

4009 (2016)

Site Plan Agreement
Aiva Properties Ltd.
105 Highway 20 East (Regional Road 20)

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THIS AGREEMENT made this 18th day of June, 2018 A.D.

BETWEEN:

AIVA PROPERTIES LTD.

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule 'A' attached hereto (the "Lands");

AND WHEREAS the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

AND WHEREAS the Owner is looking forward to develop the parcel to a residential and commercial use in accordance with Schedule 'C-G' attached hereto, being a Site Plan filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said construction subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. Definitions

In this Agreement:

- (a) **Chief Building Official** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **Clerk** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **Council** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **Director of Community Planning & Development** shall mean the Director of Community Planning & Development of the Corporation of the Town of Pelham.
- (e) **Director of Corporate Services** shall mean the Director of Financial Services of the Corporation of the Town of Pelham.
- (f) **Director of Public Works** shall mean the Director of Public Works of the

Corporation of the Town of Pelham.

- (g) Facilities and Works shall mean and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.
- (h) Lands shall mean the lands described in Schedule 'A' attached hereto.
- (i) Professional Engineer shall mean a Professional Engineer registered in good standing with the Association of Professional Engineers.
- (j) Surveyor shall mean an Ontario Land Surveyor registered in good standing with the Association of Ontario Land Surveyors.

2. General Provisions

- (a) The Owner shall develop and maintain the Lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.
- (b) Unless the context otherwise requires, where the Owner is obligated by this Agreement or the approved plans to make any payments or install, construct, or carry out any services or action, the provisions therefore contained herein shall be deemed to include the words, "at the sole expense of the Owner".
- (c) This Agreement and everything contained herein shall ensure to the benefit of, and be binding upon the successors and assigns of the parties hereto, and upon those persons and / or corporations hereafter acquiring title to all or any part of the subject lands.
- (d) The Owner shall perform any and all construction and installation of works on the Lands and any off-site works in accordance with the terms and conditions contained herein and as shown on Schedule 'C-G' attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (e) The Owner shall not perform any construction or installation on the Lands except in accordance with the terms and conditions contained herein and shown on said Schedule 'C-G' attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (f) The Owner shall maintain and keep in good repair driveways and access servicing the buildings located in the development.
- (g) The Owner shall keep all construction access routes free and ensure that adequate dust control, mud tracking and debris control measures are carried out during the site's development.
- (h) During construction, the Owner shall ensure all construction related vehicles that are not carrying out the works are parked on the subject lands and are not parked within the municipal road allowance.
- (i) All delivery / construction trucks taking materials from the subject lands included within this Agreement shall be adequately covered and not

unreasonably loaded so as to scatter refuse, rubbish, dust or debris on neighbouring properties or public roadways.

- (j) Should deeply buried archaeological remains / resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture & Sport and the Owner's archaeology consultant shall be notified immediately. In the event that human remains are encountered during construction, the Owner shall immediately notify the Police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services, the Ministry of Tourism, Culture & Sport and the Owner's archaeology consultant.
- (k) The Owner grants to the Town, its servants, agents, and assigns permission to enter upon the Lands for the purpose of inspection of any Facilities and Works referred to in this Agreement and for the purpose of the completion of any Facilities and Works in accordance with this Clause and this Agreement.
- (l) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance, or existence of any Facilities and Works done by the Owner, its contractors, servants or agents on the Lands or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required Facilities and Works in accordance with this clause and this Agreement.
- (m) The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant, and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.
- (n) In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the subject lands, then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the lands as a development or part thereof unless and until a new Agreement in the same form, mutatis mutandis, as this Agreement has been entered into with the Town.
- (o) Any lands required to be conveyed by the Owner in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and trash, and the Owner shall complete all services for the lands in accordance with the terms of this Agreement.
- (p) Should the development be phased, the Owner shall be required to construct all on-site works including driveway accesses, infrastructure and parking required to service the phase.
- (q) Notwithstanding the provisions of this Agreement, the Owner shall be subject to all of the Town's By-laws and all Provincial and Federal government statutes and / or regulations and amendments thereto affecting the site's development and installation of municipal services.

3. Design & Supervision of Construction of Services

(a) The Owner shall employ, at its cost, a competent and qualified Professional Engineer consultant approved by the Director of Public Works to:

- i. Carry out all soil investigations required by the Director of Public Works;
- ii. Design all of the works required to be completed in this Agreement;
- iii. Provide the Director of Public Works with an estimate of the costs of design, construction and maintenance of all works to be constructed under this Agreement to be used as the basis for determining the amount of security to be posted by the Developer prior to execution of this Agreement to guarantee the construction and maintenance of all works required under this Agreement;
- iv. Prepare engineering drawings that include plans, profiles and specifications for the works and to submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to the installation or construction of such works;
- v. Submit to the Director of Public Works the detailed plans for signing and also provide two (2) sets of full-sized, signed hard copies and two (2) sets of signed hard copies reduced to 11"x17" size;
- vi. Obtain, in conjunction with the Town, all of the necessary approvals prior to installation or construction of the works;
- vii. Call tenders for the installation and construction of the works;
- viii. Obtain the approval from the Director of Public Works of the contractor employed to install or construct the works;
- ix. Provide full-time resident supervision, inspection and contract administration of all works within the municipal road allowance covered by this Agreement; or in the event that full-time inspection cannot or is not provided, the Town will provide inspection services at a per diem rate of \$1100.00 per day;
- x. Provide the Director of Public Works, or designate, 48 hours of notice prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
- xi. Have a pre-construction meeting with the Director of Public Works, or designate, prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
- xii. Maintain all of the records of the installation or construction of the works and submit a copy of the same to the Director of Public Works;
- xiii. Obtain from the Director of Public Works, the details regarding the form and scale of these drawings prior to their presentation;
- xiv. Provide the Director of Public Works with individual record sheets illustrating location & depths for all sanitary sewer, storm sewer and water services;
- xv. Provide building levels for construction purposes as hereinafter provided;
- xvi. Furnish the Director of Public Works with the preliminary lot grading certificate for the subject lands; and
- xvii. Provide the Town with the final lot grading certificate.

(b) The Owner shall not install works prior to a receipt in writing from the Director of Public Works of the detailed plans and specifications therefor.

- (c) All of the works to be installed or constructed under this Agreement shall be installed or constructed under the direct supervision of the Owner's consulting Professional Engineer.
- (d) The Owner shall not close / restrict any public roadway prior to receipt in writing from the Director of Public Works for such activity. In the event that construction works require lane restrictions and / or full closures, a minimum of 48 hours of notice must be given to the Director of Public Works. In addition, the Owner must submit a traffic management plan and is responsible for notification of all affected emergency and non-emergency agencies.

4.

Grading

- (a) The Owner shall have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed site drainage plan for the site, said Plan to clearly indicate the existing drainage pattern on all adjacent Lands originally flowing through, into, or over the area of the site, to the street storm sewer system or other outlet approved by the Director of Public Works. This Plan, attached hereto as Schedule 'E', shall be approved by the Director of Public Works prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the Director of Public Works.
- (b) The Owner shall submit, upon completion of Facilities and Works, a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule 'E' to this Agreement have been complied with.
- (c) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings or services contemplated herein on the said Lands.
- (d) The Owner shall provide his Design Engineer's verification that all grading, drainage, and servicing provisions have been installed in conformance with the approved civil plans, prepared by Hallex Engineering Ltd., dated June 6, 2018, attached hereto as Schedule 'E'. The Owner shall provide a copy of the Design Engineer's verification to the Town.

5.

Sanitary Sewer System

- (a) The Owner shall at its own expense and forever maintain all necessary sanitary sewer connections necessary to serve the development; and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.
- (b) The Owner shall comply with the Region's current Sewer Use By-law #27-2014 which regulates discharges to sanitary and storm sewer systems.
- (c) The Owner must confirm with the Region where the sanitary connection will be for the 6-storey mixed-use building.
- (d) Domestic wastewater from the proposed buildings shall be discharged into

the sanitary sewer system through a drain connected via the sanitary sewer lateral shown on Schedule 'E'.

- (e) The Owner shall construct a 200mmØ sanitary sewer connected to the street main located on Highway 20 East for the purpose of servicing the mixed-use building. This will also include the installation of a 1200mmØ manhole at property line.
- (f) The Owner shall construct a 200mmØ sanitary sewer connected to the street main located on Highway 20 East for the purpose of servicing the townhouses. This will include the installation of a 1200mmØ manhole at property line.
- (g) The Owner shall provide the Director of Public Works with as-built drawings showing the as-constructed location and elevations of all sanitary sewer system components within the public right-of-way.

6.

Water Supply

- (a) The Owner shall, at its own expense, forever maintain all necessary connections and all internal water supply services necessary to serve the development.
- (b) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall **ONLY** be carried out by Town Staff certified in accordance with Ontario Regulation 128/04.
- (c) The Owner shall comply with the provisions of the *Ontario Water Resources Act and Safe Drinking Water Act* and amendments thereto and all regulations thereunder, on all internal water supply services, which said Act and regulations shall be enforced by the Town.
- (d) The Owner shall replace the existing 300mmØ watermain located on Station Street as shown on Schedule 'E'. The replacement shall be in accordance with the Pelham Engineering Standards, as amended, and the Pelham Drinking Water Works Permit & License.
- (e) The Owner shall construct one 200mmØ water service to the mixed-use building from the street main to property line, as shown on Schedule 'E'. The water service shall be in accordance with the Pelham Engineering Standards, as amended, and the Pelham Drinking Water Works Permit & License.
- (f) The Owner shall construct one 150mmØ water service to the townhouses from the street main to property line, as shown on Schedule 'E'. This shall include a 150mmØ Neptune High Performance Protectus 3 fire services meter with RF remote radio in accordance with the Pelham Engineering Standards, as amended, and the Pelham Drinking Water Works Permit & License.
- (g) The Owner shall provide the Director of Public Works with as-built drawings showing the as-constructed location and elevations of all water service system components within the public right-of-way.

7. Storm Sewer System

- (a) The Owner shall undertake the installation, repair, and perpetual maintenance of the private storm water system as identified in the Civil Plans, prepared by Hallex Engineering Ltd., dated June 6, 2018, attached hereto as Schedule 'E', and approved by the Director of Public Works.
- (b) The Owner is responsible for annual inspections and maintenance of the underground storm chamber to ensure inlets are not plugged and remain functioning.
- (c) The Owner shall construct and install all erosion measures as shown on Schedule 'E' for the outlet of the proposed storm system into the existing ditch.
- (d) The Owner shall provide the Director of Public Works with as-built drawings showing the as-constructed location and elevations of all storm sewer system components within the public right-of-way.

8. Roads & Access

- (a) The Owner shall dedicate the proposed road widening illustrated on Master Site Plan, 2017 (SP1) from ACK Architects, issuance date July 13, 2017 (attached), to the Regional Municipality of Niagara along the frontage of Regional Road 20 (Highway 20 East) prior to the issuance of a building permit to the satisfaction of the Niagara Region free and clear of any encumbrances.
- (b) The Owner is responsible for the costs associated with the installation of the on-street (parallel) parking spaces flanking Station Street.
- (c) The Owner shall obtain Regional Construction Encroachment, Entrance and Sign Permits from the Permits section of the Niagara Region Transportation Services Division prior to any construction taking place within Regional Road 20 (Highway 20 East) road allowance.
- (d) The Owner shall, at its own expense, restore all trench excavations within the roadway as per Town Standards. All road restorations shall take place no later than two (2) weeks after complete installation. No temporary measures will be permitted. The Owner shall also restore any curb cuts and/or reinstate with topsoil and nursery sod the boulevards within the Town Road Allowance as per Town standards.
- (e) The Owner shall install the new sidewalks / multi-use path first, and then remove the existing sidewalks in accordance with Schedule 'C' & 'E' to the satisfaction of the Niagara Region and Town. The removal of the existing sidewalk along Highway 20 is to be coordinated with the construction of the new multi-use trail to avoid any long term public delays during these works.
- (f) The Owner shall locate all private signs within the Owner's Lands in accordance with the Site Plan attached as Schedule 'C'. This includes the three (3) 'STOP' signs and 'Fire Route' signs. A Town Sign permit must be

obtained from the Fire & By-law Services Department.

9. Landscaping & Trees

- (a) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the Lands not required for buildings, parking or roads in accordance with the approved Landscape Plan prepared by James McWilliam Landscape Architect, dated May 11, 2018, attached hereto as Schedule 'F'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning & Development.
- (b) The Owner shall ensure all hedges planted along the Station Street and Highway 20 frontage be maintained so as not to ever exceed 4 feet (1.22m) in height, in accordance with Pelham Fence By-law No.1034 (1985).
- (c) The Owner agrees to install appropriate sediment and erosion control fencing prior to the commencement of construction and maintain it in good condition until all construction is complete and all areas are revegetated.
- (d) The Owner shall receive Regional staff approval prior to planting the proposed trees in the Regional Road allowance.
- (e) The Owner shall enter into an *Encroachment Agreement* and/or a *Maintenance Agreement* with the Region regarding any landscaping features located within the Regional Road allowance. A copy of any such Agreement shall be provided to the Town.

10. Waste Collection

- (a) The Owner shall at all times provide adequate collection and disposal of garbage, recyclables and sanitary refuse.
- (b) The Owner shall, at each outdoor waste receptacle location, include attached recycling unit bins, in accordance with the Landscape Plan.
- (c) The following warning clause shall be inserted in all offers and agreements of purchase & sale or lease for each townhouse dwelling unit to survive closing:

"Purchasers / Tenants are advised that waste collection for the townhouse development will be provided by the Niagara Region through curbside collection, containers must be placed at the entrance located on the shared private road or assigned waste collection pad and each container marker with the appropriate unit number."

- (d) The following warning clause shall be inserted in all offers and agreements of purchase & sale or lease for each unit of the 6-storey mixed-use building to survive closing:

"Purchasers / Tenants are advised that due to the waste collection limits for the commercial / residential building, waste collection will be provided by the condominium corporation through a private contractor and not the Region."

- (e) Prior to the commencement of waste collection services a properly executed

Indemnity Agreement shall be submitted by private property owner(s) or a property management company with signing authority for the proposed townhouse blocks and the mixed-use building.

11. Easements / Rights-of-Way

- (a) The Owner shall, in words satisfactory to Bell Canada, grant to Bell Canada any easements that may be required, which may include a blanket easement for communications / telecommunications infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
- (b) In the event any easements are required by Enbridge Gas to service the development, the Owner shall provide these to Enbridge Gas Distribution at no cost.

12. Photometry

- (a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed as to deflect from adjacent buildings and streets.
- (b) The Owner shall, at its own expense, provide exterior lighting in accordance with the Photometric Plans prepared by Hallex Engineering Ltd., dated November 23, 2017, attached hereto as Schedule 'G'.
- (c) Final changes to the Photometry Plan will be provided (with respect to the outdoor piazza), prior to building permit of the mixed-use building subject to the approval of the Director of Community Planning & Development.

13. Noise

- (a) The Owner shall implement the recommendations contained in the "Noise Feasibility Study" (HGC Engineering – dated December 14, 2016) for central air conditioning, upgraded building and glazing/window construction for the apartment units to meet MOECC guidelines.
- (b) The following warning clause shall be inserted in all offers and agreements of purchase & sale or lease for each residential apartment dwelling unit to survive closing:

"Purchasers / Tenants are advised that sound levels due to road traffic may occasionally be audible to the occupants of this dwelling unit as the sound levels exceed the Ministry of the Environment and Climate Change's noise criteria."

14. Parking, Curbing, Driveways & Sidewalks

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said Lands, paved parking and driveway areas acceptable to the Town.
- (b) The Owner shall perpetually maintain all internal pavement markings which include crosswalks and parking stall / accessible stall markings.

- (c) The Owner shall be responsible for installing and perpetually maintain all "No Parking" signs within the designated Fire Route.

15. Building & Services

- (a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.
- (b) The Owner shall ensure that signs and decorative parapets proposed for the frontages shall not project into the Regional Road allowance, greater than 45cm, please refer to By-law No. 122-2013 Niagara Region Sign By-law Projecting Fascia Signs Part IV #14.
- (c) Prior to building permit issuance, the Owner shall apply for and receive approval from the Town to lift the holding (H) zone provisions.
- (d) The Owner agrees to use fire break measures during the framing stages of the townhouse development to the satisfaction of the Fire Chief.

16. Mail Delivery

The Owner shall complete to the satisfaction of the Director of Public Works and Canada Post the following:

- (a) Include on all offers and agreements of purchase & sale or lease for each unit, a statement that advises:
 - i. That the home / business mail delivery will be from a designated *Centralized Mail Box*.
 - ii. That the Owner is responsible for officially notifying the purchasers of the exact *Centralized Mail Box* locations prior to the closing of any sales.
- (b) The Owner further agrees to:
 - i. Work with Canada Post to determine and provide temporary suitable *Centralized Mail Box* locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place for the remainder of the development site.
 - ii. Install a concrete pad in accordance with the requirements of, and in a location approved by Canada Post to facilitate the *Centralized Mail Boxes*.
 - iii. Identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the development.
 - iv. Determine the location of all centralized mail receiving facilities in cooperation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific *Centralized Mail Facility* locations.
- (c) Canada Post's multi-unit policy, which requires that the Owner provide the centralized mail facility (front-loading lockbox assembly or rear-loading

mailroom [mandatory for 100 units or more]], at their own expense, will be in effect for buildings with a common lobby, common indoor / sheltered space.

17. Administrative & Consulting Costs

The Owner shall pay the Town's reasonable costs (\$2,700 or Two-thousand, seven hundred dollars) in connection with this Agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

18. Deposit for Facilities and Works

(a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to:

- i. 20 % of the estimated cost of completing the on-site Facilities and Works; and
- ii. 100% of the estimated cost of completing the off-site works.

The parties have calculated that the estimated cost for completion to be **\$2,178,010.30** (Two Million, One Hundred and Seventy Eight Thousand, Ten Dollars and Thirty Cents) excluding taxes as set out in Schedule 'B' attached hereto and forming part of this Agreement. Therefore, security in the amount of **\$560,722.06** (Five Hundred and Sixty Thousand, Seven Hundred and Twenty-Two Dollars and Six cents shall be provided to the Town.

(b) The deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Director of Corporate Services and shall be held as security to ensure the completion of the Facilities and Works until such time as the Town permits its release as ordered herein. The deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with the terms of this Agreement.

(c) Upon completion of the Facilities and Works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's Qualified Designer or Professional Engineer, or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest.

(d) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the Facilities and Works required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the Owner has reached the stage where the costs to complete the Facilities and Works is less than the amount of the deposit.

(e) The release of the deposit by the Town does not release the Owner from their obligation to maintain all of the Facilities and Works pursuant to this Agreement.

(f) The Owner agrees that all of the Facilities and Works required to be provided for each phase by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition. An extension of the completion of Works may be considered by the Director of Community Planning & Development.

19. Default

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- i. Enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- ii. Make any payment which ought to have been made by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- iii. Retain any sum of money heretofore paid by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- iv. Bring action to compel specific performance of all or any part of this Agreement for damages; and
- v. Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

20. Covenants

The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said Lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the Lands to and for the Town, its successors and assigns.

21. Registration

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

22. Obligation

This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said Lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this Agreement or any negligence of any such person in the performance of the said obligation.

23. Building Permit

Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a Building Permit required pursuant to the terms of the Agreement or at the time of the execution of this Agreement, whichever is applicable.

The Owner shall pay parkland dedication fees at the time a building permit for the buildings is issued for the Work shown on Schedule 'C-G'.

24. Plans

The Owner agrees that all plans shall be drawn by a Qualified Designer or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

25. Notices

Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at:	Clerk Town of Pelham P.O. Box 400 20 Pelham Town Square Fonthill, ON L0S 1E0
To the Owner at:	Aiva Properties Ltd. 1521 Trinity Drive, Suite 8 Mississauga, ON L5T 1P6
To the Mortgagee at:	MarshallZehr Group Inc. 465 Phillip Street, 206 Waterloo, ON N2L 6C7

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this Section 25. Any notice delivered to the party to whom it is addressed in this Section 25 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

26. Schedules

The originals of the plans set out in Schedule 'C', 'D', 'E', 'F' and 'G' are available at the offices of the Town at the address set out in Section 25.

27. Binding Effect

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

WITNESS

ALVA PROPERTIES LTD.

Jaceli Leeros
(Printed name)

Tony Atzi
(Printed name)

J. Leeros
(Signature)

[Signature]
(Signature)

SEP 7 / 18
(Date)

7 September 2018
(Date)

☒ I have the authority to bind the Corporation'

**THE CORPORATION OF THE TOWN OF
PELHAM**

[Signature]
Mayor Dave Augustyn

[Signature]
Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

Plan 717, Part Block B, RP 59R-15262 Part 1

PIN:
Municipal:
Roll Number:

64063-0446 (LT)
105 Highway 20 East (Regional Road 20)
2732 020 003 12600

SCHEDULE 'B'

Cost Estimates and Security Deposits

Phase 1

On-site	
Grading	\$60,000
Granular Material	\$50,000
Curbing / Sidewalks	\$66,000
Parking / Loading / Driveway Surface	\$127,000
Stormwater Management Facilities	\$310,000
Water / Sewer Facilities	\$400,000
Lighting	\$40,000
Garbage Facilities	\$0
Any other site specific works (e.g. guardrails, retaining walls etc.)	\$9,000
Subtotal	\$1,062,000
Landscaping	
Plant Material	\$37,358
Timber Fence	\$18,600
Metal Fence	\$28,600
Masonry Fence Posts	\$11,000
Sod	\$15,120
Subtotal	\$110,678
	\$110,678 + \$1,062,000 = \$1,172,678
Contingency (15%)	\$175,901.70
Total	\$1,348,579.70

Phase 2

On-site	
Grading	\$10,000
Granular Material	\$15,000
Curbing / Sidewalks	\$50,000
Parking / Loading / Driveway Surface	\$118,000
Stormwater Management Facilities	\$30,000
Water / Sewer Facilities	\$40,000
Lighting	\$24,000
Garbage Facilities	\$0
Any other site specific works (e.g. guardrails, retaining walls etc.)	\$0
Subtotal	\$287,000
Landscaping	
Plant Material	\$26,244
Unit Pavers	\$208,000
Accent Wall	\$16,800
Limestone Curbstone	\$8,500

Sod	\$10,400
Benches	\$7,200
Bike Racks	\$3,200
Waste Receptacles	\$2,000
Water Wall Feature	\$6,000
Bollards	\$6,300
Armourstone Wall	\$3,600
Subtotal	\$298,244
	\$298,244 + \$287,000 = \$585,244
Contingency (15%)	\$87,786.60
Total	\$673,030.60

Off-Site Cost Estimates are as follows:

Grading	\$0
Granular Material	\$10,000
Curbing / Sidewalks	\$17,000
Roadway / Driveway / Parking Surface	\$26,000
Stormwater Management Facilities	\$8,000
Water / Sewer Facilities	\$51,000
Lighting	\$0
Garbage Facilities	\$0
Any other site specific works	\$24,000
Subtotal	\$136,000
Contingency / Engineering (15%)	\$20,400
Total	\$156,400

Securities

Phase 1	20% (\$1,348,579.70)	= \$269,715.94
Phase 2	20% (\$673,030.60)	= \$134,606.12
Off-Site	100% (\$156,400)	= \$156,400

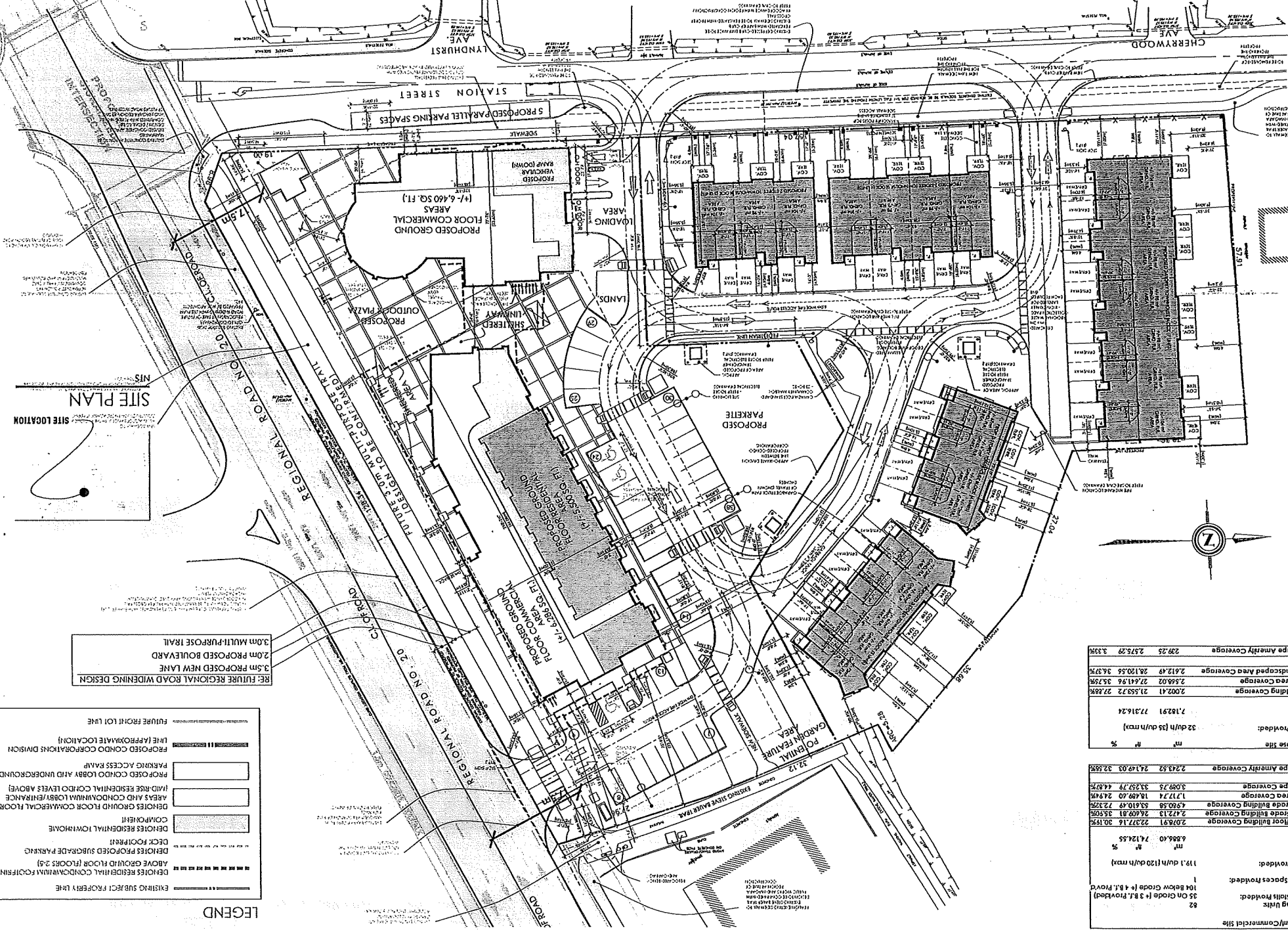
Total = \$560,722.06

In accordance with Section 14 (a) of this Agreement, that the estimated cost for completion shall be in the amount of **\$2,178,010.30** (Two Million, One Hundred and Seventy Eight Thousand, Ten Dollars and Thirty Cents) excluding taxes. Therefore, security in the amount of **\$560,722.06** (Five Hundred and Sixty Thousand, Seven Hundred and Twenty-Two Dollars and Six cents shall be provided to the Town.

Cash Payments	\$2700
Administration	

SCALE: 1:300

SITE PLAN



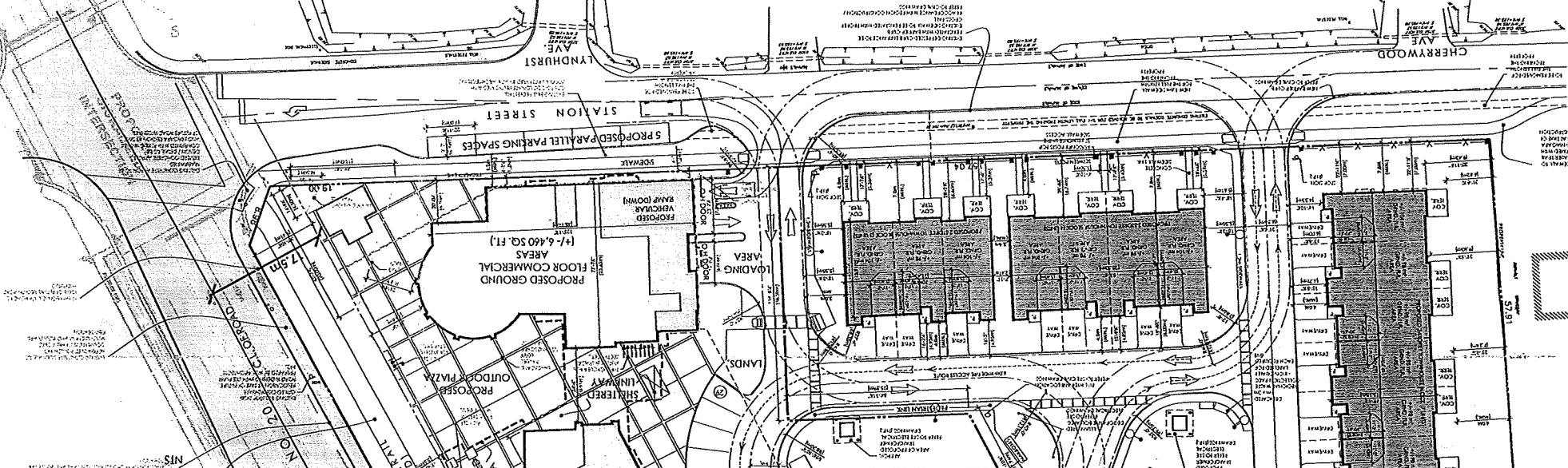
Lot Area	7,102.91	77,316.24
Density Provided:	32 du/h (35 du/h max)	
Total Building Coverage	2,002.41	21,555.22
Total Landscaped Area Coverage	2,612.49	28,120.56
Landscaped Amenity Coverage	239.25	2,575.29

Lot Area	6,906.40	74,124.55
Density Provided:	119.1 du/h (120 du/h max)	
Landscaped Amenity Coverage	2,243.52	24,149.03
Landscaped Area Coverage	3,089.25	33,352.79
Below Grade Building Coverage	1,717.24	18,089.40
Above Grade Building Coverage	2,472.13	26,409.81
Ground Floor Building Coverage	2,070.91	22,077.16

LEGEND

- EXISTING SUBJECT PROPERTY LINE
- DEVELOPER'S PROPOSED SUBGRADE PARKING
- DEVELOPER'S PROPOSED TOWNHOME
- COMPONENT
- DEVELOPER'S PROPOSED COMMERCIAL FLOOR
- AREAS AND CONDOMINIUM LOBBY/ENTRANCE
- PROPOSED CONDO LOBBY AND UNDERGROUND
- PARKING ACCESS RAMP
- PROPOSED CONDO CORPORATIONS DIVISION
- FUTURE FRONT LOT LINE

SITE PLAN



GENERAL NOTES:

1. THE PROJECT IS A MIXED-USE DEVELOPMENT, INCLUDING RESIDENTIAL, COMMERCIAL, AND PARKING AREAS.

2. THE PROJECT IS SUBJECT TO THE FOLLOWING CONDITIONS:

- THE PROJECT SHALL BE DESIGNED TO ACCOMMODATE THE FOLLOWING:
- THE PROJECT SHALL BE DESIGNED TO ACCOMMODATE THE FOLLOWING:
- THE PROJECT SHALL BE DESIGNED TO ACCOMMODATE THE FOLLOWING:

COMMISSION:

MIXED USE DEVELOPMENT (FONTHILL LUMBER SITE)

#105 HIGHWAY # 20, FORT HILL, ONTARIO

e Prime CONSTRUCTION

ARCHITECTS

SP1

MASTER SITE PLAN

SHEET TITLE:

DATE: 10/10/2018

REVISION:

NO. 1

DATE: 10/10/2018

REVISION:

NO. 2

DATE: 10/10/2018

REVISION:

NO. 3

DATE: 10/10/2018

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REVISION:

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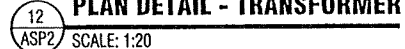
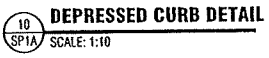
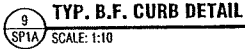
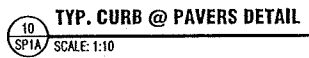
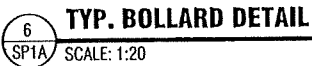
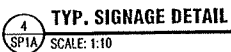
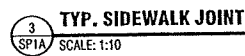
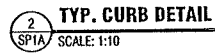
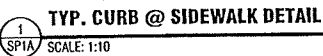
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REVISION:

NO. 100

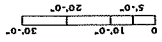
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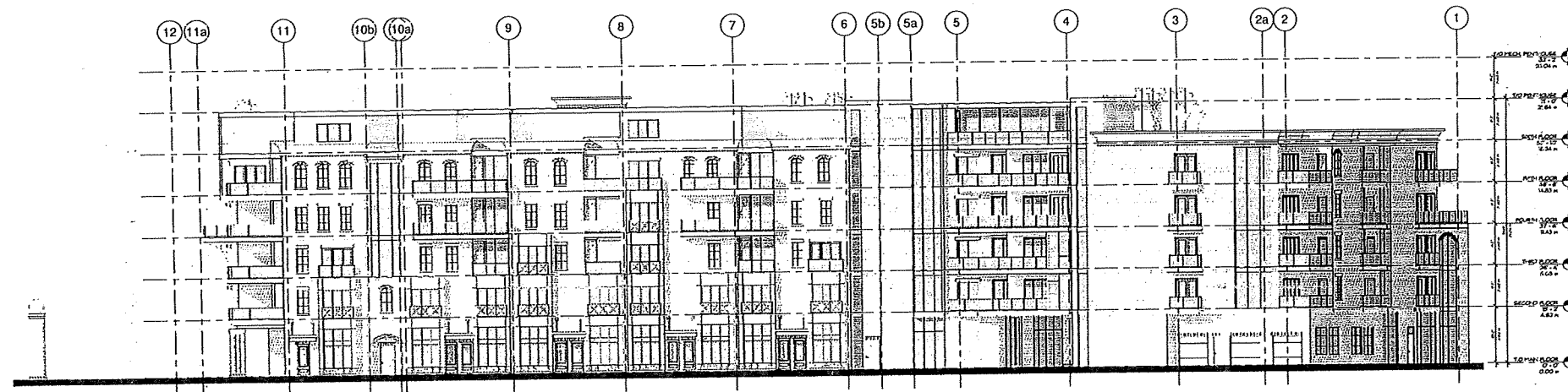
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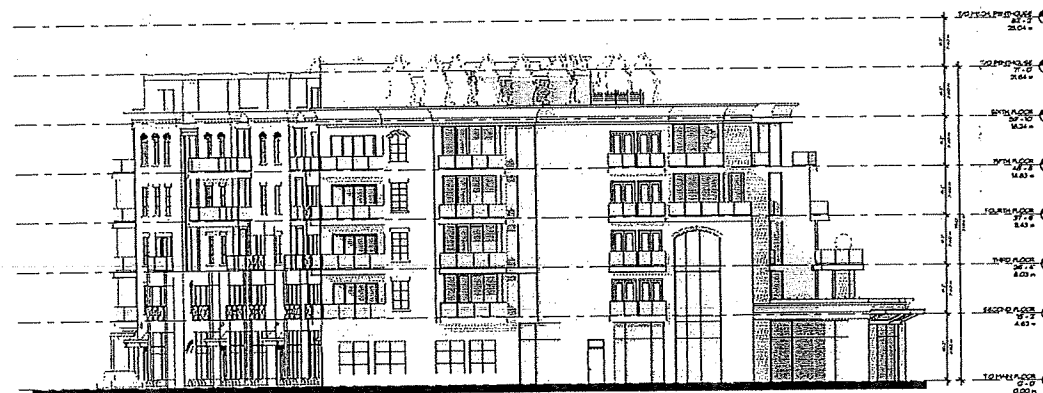
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Issued for Site Plan Agreement:	-
Issued for Permit:	-
Issued for Tender:	-
Issued for Construction:	-
Drawn By: CH/JMS	DWG No.
Checked By: EC	SP1A
Date: NOV 2016	
Scale: AS SHOWN	
ACCR: 2016-2017	

Issued for Re-Zoning:	-
Issued for Site Plan Agreement:	-
Issued for Permit:	-
Issued for Tender:	-
Issued for Construction:	-
Drawn By: CH/JMS	DWG No.
Checked By: EC	SP1A
Date: NOV 2016	
Scale: AS SHOWN	
ACCR: 2016-2017	





PROPOSED NORTH ELEVATION
1/50



STATION STREET ELEVATION (WEST)
1/50

0 10'-0" 30'-0"
5'-0" 20'-0"

MATERIAL LEGEND

	BRICK VENEER
	PROPOSED COLOR SHADING
	METAL PANEL
	PROPOSED COLOR SHADING
	METAL PANEL
	PROPOSED COLOR SHADING

No.	Description	Date
1	PROPOSED ELEVATION	10/20/2018
2	PROPOSED ELEVATION	10/20/2018
3	PROPOSED ELEVATION	10/20/2018
4	PROPOSED ELEVATION	10/20/2018
5	PROPOSED ELEVATION	10/20/2018
6	PROPOSED ELEVATION	10/20/2018
7	PROPOSED ELEVATION	10/20/2018
8	PROPOSED ELEVATION	10/20/2018
9	PROPOSED ELEVATION	10/20/2018
10	PROPOSED ELEVATION	10/20/2018
11	PROPOSED ELEVATION	10/20/2018
12	PROPOSED ELEVATION	10/20/2018

MIXED USE
REDEVELOPMENT
(FONTHILL LUMBER
SITE)
AIVA PROPERTIES

1001 10TH AVENUE, SUITE 100, DENVER, CO 80202

e Prime
CONSTRUCTION

AIVA

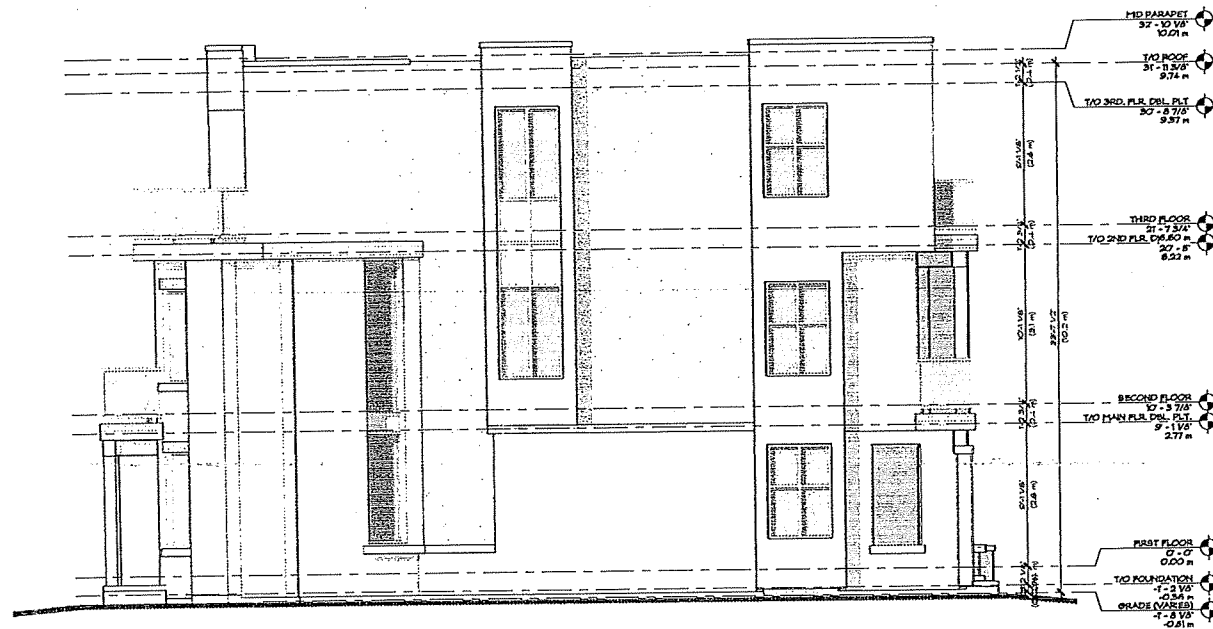
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architects
www.acckarchitects.com

SHEET TITLE

EXTERIOR ELEVATION

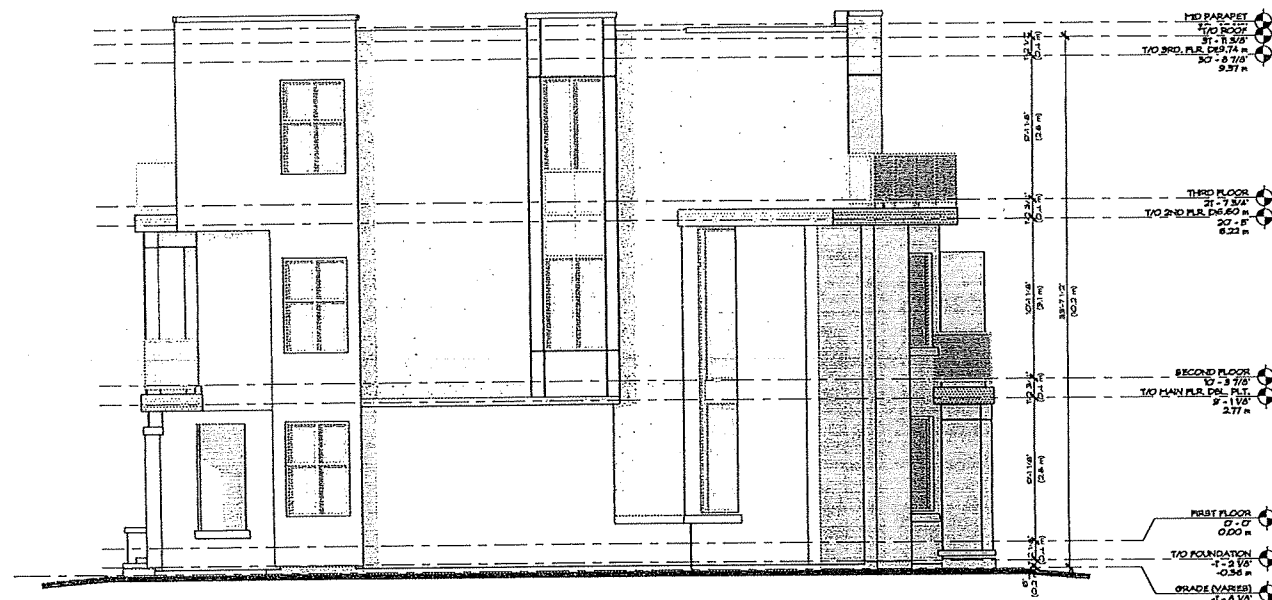
PROJECT NAME	2018
DATE	APRIL 2
DESIGNED BY	CH 101
CHECKED BY	CH 101
DATE	10/20/2018

A201



LEFT (EAST) ELEVATION

1:50

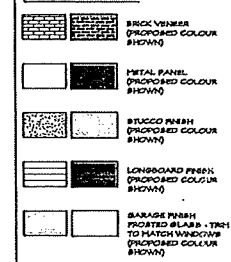


RIGHT (WEST) ELEVATION

1:50

GENERAL NOTES

MATERIAL LEGEND



FOR SITE PLAN APPLICATION PURPOSES ONLY

Prime
CONSTRUCTION

CATVA

NO.	DATE	REVISION	BY
1	13/7/2017	SPA SUBMISSION	CH
2	20/8/2017	CLIENT COMMENTS	SD
3	12/8/2018	SPA COMMENTS	CH

COMMISSION:

3 STOREY
TOWNHOUSE
BLOCK A (5 UNITS)

#125 HIGHWAY # 20, FORT HILL, ONTARIO

A | C | K
architects
www.ackarchitects.com

SHEET TITLE:

ELEVATIONS

Issued for Pre-Design

Issued for Site Plan Approval

Issued for Permit

Issued for Tender

Issued for Construction

DRAWN BY:	CH	DWG. No.
CHECKED BY:	KK/AMGA	
DATE:	APRIL 2017	
SCALE:	AS SHOWN	
PROJECT No.:	2016-149	

A6

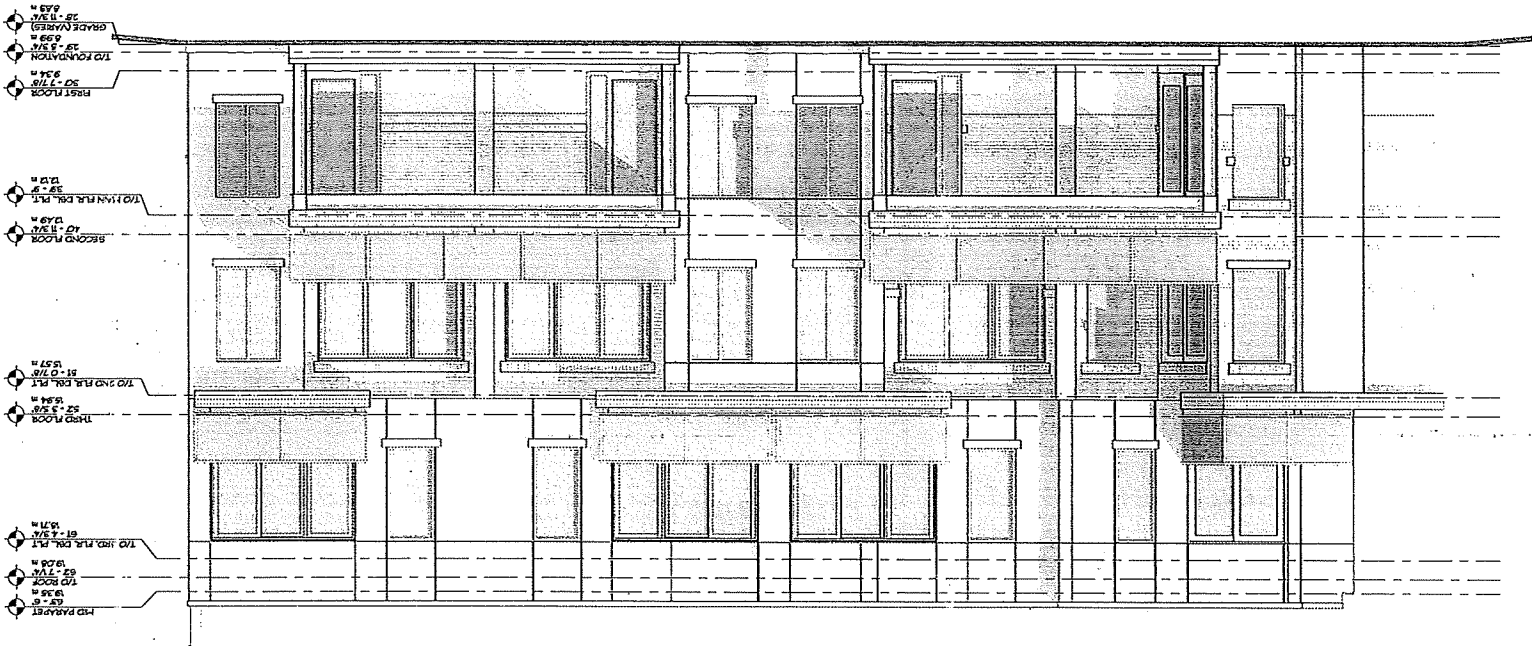
FRONT (SOUTH) ELEVATION

1 : 50



REAR (NORTH) ELEVATION

1 : 50



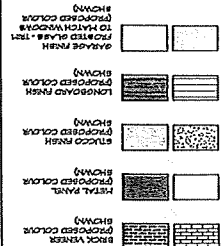
FOR SITE PLAN APPLICATION PURPOSES ONLY

e Prime
CONSTRUCTION

CAVIA

GENERAL NOTES

MATERIAL LEGEND



NO.	DATE	REVISION	BY
1	11.01.2017	RFA SUBMISSION	CH
2	28.08.2017	CLIENT COMMENTS	CH
3	13.01.2018	SPA COMMENTS	CH

COMMISSION

3 STOREY
TOWNHOUSE
BLOCK B (4 UNITS)

#168 HERMAN / 23 FOUNTAIN, CHITAGO

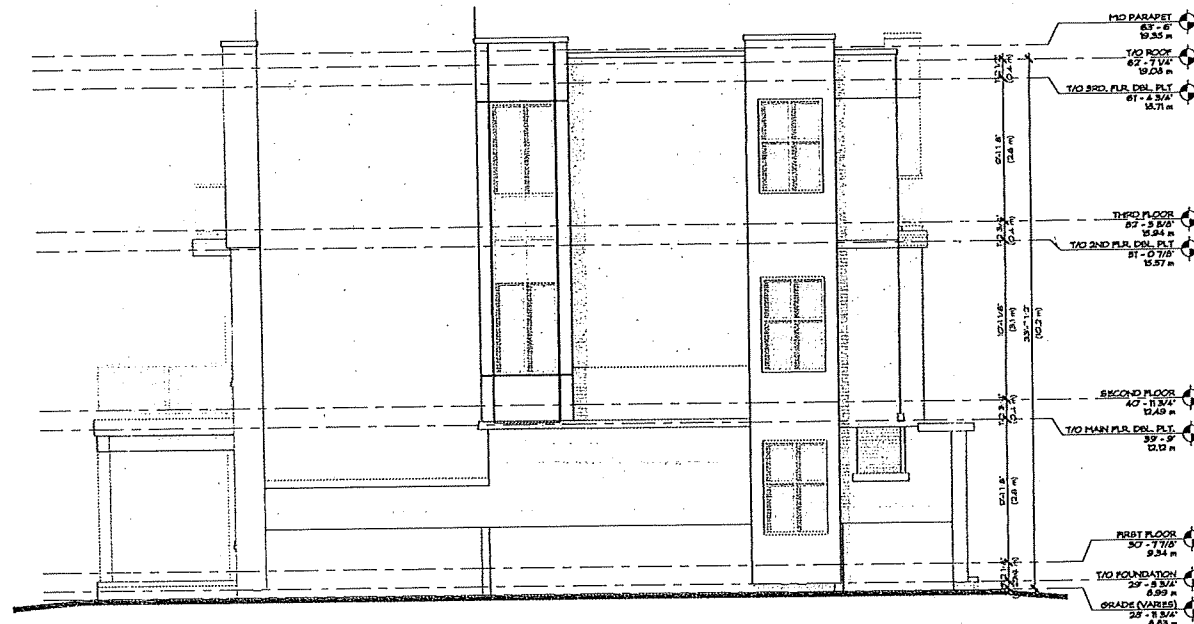
A | C | K
ARCHITECTS
WWW.ACKARCHITECT.COM

SHEET TITLE

ELEVATIONS

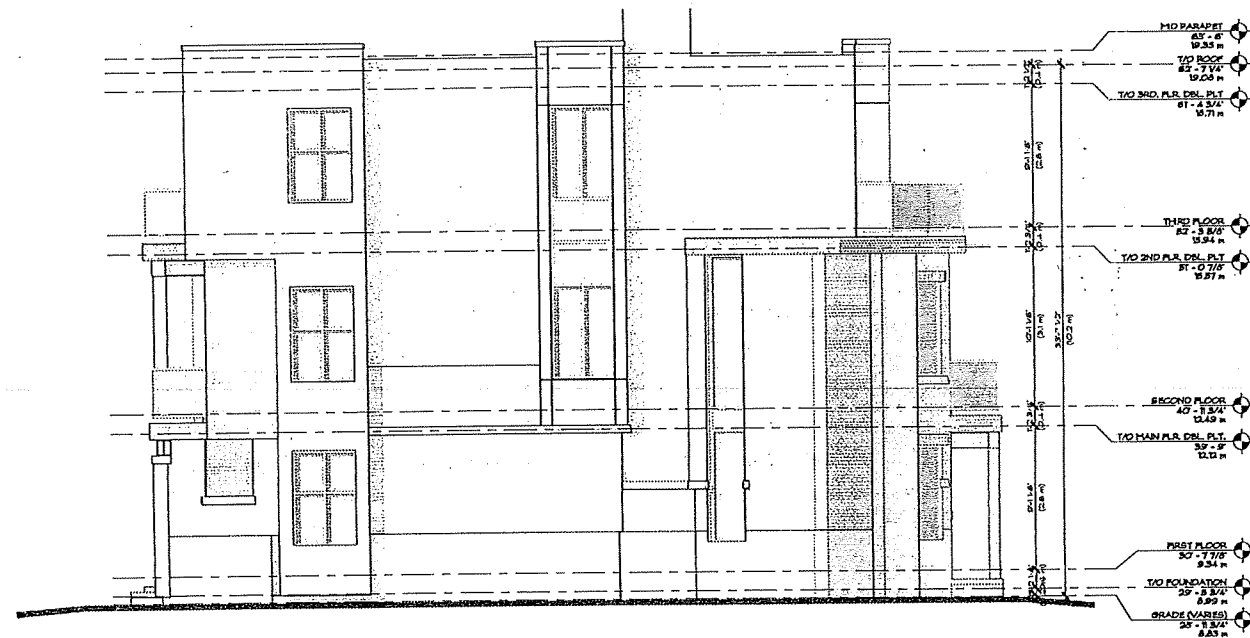
A5

PROJECT NO.	2015123
SCALE	A5 SHOWN
DATE	APRIL 2017
DESIGNED BY	WJ/MOA
DRAWN BY	CH
CHECKED BY	CH
DATE	2017-03-27
PROJECT NAME	3 STOREY TOWNHOUSE
LOCATION	23 FOUNTAIN, CHITAGO
CLIENT	WJ/MOA
ARCHITECT	A C K



LEFT (EAST) ELEVATION

1 : 50



RIGHT (WEST) ELEVATION

1 : 50

GENERAL NOTES

MATERIAL LEGEND

	BRICK VENEER (PROPOSED COLOUR SHOWN)
	METAL PANEL (PROPOSED COLOUR SHOWN)
	STUCCO FINISH (PROPOSED COLOUR SHOWN)
	LONGBOARD FINISH (PROPOSED COLOUR SHOWN)
	SIDING FINISH (PROPOSED COLOUR SHOWN)

FOR SITE PLAN APPLICATION PURPOSES ONLY

e Prime
CONSTRUCTION

OAIVA

NO.	DATE	REVISION	BY
1	11/17/17	SPA SUBMISSION	CH
2	21/12/17	CLIENT COMMENTS	SD
3	11/11/18	SPA COMMENTS	CH

COMMISSION:

3 STOREY
TOWNHOUSE
BLOCK B (4 UNITS)

#155 HIGHWAY # 25, FORTHELL, ONTARIO

A | C | K
architects
www.ackarchitects.com

SHEET TITLE:

ELEVATIONS

Issued for Re-Zoning

Issued for Site Plan Agreement

Issued for Permit

Issued for Tender

Issued for Construction

DRAWN BY: CH DWG. No.

CHECKED BY: KK/ADA

DATE: APRIL 2017

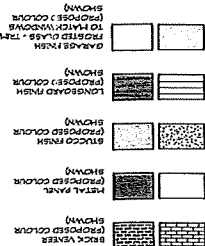
SCALE: AS SHOWN

PROJECT No.: 2016-119

A6

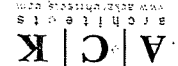


RIGHT (WEST) ELEVATION

[illegible]

2 STOREY
TOWNHOUSE
BLOCK C (7 UNITS)

8105 HIGHWAY # 20, FORTNELL, ONTARIO



ELEVATIONS

SHEET 11E:

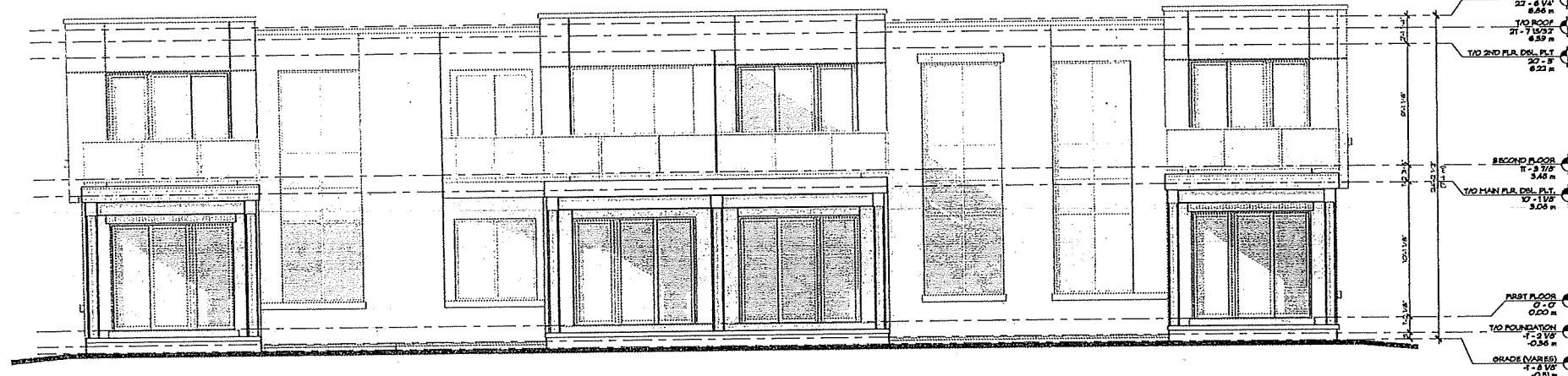
A5

A5 DWG. No.	ISSUED FOR CONSTRUCTION
	DRAWN BY: JLR/JLP
	CHECKED BY: KK/LUDA
	DATE: APRIL 2017
	SCALE: AS SHOWN
	PROJECT No. 2016-249



FRONT (SOUTH) ELEVATION

1:50

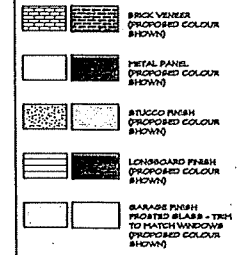


REAR (NORTH) ELEVATION

1:50

GENERAL NOTES

MATERIAL LEGEND



FOR SITE PLAN APPLICATION PURPOSES ONLY

e Prime
CONSTRUCTION

CATIA

NO.	DATE	REVISION	BY
1	11/17/2017	SFA SUBMISSION	CH
2	11/16/2017	DESIGN REVISION	CH
3	12/1/2017	SFA COMMENTS	CH

COMMISSION:

**2 STOREY
TOWNHOUSE
BLOCK D (4 UNITS)**

#105 HIGHWAY # 20, FOXHILL, ONTARIO



A|C|K
architects
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SHEET TITLE:

ELEVATIONS

Issued for Re-Zoning

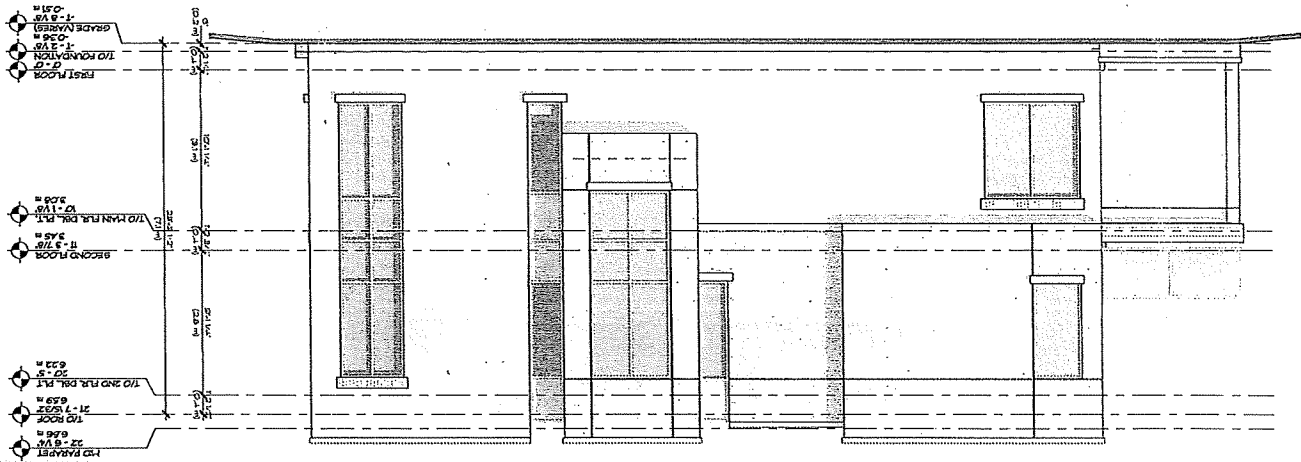
Issued for Site Plan Agreement

Issued for Permit

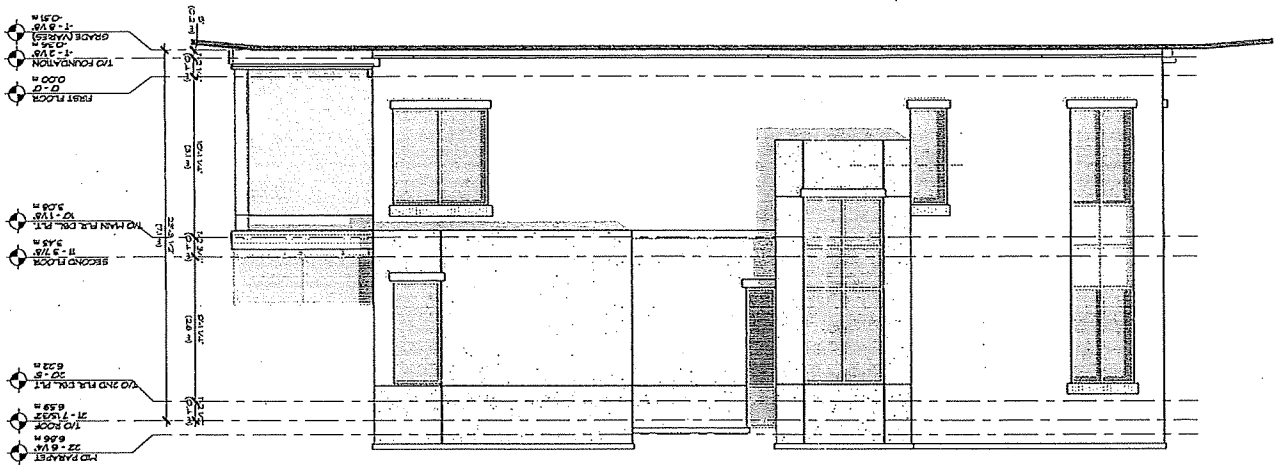
Issued for Tender

Issued for Construction

DRAWN BY:	JMR/JHP	DWG. No.
CHECKED BY:	KK/JMDA	A5
DATE:	APRIL 2017	
SCALE:	AS SHOWN	
PROJECT No:	2016-210	

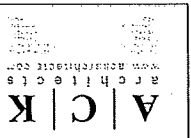


RIGHT (WEST) ELEVATION



ELEVATIONS

SHEET 11E



2 STOREY
TOWNHOUSE
BLOCK D (4 UNITS)
105 HIGHWAY # 20, FORTNALL, ONTARIO

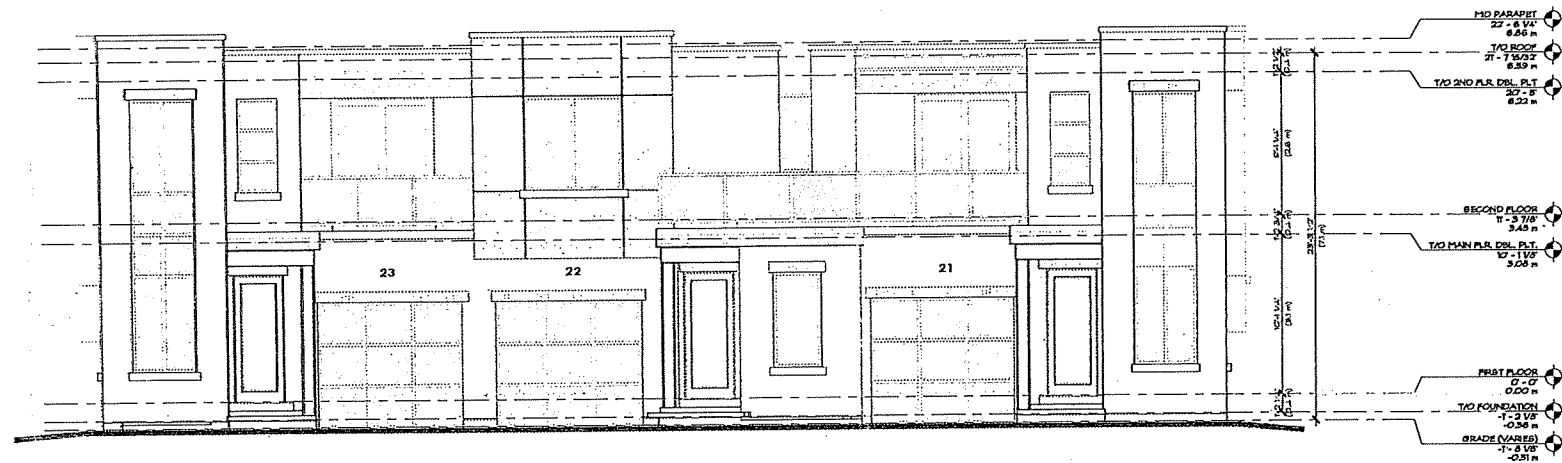
COMMISSION

NO.	DATE:	REVISION:	BY:
1	11/07/2017	SFA CREATION	CH
2	11/10/2017	DESIGN REVISION	CH
3	12/01/2018	SFA COMMENTS	CH


 ePrime
 CONSTRUCTION
 FOR SITE PLAN APPLICATION PURPOSES ONLY

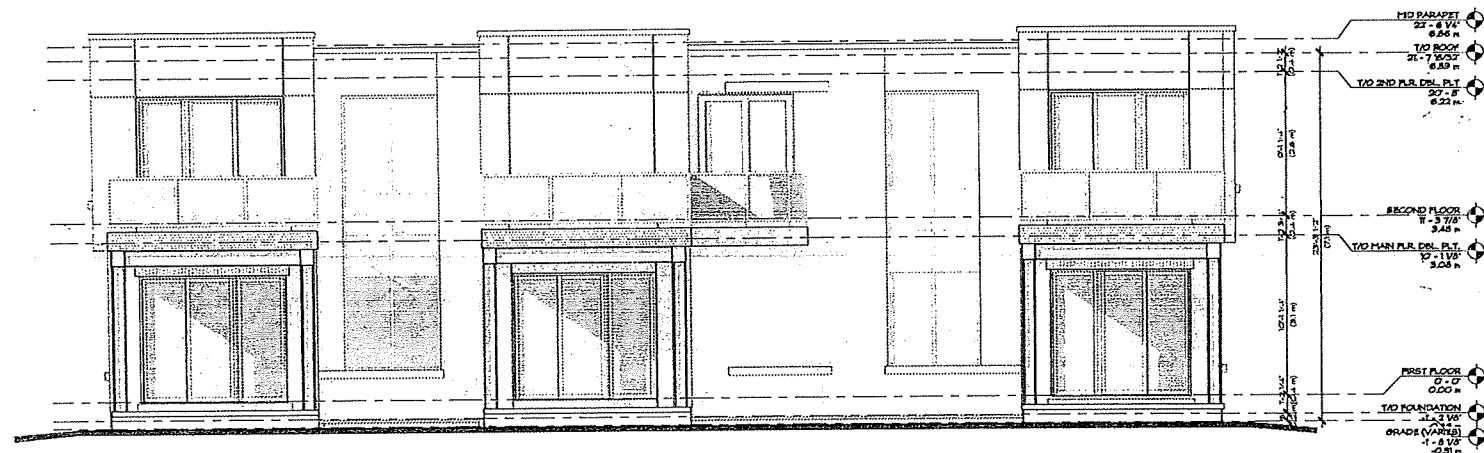
GENERAL NOTES

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FRONT (SOUTH) ELEVATION

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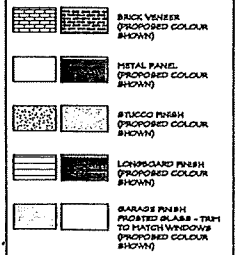


REAR (NORTH) ELEVATION

1:50

GENERAL NOTES

MATERIAL LEGEND



FOR SITE PLAN APPLICATION PURPOSES ONLY

e Prime
CONSTRUCTION

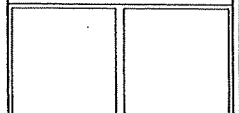
OATVA

NO.	DATE	REVISION	BY
1	11/17/2017	SPA SUBMISSION	CH
2	11/19/2017	DESIGN REVISION	CH
3	12/11/2017	SPA COMMENTS	CH

COMMISSION:

**2 STOREY
TOWNHOUSE (3 UNITS)
BLOCK E**

#16 HIGHWAY # 25, FORTMILL, ONTARIO



A | C | K
architects
www.ackarchitects.com

SHEET TITLE:

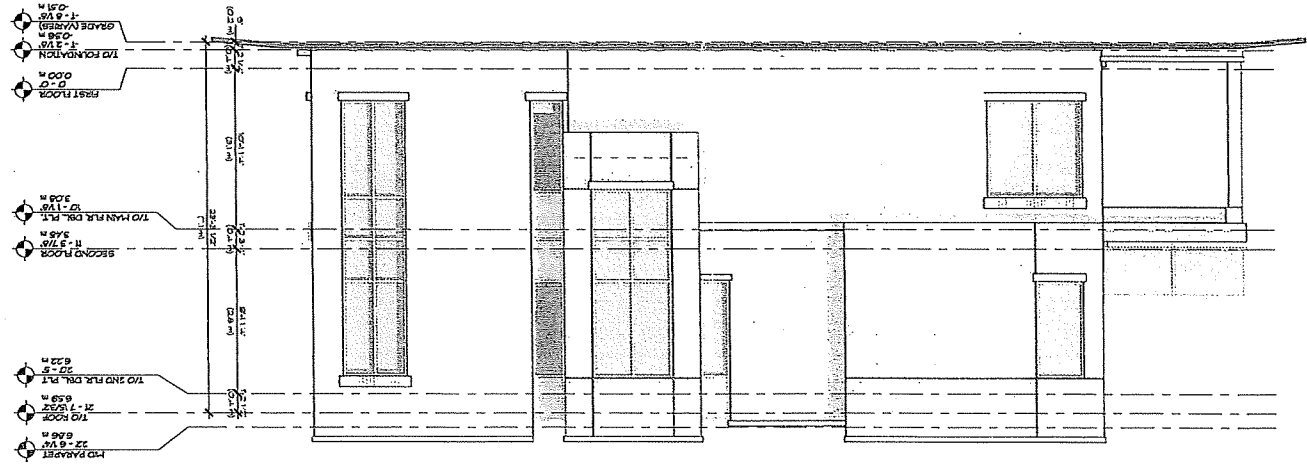
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Issued for Re-Zoning
Issued for Site Plan Agreement
Issued for Permit
Issued for Tender
Issued for Construction

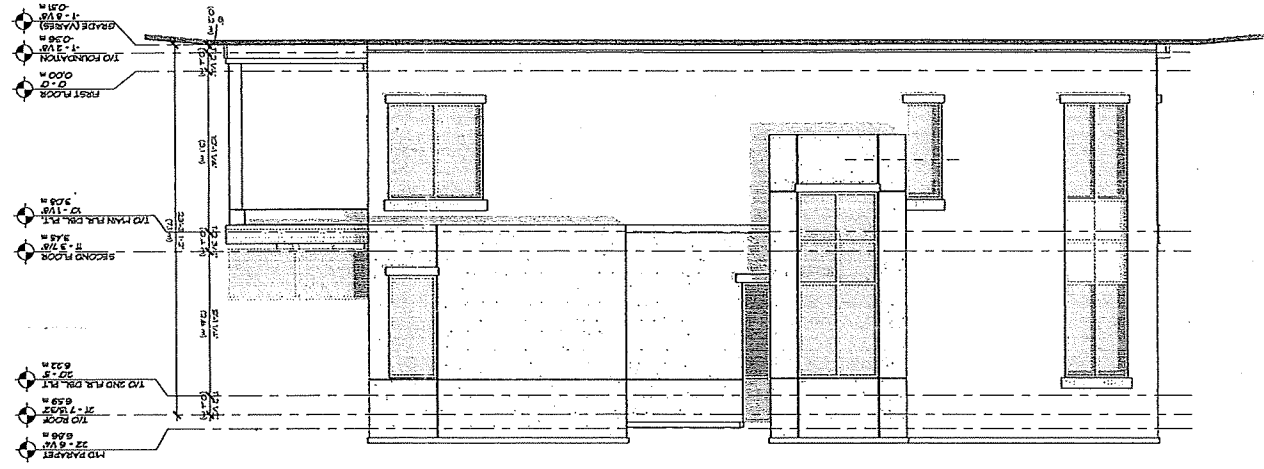
DRAWN BY: MR/MP DWG. No.
CHECKED BY: KK/MDA
DATE: APRIL 2017
SCALE: AS SHOWN
PROJECT No: 2016-243

A5

LEFT (EAST) ELEVATION		1 : 50



RIGHT (WEST) ELEVATION



GENERAL NOTES

FOR SITE PLAN APPLICATION PURPOSES ONLY



FNVO

NO.	DATE	REVISION:	BY:
1	15.07.2017	SFA SUBMISSION	CH
2	16.10.2017	DESIGN REVISION	CH
3	12.01.2018	SPA COMMENTS	CH

COMMISSION

2 STOREY
TOWNHOUSE (3 UNITS)
BLOCK E

505 HIGHWAY # 29, FORT HALL, ONTARIO



A | C | K

TITLE _____

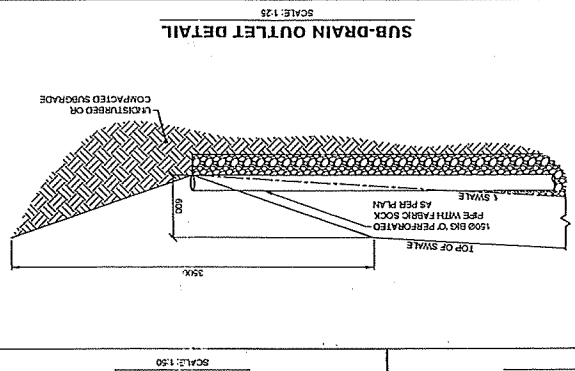
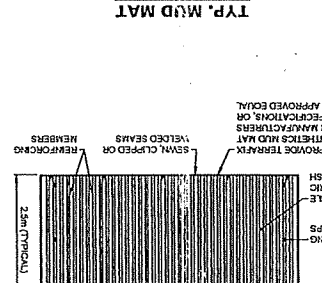
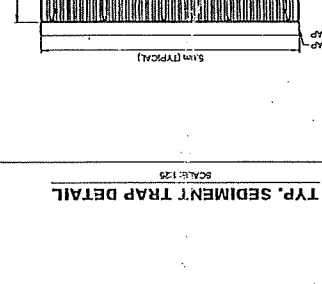
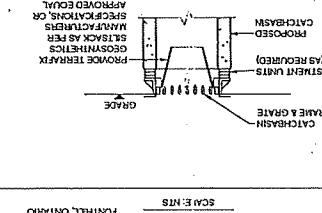
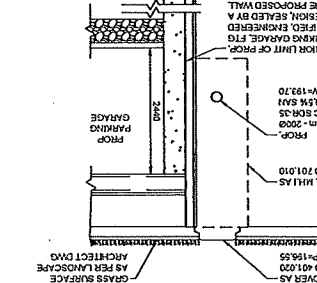
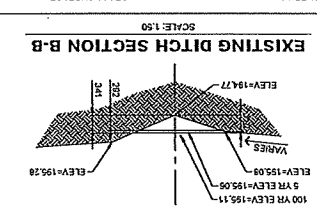
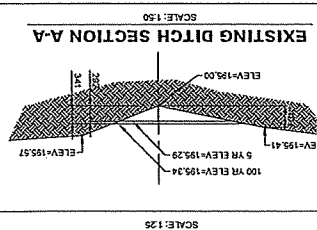
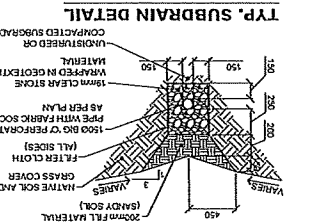
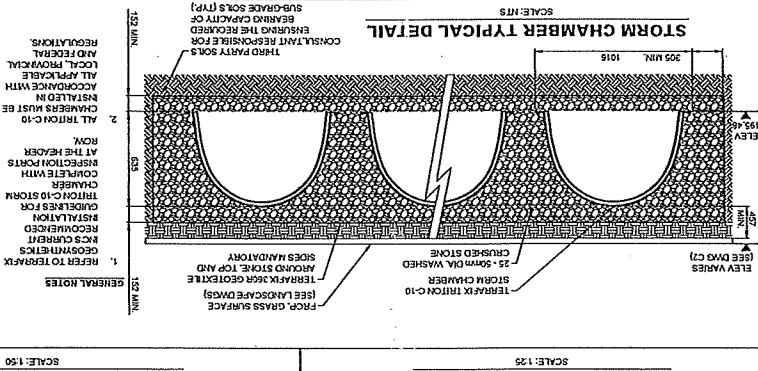
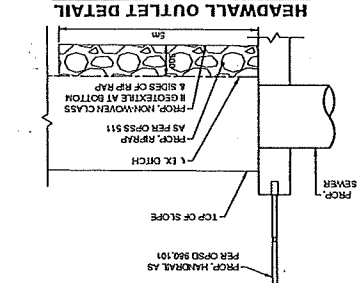
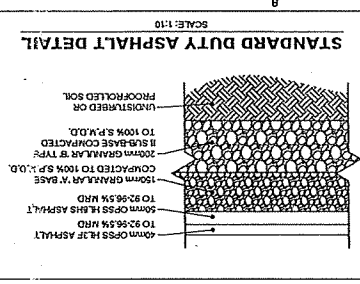
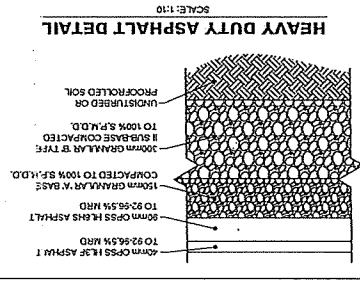
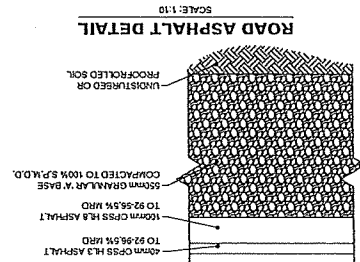
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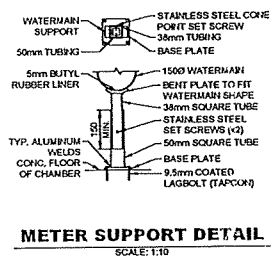
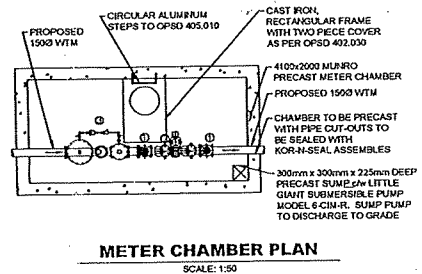
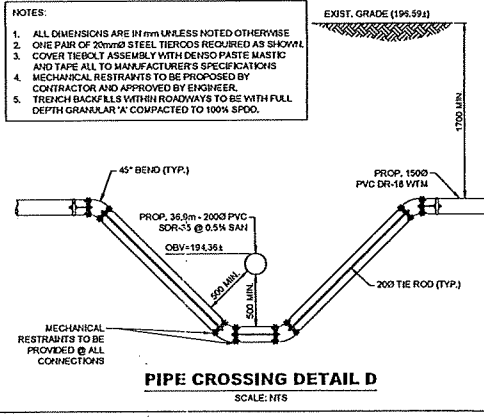
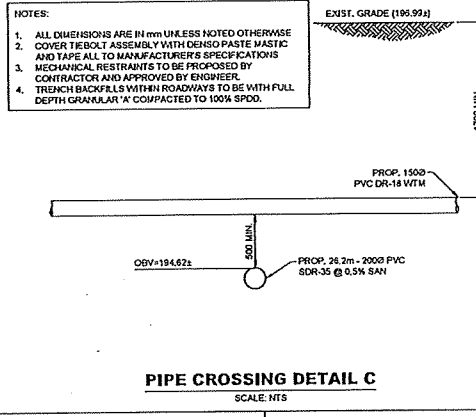
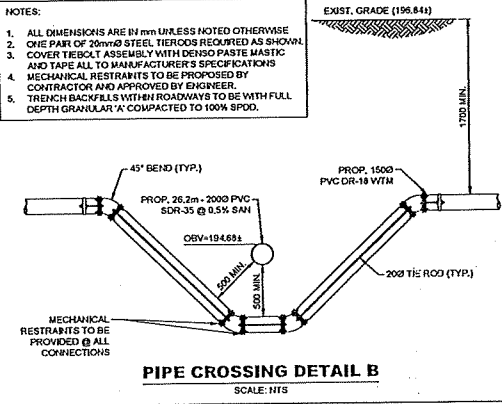
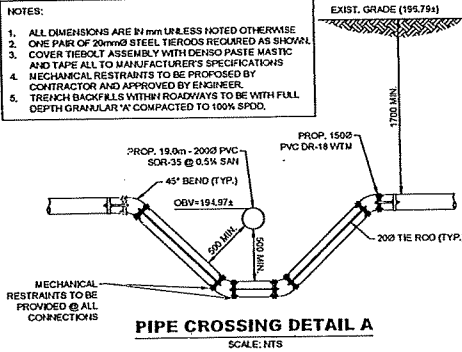
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Issued for Consultant	

A-6

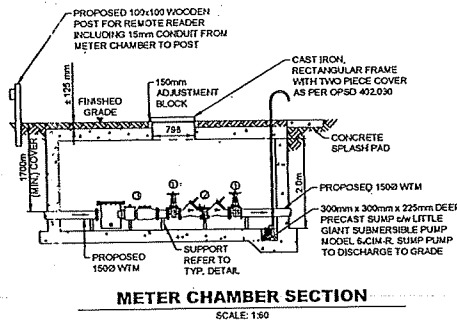
DESIGN BY:	JMR/lrp	DWG. NO.	A6
CHECKED BY:	KX/UDA		
DATE:	APRIL 2017		
SCALE:	AS SHOWN		
PROJECT NO.:	2015248		

GENERAL NOTES	1. READ ALL CITY ORDINANCES IN CONNECTION WITH THE CONTRACT DOCUMENTS, INCLUDING ARCHITECTURAL, STRUCTURAL, ELECTRICAL, MECHANICAL, PLUMBING AND VARIOUS DRAWINGS AS APPLICABLE.
	2. THE CONTRACTOR SHALL BE THOROUGHLY FAMILIAR WITH THE PHYSICAL SITE AND SHALL BE THOROUGHLY FAMILIAR WITH THE PHYSICAL FEATURES THAT MAY AFFECT THE WORK IN ANY WAY.
	3. THE CONTRACTOR MUST FIELD CHECK AND VERIFY ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE CONSULTANT PRIOR TO COMMENCEMENT OF ANY WORK.
	4. THE CONTRACTOR SHALL KEEP WORK AREA CLEAR AND FREE OF OBSTRUCTIONS DURING THE PROCESS OF THE CONSTRUCTION AND LEAVE THE SITE CLEAR UPON COMPLETION OF WORK ON PORTION OF THE WORK.
	5. THE CONTRACTOR SHALL OBTAIN APPROVED SERVICE CONNECTION PERMITS FROM THE TOWN OF FARMINGTON PRIOR TO ANY WORKS BEING COMPLETED TO EXISTING SERVICE ON WATER IN ANY.
	6. CONSULTANT FIRST SHALL OBTAIN ALL NECESSARY PERMITS FROM THE TOWN OF FARMINGTON FROM THE ORIGINAL BROWNSVILLE WORKSHEET OR ALL CHANGES FROM THE ORIGINAL BROWNSVILLE WORKSHEET. THE CONSULTANT MUST BE RESPONSIBLE FOR ALL CHANGES FROM THE ORIGINAL BROWNSVILLE WORKSHEET.
	7. FEATURES OF CONSTRUCTION NOT FULLY SHOWN ARE OF THE SAME CHARACTER AS THOSE NOTED FOR SIMILAR SHOWN CONDITIONS.
	8. THE FOLLOWING: - ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL FIRE AND SAFETY CODE - ILLINOIS BUILDING CODE - ILLINOIS ELECTRICAL CODE AND THE NATIONAL ELECTRICAL CODE - ILLINOIS MECHANICAL, PLUMBING AND REFRIGERATION CODES - THE ILLINOIS ENVIRONMENTAL CODE
	9. ALL EXISTING WALLS AND DIMENSIONS SHOWN ARE UNLESS OTHERWISE NOTED OTHERWISE.
	10. ALL WORK WITHIN EXISTING RIGHT-OF-WAY REQUIRES ROAD OCCUPATION PERMIT.
	11. REMOVAL OF EXISTING FURNISHINGS OF THE SITE MAY TO BE CARRIED OUT IN ACCORDANCE WITH ORDINANCE 510 AS APPLICABLE.
	12. PROVIDE 6" EXISTING PROTECTION ON ALL NEW OR EXISTING EXISTING CONSTRUCTION AND REMOVE FROM CONTRACT DOCUMENTS AND COVERED AND REMOVE FROM CONTRACT DOCUMENTS.
WATERMAIN	1. MINIMUM HORIZONTAL SEPARATION BETWEEN WATERMAINS AND SEWERS AND WATER MAINS CROSSING IS 30" MIN.
	2. THE CONNECTION SHALL BE MADE AT 90° AND CLOSING CONSTRUCTION AREY TO MATCH EXISTING GRADE AS REQUIRED.
	3. ALL WATER SERVICES TO BE INSTALLED WITH 18" COVER WARE.
	4. ALL WATER SERVICES SHALL BE INSTALLED WITH A MINIMUM OF 1.5M.
	5. ALL FITTINGS SHALL BE INSTALLED WITH CORROSION RESISTANT CORRUPTIBLE JOINTS AND NUTS OR APPROVED EQUIV.
	6. ALL WATERMAIN FITTINGS SHALL BE CATHODICALLY PROTECTED AS REQUIRED.
	7. PROVIDE APPROPRIATE SCHEDULING FOR TRENCH EXCAVATION IN ACCORDANCE WITH THE LATEST EDITION OF THE CHINA OVERLAP FOR CONSTRUCTION PROJECTS.
	8. FLEXIBLE PIPE TRENCH EXCAVATION AS PER PER 402.010 FOR APPLICATIONS AND PER 402.010 FOR PER 402.010 FOR APPLICATIONS.
	9. BURNING SERVICES SHALL TERMINATE AT 1.5M FROM THE FACE OF THE MECHANICAL CONNECTION TO CONDUIT OR CONDUIT WITH SERVICES TO THE MECHANICAL SERVICES.
	10. THE CONNECTION SHALL BE MADE AT 90° AND CLOSING CONSTRUCTION AREY TO MATCH EXISTING GRADE AS REQUIRED.
	11. WATER MAINS SHALL BE INSTALLED WITH 18" COVER WARE.
	12. THE CONNECTION SHALL BE MADE AT 90° AND CLOSING CONSTRUCTION AREY TO MATCH EXISTING GRADE AS REQUIRED.
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- LEGEND
1. 1500 GATE VALVE
 2. BACK-FLOW PREVENTER - 1500 WATTS 999 RPA
 3. WATER METER - 1500 NEPTUNE COLD WATER METER PURCHASED FROM TOWN OF PELHAM WATER DEPT.



- NOTES:
1. CONTRACTOR TO VERIFY ALL SITE DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION
 2. DESCRIPTION OF MATERIALS USED:
WATER METER - NEPTUNE COLD WATER METER PURCHASED FROM TOWN OF PELHAM WATER DEPT. METER 6" CAST IRON CONSTRUCTION, UL LISTED AND FM APPROVED.
SUMP PUMP - LITTLE GIANT MODEL 6-SM-R 120V - 1PH, 1750 GPH @ 10' HEAD.
METER CHAMBER TO CPSD 1108.010 FOR 150mm METER SIZE. COMPLETE WITH SUMP, SUMP PUMP OPERATED BY LEVEL SWITCH AND DISCHARGING TO GRADE. INTERNAL PIPING TO CPSD 1107.020 FOR 150mm PIPE SIZE.
 3. CONTRACTOR TO HARDWARE SUMP PUMP.
 4. THIS DETAIL IS INTENDED TO BE DIAGNRAMATIC, AND IS NOT INTENDED TO SHOW EVERY ITEM IN ITS EXACT LOCATION, NOR THE EXACT DIMENSIONS, OR ALL EQUIPMENT DETAILS. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL ACTUAL DIMENSIONS OF ALL PROPOSED EQUIPMENT TO ENSURE THAT ALL EQUIPMENT SHALL FIT. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES IMMEDIATELY.
 5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT TO BE READILY ACCESSIBLE FOR OPERATION, MAINTENANCE AND REPAIR, WHICH DEVIATIONS FROM THIS DETAIL MAY BE MADE TO ACCOMPLISH THIS, BUT CHANGES WHICH INVOLVE EXTRA COSTS SHALL NOT BE MADE WITHOUT APPROVAL.
 6. THE CONTRACTOR SHALL PROVIDE DETAILED SHOP DRAWINGS TO THE ENGINEER DETAILING ALL ITEMS AND DIMENSIONS IN DETAIL PRIOR TO PLACING ORDERS FOR ANY EQUIPMENT.
 7. ALL WORKS ARE TO BE CARRIED OUT IN COMPLIANCE WITH ALL MUNICIPAL STANDARDS, AND ALL PROVINCIAL AND FEDERAL STATUTES.
 8. APPROVED SERVICE CONNECTION PERMITS MUST BE OBTAINED FROM TOWN OF FORT ERIE BEFORE CONNECTING SERVICE LATERALS TO EXISTING WATERMAINS & SEWERS.

REGISTERED PROFESSIONAL ENGINEER
J. J. HALL
JUL 4, 2018
PROVINCE OF ONTARIO

ARLEX ENGINEERING LTD.
1200 Highway 20 East
Fort Erie, Ontario N7A 2Z2
Phone: 905-881-1333 Fax: 905-881-1334

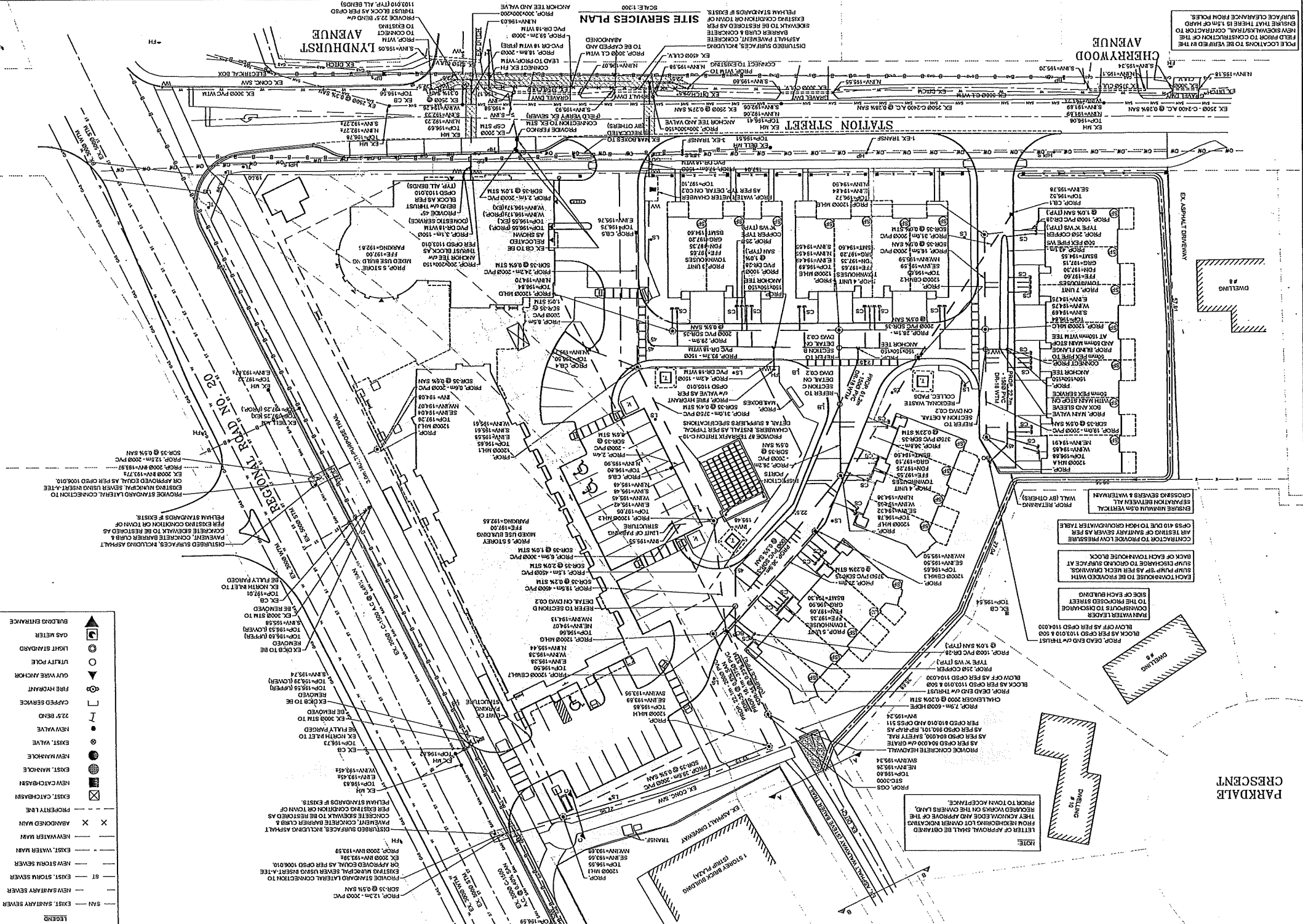
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1	USED FOR SITE PLAN APPROVAL	AUG 14, 2017
2	USED FOR SITE PLAN APPROVAL	SEP 26, 2016
3	USED FOR SITE PLAN APPROVAL	FEB 07, 2016
4	USED FOR SITE PLAN APPROVAL	FEB 07, 2016
5	USED FOR SITE PLAN APPROVAL	JUNE 6, 2016

CLIENT:
AVA PROPERTIES

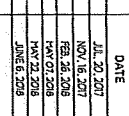
PROJECT:
FONTELL YARDS
105 HIGHWAY 20 EAST
FONTELL, ONTARIO

SHEET TITLE:
TYPICAL DETAILS

DATE: JUN. 09/16
SCALE: AS SHOWN
DR. BY: JS
CH. BY: JH
JOB No.: 16/016
DWG. CO.2
REV. 5



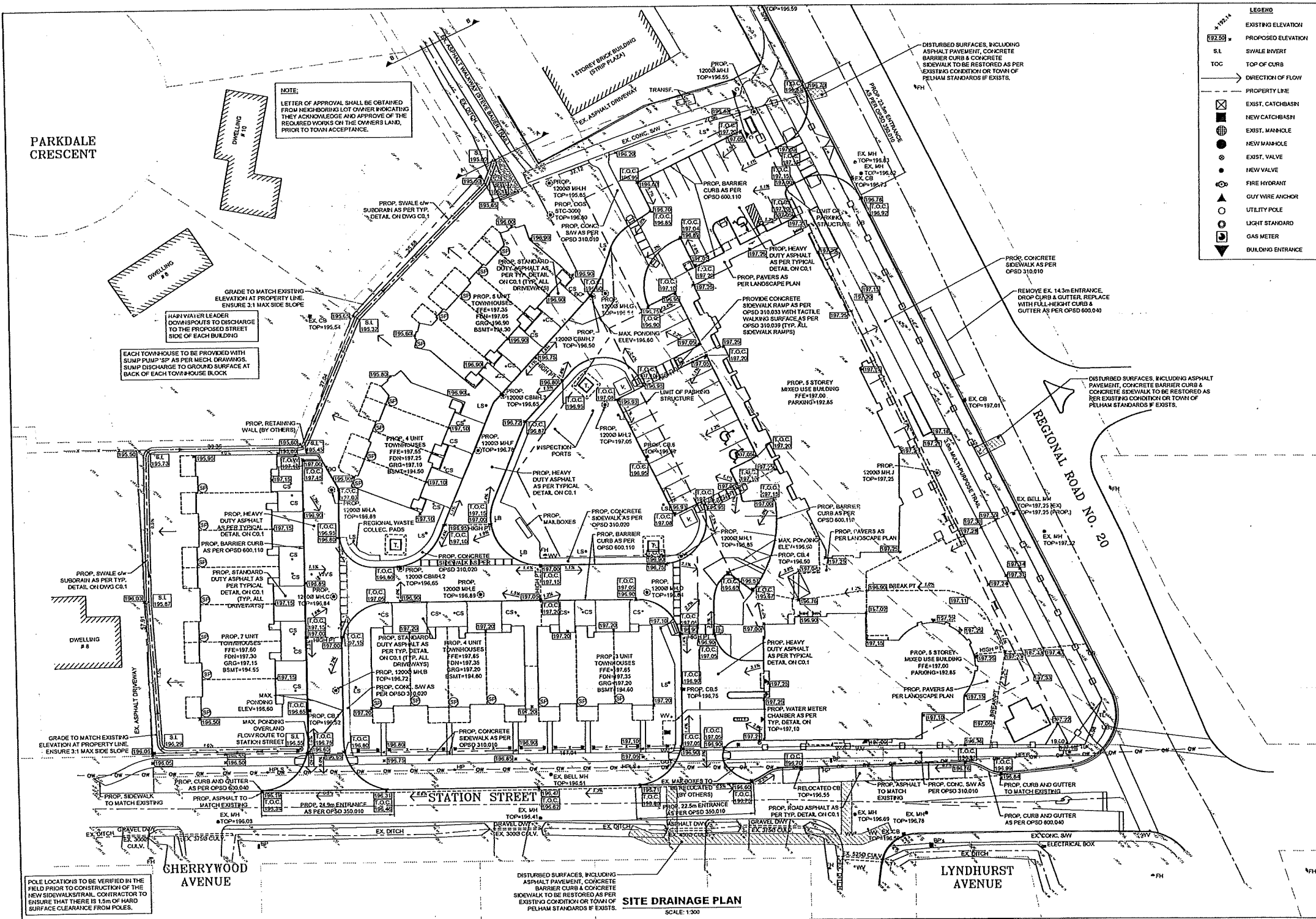
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3	ISSUED FOR SITE PLAN APPROVAL	MAY 07, 2008																										
4	ISSUED FOR SITE PLAN APPROVAL	MAY 22, 2008																										
5	ISSUED FOR SITE PLAN APPROVAL	JUNE 6, 2008																										
PROJECT: 105 KILBURN RD. PLOT 151 FORTNELL, ONTARIO		SHEET TITLE: SITE SERVICES PLAN		DATE: JAN. 2008 SCALE: AS SHOWN CR. BY: J.S. JOH NO.: 18016 DWG. Q1		REV. 5																						



REV.	DRAWING REVISION	CLIENT:	ANYA PROPERTIES
0	ISSUED FOR SITE PLAN APPROVAL		
1	ISSUED FOR SITE PLAN APPROVAL		
2	ISSUED FOR SITE PLAN APPROVAL		
3	ISSUED FOR SITE PLAN APPROVAL		
4	ISSUED FOR SITE PLAN APPROVAL		
5	ISSUED FOR SITE PLAN APPROVAL		

PROJECT:	FONTHILL YARDS 105 HIGHWAY 20 EAST FONTHILL, ONTARIO
SHEET TITLE:	SITE SERVICES PLAN

DATE:	JN. 00A	SCALE:	AS SHOWN	DR. BY:	J5	CH. BY:	JH	JOB NO.:	18016	DWG.	C1	REV.	5
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LEGEND

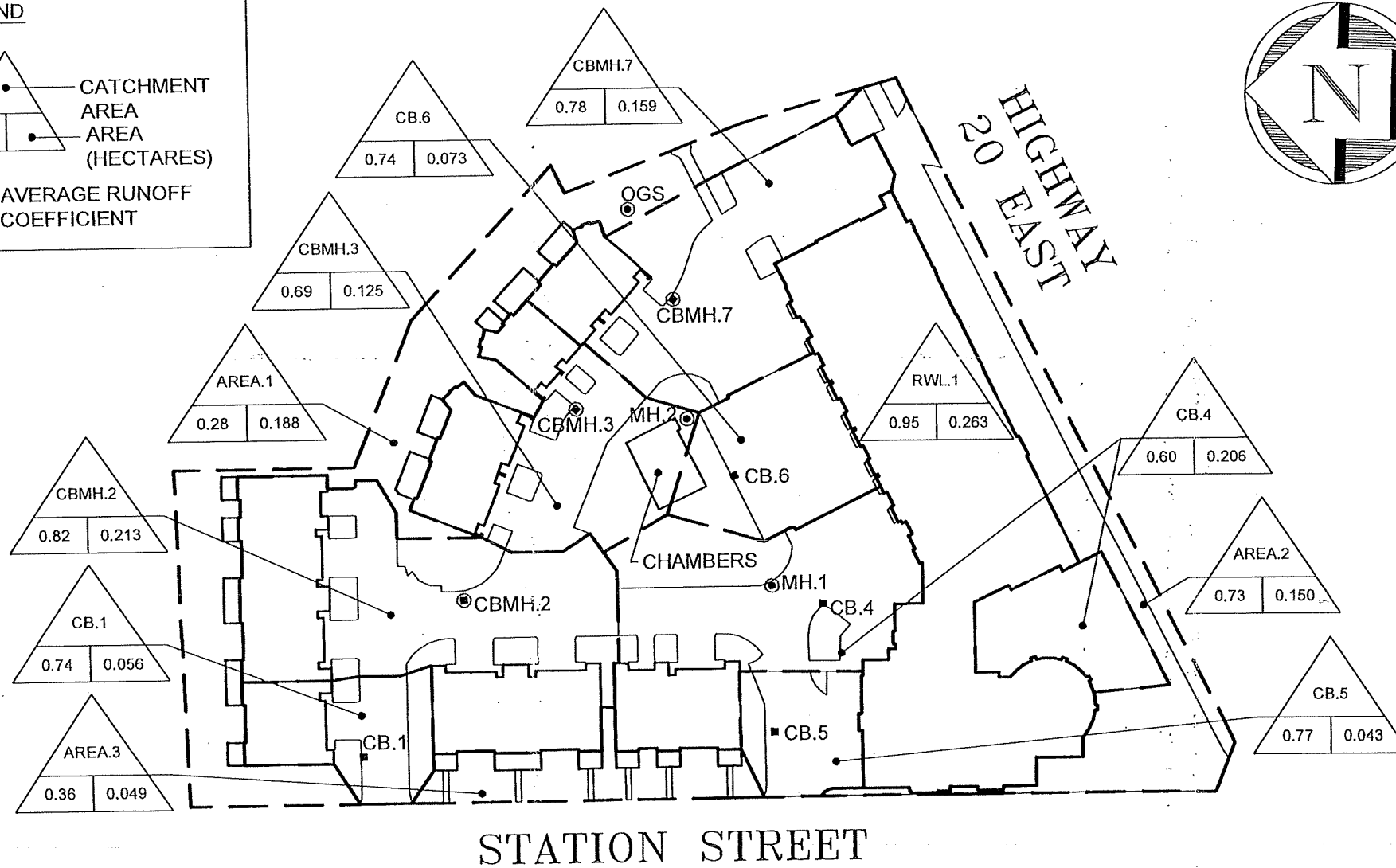
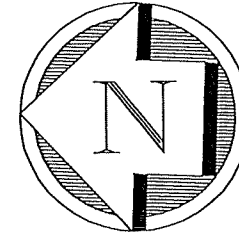
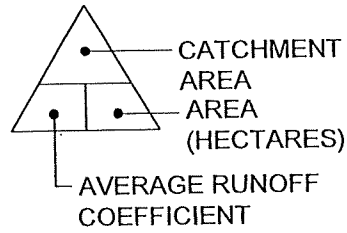
- EXISTING ELEVATION
- PROPOSED ELEVATION
- SWALE INVERT
- TOP OF CURB
- DIRECTION OF FLOW
- PROPERTY LINE
- EXIST. CATCHBASIN
- NEW CATCHBASIN
- EXIST. MANHOLE
- NEW MANHOLE
- EXIST. VALVE
- NEW VALVE
- FIRE HYDRANT
- GUY WIRE ANCHOR
- UTILITY POLE
- LIGHT STANDARD
- GAS METER
- BUILDING ENTRANCE

PROFESSIONAL ENGINEER
J. HALLUX
June 4, 2016
Lic. No. 10100
P. Eng. (Civil)

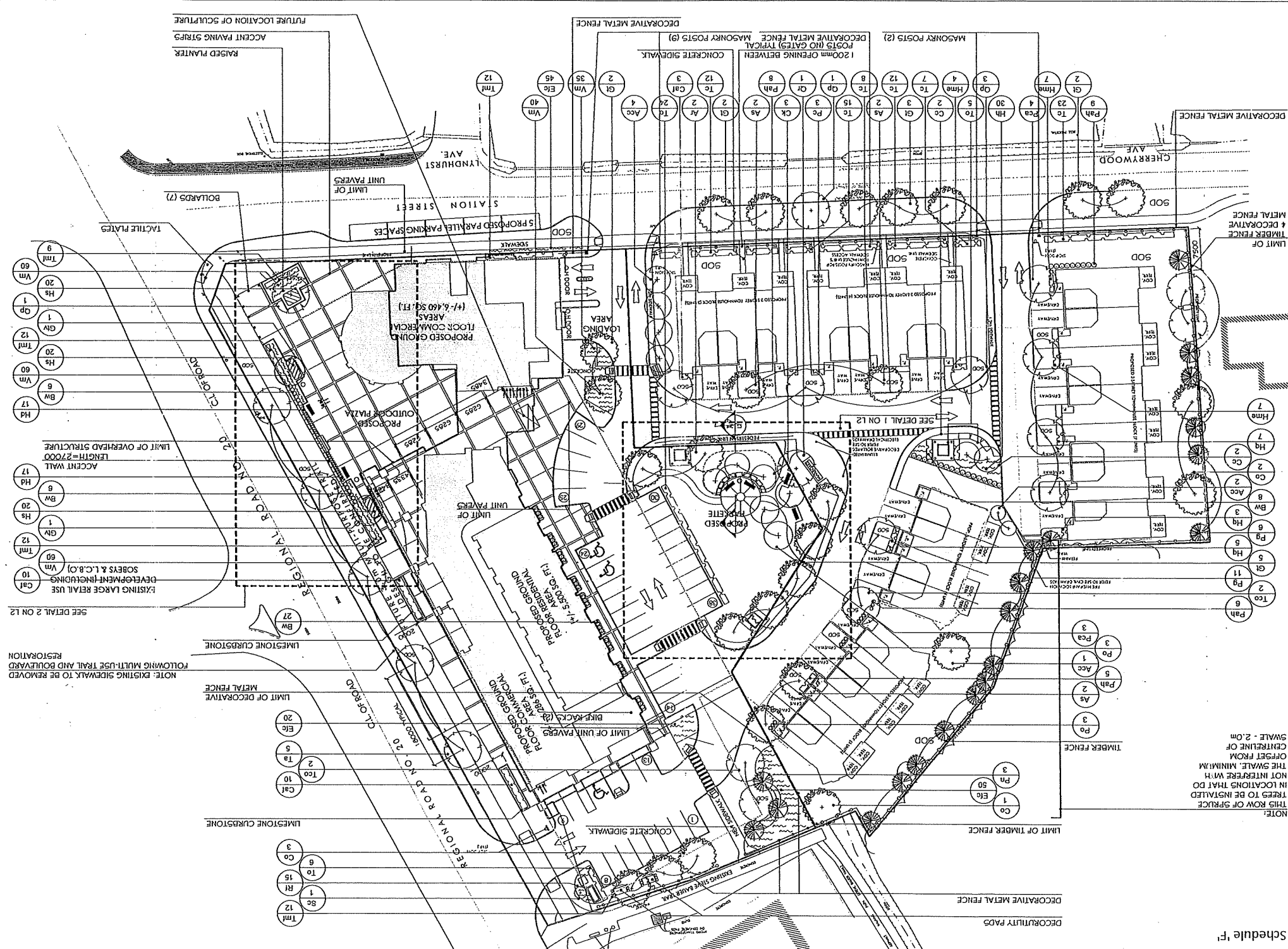
HALLOX ENGINEERING LTD.
1000 Highway 20 East
Fonthill, Ontario
N4T 2Z5
Tel: 905-221-1100 Fax: 905-221-1101

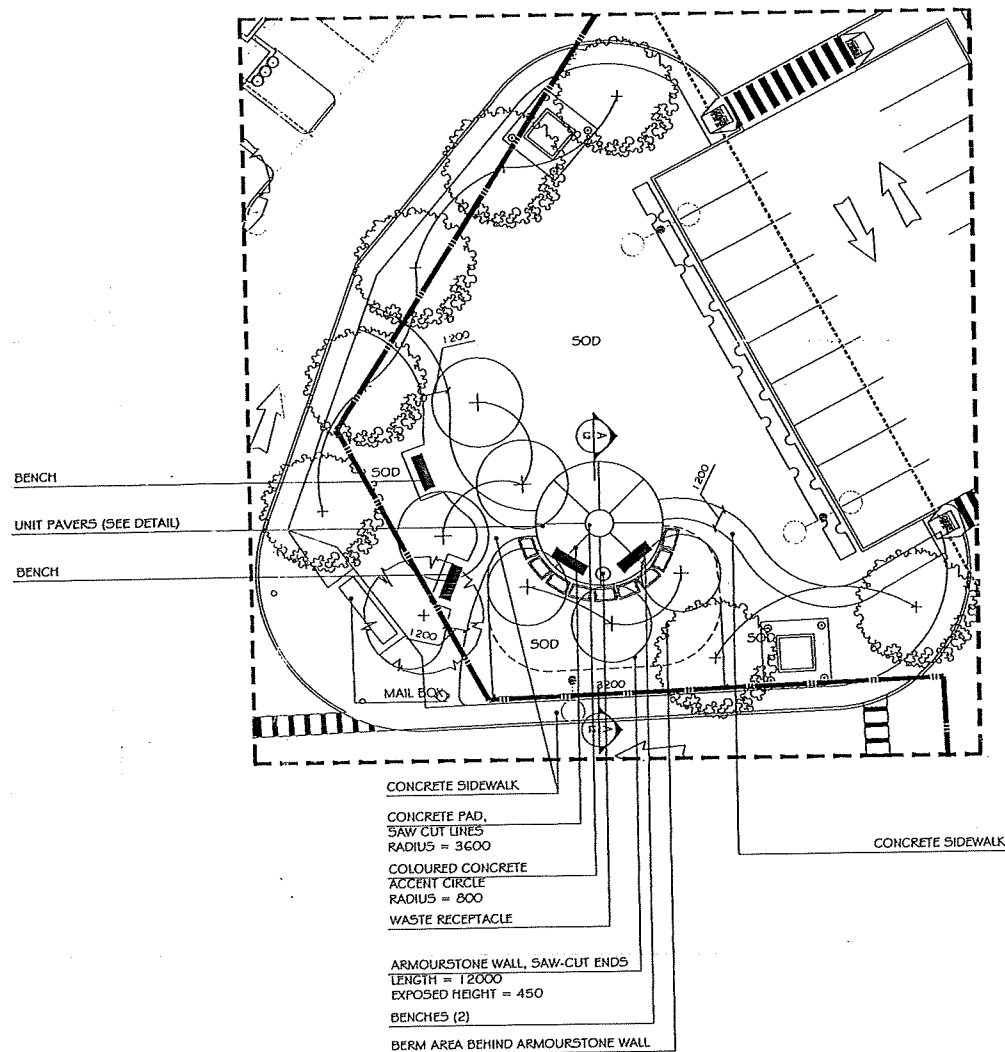
		DATE	JUN 20 2017
		DATE	JUN 20 2017
DRAWING REVISION		REV.	0
		REV.	1
CLIENT:		REV.	2
		REV.	3
PROJECT:		REV.	4
		REV.	5
SHEET TITLE:		DATE:	JUN 2016
		SCALE:	AS SHOWN
DATE:		DR. BY:	J5
		CH. BY:	JH
JOB No.:		DATE:	JUN 2016
		DWG.	C2
REV.		DATE:	JUN 2016
		DWG.	5

LEGEND

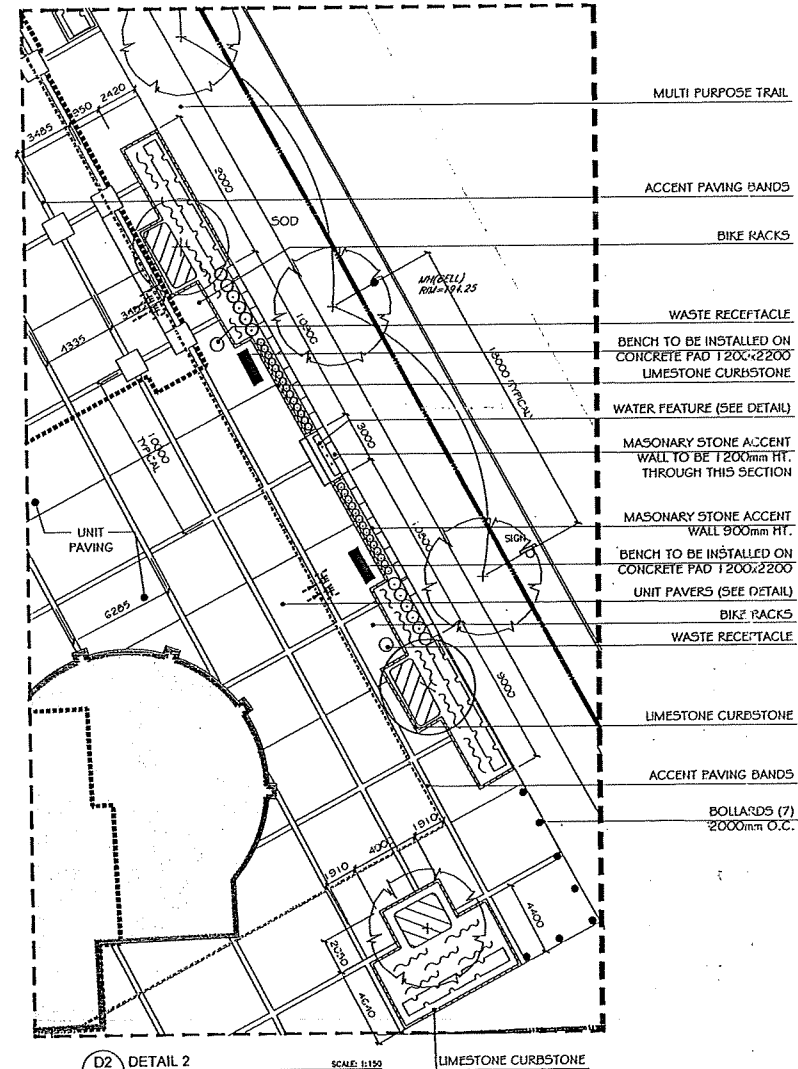


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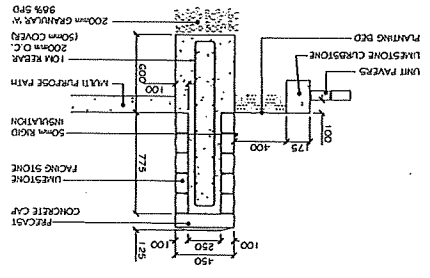
D1 DETAIL 1 SCALE: 1:150



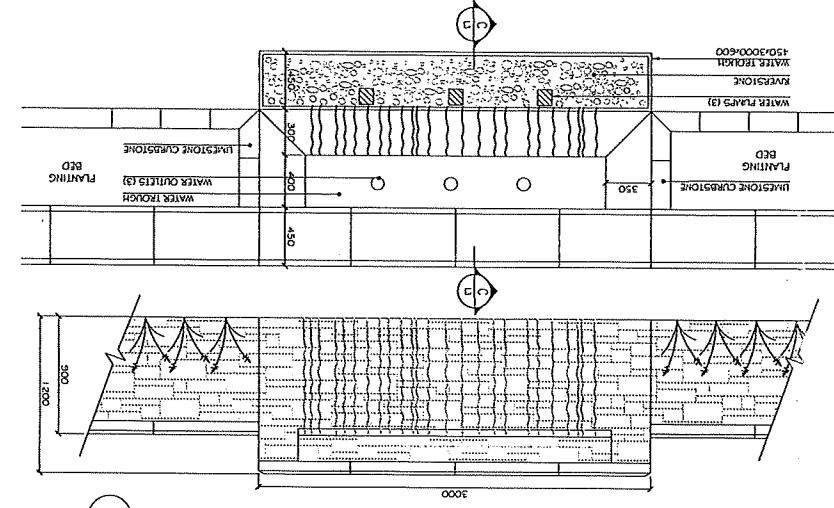
D2 DETAIL 2 SCALE: 1:150

1	REVISED TO REFLECT SITE PLAN CHANGES	MAY 11, 2018
NO.	DESCRIPTION	DATE
 JAMES MCWILLIAM LANDSCAPE ARCHITECT jmcwilliam@jmladesign.com		
EAST VILLAGE YARDS FONTHILL, ON.		
LANDSCAPE DETAILS		
		
SCALE: 1:150 DATE: MARCH 2017 DESIGN BY: J.S.M. DRAWN BY: T.F.G. SHEET: L2		

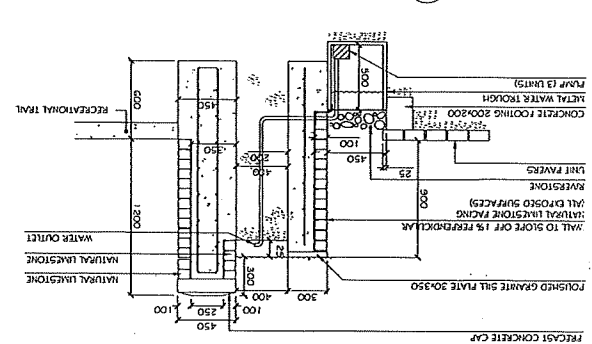
B-B SECTION B-B SCALE: 1:20



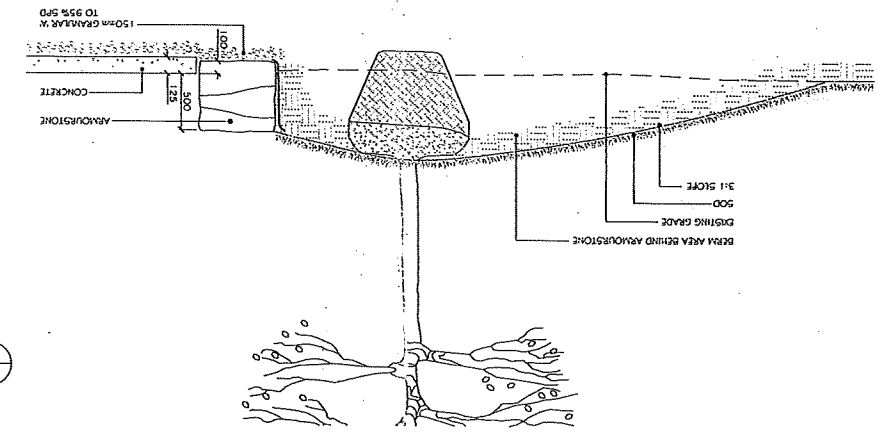
D8 WATER WALL FEATURE DETAIL SCALE: 1:15



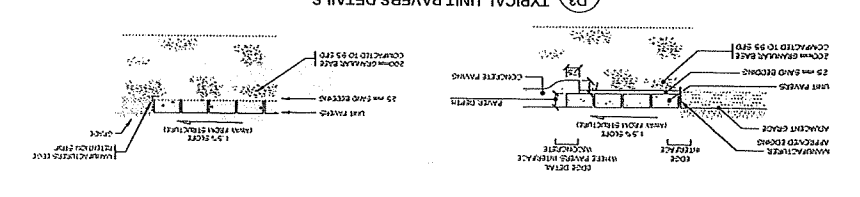
C-C SECTION C-C SCALE: 1:20



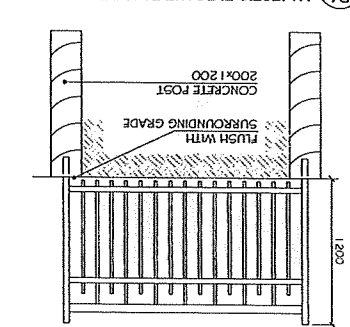
A-A SECTION A-A SCALE: 1:20



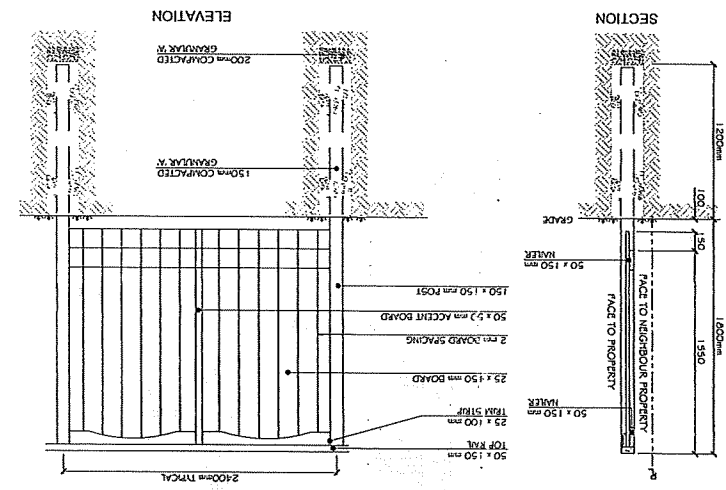
D3 TYPICAL UNIT PAVERS DETAILS SCALE: NONE



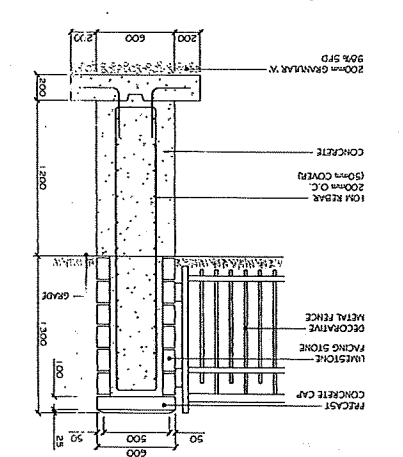
D4 MAJESTIC ELEGANT EAGLE II ALUMINUM SCALE: 1:15



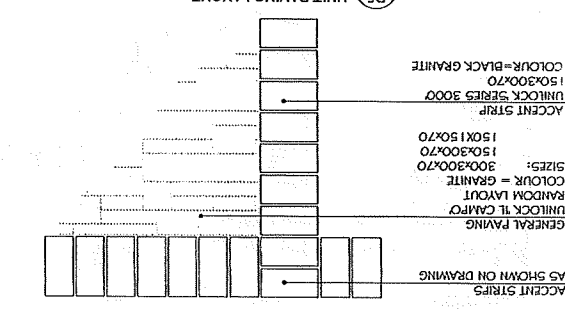
D6 TYPICAL TIMBER PERIMETER FENCE DETAIL SCALE: 1:15



D7 FENCE POST DETAIL SCALE: 1:15



D5 UNIT PAVING LAYOUT SCALE: 1:15

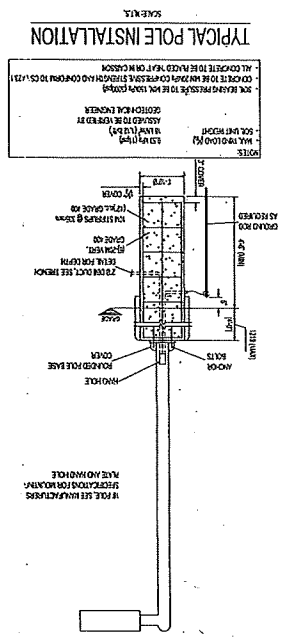
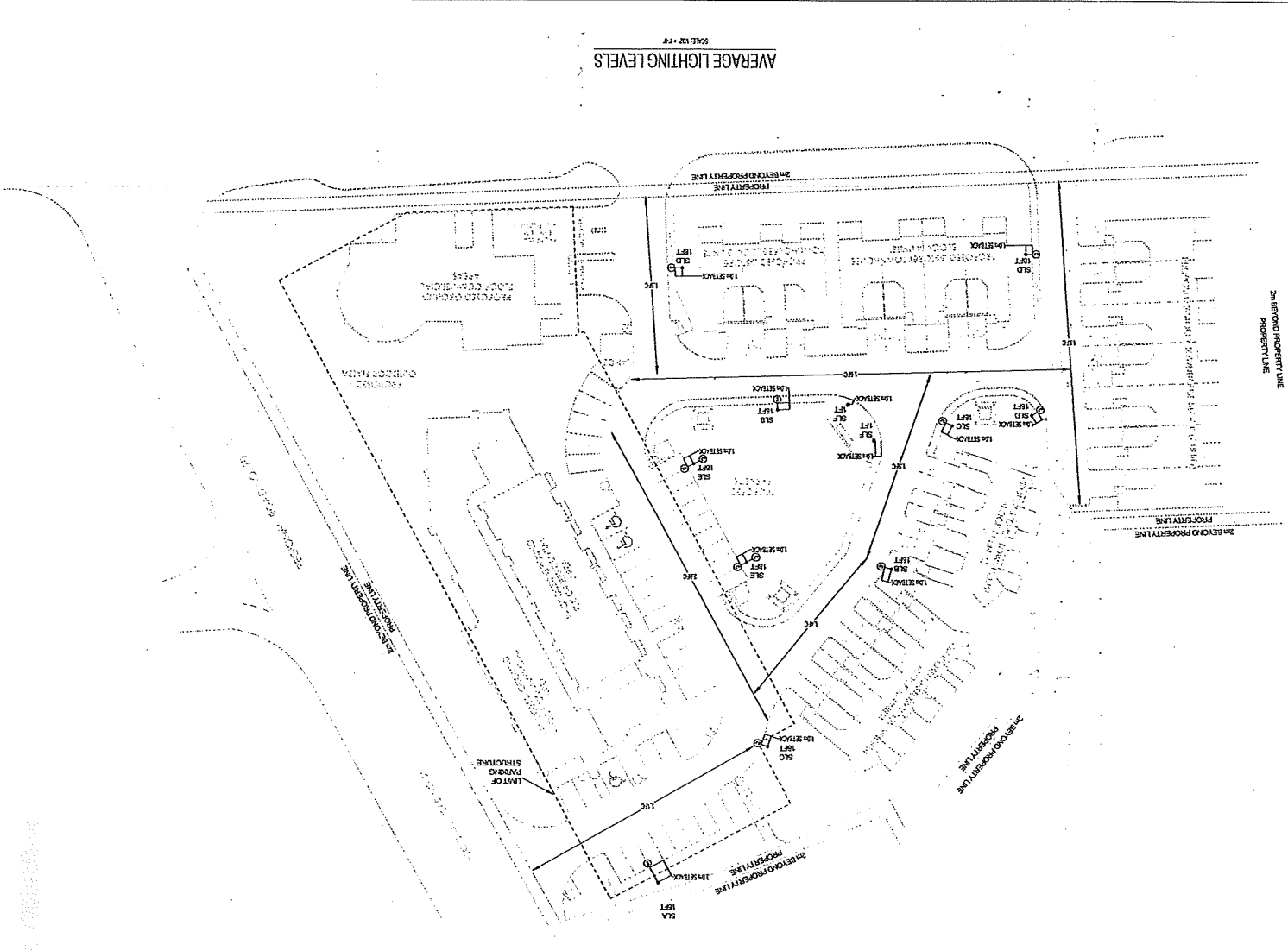
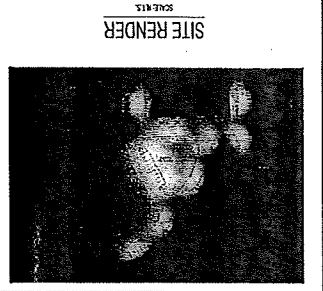
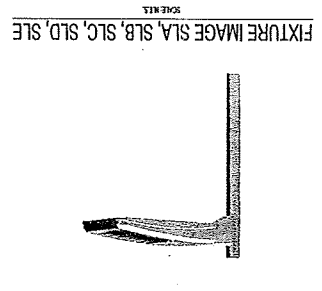


NO.	DESCRIPTION	DATE
1	REVISED TO REFLECT SITE PLAN CHANGES MAY 11, 2018	

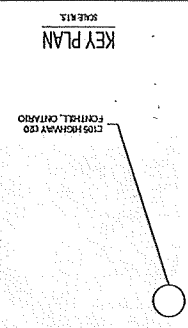
JAMES MCWILLIAM
LANDSCAPE ARCHITECT
jmcwilliam@jmlad.com
EAST VILLAGE YARDS
FONTHILL, ON.
LANDSCAPE DETAILS
SCALE: AS NOTED
DATE: MARCH 2017
DESIGN BY: J.M.
DRAWN BY: T.G.
SHEET: L3

REV	DESCRIPTION	DATE	BY	CHKD	APP'D
3.1	3.1A	11/01/2017	SL	SL	SL
3.2	3.2A	11/01/2017	SL	SL	SL
3.3	3.3A	11/01/2017	SL	SL	SL
3.4	3.4A	11/01/2017	SL	SL	SL
3.5	3.5A	11/01/2017	SL	SL	SL
3.6	3.6A	11/01/2017	SL	SL	SL
3.7	3.7A	11/01/2017	SL	SL	SL

1. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
7. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.



1. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE SPECIFIED.



DATE: JUNE 2017

SCALE: AS SHOWN

DR. BY: AS

CH. BY: AS

JOB NO.: 170813

DWG. REV. 1

SL1

PROJECT: EAST VILLAGE YARDS 105 HIGHWAY 20 FOUNTAIN, ONTARIO

CLIENT: AYA PROPERTIES (FOUNTAIN LUMBER SITE) REDEVELOPMENT

DATE: JULY 12, 2017
NOVEMBER 23, 2017

REL. 0
ISSUED FOR SITE PLAN APPROVAL

DATE: JULY 12, 2017
NOVEMBER 23, 2017

105 HIGHWAY 20 FOUNTAIN, ONTARIO

AYA PROPERTIES (FOUNTAIN LUMBER SITE) REDEVELOPMENT

105 HIGHWAY 20 FOUNTAIN, ONTARIO

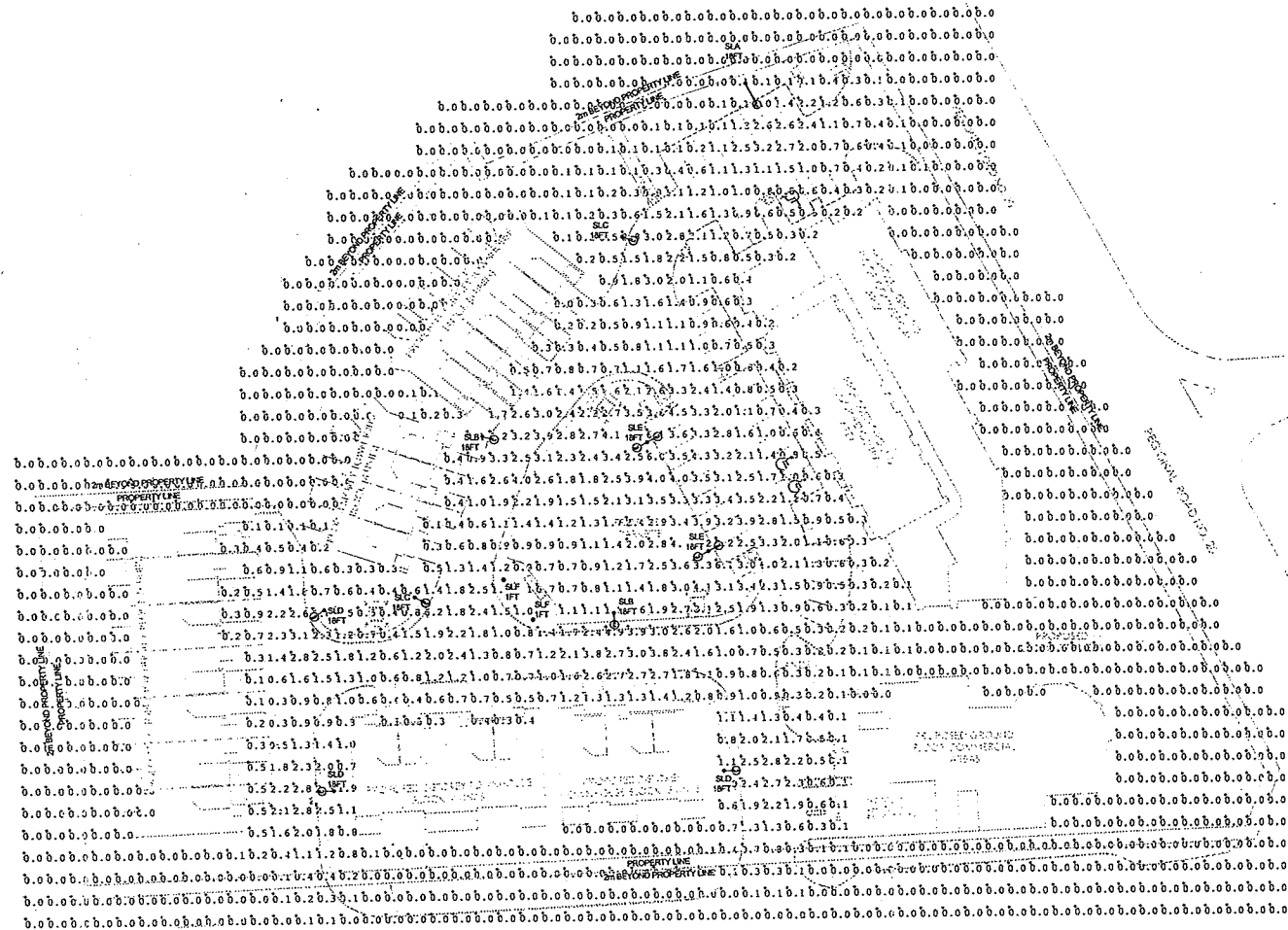
AYA PROPERTIES (FOUNTAIN LUMBER SITE) REDEVELOPMENT

105 HIGHWAY 20 FOUNTAIN, ONTARIO

AYA PROPERTIES (FOUNTAIN LUMBER SITE) REDEVELOPMENT

105 HIGHWAY 20 FOUNTAIN, ONTARIO

AYA PROPERTIES (FOUNTAIN LUMBER SITE) REDEVELOPMENT



ILLUMINATION LEVELS

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

LIGHT SCHEDULE						DESCRIPTION
ITEM	SYMBOL	NO. LAMPS	VOLTS	LAMP TYPE	WATTS	
SLA		-	-	LED	150	REAR LIGHTING - VYPER'S SERIES POLE MOUNT AREA LIGHT, KKKK-VYS-400-150-40-00
SLB		-	-	LED	150	REAR LIGHTING - VYPER'S SERIES POLE MOUNT AREA LIGHT, KKKK-VYS-400-150-40-00
SLC		-	-	LED	80	REAR LIGHTING - VYPER'S SERIES POLE MOUNT AREA LIGHT, KKKK-VYS-200-80-40-00
SLD		-	-	LED	80	REAR LIGHTING - VYPER'S SERIES POLE MOUNT AREA LIGHT, KKKK-VYS-200-80-40-00
SLE		-	-	LED	150	REAR LIGHTING - VYPER'S SERIES POLE MOUNT AREA LIGHT, KKKK-VYS-400-150-40-00
SLF		-	-	LED	150	REAR LIGHTING - VYPER'S SERIES POLE MOUNT AREA LIGHT, KKKK-VYS-400-150-40-00

- ALL OF THE VALUES SHOWN ARE LIGHT LEVELS AT GROUND LEVEL AND ARE MEASURED IN FOOT CANDLES.
- ALL LIGHT LEVELS SHOWN ARE THE RESULT OF LIGHTS TO THE MOUNTAGE HEIGHTS SHOWN ON THE DRAWINGS.
- PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED TEST PROCEDURES AND PUBLISHED LAMP RATING DATA. FIELD PERFORMANCE MAY VARY BASED ON ACTUAL LAMP, BALLAST, ELECTRICAL AND SITE CHARACTERISTICS.
- ALL POLE MOUNTED FIXTURES TO BE MOUNTED AT THE HEIGHT SHOWN ABOVE FINISHED GRADE AND ARE TO INCLUDE ANY POLE MOUNT COMPONENTS.
- ALL FIXTURES ARE TO BE SETBACK 10' (UNLESS NOTED OTHERWISE) FROM THE ROADWAY CURB LINES WHERE FIXTURES ARE MOUNTED ADJACENT TO PARKING AREAS. POLES ARE TO BE IN LINE WITH PAINTED PARKING LINES WHENEVER POSSIBLE.
- UTILITY SHIELDS AS REQUIRED TO PREVENT EXCESSIVE LIGHTING THROUGH SHIELDING PROPERTY LINES.
- ALTERNATE SITE LIGHTING FIXTURES WILL NOT BE APPROVED UNLESS ENGINEER DEALER PROVIDES PHOTO METRICS CAN BE PROVIDED TO MATCH THOSE PROVIDED BY ENGINEER.

FIXTURE IMAGE SLA, SLB, SLC, SLD, SLE

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

FIXTURE IMAGE SLF

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

SITE RENDER

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

SHEET TITLE:
ILLUMINATION LEVELS

DATE: JUNE 2017
SCALE: AS SHOWN
DR. BY: RS
CH. BY: JP
JOB No.: 170513
DWG. SL2
REV. 1

CLIENT:
MIXED USE
REDEVELOPMENT
(FONTHILL LUMBER SITE)
AVA PROPERTIES

PROJECT:
EAST VILLAGE YARDS
105 HIGHWAY #20
FONTHILL, ONTARIO

REV. 1
DATE: JULY 12, 2017
ISSUED FOR SITE PLAN APPROVAL
NOVEMBER 21, 2017



HALLEX ENGINEERING LTD.
110 South Service Rd. Unit 102
Fonthill, Ontario, Canada N4T 1B7
Tel: 905-271-1111 Fax: 905-271-1112

