

THE CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2019-102

By-law to authorize the execution of a Development Agreement  
Between Philip Bezaire, Pam Bezaire, Joel Bezaire, Derek Bezaire and  
the Corporation of the Town of Amherstburg  
ES Howard Avenue (Anderdon Con 7 Pt Lot 14, Amherstburg)

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**WHEREAS** under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

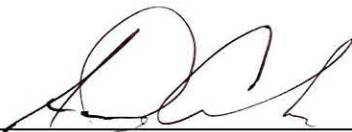
**AND WHEREAS** the Corporation of the Town of Amherstburg and the Owner have agreed to the site plan and elevations in the Development Agreement;

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

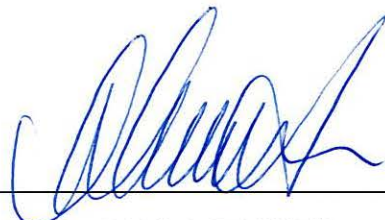
**NOW THEREFORE** the Corporation of the Town of Amherstburg enacts as follows:

1. THAT the Mayor and Clerk be hereby authorized to enter into a Development Agreement between Philip Bezaire, Pamela Bezaire and Joel Bezaire and the Corporation of the Town of Amherstburg for the construction of a Transport Truck Parking Lot, said agreement affixed hereto;
2. THAT this By-law shall come into force and take effect immediately upon the final passing thereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a first, second and third time and finally passed this 9<sup>th</sup> day of December, 2019.



MAYOR – ALDO DICARLO



CLERK – PAULA PARKER

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made in quadruplicate this 9<sup>th</sup> day of December, 2019.

**BETWEEN: PHILIP BEZAIRE, PAMELA BEZAIRE, JOEL BEZAIRE & DEREK BEZAIRE**

A corporation incorporated pursuant to and subsisting under the laws of the Province of Ontario

(Hereinafter collectively called "**Owner**")

OF THE FIRST PART;

- and -

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the "**Corporation**")

OF THE SECOND PART;

Hereinafter collectively referred to as the "**Parties**"

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

**AND WHEREAS** the Owner warrants they are the registered owner of the Lands outlined in Schedule "A";

**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, including the Lands, as a Site Plan Control area;

**AND WHEREAS** the Owner intends to develop the said lands for a mixed use development in accordance with the Site Plan attached hereto as Schedules "B", and hereinafter referred to as the "Site Plan";

**AND WHEREAS** the Corporation, as a condition of development of the said lands requires the Owner to enter into a Development Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises, along with 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 and sufficiency of which are hereby acknowledged, the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules attached hereto, are hereby made a part of this Agreement, as fully and to all intents and purposes as though recited in full herein:
2. Schedule "A" hereto describes the lands affected by this Agreement;
3. Schedule "B", identified as the Site Plan hereto shows:
  - a. Site Location Plan
  - b. Site Plan
  - c. Site Plan Details
4. Schedule "C" identified as "Chall.Eng Consulting Engineers, hereto shows:

(a) Stormwater Management Plan Report-June 2019

5. Schedule "D" identified R.C Spencer & Associates, hereto shows:
  - (a) Traffic Study-January 2018
6. Schedule "E" identified as C1, hereto shows:
  - (a) Partial Survey-Site Features
7. Schedule "F" identified as County of Essex Entrance Permit, hereto shows:
  - (a) County Road Entrance Permit-May 2019
8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power regarding any matters that relate to services for the Development Lands to be provided by Essex Power. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.
9. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Union Gas and Bell Canada regarding any matters that relate to services to be provided by Union Gas and Bell Canada. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to these services resulting from this development.
10. If any proposed upgrades to the existing utilities within the municipal right-of-way are required, the Owner must provide copies of the plans on any utility work to the satisfaction of the Corporation.
11. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of the Environment, Conservation and Parks, the Essex Region Conservation Authority (ERCA) and the County of Essex Engineering Department, as necessary. A copy of all approvals/permits must be provided to the Engineering and Public Works department.
12. All parking or loading areas and lanes and driveways shall be paved with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone or gravel, having a combined depth of at least 30 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 concrete, asphalt or other material capable of permitting accessibility under all climatic conditions by the Owner to the satisfaction of the Corporation. To ensure that this development is accessible to persons with disabilities, the Owner acknowledges that all sidewalks, walkways and islands within this development shall be constructed in such a manner as to safely accommodate persons with special mobility needs.
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. 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. The Owner shall, at their own expense, install and implement any and all stormwater quality and quantity management measures so identified in the said servicing plans which measures must be implemented or installed to the satisfaction of the E.R.C.A. and the Corporation. The Owners shall obtain any and all permits necessary from the E.R.C.A. if required, prior to the commencement of any construction or site alteration activities on the subject lands, including placement and the grading of fill material.
19. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual, and, 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. All connections to the Town's existing infrastructure must be submitted to the Engineering and Public Works Department for approval. Installation shall be coordinated and inspected by the Engineering and Public Works Department. This would include any watermain, water service, sanitary or storm installations as necessary.
21. The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored to the satisfaction of the Town. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Town shall correct deficiencies in the state of repair within ten (10) days thereof.
22. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "B". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the Site Plan.
23. 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.

24. 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 re-development 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.
25. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief and Director of Engineering and Public Works may from time to time and at any time enter on the Lands to inspect:
  - 1) The progress of development;
  - 2) The state of maintenance as provided for in this Agreement.
26. In the event of any servant, officer or agent of the Corporation determining upon inspection that the development is not proceeding in strict accord with the plans and specifications filed with the Corporation, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the Lands, and shall 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 as hereinafter provided.
27. 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.
28. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the progress of the development or as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall be permitted to express its position as to whether such progress or maintenance is satisfactory, following which Council of the Corporation shall make a decision, by resolution, as to whether to lift or sustain the prior decision of the Corporation's servant, officer or agent, which shall constitute a final determination of the matter.
29. In the event that an Owner should fail to obey a stop work order issued under this agreement hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
30. In the event that an Owner should fail to obey a stop work order issued under this agreement hereof, in addition to any other remedy, the Owner recognizes the right of the Corporation to apply to the Court for an Order granting injunctive relief, both interlocutory and permanent. The Owner acknowledges and admits that its failure to obey a stop work order constitutes irreparable harm to the Corporation and that the balance of convenience favours granting such injunctive relief without further proof thereof by the Corporation. The Owner shall be liable to the Corporation for all costs in relation to obtaining such an Order, including all legal costs. The costs shall be deemed to be municipal taxes and to be recoverable in accordance with this Agreement.
31. In the event that an Owner should fail to correct a deviation of deficiency after notice pursuant to Sections 27 or 28 or after notice of an opinion, which Council

of the Corporation determines is correct under Section , the Council of the Corporation may direct the Owner to correct any default of the matter or thing being done by the Owner, not less than two (2) weeks after notice is sent by regular mail at the last known 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 shall be deemed to be municipal taxes and to be recoverable in accordance with Section 43 of this Agreement.

32. 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 1 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 Local Planning Appeal Tribunal, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
33. 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.
34. In the event that no construction on the Lands has commenced on or before the expiry of one (1) year from the date of registration of this Agreement, the Corporation may subsequently, at its option, on one month's written notice to the Owner, terminate this Agreement, whereupon the Owner acknowledges that agrees that it will not be able to undertake any development construction on the Lands (or any further development or construction) on the Lands.
35. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 446 of the Municipal Act shall apply.
36. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for FIFTY PERCENT (50%) of the value of on-site improvements of this development, exclusive of buildings and structures, is required to be paid and/or posted with the Corporation, in addition to further financial security in the amount of ONE HUNDRED PERCENT (100%) for all off-site works required as part of this development.

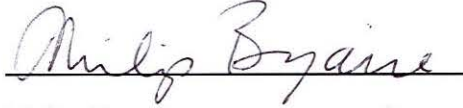
The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration by the Town's Director of Engineering and Infrastructure for his/her approval, with any decision by the Town's Director of Engineering and Infrastructure in this regard to be final and binding upon the Owner. 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 (1) year maintenance period in the amount of FIFTEEN PERCENT (15%) of the cost of on-site and off-site improvements.

37. The Owner shall pay to the Corporation a development charge for each building to be constructed in this development as established by the Town in its Development Charges By-law which may include community benefit charges (if applicable). The development charge herein shall be payable in cash or by certified cheque at the time the building permit is secured for the building. The amount of the development charge shall be increased from time to time in accordance with the provisions of the Corporation's *Development Charges By-Law* as amended in effect at the time of the issuance of a building permit.

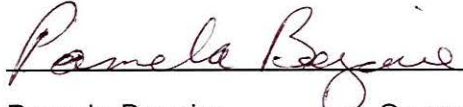
38. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of the Registry Act and the Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the lands.
39. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
40. This Agreement shall be governed by, and interpreted according to, the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario Contract.
41. If any provision or part thereof of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement, and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said provision or part thereof had never been including in this Agreement.
42. If any provision or part thereof of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement, and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said provision or part thereof had never been including in this Agreement; provided that the severance of the provision or part does not fundamentally impair the rights of the Corporation in which case the Corporation may declare, without the consent of the Owner, this Agreement void, and all development and construction shall cease pending the execution of a new Agreement by the parties.
43. The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
44. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and shall be effective as of the date set out above.
45. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
46. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement, and are hereby incorporated into this Agreement by reference.
47. This Agreement constitutes the entire agreement among the Parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.

**IN WITNESS WHEREOF** the Owner and the Corporation (the latter under the hands and seals of its officers duly authorized in this regard), have executed this Agreement as of the date first above written.

OWNER: PHILIP BEZAIRE, PAMELA BEZAIRE, JOEL BEZAIRE, DEREK BEZAIRE



Per Philip Bezaire, Owner



Per Pamela Bezaire, Owner



Per Joel Bezaire, Owner



Per Derek Bezaire, Owner

*I have authority to bind the Corporation*

**THE CORPORATION OF THE TOWN OF  
AMHERSTBURG**



Per Aldo DiCarlo, Mayor



Per Paula Parker, Clerk

*We have authority to bind the Corporation*

Authorized and approved by By-law No. 2019-102  
enacted the 9<sup>th</sup> day of December, 2019.



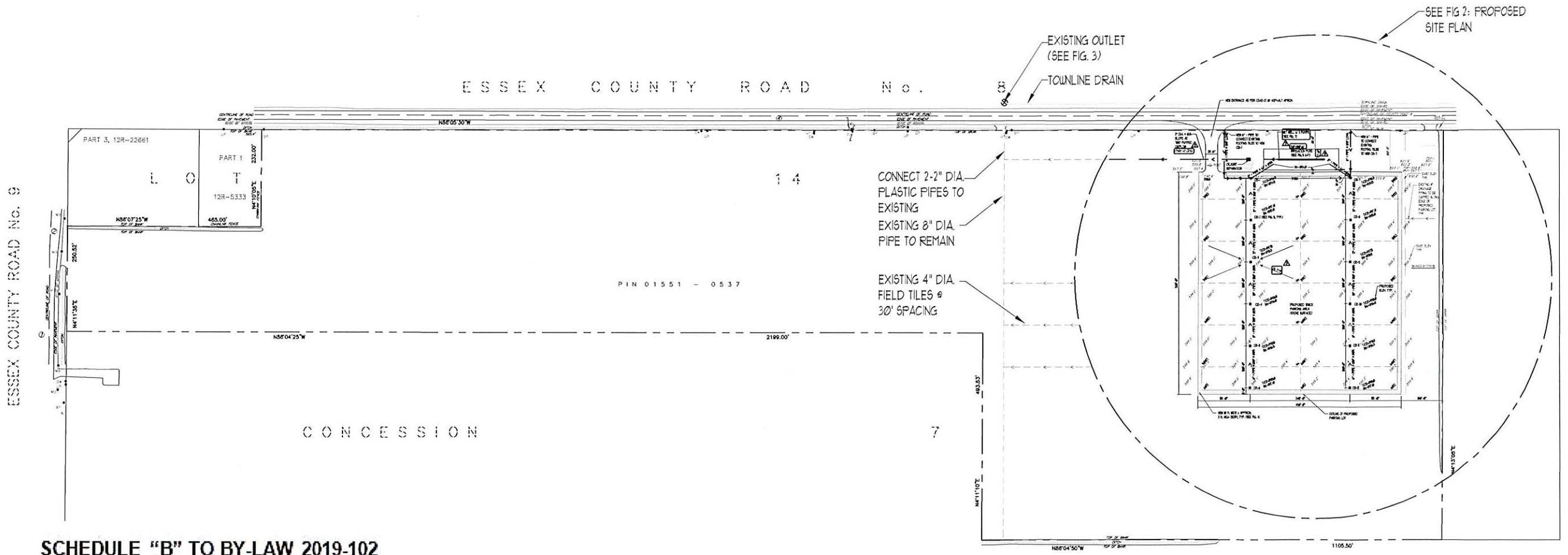
**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

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

ANDERDON CON 7  
PART LOT 14, 7 PT LOT 14  
Town of Amherstburg,  
County of Essex  
and Province of Ontario



ISSUED FOR:	DATE:
OWNER REVIEW	APR 10/18
OWNER REVIEW	DEC 10/18
ERCA COMMENT	JUN 24/19



SCHEDULE "B" TO BY-LAW 2019-102

*Philip Bezaire*  
Philip Bezaire

*Pamela Bezaire*  
Pamela Bezaire

*Joel Bezaire*  
Joel Bezaire

*Derek Bezaire*  
Derek Bezaire

TOWN OF AMHERSTBURG

*Mayor-Aldo DiCarlo*  
Mayor-Aldo DiCarlo

*Clerk- Paula Parker*  
Clerk- Paula Parker



FIELD VERIFY ALL DIMENSIONS

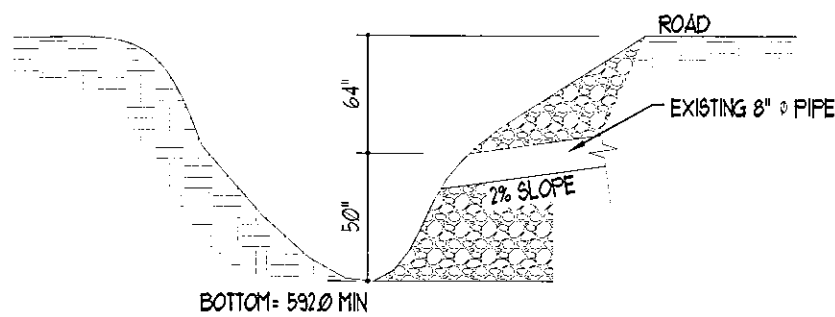
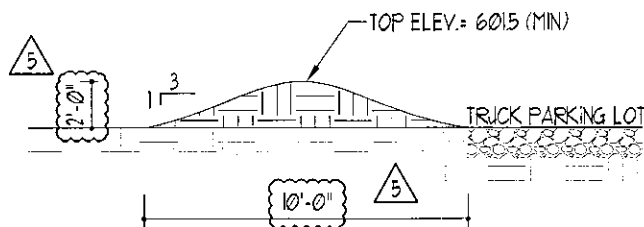


FIGURE 3: EXISTING OUTLET PIPE ELEVATION DETAIL

SCALE: 1/4" = 1'-0"



NOTE: THIS BERM IS TO BE CONSTRUCTED AROUND THE PERIMETER OF THE PARKING LOT.

FIGURE 4: BERM WITH GRASS COVER

SCALE: N.T.S.

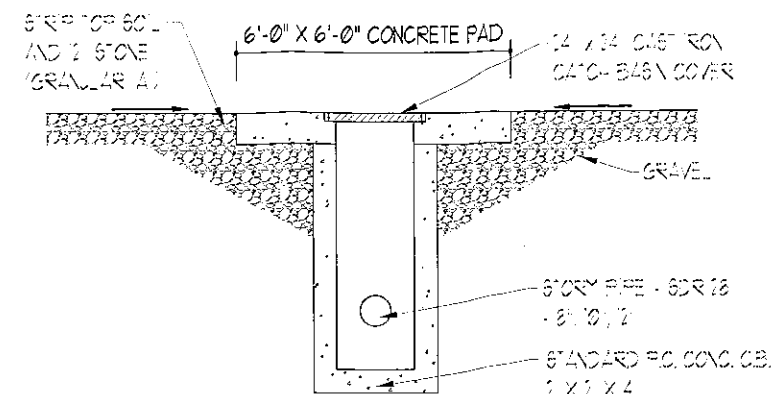
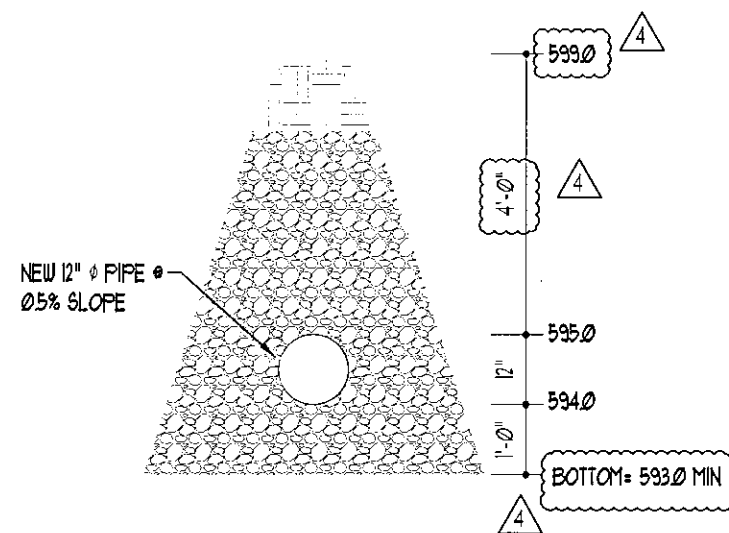


FIGURE 5: CATCH BASIN DETAIL

SCALE: 1/4" = 1'-0"



SECTION A-A: PIPE DETAIL

SCALE: 3/8" = 1'-0"

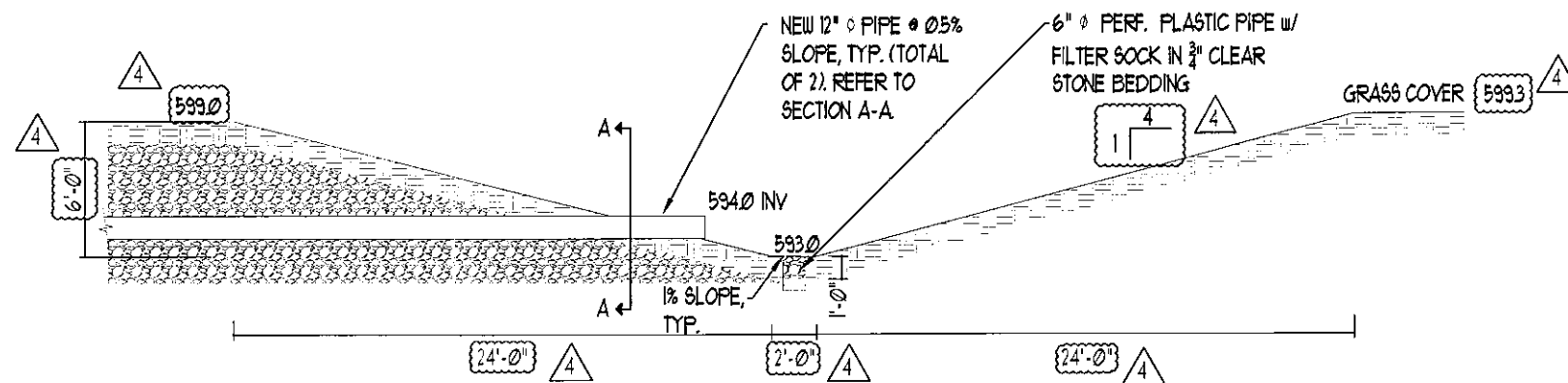


FIGURE 6: IRRIGATION POND DETAIL

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

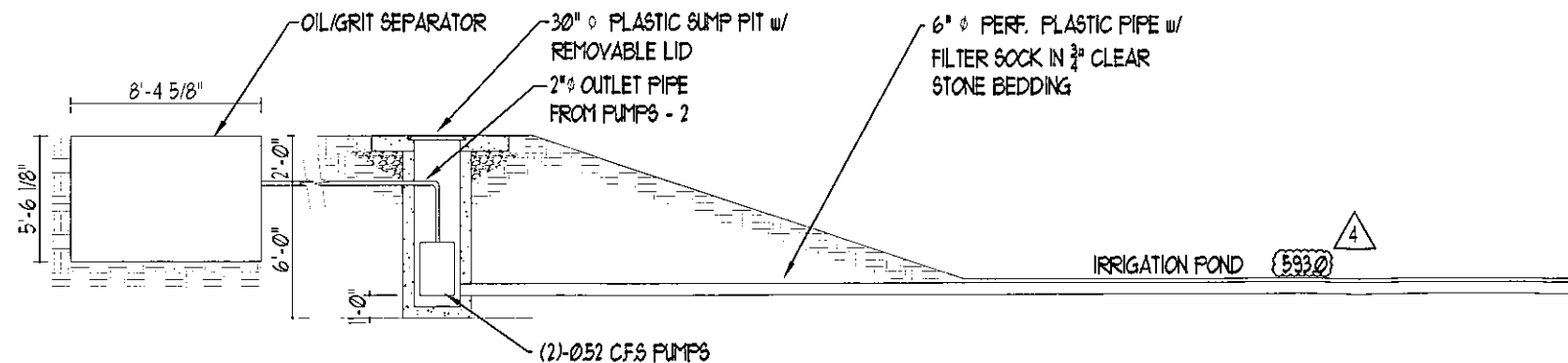


FIGURE 7: POND PUMP DETAIL

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

FIELD VERIFY ALL DIMENSIONS

ISSUED FOR:	DATE:
OWNER REVIEW	APR 19/18
DRAFT TO AMHERSTBURG	MAY 4/18
REVISION 1	NOV 12/18
REVISION 2	APR 18/19
REVISION 3	MAY 13/19
REVISION 4	JUN 20/19
CRCA COMMENT	JUN 24/19
REVISION 5	OCT 15/19

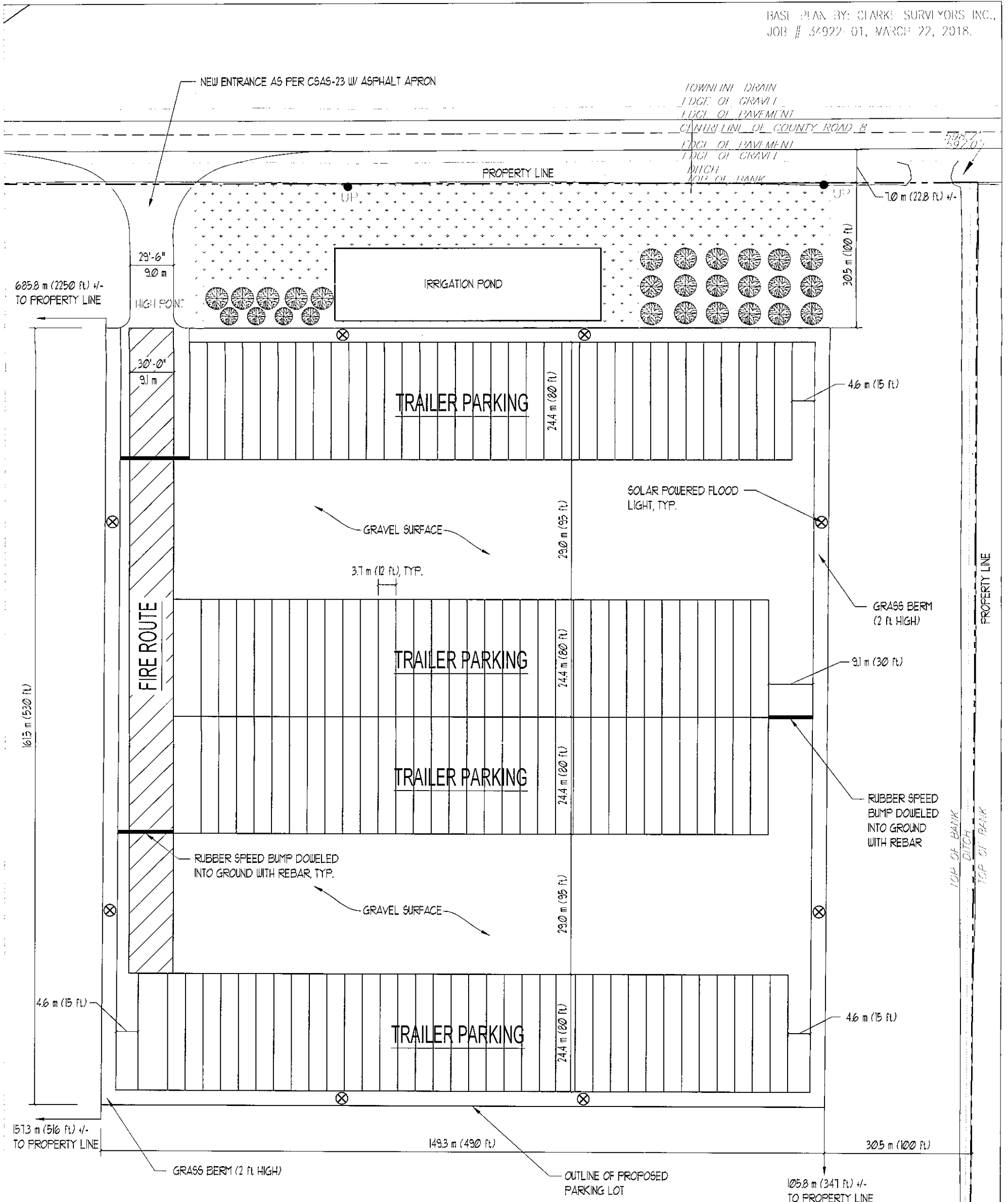
PROPOSED SITE PLAN - DETAILS

PROJECT: BEZAIRE PROPERTY  
7981 HOWARD AVENUE, AMHERSTBURG, ONTARIO  
DATE: NOVEMBER 12, 2018  
PROJ. NO.: 18014  
SCALE: AS SHOWN

DWG. NO.: 53  
REV. NO.: 5

Chall.Eng.  
CONSULTANTS

SUITE 342,  
13300 TECUMSEH ROAD EAST,  
WINDSOR, ONTARIO, N9R4R8  
PHONE: 519-979-7333  
FAX: 519-979-7331  
WWW.CECHA.COM



LEGEND

	BERM	AREA = 28,695 m <sup>2</sup> +/-
	PROPERTY LINE	LANDSCAPED AREA = 4,966 m <sup>2</sup> (17 %)
	SPEED BUMP	PARKING SPACES = 136 (960 ft <sup>2</sup> , 89 m <sup>2</sup> , PER SPACE)
	FIRE ROUTE	
	GRASS	
	TREES - 100 ERCA NORWAY SPRUCE	
	SOLAR POWERED FLOOD LIGHT	

ISSUED FOR: DATE:  
 SITE PLAN CONTROL OCT 15/19

FIGURE 1: SITE PLAN

SCALE: 1/64" = 1'-0"



FIELD VERIFY ALL DIMENSIONS

PROJECT: BEZAIRE PROPERTY  
 7981 HOWARD AVENUE, AMHERSTBURG, ONTARIO

DATE: OCTOBER 15, 2019

PROJ. NO: 18014

SCALE: AS SHOWN

SITE PLAN

DWG. NO. C1

REV. NO.

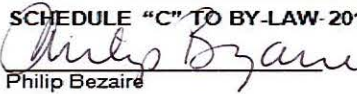


12222 TECUMSEH ROAD EAST,  
 WINDSOR, ONTARIO, N9N 1L9  
 PHONE: 519-979-7333  
 FAX: 519-979-7331  
 CEC@CEC14.COM WWW.CEC14.COM



CHALL.ENG.CORPORATION | CONSULTING ENGINEERS | PHONE:

SCHEDULE "C" TO BY-LAW-2019-102

  
Philip Bezaire

  
Pamela Bezaire

  
Joel Bezaire

  
Derek Bezaire

TOWN OF AMHERSTBURG

  
Mayor Aldo DiCarlo

  
Clerk Paula Parker

**Proj. No. 18014**  
**June 25, 2019**

**VIA EMAIL**

Mr. Joel Bezaire  
372 Evergreen Drive  
Belle River, ON N0R 1A0  
Email: [joel@townlineparking.ca](mailto:joel@townlineparking.ca)

Attention: Mr. Joel Bezaire

**Stormwater Management Plan Report #4**  
**Responses to ERCA Comments**  
Townline Development  
Proposed Truck Parking Area  
7981 Howard Avenue  
Amherstburg, Ontario

Dear Sir:

Further to your request, we carried out an engineering assessment of the above noted site for the purpose preparing a stormwater management plan.

The attached package includes revisions and clarifications to our previous report, issued May 14, 2019, and our responses to ERCA's questions and requests for additional information in their email dated May 29, 2019 (see attached):

1. Essex Region Conservation Authority

Q: The allowable discharge rate should be based on a 1:2 year storm event unless an analysis of the Colchester Townline Drain capacity supports a higher release rate.

A: The discharge rate was originally based on a 1:5 year storm event as required by the Town of Amherstburg's Development Manual, however, we recalculated the discharge rate to be based on a 1:2 year storm event in the absence of data confirming that the Colchester Townline Drain could support a higher release rate.

Q: Rainfall intensity, post development runoff coefficient and stormwater storage must be determined as described in the Windsor/Essex Region SWM Standard Manual.

A: The stormwater management plan for the subject property was designed in accordance with the Town of Amherstburg's Development Manual and was submitted for review prior to the issuance of the Windsor/Essex Region SWM Standard Manual. However, we recalculated flows in accordance with this manual.

Q: Does the existing outlet have the capacity for both the proposed parking area and remaining tiled field under a 1:100 year storm event.

1. A: We were retained to prepare a stormwater management plan for the area proposed to be developed (approximately 2.87 ha or 7 acres), and as such, have not determined the developed flow for the tiled field. The proposed pumped outflow from the irrigation pond (0.012 m<sup>3</sup>/s or 0.44 cfs) will discharge upstream of this existing outlet pipe so that the total allowable outflow of 0.293 m<sup>3</sup>/s (10.3 cfs) for the entire site is not exceeded. The capacity of the existing outflow pipe, which services the entire 10.12 ha (25 acre property) was determined to be 0.056 m<sup>3</sup>/s (2 cfs) and acts as a flow restrictor.

Q: What is the 1:100 year high water level of the Colchester Townline Drain adjacent to the site? Is there a free outlet for does a backwater condition exist? Is a flapgate or a containment valve proposed?

A: The outflow will be restricted by the proposed pumping system. During normal operation, one 100 gpm pump will be utilized, of which the capacity (0.22 cfs or 0.006 m<sup>3</sup>/s) is significantly less than that apportioned to the proposed area to be developed. In the case where both pumps are working concurrently, the total pumping capacity is 0.44 cfs (0.012 m<sup>3</sup>/s).

Q: Where will the pond and field spill in the event of blockage in the system?

A: We were retained to prepare a stormwater management plan for the area proposed to be developed (approximately 2.87 ha or 7 acres), and as such, have not assessed the tiled field. This field will spill as it always has. However, the developed area has the safeguard that a 1 foot high berm will be installed around the perimeter of the developed site, which can store approximately 3195 m<sup>3</sup> (112,700 ft<sup>3</sup>) of water in addition to the allowable 1 foot depth above the catch basins. Also, the design elevation of the top of the irrigation pond will be higher on the road side as compared to the parking lot side. In addition, a berm is proposed to be constructed around the perimeter of the parking lot to retain these additional waters.

Q: This development requires a "normal" level of stormwater quality control.

June 25, 2019

A: An oil and grit separator is proposed.

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

Yours truly,  
Chall.Eng. Corporation,  
Consulting Engineers



Jennifer Di Domenico, M.A.Sc., P. Eng.,  
Project Manager



H. Richard Patterson, M.A.Sc., P.Eng.,  
President

Encl.: Essex Region Conservation Authority Questions, dated May 29, 2019 (1)  
Revised Stormwater Management Report (10)



**Jennifer Di Domenico**

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**Subject:** 18014 - Application 302-19 (Comments on Development Application 7981 Howard Ave Amherstburg)

**From:** Tom Gutpell

**Sent:** May 29, 2019 11:27 AM

**To:** Joel Bezaire

**Cc:** Todd Hewitt; James Bryant

**Subject:** Application 302-19 (Comments on Development Application 7981 Howard Ave Amherstburg)

Good Morning Joel:

We have completed a pre-screening of your application and provide the following. Based on your response additional comments may be provided.

-The allowable discharge rate should be based on a 1:2 year storm event unless an analysis of the Colchester Townline Drain capacity supports a higher release rate.

-Rainfall intensity, post development runoff coefficient and stormwater storage must be determined as described in the Windsor/Essex Region SWM Standards Manual (Section 3).

<https://essexregionconservation.ca/resources/reports/windsor-essex-region-stormwater-management-standards-manual/>

-Does the existing outlet have the capacity for both the proposed parking area and remaining tiled field under a 1:100 year storm event.

-What is the 1:100 year high water level of the Colchester Townline Drain adjacent to the site. Is there a free outlet or does a backwater condition exist. Is a flapgate or containment valve proposed.

-Where will the pond and field spill in the event of blockage in the system.

-This development requires a "normal" level of stormwater quality control.

Please feel free to contact our office with any questions.

Thanks.

**Tom Gutpell, C.E.T.**

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

Essex, Ontario N8M 1Y6

519-776-5209 Extension 344

[tgutpell@erca.org](mailto:tgutpell@erca.org)



CHALLENG.CORPORATION | CONSULTING ENGINEERS | PHONE: 519-979-7333 | WEB: www.cec14.com | FAX: 519-979-7331 | email: cec@cec14.com

**Proj. No. 18014**  
**June 24, 2019**

**VIA EMAIL**

Mr. Joel Bezaire  
372 Evergreen Drive  
Belle River, ON N0R 1A0  
Email: joel@townlineparking.ca

Attention: Mr. Joel Bezaire

**Revised Stormwater Management Plan Report**

Townline Development  
Proposed Truck Parking Area  
7981 Howard Avenue  
Amherstburg, Ontario

Dear Sir:

Further to your request, we carried out an engineering assessment of the above noted site for the purpose of preparing a stormwater management (SWM) plan and design for the proposed truck parking area. Note that this report, attached drawings and calculations include additional information and responses to the Essex Region Conservation Authority's (ERCA) questions, which is presented in our June 25, 2019 Stormwater Management Plan Report #3 and supersedes all prior reports that were previously submitted.

**1.0 Introduction**

The design of storm water detention volume and storm sewer sizing were based on the topographic survey and site plan as prepared by Clarke Surveyors, dated March 22, 2018, the Windsor Essex Stormwater Management Manual, and accepted SWM and storm water design principles. This SWM plan will also be used by the Town of Amherstburg and the Town of Tecumseh as part of the Section 65 application of the Drainage Act and for tax assessment purposes.

**2.0 Existing Conditions**

The site currently contains a farmer's field with the 10.12 ha (25 acres) property being zoned Agricultural. The property currently drains by buried field tiles installed in 2011

(approximately), to an existing 200 mm (8") pipe, which was bored under County Road 8 to the Colchester Townline Drain.

### 3.0 Development Proposal

The development of this property will consist of the construction of a new 2.87 ha (7 acre) (approximately) gravel surfaced truck parking lot, as shown in the attached Figure 2.

### 4.0 Storm and SWM Design Requirements

#### 4.1 Rainfall Intensity

In accordance with the Windsor Essex Stormwater Standards Manual, the rainfall intensity is calculated using the following parameters and equations:

Time of Concentration (T <sub>c</sub> ) in minutes	23.6					
Parameters	Return Period					
	2	5	10	25	50	100
a	854	1259	1511	1851	2114	2375
b	7.0	8.8	9.5	10.2	10.6	11.0
c	0.818	0.838	0.845	0.852	0.858	0.861

2 year Rainfall Intensity, where T <sub>c</sub> = time of concentration in minutes	I <sub>2</sub>	52.02	mm/hr
100 year Rainfall Intensity, where T <sub>c</sub> = time of concentration in minutes	I <sub>100</sub>	112.34	mm/hr

$$(i = a/(T+b)^c)$$

#### 4.2 Pre-Development Runoff Coefficient (C<sub>p</sub>)

Based on our review of relevant stormwater management runoff coefficient tables, a pre-development runoff coefficient of 0.2 for grass – clay was selected.

	Area (m <sup>2</sup> )	Runoff Coefficient
Pervious	101223	0.2

Pre-Developed Runoff Coefficient (C<sub>p</sub>)      0.20

**4.3 Post-Development Runoff Coefficient ( $C_d$ )**

Based on our review of relevant stormwater management runoff coefficient tables, a pre-development runoff coefficient of 0.2 for grass – clay soil, a runoff coefficient of 0.7 for gravel surfaces, and a runoff coefficient of 0.95 for asphalt, concrete and roof areas was selected.

	Area (m <sup>2</sup> )	Impervious (%)	Runoff Coefficient
Impervious (Gravel Surface)	24139	84	0.7
Impervious (Asphalt Surface + Irrigation Pond)	1255	4	0.95
Pervious	3300	-	0.2

Post-Developed Runoff Coefficient ( $C_{d2yr}$ )      0.65

Required Storage Depth (mm)      101.21 mm  
 (assume Hydrologic Soil Group D)

100 year Post-Developed Runoff Coefficient ( $C_{d100yr}$ )      0.94

**4.4 Allowable Release Rate**

The total allowable release rate, based on the pre-development run-off coefficient is as follows:

Total Allowable Runoff (entire site)	0.2926	m <sup>3</sup> /s	Q = 0.00278( $C_p$ )( $I_{2yr}$ )(10.12 ha)
Portioned Allowable Runoff (area to be developed)	0.0829	m <sup>3</sup> /s	Q = 0.00278( $C_p$ )( $I_{2yr}$ )(2.87 ha)

**4.5 Drainage**

The pre-development drainage boundaries are being maintained in the post-development conditions, with waters being directed from 2 drainage zones within the proposed parking area to a proposed common irrigation pond located at the north end of the parking lot. Ground elevations along the perimeter of the proposed parking lot were set to prevent waters from the proposed development from draining onto adjacent properties by installing perimeter beams. In addition, the elevation of the north side of the irrigation pond was set to be higher than the elevation of the south side of the irrigation pond to prevent waters from the irrigation pond from draining onto the adjacent road in the case of irrigation pond pump failure.

**4.6 Quantity Control**

The post development runoff is restricted to the pre-development flow as per Section 4.4, which limits the allowable release rate to the 2 year pre-development rate up to the 100 year design flow, which is 0.0829 m<sup>3</sup>/s (2.9 cfs).

**4.7 Storm Storage Requirements and Allocation**

The required storage volume for the property is calculated by determining the net runoff flow (m<sup>3</sup>/s) over a period of time. The net runoff flow value is the difference between the actual flow at different intervals throughout out the storm, based on the rainfall intensity and the allowable runoff for this site. The actual flow from the development is calculated using the post development runoff coefficient (C<sub>d</sub>) for the 2 year and 100 year periods, which are 0.65 and 0.94 respectively.

**4.8 Post Development Release Rate and Required Storage (2 year and 100 year)**

Return Period	Tc (min)	Intensity (mm/hr)	Developed Flow (Q) (m <sup>3</sup> /s)	Allowable Release Rate (Q <sub>2yr</sub> )	Net Runoff to be Stored (m <sup>3</sup> /s)	Storage Volume Required (m <sup>3</sup> )
2 year	5	111.86	0.1235	0.0829	0.0405	12.2
	10	84.13	0.1857	0.0829	0.1028	61.7
	15	68.13	0.1504	0.0829	0.0675	60.7
	20	57.62	0.1272	0.0829	0.0443	53.1
	23.6	52.02	0.2710	0.0829	0.1880	266.3
	25	50.15	0.2612	0.0829	0.1783	267.5
	30	44.53	0.2320	0.0829	0.1490	268.3
	35	40.15	0.2091	0.0829	0.1262	265.0
	40	36.62	0.1908	0.0829	0.1078	258.8
	45	33.71	0.1756	0.0829	0.0927	250.2
	50	31.27	0.1629	0.0829	0.0800	239.9
	55	29.19	0.1521	0.0829	0.0691	228.2
	60	27.40	0.1427	0.0829	0.0598	215.3

Return Period	Tc (min)	Intensity (mm/hr)	Developed Flow (Q) (m <sup>3</sup> /s)	Allowable Release Rate (Q <sub>2yr</sub> )	Net Runoff to be Stored (m <sup>3</sup> /s)	Storage Volume Required (m <sup>3</sup> )
100 year	10	172.68	0.5466	0.0829	0.4637	278.2
	20	123.48	0.7818	0.0829	0.6989	838.6
	23.6	112.34	0.8393	0.0829	0.7563	1070.9
	30	97.06	0.7252	0.0829	0.6422	1156.0

	40	80.44	0.6009	0.0829	0.5180	1243.2
	50	68.94	0.5151	0.0829	0.4321	1296.4
	60	60.50	0.4520	0.0829	0.3690	1328.5
	70	54.01	0.4035	0.0829	0.3206	1346.3
	80	48.86	0.3650	0.0829	0.2821	1353.9
	90	44.66	0.3337	0.0829	0.2507	1353.9
	100	41.18	0.3076	0.0829	0.2247	1348.1

Based on the above tables, the maximum total volume of water that needs to be stored is 1354 m<sup>3</sup>, based on the 100 year return period.

### 5.9 Available Storage

The proposed storm water management system for this site is somewhat unconventional. Instead of designing an outlet pipe size and outflow, we are utilizing the existing 8 inch diameter pipe that drains the entire site of approximately 25 acres, which includes buried field drainage tile piping, which were installed in 2011. Since it is preferred not to increase this outlet pipe, and the outlet flow to the Colchester Townline Drain cannot be increased, the design of the storm water management plan for the proposed truck parking lot of approximately 7 acres has three parts, which are detailed on Drawings S1 to S3, and includes the following:

1. The proposed parking lot will store approximately 20,350 ft<sup>3</sup> (575 m<sup>3</sup>) (see attached SWM calculations) with the drainage piping within the proposed parking area being undersized to better utilize the actual available storage volume over the entire lot. There are 2 drainage zones for the parking area.
2. Each zone will drain into a proposed common irrigation pond located at the north end of the parking lot (Drawing S2). This pond can be used to irrigate nearby agricultural fields and will be capable of storing approximately 28,000 ft<sup>3</sup> of water (690 m<sup>3</sup>).
3. This pond will have 2 pumps with a total capacity of 0.015 m<sup>3</sup>/s (0.53 cfs) and will not exceed the portioned rate of the total allowable discharge rate determined for the parking area proposed to be developed (0.083 m<sup>3</sup>/s, 2.92 cfs,). Pumping will be done during off peaks times, with the system having the ability to pump the irrigation pond dry if desired. The capacity of the existing outflow pipe, which services the entire 10.12 ha (25 acre property) was determined to be 0.056 m<sup>3</sup>/s (2 cfs). The pumped outflow from the irrigation pond will discharge upstream of this existing outlet pipe so that the total allowable outflow of 0.293 m<sup>3</sup>/s (10.3 cfs) for the entire site is not exceeded.

Available Piping Storage

$$\text{Storage} = (3.14)(0.15 \text{ m})^2(61 \text{ m}) + (3.14)(0.20 \text{ m})^2(61 \text{ m}) + (3.14)(0.25 \text{ m})^2(61 \text{ m}) + (3.14)(0.30 \text{ m})^2(148 \text{ m})$$

$$\text{Storage} = 65 \text{ m}^3$$

Available Parking Lot Storage

$$\text{Storage} = 8 * [(34 \text{ m})(13.8 \text{ m})(0.3 \text{ m})/3] + 4 * [(34 \text{ m})(9.0 \text{ m})(0.3 \text{ m})/3]$$

$$\text{Storage} = 505 \text{ m}^3$$

Available Irrigation Pond Storage

$$\text{Storage} = 54.8 \text{ m}[(7.3 \text{ m})(1.8 \text{ m})/2] + 54.8 \text{ m}[(7.3 \text{ m})(1.8 \text{ m})/2] + (1.8 \text{ m})(0.6 \text{ m})(54.8 \text{ m})$$

$$\text{Storage} = 795 \text{ m}^3$$

$$\text{Total Available Storage} = 1365 \text{ m}^3$$

**6.0 Summary of Storage Provided**

Storm Event	Release Rate	Required Storage	Available Storage
2 Year	0.0829 m <sup>3</sup> /s	267.5 m <sup>3</sup>	1365 m <sup>3</sup>
100 Year	0.0829 m <sup>3</sup> /s	1353.9 m <sup>3</sup>	1365 m <sup>3</sup>

**7.0 Conclusions**

The storm water quantity for a 1:100 year storm has been checked to ensure that the determined volume can be stored on this site, according to the proposed design plans and grades (Drawings S1 to S3 and SWM calculations). As designed, the maximum elevation of water to be stored on this site does not exceed 300 mm (12") above the top of the catchbasins as per the Windsor Essex Stormwater Management Manual requirements. The elevation of the berm around the perimeter of the property shall be a minimum of 300 mm (12") above the grade at the edge of the proposed parking lot, which exceeds the grade of 300 mm (12") of water depth above the top elevation of the catchbasins such that waters cannot drain onto neighbouring properties. Storm events in excess of the 1:100 year storm and higher intensity rains, such as occurred on August 28, 2017, may cause flooding above the 300 mm (12") amount as noted above, but waters will be contained within your property.

We understand that any water that comes off of County Road 8 is to be directed into the existing municipal storm drainage system, not affecting this development's storm water system.

As per the Windsor Essex Stormwater Management Manual requirements, we determined the design of the storm sewer based on the 1:2 year storm event with a 23.6 minute time of concentration and a pre-development runoff coefficient (C) of 0.2. The

June 24, 2019

pipes were downsized to utilize storage within the proposed parking lot and an irrigation pond will be constructed at the north end of the property, as shown on Figure 2. Water collected in the area between the property line and the proposed parking lot to the north will be routed to and flow into the irrigation pond by gravity. Water from within the irrigation pond will be pumped to the existing outlet pipe to the Colchester Townline Drain, located west of the proposed parking lot, as shown in Drawing S1. We trust that this is the information you require.

Please call if we can be of any additional assistance to you in this matter.

Yours truly,  
Chall.Eng. Corporation,  
Consulting Engineers



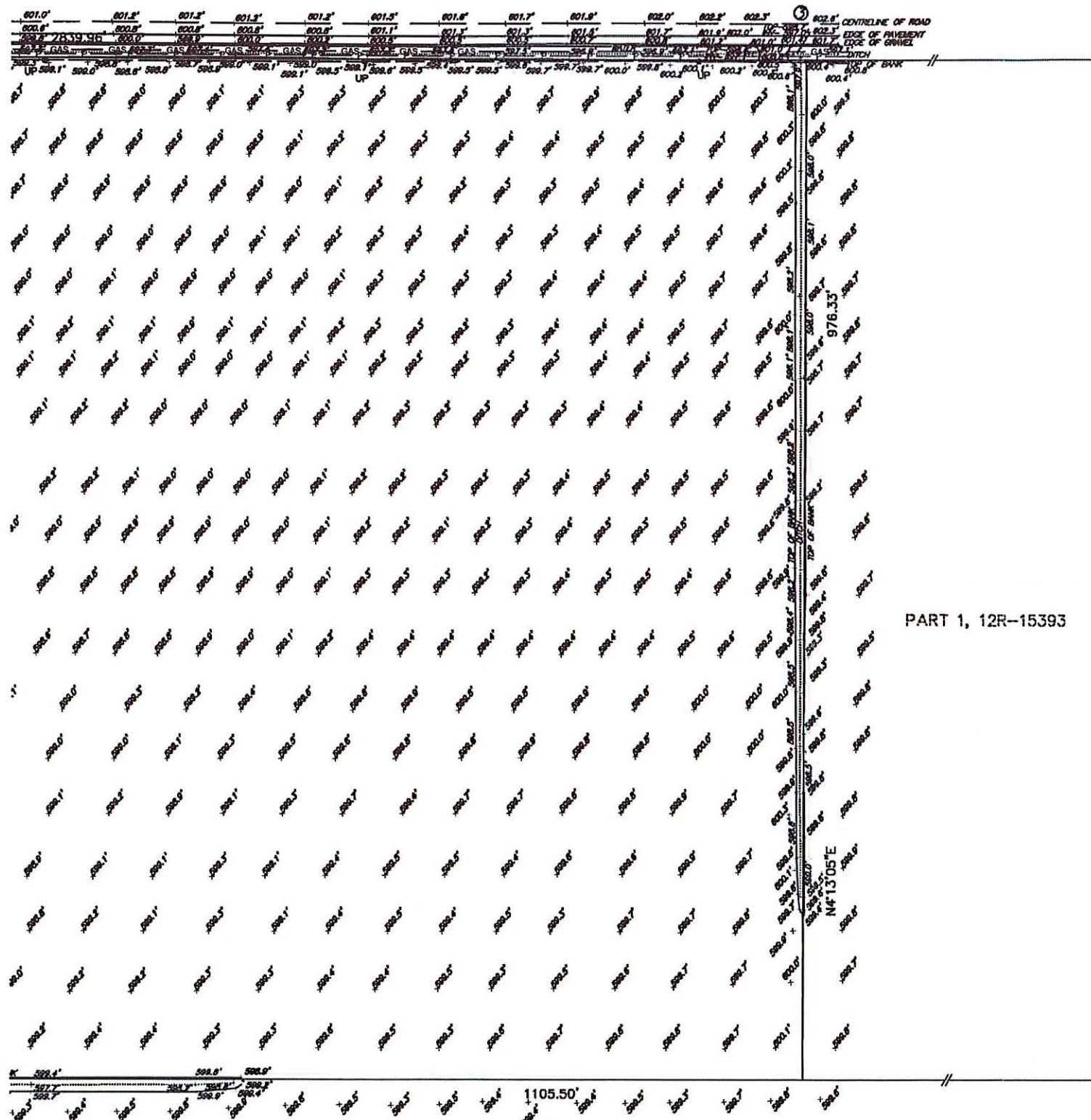
Jennifer Di Domenico, M.A.Sc., P. Eng.,  
Project Manager



H. Richard Patterson, M.A.Sc., P.Eng.,  
President

Encl: Drawings (3)





ROAD ALLOWANCE BETWEEN CONCESSIONS 7 & 8

PART 1, 12R-15393

**PLAN TO SHOW SITE FEATURES**  
 OF  
**PART OF LOT 14**  
**CONCESSION 7**  
 IN THE GEOGRAPHIC TOWNSHIP OF ANDERDON  
 TOWN OF AMHERSTBURG  
 COUNTY OF ESSEX, ONTARIO  
 CLARKE SURVEYORS INCORPORATED - 2018  
 SCALE : 1" = 100'



"IMPERIAL" DISTANCES & COORDINATES SHOWN ON THIS PLAN ARE FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048

**BENCH MARK**  
 ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE SOKKIA POWERNET NETWORK WINDSOR LOCATION WITH AN ELEVATION OF 624.61'.

**LEGEND**

- |                       |                             |      |                |
|-----------------------|-----------------------------|------|----------------|
| ○ MH                  | DENOTES MANHOLE             | ✦ FH | DENOTES FIRE I |
| CB                    | DENOTES CATCHBASIN          | ✦ WM | DENOTES WATER  |
| INVT                  | DENOTES INVERT              | ✦ WV | DENOTES WATER  |
| LS                    | DENOTES LIGHTSTANDARD       | ✦ GM | DENOTES GAS I  |
| UP                    | DENOTES UTILITY POLE        | ✦ GV | DENOTES GAS I  |
| BP                    | DENOTES BELL PEDESTAL       | TR   | DENOTES TRAFF  |
| GW                    | DENOTES GUY WIRE            | TRW  | DENOTES TRAFF  |
| GP                    | DENOTES GUY POLE            | MB   | DENOTES MAILB  |
| TOC                   | DENOTES TOP OF CURB         | DT   | DENOTES DECID  |
| BOC                   | DENOTES BOTTOM OF CURB      | CT   | DENOTES CONIF  |
| ---                   | DENOTES ABOVEGROUND UTILITY |      |                |
| ---                   | DENOTES UNDERGROUND UTILITY |      |                |
| ---                   | DENOTES SANITARY SEWER      |      |                |
| ---                   | DENOTES STORM SEWER         |      |                |
| - P - P - P - P - P - | DENOTES BELL LINE           |      |                |

**"CAUTION"**  
 UNDERGROUND UTILITIES AND SERVICES SHOWN ON THIS PLAN ARE COMPILED FROM DRAWINGS PROVIDED BY THE MUNICIPALITY AND UTILITY COMPANIES. THEY ARE FOR REPRESENTATION PURPOSES ONLY AND ARE NOT VERIFIED BY SURVEY. CLARKE SURVEYORS INC. DOES NOT CERTIFY THE ACCURACY OF UNDERGROUND SERVICES AND RECOMMENDS THEY BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION.

SCHEDULE "E" TO BY-LAW 2019-102

Philip Bezaire  
 Pamela Bezaire  
 Derek Bezaire  
 Joel Bezaire  
 Clerk- Paula Parker  
 Mayor-Aldo DiCarlo

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<p><b>CLARKE SURVEYORS INCORPORATED</b>  <small>www.clarkesurveyors.com        Established 1970</small></p>	<p>Ontario Land Surveyors        Consulting Surveyors        2535 Lesperance Road        Tecumseh, Ontario        N8N 2X1        Ph. (519) 258-4166        Fax (519) 735-2155        Toll Free: 1-888-735-4166</p>	<p>ASSOCIATE COMPANY  <b>MACKAY MACKAY &amp; PETERS LIMITED</b>  <small>Established 1908        BURLINGTON AND HAMILTON ONTARIO</small></p>	<table border="1"> <tr> <td>DRAWN BY</td> <td>KB</td> </tr> <tr> <td>CHECKED BY</td> <td>KRB</td> </tr> <tr> <td>JOB NO.</td> <td>34922-01</td> </tr> <tr> <td>FILE</td> <td>L-AND-7-14</td> </tr> <tr> <td>PLAN FILE</td> <td>2018DAT2</td> </tr> </table>	DRAWN BY	KB	CHECKED BY	KRB	JOB NO.	34922-01	FILE	L-AND-7-14	PLAN FILE	2018DAT2
	DRAWN BY	KB											
	CHECKED BY	KRB											
	JOB NO.	34922-01											
FILE	L-AND-7-14												
PLAN FILE	2018DAT2												
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<p>CLARKE SURVEYORS INCORPORATED</p>													
<p>CLARKE SURVEYORS INCORPORATED</p>													

**Jennifer Di Domenico**

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**Tom Gutpell, C.E.T.**

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

Essex, Ontario N8M 1Y6

519-776-5209 Extension 344

[tgutpell@erca.org](mailto:tgutpell@erca.org)



**RC SPENCER ASSOCIATES INC.**  
C o n s u l

SCHEDULE "D" TO BY-LAW 2019-102

Philip Bezaire

Famela Bezaire

3 January 2018  
File No. 17-727

Joel Bezaire

Derek Bezaire

**3000nine Consulting Inc.**  
4179 Roseland Dr. East  
Windsor, ON N9G 1Y6

TOWN OF AMHERSTBURG

Attn: Joel Bezaire

Mayor-Aldo DiCarlo

Clerk- Paula Parker

**Re: Traffic Study for Truck Storage Facility on County Road 8**

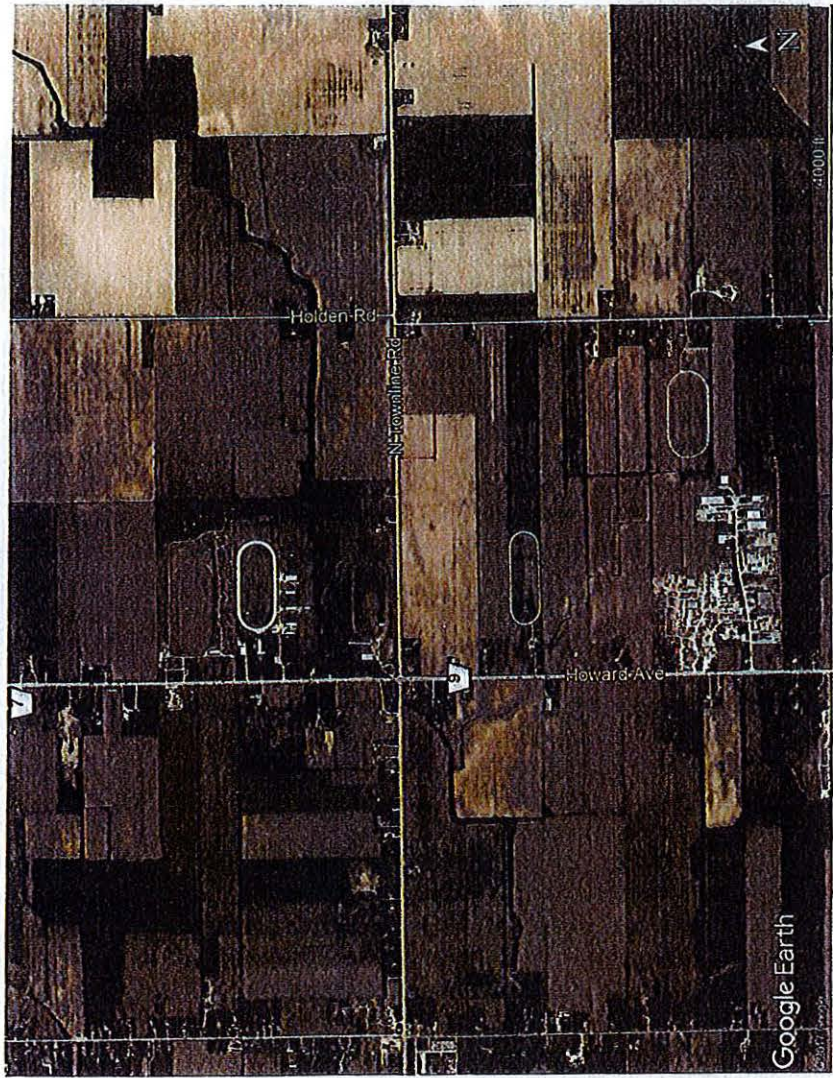
Dear Joel:

This letter is further to our discussions concerning your proposed development of a truck storage facility on County Road 8, just east of Howard Avenue (County Road 9). The area of the development is illustrated on Figure 1.

The Truck Storage Facility itself is proposed to be an open parking lot for transport trucks, trailers or boats and would initially have a capacity of approximately 60 vehicles, to be doubled to up to 120 in the future. Figure 2 illustrates the proposed layout with a single access point to County Road 8.

County Road 8 has an Annual Average Daily Traffic count of 4611 vehicles per day based on 2016 counts (total two way traffic). For a two lane arterial road this value is in the lower range and allows that plenty of capacity is available for any additional traffic volumes. For a storage use, regular peak hour traffic is not anticipated, but rather intermittent use of the site throughout the day. Accordingly, no impact may be anticipated at the signalized intersection of County Road 8 at Howard Avenue (County Road 9). For example, if the site turned over 50% of the capacity over a 24 hour period, that would amount to a total of 60 vehicles in and out per day, or 6 in or out during a peak traffic hour. These volumes would not be noticed in the traffic stream at the noted intersection.

A greater concern in this location is to ensure that safe sight lines exist such that traffic movements in and out of the site may be made safely. Accordingly, an intersection sight line analysis has been carried out in accordance with the Transportation Association of Canada Geometric Design Guide for Canadian Roads as summarized on the attached tabular calculations. The results are portrayed on Figure 3, for vehicles leaving the site by way of a left turn (211m required), and by means of a right turn (189m required). Both situations have adequate space for the movement to be made without impeding traffic on County Road 8.



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 GOOGLE  
 2007

PROJECT NO.		TRUCK STORAGE FACILITY (COUNTY RD. 8)		17-277	
DATE		DATE		DATE	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
1		1		1	
2		2		2	
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4		4		4	
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6		6		6	
7		7		7	
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49		49		49	
50		50		50	

AREA PLAN

**17-727: Proposed County Road 8 Truck Parking Sight Line Analysis**

**Design Intersection Sight Distance (TAC Geometric Design Guide for Canadian Roads)**

**Design Speed: Posted 80km/h**

**Table 9.9.3: Time Gap for Case B1, Left Turn from Stop**

Design Vehicle	Time Gap ( $t_g$ )(s) at Design Speed of Major Road
Passenger car	7.5
Single-unit truck	9.5
Combination truck (WB 19 and WB 20 )	11.5
Longer truck	To be established by road authority

$$\text{Intersection Stopping Distance (ISD)} = 0.278 V_{\text{major}} t_g$$

Where:

- ISD = intersection sight distance (m)  
(length of the leg of sight triangle along the major road)
- $V_{\text{major}}$  = design speed of the major road (km/h)
- $t_g$  = time gap for minor road vehicle to enter the major road (s)

$$\text{ISD}_{\text{single-unit truck (left turn from stop)}} = 0.278 \times 80 \times 9.5 = 211 \text{ m}$$

**Table 9.9.5: Time Gap for Case B2—Right Turn from Stop and Case B3—Crossing Maneuver**

Design Vehicle	Time Gap ( $t_g$ )(s) at Design Speed of Major Road
Passenger car	6.5
Single-unit truck	8.5
Combination truck (WB 19 and WB 20 )	10.5

$$\text{ISD}_{\text{single-unit truck (right turn from stop)}} = 0.278 \times 80 \times 8.5 = 189 \text{ m}$$



**ENTRANCE  
& OTHER MISCELLANEOUS WORKS  
PERMIT**

Permit No.		
E	-	2019 - 056
yyyy		No.

Date		
2019	05	23
yyyy	mm	dd

**APPLICATION IS HEREBY MADE TO (CHECK ONE OF THE FOLLOWING TO PROPOSED WORK)**

- |   |  |
|---|--|
| <input type="checkbox"/> CONSTRUCT AN UNPAVED ENTRANCE            | <input checked="" type="checkbox"/> CONSTRUCT A PAVED ENTRANCE |
| <input type="checkbox"/> CONSTRUCT CURBS, CUT CURBS               | <input type="checkbox"/> PAVE AN EXISTING ENTRANCE             |
| <input type="checkbox"/> CHANGE THE DESIGN OF AN ENTRANCE         | <input type="checkbox"/> CHANGE THE LOCATION OF AN ENTRANCE    |
| <input type="checkbox"/> CHANGE THE CLASSIFICATION OF AN ENTRANCE | <input type="checkbox"/> OTHER                                 |

**DESCRIPTION AND LOCATION OF PROPERTY  
(EXACT LOCATION OF NEW ENTRANCE MUST BE STAKED OUT)**

LOT No: 14	ROAD No: 8	LOCATION: East of conc. Rd. 8
REG. PLAN: _____	SIDE OF ROAD: South	MUNICIPALITY: AMHERSTBURG
CONC: 7	ROAD NAME: 7981 County Rd.8	

**CONDITIONS**

It is understood that all works will be constructed, altered, maintained or operated at the expense of the undersigned and that work must not be begun before a permit has been issued by the County Engineer. The issuance of a permit by the Engineer does not relieve the holder of the responsibility of complying with relevant bylaws, municipal regulations, and requirements of other regulatory agencies.

All works must be completed in accordance with the requirements of the County of Essex before the expiry date shown on the form or the deposit will be forfeited. Any defective conditions must be corrected to the satisfaction of the County Engineer who may, in the interest of the protection of the public, direct immediate repairs or removal of the works by County forces at the expense of the Applicant.

Each entrance or miscellaneous works must be designed, constructed, and maintained in a manner that prevents surface water from the entrance and/or the adjoining property from being discharged onto the roadway.

NAME OF OWNER: Joel, Phil, Pam Bezaire	PHONE NO. (HOME) 519-792-4988
ADDRESS: 7981 Howard Ave. (STREET, CITY, PROV., POSTAL CODE)	PHONE NO. (WORK) _____
AMHERSTBURG, ON., N0R 1J0	joel@townlineparking.ca

**FORM TO BE COMPLETED TO THIS LINE BY APPLICANT**

**DEPOSIT RECORD**

FEE:	\$250.00	On Line	
DEPOSIT:	\$1000.00		
TOTAL RECEIVED:	\$1250.00		



**ENTRANCE  
& OTHER MISCELLANEOUS WORKS  
PERMIT**

Permit No.		
E	-	2019 - 056
		yyyy No.

Date		
2019	05	23
yyyy	mm	dd

**APPROVAL & INSTRUCTIONS (EXISTING ROADSIDE DRAINAGE SYSTEM AND REMARKS)**

- MUNICIPAL DRAIN:  
(NAME) \_\_\_\_\_
- ROAD DITCH:  
(PIPE REQUIRED)                      40'                      24"                      **CSP or HDPE**
- PIPE LENGTH                      PIPE DIAMETER                      PIPE MATERIAL
- TILE OR SEWER                       CURB AND GUTTER

**Additional Conditions/Remarks:**

Construct access as per Call.Eng drawings, CSAS-23 with asphalt apron, SK-15.

Call 519-776-6441 when access is complete including for final inspection

**Permit Approved by (Print):** Terri Marentette

**Signature:**

**Date:** May 23, 2019

**SCHEDULE "F" TO BY-LAW 2019-102**

Philip Bezaire                      Pamela Bezaire

Joel Bezaire                      Derek Bezaire

**TOWN OF AMHERSTBURG**

Mayor-Aldo DiCarlo                      Clerk- Paula Parker