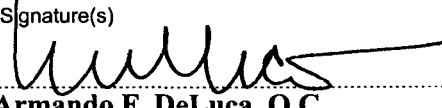
Executions Additional: See Schedule

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

(8) This Document provides as follows:  
**See Development Agreement attached.**

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 Y M D
THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor	 Armando F. DeLuca, Q.C.	2005 09 22

(11) Address for Service **271 Sandwich St. S., Amherstburg, Ontario N9V 2Z3**

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
PELAN, ANDY, TRUSTEE		
BECK, PETER, TRUSTEE		
KREY, NATHAN, TRUSTEE		
OWNERS		

(13) Address for Service **c/o 97 Rankin, Amherstburg, Ontario N9V 1E7**

(14) Municipal Address of Property	(15) Document Prepared by:	FOR OFFICE USE ONLY	
Vacant property Fox Road and Alma St. Amherstburg, Ontario	Armando F. DeLuca, Q.C. Mousseau, DeLuca, McPherson, Prince LLP 500-251 Goyeau St. Windsor, Ontario N9A 6V2	Fees and Tax	
		Registration Fee	62
		Total	62

2

**DEVELOPMENT AGREEMENT**

Registered \_\_\_\_\_, 2005

THIS AGREEMENT made in quintuplicate this 22nd day of August, 2005.

**BETWEEN:**            **ANDY PELAN, TRUSTEE**  
                              **PETER BECK, TRUSTEE**  
                              **NATHAN KREY, TRUSTEE**

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 church/day care facility 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" – Site Servicing Plan
- SCHEDULE "D" – Elevations

**SCHEDULE "E" – Landscape Plan**  
**SCHEDULE "F" – Stormwater Management Plan**

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) Site Servicing.
5. Schedule "D" hereto shows:
  - (a) Elevation drawings for the structure.
6. Schedule "E" hereto shows:
  - (a) Landscaping Plan.
7. Schedule "F" hereto shows:
  - (a) Stormwater Management Plan
8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Lines Corporation regarding any matters that relate to services provided by Essex Power Lines Corporation.
9. 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.
10. The Owner shall be responsible for consulting with and obtaining any necessary approval from the authority having jurisdiction regarding the private septic system.
11. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "D" hereto.
12. 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.
13. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".

14. 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.
15. 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.
16. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
17. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "C" and Schedule "F" 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. In the event that an Owner should fail to obey a stop work order issued under Section 24 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
28. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 25 or after notice of an opinion, which Council of the Corporation determines is correct under Section 26, 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.
29. 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.

- 30. 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.
- 31. 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.
- 32. The Developer agrees that, if required by the Corporation, 6m of property will be conveyed to the Town of Amherstburg for the purposes of road widening along Alma Street at no cost to the Corporation.
- 33. 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.
- 34. 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 security is also a requirement of this agreement with the option of reducing the security to 15% of the cost of the site improvements during the one (1) year maintenance period after the Town has inspected and initially approved same.
- 35. 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:

Andy Pelan

Andy Pelan, Trustee

Peter Beck

Peter Beck, Trustee

Nathan Krey

Nathan Krey, Trustee

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Wayne Hurst

Mayor Wayne Hurst

David Mailloux

Clerk David Mailloux

Authorized and approved by Bylaw No. 2005-74 enacted the 22<sup>nd</sup> day of August, 2005.

**SCHEDULE "A"**

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

Part Lot 1, Concession 3,  
Being Part 1 on 12R-21940,  
Town of Amherstburg,  
County of Essex,  
Province of Ontario  
Essex (No. 12)



492.24' N 87° 44' 00" W

CLIENT:  
TIM FITCH LEASING

INFORMATION ON THIS DRAWING  
IS TAKEN FROM A

PLAN OF SURVEY  
OF  
PART OF LOT 1,  
CONCESSION 3  
GEOGRAPHIC TOWNSHIP OF ANDERDON  
NOW IN THE  
TOWN OF AMHERSTBURG  
COUNTY OF ESSEX, ONTARIO

BY  
VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.  
ON - MARCH 24, 2005

BEARING REFERENCE  
BEARINGS ARE ASTRONOMICAL AND ARE REFERRED TO THE NORTHERN LIMIT  
OF ALMA STREET, AS SHOWN ON PLAN 12R-0308, HAVING A BEARING OF  
N 87° 44' 00" W.

PROJECT:  
GOOD SHEPHERD  
LUTHERAN CHURCH

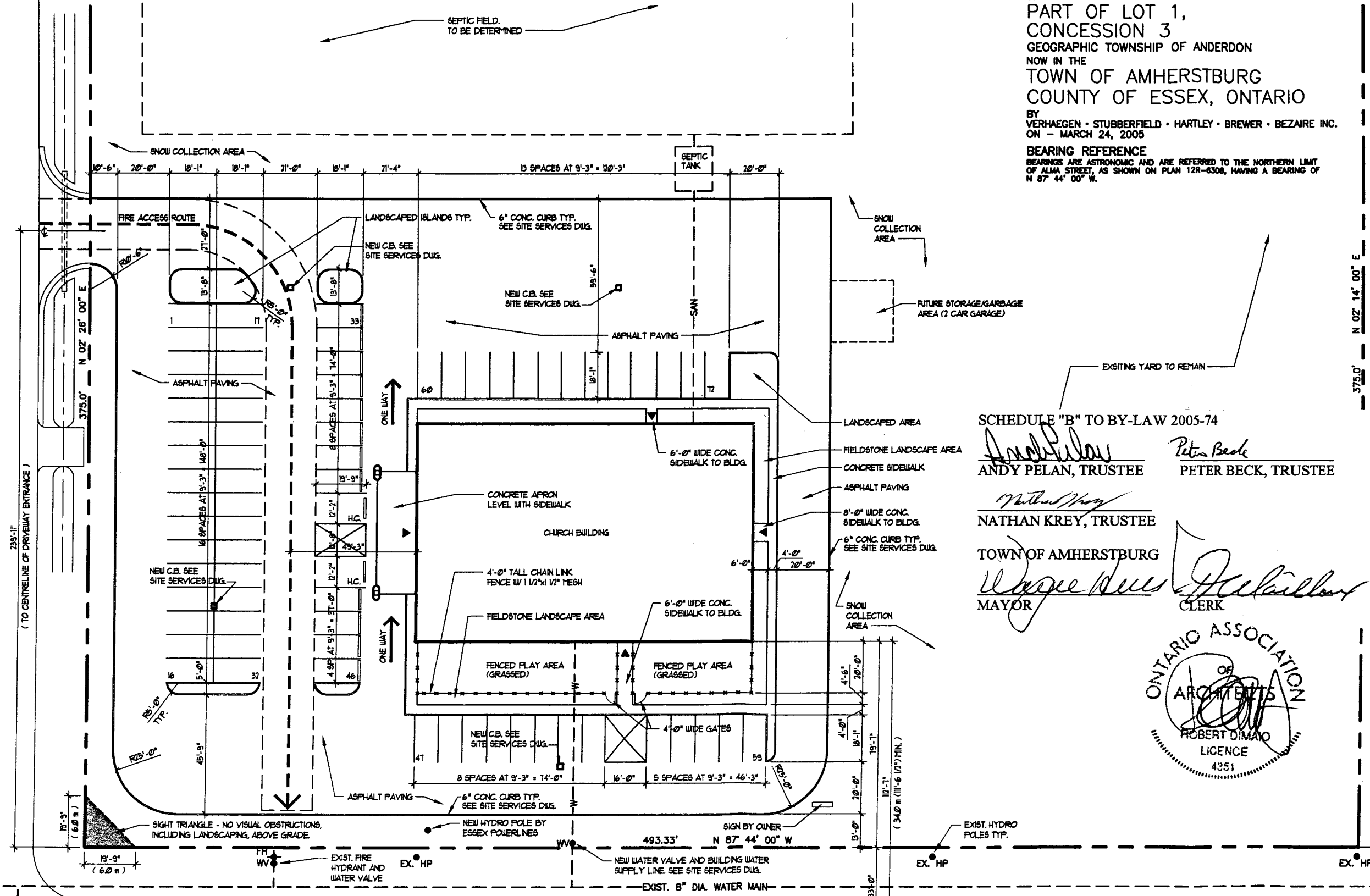
GENERAL NOTES:

1. THESE DRAWINGS DEFINE THE SCOPE OF WORK FOR THE DISCIPLINE OF ARCHITECTURE ONLY
2. THE OWNER AND SUBCONTRACTORS ARE RESPONSIBLE FOR THE DESIGN OF MECHANICAL & ELECTRICAL SYSTEMS & PERMIT APPLICATIONS INCLUDING EMERGENCY/EXIT & FIRE SAFETY SYSTEMS
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL SITE MAINTENANCE (CLEANING) DURING CONSTRUCTION AND TO BE IN COMPLIANCE WITH ALL REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT OF ONTARIO

DRAWING INDEX

- SP-1 SITE PLAN AND ZONING DESIGN DATA TABLE
- C-1 SITE PLAN AND DETAILS
- A-1 FLOOR PLAN AND DETAILS, BALCONY PLAN BUILDING CODE INFORMATION
- A-2 REFLECTED CEILING PLANS AND ROOF PLAN
- A-3 ELEVATIONS
- A-4 BUILDING SECTION AND DETAILS
- A-5 WALL SECTIONS AND DETAILS
- A-6 DOOR & ROOM SCHEDULES AND DETAILS
- A-7 MILLWORK ELEVATIONS
- S-1 ROOF & BALCONY FRAMING PLANS AND Lintel SCHEDULE
- F-1 FOUNDATION PLAN AND DETAILS

FOX ROAD



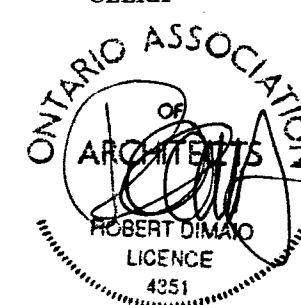
SCHEDULE "B" TO BY-LAW 2005-74

*Andy Pelan*      *Peter Beck*  
 ANDY PELAN, TRUSTEE      PETER BECK, TRUSTEE

*Nathan Krey*  
 NATHAN KREY, TRUSTEE

TOWN OF AMHERSTBURG  
*Wayne Hill*  
 MAYOR

*Robert Dimayo*  
 CLERK



235.11' ( TO CENTRELINE OF DRIVEWAY ENTRANCE )

SITE PLAN  
SCALE: 1" = 40'-0"

ALMA STREET  
(66'-0" ROW)

REVISED FOR STORM WATER RETENTION	AUG. 18, 2005
AMENDED FOR SITE PLAN CONTROL APPLICATION	JUNE 28, 2005
PERMIT	JUNE 22, 2005
ISSUED FOR:	DATE:

DRAWING TITLE:  
SITE PLAN

**Archon**  
architect incorporated

1845 Wyandotte St. E., Suite 300      Tel: (519) 253-1630  
Windsor, Ontario, Canada      Fax: (519) 253-5410  
NBY 1C8      info@archonarchitect.com

OWN BY:	F.J.M.	DSGN BY:	
DATE:	JUNE 8, 2005	SCALE:	AS NOTED
CHD BY:	A.J.G., R.D.	FILE:	3228-SP01.dwg
PROJECT NO.:	04-322B	SHEET NO.:	SP-1A

CLIENT:  
TIM FITCH LEASING

PROJECT:  
GOOD SHEPHERD  
LUTHERAN CHURCH

DESIGN DATA TABLE		
ZONING	INSTITUTIONAL (REQ'D.)	PROVIDED
INTENDED USE	PLACE OF WORSHIP, DAYCARE	PLACE OF WORSHIP, DAYCARE
MINIMUM LOT AREA	NO MINIMUM	184,998.75 sq. ft. (17,186.9 sq. m.) 4.24 acres (1.71 ha)
MINIMUM LOT FRONTAGE	NO MINIMUM	375'-0" (114.3 m)
MAXIMUM LOT COVERAGE	50% of the lot area	6.4 percent
MINIMUM FRONT YARD DEPTH	49.2' (15.0 m)	121'-1" (38.14 m)
MINIMUM REAR YARD DEPTH	32.8' (10.0 m)	252'-0" (76.8 m)
MINIMUM SIDE YARD WIDTH	32.8' (10.0 m) (INTERIOR) 49.2' (15.0 m) (EXTERIOR)	212'-8" (64.8 m) (INTERIOR) 111'-1" (33.8 m) (EXTERIOR)
MIN. LANDSCAPED OPEN SPACE YD.	30 percent	61 percent
MAXIMUM BUILDING HEIGHT	32.8' (10.0 m)	28'-0" (8.53 m) TO ROOF PEAK
BUILDING AREA	N/A	11,104 sq. ft. (1,031.60 sq. m.)
GROSS FLOOR AREA	N/A	11,875 sq. ft. (1,103.20 sq. m.)
NUMBER OF FLOORS	N/A	1 floor
FLOOR AREA RATIO (GFA / lot area)	N/A	1 : 0.064
PAVED AREA	N/A	41,697.0 sq. ft. ( 3,813.8 sq. m. )
PARKING SPACES	Church - 60 req'd. Daycare - 4 req'd.	12 spaces provided 4 spaces provided
BARRIER-FREE PARKING SPACES	2 spaces required	2 spaces provided
BICYCLE PARKING SPACES	0 spaces required	0 spaces provided
LOADING SPACES	0 spaces required	0 spaces provided



**GENERAL NOTES:**

- THESE DRAWINGS DEFINE THE SCOPE OF WORK FOR THE DISCIPLINE OF ARCHITECTURE ONLY
- THE OWNER AND SUBCONTRACTORS ARE RESPONSIBLE FOR THE DESIGN OF MECHANICAL & ELECTRICAL SYSTEMS & PERMIT APPLICATIONS INCLUDING EMERGENCY/EDT & FIRE SAFETY SYSTEMS
- GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL SITE MAINTENANCE (CLEANING) DURING CONSTRUCTION AND TO BE IN COMPLIANCE WITH ALL REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT OF ONTARIO

**DRAWING INDEX**

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- A-6 DOOR & ROOM SCHEDULES AND DETAILS
- A-7 MILLWORK ELEVATIONS
- S-1 ROOF & BALCONY FRAMING PLANS AND LATER SCHEDULE
- F-1 FOUNDATION PLAN AND DETAILS

AMENDED FOR SITE PLAN CONTROL APPLICATION JUNE 28, 2005  
PERMIT JUNE 22, 2005  
ISSUED FOR: DATE

DRAWING TITLE  
ZONING DESIGN DATA TABLE

**Archon**  
architect incorporated

1645 Wyandotte St. E., Suite 300 Tel: (519) 253-1630  
Windsor, Ontario, Canada Fax: (519) 253-6410  
info@archonarchitect.com

DRAWN BY: F.J.M. DESIGNED BY:  
DATE: JUNE 6, 2005 SCALE: AS NOTED  
DRAWN BY: A.J.G., R.D. FILE: 322B-SP01.dwg  
PROJECT NO.: 04-322B SHEET NO.: SP-1B

**GENERAL NOTES:**

- THE DESIGN AND CONSTRUCTION OF ALL WORK ON THIS PROJECT IS TO CONFORM TO THE ONTARIO BUILDING CODE, LATEST EDITION.
- EXISTING CONDITIONS AND ELEVATIONS ARE SHOWN TO ASSIST THE CONTRACTOR ONLY. NO CLAIM IS MADE TO THEIR VALIDITY. THE CONTRACTOR AND SUB CONTRACTORS SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID AND PROVIDE FOR COSTING TO DEAL WITH ALL EXISTING CONDITIONS. NO ALLOWANCE WILL BE MADE RESULTING FROM FAILURE TO CARRY OUT SUCH AN EXAMINATION.
- THE CONTRACTOR SHALL FIELD CHECK ALL RELEVANT CONDITIONS & DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH DESIGN DRAWINGS PRIOR TO CONSTRUCTION.
- SITE INFORMATION**  
SITE INFORMATION WAS TAKEN FROM A SURVEY OF PART OF LOT 1, CONCESSION 3, GEOGRAPHIC TOWNSHIP OF AMHERSTBURG, NOW IN THE TOWN OF AMHERSTBURG COUNTY OF ESSEX, ONTARIO, REGISTERED PLAN 128-27846, DATED MARCH 28, 2005, AS PREPARED BY HORNADAY, STUBBSFIELD, HARTLEY, SNEYDER, BIZANZI INC. ONTARIO LAND SURVEYORS.  
TOP OF WATER VALVE BOX, NE CORNER OF ALMA ST. AND FOX RD.  
ELEV. - 863.70 FT.  
  
NEW GRADES ARE DENOTED (---) EXISTING GRADES ARE DENOTED (---) *ASB/E*
- STANDARDS**  
PRECAST CONCRETE MANHOLES SHALL BE IN ACCORDANCE WITH OPSB - 701. 01 STANDARD COMPLETE WITH GRATE AND FRAME OPSB - 400. 02  
PRECAST CATCHBASINS SHALL BE IN ACCORDANCE WITH OPSB - 708. 01 STANDARD COMPLETE WITH GRATE AND FRAME OPSB - 400. 02  
ALL CATCHBASINS SHALL HAVE A TEE TRAP ON OUTLET PIPE  
SEWER BEDDING DETAIL SHALL BE CLASS B GRANULAR FOUNDATION  
SEWER TRENCH BACKFILL BELOW ANY PAVED SURFACE SHALL BE FULLY COMPACTED GRANULAR "A"  
  
ALL STORM DRAIN PIPING SHALL BE PVC DR35 ASTM 3034  
ALL SANITARY DRAIN PIPING SHALL BE PVC DR35 ASTM 3034  
CLEAN OUTS LOCATED IN PAVED AREAS SHALL BE FITTED WITH 6" INSPECTION FRAME AND COVER OF 47-88 AS SUPPLIED BY UNDERGROUND SPECIALTIES.  
CLEAN OUTS LOCATED IN LAWN AREAS SHALL BE A PLASTIC SPOON ON TYPE SET FLUSH TO THE GRADE SO AS NOT TO BE AFFECTED BY LAWN CUTTING EQUIPMENT.  
  
ASPHALT PAVEMENT SHALL CONSIST OF THE FOLLOWING :  
1 1/2" H-3 (OPSS 1130)  
1 1/2" H-4 (OPSS 1130)  
12" GRANULAR "A" (OPSS 1010)
- EXCAVATION**  
PRIOR TO COMMENCING EXCAVATION, ASCERTAIN LOCATION OF EXISTING SERVICES AND AVOID DAMAGING THESE SERVICES. CORRECT AND PAY FOR ANY DAMAGES TO THE OWNER'S SATISFACTION. ALL SERVICES ARE LOCATED APPROXIMATELY AND MUST BE VERIFIED BEFORE CONSTRUCTION.  
CONTRACTOR TO REMOVE ALL ORGANIC MATERIAL FROM ALL AREAS TO BE PAVED AND FROM WITHIN BUILDING FLOORS AND FOUNDATIONS.  
ALL EXCESS EXCAVATED MATERIAL TO BE REMOVED FROM SITE.  
ANY AREA WHICH IS OVER EXCAVATED SHALL BE BROUGHT BACK TO SUB GRADE USING FULLY COMPACTED GRANULAR "B" TYPE 1 (OPSS 1010).  
THE SUBGRADE SHALL BE STRIPPED AT A 3% SLOPE TOWARD THE CATCHBASINS.  
CONTRACTOR SHALL ENSURE THAT ALL EXCAVATIONS FOR THE INSTALLATION OF UNDERGROUND SERVICES ARE CONSTRUCTED AND SHORED AS NECESSARY TO CONFORM WITH THE MINISTRY OF LABOUR SAFETY REQUIREMENTS AND SHALL PROVIDE ALL REQUIRED MATERIALS TO MEET THESE REQUIREMENTS INCLUDING SHORING, BRACING, SERVICE PROTECTION, BACKFILL AND RESTORATION.
- BACKFILL**  
BEFORE INSTALLATION OF THE GRANULAR "A" BASE MATERIAL, IN PAVING AREAS THE EXPOSED SUB GRADE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE GEOTECHNICAL CONSULTANT TO VERIFY THE COMPETENCY OF THE SUB GRADE MATERIAL. ANY SUB BASE MATERIALS FOUND TO BE INADEQUATE SHALL BE REMOVED AND REPLACED WITH GRANULAR "B" TYPE 11 (OPSS 1010) FULLY COMPACTED.  
ALL GRANULAR FILL SHOULD BE COMPACTED TO 100% OF ITS STANDARD PROCTOR MAXIMUM DRY DENSITY.
- RESTORATION**  
ALL ADJACENT PROPERTIES DISTURBED BY CONSTRUCTION SHALL BE FULLY RESTORED TO MATCH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- ELECTRICAL SERVICE INFORMATION**

**BUILDING AREA** 1105.63 SQ. M.

BASIC LOAD (1105.63 x 20)	22,112.60 WATTS
LIGHTING LOAD	13,348.00 WATTS
A/C LOAD	28,037.50 WATTS
POWER LOAD	27,000.00 WATTS
TOTAL LOAD	90,508.10 WATTS
LOAD / SQ. M. (90,508.10 / 1105.63)	81.87 WATTS

**DEMAND LOAD**

A: 65% (81.87 x 90%)	= 73,657.29 WATTS
B: 65% (81.87 x 205.63)	= 17,395.75 WATTS
TOTAL	91,053.04 WATTS

NEW HYDRO POLE BY ESSEX POWERLINES  
3-250VA 600/347V TRANSFORMER BANK BY ESSEX POWERLINES  
NEW 4/0 AL SECONDARY CONDUCTOR BY ELECTRICAL CONTRACTOR  
NEW METER CABINET BY ELECTRICAL CONTRACTOR

SCHEDULE "C" TO BY-LAW 2005-74

*Andy Pelan*  
ANDY PELAN, TRUSTEE

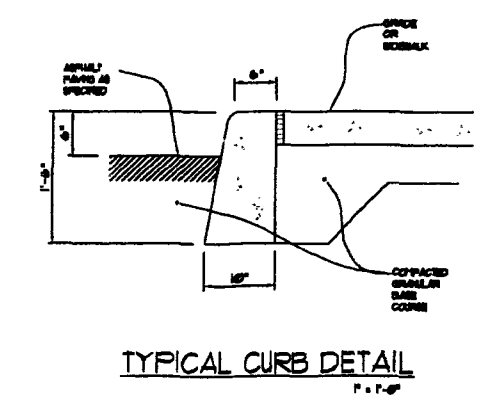
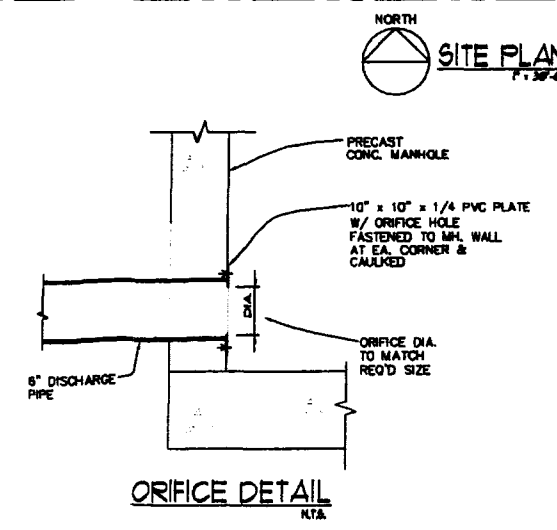
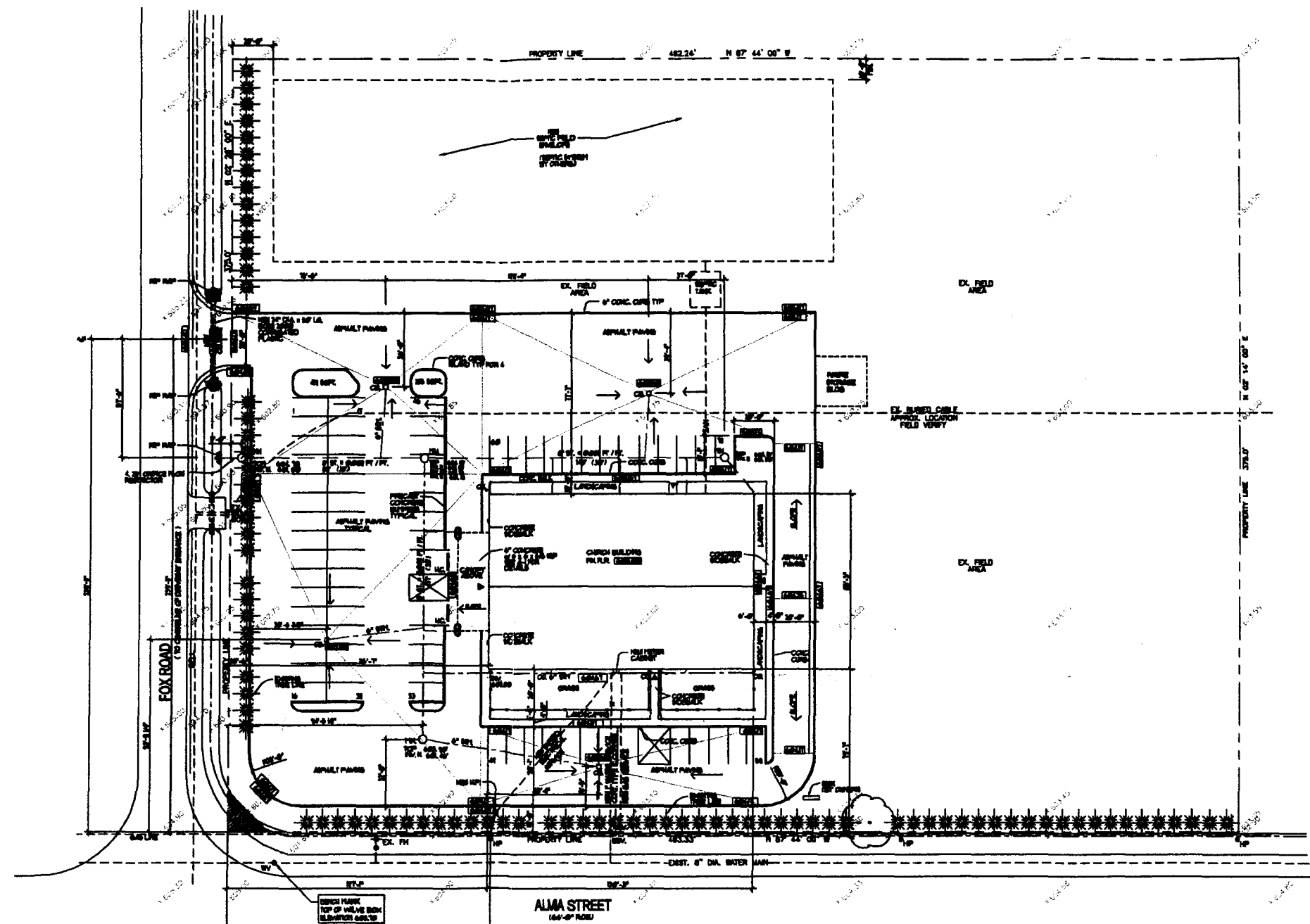
*Peter Beck*  
PETER BECK, TRUSTEE

*Nathan Krey*  
NATHAN KREY, TRUSTEE

TOWN OF AMHERSTBURG

*Walter...*  
MAYOR

*Cliff...*  
CLERK

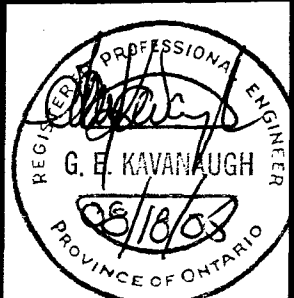


TIM FITCH LEASING

GOOD SHEPHERD LUTHERAN CHURCH

REV. STORM SYSTEM AUG. 17, 2009  
AMENDED FOR SITE PLAN -  
CONTROL APPLICATION JUNE 22, 2009  
PERMIT JUNE 22, 2009  
issued for

**PEI**  
POUTI ENGINEERING INC.  
232 Drouillard Road  
Windsor Ontario  
N9Y 2P3  
tel. 255-9322  
fax. 255-9319  
email peinc@bellnet.ca



in charge  
designed a.e.k.  
drawn by a.e.k.  
checked  
approved date JUNE 09  
sheet title  
SITE PLAN AND DETAILS  
job number 05063 sheet number CI

POUTI ENGINEERING INC.



Plant List:

Qty.	Botanical Name	Common Name	Size	Root
<b>Trees;</b>				
3	Geditsia triacanthos 'Shademaster'	Shademaster Locust	50mm. W.B.	W.B.
1	Hydrangea paniculata 'Grandiflora' Std.	Peegee Hydrangea Std.	125cm. 7 gal.	W.B.
6	Prunus virginiana 'Shubert'	Shubert Choke Cherry	50mm. W.B.	W.B.
3	Tilia cordata 'Greenspire'	Greenspire Linden	50mm. W.B.	W.B.
<b>Shrubs;</b>				
9	Cornus alba 'Elegantissima'	Silverleaf Dogwood	80cm. 3 gal.	Potted
18	Euonymus alata 'Compacta'	Dwarf Burningbush	50cm. 3 gal.	Potted
11	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	50cm. 3 gal.	Potted
23	Spiraea bumalda 'Goldflame'	Goldflame Spirea	50cm. 2 gal.	Potted
4	Weigela florida 'Purpurea'	Purple-leaved Weigela	50cm. 2 gal.	Potted
<b>Evergreens;</b>				
50	Buxus 'Green Velvet'	Green Velvet Boxwood	30cm. 2 gal.	Potted
6	Juniperus chinensis 'Old Gold'	Old Gold Juniper	40cm. 3gal	Potted
17	Juniperus sabinia 'Calgary Carpet'	Calgary Carpet Juniper	40cm. 3 gal.	Potted
2	Taxus cuspidata 'Clipped Cone'	Clipped Cone Yew	100cm. 7 gal.	Potted
12	Taxus media 'Hill'	Hill's Yew	50cm. 3 gal.	Potted

Notes:

Install 3" depth of 2-4" Beach Pebble Mulch in all planting beds. Mulch should be 1/2" below the adjacent surface within 24" of the edge of the bed. Install pebble on landscape fabric.

All planting beds adjacent to turf areas to be edged with a commercial grade 5" black polyethylene edger. Fine grade and seed or sod all site areas as indicated except those where planting beds, pavement, or buildings are indicated. Extend turf to property lines for interior lot lines and to gravel edge at road.

Spread imported topsoil over smooth subgrade in order to achieve a 4" minimum depth for all turf areas. Provide additional topsoil as required. Advise Landscape Designer of location of stockpiles and allow adequate time for testing prior to importing soil.

Guarantee all plant material for a period of one year from acceptance. Replace all dead or weak plant material promptly when directed by owner. Guarantee replacements for a period of one year from planting. Plants damaged due to vandalism are not guaranteed.

This drawing is an instrument of service and remains the property of the Landscape Designer. All drawings must be returned to the Landscape Designer on request.

Verify the quantities of plants in the plant list or indicated on the drawing with that actually drawn. Notify the Landscape Architect of any discrepancies prior to tendering.

Notify the Landscape Designer prior to commencing work, after staking the locations of proposed work, and prior to backfilling excavations.

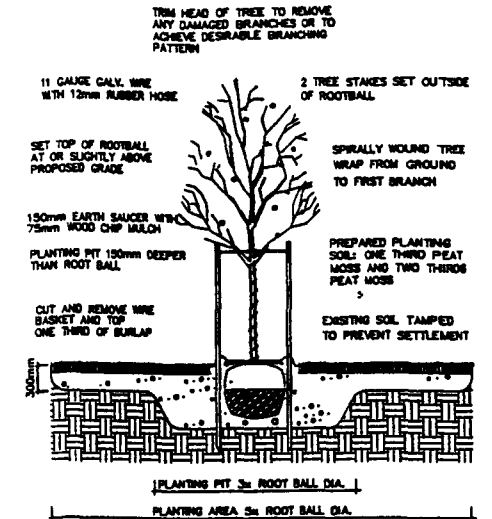
Landscape Contractor is responsible for all work shown unless indicated for General Contractor.

All work to be performed in compliance with the Health and Safety Act 1980, Ontario Reg. 213/91, 714/82 latest revisions.

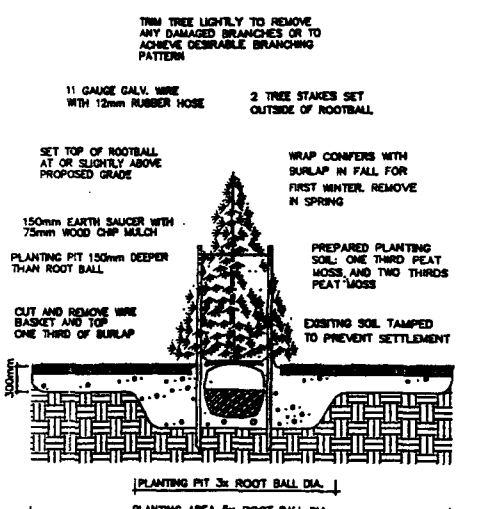
Determine and verify the location and existence of all underground utilities prior to commencing construction.

Advise the Landscape Designer of any conflict between the proposed work and existing utilities. Repair any damage done as a result of construction. Verify that all existing site conditions are as shown on the plan.

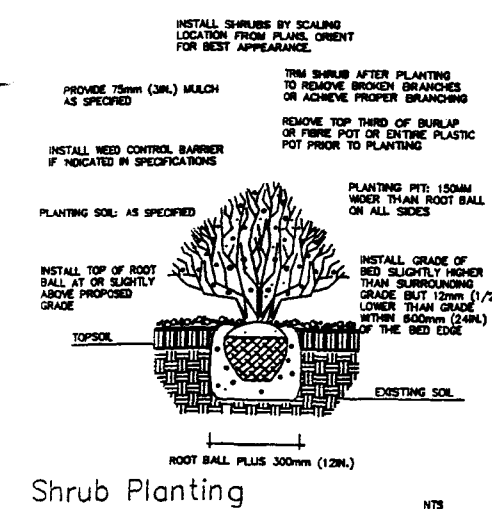
Irrigation Contractor to refer to sheet LA-5 for irrigation plan and details.



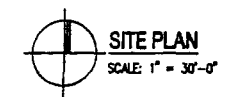
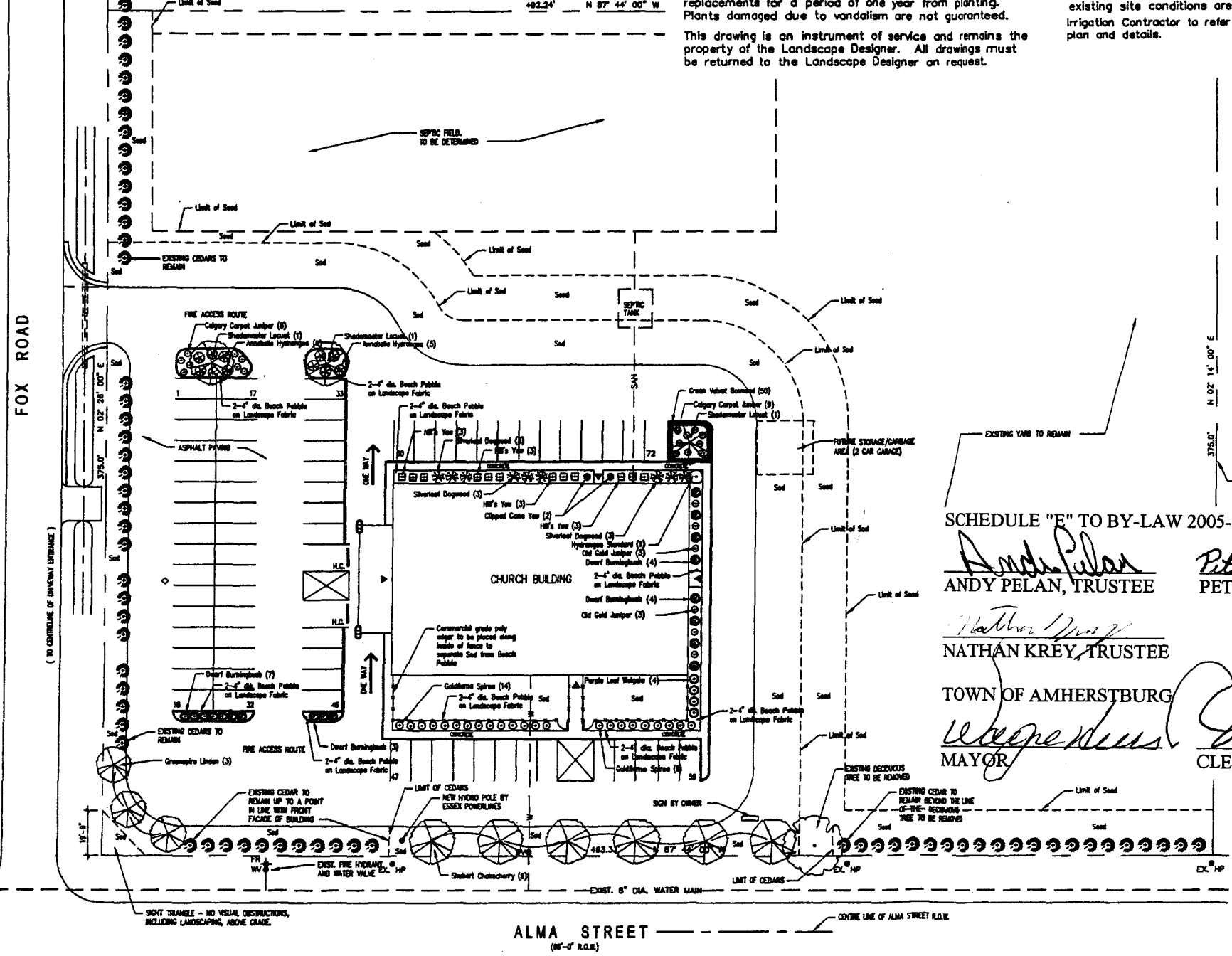
Deciduous Tree Planting NTS



Coniferous Tree Planting NTS



Shrub Planting NTS



SCHEDULE "E" TO BY-LAW 2005-74

*Andy Pelan*  
ANDY PELAN, TRUSTEE

*Peter Beck*  
PETER BECK, TRUSTEE

*Nathan Krey*  
NATHAN KREY, TRUSTEE

TOWN OF AMHERSTBURG

*Wesley Duss*  
MAYOR

*Stefan J. J. J. J.*  
CLERK

**B**ELLAIRE  
LANDSCAPE  
INC.  
Essex  
Ontario  
Phone (519) 723-4948

ISSUED:

REVISIONS:

PROJECT:

GOOD SHEPHERD LUTHERAN CHURCH

DRAWING TITLE:  
Landscape Plan

DRAWING TITLE:  
1" = 30'-0"

DRAWN BY:  
CP

CHECKED BY:  
MB

APPROVED BY:

DATE:  
July 2005

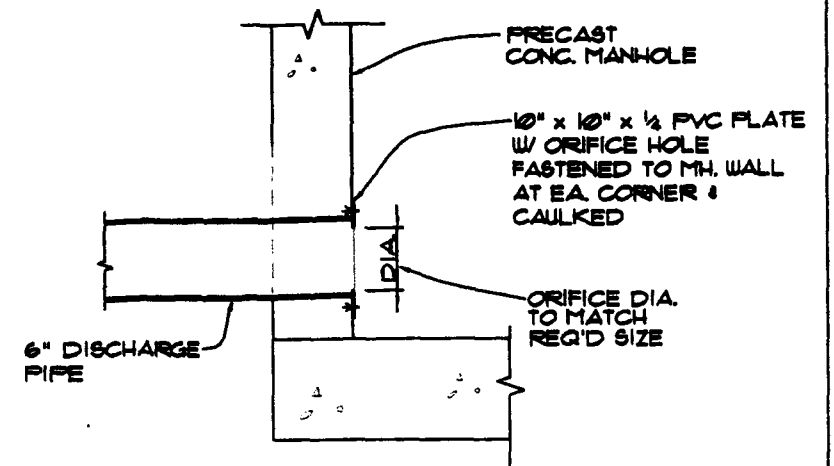
DRAWING NO:  
LP1

SCHEDULE "F" TO BY-LAW 2005-74

*Andy Pelan* *Peter Beck*  
 ANDY PELAN, TRUSTEE PETER BECK, TRUSTEE

*Nathan Krey*  
 NATHAN KREY, TRUSTEE

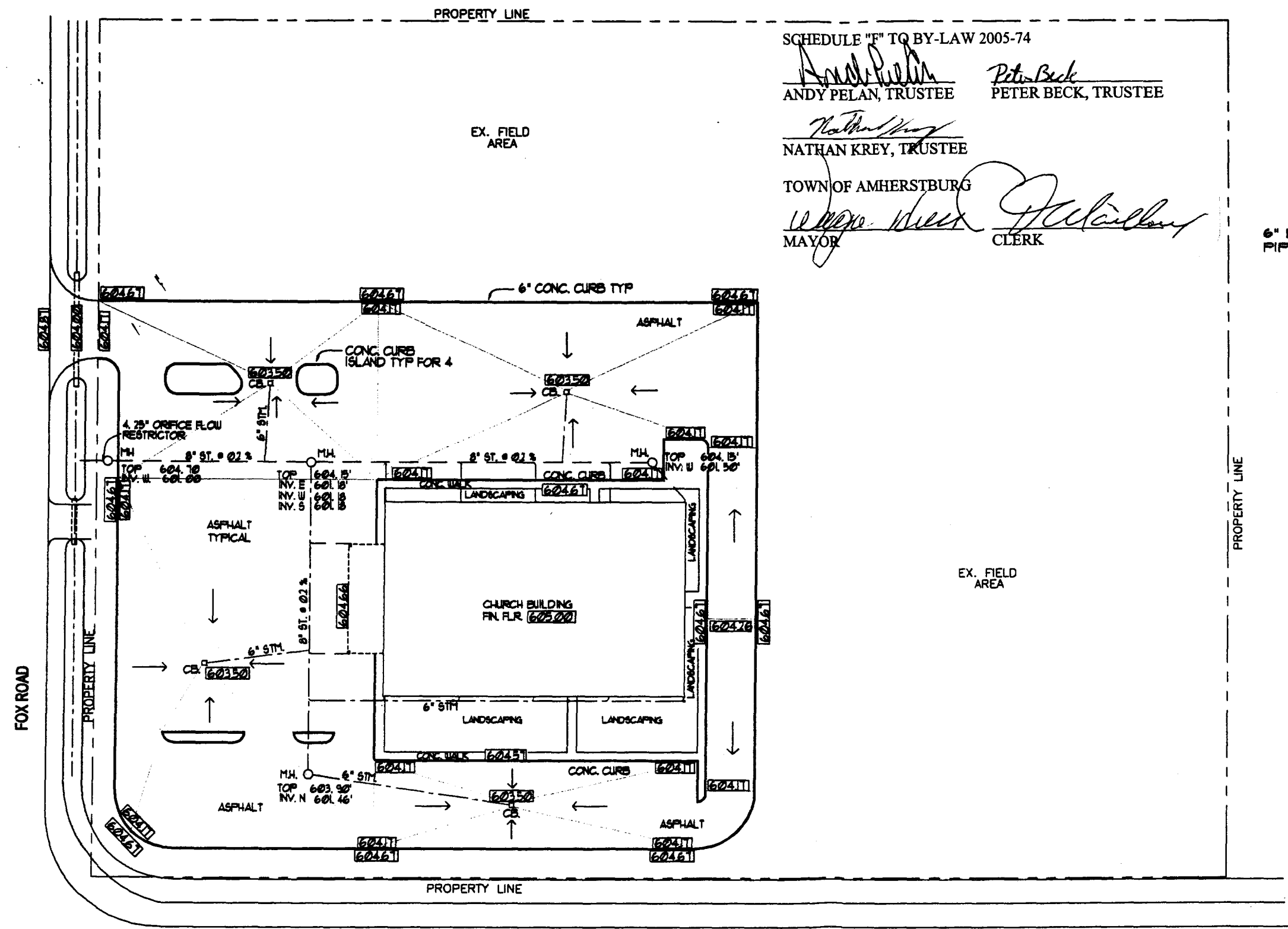
TOWN OF AMHERSTBURG  
*Walter Weiss* *McClain*  
 MAYOR CLERK



ORIFICE DETAIL  
 N.T.S.

AVAILABLE  
 STORMWATER  
 STORAGE SUMMARY

TOP W. L.	604.11'
SURFACE STORAGE STORED VOLUME	9,130 CU. FT.
UNDERGROUND STORED VOLUME	330 CU. FT.
TOTAL STORAGE	9,460 CU. FT.
TOTAL STORAGE VOLUME REQUIRED FOR 1:100 STORM	9,310 CU. FT.



NORTH  
 SITE PLAN  
 P. 50-0

DATE: AUG. 18, 2005

POUTI ENGINEERING INC.  
 232 DROUILLARD ROAD  
 WINDSOR ONTARIO  
 255-9322

STORM WATER  
 MANAGEMENT PLAN  
 GOOD SHEPHERD  
 LUTHERAN CHURCH

ST-1

H

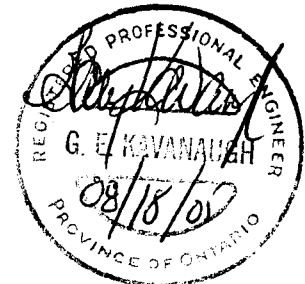
# POUTI ENGINEERING INC.

232 Drouillard Road (at Riverside)  
Windsor, Ontario N8Y 2P3

TEL. (519) 255-9322  
FAX. (519) 255-9319  
EMAIL peinc@bellnet.ca

PROJECT NAME	GOOD SHEPERD CHURCH		DATE	18-Aug-05
PROJECT NUMBER	5063		TIME	1:35 PM
<u>PREDEVELOPED SITE</u>	AREA	C' VALUE	'C' VALUE	
TOTAL AREA (SQ. FT.)	72710			
TOTAL AREA (ACRES)	1.669			
ROOF AREA (SQ. FT.)	0	0.95	0	
GRAVEL AREA (SQ. FT.)	0	0.55	0	
PAVED AREA (SQ. FT.)	0	0.9	0	
GRASS AREA (SQ. FT.)	85175	0.2	17035	
TOTAL	85175		17035	
FLOW RATE (Q=CIA)	0.801	CFS (ALLOWABLE)	0.200	PREDEVELOPED 'C'

<u>DEVELOPED SITE</u>				
TOTAL AREA (SQ. FT.)	72710			
TOTAL AREA (ACRES)	1.669			
ROOF AREA (SQ. FT.)	11865	0.95	11271.75	
GRAVEL AREA (SQ. FT.)	0	0.55	0	
PAVED AREA (SQ. FT.)	49580	0.9	44622	
GRASS AREA (SQ. FT.)	11265	0.2	2253	
TOTAL (SQ. FT.)	72710		58146.75	
FLOW RATE (Q=CIA)			0.800	DEVELOPED 'C'



FLOW RATE (Q=CIA)	1.335 TIMES I					
DURATION (MIN.)	INTENSITY	FLOW	PK. VOL.	ALL. REL. RATE	ALL. REL. VOL.	REQ'D STORAGE
1 IN 100 YEAR	IN./HR.	CFS	CU. FT.	CFS	CU. FT.	CU. FT.
5	9.84	13.135	3941	0.801	240	3700
10	8.89	9.197	5518	0.801	481	5038
15	5.91	7.899	7100	0.801	721	6379
20	5.11	6.821	8185	0.801	961	7224
25	4.52	6.034	9050	0.801	1202	7849
30	4.00	5.339	9611	0.801	1442	8169
35	3.75	5.008	10512	0.801	1683	8830
40	3.50	4.672	11213	0.801	1923	9290
45	3.20	4.272	11533	0.801	2163	9370

VOL. TO BE STORED      9370      Cu. Ft.

15

# POUTI ENGINEERING INC.

232 Drouillard Road (at Riverside)  
Windsor, Ontario N8Y 2P3

TEL (519) 255-9322  
FAX (519) 255-9319  
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PROJECT NAME	GOOD SHEPERD CHURCH	DATE	19-Aug-05
PROJECT NUMBER	5063	TIME	7:15 AM

ORIFICE CALC.  
NEW DRAINAGE AREA  
ROOF FLOW RESTRICTED

ALLOWABLE RELEASE RATE	DRAINAGE AREA	ALL. C' VALUE	INTENSITY(1 IN 2 YR) 2.83
TOTAL AREA (SQ. FT.)	72710	0.200	
TOTAL AREA (ACRES)	1.87		
FLOW RATE (Q=CIA)	0.94	CFS	1 IN 2 YEAR
ORIFICE CALCS			FORMULA $Q=CxAx(2gh)^{.5}$
Q=	0.80		ALL. FLOW RATE
C=	0.800		CONSTANT (SHARP EDGE PLATE)
G=	32.2		CONSTANT
HEAD=	3.17		INV. 601.0' TO T.W.L. 604.2'
REQ'D DIA. =	4.14	INCHES	USE 4.25" ORIFICE

