

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2010-15**

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

**WHEREAS** 1741059 Ontario Limited has proposed the development of property located at 448 Simcoe Street for use as a multiple residential dwelling apartment building development;

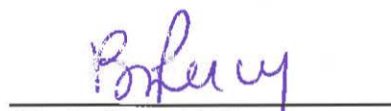
**AND WHEREAS** the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of a Consent/Development Agreement in the form annexed hereto;

**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 Consent/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 28<sup>th</sup> day of January, 2010.

  
\_\_\_\_\_  
Mayor- Wayne Hurst

  
\_\_\_\_\_  
Clerk- Brenda Percy

**SUBDIVISION AGREEMENT  
(CONSENT /DEVELOPMENT AGREEMENT)**

Registered \_\_\_\_\_, 2010.

**THIS AGREEMENT** made in triplicate this 28<sup>th</sup> day of January, 2010.

**BETWEEN:** 1741059 ONTARIO LIMITED

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 Owner proposed the subdivision development and servicing of lands within Part of Lot 23, Concession 2 also known as Part of Park Lot 3, Range 1 in the geographic Township of Malden now in the Town of Amherstburg, County of Essex, which lands are more particularly described in Schedule "A" annexed hereto;

**AND WHEREAS** the Amherstburg Committee of Adjustment granted consent on September 30, 2008 (File B/29/08) for the subdivision of lands to create a multiple residential building lot, subject to conditions imposed including a provision that the Owner agrees in writing to satisfy all of the requirements of the Town concerning the provision of services and other matters;

**AND WHEREAS** the Owner represents and warrants to the Town that it is now the registered owner of all the lands described in Schedule "A" annexed hereto and that all of the right, title and interest of its predecessors in title and all right and authority to complete the subdivision and to develop the lands is rested in it.

**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 Part 2 on Plan 12R-23956 of the said lands for a multiple residential dwelling apartment building in accordance with the Site Plan attached as Schedule "B" and hereinafter referred to as the Site Plan;

**NOW THEREFORE** in consideration of the premises and of the Town certifying to the Committee of Adjustment that the requirements of the Town have been met, the parties hereto agree 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  
SCHEDULE "D" - Storm Water Detention

SCHEDULE "E" - Storm Water Detention Calculations  
SCHEDULE "F" - Elevations  
SCHEDULE "G" - Landscape Plan and listing of Plant Materials

2. Schedules "A" hereto describe 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 Site Servicing.
5. Schedule "D" hereto shows Storm Water Detention.
6. Schedule "E" hereto shows Storm Water Detention Calculations:
7. Schedule "F" hereto shows Elevation drawings for the structure.
8. Schedule "G" hereto shows Landscaping and listing of plan materials.
9. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Corporation, Union Gas and Bell Canada regarding any matters that relate to services provided by Essex Power Corporation, Union Gas and Bell Canada.
10. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and the Essex Region Conservation Authority.
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 "B", "C", "D" and "E" 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 non-combustible 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 as shown on Schedule "G". 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; and
  - (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 by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
28. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
29. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
30. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.
31. The Owner acknowledges that the said lands are subject to By-law 2009-81 passed November 9, 2009 which established development charges for residential development in the Town, and provided that a development charge of \$8570.00 be paid for each unit to be constructed. In accordance with Section 13 of Bylaw 2009-81 Council agrees to grant a full exemption for 16 units being the subject of this development.

32. Subject to Section 365.1 of the Municipal Act the Corporation and Owner agree:
- (i) That the Municipal portion of property taxes estimated at \$13,627.81 annually on a \$1,000,000.00 value be waived at the calculated amount beginning with the first full year of tax assessment for a period of five complete calendar years;
  - (ii) That the Corporation pursue possible property tax assistance at the County level;
  - (iii) That the Corporation pursue possible funding under the Brownfields Financial Tax Incentive Program (BFTIP) to allow the Municipal portion of property taxes to be matched by the Province for the Educational portion estimated at \$2,640.00 annually.
33. The Owner and Corporation hereby acknowledge Record of Site Condition #69146 submitted to the Ontario Ministry of the Environment on December 18, 2009 for Part Lot 23, Concession 2, Part of Park Lot 3, Range 1, designated as Part 2, Plan 12R23956 which certifies that there is no evidence of any contaminants in the soil, ground water or sediment on, in or under the RSC property that would interfere with the type of property use to which the RSC property will be put, as specified in the RSC.
34. The Owner and Corporation hereby acknowledge Report #08-1134-024-0-R02 dated July 2009 prepared by Golder Associates on the Supplemental Soil and Groundwater Quality Assessment and Limited Soil Lead Impact Delineation for the property described as Part of Lot 23, Concession 2, Part of Park Lot 3, Range 1, designated as Parts 1 and 2, Plan 12R-23956 together with the Phase 1 ESA dated March 26, 2008 reference number 08-1134-024-0. These reports will form the basis for the environmental information and will be used in conjunction with any future development on the entire site.
35. In satisfaction of the requirement of the Planning Act that the Owner convey up to 5% of the land included in the plan for park purposes, or cash-in-lieu thereof, the Owner covenants and agrees to pay the Town the sum of \$6,700.00 in total with said fee to be paid prior to final approval of the on-site works.
36. 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 446 of The Municipal Act shall apply.
37. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for 50% of the value of on-site improvements exclusive of buildings and structures is required as part of this agreement. The Owner's engineer is required to provide a certified estimate of the cost of the on-site work for consideration and approval by the Town's Public Works Manager. Once the Town has inspected and approved the construction of the on-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of the on-site improvements.

38. 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: 1741059 Ontario Limited**

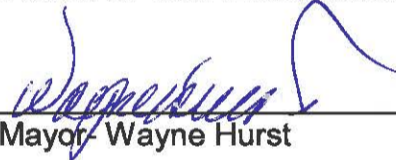


\_\_\_\_\_  
President- Norbert Bolger



\_\_\_\_\_  
Secretary/Treasurer- Jason Laframboise

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**



\_\_\_\_\_  
Mayor- Wayne Hurst



\_\_\_\_\_  
Clerk- Brenda Percy

Authorized and approved by By-law No. 2010-15  
enacted the 28<sup>th</sup> day of January, 2010.

**SCHEDULE "A"**

Part of Lot 23, Concession 2  
also known as Part of Park Lot 3, Range 1  
being Part 2 on Reference Plan 12R-23956  
in the Geographic Township of Malden  
now in the Town of Amherstburg  
County of Essex  
Province of Ontario

**OWNER: 1741059 Ontario Limited**

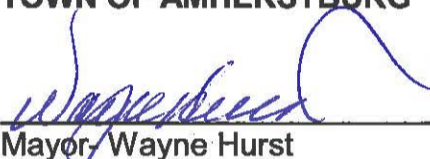


\_\_\_\_\_  
President- Norbert Bolger



\_\_\_\_\_  
Secretary/Treasurer- Jason Laframboise

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**



\_\_\_\_\_  
Mayor- Wayne Hurst



\_\_\_\_\_  
Clerk- Brenda Perry



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

yyyy mm dd Page 1 of 2

**Properties**

70558 - 0347 LT  
 Description PT LT 23 CON 2 (AKA LT 3 RANGE 1) MALDEN DESIGNATED AS PART 2, PLAN  
 12R23956 TOWN OF AMHERSTBURG  
 Address 448 SIMCOE STREET  
 AMHERSTBURG

**Consideration**

Consideration \$ 0.00

**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  
 N9V 2A5

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

This document is being authorized by a municipal corporation Lory Bratt, AMCT, Planning Coordinator.

**Party To(s)****Capacity****Share**

Name 1741059 ONTARIO LIMITED Registered Owner  
 Address for Service 20 Renaud St.  
 Amherstburg, Ontario  
 N9V 4B1

I, Norbert Bolger, President and Jason Laframboise, Secretary/Treasurer, have the authority to bind the corporation

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

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

Armando Felice Antonio DeLuca 500-251 Goyeau Street acting for Signed 2010 02 24  
 Windsor Applicant(s)  
 N9A 6V2  
 Tel 519-258-0615  
 Fax 5192586833

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

MOUSSEAU DELUCA MCPHERSON PRINCE 500-251 Goyeau Street 2010 03 04  
 Windsor  
 N9A 6V2  
 Tel 519-258-0615  
 Fax 5192586833

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

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

yyyy mm dd Page 2 of 2

**File Number**

ty To Client File Number : 24785

BUILDING AREA: 14,498 S.F.  
 BUILDING GROSS FLOOR AREA: FIRST FLOOR: 7,250 S.F.  
 SECOND FLOOR: 7,208 S.F.  
 TOTAL: 14,498 S.F.

1 BEDROOM A:	538 S.F.	633 S.F.
1 BEDROOM B:	538 S.F.	644 S.F.
1 BEDROOM C:	538 S.F.	665 S.F.
1 BEDROOM D:	538 S.F.	628 S.F.
1 BEDROOM E:	538 S.F.	659 S.F.
2 BEDROOM A:	700 S.F.	822 S.F.

SCHEDULE "B" TO BY-LAW 2010-15

1741059 Ontario Limited

President - Norbert Bolger

Secretary/Treasurer - Jason Laframboise

TOWN OF AMHERSTBURG

Mayor - Wayne Hurst

Clerk - Brenda Percy

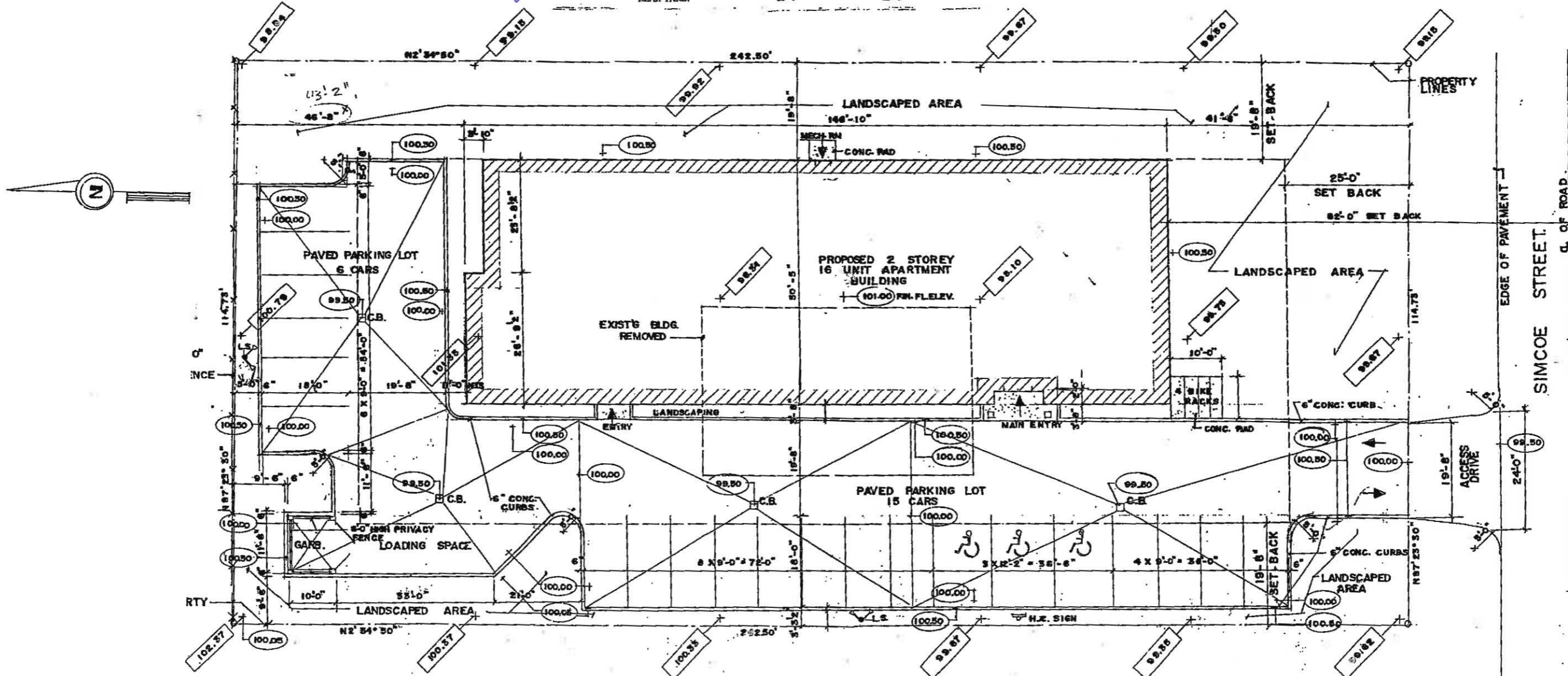
ALLOWABLE BUILDING LOT COVERAGE: 40%  
 PROPOSED BUILDING LOT COVERAGE: 26.2%  
 REQUIRED MINIMUM LANDSCAPED OPEN SPACE: 30% (8,346.9 S.F.)  
 PROPOSED LANDSCAPED OPEN SPACE: 38.7% (10,772 S.F.)  
 ALLOWABLE MAXIMUM HEIGHT: 40'-0"  
 PROPOSED BUILDING HEIGHT: 22'-8"  
 SETBACKS: REQUIRED PROPOSED  
 FRONT YARD: (From General Provisions From Centre Line Of Road): 25'-0" 82'-0" 82'-0"  
 SIDEYARDS: 19'-8" 19'-8"  
 REAR YARD: 25'-0" 25'-0"

SUITE SCHEDULE:

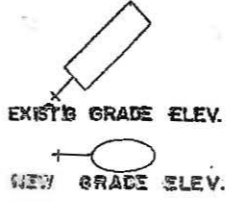
FLOOR NO:	NO. 1 BEDROOM	NO. 2 BEDROOM	TOTAL
FIRST	4	4	8
SECOND		4	4
TOTAL NO. OF UNITS:			16

ARCHITECT  
 INC.

WINDSOR ONTARIO



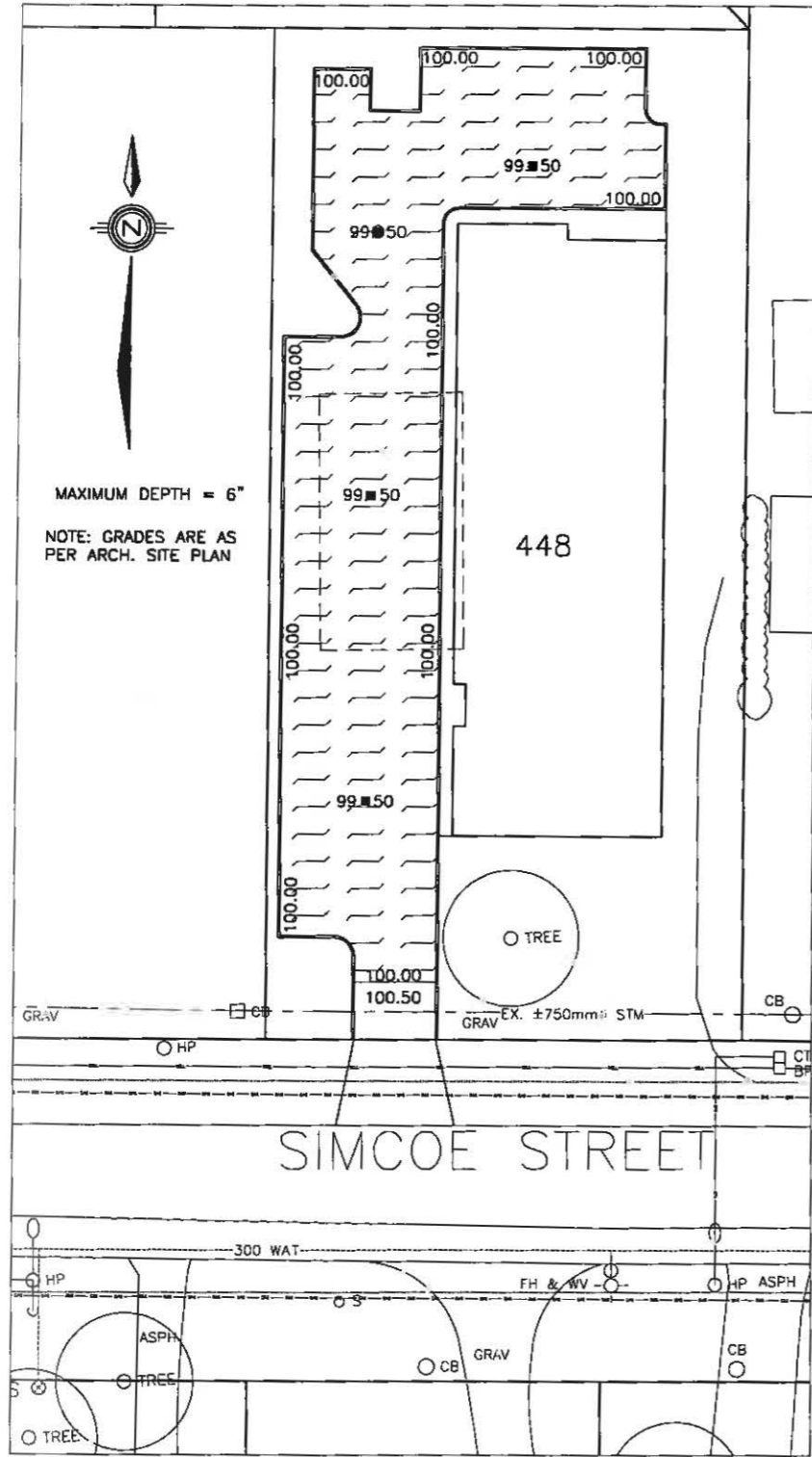
LEGEND



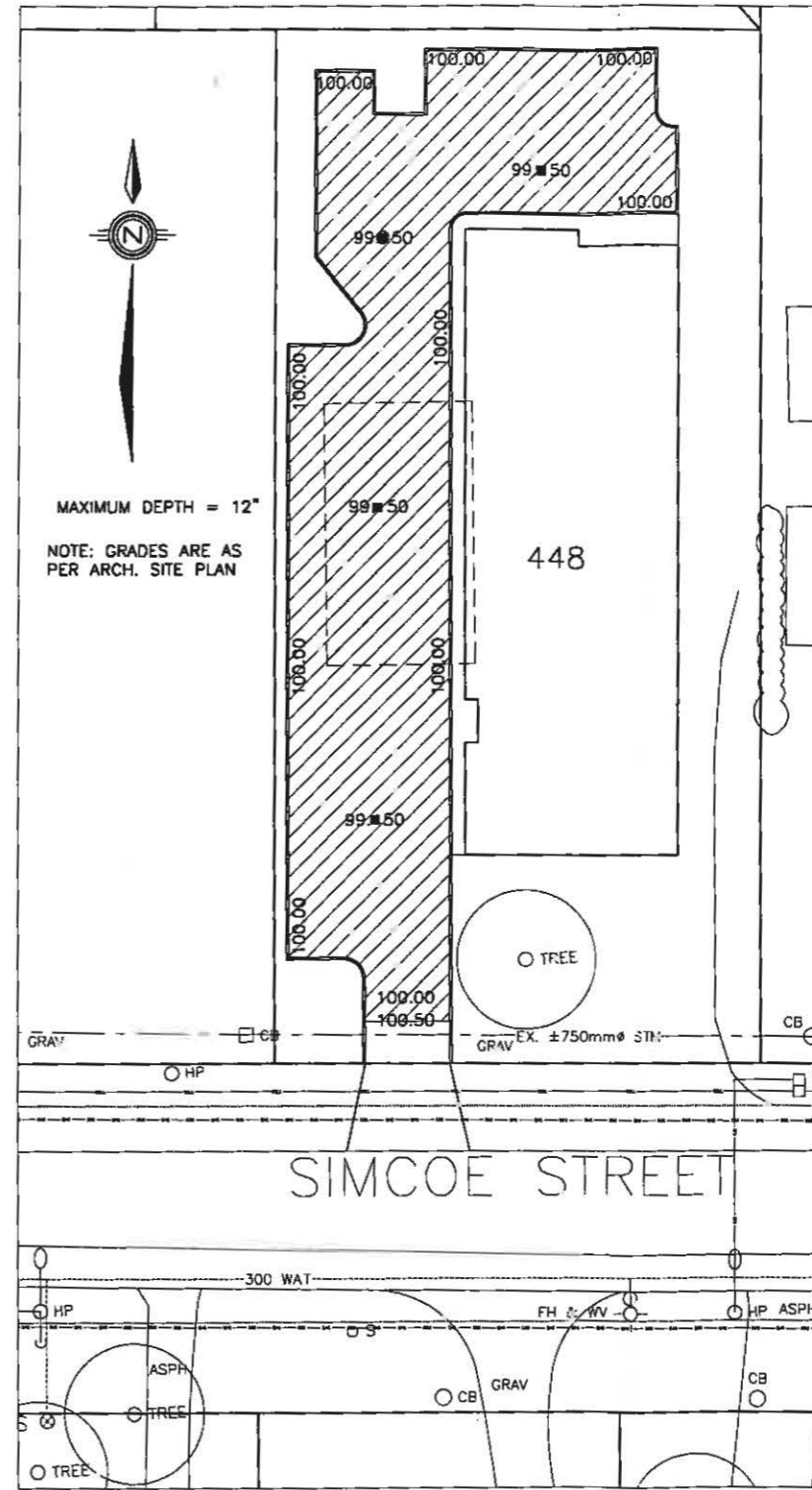
SITE PLAN SCALE 3/32" = 1'-0"

DATE	ISSUED FOR
PROJECT	PROPOSED 16 UNIT APARTMENT COMPLEX FOR NORBULT CONSTRUCTION
AMHERSTBURG ONT.	DWG. TITLE
SITE PLAN	
DATE	AUG 2009
SCALE	3/32" = 1'-0"
DRN. BY	JRT.
PROJECT NO.	2010-01
BWG. No.	A-1A





1:2 YEAR STORM



1:100 YEAR STORM

SCHEDULE "D" TO BY-LAW 2010-15

1741059 Ontario Limited

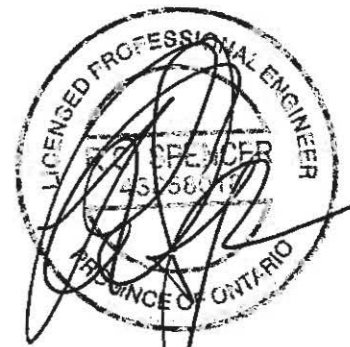
President- Norbert Bolger

Secretary/Treasurer- Jason Laframboise

TOWN OF AMHERSTBURG

Mayer- Wayne Hurst

Clerk- Brenda Percy



**RC SPENCER ASSOCIATES INC.**  
Consulting Engineers

1180 Steeles Drive West, Unit 100,  
Windsor, Ontario, N9A 5K6  
Phone: (519) 944-7000  
Fax: (519) 944-5046

Professional Engineers  
Ontario

1.						6.					
2.						7.					
3.						8.					
4.						9.					
5.						10.					
NO.	REVISION	DATE	BY	APP.	NO.	REVISION	DATE	BY	APP.		

DESIGN	A.M.C.
CHECKED	R.C.S.
DRAWN	A.M.C.
CHECKED	R.C.S.
DATE	SEP 2009
SCALE	N.T.S.

448 SIMCOE STREET SITE / NORBUILT

STORM WATER DETENTION

PROJECT NO.	09-35
SHEET NO.	1
OF	1

**STORM DETENTION CALCULATION (1:2 YEAR STORM)**

$$I = \frac{42.05}{(T + 7)^{.8192}}$$

T = Time in min.  
I = Intensity (in/hr)

Q = ACi  
Q = ft<sup>3</sup>/sec  
i = in/hr

Total Area = 0.638 acre

**Existing Conditions:**

area building = 0.049 acre ==> c = 0.95  
area gravel = 0.270 acre ==> c = 0.50  
area lawn = 0.319 acre ==> c = 0.20

$$AC_{TOTAL} = 0.049 \times 0.95 + 0.270 \times 0.5 + 0.319 \times 0.2 = 0.245$$

t<sub>c</sub> = 20 min. ==> i = 2.826 in/hr

$$Q_{EX} = 0.245 \times 2.826 = 0.693 \text{ ft}^3/\text{sec}$$

**Proposed Conditions:**

area building = 0.167 acre ==> c = 0.95  
area pavement = 0.227 acre ==> c = 0.90  
area lawn = 0.244 acre ==> c = 0.20

$$AC_{TOTAL} = 0.167 \times 0.95 + 0.227 \times 0.9 + 0.244 \times 0.2 = 0.412$$

t<sub>c</sub> = 20 min. ==> i = 2.826 in/hr

$$Q_{NEW} = 0.412 \times 2.826 = 1.164 \text{ ft}^3/\text{sec}$$

SCHEDULE "E" TO BY-LAW 2010-15

1741059 Ontario Limited

President - Norbert Bolger

Q<sub>NEW</sub> > Q<sub>EX</sub>

**Storm Detention Required**

Secretary/Treasurer - Jason Laframboise

TOWN OF AMHERSTBURG

Mayor - Wayne Hurst

Clerk - Brenda Percy

**STORM WATER DETENTION CALCULATIONS**

**(1:2 YEAR STORM)**

**PROJECT:** 448 Simcoe Street Site / Norbuilt  
**LOCATION:** Town of Amherstburg  
**DATE:** 3 September 2009  
**FILE:** 09-35

**EXISTING CONDITIONS**

**AREA (acre)** 0.638  
**COEFFICIENT** 0.38  
**INTENSITY** 2.826 in/hr

$$Q_{EX} = 0.638 \times 0.38 \times 2.826 = 0.693 \text{ ft}^3/\text{sec}$$

**PROPOSED CONDITIONS**

**AREA (acre)** 0.638  
**COEFFICIENT** 0.65  
**INTENSITY** 2.826 in/hr

$$Q_{NEW} = 0.638 \times 0.65 \times 2.826 = 1.164 \text{ ft}^3/\text{sec}$$

**DESIGN CRITERIA**

**STORM FREQUENCY:** 1:2 YEARS  
**TOTAL AREA:** 0.638 acre  
**RELEASE Q:** 0.562 ft<sup>3</sup>/sec (6" pipe @ 1.0%)  
**TIME (Tc):** 20 min.  
**PEAK Q:** 1.164 ft<sup>3</sup>/sec  
**CA:** 0.412

TIME (Tc) (min)	INTENSITY (in/hr)	PEAK Q (cfs)	VOLUME (cf)	RELEASE VOLUME (cf)	STORAGE (cf)
5	5.492	0.565	169.59	168.6995	1
10	4.128	0.850	509.96	337.399	173
15	3.342	1.032	928.95	506.0986	423
20	2.826	1.164	1396.39	674.7981	722
25	2.459	1.012	1518.70	843.4976	675
30	2.183	0.899	1618.08	1012.197	606
35	1.968	0.810	1701.58	1180.897	521
40	1.795	0.739	1773.49	1349.596	424
45	1.652	0.680	1836.60	1518.296	318
50	1.532	0.631	1892.82	1686.995	206
55	1.430	0.589	1943.51	1855.695	88
60	1.342	0.553	1989.67	2024.394	0

THEREFORE, MAXIMUM STORAGE REQUIRED IS **722 CUBIC FEET**

**STORM WATER DETENTION CALCULATIONS**

**(1:5 YEAR STORM)**

**PROJECT:** 448 Simcoe Street Site / Norbuilt  
**LOCATION:** Town of Amherstburg  
**DATE:** 3 September 2009  
**FILE:** 09-35

**EXISTING CONDITIONS**

**AREA (acre)** 0.638  
**COEFFICIENT** 0.38  
**INTENSITY** 3.125 in/hr

$$Q_{EX} = 0.638 \times 0.38 \times 3.125 = 0.767 \text{ ft}^3/\text{sec}$$

**PROPOSED CONDITIONS**

**AREA (acre)** 0.638  
**COEFFICIENT** 0.65  
**INTENSITY** 3.125 in/hr

$$Q_{NEW} = 0.638 \times 0.65 \times 3.125 = 1.287 \text{ ft}^3/\text{sec}$$

**DESIGN CRITERIA**

**STORM FREQUENCY:** 1:5 YEARS  
**TOTAL AREA:** 0.638 acre  
**RELEASE Q:** 0.562 ft<sup>3</sup>/sec  
**TIME (Tc):** 20 min.  
**PEAK Q:** 1.287 ft<sup>3</sup>/sec  
**CA:** 0.412

TIME (Tc) (min)	INTENSITY (in/hr)	PEAK Q (cfs)	VOLUME (cf)	RELEASE VOLUME (cf)	STORAGE (cf)
5	5.000	0.515	154.41	168.6995	0
10	4.167	0.858	514.69	337.399	177
15	3.571	1.103	992.61	506.0986	487
20	3.125	1.287	1544.06	674.7981	869
25	2.778	1.144	1715.63	843.4976	872
30	2.500	1.029	1852.88	1012.197	841
35	2.273	0.936	1965.17	1180.897	784
40	2.083	0.858	2058.75	1349.596	709
45	1.923	0.792	2137.93	1518.296	620
50	1.786	0.735	2205.80	1686.995	519
55	1.667	0.686	2264.63	1855.695	409
60	1.563	0.643	2316.09	2024.394	292

THEREFORE, MAXIMUM STORAGE REQUIRED IS **872 CUBIC FEET**



**STORM WATER DETENTION CALCULATIONS**

**(1:100 YEAR STORM)**

**PROJECT:** 448 Simcoe Street Site / Norbuilt  
**LOCATION:** Town of Amherstburg  
**DATE:** 3 September 2009  
**FILE:** 09-35

**EXISTING CONDITIONS**

**AREA (acre)** 0.638  
**COEFFICIENT** 0.38  
**INTENSITY** 5.568 in/hr

$$Q_{EX} = 0.638 \times 0.38 \times 5.568 = 1.366 \text{ ft}^3/\text{sec}$$

**PROPOSED CONDITIONS**

**AREA (acre)** 0.638  
**COEFFICIENT** 0.65  
**INTENSITY** 5.568 in/hr

$$Q_{NEW} = 0.638 \times 0.65 \times 5.568 = 2.293 \text{ ft}^3/\text{sec}$$

**DESIGN CRITERIA**

**STORM FREQUENCY:** 1:100 YEARS  
**TOTAL AREA:** 0.638 acre  
**RELEASE Q:** 0.562 ft<sup>3</sup>/sec  
**TIME (Tc):** 20 min.  
**PEAK Q:** 2.293 ft<sup>3</sup>/sec  
**CA:** 0.412

TIME (Tc) (min)	INTENSITY (in/hr)	PEAK Q (cfs)	VOLUME (cf)	RELEASE VOLUME (cf)	STORAGE (cf)
5	10.026	1.032	309.63	168.6995	141
10	7.873	1.621	972.48	337.399	635
15	6.511	2.011	1809.62	506.0986	1304
20	5.568	2.293	2751.32	674.7981	2077
25	4.875	2.007	3010.97	843.4976	2167
30	4.343	1.788	3218.58	1012.197	2206
35	3.920	1.614	3389.80	1180.897	2209
40	3.577	1.473	3534.42	1349.596	2185
45	3.291	1.355	3658.93	1518.296	2141
50	3.050	1.256	3767.77	1686.995	2081
55	2.844	1.171	3864.15	1855.695	2008
60	2.665	1.097	3950.41	2024.394	1926

THEREFORE, MAXIMUM STORAGE REQUIRED IS **2209 CUBIC FEET**

448 SIMCOE STREET SITE / NORBUILT

3 September 2009

09-35

## STORAGE VOLUME CALCULATIONS ON PARKING LOT AREA

Storage in sewers

catchbasins (3 CB's 2'x2' 4'deep)

$$3 \times 2' \times 2' \times 4' = 48 \quad \text{c.f.}$$

Manholes (1 MH's 4' dia. 6' deep average)

$$1 \times 3.14 \times 2' \times 2' \times 6' = 75.4 \quad \text{c.f.}$$

Pipes

EX-CBMH (6" dia. L=185.4')

$$3.14 \times 0.25' \times 0.25' \times 185.4' = 36 \quad \text{c.f.}$$

CBMH-CB (4" dia. L=39.4')

$$3.14 \times 0.167' \times 0.167' \times 39.4' = 3 \quad \text{c.f.}$$

subtotal in sewers 163 c.f.

Storage provided on surface

2-year event 1549 c.f. *\*based on maximum 6" depth*

100-year event 3098 c.f. *\*based on maximum 1' depth*

**Storage required for 2-year event** **722** **c.f.**  
**Total Provided** **1712** **c.f. OK!**

**Storage required for 5-year event** **872** **c.f.**  
**Total Provided** **1712** **c.f. OK!**

**Storage required for 100-year event** **2209** **c.f.**  
**Total Provided** **3261** **c.f. OK!**

448 SIMCOE STREET SITE / NORBUILT

09-35

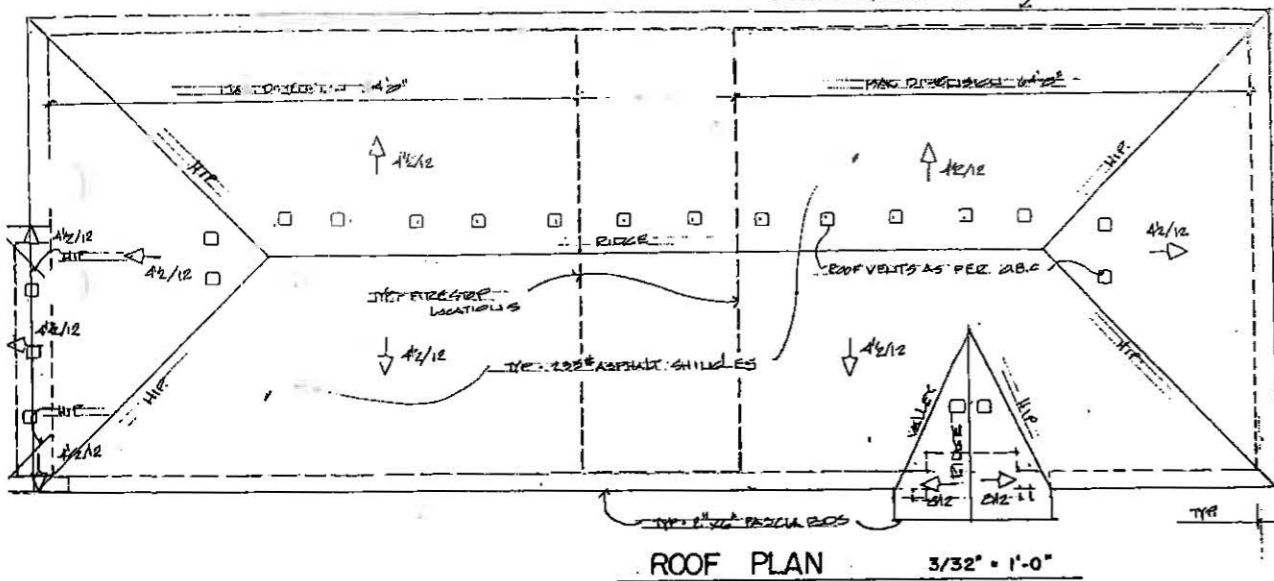
3 September 2009

RESTRICTION CALCULATIONS

Storm Drainage Piping Using 6"Ø @ 1.0%

D = 6 "  
Qmax = 0.693 ft<sup>3</sup>/s  
A = 0.196  
Rh = 0.125  
So = 0.01  
 $V = kR_h^{2/3}S_o^{1/2}/n$   
V = 2.87 ft/s  
Q = VA  
Q = 0.562 ft<sup>3</sup>/s



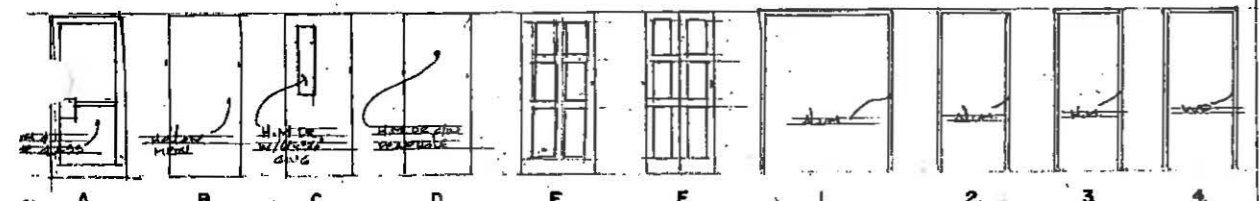


DOOR SCHEDULE

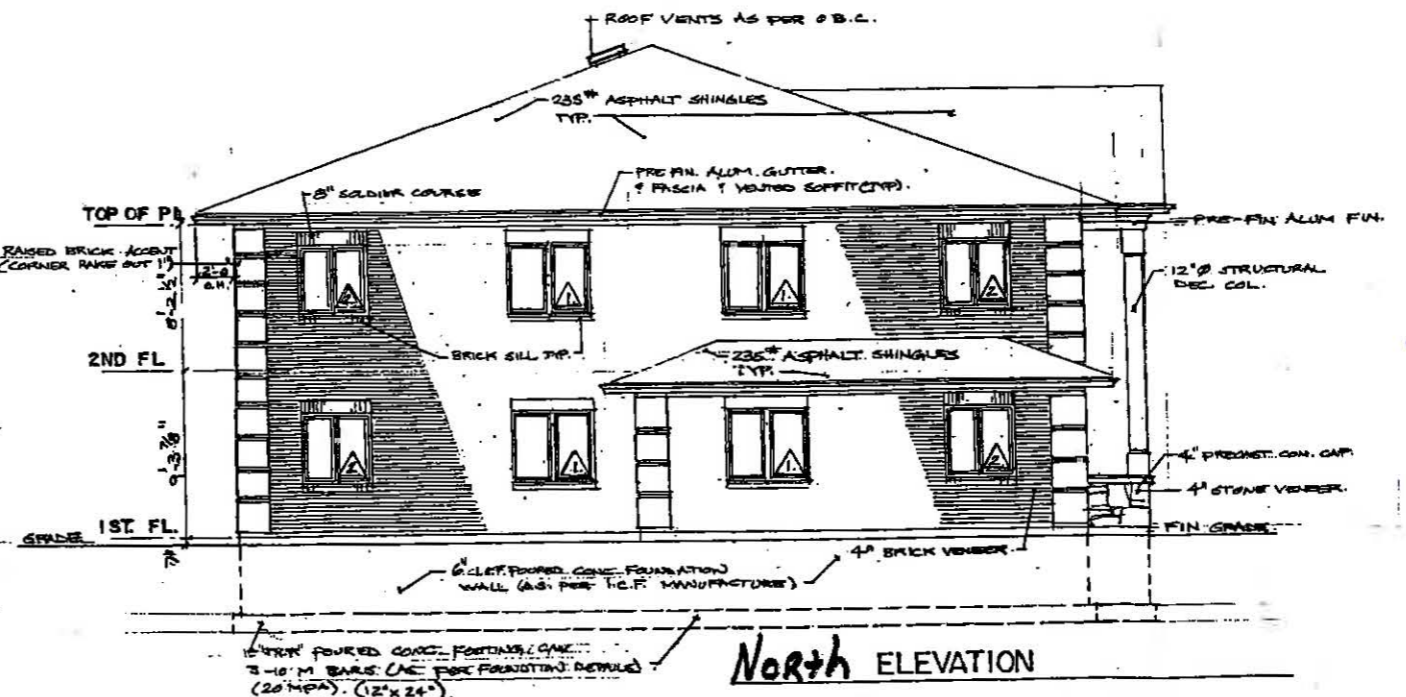
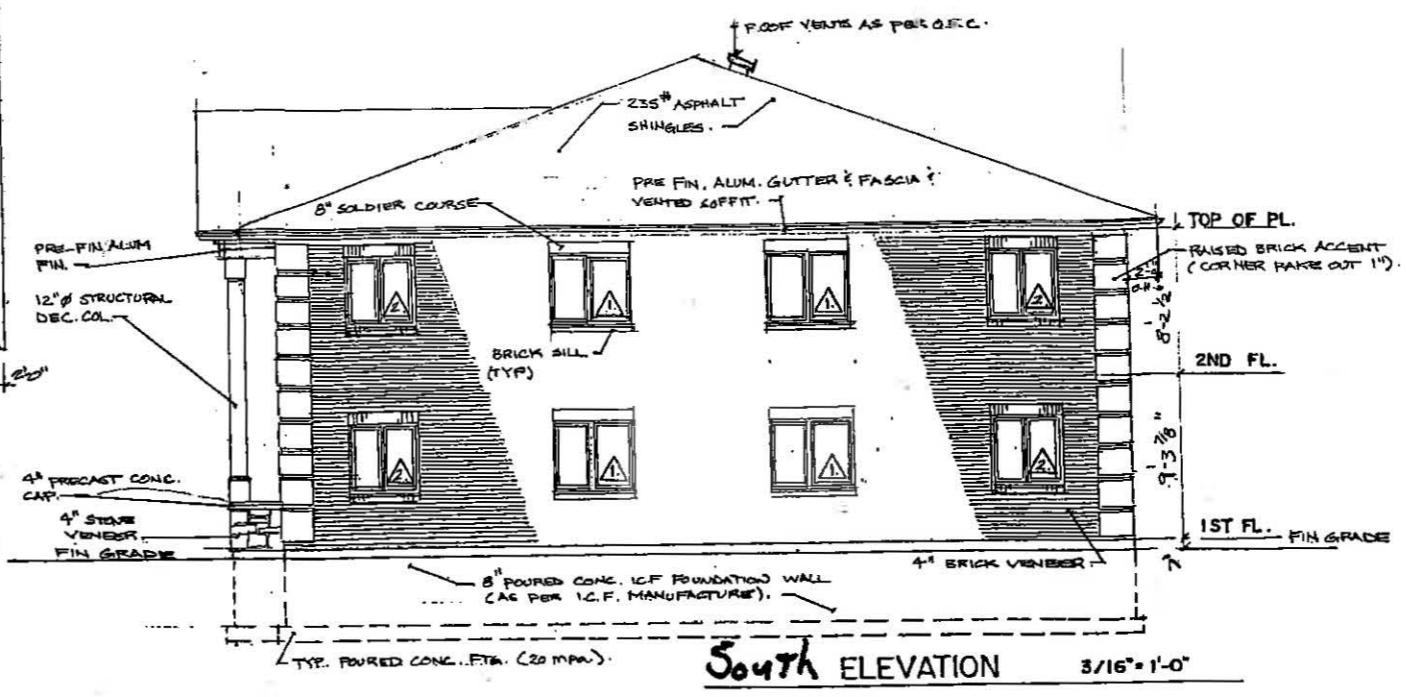
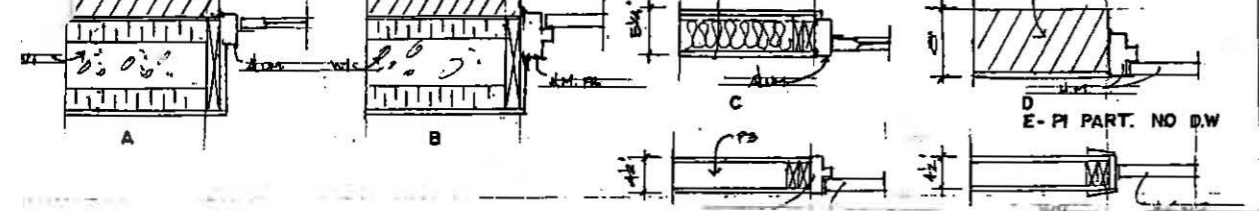
DOORS				FRAMES				DOOR & FRAME LABEL		REMARKS
NO.	SIZE	ELEV.	MAT.	FIN.	GLASS	MAT.	FIN.	ELEV.	TYPE	
1	2'-0\" x 2'-0\" x 7'-0\"	A	ALUM.	ALUM.	TEMP.	ALUM.	ALUM.	1	A	HARDWARE = 1, 2, 3, 4, 5, 6, 7, 8
2	1'-6\" x 2'-0\" x 7'-0\"	A	ALUM.	ALUM.	TEMP.	ALUM.	ALUM.	2	A	HARDWARE = 1, 3, 4, 5, 6, 7, 8
3	1'-6\" x 2'-0\" x 7'-0\"	B	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HOLD. DET. PC. HARDWARE 1, 3, 4, 15, 7
4	1'-6\" x 2'-0\" x 7'-0\"	A	ALUM.	ALUM.	TEMP.	ALUM.	ALUM.	2	C	HARDWARE = 1, 3, 4, 15, 18
5	1'-6\" x 2'-0\" x 6'-0\"	B	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 9, 15
6	1'-6\" x 2'-0\" x 6'-0\"	C	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 9, 15
7	1'-6\" x 2'-0\" x 6'-0\"	B	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 15
8	1'-6\" x 2'-0\" x 6'-0\"	B	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 15, 18
9	1'-6\" x 2'-0\" x 6'-0\"	B	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 9, 15
10	1'-6\" x 2'-0\" x 6'-0\"	D	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 9, 15, 18
11	1'-6\" x 2'-0\" x 6'-0\"	C	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 9, 15
12	1'-6\" x 2'-0\" x 6'-0\"	B	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 9, 15
13	1'-6\" x 2'-0\" x 6'-0\"	E	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 10
14	1'-6\" x 2'-0\" x 6'-0\"	F	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7
15	1'-6\" x 2'-0\" x 6'-0\"	E	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 12, 16
16	1'-6\" x 2'-0\" x 6'-0\"	E	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 7, 16
17	1'-6\" x 2'-0\" x 6'-0\"	E	H.M.	PT.	TEMP.	H.M.	PT.	3	D	HARDWARE = 1, 9, 15

DOOR ELEVATIONS

DOOR FRAME ELEVATIONS



DOOR FRAME TYPES



HARDWARE SCHEDULE

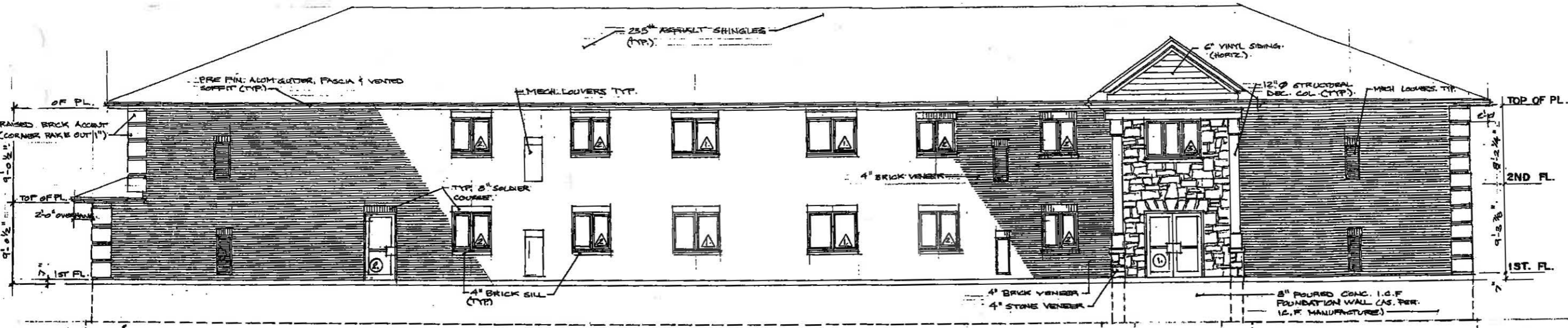
NO.	DESCRIPTION	NO.	DESCRIPTION
1	1/2\"/>		

SCHEDULE "F" TO BY-LAW 2010-15  
1741059 Ontario Limited  
President - Norbert Bolger  
Secretary/Treasurer - Jason Laframboise  
TOWN OF AMHERSTBURG  
Mayor - Wayne Hurst  
Clerk - Brenda Percy

DATE	ISSUED FOR
AUG 2009	PROJECT PROPOSED 16 UNIT APARTMENT COMPLEX FOR NORBUILT CONSTRUCTION
AMHERSTBURG ONT	
DWG. TITLE	
ELEVATIONS, ROOF PLAN, DOOR SCHEDULE	
DATE AUG 2009	
SCALE 3/16\"/>	

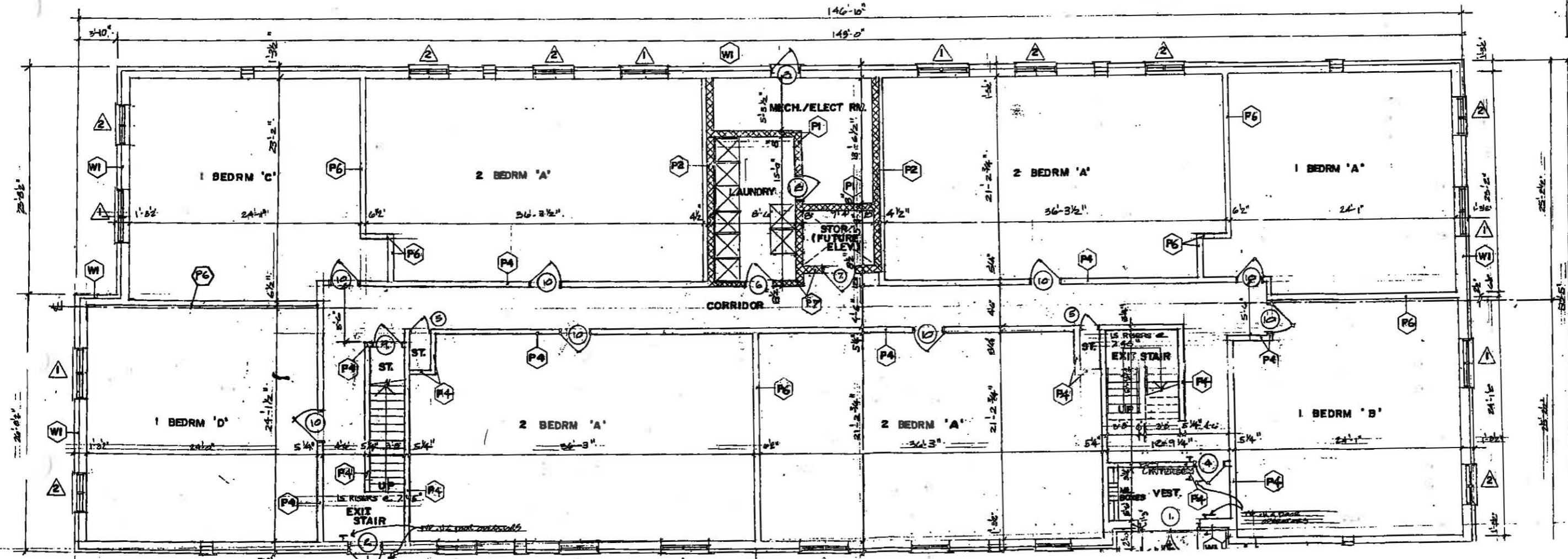


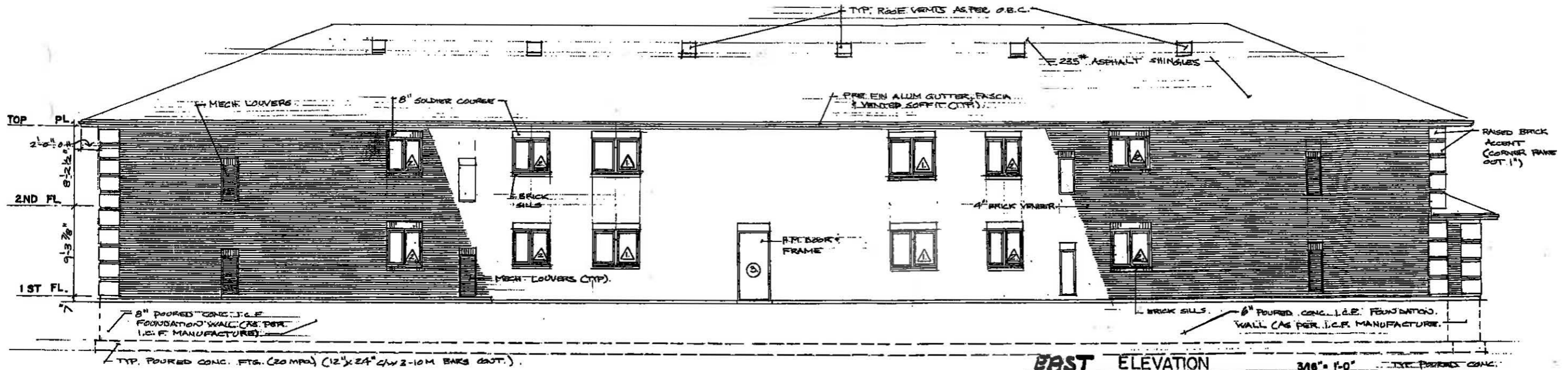
DATE	ISSUED FOR
PROJECT	PROPOSED 16 UNIT APARTMENT COMPLEX FOR NORBULT CONSTRUCTION
AMERSTURB	ONT.
DWG. TITLE	FIRST FLOOR PLAN SOUTH ELEVATION
DATE	AUG 2009
SCALE	A.S.
DRN. BY	J.P.T.
PROJECT NO.	2010-01
DWG. No.	A-2



WEST ELEVATION 3/16" = 1'-0"

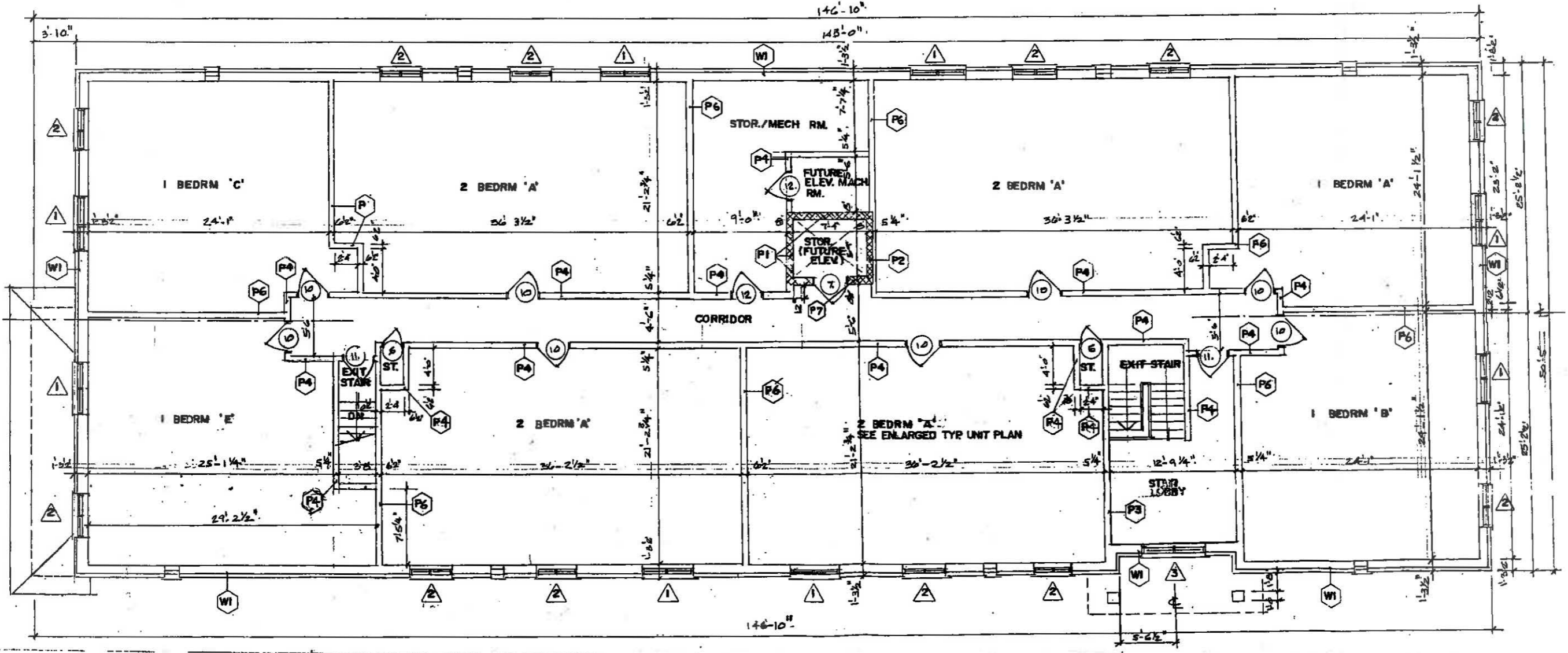
FIRST FLOOR PLAN SCALE 3/16" = 1'-0"  
7290 S.F.



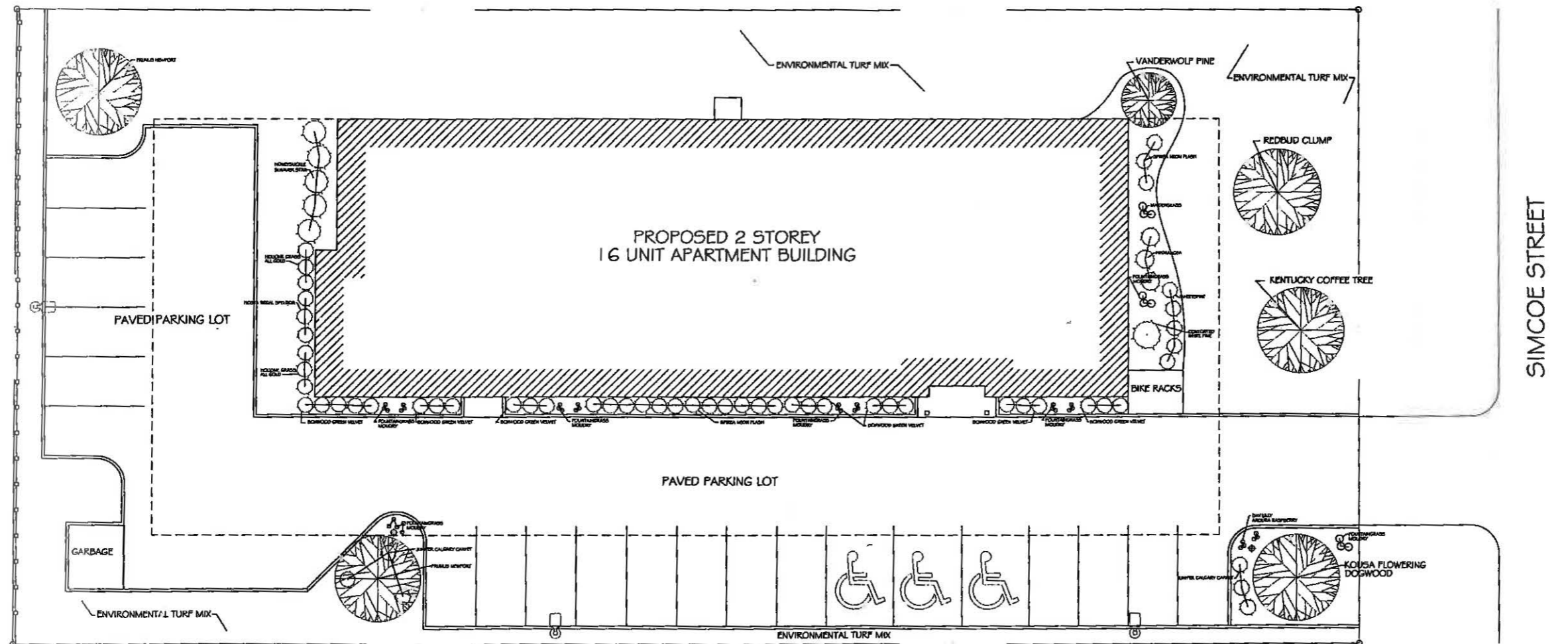


**EAST ELEVATION** 348' x 1'-0" TYP. POURED CONC. FIG. (22.18A)

**SECOND FLOOR PLAN** SCALE 3/16" = 1'-0" 7208 S.F.



DATE	ISSUED FOR
08/10/09	PROJECT
PROPOSED 16 UNIT APARTMENT COMPLEX FOR NORBUILT CONSTRUCTION	
AMHERSTBURG, ONT.	ONT.
DWG. TITLE	
SECOND FLOOR PLAN NORTH ELEVATION	
DATE	AUG 2009
SCALE	A.S.
DRN. BY	J.P.T.
PROJECT No.	2010-07
PLNG No.	



**LANDSCAPE PLAN**

SCALE: 1" = 3/32" = 1'-0"

SCHEDULE "G" TO BY-LAW 2010-15

1741059 Ontario Limited

President - Norbert Bolger

Secretary/Treasurer - Jason Laframboise

TOWN OF AMHERSTBURG

Mayor - Wayne Hurst

Clerk - Brenda Percy

DATE	ISSUED FOR
	PROJECT
	PROPOSED 2 STOREY 16 UNIT APARTMENT BUILDING
	AMHERSTBURG ONTARIO
	DWG. TITLE
	LANDSCAPE PLAN

DATE: 03/09/09
SCALE: 1" = 3/32" = 1'-0"
DRN. BY R.J.A.
PROJECT NO. 20010-01
DWG NO. A-4

SIMCOE STREET

Wheatley Woods  
 Native Plant Nursery and Garden Centre  
 2448 Essex Road 14  
 519-825-4217

August 31 2009

NOR-BUILT Construction  
 448 Simcoe Street  
 Amherstburg, ON

<b>Species</b>	<b>Amount</b>	<b>Size</b>
Contorted White Pine	1	150cm bb
Seetspire 'Henry's Garnet'	5	2G
Fountaingrass 'Moudry'	33	1G
Hydrangea 'Hamburg'	3	2G
Maidengrass 'Nippon'	3	1G
Spirea 'Neon Flash'	15	2G
Vanderwolf's Pine	1	150cm bb
Prunus 'Newport'	2	2G
Bush honeysuckle 'Summer Star'	5	2G
Hakonegrass 'All Gold'	6	1G
Hosta 'Regal Splendor'	3	1G
Boxwood 'Green Velvet'	20	1G
Juniper 'Calgary Carpet'	6	3G
Kousa Dogwood Clump	1	200cmwb
Daylily 'Aurora Raspberry'	6	1G
Kentucky Coffee Tree	1	45mmwb
Redbud Clump	1	35mm