The Corporation of the Township of Southgate By-law Number 2020-118

Being a by-law to authorize the execution of a Site Plan Control Agreement

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and Bylaw 2007-47; and

Whereas the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

- 1. **That** a Site Plan Agreement between the 2625635 Ontario Inc. and the Township of Southgate for the development of the lands described as Plan 480 BLK E Pt lot 19 Proton St E, geographic Village of Dundalk in the Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
- 2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
- 3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
- 4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 7th day	of October 2020.
Read a third time and finally passed this	7 th day of October 2020.
Mayor – John Woodbury	Clerk- Lindsey Green

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

SITE PLAN AGREEMENT

THIS AGREEN	MENT made in triplicate this day of , 2020
Between:	2625635 Ontario Inc.
	(hereinafter called the "OWNERS" OF THE FIRST PART)
- and -	
	THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the OWNERS represents that they are the owners of these lands and

premises in the Township of Southgate in the County of Grey, being more particularly

described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the OWNERS have agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNERS and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Village of Dundalk, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

- 1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the OWNERS;
- 2. The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
- 3. The PARTIES agree that this Agreement must be registered against the OWNERS' lands within forty-five (45) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

- 1. The OWNERS agree to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
- 2. It is agreed that if the OWNERS fail to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

- 1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to a Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 2007-47.
- 2. **The OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
- 3. **THE OWNERS** agree to carry out on the lands at the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:
 - (i) Submitted Site Plan Drawings;

which Plan is hereinafter called "the Site Plan". Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

- 4. Further Description of Work and Location of Site Plan. Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Southgate.
- 5. Exterior Fascia. The exterior of the building shall be developed in accordance with the attached Elevation plans.
- 6. Storm Drainage -- General. Notwithstanding the foregoing, the Owner agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the Owner. Upgrades to the system may be required. The Stormwater piping on the south side of the property shall be required to accept the water from the adjacent building downspout.

- 7. Entrance. The entrance to the property is from Proton Street North. All development, including curb cuts and entrance permits shall be obtained as required from the Township.
- 8. Fire Suppression. The owner agrees to install all necessary servicing and equipment on the property for firefighting and fire suppression, at the owners expense.
- 9. Servicing. The owner is responsible for ensuring that all services including, natural gas, hydro, water and sanitary sewer connections are made to the site at the owners expense prior to occupancy. Any relocation of said services will be at the owners expense.
- 10. Landscaping. The use of small landscape trees and planter boxes is encouraged on the property, but not required. A small bike rack or lock up post shall be required to be placed on the site prior to occupancy.
- 11. Outside Storage. Outside storage is not permitted on the property.
- 12. Dust Control Measures. The owner agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.
- 13. Lighting. All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards. Signs that are back lit will not be permitted.
- 14. Postponement and Subordination of Encumbrances. The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.
- 15. Southgate's Professional Fees and Disbursements. The Owner shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.
- 16. Waiver. The failure of Southgate at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.
- 17. No Challenge to the Agreement. The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

- 18. *Enforcement*. The Owner acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act*, 2001 as amended.
- 19. *Mediation.* Without affecting Southgate's statutory right under subsection 41(11) of the said *Planning Act* to, at its complete discretion, invoke the provisions of Section 446 of the *Municipal Act, 2001* as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.
- 20. *Registration.* The Owner consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.
- 21. Enurement Clause. The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

- 1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 2. The OWNER further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.
- 3. Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".
- 4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.
- 5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.
- 6. The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.
- 7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the OWNER: 2625635 Ontario inc.

47 Main St S

Georgetown, ON. L7G362

To the TOWNSHIP: Clerk

Township of Southgate 185667 Grey Rd 9, Dundalk, ON.

NOC 1BO

IN WITNESS WHEREOF the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

AND IN WITNESS WHEREOF the natural parties hereto have hereunto set their hands and seals. Signing authorized by by-law 2020-118.

SIGNED, SEALED AND DELIVERED) {OWNERS' NAMES})))
in the presence of:)))
)) Per:
Witness)
)) Per:
) Date:
Witness)) THE CORPORATION OF THE) TOWNSHIP OF SOUTHGATE)
) Per:) John Woodbury, Mayor)
) Per:) Lindsey Green, Clerk
)) Date:
) We have authority to bind the corporation

Schedule "A"

THE LAND

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

Plan 480 BLK E Pt lot 19, Proton E, in the Geographic Village of Dundalk, Township of Southgate

Schedule "B"

SITE PLANS

Drawing #1. Dated October 7th, 2020 and signed by the planner Drawing #2. Dated October 7th, 2020 and signed by the planner Drawing #3. Dated October 7th, 2020 and signed by the planner Drawing #4. Dated October 7th, 2020 and signed by the planner Drawing #5. Dated October 7th, 2020 and signed by the planner Drawing #6. Dated October 7th, 2020 and signed by the planner Drawing #7. Dated October 7th, 2020 and signed by the planner Drawing #8. Dated October 7th, 2020 and signed by the planner Drawing #9. Dated October 7th, 2020 and signed by the planner Drawing #9. Dated October 7th, 2020 and signed by the planner Drawing #10. Dated October 7th, 2020 and signed by the planner

Drawing #1 Dated October 7, 2020 19'-7" 78'-4" RECORD — DW/ 2×4 \$ INSUL/ 10" CONCRETE WALL W/ STORAGE $30" \times 30" \times 10"$ FTG. (SEE P. ENG. FDN WALL SCHEDULE) OF FLOOR SLAB MECH ROOM DW/ 2X4 & INSUL/ 10" CONCRETE WALL W/ $30" \times 30" \times 10"$ FTG. (SEE P. ENG. FDN WALL SCHEDULE)--DW/ 2X4 # INSUL/ 10" CONCRETE WALL W/ $30" \times 30" \times 10"$ FTG. (SEE P. ENG. FDN WALL SCHEDULE) 4" THICK CONCRETE FLOOR SLAB ON 6" COMPACTED GRANULAR FILL STORAGE (LUNCH ROOM) (SEE P. ENG. DWGS.)— 19'-9" STORAGE -4" THICK CONCRETE FLOOR SLAB ON 6" COMPACTED GRANULAR FILL 19'-21/2" (SEE P. ENG. DWGS.)--DW/ 2X4 & INSUL 10" CONCRETE WALL W/ $30" \times 30" \times 10"$ FTG. (SEE P. ENG. FDN WALL SCHEDULE) 10'-10" 19'-7" 80'-0" FOUNDATION PLAN General Notes

All designs, drawings and related documents issued to the client/owner remain the property of Bev Gray & Associates. Reproduction of these designs, drawings or related documents in whole or in part, is strictly forbidden without written permission.

ALL CONSTRUCTION PRACTICES TO COMPLY WITH CURRENT ONTARIO BUILDING CODE (O.REG. 137/07) REQUIREMENTS AND LOCAL BY-LAWS (UNLESS OTHERWISE NOTED) & STRUCTURAL INTEGRITY TO BE APPROVED BY THE LOCAL MUNICIPALITY.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER IMMEDIATELY. THIS DRAWING SHALL NOT BE SCALED.

I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.7 of Division C of the OBC. I am qualified and the firm is registered in the appropriate classes/categories.

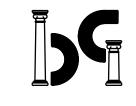
Bev Gray & Associates BCIN #102156 Bev Gray BCIN #25342

Bev Gray, MAATO

Architectural Technologist



No. Revision/Issue Dat



BEV GRAY M.A.A.T.O. 519-216-1935 bghousedesigns@gmail.com

drawing title:

FOUNDATION PLAN

Project Name and Address

DUNDALK PHARMACY

PLAN 480 BLK E

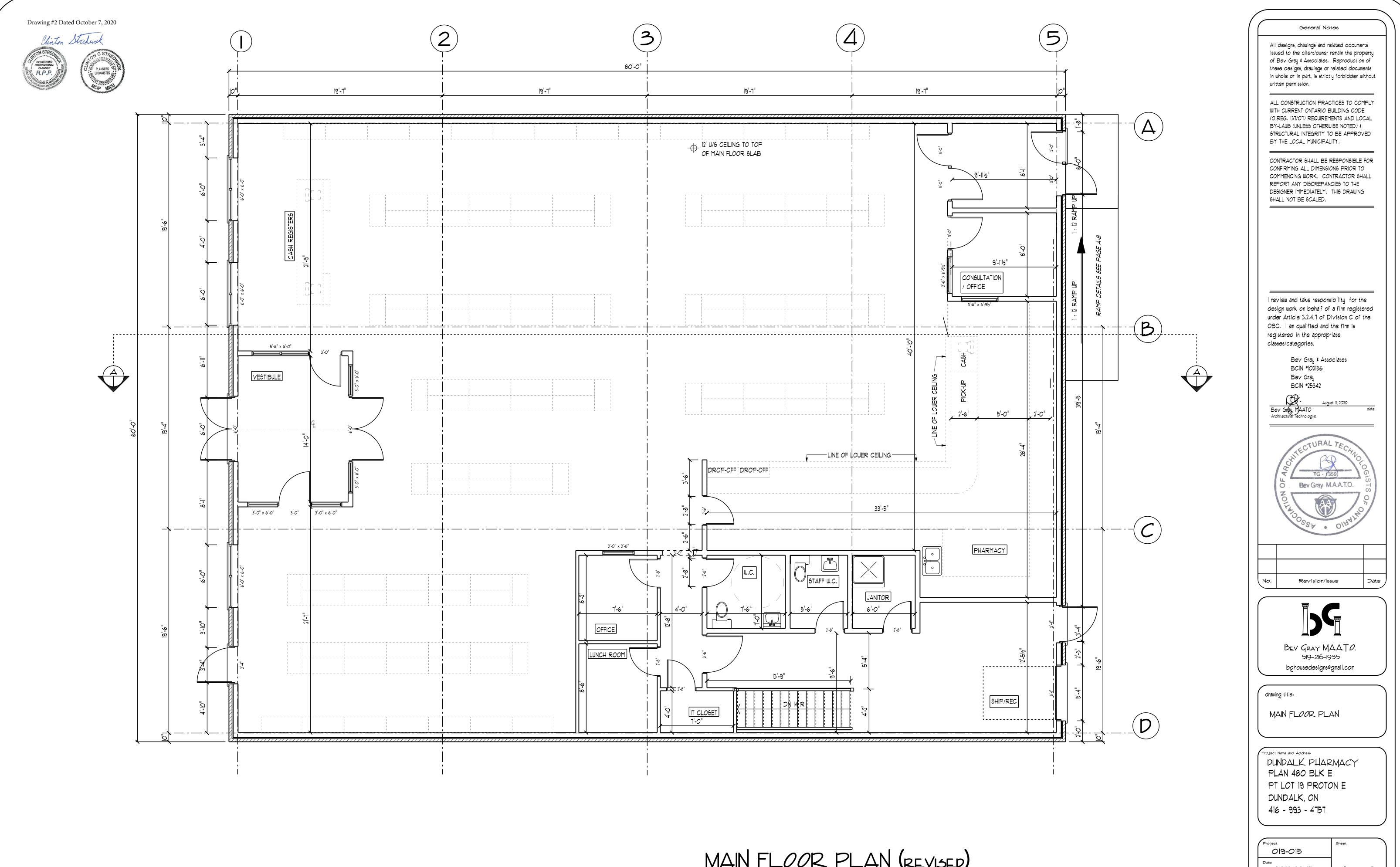
PT LOT 19 PROTON E

DUNDALK, ON

416 - 993 - 4757

42 01 110 001 28900 0000

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

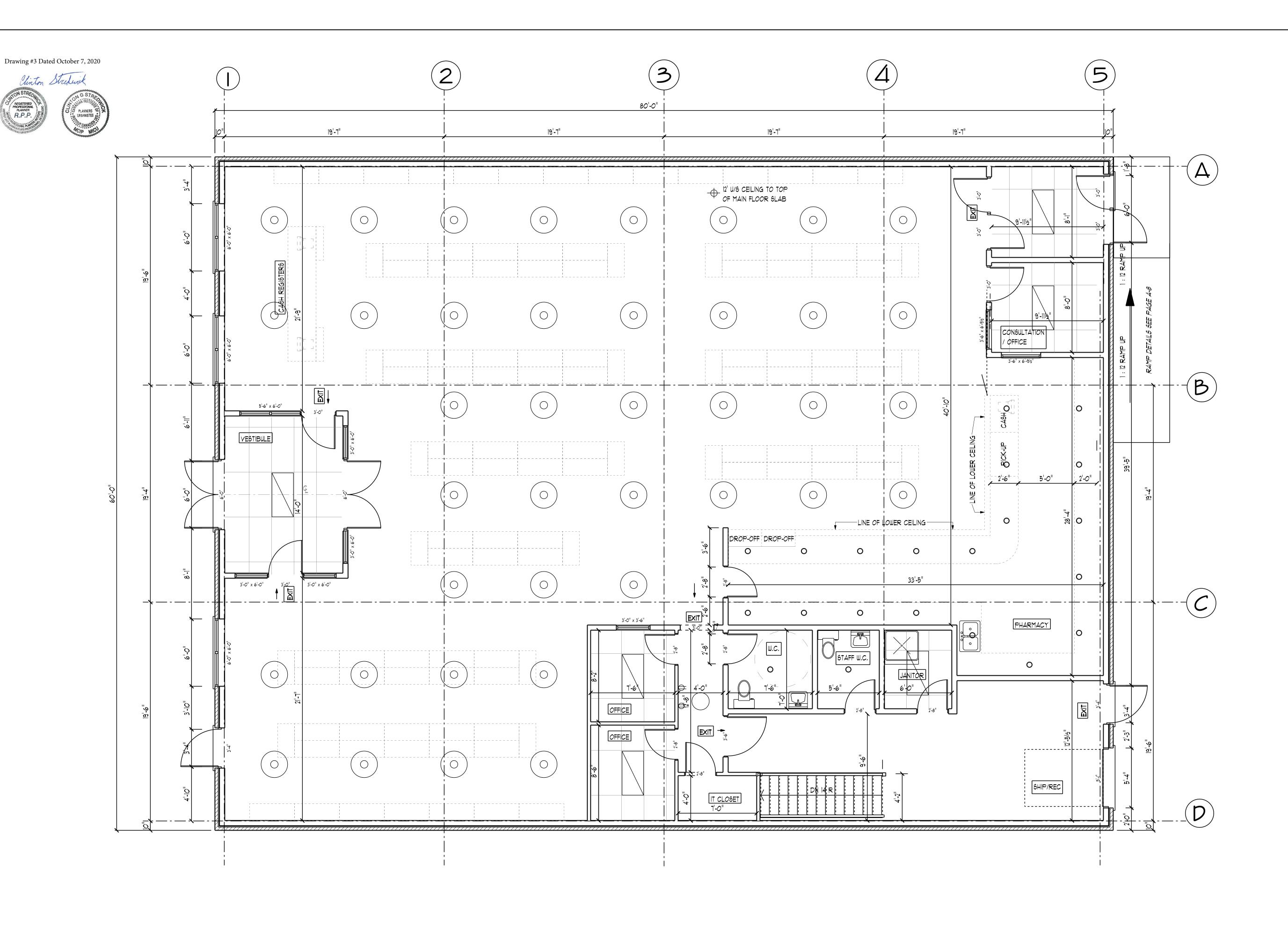


SCALE : 1/4" = 1'-0"

MAN FLOOR PLAN (REVISED)

2019-10-15

As Noted



MAN FLOOR PLAN (REVISED)

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

General Notes

All designs, drawings and related documents issued to the client/owner remain the property of Bev Gray & Associates. Reproduction of these designs, drawings or related documents in whole or in part, is strictly forbidden without written permission.

ALL CONSTRUCTION PRACTICES TO COMPLY WITH CURRENT ONTARIO BUILDING CODE (O.REG. 137/07) REQUIREMENTS AND LOCAL BY-LAWS (UNLESS OTHERWISE NOTED) & STRUCTURAL INTEGRITY TO BE APPROVED BY THE LOCAL MUNICIPALITY.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS PRIOR TO COMMENCING WORK, CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER IMMEDIATELY, THIS DRAWING SHALL NOT BE SCALED.

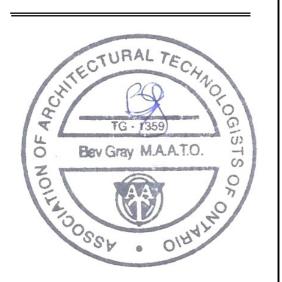
I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.7 of Division C of the OBC. I am qualified and the firm is registered in the appropriate classes/categories.

Bev Gray & Associates BCIN #102156 Bev Gray BCIN #25342

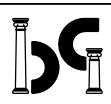
September 16, 2020

Bev Grøy, MAATO d.

Architectural Technologist



No. Revision/lesue Da



Bev Gray M.A.A.T.O. 519-216-1935 bghousedesigns@gmail.com

drawing title:

REFLECTED CEILING PLAN MAIN FL*OO*R

Project Name and Address

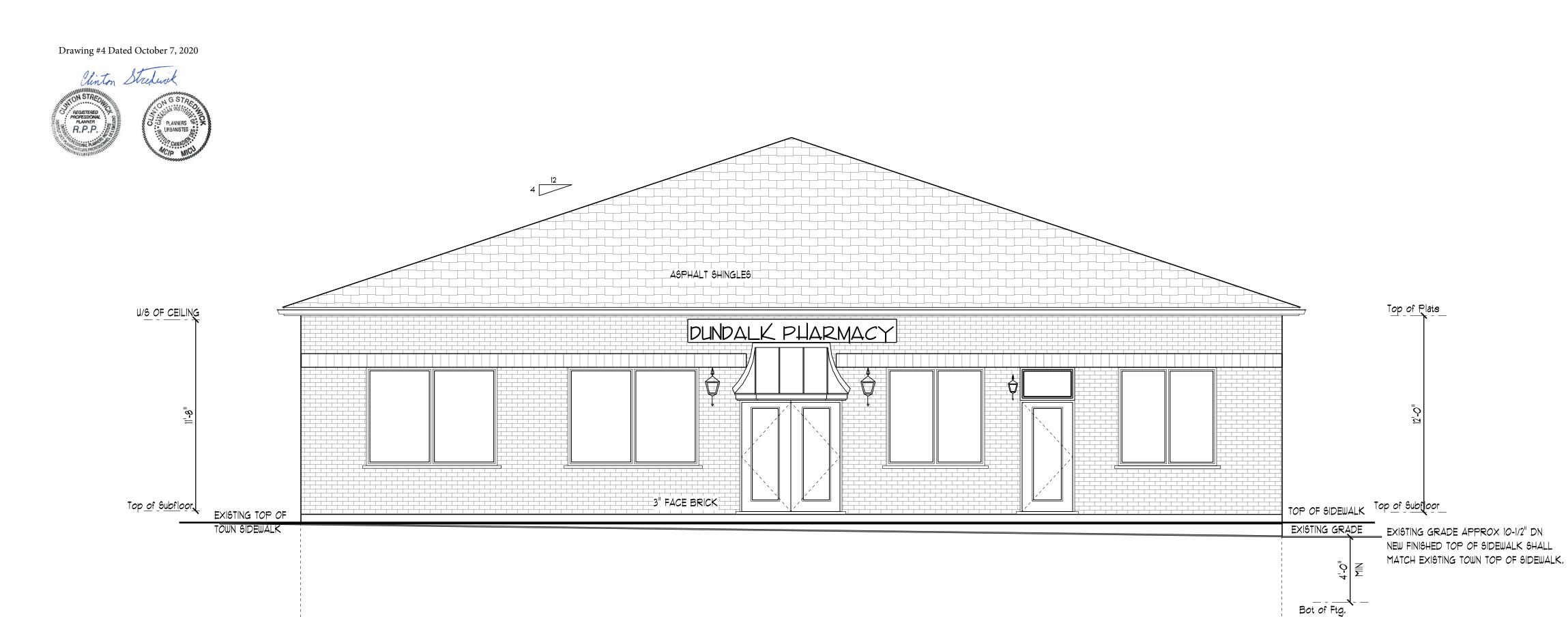
DUNDALK PHARMACY

PLAN 480 BLK E

PT LOT 19 PROTON E

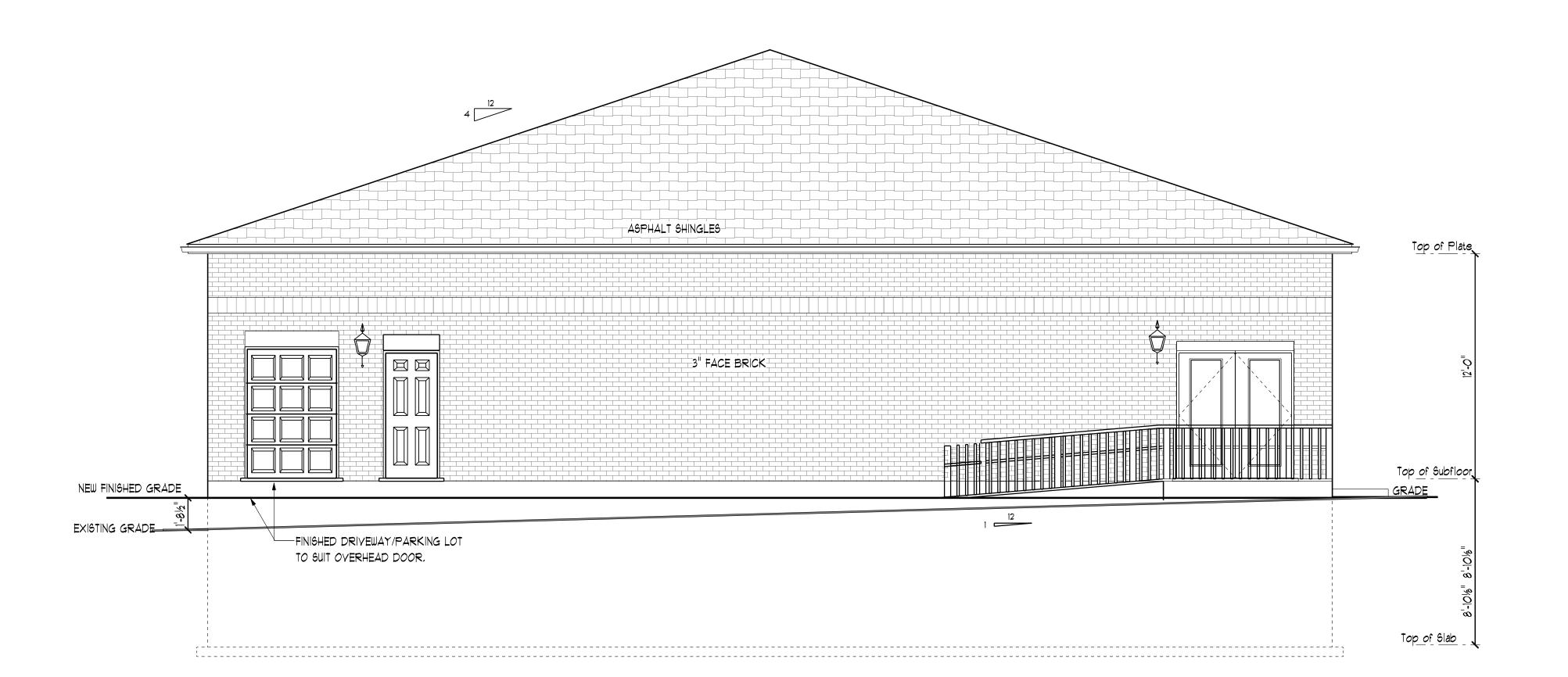
DUNDALK, ON

416 - 993 - 4757



FRONT ELEVATION

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



REAR ELEVATION

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

General Notes

All designs, drawings and related documents issued to the client/owner remain the property of Bev Gray & Associates. Reproduction of these designs, drawings or related documents in whole or in part, is strictly forbidden without written permission.

ALL CONSTRUCTION PRACTICES TO COMPLY WITH CURRENT ONTARIO BUILDING CODE (O.REG. 131/0T) REQUIREMENTS AND LOCAL BY-LAWS (UNLESS OTHERWISE NOTED) & STRUCTURAL INTEGRITY TO BE APPROVED BY THE LOCAL MUNICIPALITY.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS PRIOR TO COMMENCING WORK, CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER IMMEDIATELY, THIS DRAWING SHALL NOT BE SCALED.

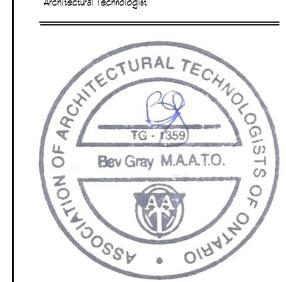
I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.7 of Division C of the OBC. I am qualified and the firm is registered in the appropriate classes/categories.

Bev Gray & Associates BCIN #102156 Bev Gray BCIN #25342

September 16, 2020

Bev Gray M.A.A.TO.

Architectural Technologist



No. Revision/Issue Date

BEV GRAY M.A.A.T.O. 519-216-1935 bghousedesigns@gmail.com

drawing title:
FRONT & REAR
ELEVATIONS

Project Name and Address

DUNDALK PHARMACY

PLAN 480 BLK E

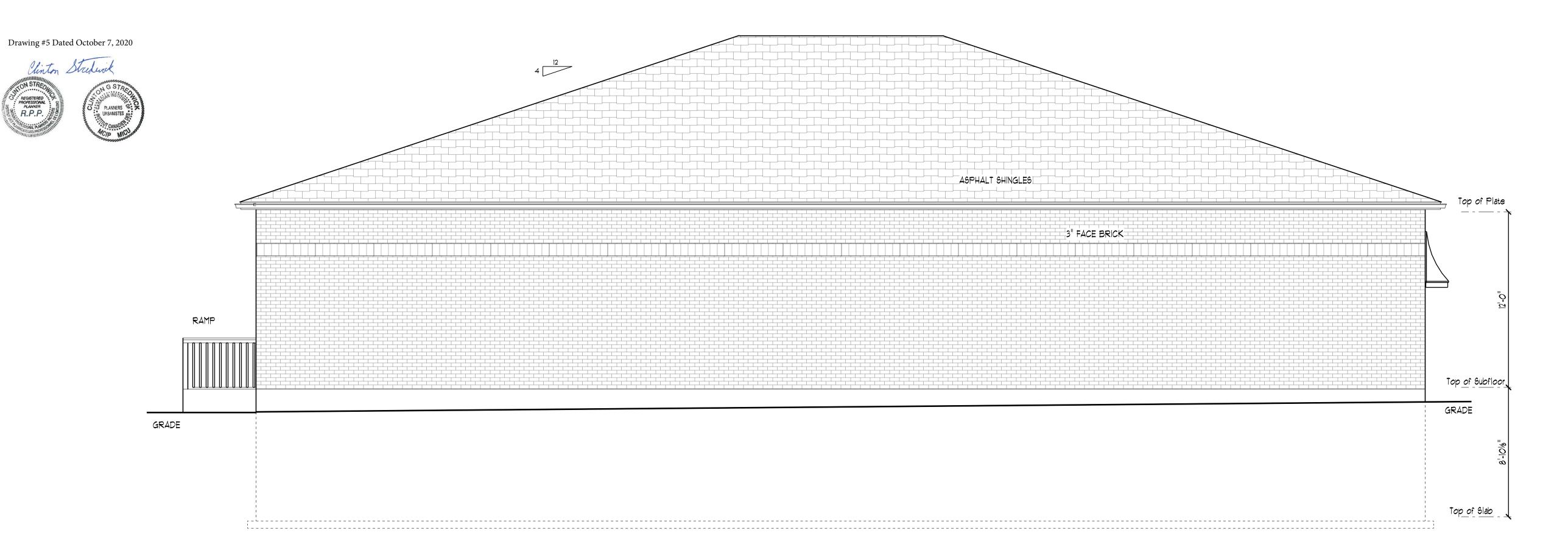
PT LOT 19 PROTON E

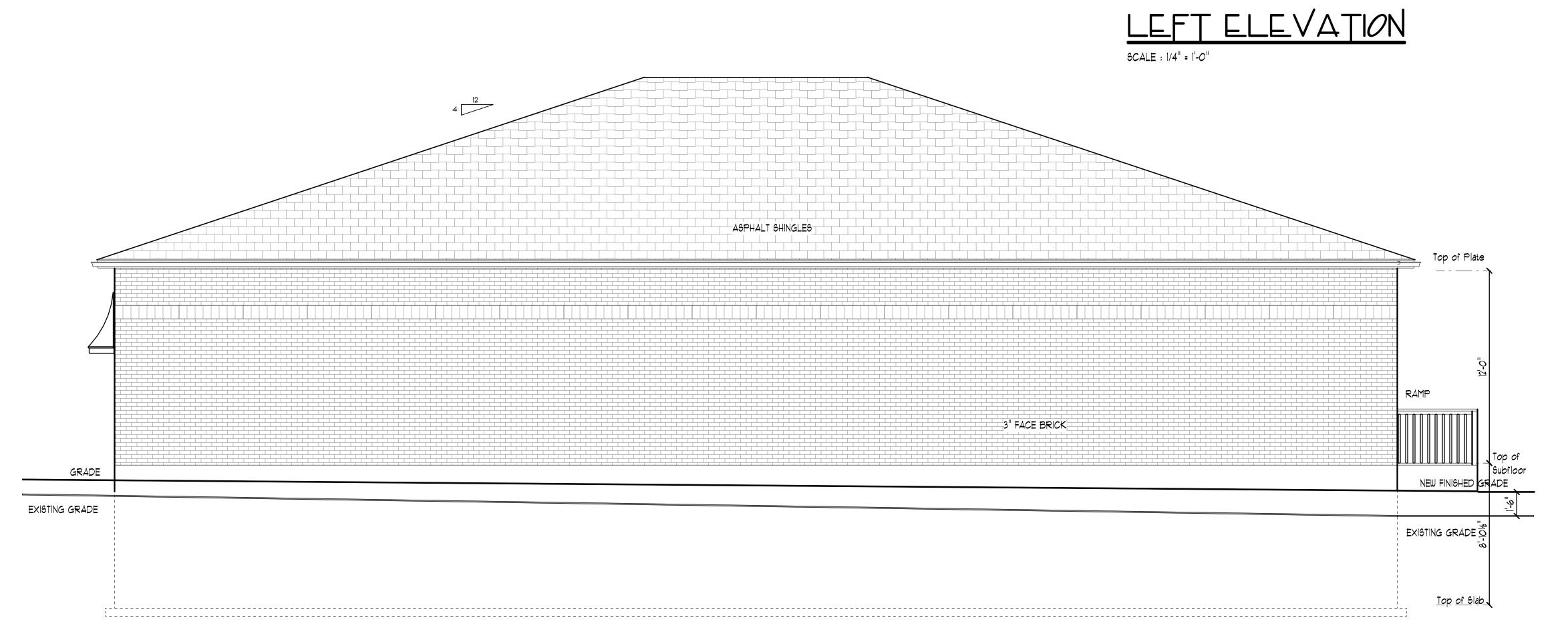
PT LOT 19 PROTON DUNDALK, ON 416 - 993 - 4757

019-015

Date
2019-10-15

Scale
As Noted







General Notes

All designs, drawings and related documents issued to the client/owner remain the property of Bev Gray & Associates. Reproduction of these designs, drawings or related documents in whole or in part, is strictly forbidden without written permission.

ALL CONSTRUCTION PRACTICES TO COMPLY WITH CURRENT ONTARIO BUILDING CODE (O.REG. 137/07) REQUIREMENTS AND LOCAL BY-LAWS (UNLESS OTHERWISE NOTED) & STRUCTURAL INTEGRITY TO BE APPROVED BY THE LOCAL MUNICIPALITY.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER IMMEDIATELY. THIS DRAWING SHALL NOT BE SCALED.

I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.7 of Division C of the OBC. I am qualified and the firm is registered in the appropriate classes/categories.

Bev Gray & Associates BCIN #102156 Bev Gray BCIN #25342

Bev Gray, NAATO
Architectural Jechnologist



No. Revision/Issue Dat



BEV GRAY M.A.A.T.O. 519-216-1935 bghousedesigns@gmail.com

drawing title:

LEFT & RIGHT ELEVATIONS

Project Name and Address

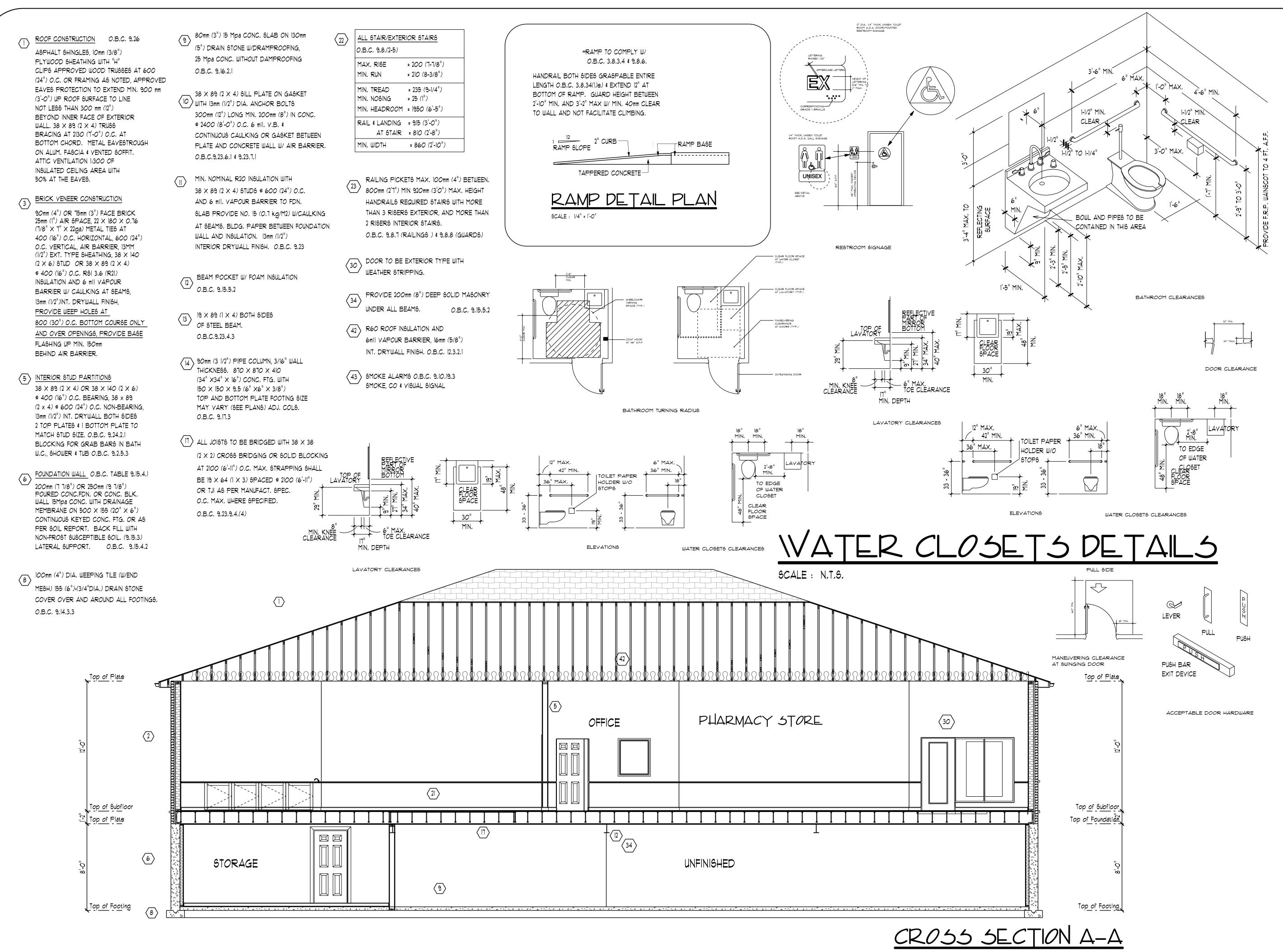
DUNDALK PHARMACY

PLAN 480 BLK E

PT LOT 19 PROTON E

DUNDALK, ON

416 - 993 - 4757



General Notes

All designs, drawings and related documents issued to the client/owner remain the property of Bev Gray & Associates. Reproduction of these designs, drawings or related documents in whole or in part, is strictly forbidden without written permission.

ALL CONSTRUCTION PRACTICES TO COMPLY WITH CURRENT ONTARIO BUILDING CODE (O.REG. 131/01) REQUIREMENTS AND LOCAL BY-LAWS (UNLESS OTHERWISE NOTED) & STRUCTURAL INTEGRITY TO BE APPROVED BY THE LOCAL MUNICIPALITY.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ALL DIMENSIONS PRIOR TO COMMENCING WORK, CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER IMMEDIATELY, THIS DRAWING SHALL NOT BE SCALED.

Drawing #6 Dated October 7, 2020





I review and take responsibility for the design work on behalf of a firm registered under Article 3.2.4.7 of Division C of the OBC. I am qualified and the firm is registered in the appropriate classes/categories.

Bev Gray & Associates
BCIN #102156
Bev Gray-Gosling
BCIN #25242

BCIN #25342

September 16, 2020

Bev Gay-Gosling, MAATO

Architectural Technologist



NO RAY OF THE PROPERTY OF THE

No. Revision/lasue



DEV GRAY M.A.A. I.O.

9069 Ern Garafraxa Tavnlne, Ortan, ON.

LON INO. 519–216–1935

bahousedesigns@amail.com

drawing title:

CR055 SECTION A-A. DETAILS & NOTES

Project Name and Address

DUNDALK PHARMACY

PLAN 480 BLK E

PT LOT 19 PROTON E

DUNDALK, ON

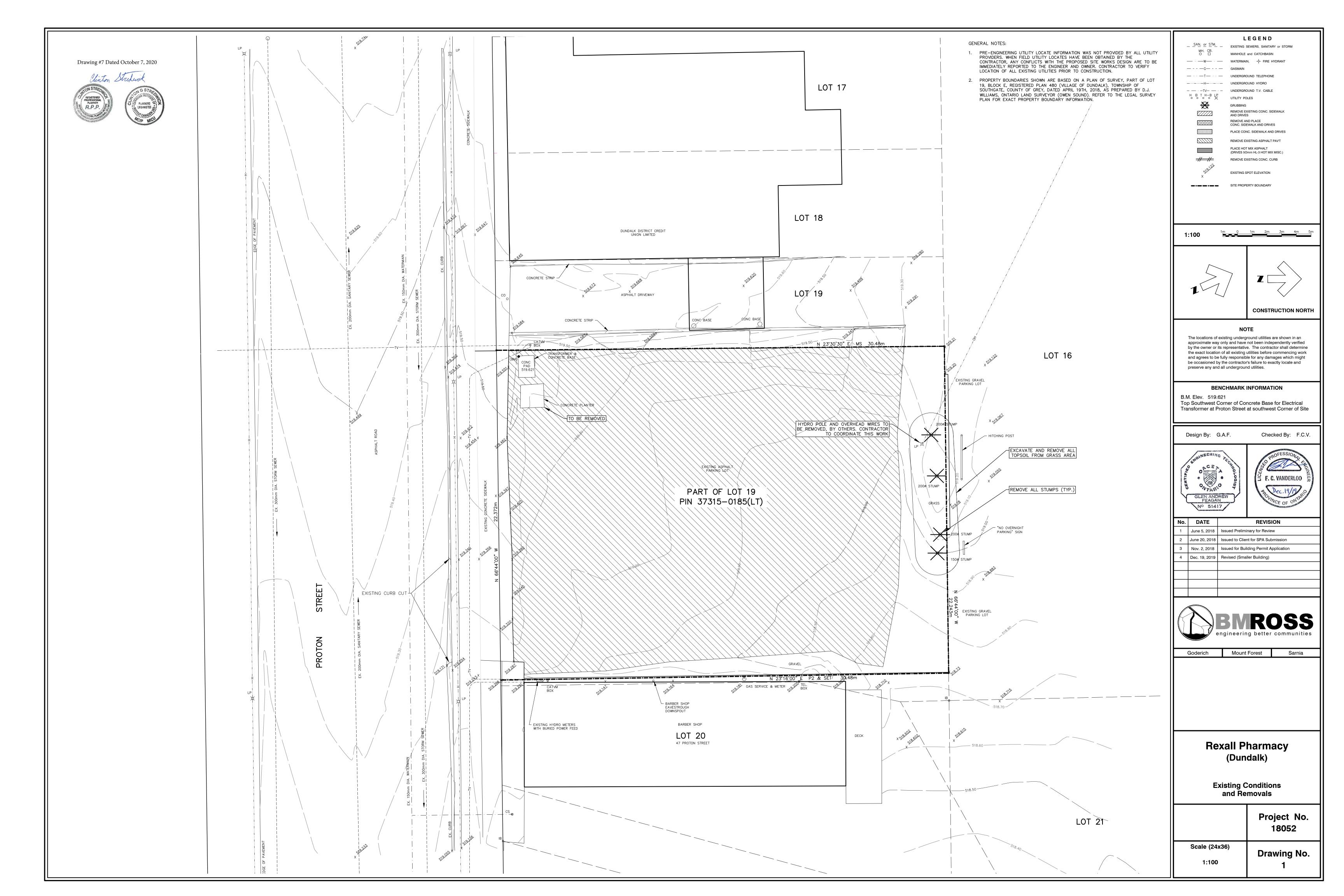
416 - 993 - 4757

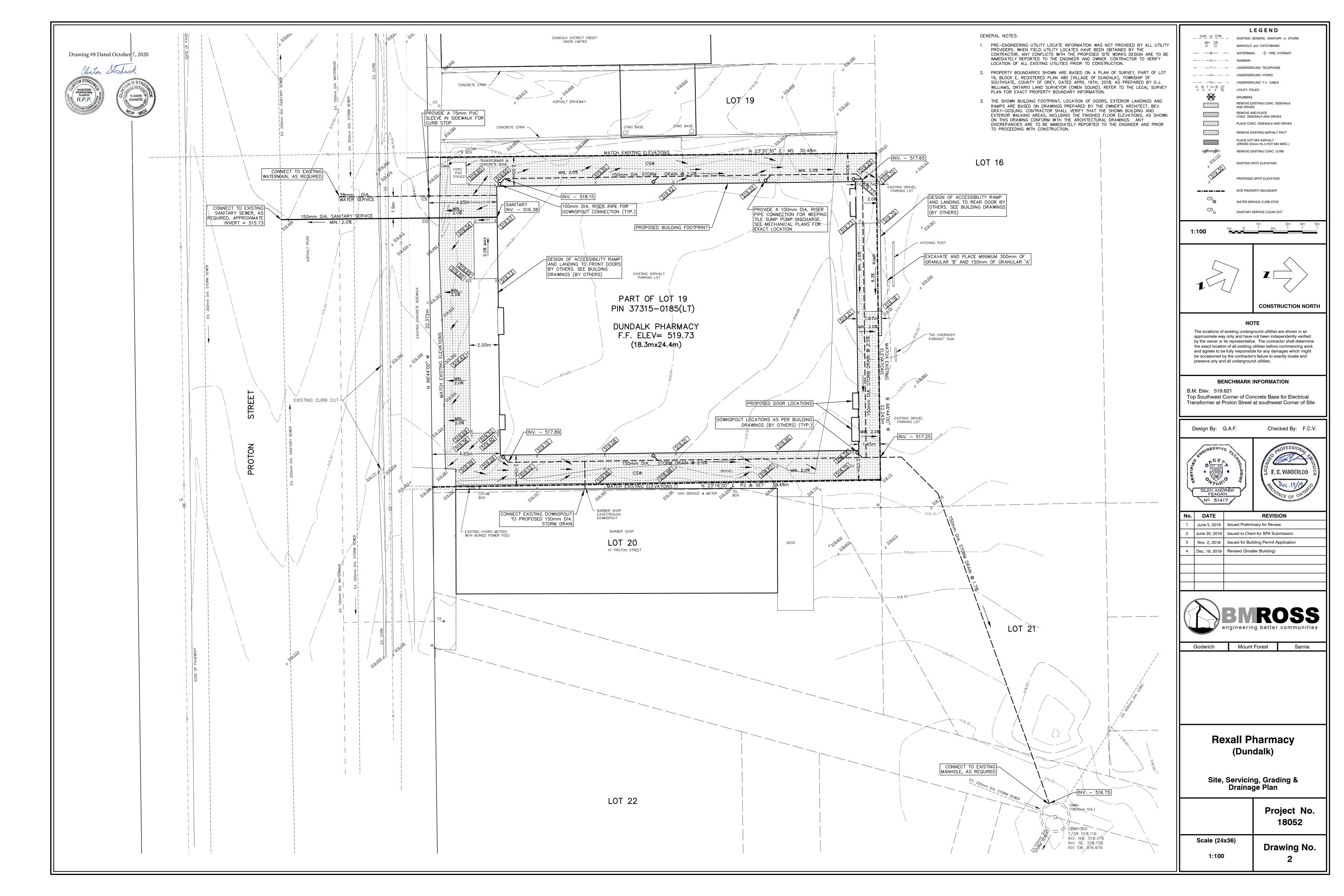
Project
019-015

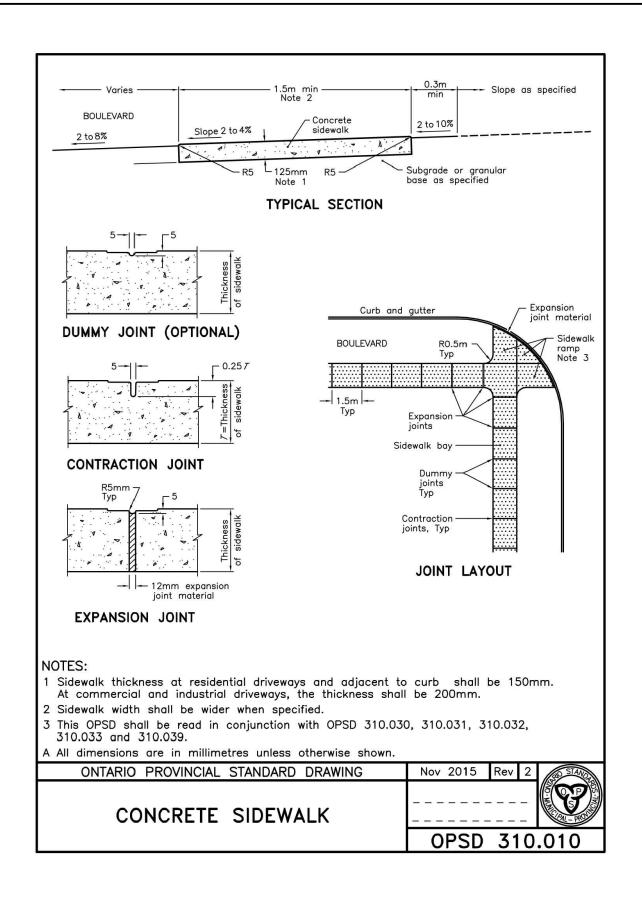
Date
2019-10-15

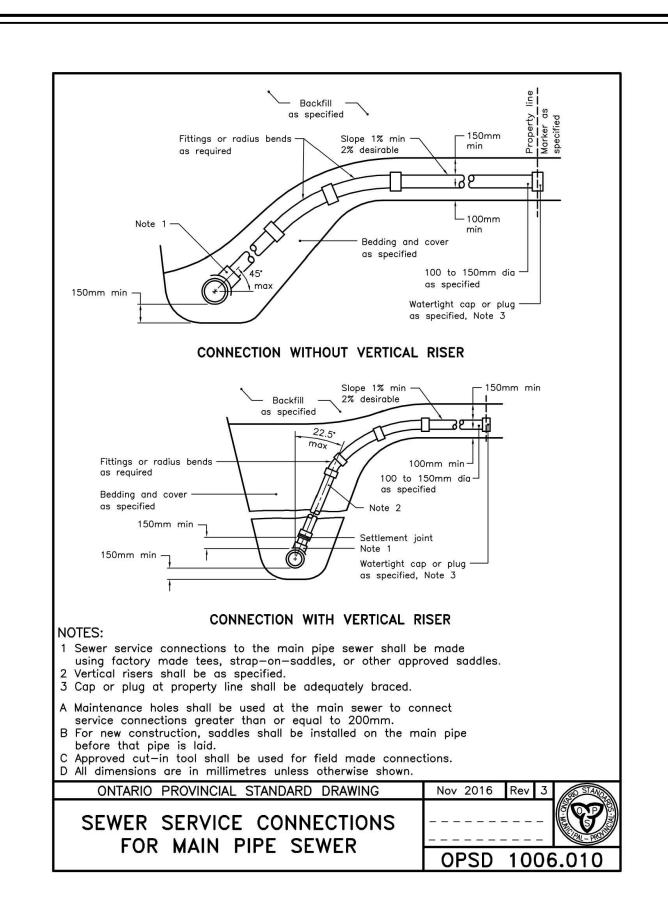
Scale
As Noted

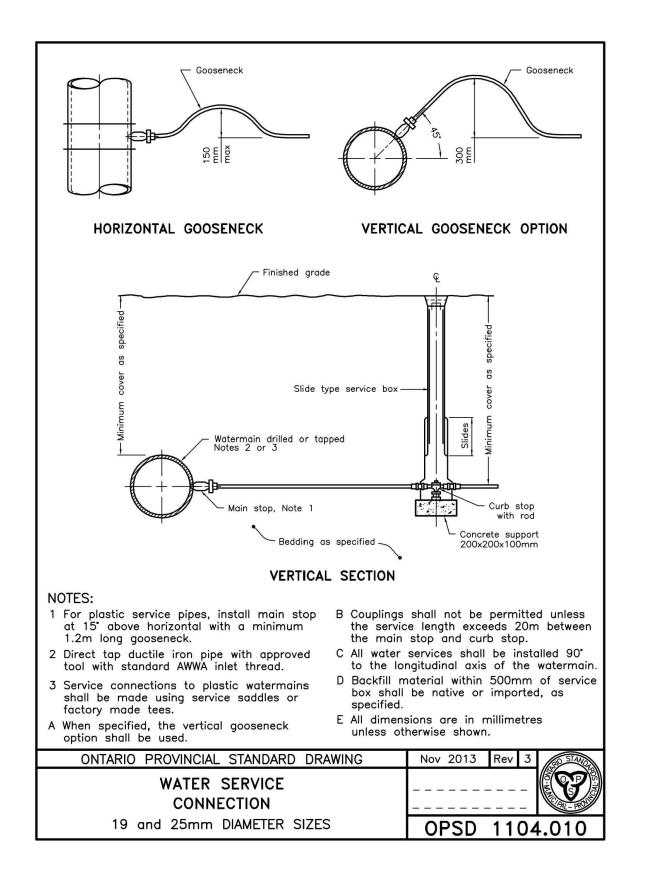
SCALE : 1/4" = 1'-0"

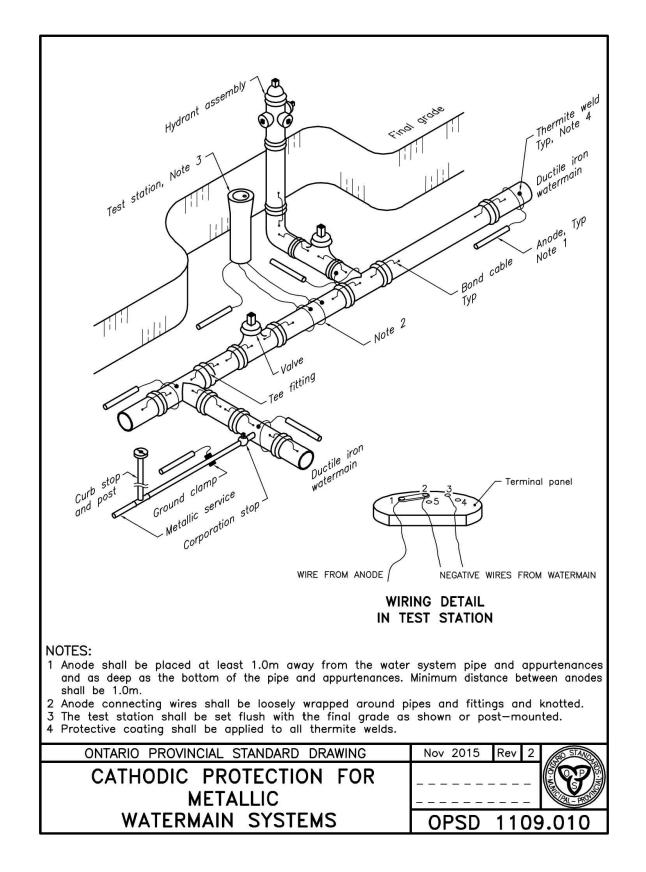






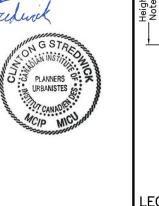


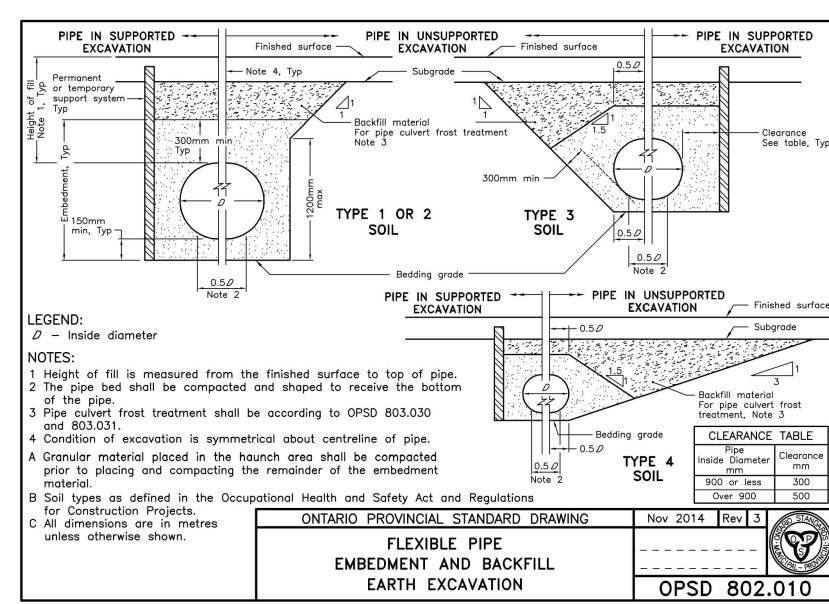


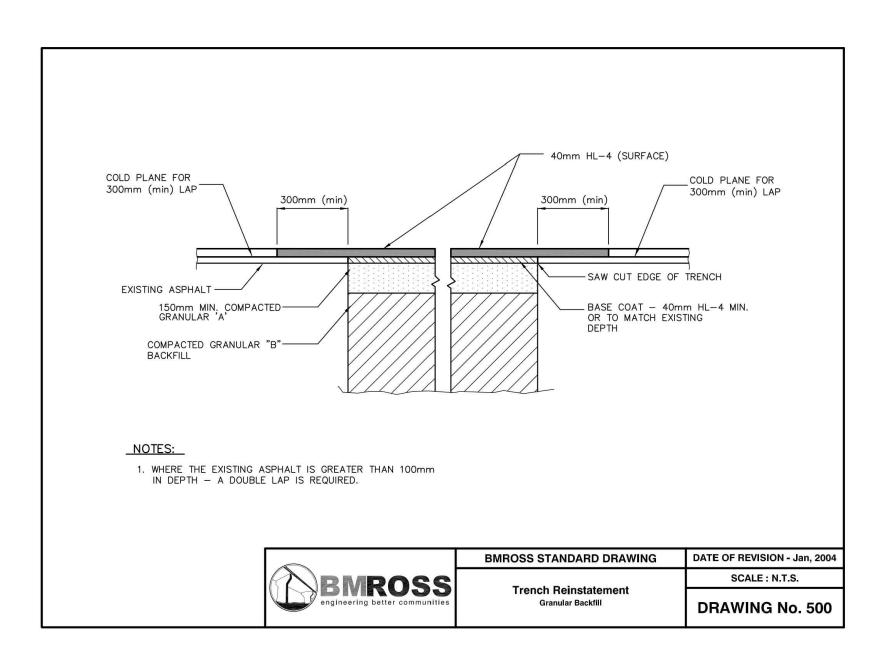


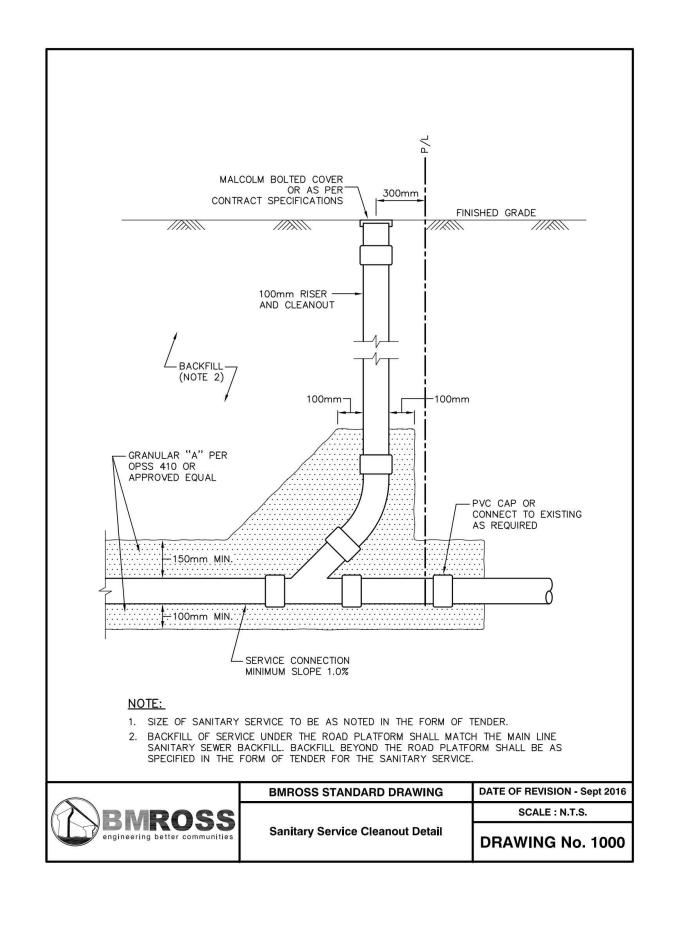


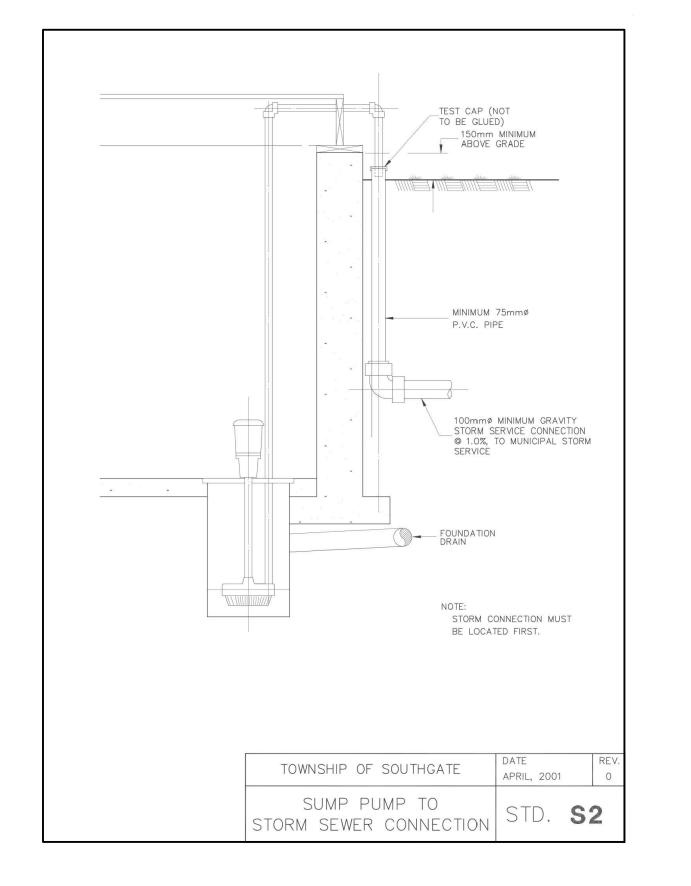


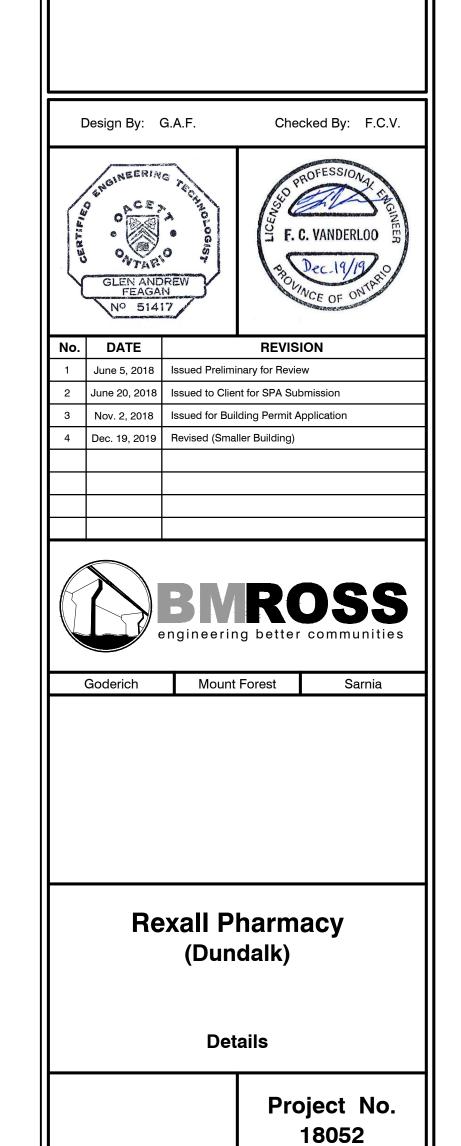












Scale (24x36)

As Shown

Drawing No.

SPECIFICATIONS AND NOTES

GENERAL (APPLICABLE TO ALL WORKS)

- 1. PRE-ENGINEERING UTILITY LOCATE INFORMATION WAS NOT PROVIDED BY ALL UTILITY PROVIDERS. WHEN FIELD UTILITY LOCATES HAVE BEEN OBTAINED BY THE CONTRACTOR, ANY CONFLICTS WITH THE PROPOSED SITE WORKS DESIGN ARE TO BE IMMEDIATELY REPORTED TO THE ENGINEER AND OWNER. CONTARCTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 2. PROPERTY BOUNDARIES SHOWN ARE BASED ON A PLAN OF SURVEY PART OF LOT 19 BLOCK E REGISTERED PLAN 480 (VILLAGE OF DUNDALK) TOWNSHIP OF SOUTHGATE, COUNTY OF GREY, DATED APRIL 19TH, 2018, AS PREPARED BY D.J. WILLIAMS, ONTARIO LAND SURVEYOR (OWEN SOUND). REFER TO THE LEGAL SURVEY PLAN FOR EXACT PROPERTY
- 3. THE SHOWN BUILDING FOOTPRINT, LOCATION OF DOORS, EXTERIOR LANDINGS AND RAMPS ARE BASED ON DRAWINGS PREPARED BY THE OWNER'S ARCHITECT, BEV GRAY-GOSLING. CONTRACTOR SHALL VERIFY THAT THE SHOWN BUILDING AND EXTERIOR WALKING AREAS, INCLUDING THE FINISHED FLOOR ELEVATIONS, AS SHOWN ON THIS DRAWING CONFORM WITH THE ARCHITECTURAL DRAWINGS. ANY DISCREPANCIES ARE TO BE IMMEDIATELY REPORTED TO THE ENGINEER AND PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 4. CONTRACTOR SHALL VERIFY ALL EXISTING INFORMATION WHICH INCLUDES, BUT IS NOT LIMITED TO, SITE CONDITIONS, LOCATIONS, ELEVATIONS, GRADES, AND INVERTS, PRIOR TO CONSTRUCTION. ANY DISCREPANCIES ARE TO BE IMMEDIATELY REPORTED TO THE ENGINEER AND PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 5. NO WORK SHALL PROCEED WITHIN TOWNSHIP ROAD ALLOWANCES WITHOUT PRIOR WRITTEN NOTIFICATION TO THE TOWNSHIP AND NOT UNTIL RECEIPT OF TOWNSHIP APPROVAL.
- 6. NO CHANGES ARE TO BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- 7. CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH UTILITY COMPANIES WHO MAY ALSO REQUIRE UTILITY INSTALLATIONS BE COMPLETED DURING CONSTRUCTION.
- 8. CONTRACTOR TO PROVIDE TRAFFIC CONTROL, AND MEASURES TO PROTECT PEDESTRIANS, IN ACCORDANCE WITH MTO BOOK 7 AND AS REQUIRED BY THE TOWNSHIP OF SOUTHGATE.
- 9. CONTRACTOR SHALL MARK UP CONTRACT DRAWINGS WITH "AS RECORDED" INFORMATION AND SUBMIT THEM TO THE ENGINEER WITHIN ONE MONTH OF SUBSTANTIAL PERFORMANCE
- 10. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL PERMITS FROM THE TOWNSHIP.

GEOTECHNICAL INVESTIGATION:

11. THE OWNER SHALL RETAIN A CONSULTANT TO COMPLETE A GEOTECHNICAL INVESTIGATION FOR THE PROPOSED BUILDING AND SITE WORKS PRIOR TO COMMENCING WITH ANY CONSTRUCTION. THE RESULT OF THAT INVESTIGATION SHALL BE SUBMITTED IMMEDIATELY TO THE ARCHITECT AND ENGINEER. THE GEOTECHNICAL CONSULTANT TO COMPLETE COMPACTION AND MATERIAL TESTING DURING THE CONSTRUCTION OF THE WORKS AND THE RESULTS OF THAT WORK REPORTED IMMEDIATELY TO THE ARCHITECT AND ENGINEER.

DISPOSAL OF SURPLUS MATERIALS AND RESTORATION:

- 12. ALL EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. WORK SHALL INCLUDE ALL LOADING, HAULING, DUMPING AND LEVELLING OF THE
- CLEAN EARTH MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN APPROVED SITE OUTSIDE THE LIMITS OF THE PROJECT AREA.
- ASPHALT SHALL BE DISPOSED OF BY THE CONTRACTOR, AT AN APPROVED SITE OUTSIDE THE LIMITS OF THE PROJECT AREA.
- CONCRETE SHALL BE DISPOSED OF BY THE CONTRACTOR OUTSIDE THE LIMITS OF THE PROJECT AREA.

13. GENERAL RESTORATION REQUIREMENTS:

- ALL RESTORATION SHALL BE IN ACCORDANCE WITH OPSS 492 AND THE
- a. LAWN AREAS -- 100 MM OF APPROVED TOPSOIL LEVELLED AND GRADED TO CONFORM TO THE EXISTING GROUND, FOLLOWED BY NURSERY SOD.
- b. <u>NON-LAWN, NON-ROADWAY AREAS</u> -- 100 MM OF APPROVED TOPSOIL LEVELLED AND GRADED TO CONFORM TO THE EXISTING GROUND, FOLLOWED BY AN
- APPROVED SEED AND MULCH APPLICATION BY HYDRO-SEEDING METHODS. c. WHERE EXISTING ROADWAY/DRIVEWAY IS PAVED -- 450 MM MINIMUM OF GRANULAR "B", 150 MM OF GRANULAR "A", 40 MM OF HL-3 OVER 50 MM OF HL-4. WHERE NEW ASPHALT IS REQUIRED AGAINST EXISTING PAVEMENT. A STEPPED JOINT SHALL BE PREPARED BY REMOVING 0.5 M WIDE BY THE DEPTH
- OF THE EXISTING SURFACE COURSE PRIOR TO PAVING d. ALL DISTURBED OR DAMAGED CONCRETE STRUCTURES, SUCH AS SIDEWALKS, CURBS AND GUTTER, ETC., SHALL BE REMOVED AND REPLACED TO MATCH
- e. PRIOR TO THE EXPIRATION OF AN AGREED TO WARRANTY PERIOD, THE CONTRACTOR SHALL REPAIR ALL SETTLEMENTS. SETTLEMENTS OF LAWNS, NON-LAWNS OR NON-ROADWAY AREAS SHALL BE RESTORED BY APPLYING SUFFICIENT TOPSOIL TO THE SETTLED AREA FOLLOWED BY AN APPLICATION OF APPROVED SEED AND MULCH. ASPHALT SETTLEMENTS SHALL BE RESTORED BY MILLING THE DEFICIENT AREA FOLLOWED BY THE PLACEMENT HOT MIX ASPHALT (HMA). ALL REPAIRS SHALL BE IN ACCORDANCE WITH OPSS 570, OPSS 572,
- AND OPSS 310. f. ALL BEDDING, EMBEDMENT, COVER AND BACKFILL MATERIAL SHALL BE PLACED IN LAYERS PRIOR TO COMPACTING IN ACCORDANCE WITH OPSS 501. COMPACTION SHALL BE DONE USING A "HOEPAC" TYPE COMPACTION UNIT.
- NOTE: IN (A) AND (B) ABOVE, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE A CATCH OF GRASS.

DEWATERING:

14. DEWATERING OF EXCAVATIONS TO BE COMPLETED BY THE CONTRACTOR AS REQUIRED AND IN ACCORDANCE WITH OPSS 517 AND OPSS 518

15. MAXIMUM SLOPE OF ALL ACCESS AREAS (DRIVES, WALKWAYS, ETC.) TO BE 5%, AND MINIMUM SLOPE OF 2%, UNLESS OTHERWISE INDICATED ON THE DRAWINGS.

EARTH EXCAVATION:

16. THE CONTRACTOR SHALL EXCAVATE TO THE REQUIRED LINE AND GRADE. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF AS OUTLINED UNDER THE GENERAL

17. WORK IS TO INCLUDE ALL EXCAVATION AND GRADING REQUIRED INCLUDING THE REMOVAL AND DISPOSAL OF DESIGNATED ASPHALT, INCLUDING CURBS AND ANY OTHER MINOR STRUCTURES ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.

GRANULAR "A" AND GRANULAR "B":

SP - DISPOSAL OF SURPLUS MATERIALS.

18. THE CONTRACTOR SHALL SUPPLY TO THE SITE, PLACE, FINE GRADE AND COMPACT GRANULAR "A" AND GRANULAR "B" MATERIALS REQUIRED IN THE ROADWAY FOR ROADBED, SUBDRAINS, SHOULDERING, DRIVEWAYS, SIDEWALKS, ETC., WHICH ARE APPLICABLE TO THIS PROJECT.

CLEARING AND GRUBBING OF TREES:

19. CLEARING AND GRUBBING SHALL BE IN ACCORDANCE WITH OPSS 201

SANITARY SERVICE:

- 1. THE CONTRACTOR SHALL SUPPLY ALL LABOUR, EQUIPMENT AND MATERIALS FOR THE COMPLETE INSTALLATION AND TESTING OF THE SANITARY SERVICE AS INDICATED ON THE DRAWINGS.
- 2. PIPE MATERIAL FOR SANITARY SERVICE SHALL BE PVC DR28. SERVICE SADDLE SHALL BE CLOW D-50 CAST IRON SS STRAP ON SADDLE OR APPROVED EQUIVALENT. WHERE REQUIRED AND/OR SHOWN ON THE DRAWINGS, END CAPS, ADAPTERS, REDUCERS, ETC. SHALL BE PROVIDED.
- 3. BEDDING SHALL BE CLASS B AS PER OPSD 802.030, 802.031, 802.032 FOR RIGID PIPE AND WHICHEVER SOIL TYPE IS APPLICABLE.
- 4. EMBEDMENT SHALL BE AS PER OPSD 802.010 (FLEXIBLE PIPE) FOR WHICHEVER SOIL TYPE IS APPLICABLE.
- 5. BEDDING AND EMBEDMENT MATERIAL SHALL BE GRANULAR "A". COVER MATERIAL SHALL BE APPROVED GRANULAR MATERIAL TO 300 MM ABOVE THE TOP OF PIPE.
- 6. BACKFILL UNDER ALL HARD SURFACED AREAS (AND WITHIN 5 METRES OF THE NEW BUILDING) SHALL BE APPROVED IMPORTED GRANULAR MATERIAL TO SUBGRADE AND COMPACTED TO A MINIMUM DRY DENSITY OF 98%. BACKFILL IN LANDSCAPED AREAS (EXCEPT AS NOTED ABOVE) SHALL BE SELECT NATIVE MATERIAL COMPACTED TO A MINIMUM DRY DENSITY OF 95%.
- 7. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF AS OUTLINED UNDER THE DISPOSAL OF SURPLUS MATERIALS SECTION OF THESE SPECIFICATIONS.
- 8. ALL SERVICE LINES SHALL BE TELEVISION CAMERA INSPECTED, PRIOR TO RESURFACING OF THE STREET, INCLUDING THE PREPARATION OF A REPORT WITH ALL DEFICIENCIES IDENTIFIED AND AS PER OPSS 409.07.05. THE CONTRACTOR WILL ENGAGE A CLOSED CIRCUIT TELEVISION INSPECTION CONTRACTOR AND CO-ORDINATE THE WORK TO HAVE IT COMPLETED PRIOR TO ACHIEVING SUBSTANTIAL PERFORMANCE FOR THE CONTRACT. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR HIRING THE CLOSED CIRCUIT TELEVISION INSPECTION CONTRACTOR DIRECTLY, HOWEVER, THE CLOSED CIRCUIT TELEVISION INSPECTION WORK WILL BE CARRIED OUT UNDER THE SUPERVISION OF, AND TO THE SATISFACTION OF, THE OWNER. ALL WORK SHALL BE IN ACCORDANCE WITH OPSS
- 9. ALL BEDDING, COVER AND BACKFILL MATERIALS SHALL BE PLACED IN LAYERS PRIOR TO COMPACTING, IN ACCORDANCE WITH OPSS 401.07.10. COMPACTION SHALL BE DONE USING A "HOEPAC" TYPE COMPACTION UNIT.

WATER SERVICE:

ALL INSTALLATIONS TO BE IN ACCORDANCE WITH OPSS 441 AND O.B.C. AND SHALL HAVE A MINIMUM COVER OF 1.7m TO FINISHED GRADE. OPERATION OF THE EXISTING WATER SYSTEM TO BE CARRIED OUT BY OR UNDER THE DIRECTION OF THE OPERATING AUTHORITY

WORK PLAN:

- a. PRIOR TO SITE ACTIVITIES, THE CONTRACTOR SHALL SUBMIT A WORK PLAN FOR REVIEW BY THE OWNER INCLUDING TESTING PROCEDURE.
- b. THE CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR THE REVIEW OF THE WORK PLAN. NO SITE WORK SHALL PROCEED UNTIL THE WORK PLAN HAS BEEN
- 2. THE CONTRACTOR SHALL OBTAIN THE APPROVAL OF THE OPERATING AUTHORITY FOR ANY PROPOSED DISRUPTION OF SERVICE TO MAKE ALL CONNECTIONS TO THE EXISTING DISTRIBUTION SYSTEM.
- 3. ONLY AUTHORIZED OPERATING AUTHORITY PERSONNEL SHALL OPERATE VALVES ON EXISTING WATERMAINS FOR THE PURPOSE OF CONTROLLING WATER. NO PERSON OTHER THAN THE AUTHORIZED OPERATING AUTHORITY PERSONNEL SHALL SHUT DOWN OR CHARGE ANY SECTION OF EXISTING WATERMAIN OR OPERATE ANY VALVE
- FOR THE PURPOSE OF CONTROLLING WATER FROM EXISTING WATERMAINS. 4. THE CONTRACTOR SHALL PROVIDE THE OPERATING AUTHORITY AT LEAST 48 HOURS ADVANCE NOTICE WHEN A CHANGE IN CONTROL OF THE WATER IS REQUIRED. ALL

NECESSARY WATER SUPPLY INTERRUPTIONS SHALL BE SCHEDULED IN

CO-OPERATION WITH THE LOCAL OPERATING AUTHORITY.

- 5. THE CONTRACTOR SHALL OPERATE ONLY THOSE VALVES. HYDRANTS AND CURE STOPS INSTALLED IN THEIR CONTRACT DURING THE CONSTRUCTION PERIOD AND PRIOR TO THE DATE OF ACCEPTANCE OF THE CONTRACTOR'S WORK. AFTER THE WORKS ARE ACCEPTED, ONLY THE LOCAL OPERATING AUTHORITY MAY OPERATE
- 6. THE WORK SHALL SHALL INCLUDE EXCAVATING FOR, PLACING, ANCHORING AND BLOCKING CONNECTING TESTING FLUSHING AND DISINFECTING ALL SERVICES AND FITTINGS, AS OUTLINED IN OPSS 441 AND RESTORATION OUTSIDE GENERAL GRADING
- 7. WORK SHALL INCLUDE ALL GRANULAR BEDDING AND BACKFILL UP TO SUBGRADE AND/OR ORIGINAL GROUND.
- 8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE PERFORMANCE OF

9. MATERIALS:

- a. SERVICES: TYPE "K" COPPER, SEAMLESS.
- b. SADDLES: TYPE 304 STAINLESS STEEL, DOUBLE BOLT, AWWA THREAD, 200mm BAND WIDTH, STAINLESS STEEL RODS AND PINS: CAMBRIDGE BRASS, SERIES 8403, OR ROBAR, 2616DB, OR
- c. MAIN STOPS: BALL TYPE, COMPRESSION ASSEMBLY:
- CAMBRIDGE BRASS, SERIES 301NL (NO LEAD), AWWA x CB COMPRESSION, OR • MUELLER 300, NO LEAD, B-25008, AWWA x MUELLER "CC" COMPRESSION, OR • FORD FB-1000-NL, NO LEAD, AWWA x "CC" COMPRESSION.
- d. CURB STOPS: INVERTED KEY, BALL STYLE, WITH COMPRESSION JOINT INLET AND COMPRESSION JOINT OUTLET. • CAMBRIDGE BRASS, SERIES 202NL (NO LEAD), CB COMPRESSION x CB COMPRESSION, OR
- MUELLER 300, NO LEAD, MUELLER "CC" x MUELLER "CC" COMPRESSION, OR FORD B44 SERIES, NO LEAD, "CC" COMPRESSION

10. CATHODIC PROTECTION:

- a. SERVICES: 1-5.5Kg ANODE PER EACH EX. OR NEW CURB STOP.
- a. ALL EXCAVATED MATERIAL NOT REQUIRED FOR BACKFILL SHALL BE DISPOSED OF AS OUTLINED UNDER THE DISPOSAL OF SURPLUS MATERIALS SPECIFICATION
- b. BEDDING SHALL BE CLASS B AS PER OPSD 802.030, 802.031, 802.032 FOR RIGID PIPE AND WHICHEVER SOIL TYPE IS APPLICABLE.
- c. EMBEDMENT SHALL BE AS PER OPSD 802.010 (FLEXIBLE PIPE) FOR WHICHEVER SOIL TYPE IS APPLICABLE.
- d. BEDDING AND EMBEDMENT MATERIAL SHALL BE GRANULAR "A". COVER MATERIAL SHALL BE APPROVED GRANULAR MATERIAL TO 300 MM ABOVE THE
- e. BACKFILL UNDER ALL HARD SURFACED AREAS (AND WITHIN 5 METRES OF THE NEW BUILDING) SHALL BE APPROVED IMPORTED GRANULAR MATERIAL TO SUBGRADE AND COMPACTED TO A MINIMUM DRY DENSITY OF 98%. BACKFILL IN LANDSCAPED AREAS (EXCEPT AS NOTED ABOVE) SHALL BE SELECT NATIVE

12. CLEANING AND TESTING:

a. CLEANING, TESTING, AND DISINFECTION OF THE WATER SERVICE SHALL BE COMPLETED IN ACCORDANCE WITH THE OBC AND THE OPERATING AUTHORITY

MATERIAL COMPACTED TO A MINIMUM DRY DENSITY OF 95%.

STORM DRAINS:

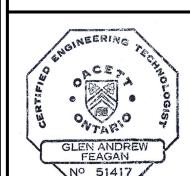
- 1. MINIMUM 1.2m COVER DEPTH.
- 2. SUPPLY, EXCAVATE FOR, PLACE AND BACKFILL STORM PIPE DRAINS. THE CONTRACTOR SHALL SUPPLY ALL LABOUR, EQUIPMENT AND MATERIALS FOR THE COMPLETE INSTALLATION AND TESTING OF THE STORM SEWERS AS INDICATED ON THE DRAWINGS.
- 3. IF PIPE MATERIAL SELECTED DIFFERS FROM THAT SPECIFIED ON THE DRAWINGS, THE CONTRACTOR SHALL, UPON REQUEST, SUPPLY THE CONSULTANT WITH PROOF OF CSA CERTIFICATION FOR BOTH THE PIPE AND THE ELASTOMERIC GASKETS, ALL AT THE EXPENSE OF THE CONTRACTOR.
- 4. THE CONTRACTOR SHALL SUPPLY THE PIPE IN THE SIZE AND STRENGTH DESIGNATED, AS NOTED.
- 5. BEDDING SHALL BE CLASS B AS PER OPSD 802.030, 802.031, 802.032 FOR RIGID PIPE AND WHICHEVER SOIL TYPE IS APPLICABLE.
- 6. EMBEDMENT SHALL BE AS PER OPSD 802.010 (FLEXIBLE PIPE) FOR WHICHEVER SOIL TYPE IS APPLICABLE.
- 7. BEDDING AND EMBEDMENT MATERIAL SHALL BE GRANULAR "A". COVER MATERIAL SHALL BE APPROVED GRANULAR MATERIAL TO 300 MM ABOVE THE
- 8. BACKFILL UNDER ALL HARD SURFACED AREAS (AND WITHIN 5 METRES OF THE NEW BUILDING) SHALL BE APPROVED IMPORTED GRANULAR MATERIAL TO SUBGRADE AND COMPACTED TO A MINIMUM DRY DENSITY OF 98%. BACKFILL IN LANDSCAPED AREAS (EXCEPT AS NOTED ABOVE) SHALL BE SELECT NATIVE MATERIAL COMPACTED TO A MINIMUM DRY DENSITY OF 95%.
- 9. ALL EXCAVATED MATERIAL NOT REQUIRED FOR BACKFILL SHALL BE DISPOSED AS OUTLINED UNDER THE DISPOSAL OF SURPLUS MATERIALS SECTION OF THESE SPECIFICATIONS.
- 10. THE CONTRACTOR WILL BE REQUIRED, AT HIS OWN EXPENSE, TO MAKE ALL CONNECTIONS TO NEW AND EXISTING CATCH BASINS, MAINTENANCE HOLES CULVERTS, OR SEWERS (REGARDLESS OF PIPE MATERIAL) IN AN APPROVED
- 11. NO DIRECT CONNECTION OF BUILDING FOUNDATION DRAIN, FLOOR DRAINS OR SUMP TO THE EXTERIOR STORM DRAIN LINE. SEE TOWNSHIP OF SOUTHGATE, STANDARD DRAWING S2.
- 12. DOWNSPOUTS TO DISCHARGE ABOVE GRADE INTO THE STORM DRAIN LINE IN AN APPROVED MANNER.

SEDIMENT AND EROSION CONTROL NOTES:

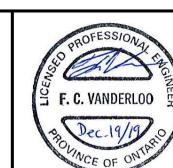
- A. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
- B. ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
- C. MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION.
- D. ALL COLLECTED SEDIMENT MUST BE DISPOSED OF AT AN APPROVED LOCATION.
- E. MINIMIZE AREA DISTURBED DURING CONSTRUCTION. ALL DEWATERING MUST BE DISPOSED OF IN AN APPROVED MANNER.
- F. PROTECT ALL CATCH BASINS, MAINTENANCE HOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE (TERRAFIX 270R).
- G. KEEP ALL SUMPS CLEAN DURING CONSTRUCTION.
- H. PREVENT WIND-BLOWN DUST.

Drawing #10 Dated October 7, 2020

I. ALL OF THE ABOVE NOTES AND ANY SEDIMENT & EROSION CONTROL MEASURES ARE AT THE MINIMUM TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.



Design By: G.A.F.



Checked By: F.C.V.

No. DATE REVISION June 5, 2018 Issued Preliminary for Review June 20, 2018 Issued to Client for SPA Submission Nov. 2, 2018 Issued for Building Permit Application 4 Dec. 19, 2019 Revised (Smaller Building)



Goderich Mount Forest Sarnia

> **Rexall Pharmacy** (Dundalk)

> > Notes

Project No. 18052 Scale (24x36) Drawing No.

N.T.S.