

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2012-109

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

WHEREAS Decade Amherstburg Inc. have proposed the development of property at 322 Sandwich Street South for purposes of a commercial 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 Development Agreement in the form annexed hereto;

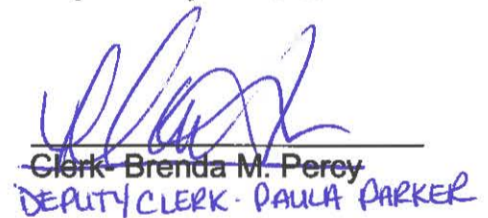
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

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

Read a first, second and third time and finally passed this 26th day of November, 2012.



Mayor- Wayne Hurst



Clerk- Brenda M. Percy
DEPUTY CLERK - PAULA PARKER

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

Properties

PIN 70555 - 0002 LT
Description LT 41-42 PL 4 AMHERSTBURG; AMHERSTBURG
Address 322 SANDWICH STREET SOUTH
AMHERSTBURG

PIN 70555 - 0009 LT
Description LT 13 PL 4 AMHERSTBURG; AMHERSTBURG
Address 322 SANDWICH STREET, SOUTH
AMHERSTBURG

PIN 70555 - 0010 LT
Description LT 12 PL 4 AMHERSTBURG; AMHERSTBURG
Address 322 SANDWICH STREET, SOUTH
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

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, THE CORPORATION OF THE TOWN OF AMHERSTBURG.

Party To(s)

Capacity

Share

Name DECADE AMHERSTBURG INC. Registered Owner
Address for Service 233 Hyman St.
London, Ontario
N6A 1N6

This document is being authorized by a municipal corporation LORY BRATT, AMCT, Planning Coordinator.

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

Thomas Robert Porter 500-251 Goyeau Street acting for Signed 2012 12 10
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).

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

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE

500-251 Goyeau Street
Windsor
N9A 6V2

2012 12 10

Tel 519-258-0615

Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Applicant Client File Number : 64374

Party To Client File Number : 64374

TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

BETWEEN: DECADE AMHERSTBURG INC.

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

Registered December 10, 2012.

THIS AGREEMENT made in triplicate this 26th day of November, 2012.

BETWEEN:

DECADE AMHERSTBURG INC.
hereinafter called the "OWNER"

OF THE FIRST PART;

-and-

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**
hereinafter called the "CORPORATION"

OF THE SECOND PART;

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

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

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

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

AND WHEREAS the Owner intends to develop the said lands for a commercial development 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"	-	Overall Site Plan (Drawing SPC-01)
SCHEDULE "B-1"	-	Retaining Walls and Privacy Fence Details (Drawing SPC-02)
SCHEDULE "B-2"	-	Site Plan Details (Drawing SPC-03)

SCHEDULE "C"	-	Site Services Plan and Site Paving Plan (Drawing- C1.0)
SCHEDULE "D"	-	Elevations (Drawings SPC-1 and SPC-2)
SCHEDULE "E"	-	Stormwater Management Calculations
SCHEDULE "F"	-	Landscaping Plan (Drawing LA-1)

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;

Schedule "B-1" hereto shows:

 - (a) Retaining Walls and Privacy Fence Details

Schedule "B-2" hereto shows:

 - (a) Site Plan Details
4. Schedule "C" hereto shows:
 - (a) Site Services Plan and Site Paving Plan
5. Schedule "D" hereto shows:
 - (a) Elevation Drawings for the Structure
6. Schedule "E" hereto shows:
 - (a) Stormwater Calculations
7. Schedule "F" hereto shows:
 - (a) Landscaping Plan and list of Plant Materials
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 Lines Corporation, 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 the Essex Region Conservation Authority.
10. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "D" hereto.
11. All parking and loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like 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 Schedules "C" 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.
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 in accordance with the standards set out in the Town's Development Manual, 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 Schedules "F". 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 like 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 by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notices 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 if 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 shall provide an easement to the Corporation for purposes of a Sight Triangle. The extent of the sight triangle shall be 6 m x 6 m being the distance between the point of intersection of the two lot lines and their respective points of intersection with the line constituting the third side of the triangle. The purpose of the sight triangle is to provide clear unobstructed vision of persons driving vehicles on an abutting street. The transfer of easement is to be completed at the Owners expense to the satisfaction of the Corporation.
32. The Owner shall ensure that the sidewalks be poured separately from the driveway approach onto Sandwich Street South and Simcoe with 150 mm of concrete on 150 mm of compacted granular 'A' and the existing curbs and gutters to be removed and poured to accommodate the entrances in accordance with and as approved by the Director of Engineering and Infrastructure
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 446 of the Municipal Act shall apply.
34. 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 the site plan agreement in addition to financial security in the amount of 100% for all off-site works is required as part of this development. The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration and approval by the Town's Director of Engineering and Infrastructure. Once the Town has inspected and approved the construction of the on-site and off-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 on-site and off-site improvements.

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 lands

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: DECADE AMHERSTBURG INC.




Jeffrey Willick, Vice President

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor – Wayne Hurst



Clerk – Brenda M. Percy
DEPUTY CLERK - PAULA PARKER

Authorized and approved by By-law
No. 2012-109 enacted the 26th day of
November, 2012.

SCHEDULE "A"

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

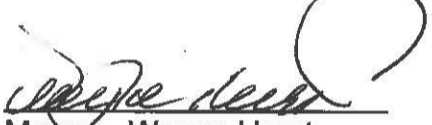
Lots 12, 13, 41 and 42
Registered Plan 4
in the Town of Amherstburg
County of Essex
and Province of Ontario

OWNER: DECADE AMHERSTBURG INC.

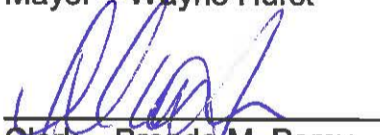


Jeffrey Willick, Vice President

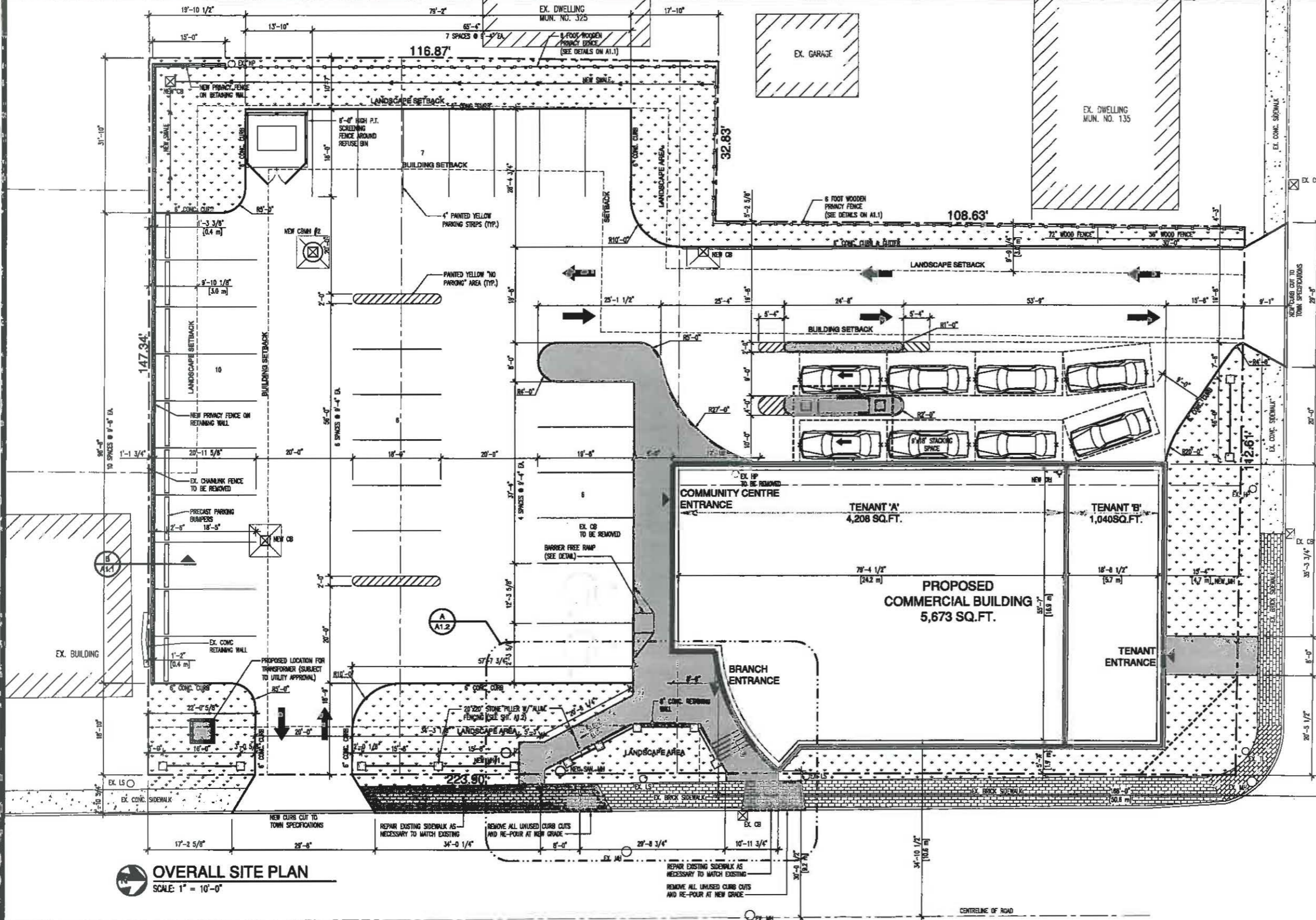
**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayer - Wayne Hurst



Clerk - Brenda M. Percy
DEPUTY CLERK - PAULA PARKER



NEW COMMERCIAL BUILDING

SITE ZONING:	CG
LOT AREA:	29,300 ft ² (2,722 m ²)
PROPOSED COMMERCIAL BUILDING AREA:	5,673 ft ² (527 m ²)
PROPOSED BUILDING FOOTPRINT:	5,673 ft ² (527 m ²)
LOT COVERAGE (BUILDING):	5,673 ft ² (19.36%)
LOT FRONTAGE PROVIDED:	112.61' (34.32m)
PARKING REQUIRED:	16 SPACES
PARKING PROVIDED:	28 SPACES INCL. 2 B.F.
LANDSCAPING AREA PROVIDED:	5,847 ft ² (19,27m ²)
PRECAST PARKING BUMPERS:	10 COUNT

BUILDING CLASSIFICATION
 GROUP D, UP TO 2 STOREYS
 (O.B.C. 3.2.2.55) BUILDING NON-SPRINKLERED

SCHEDULE "B" TO BY-LAW 2012-109
DECADE AMHERSTBURG INC.
Jeffrey Willock
 JEFFREY WILLOCK, VICE PRESIDENT
TOWN OF AMHERSTBURG
Wayne Hurst
 MAYOR WAYNE HURST
Brenda M. Percy
 CLERK BRENDA M. PERCY
Paula Parker
 DEPUTY CLERK PAULA PARKER

SIMCOE STREET

SANDWICH STREET SOUTH



DRAWING TITLE:
 OVERALL SITE PLAN

PROJECT/CLIENT:
 NEW COMMERCIAL BUILDING
 SIMCOE STREET & SANDWICH ST. SOUTH
 AMHERSTBURG, ON.

DATE ISSUED FOR:	DATE ISSUED FOR:
02.08.12 CONCEPT	
10.03.12 SITE PLAN CONTROL	

PROJECT No.: 2011056

SCALE: 1" = 10'-0"

DRAWN BY: DJ

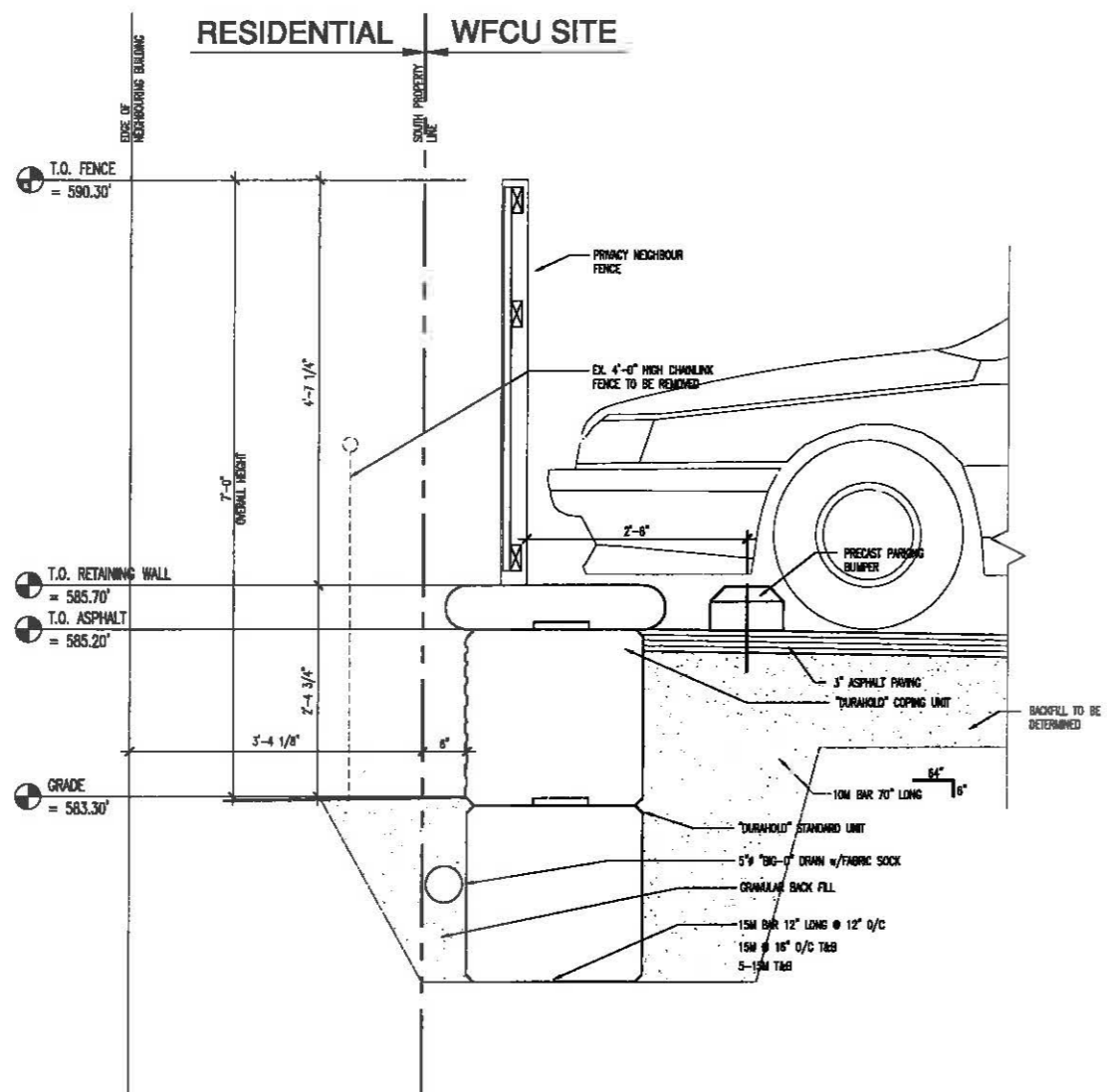
CHECKED BY: DJ

GENERAL NOTES:
 ALL DIMENSIONS TO BE CALCULATED AND VERIFIED ON THE JOB SITE. ANY AND ALL DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT OR ENGINEER. ALL DRAWINGS REMAIN THE PROPERTY OF ROSATI GROUP INC.

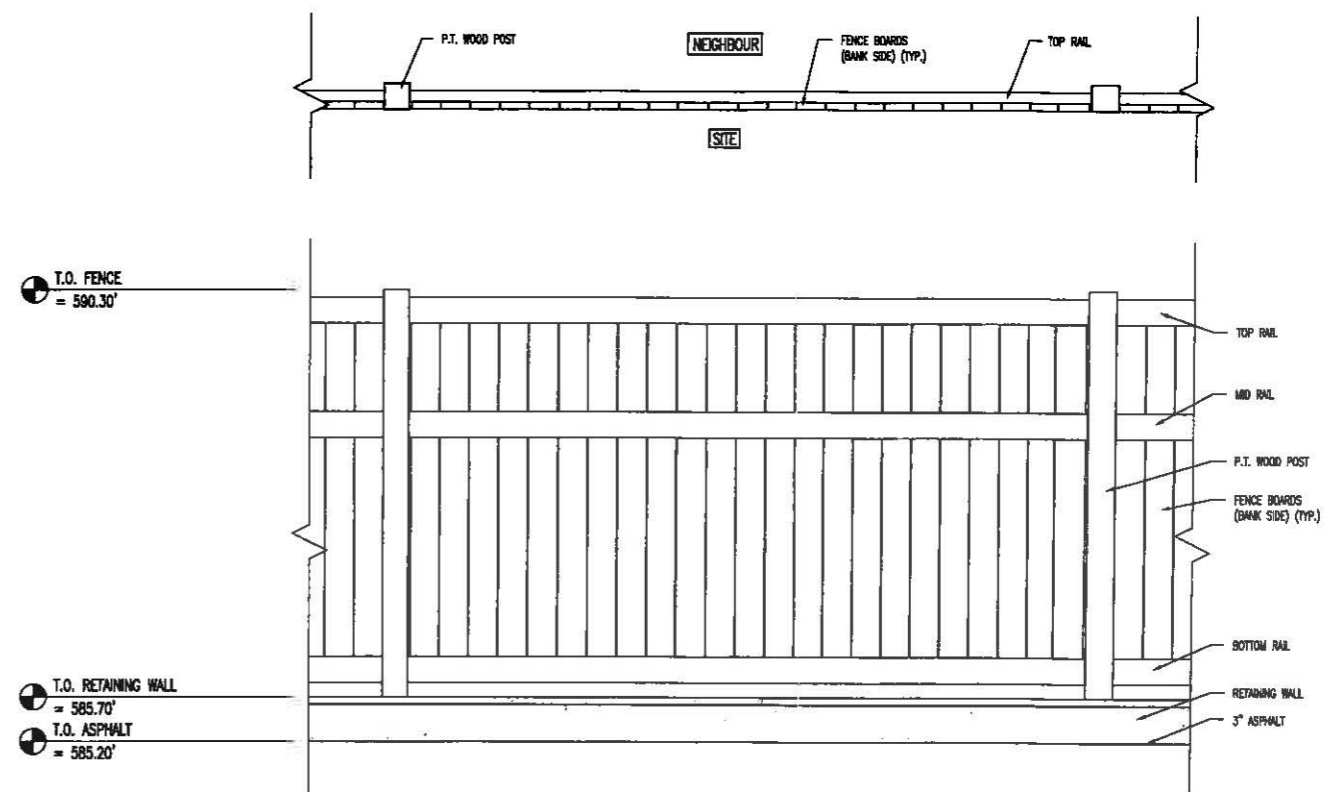
DO NOT SCALE DRAWINGS

STAMP:	STAMP:	NOTES:

DRAWING No.:
SPC
01



B RETAINING WALL DETAIL
SCALE: 1" = 1'-0"



PRIVACY FENCE ELEVATION
SCALE: 1" = 1'-0"

SCHEDULE "B-1" TO BY-LAW 2012-109

DECADE AMHERSTBURG INC.

Jeffrey Willick
JEFFREY WILLICK, VICE PRESIDENT

TOWN OF AMHERSTBURG

Walter Hurst
MAYOR WALTER HURST

Brenda M. Percy
CLERK - BRENDA M. PERCY
DEPUTY CLERK - PAULA PARKER

DRAWING No.:
**SPC
02**



DRAWING TITLE:
RETAINING WALLS AND PRIVACY FENCE DETAILS

PROJECT/CLIENT:
NEW COMMERCIAL BUILDING
SIMCOE STREET & SANDWICH ST. SOUTH
AMHERSTBURG, ON.

DATE	ISSUED FOR:	DATE	ISSUED FOR:
02.08.12	CONCEPT		
10.03.12	SITE PLAN CONTROL		

PROJECT No.: 2011056

SCALE: AS SHOWN

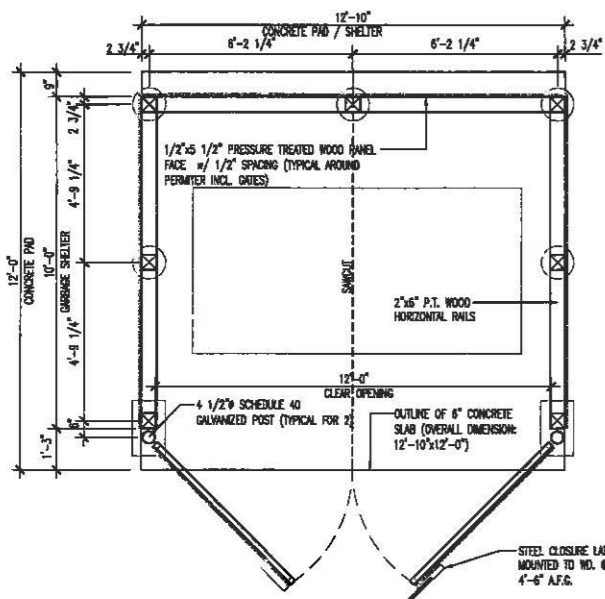
DRAWN BY: MH

CHECKED BY: DL

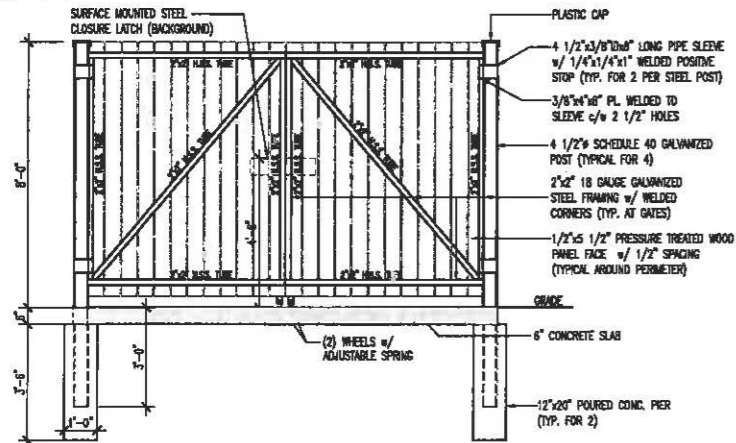
GENERAL NOTES:
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DO NOT SCALE DRAWINGS

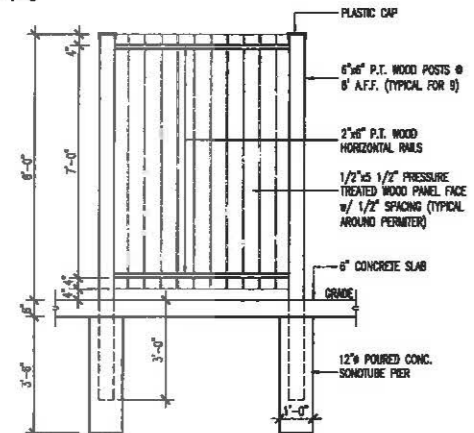
STAMP:



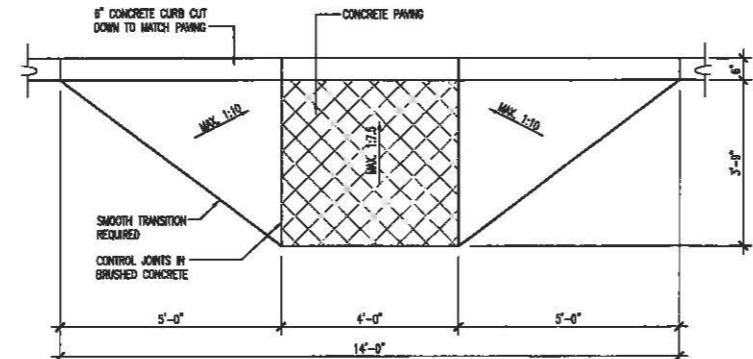
REFUSE BIN PLAN
SCALE: 3/8" = 1'-0"



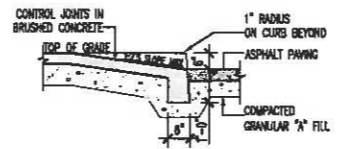
REFUSE BIN FRONT ELEV.
SCALE: 3/8" = 1'-0"



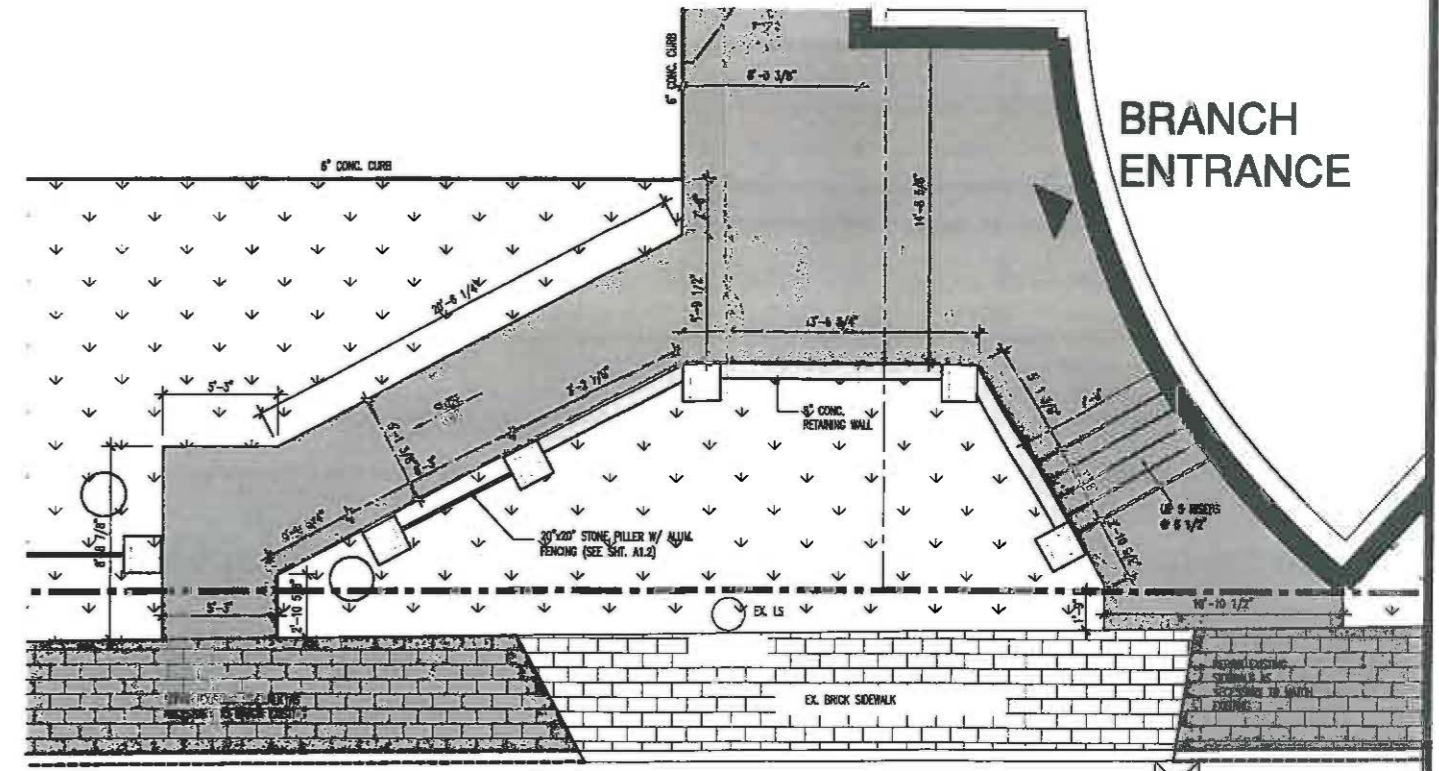
REFUSE BIN SIDE ELEV.
SCALE: 3/8" = 1'-0"



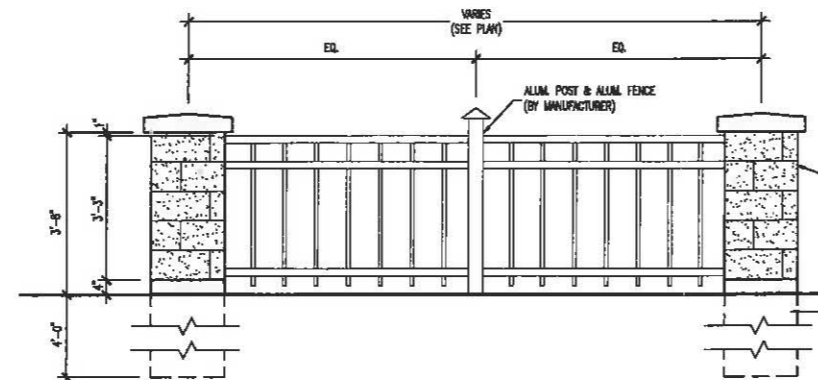
BARRIER FREE RAMP
SCALE: 1/2" = 1'-0"



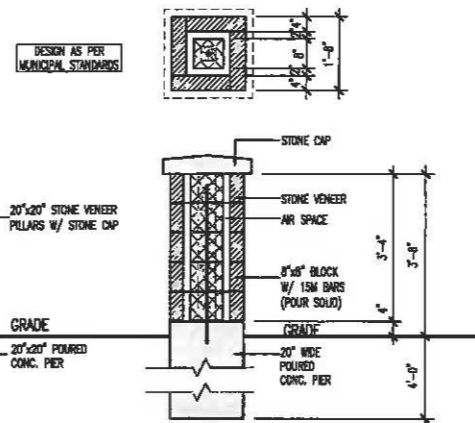
TYP. RAMP SECTION
SCALE: 3/8" = 1'-0"



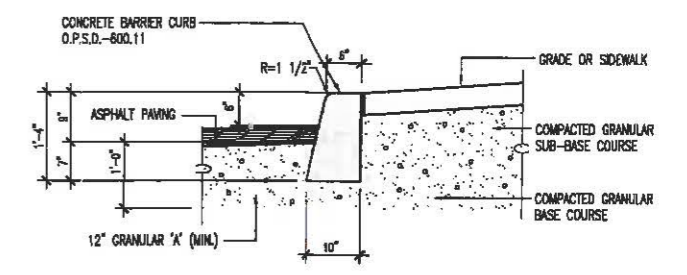
ENLARGED PLAN
SCALE: 3/16" = 1'-0"



ALUM. FENCE ELEVATION
SCALE: 1/2" = 1'-0"



ALUM. FENCE PLAN / SECTION
SCALE: 1/2" = 1'-0"



TYP. CURB SECTION
SCALE: 3/4" = 1'-0"

NOTES:
1. JOINTS IN CURB AND GUTTER TO CONSIST OF 1/2" THICK JOINT FILLER MATERIAL CONFORMING TO M.T.C. SPECIFICATIONS 1308. MACHINE CUT TO REQUIRED CROSS SECTION.
2. MAXIMUM SPACING OF JOINTS 10'-0" ON CIRCULAR JOINTS 16'-0" ON STRAIGHT RUNS.

SCHEDULE "B-2" TO BY-LAW 2012-109

DECADE AMHERSTBURG INC.

JEFFREY WILKICK, VICE PRESIDENT

TOWN OF AMHERSTBURG

MAYOR WAYNE HURST

CLERK BRENDA M. PERCY

DEPUTY CLERK PAULA PARKER



DRAWING TITLE:
SITE PLAN DETAILS

PROJECT/CLIENT:
NEW COMMERCIAL BUILDING
SIMCOE STREET & SANDWICH ST. SOUTH
AMHERSTBURG, ON.

DATE	ISSUED FOR:	DATE	ISSUED FOR:
02.08.12	CONCEPT		
10.03.12	SITE PLAN CONTROL		

PROJECT No.: 2011.066

SCALE: AS SHOWN

DRAWN BY: DJ

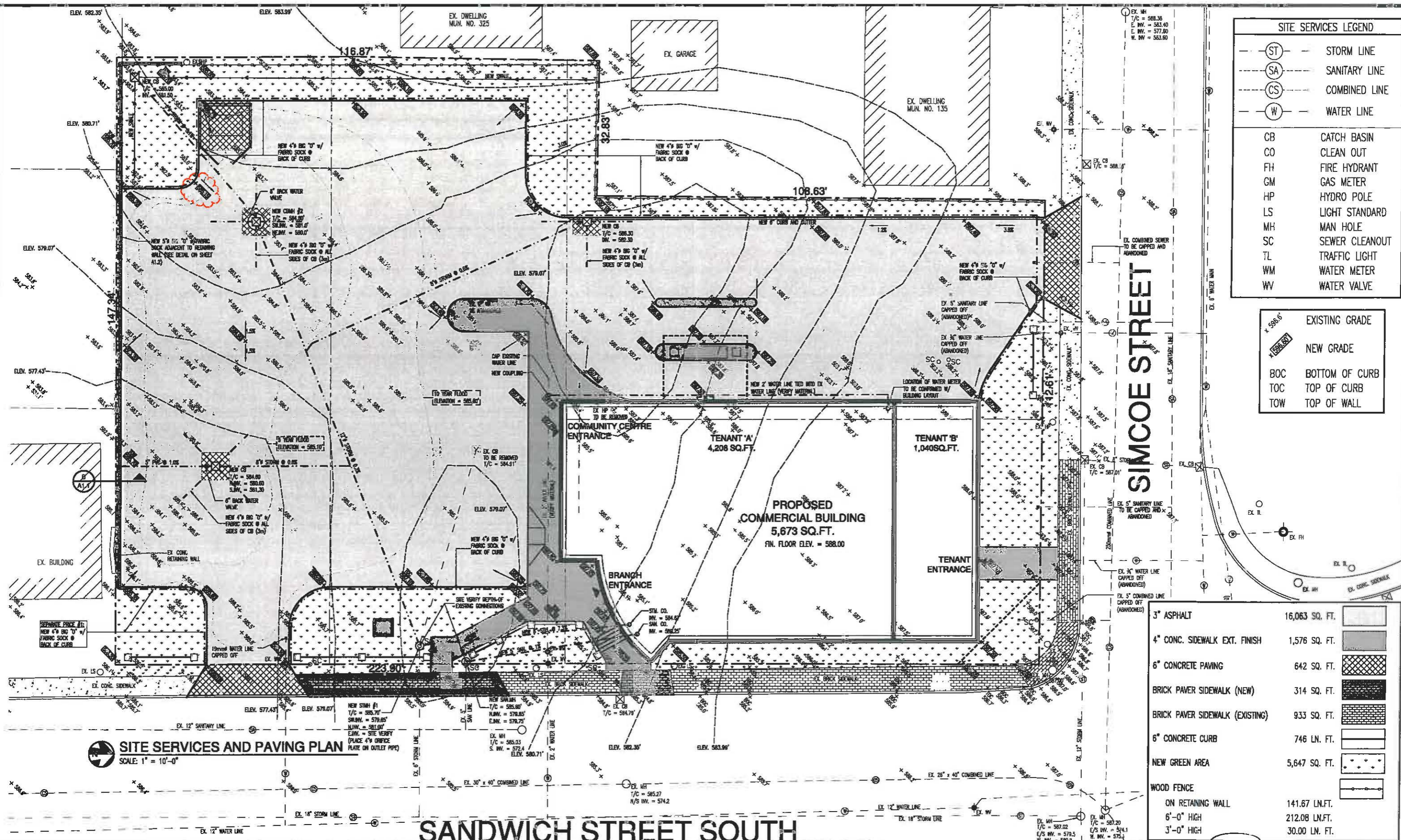
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DO NOT SCALE DRAWINGS

STAMP:

DRAWING No.:
SPC
03



SITE SERVICES LEGEND

(ST)	STORM LINE
(SA)	SANITARY LINE
(CS)	COMBINED LINE
(W)	WATER LINE

CB	CATCH BASIN
CO	CLEAN OUT
FH	FIRE HYDRANT
GM	GAS METER
HP	HYDRO POLE
LS	LIGHT STANDARD
MH	MAN HOLE
SC	SEWER CLEANOUT
TL	TRAFFIC LIGHT
WM	WATER METER
WV	WATER VALVE

+ 596.6	EXISTING GRADE
+ 596.5	NEW GRADE
BOC	BOTTOM OF CURB
TOC	TOP OF CURB
TOW	TOP OF WALL

3" ASPHALT	16,063 SQ. FT.	
4" CONC. SIDEWALK EXT. FINISH	1,576 SQ. FT.	
6" CONCRETE PAVING	642 SQ. FT.	
BRICK PAVER SIDEWALK (NEW)	314 SQ. FT.	
BRICK PAVER SIDEWALK (EXISTING)	933 SQ. FT.	
6" CONCRETE CURB	746 LN. FT.	
NEW GREEN AREA	5,647 SQ. FT.	
WOOD FENCE		
ON RETAINING WALL	141.67 LN. FT.	
6'-0" HIGH	212.08 LN. FT.	
3'-0" HIGH	30.00 LN. FT.	

SITE SERVICES AND PAVING PLAN
SCALE: 1" = 10'-0"

SANDWICH STREET SOUTH

ROSATI
DEVELOP • DESIGN • CONSTRUCT
6555 MULLEN ROAD, WINDSOR, ONTARIO, N9H 1T5
PH: 519-734-6501

DRAWING TITLE:
SITE SERVICES PLAN AND SITE PAVING PLAN

PROJECT/CLIENT:
NEW COMMERCIAL BUILDING
SIMCOE STREET & SANDWICH ST. SOUTH
AMHERSTBURG, ON.

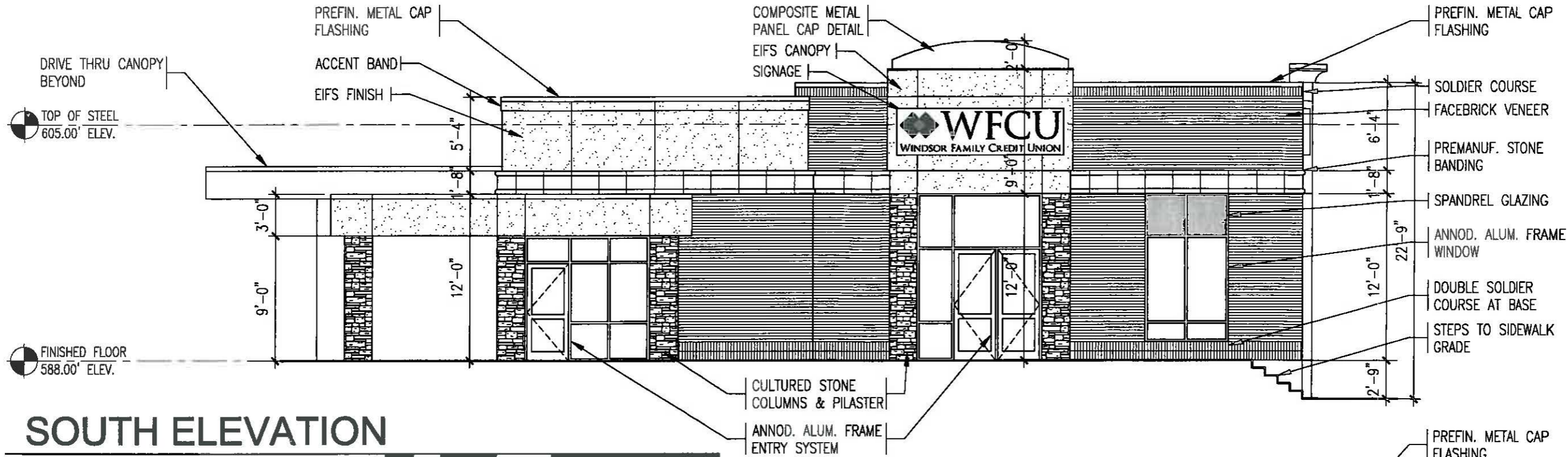
DATE	ISSUED FOR:	DATE	ISSUED FOR:
02.08.12	CONCEPT		
10.03.12	SITE PLAN CONTROL		
10.03.12	PERMIT		
10.11.12	PRICING		

PROJECT No.: 2011.05.6
SCALE: 1" = 10'
DRAWN BY: [Signature]
CHECKED BY: [Signature]

SCHEDULE "C" TO BY-LAW 2012-109
DECADE AMHERSTBURG INC.
JEFFREY WILLYCK, VICE PRESIDENT

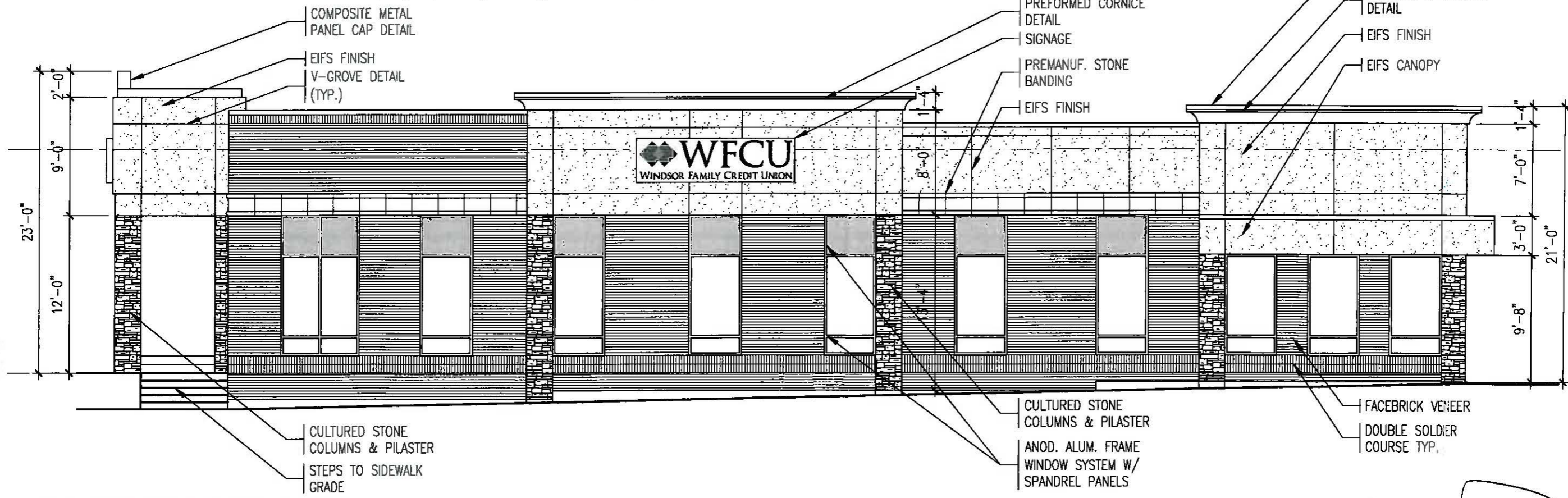
TOWN OF AMHERSTBURG
MAYOR: WAYNE HURST
CLERK: BRENDA M. PERCY
DEPUTY CLERK: PAULA PARKER

DRAWING No.:
C1.0



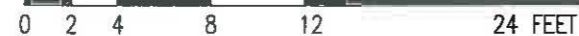
SOUTH ELEVATION

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



EAST ELEVATION

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



date: NOV. 8, 2012
 comm. no.: 2012-136
 dwg. no.: SPC-1

title: SOUTH ELEVATION
 EAST ELEVATION
 drawn by: SMB / SAC
 checked by: SMB

project: WINDSOR FAMILY CREDIT UNION
 NEW AMHERSTBURG RETAIL FACILITY
 client: WINDSOR FAMILY CREDIT UNION

1880 assumption street, suite 100
 windsor ontario canada n9y 1c4
 ph 519.254.3430 fax 519.254.3642
 email - info@wfcu-arch.ca www.wfcu-arch.ca



SCHEDULE "D" TO BY-LAW 2012-109

DECADE AMHERSTBURG, INC.

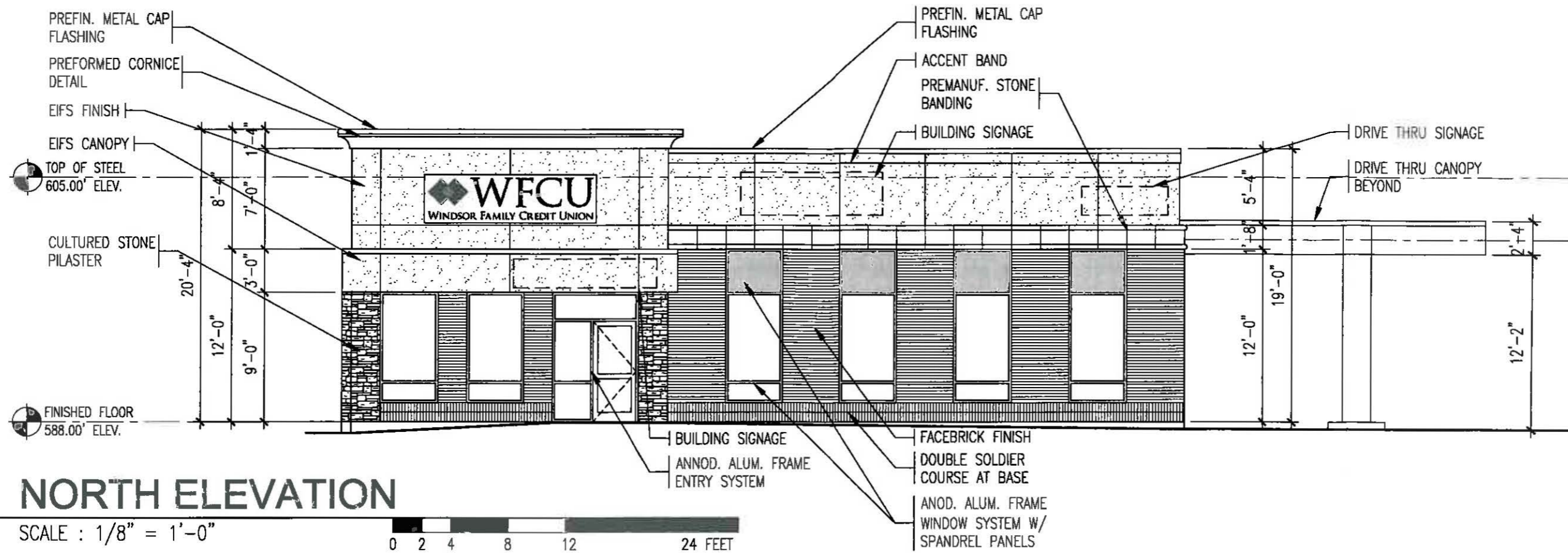
JEFFREY WILKICK, VICE PRESIDENT

TOWN OF AMHERSTBURG

MAYOR WAYNE HURST

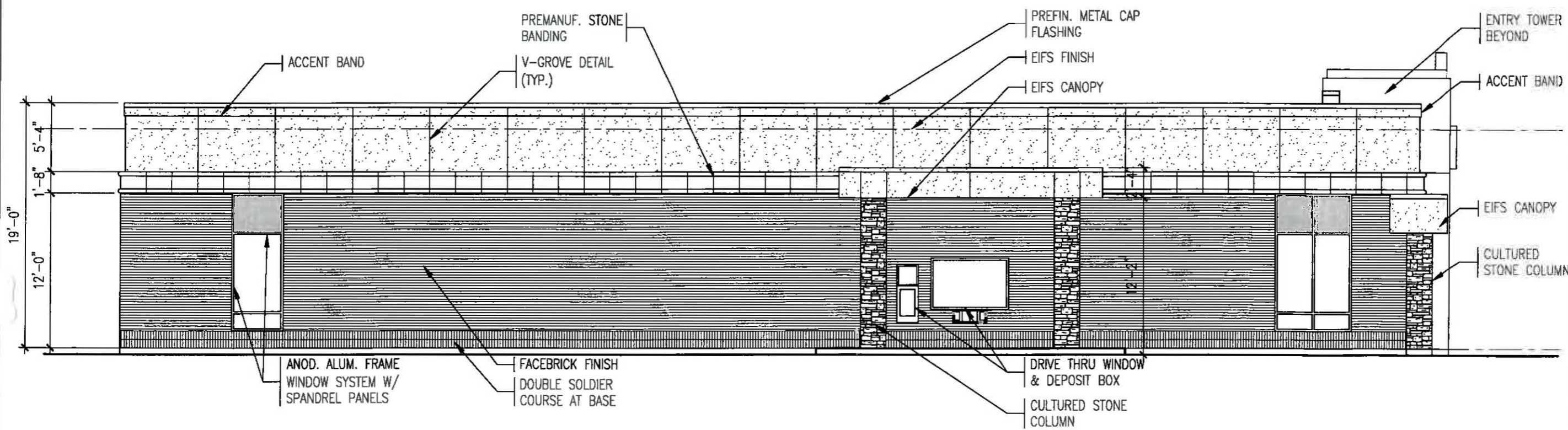
CLERK - BRENDA M. PERCY

DEPUTY CLERK - PAULA PARKER



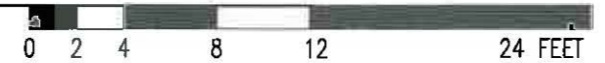
NORTH ELEVATION

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



WEST ELEVATION

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



date:	NOV. 8, 2012	checked by:	SMB
comm. no.:	2012-136	drawn by:	SMB / SAC
diag. no.:		title:	NORTH ELEVATION WEST ELEVATION
project:	WINDSOR FAMILY CREDIT UNION NEW AMHERSTBURG RETAIL FACILITY	client:	WINDSOR FAMILY CREDIT UNION
1880 assumption street, suite 100 windsor ontario canada n8y 1c4 ph 519.254.3430 fax 519.254.3642 www.wfcu.com			

D.C. McCLOSKEY ENGINEERING LTD.

Tel: (519) 977-6800 Fax: (519) 254-3642

Commercial Building
Sandwich and Simcoe Streets
Amherstburg, Ontario

Page 1 of 3
2-Oct-12
Project No. M12-214

Summary

Allowable runoff into the storm sewer is calculated using a runoff coefficient based on the existing topographic features. The AES - Environment Canada Equation for the Windsor Area (1990) have been used. Based on a 1 in 5 year storm and a time of concentration of 20 minutes, the intensity would be 2.76 in./hour. Based on a 1 in 100 year storm and a time of concentration of 20 minutes, the intensity would be 4.42 in./hour.

Run-Off Coefficients -C

Grass/Landscaped Areas	0.20
Compacted Gravel Areas	0.60
Asphalt Areas	0.90
Building Areas	0.95

Pre-Development Conditions	Area (sq.ft)	Area (Ac)
Site Area	29,338	0.67
Building Area	4,539	0.10
Asphalt / Concrete Area	8,678	0.20
Grass / Landscaped Areas	16,121	0.37

Weighted Run-Off Coefficient

$$C_w = (0.95 \times 0.1 + 0.9 \times 0.2 + 0.2 \times 0.37) / 0.67$$
$$C_w = 0.52$$

Post-Development Conditions	Area (sq.ft)	Area (Ac)
Site Area	29,338	0.67
Building Area	5,672	0.13
Asphalt / Concrete Area	17,745	0.41
Grass / Landscaped Areas	5,921	0.14

Weighted Run-Off Coefficient

$$C_w = (0.95 \times 0.13 + 0.9 \times 0.41 + 0.2 \times 0.14) / 0.67$$
$$C_w = 0.77$$

Pre-Development Flow

1 in 5 year storm

$$Q_{pre} = c \times i \times A$$
$$= 0.52 \times 2.76 \times 0.67$$
$$Q_{pre} = 0.96 \text{ cfs}$$

Post Development Flow

$$Q_{post} = 0.77 \times i \times 0.67$$
$$= 0.52 \text{ cfs}$$



SCHEDULE "E" TO BY-LAW 2012-109

DECADE AMHERSTBURG INC.

JEFFREY WILMICK, VICE PRESIDENT

TOWN OF AMHERSTBURG

MAYOR WAYNE HURST

CLERK BRENDA M. PERCY

DEPUTY CLERK - PAULA PARKER

Flow Control at Outlet to Municipal Sewer System

Flood Elevation (5 year) = 585.10 ft.

Total head (mid-height of orifice plate) = 585.10 - (579.6 + 0.25) = 5.25 ft

$Q = 0.6 \times A (\text{sqrt}(2 \times g \times h))$

Set $Q = Q_{pre} = 0.96 = 0.6 \times A (\text{sqrt}(2 \times 32.2 \times 5.25))$

d = 0.33 ft use 4" diameter orifice plate

1 in 5 Year Storm

DURATION (minutes)	INTENSITY (in./hr)	Qpost 0.52 i (cfs)	STORM VOLUME cu. Ft.	RELEASE VOLUME cu. Ft.	REQUIRED STORAGE cu. Ft.
5	7.76	4.04	1211	288	923
10	4.53	2.36	1413	576	837
15	3.35	1.74	1568	864	704
20	2.76	1.44	1722	1152	570

Minimum Required Storage = 923 cu. Ft. (approx. at 10 minute duration)

Flood Elevation (1 in 5) = 585.10 ft. (max. 0.5 ft. flooding at catchbasin)

Parking Lot Area - 1 in 5 year Storage

Catchment No.	Flooded Area (A) (sq. ft)	Depth (C.B. (d) (ft)	Volume (cu. ft.)
1	4000	0.5	667
Total			667

Underground Piping

	Quantity	Storage
8" piping (0.35 cu. Ft. / foot)	105	37
12" piping (0.78 cu. Ft. / foot)	110	86
Catchbasin (16 cu. Ft. per)	3	48
48" dia. Manhole - 3.6 ft. dp. 45 ft ³ per MH	2	90
Total		261

1 in 5 year Storm Event

Total Storage Available: 667 + 261 = 928 cu. Ft.

Total Storage Required = 923 cu. ft.

1 in 100 year Storm Event - Required Storage Volume Calculations

Project No. M12-214

DURATION (minutes)	INTENSITY (in./hr)	Qpost 0.52 i (cfs)	STORM VOLUME cu. Ft.	RELEASE VOLUME cu. Ft.	REQUIRED STORAGE cu. Ft.
5	9.28	4.83	1448	288	1160
10	6.59	3.43	2056	576	1480
15	5.85	3.04	2738	864	1874
20	4.42	2.30	2758	1152	1606

Minimum Required Storage = 1,874 cu. Ft. (approx. at 15 minute duration)

Parking Lot Area - 1 in 100 year Storage

Flood Elevation = 585.60 ft. (max. 12" flooding at catchbasin)

Catchment No.	Flooded Area (A) (sq. ft)	Depth (C.B. (d) (ft)	Volume (cu. ft.)
1	8000	1	2667
Total			2,667

Underground Storage (see page 2) = 261 cu. Ft.

1 in 100 year Storm Event

Total Storage Available: 2,667 + 261 = 2,928 cu. Ft.

Total Storage Required = 1,874 cu. ft.

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QUAN
DECIDUOUS TREES					
PcCh	FRAXINUS CORYMBOSA 'CHANTICLEER'	CHANTICLEER FLOWERING PEAR	60 cm	WR	1
DECIDUOUS SHRUBS					
EcG	FLYNNIALE ALATA 'COMPACTA'	DWARF BURNING BUSH	50 cm	POT	4
HmNB	HYDRANGEA MACRO 'NIKKO BLUE'	NIKKO BLUE FLOREST HYDRANGEA	50 cm	POT	5
Lv	LIGULASTRUM VICARIY	GOLDEN PRIVET	60 cm	POT	7
RaG	RHUS AROMATICA 'GROW-LOW'	GROW-LOW SUMAC	40 cm	POT	5
SbG	SPIRAEA BRAMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	40 cm	POT	8
SmP	SYRINGA MEYER 'PALIBAN'	PALIBAN DWARF LILAC	50 cm	POT	3
EVERGREENS					
BGV	BUXUS GREEN VELVET	GREEN VELVET BOXWOOD	40 cm	POT	38
Jw	JUNIPERUS HORIZONTALIS 'MILTONI'	BLUE RUD JUNIPER	40 cm	POT	8
TmD	TAXUS MEDIA 'TRANSFORMIS'	ROSE NEEDLE	50 cm	POT	21
ToH	THUJA OCCIDENTALIS 'HOLMSTRUP'	HOLMSTRUP CEDAR	125 cm	POT	2
ToN	THUJA OCCIDENTALIS 'NIGRA'	BLACK CEDAR	125 cm	POT	3
PERENNIALS/ORNAMENTAL GRASS					
CaKf	CALAMAGROSTIS ACUTIFLORA 'KARL FODERSTER'	KARL FODERSTER FEATHER REED GRASS	2 gal	POT	39
Hc	HEUCHERA 'ORINSON'	ORINSON CORAL BELLS	2 gal	POT	6
HSD	HEMEROCALLIS 'STELLA D'ORO'	STELLA D'ORO DAYLILY	2 gal	POT	29
Msr	MISCANTHUS SINENSIS 'STRICTUS'	PORCUPINE GRASS	2 gal	POT	2

THE CONTRACTOR IS RESPONSIBLE FOR THE COUNT OF THE PLANTS. REPORT ANY DISCREPANCY TO THE LANDSCAPE ARCHITECT. IN THE CASE OF A DISCREPANCY, THE QUANTITY OF PLANTS ON THE LANDSCAPE PLAN SUPERSEDES THE QUANTITY SHOWN IN THE PLANT LIST.

SCHEDULE "F" TO BY-LAW 2012-109

DECADE AMHERSTBURG INC.

JEFFREY WILLICK, VICE PRESIDENT

TOWN OF AMHERSTBURG

MAYOR WAYNE HURST

CLERK-BRENDA M. PERCY

DEPUTY CLERK - PAULA PARKER

Legend

- EXISTING TREE TO REMAIN
- PROPOSED TREE
- QUANTITY OF PLANTS
- KEY TO BOTANICAL NAME
- FINE GRADE AND SOD

Bezaire & Associates
Landscape Architects
Planners
3814 WALKER RD.
UNIT 11A
WINDSOR, ONTARIO
N9W 3S4
(519) 966-8544
Fax: (519) 966-4088

SEAL:

ISSUED:

REVISIONS:

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PROJECT:
NEW COMMERCIAL BUILDING
SIMCOE & SANDWICH ST. SOUTH AMHERSTBURG, ON.

DRAWING TITLE:
LANDSCAPE PLAN AND DETAILS

SCALE:
As Noted

DRAWN BY:
GDB

CHECKED BY:
PLB

APPROVED BY:

DATE:
SEPT. 2012

DRAWING NO:
LA-1

BEZ. FILE NO.: 1046

General Landscape Notes

FINE GRADE ALL AREAS DESIGNATED FOR SEED OR SOD, REMOVING ALL EXISTING VEGETATION, DEBRIS, AND STONES WHETHER IMPORTED OR NATIVE TO THE SITE. SEED OR SOD ALL SITE AREAS AS INDICATED ON THE LANDSCAPE PLAN EXCEPT THOSE WHERE PLANTING BEDS, PAVEMENT, OR BUILDINGS ARE INDICATED. EXTEND SOD TO PROPERTY LINES FOR INTERIOR LOT LINES AND TO THE CURB FOR STREET FRONTAGE. APPLY A ROOTING FERTILIZER PRIOR TO INSTALLING SOD OR SEED. RESTORE ANY AREAS OF THIS SITE OR ADJACENT PROPERTIES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

SOD/SEED ESTABLISHMENT AND PLANTING BED MAINTENANCE:
PROVIDE CARE AND PROTECTION TO ENSURE PROPER AND FULL ESTABLISHMENT OF ALL TURF AREAS. REPAIR ALL BARE AREAS. CARE OF SOD AREAS WILL EXTEND FROM THE TIME OF INSTALLATION TO THE FIRST CUT BY THE CONTRACTOR. AT TIME OF FIRST CUT, REMOVE WEEDS THAT HAVE COME THROUGH THE SOD FROM THE SOIL AND REMOVE ANY WEEDS IN THE PLANTING BEDS (WEED BEDS 30 DAYS AFTER INSTALLATION IF NO SOD HAS BEEN INSTALLED).

SPREAD EXISTING TOPSOIL OVER SMOOTH SUBGRADE IN ORDER TO ACHIEVE A 4" MINIMUM DEPTH FOR ALL TURF AREAS. PROVIDE ADDITIONAL TOPSOIL AS REQUIRED.

ADVISE THE LANDSCAPE ARCHITECT OR PROJECT MANAGER OF THE LOCATION OF THE STOCKPILE AND ALLOW ADEQUATE TIME FOR TESTING PRIOR TO IMPORTING SOIL.

REMOVE ALL DEBRIS FROM AND ENSURE THERE IS FRIABLE TOPSOIL TO A DEPTH OF 18" IN ALL PLANTING BEDS. SUPPLY ADDITIONAL TOPSOIL AS REQUIRED.

INSTALL 2" DEPTH CANADA RED MULCH IN THE ONE PLANTING BED NOTED AND IN THE ROOT SAUCERS OF TREES. MULCH SHOULD BE 1/2" BELOW THE ADJACENT SURFACE WITHIN 24" OF THE EDGE OF THE BED. NO WEED CONTROL FABRIC IS REQUIRED UNDER CANADA RED MULCH.

INSTALL 3" DEPTH SMALL BEACH PEBBLE IN ALL OTHER PLANTING BEDS AND CANADA RED MULCH IN THE ROOT SAUCERS OF TREES. MULCH SHOULD BE 1/2" BELOW THE ADJACENT SURFACE WITHIN 24" OF THE EDGE OF THE BED. INSTALL A WEED CONTROL BARRIER CONSISTING OF LANDSCAPE FABRIC BENEATH THE BEACH PEBBLE.

SUPPLY AND INSTALL COMMERCIAL GRADE POLYEDGER WHERE PLANTING BEDS ARE ADJACENT TO TURF. SECURE EACH 20' LENGTH OF POLYEDGER WITH 6 STEEL PEGS AND JOIN WITH A PLASTIC CONNECTOR.

WHERE EAVES TROUGH DISCHARGE INTO PLANTING BEDS, SUPPLY AND INSTALL CONCRETE SPLASH BLOCKS. ADJUST PLANTING AS REQUIRED TO ENSURE THAT THE PLANTS WILL NOT BE IN LINE WITH THE WATER DISCHARGED FROM THE DOWN SPOUTS.

GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE. REPLACE ALL DEAD OR WEAK PLANT MATERIAL PROMPTLY WHEN DIRECTED BY THE OWNER OR PROJECT MANAGER. GUARANTEE REPLACEMENT PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM PLANTING. PLANTS DAMAGED DUE TO VANDALISM ARE NOT GUARANTEED.

VERIFY QUANTITIES OF PLANTS INDICATED IN THE PLANT KEYS AND PLANT LIST WITH THOSE SHOWN ON THE PLAN.

NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO TENDERING.

ALL WORK TO BE PERFORMED IN COMPLIANCE WITH THE HEALTH AND SAFETY ACT 1980, ONTARIO REG. 213/91, 714/82 AND LATEST REVISIONS.

DETERMINE AND VERIFY THE LOCATION AND EXISTENCE OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION.

ADVISE THE LANDSCAPE ARCHITECT OF ANY CONFLICT BETWEEN THE PROPOSED WORK AND EXISTING UTILITIES.

REPAIR ANY AND ALL DAMAGE DONE TO THIS SITE OR ADJACENT SITES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

VERIFY THAT ALL EXISTING SITE CONDITIONS ARE AS SHOWN ON THIS PLAN.

