

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5260-20**

A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT BETWEEN
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
AND 1314102 ONTARIO LTD. (963 Queenston Road)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Agreement dated the 24th day of August, 2020 between The Corporation of the Town of Niagara-on-the-Lake and 1314102 Ontario LTD., be and the same is hereby approved; and,
2. THAT the Lord Mayor and Town Clerk be authorized to affix their hands and the Corporate Seal; and,
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24th DAY OF AUGUST 2020.

LORD MAYOR BETTY DISERO

TOWN CLERK PETER TODD

THIS AGREEMENT made this 24TH day of August, 2020

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(Hereinafter called the 'Town')

OF THE FIRST PART

-and-

1314102 ONTARIO LTD.
(Hereinafter called the 'Owner')

OF THE SECOND PART

WHEREAS the Owner represents that it is the registered Owner of the lands known municipally as 963 Queenston Road, legally described as Part of Township Lot 134, Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara, hereinafter referred to as 'the lands';

AND WHEREAS the Owner has applied for Site Plan Approval to permit the site works including the construction of a parking area and landscaping to facilitate the conversion of the farm winery to an estate winery, in accordance with Schedule B1, B2 and B3 (Site Plan) and Schedule C1 and C2 (Landscape Plan) attached hereto, all of which plans and design standards shall comply with the Ontario Building Code, and with all the Town building and Zoning By-law requirements;

AND WHEREAS the Council of The Corporation of the Town of Niagara-on-the-Lake has approved this agreement and authorized its execution on 24th day of August, 2020;

AND WHEREAS the Town has agreed to permit the said development subject to the terms and conditions prescribed herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town, the receipt of which monies is hereby acknowledged; the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

- 1.1. 'Approved Plans' shall mean plans approved and signed by the Lord Mayor and Town Clerk of the Corporation of the Town of Niagara-on-the-Lake and Owner depicting the proposed development. B1, B2 and

B3 (Site Plan), Schedule C1 and C2 (Landscape Plan) of this agreement are a reduced copy of the approved plans on file with the Community and Development Services Department of the Town of Niagara-on-the-Lake.

- 1.2. 'Chief Building Official' shall mean the Chief Building Officer of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.3. 'Council' shall mean the Council of the Corporation of the Town of Niagara-on-the-Lake.
- 1.4. 'Director of Community & Development Services' shall mean the Director of Community and Development Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.5. 'Director of Corporate Services' shall mean the Director of Corporate Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.6. 'Director of Operations' shall mean the Director of Operations of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.7. 'Fire Chief' shall mean the Fire Chief of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.8. 'Lands' shall mean the lands as described in Schedule A attached hereto.
- 1.9. 'Town' shall mean the Corporation of the Town of Niagara-on-the-Lake.

2. PREVIOUS AGREEMENTS

- 2.1. The previous site plan agreement applicable to the Lands is described as follows:
 - a) Land Registry Office Instrument No. NR492337, agreement date September 26, 2018, Town Site Plan Agreement SPA-102-18.
- 2.2. The parties agree that the previous site plan agreement described in section 2.1 of this agreement is hereby rescinded, and shall be deleted forthwith from the title of the Lands.

3. STORMWATER MANAGEMENT

- 3.1. Prior to the issuance of a building permit, the Owner shall submit servicing plans for approval and, at its own expense, construct such works as may be required to collect and contain all stormwater on site and channel such stormwater to an approved outlet in accordance with specifications and plans approved by the Director of Operations and filed in the office of the Director of Operations. In this paragraph, stormwater shall include all surface water on the land including roof run-off, eavestroughs, surface catch basins and water from the foundation perimeter-weeping tile.

- 3.2. All underground stormwater servicing must be approved and inspected by the Town.
- 3.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any stormwater system located on the lands identified in Schedule A attached hereto.
- 3.4. That where the stormwater system has not been maintained, the Director of Operations or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

4. SANITARY SERVICES

- 4.1. Prior to the issuance of a building permit, the Owner shall submit servicing plans for approval and, at its own expense, and construct such septic systems as may be required to service the approved development to the satisfaction of the Region of Niagara
- 4.2. All underground sanitary servicing must be approved and inspected by the Town.
- 4.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any septic system located on the lands identified in Schedule A attached hereto.
- 4.4. That where the sanitary sewer system has not been maintained, the Director of Operations, Region of Niagara or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

5. WATER SERVICES

- 5.1. Prior to the issuance of a building permit, the Owner shall submit servicing plans for approval and, at its own expense, construct such water distribution systems as may be required to service the approved development.
- 5.2. Any alteration or improvements to any existing water service will be at the Owner's expense and subject to approval of the Director of Operations.
- 5.3. All underground servicing must be approved by the Town. Prior to connecting to the Town's existing watermain system, the Owner agrees to, at its own expense, have all watermains swabbed, flushed, pressure tested, chlorinated and bacterial tested in accordance with Town requirements and approved by the Director of Operations.
- 5.4. The Owner agrees to install any required fire hydrants in accordance with the Ontario Building Code.

- 5.5. All fire hydrant protection identified in this agreement shall be in working order and capable of being utilized prior to commencement of above ground construction.
- 5.6. Where fire hydrants have been installed but are not yet functional or are out of service, the hydrant shall be clearly identified (bagged) as to be not in service.
- 5.7. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any water distribution system located on the lands identified in Schedule A attached hereto.
- 5.8. That where the water distribution system has not been maintained, the Director of Operations or their designate may enter upon the lands after reasonable notice having been given to the Owner, and affect such repairs as are deemed necessary and recover the costs thereof by action or in like manner as municipal taxes.

6. PARKING AND ROADWAY

- 6.1. The Owner shall, at its own expense, construct and at all times maintain parking facilities on the lands in accordance with Schedule B attached hereto, and to the specifications and design as approved by the Director of Community and Development Services. The surface treatment of all parking areas shall be as indicated on Schedule B attached hereto.

7. ROADS AND ENTRANCEWAYS

- 7.1. The final design of all access driveways and entranceways shall be subject to the approval of the Director of Operations.
- 7.2. All roads, entranceways, and the emergency access route must conform to the requirements of the Fire Chief and meet Ontario Building Code Standards.
- 7.3. The Owner agrees to maintain all access and interior driveways year-round, including but not limited to snow removal, to the satisfaction of the Fire Chief.
- 7.4. The Owner shall obtain, prior to any construction taking place within a Regional road allowance, a Regional Construction Encroachment Permit and Entrance Permit, as required, from the Niagara Region Transportation Services Division.

8. LIGHTING/FLOODLIGHTING

- 8.1. All site lighting shall be constructed, forever maintained, and replaced as necessary, in accordance with plans and specifications approved by the Director of Community and Development Services.

- 8.2. The requirement for approval of lighting plans and specifications may be waived by the Director of Community and Development Services at his sole discretion.
- 8.3. Notwithstanding any waiver of approval of lighting plans and specifications, the Owner shall at all times comply with the Town's by-laws, standards and policies in respect of lighting.
- 8.4. Any changes to the approved site lighting or additional lighting of the building or site will require that the Owner submit a revised lighting plan and specifications for review and approval by the Director of Community and Development Services, prior to undertaking any installations.

9. LANDSCAPING

- 9.1. The Owner shall, at its own expense, landscape the lands in accordance with Schedule C attached hereto, and to the specifications and design as approved by the Director of Community and Development Services.
- 9.2. The Owner shall forever maintain all landscaping in accordance with specifications and plans approved by the Director of Community and Development Services.
- 9.3. The Owner shall maintain all plantings in a healthy condition, and all dead or diseased plantings shall be replaced within eight (8) months from the time the dead or diseased plantings are recognized.

10. NOISE ATTENUATION

- 10.1. The Owner agrees that all external air conditioners, ventilation systems, exhaust fans or other similar mechanical equipment shall be directed away from abutting properties or appropriately buffered so as to attenuate noise impact and shall also be screened from view on neighbouring residential properties, to the satisfaction of the Director of Community and Development Services.

11. GARBAGE DISPOSAL & STORAGE

- 11.1. The Owner shall, at all times, provide adequate facilities for the collection and disposal of garbage, sanitary refuse and commercial waste in accordance with Provincial legislation, Regional Policy and Town By-laws, and in the event of its failing so to do, the Town or its agents shall have the right to enter upon the lands and, at the expense of the Owner, undertake the collection and disposal and recover the costs thereof by action or in like manner as municipal taxes.
- 11.2. The Owner is advised that if Regional curbside waste collection limits cannot be met for the subject property, garbage collection for the site will be the responsibility of the owner through a private contractor and

not Niagara Region. However, the site remains eligible for Regional curbside collection of recycling and organics, subject to compliance with the current Regional Waste Collection Policy.

- 11.3. The storage, collection and disposal of refuse, garbage and waste in the development shall be so conducted as to create no health hazards, rodent harbourage, insect breeding areas, accident, fire hazards or pollution. This responsibility will rest entirely on the Owner.
- 11.4. All refuse, garbage and waste must be stored in waterproof, vermin proof, and covered containers.

12. SIGNAGE

- 12.1. The Owner agrees that any signage located on the subject lands shall be in accordance with the approval of the Director of Community and Development Services and in compliance with the Town's Sign By-law and Ontario Building Code.
- 12.2. The owner shall, prior to any construction on a property adjacent to a Regional road allowance, obtain any required Regional sign permit.

13. ENGINEERING, LEGAL AND INSPECTION COSTS

- 13.1. The Owner agrees to deposit with the Town, prior to execution of this agreement, and to keep in full force and effect until completion of all on-site and off-site construction and services set out herein, an irrevocable letter of credit or security deposit as set out in Schedule E to this agreement, including but not limited to the cost of water services, sanitary services, stormwater management systems, surface treatments, landscaping, fencing, grading and similar elements as per the approved plans, to ensure that all terms of this agreement are fulfilled and that the site is left in a safe and tidy condition.
- 13.2. The required amount of the letter of credit or security deposit may be increased by the Town at any time and at its sole discretion, as required to ensure the completion of all on-site and off-site services to the satisfaction of the Town. Upon notification by the Town of an increase in the required amount, the Owner agrees to immediately deposit the additional letter of credit or security deposit amounts with the Town.
- 13.3. The Owner's Engineer shall, as part of the submission of engineering plans, submit construction cost estimates, and number of working days for the construction of the following off-site and on-site services in writing, for the approval of the Director of Operations as applicable:
 - 13.3.1. Sanitary and storm sewers and appurtenances;
 - 13.3.2. Water service and appurtenances;
 - 13.3.3. Pavements, including granular base, sidewalks and curbing;

- 13.3.4. Stormwater management systems; and
- 13.3.5. Landscaping/Lighting.
- 13.4. The Owner shall, prior to the execution of this agreement, pay a cash deposit, as set out in Schedule E to this agreement, representing the estimated cost of off-site and on-site inspections, prior to the execution of this agreement, which is based on the following criteria:
 - 13.4.1. The estimated cost of the inspection fees shall be based on the estimated number of working days and the daily inspection costs as established by the Town.
 - 13.4.2. The actual inspection fees shall be based on the actual number of working days and the daily inspection costs as established by the Town.
- 13.5. The Owner shall, prior to the execution of this agreement, pay a cash deposit, as set out in Schedule E to this agreement, to ensure that during construction of the development the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum, and to further ensure that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris, and that any standing water is eliminated.
- 13.6. The Owner shall, prior to the execution of this agreement, pay a cash deposit, as set out in Schedule E to this agreement, against the cost of reparations to any off-site damages that may occur during construction, the actual cost of such reparations to be at the Owner's sole expense and recoverable by action or in like manner as municipal taxes.
- 13.7. All securities for the works contemplated herein shall be released after a one (1) year maintenance period following completion of the works. Prior to the release of all the securities, the Owner agrees to have the consulting engineer to provide a certificate letter stating the completion date of all the works as outlined in this agreement and confirming all the works have been constructed in accordance with the approved plans and Town's standards, to the satisfaction of the Director of Operations.

14.DEVELOPMENT CHARGES

- 14.1. Prior to the issuance of building permit, the Owner shall pay to the Town all applicable Development Charges in accordance with the current Town and Regional by-laws and policies.

15.GRADING

- 15.1. Prior to the issuance of a building permit, the Owner shall submit a grading plan for approval by the Director of Operations. Specifications and design shall be approved by the Director of Operations and

subsequent plans shall be filed in the office of the Chief Building Official prior to the commencement of any site work.

- 15.2. The Owner agrees to construct and grade the lands in accordance with the plans certified by and filed in the office of the Director of Operations.
- 15.3. The grading plans shall require grades to be established and maintained which will ensure proper drainage without interference with or flooding of adjacent properties and will retain all stormwater as required under Section 3, Stormwater Management, of this agreement. Any deviation from such grades shall constitute a violation of this agreement.
- 15.4. Any change to any grading plans certified and approved pursuant to this agreement may require the submission of revised drawings prepared by an Ontario Land Surveyor or Professional Engineer and approved by the Director of Operations.
- 15.5. Unless otherwise approved or required by the Director of Community and Development Services, the Owner agrees not to undertake any site alteration of the said lands until such time as a building permit is issued for the construction of the buildings contemplated herein on the lands.

16. ARCHAEOLOGICAL ASSESSMENT

- 16.1. Should deeply buried archaeological remains/resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Heritage, Sport, Tourism and Culture and the owner's consulting archaeologist shall be notified immediately. In the event that human remains are encountered during construction, the owner should immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services in Toronto (416-326-8392), the Ministry of Heritage, Sport, Tourism and Culture and the owner's consulting archaeologist.

17. GENERAL

- 17.1. The Owner agrees to submit 'as constructed' plans in both PDF and AutoCAD formats, including Site Plan, Grading and Servicing Plan, and Landscaping Plan, for any changes to the existing site to be approved by the Director of Operations and the Director of Community and Development Services.
- 17.2. The Owner agrees to the following to the satisfaction of the Niagara Peninsula Conservation Authority:
 - 17.2.1. Prior to construction, the developer/applicant shall obtain all appropriate work permits from the NPCA in accordance with

Ontario Regulation 155/06 for all works within the regulated watercourse or buffer of the regulated watercourse;

- 17.2.2. The owner agrees to install appropriate Sediment and Erosion Control Fencing and maintain it in good working condition until the construction is complete and all disturbed areas are re-vegetated. Muddy water must not discharge from the site; and
- 17.2.3. The owner agrees to re-vegetated all disturbed areas immediately upon completion of construction (before the removal of the Sediment Control Fencing).
- 17.3. The Owner agrees that during the construction of development, the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris. The Owner shall keep all roads clear of obstruction and storage of construction materials.
- 17.4. The Owner shall not call into question directly or indirectly in any proceedings 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 proceedings. Each of the terms of this agreement is independent of the other and in the event any term of this agreement is held to be invalid or unenforceable for any reason, then such invalidity or unenforceability shall affect that term only and the remainder of the agreement shall remain in full force and effect.
- 17.5. In the event of failure of the Owner to carry out any of the provisions of this agreement, then the municipality, its servants, or agents shall, on fifteen (15) days' notice in writing of its intention so to do and forthwith in cases or emergency, have the right to enter on to the said lands and, at the expense of the Owner, do any work required hereby and further, shall have the right to recover the costs thereof by action or in like manner as municipal taxes, pursuant to the provisions of the Municipal Act, R.S.O. 2001.
- 17.6. The Owner agrees that if construction has not been seriously commenced within six (6) months of the date of this agreement or where the construction is substantially suspended or discontinued for a period of more than one year, the Chief Building Official may revoke the building permit issued heretofore and not issue a new permit until such time as a new agreement has been entered into. This clause is inserted to protect the municipality from any change in its standards of service or any change in the requirements for municipal services

relating to the capacity of any service, to service this or any other project.

- 17.7. The Owner agrees that all work authorized by this agreement shall be completed within two (2) years of the date of the execution of this agreement. If all work has not been completed within two (2) years from the date of execution of this agreement, the Town reserves the right to deem this agreement null and void.
- 17.8. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bear, incur, be liable for, sustain or be put unto for any reason, or on account of, or by reason of, or in the consequence of, or related to the discharge of stormwater from the lands.
- 17.9. That the Owner shall agree in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunications services. Easements may be required subject to final servicing decisions. 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.
- 17.10. The Owner is advised that prior to commencing any work within the site, the Owner must confirm that sufficient wire line communication/telecommunication infrastructure is available within the development to provide communication/telecommunication services to the development. In the event that such infrastructure is not available, the Owner may be required to pay for the connection to and/or extension to an existing communication/telecommunication infrastructure.
- 17.11. In case the Owner wishes not to pay for the connection to and/or extension to an existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the Town that sufficient alternative communication/telecommunication facilities are available within the proposed site to enable, at a minimum, the efficient delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency service).
- 17.12. The Owner shall obtain a certificate from an Ontario Land Surveyor stating that all existing and new evidence is in place at the completion of the said development.
- 17.13. The Owner shall contact Enbridge Gas Distribution for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

- 17.14. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
- 17.15. In the event that easement(s) are required to service this development, the Owner will provide the easement(s) to Enbridge Gas Distribution at no cost.
- 17.16. The Owner covenants and agrees that any outstanding taxes will be paid prior to the registration of the agreement.
- 17.17. Prior to the release of any securities, the Owner agrees to pay any arrears of taxes outstanding against the lands.
- 17.18. The Owner agrees that there shall be no open burning of waste or construction materials unless specifically approved by the Fire Chief.
- 17.19. The Owner shall enter into separate agreements as may be required for the provision of utilities to service the development, including but not limited to gas, hydro, telephone and cable utilities.
- 17.20. The Owner shall be subject to all by-laws of the Town and shall abide by them.
- 17.21. This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors in title, mortgagees and assigns and all covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands in perpetuity.
- 17.22. The Owner herein agrees and consents to the registration of this agreement, at its own expense, against the title of the lands.

Any notice given hereunder shall be sufficiently given and addressed to:

1314102 Ontario Ltd.
c/o Creekside Winery
2170 Fourth Avenue
PO Box 55, Jordan Station
Lincoln, Ontario L0R 1S0

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE TOWN
in the presence of: OF NIAGARA-ON-THE-LAKE:

Per:

LORD MAYOR BETTY DISERO

TOWN CLERK PETER TODD
We have the authority to bind the
Corporation

1314102 ONTARIO LTD:
Per:

I, _____, have the
authority to bind the Corporation.

SCHEDULE A
TO
SITE PLAN AGREEMENT

:

PIN: 46372-0230 (LT)

LEGAL DESCRIPTION

Part Township Lot134 Niagara being Part 5 30R-9136; NIAGARA-ON-THE-Lake

PIN: 46372-0239 (LT)

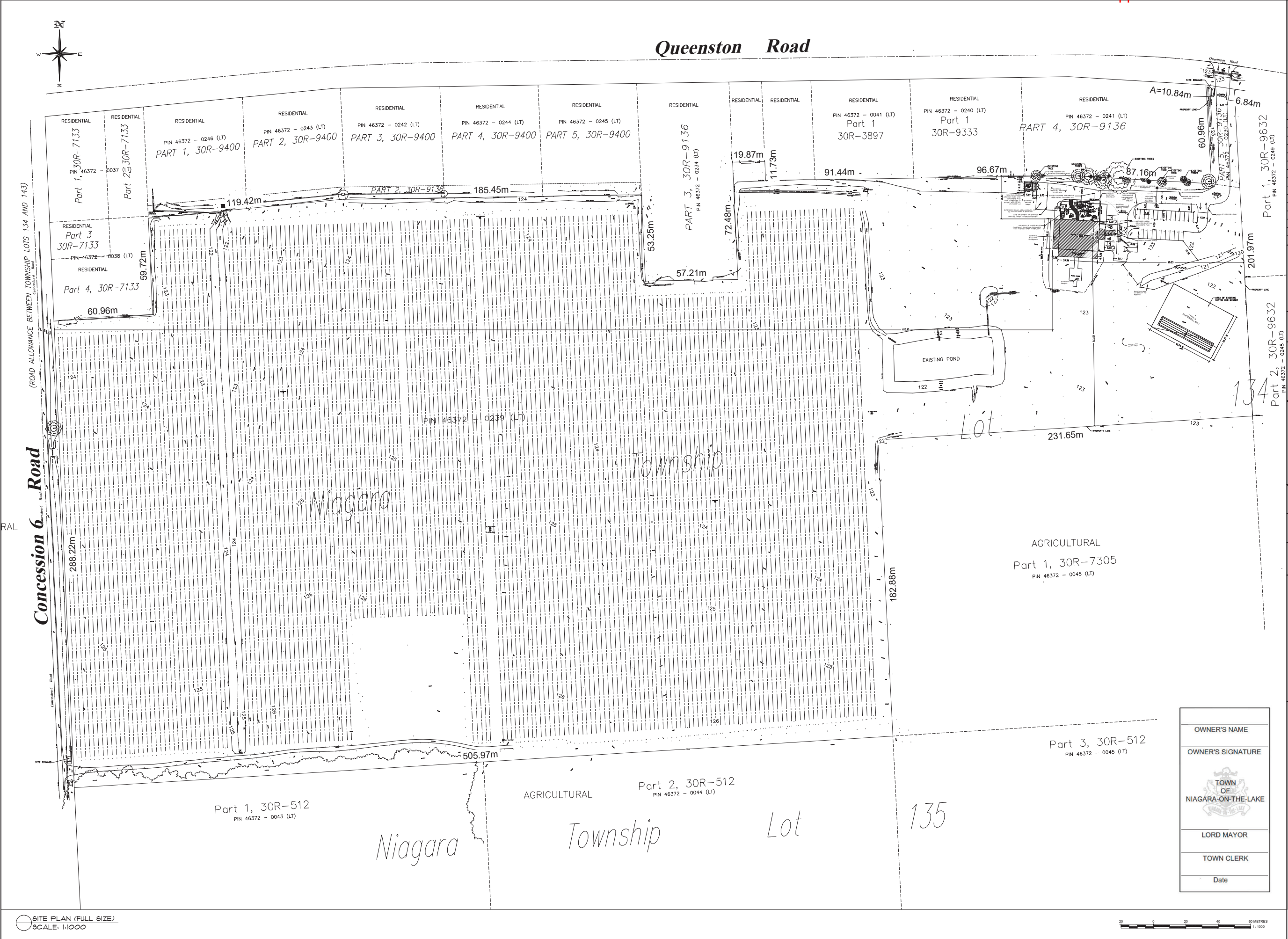
LEGAL DESCRIPTION:

Part Township Lot 134 Niagara being RO788292 (SECONDLY); NIAGARA-ON-THE-LAKE

SCHEDULE E
SECURITY DEPOSITS AND REQUIRED PAYMENTS

Item	Reference	Subject	Est. Cost	L of C	Cash
1.	13.1	Securities for Off-Site and On-Site Services - 20% or \$10,000.00	####	#####	
2.	13.4	Inspection Deposit			#####
3.	13.5	Road Cleaning Deposit			#####
4.	13.6	Damage Deposit			#####
Total				####	####

- NOTES:**
- 1. Amounts noted are deposits, and any unused portion will be returned to the Owner upon completion of the works.
 - 2. Inspection costs based on estimate of __ working days.



NOTE:

All drawings within this set of plans are to be read in conjunction with each other.

All work carried out regarding this project must be in compliance with the latest edition of the Ontario Building zoning bylaws and/or regulations.

Verify all dimensions on site. Report any discrepancies to Edwards Designs Inc. prior to commencement of any work. All drawings remain the property of the designer.

Do not scale drawings.

REVISIONS:	
1	REISSUED FOR PERMIT 08/29/18
2	NOTATION CHANGES 09/27/18
3	O.B.C. REVIEW 11/28/18
4	O.B.C. REVISIONS 12/06/18
5	REVIEW 01/22/19
6	CHANGES TO PARKING 07/25/19
7	CHANGES TO PARKING 07/31/19
8	CHANGES TO PARKING 08/07/19
9	SITE PLAN AGREEMENT 12/16/19
10	SITE PLAN AGREEMENT REVISIONS 02/07/20
11	CHANGES TO PARKING 03/18/20
12	ADDITIONS TO SITE PLAN 03/24/20
13	ISSUED TO CONSULTANTS 03/31/20
14	REVISIONS ACCORDING TO AS-BUILTS 05/21/20

PROJECT:

QUEENSTON MILE VINEYARD

959 QUEENSTON RD. NIAGARA-ON-THE-LAKE

'ESTATE WINERY' ARCHITECTURAL

SHEET TITLE:

SITE PLAN (FULL SIZE)

DATE:	SCALE:
12/03/2019	AS NOTED
DRAWN BY:	CHECKED:
J.G.	M.E.
PROJECT #:	SHEET #:
18-086	A-2

OWNER'S NAME

OWNER'S SIGNATURE

TOWN OF NIAGARA-ON-THE-LAKE

LORD MAYOR

TOWN CLERK

Date

Edwards designs Inc.

design consultants

Custom Residential, Hospitality & Commercial designs

A.R.I.D.O. member

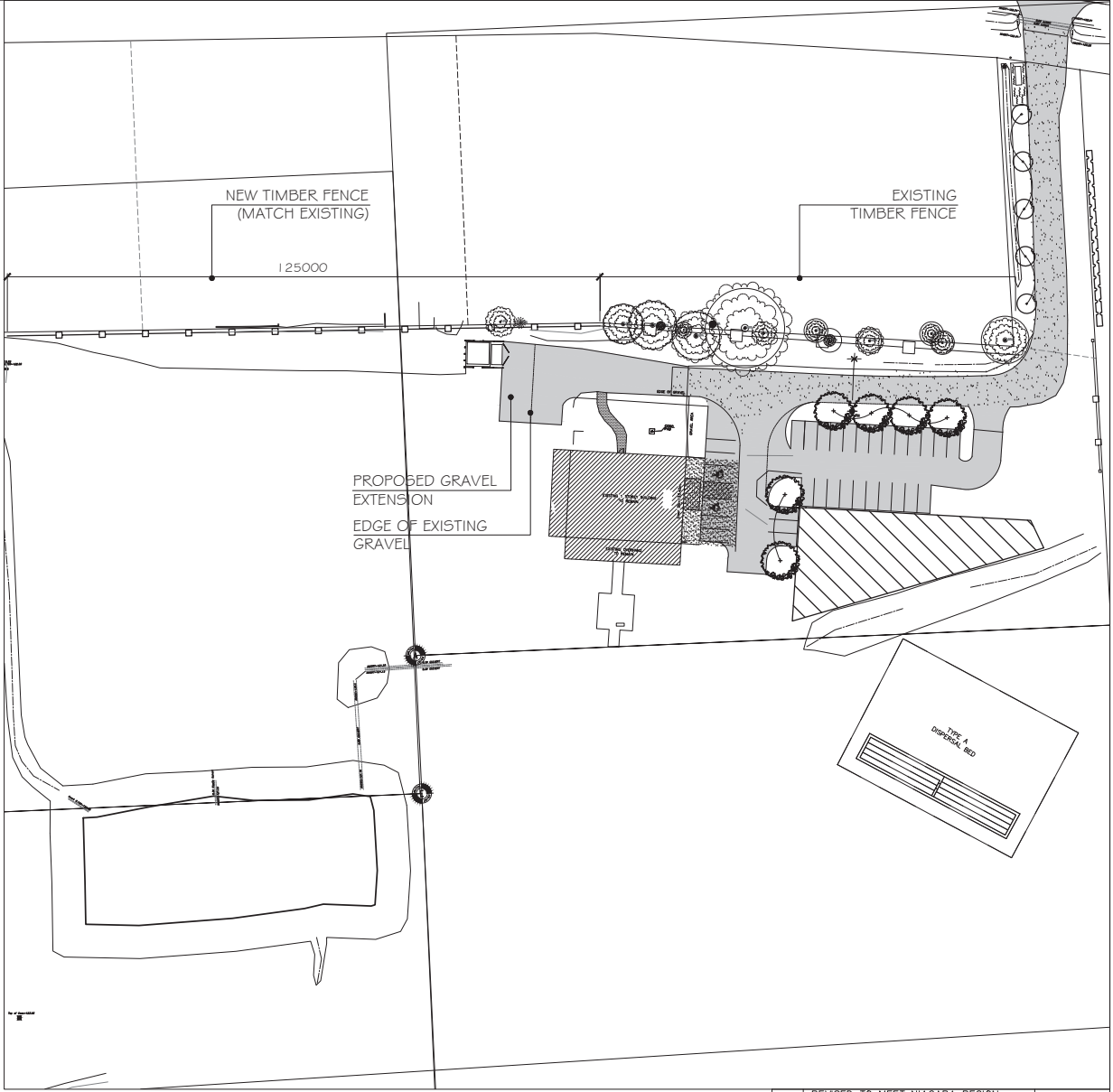
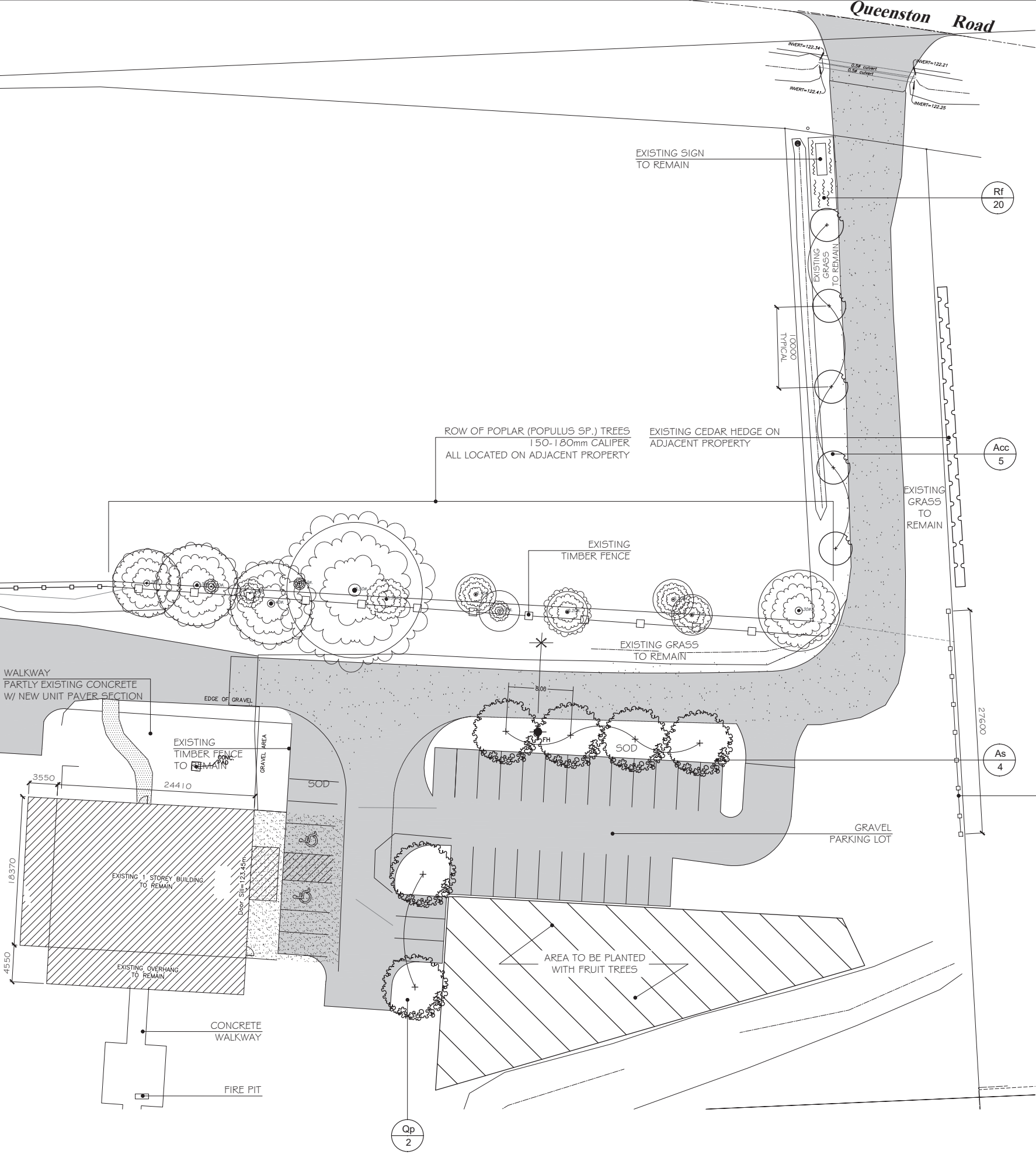
586 Victoria Street, Niagara-on-the-Lake, L0S 1J0

(905) 468-4516 Office, (905) 468-4596 FAX,

(905) 933-4516 Cellular

E-Mail @ edwardsdesigns.com

586 Victoria Street, Niagara-on-the-Lake, L0S 1J0
(905) 468-4516 Office, (905) 468-4596 FAX,
(905) 933-4516 Cellular
E-Mail @ edwardsdesigns.com

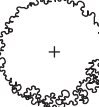


KEY PLAN
N.T.S.

LEGEND



EXISTING TREES



LARGE CANOPY DECIDUOUS TREES



ORNAMENTAL DECIDUOUS TREES

OWNER'S NAME
OWNER'S SIGNATURE
TOWN OF NIAGARA-ON-THE-LAKE
LORD MAYOR
TOWN CLERK
Date

2	REVISED TO MEET NIAGARA REGION REQUIREMENTS	JUN. 08, 2020
1	REVISED AS PER REGIONS COMMENTS	APR. 08, 2020
NO.	DESCRIPTION	DATE



jmcwilliam@jmladesign.com

PROJECT
QUEENSTONE MILE WINERY
959 QUEENSTON ROAD
NIAGARA ON THE LAKE

DRAWING
LANDSCAPE DETAILS



SCALE: 1:250
DATE: DECEMBER 2019
DESIGN BY: J.S.M.
DRAWN BY: T.F.G.
SHEET: **L1**

GENERAL LANDSCAPE SPECIFICATIONS:

General Instructions:

- Contractor is responsible for locating all underground services prior to any excavation, note that trees are to be offset a minimum of 1000mm from centerline of any underground service.
- General layout of trees, planting beds, to be staked and confirmed by landscape architect prior to installation.
- Plant material to be approved at source by landscape architect, prior to shipment to the site,
- The landscape contractor, is advised that no tree/shrub planting is to occur during the months of December, January, February, March, and July.

Topsoil for Sodded Areas:

Mixture of mineral particulates, micro-organisms and organic matter which provides suitable medium for supporting intended plant growth.

- soil texture based on the Canadian System of Soil Classification, to consist of 20-70% sand and contain 5-10% organic matter by weight.
- Fertility: major soil nutrients present in the following ratios,
 - Nitrogen (N) 20-40 micrograms of available N per gram of topsoil,
 - Phosphorus (P) 10-20 micrograms of phosphate per gram of topsoil,
 - Potassium (K) 80-120 micrograms of potash per gram of topsoil,
 - Calcium, magnesium, sulphur, and micro nutrients present in balanced ratios to support germination and/or establishment of intended vegetation,
- Ph value: 5.5 to 7.5,
- Contain no toxic elements or growth inhibiting materials,
- Free from:
 - Debris and stones over 25mm diameter,
 - Course vegetative material, 10mm diameter and 100mm length, occupying more than 2% of soil volume,
- Consistence: friable when moist,

Spreading of Topsoil:

Scarify the subsoil prior to the spreading the topsoil. Remove all debris and leave a fine-textured even surface, all topsoil to be imparted unless previously approved by the landscape architect. Obtain approval for the quality of any imported topsoil before delivery to the site.

Sod:

Any areas specified to be sodded, install sod which conforms with the specifications of the Nursery Sod Growers Association of Ontario. All lawn areas shall receive a minimum of 100mm of topsoil, and shall be sodded with #1 Bluegrass-Fescue sod.

Mineral Fertilizer:

Apply the following mineral fertilizer unless soils tests show other requirements;

- Sodded areas – 11% nitrogen, 8% phosphorus and 4% potash (11-8-4) at a rate of 4.5 kg. per square metre. (10 lbs per 1000 sq. ft.)
- Planting beds - 7% nitrogen, 7% phosphorus, and 7% potash (7-7-7) at the rate of 40 grams (4 oz) per bushel of topsoil,

Preparation of Planting Beds:

All planting beds to be continuous. Excavate all planting beds to the depth as indicated on the drawings and details, min 300mm (1.0'). backfill all planting beds with a soil mixture consisting of six (6) parts of sand loam, one (1) part of finely pulverized peat moss, two (2) parts of well-rotted manure and the mineral fertilizer as specified above. Also add .58 kilos bonemeal/cubic metre of planting soil (1lb/cu yd.).

Note: if the existing soil conditions are clay or wet in nature, contact the landscape architect for instructions for a suitable soil mixture or drainage detail.

Mulch:

All planting beds and tree pits to be treated with shredded pine bark mulch, to a depth of 75mm minimum.

Plant Material:

All plant material shall conform to the standards of the Canadian Nursery Trades Association for size and species.

All shrubs and tree material shall be container grown, potted, W/B or B/B, unless otherwise noted. Contractor shall make requests for root condition substitution in writing to the landscape architect prior to commencement of planting operations.

Plant Material Installation:

All trees, shrubs, and ground covers shall be planted as detailed and as shown on the planting plan. All beds to receive a cover of clean mulch to a depth of 75mm. For guying and staking trees, refer to the planting details.

The individual plant grouping total as illustrated on the planting plan supersedes the estimated quantity on the master plant list. Contractor must report any discrepancies to the landscape architect in writing before commencing any work. Contractor will assume full responsibility if landscape architect is not notified on discrepancies.

Ensure that top two rows of wire basket are removed from root ball after installation in planting pit, for all trees planted with wire basket.

General Maintenance:

Proper maintenance procedures are to be fully administered for all newly constructed landscape work on accordance with Landscape Ontario specifications. This shall apply during the construction and maintenance and warranty period. Contractor is responsible for maintenance of sod and plantings until final acceptance by landscape architect.

Rodent protection: the contractor shall be responsible for the protection of all trees and shrubs for winter protection and from rodent injury for the duration of the warranty period. Protective guards shall be employed around all deciduous trees.

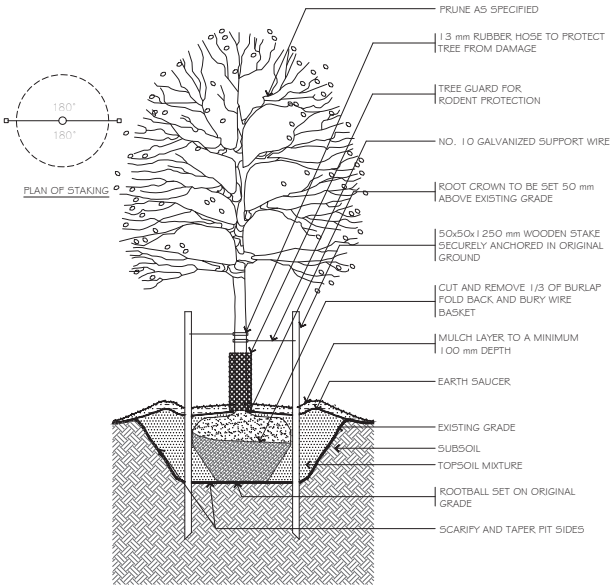
General Requirements:

Use above specifications in conjunction with the general landscape specifications of the Ontario Landscape Contractors Association, The Nursery Sod Growers Association of Ontario and with the Guide Specifications for Nursery Stock of the Canadian Nursery Trades Association. Use only plant material true to name, size and grade as specified on planting plan: provide sufficient labels or markings to indicate clearly the variety, size and grade of each specimen or bundle.

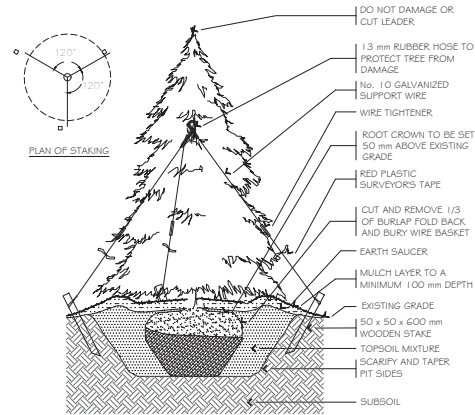
Obtain approvals for substitutions as to variety, size or grade from the landscape architect. Use only nursery stock, grown under proper horticultural practices, viable, free from pest and disease and undamaged. Obtain all necessary permits before commencement of construction. Report in writing any discrepancies in the drawings, specifications and contract documents to the landscape architect before the end of the bidding process and commencement of construction. These specifications may be superceded by additional specifications set out in the tender documents. Contractor to review all documents.

Warranty:

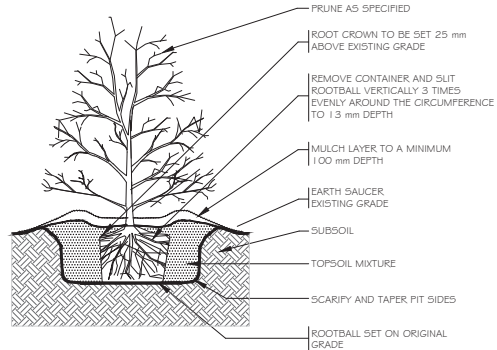
The contractor will warranty all plant material with a one-year (unless advised otherwise by owner) labour and material warranty, commencing final acceptance by the landscape architect.



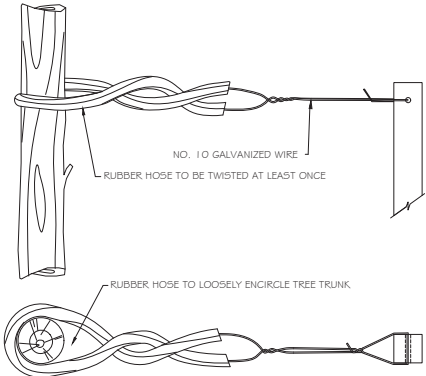
D1 TYPICAL DECIDUOUS TREE PLANTING DETAIL SCALE: NONE
TREES OVER 45mm CALIPER



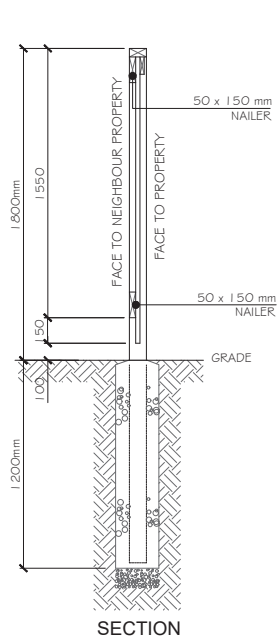
D2 TYPICAL CONIFEROUS TREE PLANTING DETAIL SCALE: NONE
1.5 m HEIGHT AND LARGER



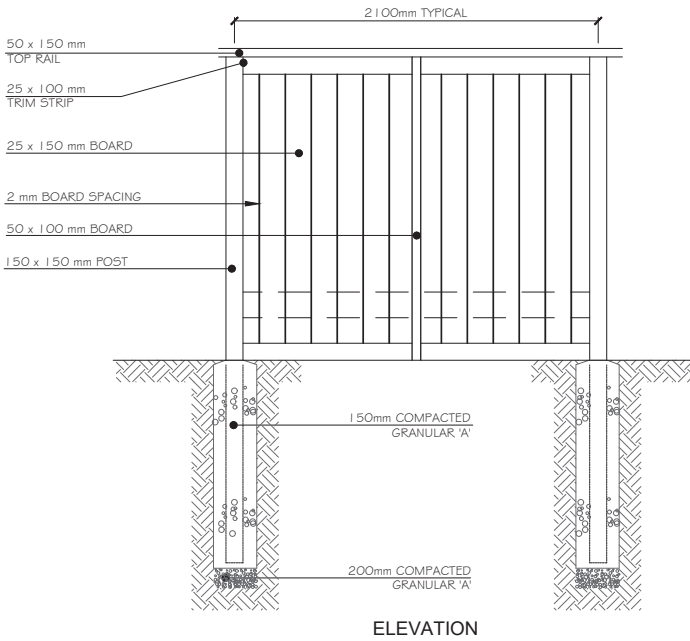
D3 TYPICAL SHRUB PLANTING DETAIL SCALE: NONE
ALL SPECIES / SIZES



D4 TYPICAL SUPPORT WIRE/HOSE DETAIL SCALE: NONE



SECTION



ELEVATION

D5 TIMBER PERIMETER FENCE DETAIL SCALE: 1:20

LANDSCAPE CONSTRUCTION NOTES:

General Notes:

- Contractor is responsible for locating all underground services prior to any excavation,
- General layout of planting beds, paths, paved areas, to be staked and confirmed by landscape architect prior to installation,
- Plant material to be approved at source by landscape architect, prior to shipment to the site,
- Plant material to have a one year warranty (supply and installation), to commence, once final installation approval is provided by landscape architect.

Sod:

- Sodded areas to be prepared with approved topsoil to a depth of 100mm

Shrub Bed and Tree Pit Preparation:

- Shrub beds to be prepared with imported 'triple-mix' topsoil, to the depth of 300 mm, and to be flush with surrounding grades,
- Shrub beds to be mulched with shredded pine bark mulch, installed to a minimum depth of 75 mm.
- Tree pits are to be dug to a depth below any existing compacted granular or unnatural fill material, to allow for adequate drainage conditions,

Queenston Mile - PLANT LIST							
W.B. = Wire Basket, B&B = Balled and Burlapped, CT = Container Grown							
Code	BOTANICAL NAME	COMMON NAME	SIZE	#	SPACING	ROOT CONDITIO	REMARKS
Deciduous Trees							
As	Acer saccharum	Sugar Maple	60mm cal.	4	N/A	W.B.	Mature Height = 15m
Acc	Amelanchier canadensis	Servicberry (multi-stem)	200cm ht.	5	10.0m	W.B.	Mature Height = 5m
Qp	Quercus palustris	Pin Oak	60mm cal.	2	N/A	W.B.	Mature Height = 15m
Perennials							
Rf	Rudbeckia fulgida 'Goldstrum'	Black-eyed Susan	1 gal pot	20	0.5m	CT	Mature Height = 500mm


OWNER'S NAME
OWNER'S SIGNATURE
TOWN OF NIAGARA-ON-THE-LAKE
LORD MAYOR
TOWN CLERK
Date

2	REVISED TO MEET NIAGARA REGION REQUIREMENTS	JUN. 08,2020
1	REVISED AS PER REGIONS COMMENTS	APR. 08,2020
NO.	DESCRIPTION	DATE

 **JAMES McWILLIAM**
LANDSCAPE ARCHITECT
jmcwilliam@jmladesign.com

PROJECT
QUEENSTONE MILE

DRAWING
LANDSCAPE DETAILS

NORTH	
SCALE:	AS NOTED
DATE:	DECEMBER 2019
DESIGN BY:	J.S.M.
DRAWN BY:	T.F.G.
SHEET:	L2