



## SCHEDULE “A” LITTLE RIVER ACRES FENCE REPLACEMENT GRANT APPLICATION

### INSTRUCTION

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The *Little River Acres Fence Replacement Grant Program* is a cost-sharing venture between the City of Windsor and an individual property owner whose fence is adjacent to Little River Acres Drive. The City of Windsor will cover 50% of the pre-tax cost of constructing the fence. The Property Owner will be responsible for the construction of the fence and for the entire cost of Federal taxes (and Provincial taxes where applicable).

The Property Owner has the option of performing all the work and receiving a grant for 50% of materials only, or, the option of hiring a qualified contractor to supply and install the fence. The contractor must be registered as a business and have a GST number.

The City of Windsor will reimburse the Property Owner 50% of the pre-tax amount of the lowest quote after receiving a copy of the official final receipt of payment by the property owner, and after the City has inspected and accepted the fence. Any cost overrun will be the sole responsibility of the Property Owner. The final receipt of payment must be printed on the contractor’s company letterhead.

The lowest quote in compliance with the criteria of this program, including the design standards, shall be selected to complete the project.

Your fence must meet the following design standards:

Height:	6 Feet
Material:	Steel
Finish:	Hot-dip zinc, zinc phosphate, epoxy primer, acrylic topcoat black.
Vertical Posts:	2½” x 2½” square steel; minimum 1/8” side wall thickness; standard pyramid cap
Post Footings:	8” diameter x 42” vertical depth concrete
Post Spacing:	8 feet maximum
Panels:	Horizontal rails ½” x 1” steel U-channel welded to vertical pickets, two (2) rails at top, one (1) rail at bottom. Pickets ¾” x ¾”, flat top (no finial), extended 6” beyond rails top and bottom, maximum 4” spacing between pickets.

Shrubs planted alongside the Little River Acres Drive property boundary are considered part of the fence and integral to the screening function of the fence. Shrubs are eligible to be included as part of the 50% reimbursement under the same conditions described above for the fencing.

Shrub planting must meet the following design standards:

Topsoil:	Pits backfilled with organic loam topsoil. Pits 6” deeper than root ball. Top of root ball set 3” above surrounding soil level (top of pit).
Mulch:	Shredded bark or similar mulch, continuous 3” layer beneath shrubs.
Extent of planting:	For corner lots, shrubs are not permitted beyond the line of the house wall facing the side street.
Species:	See attached list of permitted shrubs and spacing

The City of Windsor reserves the right to cap the amount of the grant, reject any or all quotes, or request that the Property Owner obtain additional quotes.

The Property Owner is solely responsible for the demolition and removal of the fence being replaced.

The City of Windsor will notify the Property Owner a letter with the results of the grant application within two (2) weeks after completed application and quotes have been submitted to the Building & Development Department.

Steps to receiving the *Little River Acres Fence Replacement Grant* are as follows:

1. Collect quotes for fencing (see details on application form)
2. Submit completed grant application form and quotes to the City of Windsor, Building & Development Department – 4<sup>th</sup> floor City Hall. Sign legal *Agreement* at Building & Development Department.
3. Receive notification of grant application result.
4. If *Letter of Authorization* is received, proceed to build fence and plant shrubbery.
5. Submit invoice(s) from contractor(s) for fence and shrubbery to City of Windsor, Building & Development Department. If Option #2 was chosen (see page 2 of application) submit paid receipt(s) for materials only.
6. Contact City of Windsor Landscape Architect to request review of the completed fence and shrubs.
7. Landscape Architect will review fence and shrubbery for compliance with the Legal Agreement.
8. Receive grant cheque once fence and shrubbery are accepted by Landscape Architect.

**The Property Owner is encouraged to meet with the City of Windsor Landscape Architect prior to submitting the application, in order to review the details of the program.**

**To set up an appointment, call 255-6267.**

Attachments:

- 1) Little River Acres Fence Replacement Grant and Maintenance Agreement
- 2) By-law #266-2004, section 9 for your reference
- 3) Diagram of typical fence layout
- 4) Illustration of design standard
- 5) List of permitted shrub species

LITTE RIVER ACRES FENCE GRANT APPLICATION (CONTINUED)

1: OWNER INFORMATION

OWNER NAME: \_\_\_\_\_
MAILING ADDRESS: \_\_\_\_\_
POSTAL CODE: \_\_\_\_\_
TELEPHONE: \_\_\_\_\_

2. PROPERTY QUESTIONS

PROPERTY ADDRESS: \_\_\_\_\_

Is your property adjacent to Little River Acres Drive? YES [ ] NO [ ]

Is your property a corner lot? YES [ ] NO [ ]

What is the length of your property boundary along Little River Acres Drive? \_\_\_\_\_

What is the length of the fence you are proposing to build? \_\_\_\_\_

5: DECLARATION

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare that the information provided in this application is true and accurate. I acknowledge that my eligibility for the grant will be withdrawn by the City if the information provided in this application and any quotes attached hereto is found to be false or inaccurate.

3: FENCING (Please check the option you are choosing)

Option #1 [ ] I will hire a contractor to build and install the fence
- You must provide quotes from three (3) qualified contractors (indicating business GST number). Quotes must indicate length and fence specifications.
- Please attach all quotes to this application.

Option #2 [ ] I will install the fence myself using pre-fabricated panels
- You must provide one (1) quote from a supplier for materials only (indicating business GST number). Quote must indicate length and fence specifications.
- Labour and any other requirements such as rental of equipment are not eligible for a grant.
- Please attach quote to this application.

4: SHRUBS (Please check the option you are choosing)

Option #1 [ ] I will hire a landscape contractor to supply and install the shrubs
- You must provide quotes from two (2) qualified licensed landscape contractors (indicating business GST number) for materials and installation.

Option #2 [ ] I will install the shrubs myself
- You must provide a quote from a plant nursery for materials (shrubs, topsoil and mulch) only.
- Please attach quote to this application.

Option #3 [ ] No shrubs

**5: I HAVE SUBMITTED:**

- Three quotes from qualified contractors for fence construction (one quote from supplier if building fence yourself) indicating length of fence, material specifications, and business GST number for each contractor.**
- Two quotes from qualified landscaper for shrubs (one quote from nursery if planting shrubs yourself)**
- A completed and signed application form**

**END OF APPLICATION FORM  
DO NOT COMPLETE BELOW – INTERNAL USE ONLY**

**A: RECEIPT & ASSIGNMENT OF APPLICATION:**

This application has been received, is complete and has been assigned to:

- Sharon Amlin (SA)
- Laura Macdonald (LM)
- Other: \_\_\_\_\_

\_\_\_\_\_  
Mario Quaglia  
Supervisor, Committees Team

Date: \_\_\_\_\_

**B: STATUS OF APPLICATION**

- |   |             |                 |
|---|-------------|-----------------|
| <input type="checkbox"/> Legal Agreement (Applicant) SIGNED | Date: _____ | Initials: _____ |
| <input type="checkbox"/> Application APPROVED               | Date: _____ | Initials: _____ |
| <input type="checkbox"/> Legal Agreement CIRCULATED         | Date: _____ | Initials: _____ |
| <input type="checkbox"/> Letter of Authorization ISSUED     | Date: _____ | Initials: _____ |
| <input type="checkbox"/> Copy of final invoices(s) RECEIVED | Date: _____ | Initials: _____ |
| <input type="checkbox"/> Inspection SATISFACTORY            | Date: _____ | Initials: _____ |
| <input type="checkbox"/> Grant cheque AUTHORIZED            | Date: _____ | Initials: _____ |

**LITTLE RIVER ACRES FENCE REPLACEMENT GRANT AND MAINTENANCE**

**AGREEMENT** made in triplicate this            day of            , 200 .

**B E T W E E N:**

Hereinafter called the OWNER of the First Part

- and -

**THE CORPORATION OF THE CITY OF WINDSOR**

Hereinafter called WINDSOR of the Second Part

**WHEREAS** the Owner is the registered owner of the lands municipally known as  
Windsor, Ontario N8            (subject property);

**AND WHEREAS** the Little River Acres Community Improvement Plan proposes a Fence Replacement Grant Program (FRGP) which program includes an agreement between the Owner and Windsor;

**AND WHEREAS** the Owner has applied to Windsor under the FRGP and agreed to enter into this Agreement with Windsor;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the foregoing and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by each of the parties to the others, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1.            The Owner covenants and agrees to do the following:
  - (a)        demolish and dispose of the existing fence located along the common property line between the subject property and Little River Acres Drive (Existing Fence) at their entire expense; and
  - (b)        replace the Existing Fence with a new fence in accordance with the Fence Design Standards and the Owner's Application Form all of which are attached as Schedule "A" hereto (New Fence).
  - (c)        ensure that the new fence is constructed entirely within the subject property.
  
2. (1)        The Owner acknowledges that the FRGP operates as a grant program by Windsor, whereby Windsor will cover 50% (fifty percent) of the pre-tax cost of constructing the New Fence, including materials. The said cost shall be the pre-tax amount of as indicated by the lowest quote on the Owner's Application Form accepted by Windsor and attached as Schedule "A" hereto. The Owner agrees that they are responsible for paying any provincial and federal taxes.
  
2. (2)        Windsor and the Owner expressly agree that this agreement does not create, nor is there any intention to create a partnership, joint venture or joint enterprise between Windsor and the Owner. The Owner shall not represent or hold themselves out to be an agent or representative of Windsor. No party hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party hereto.
  
3.            The Owner further acknowledges that the Grant Amount indicated in Schedule "A" shall not be paid to the Owner by Windsor until after the completion of the construction and installation of the New Fence and acceptance of the New Fence by Windsor's Chief Building Official for compliance with the Fence Design Standards.
  
4.            The Owner agrees that it shall be their responsibility to request the review of the New Fence by the said Chief Building Official by contacting the City's Landscape Architect to arrange a review.
  
5.            Windsor will forward the Grant Amount to the Owner after the review referred to in paragraph 3, and on condition that the fence has been installed in compliance with the Fence Design Standards.

6. The owner agrees to complete the construction and installation of the New Fence and request a review of the New Fence as specified in paragraph 4 of this agreement, all within one calendar year from the date of this agreement.

7. The Owner agrees to comply with Windsor’s Fence By-law and Windsor’s other by-laws and policies, including By-law 8600 (zoning) and By-law 266-2004 (fences).

8. The Owner covenants and agrees that the New Fence shall be kept:

- (a) in good repair
- (b) free from accident hazards;
- (c) free from weeds;
- (d) free of graffiti (will be removed within 2 days of it occurring);
- (e) protected by paint preservative;  
and
- (f) so as not to present an unsightly appearance.

9. The Owner shall hold Windsor harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to persons or property of every nature and kind (including death resulting therefrom), occasioned by anything done pursuant to this Agreement.

10. This agreement shall be binding upon and shall ensure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

11. Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.

12. This Agreement and the rights of obligations of Windsor and the Owner shall be determined in accordance with the laws of the Province of Ontario.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals and the corporate parties hereto have hereunto affixed their Corporate Seals attested to by the hands of their respective proper officers duly authorized in that behalf.

**SIGNED, SEALED & DELIVERED** )  
in the presence of )  
) )  
) \_\_\_\_\_ )  
) Name of Owner: )  
) )  
) )  
) )  
) )  
) \_\_\_\_\_ )  
) Name of Owner: )  
) )  
) )  
) THE CORPORATION OF THE CITY OF )  
) WINDSOR: )  
) )  
) )  
) \_\_\_\_\_ )  
) John Skorobohacz, Chief Administrative Officer )  
) )  
) )  
) )  
) \_\_\_\_\_ )  
) Clerk )

**SECTION 9 OTHER FENCES**

9.1 For the purposes of Section 9 only, a fence is defined as a barrier, guard, railing or enclosure of any type, used to enclose or delineate property and may be constructed of manufactured materials or be of organic origin and may include a hedge or other similar growth. A tree or row of deciduous trees, earth berm or similar topographical feature either natural or manmade is not deemed to be a fence for the purposes of this Section.

9.2 No person shall construct, allow or use a fence on residential property greater in height than:

- a) 2.2 m from effective grade level in any side or rear yard (as defined in the applicable zoning by-law).
- b) 1.2 m from effective grade level in any front yard (as defined in the applicable zoning by-law).
- (c) **Waterfront Fences** (Strabane to Lakeview Avenue):  
1.2 m from the effective grade level in any rear yard (as defined in the applicable zoning by-law) of any lot in a Residential Zoning District, situated on the north side of Riverside Drive East between Strabane Avenue and Lakeview Avenue. (added B/L 339-2001, Sept.24/2001)
- (d) exceeding a height of 2.5 m on any property boundary abutting any publicly owned walkway or alley as designated by a registered plan of subdivision, not adjacent to a road.

9.3 The height limitation in Section 9.2 of this By-law shall not apply to decorative post caps and other similar features which shall be approved by the chief building official. Furthermore, the height limitation in 9.2 shall not apply to a hedge if the hedge has been in existence for a period of six (6) months (not newly planted); or if it has been determined that trimming or cutting the trees to meet the height limitation will result in the demise of the hedge. Any interpretation of newly planted, or possible harm to hedges shall be made in consultation with the City Forrester or designate.

9.4 Notwithstanding any other provisions of this By-law, no person shall construct or use on any property located on a corner lot a fence which would restrict visibility, greater than .7 m above the effective grade level within a radius of 10.6 m of any roadway intersection measured from the convergence of the lot line intersections abutting the said roadways.

9.5 No person shall construct or use a fence on any property used for any commercial, industrial, or institutional purpose unless:

- (i) such fence shall have a maximum height not exceeding 3.0 m;
- (ii) such fence shall not be electrified;
- (iii) such fence shall not be located within 1.0 m of the nearest portion of any wall of an adjoining residential main or principal building;
- (iv) such fence shall not incorporate barbed or razor type wire in its construction unless that portion of fence which is made of barbed or razor wire is located no closer than 2.15 m above the effective grade level at any point.

9.6 No person shall construct, use, or allow or permit to be constructed or used, a fence which would restrict visibility in a side, rear or front yard, as defined in the applicable zoning by-law, unless such fence is located at least 3.5m from the nearest edge of the existing public roadway pavement where such fence abuts any existing public or private driveways, lanes, alleys, roadways or any other similar access area.

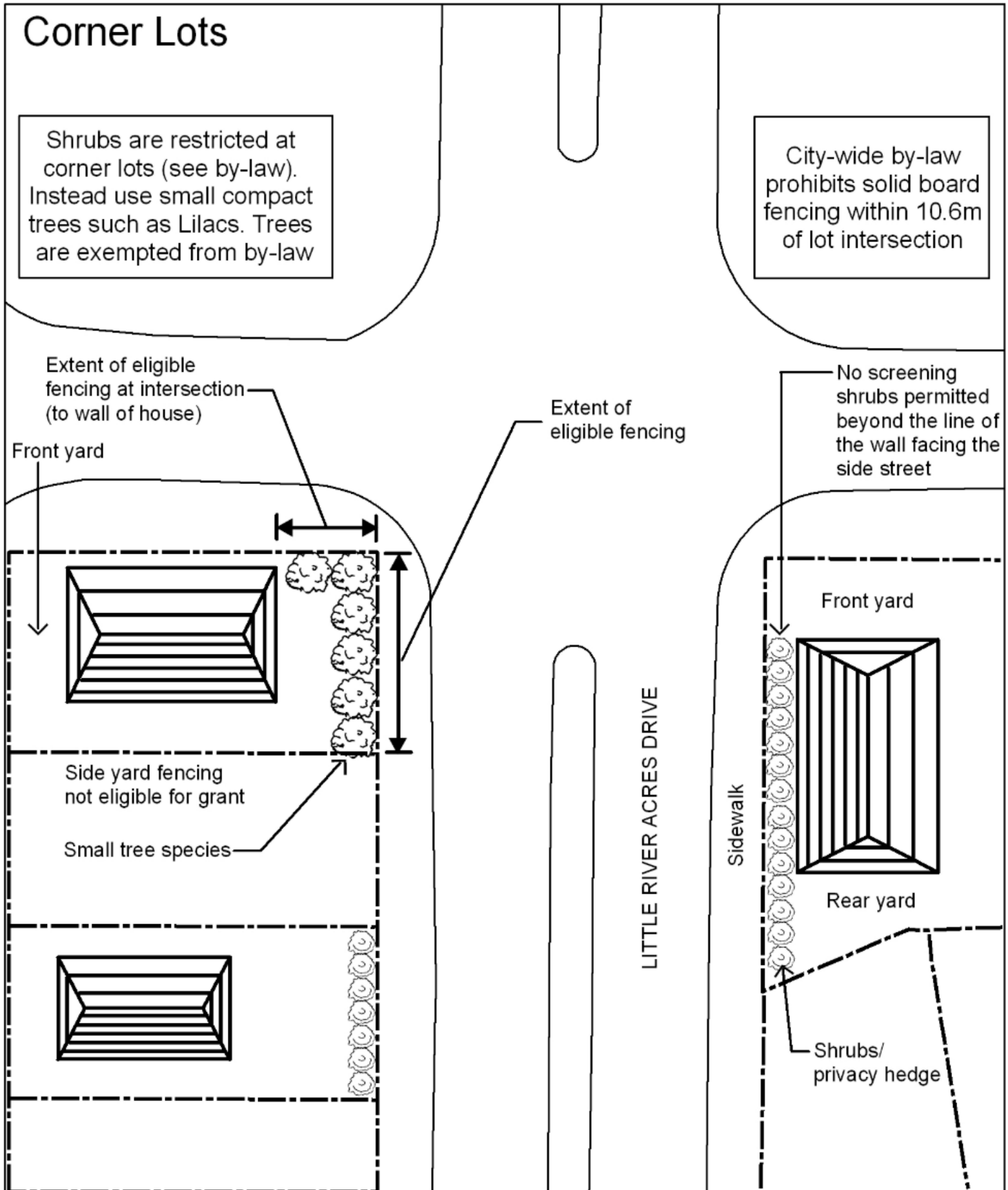
9.7 No person shall construct or use a screening or other fence or guard unless it is designed and constructed to withstand all normally prevailing atmospheric, wind and other conditions encountered under normal use.

9.8 No person shall construct, or use any fence consisting of single strand wire type construction unless it is so constructed so as to be readily visible to any person at all times and does not in any way create an unsafe condition to any person.

9.9 No person shall construct any fence comprised in whole or in part of decorative building block, masonry brick, architectural stone, or any other similar type feature unless drawings have been submitted and reviewed by the chief building official.

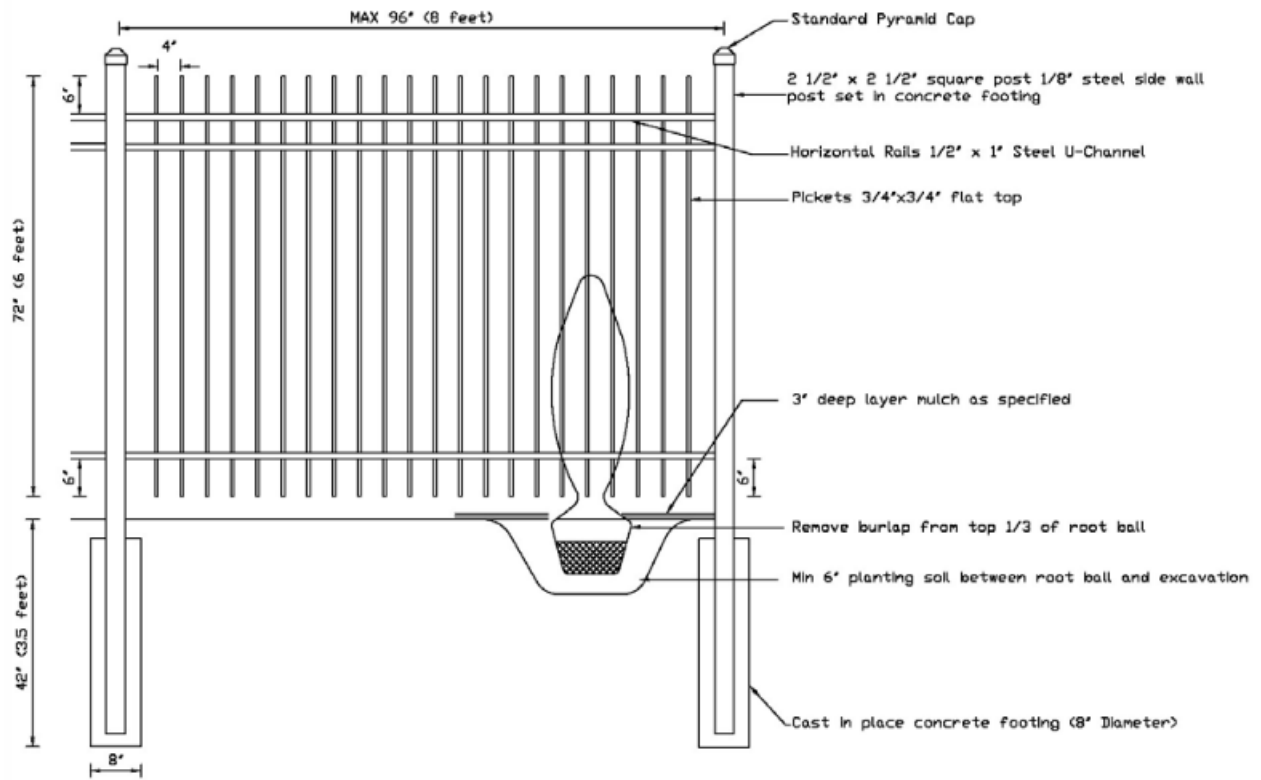
9.10 Notwithstanding sections 9.2 and 9.3 of this By-law, no person shall construct or use any fence or screening fence on residential property along the common boundary or property line of any commercial, industrial or institutional use in excess of the prescribed height and locations as permitted in Sections 9.2 and 9.6 of this By-law.

9.11 Every owner shall maintain their fence or screening fence in good repair and in compliance with the applicable provisions of this By-law.





# Attachment 4 – Illustration of Design Standard



FENCE DESIGN STANDARD  
Little River Acres Drive

Attachment 5 List of Permitted Shrub Species

Species:	<u>Horticultural Name</u>	<u>Common Name and future height (at maturity)</u>	<u>Spacing</u>
	Caragana arborescens	Siberian Peashrub 3.0 m high	2.0 m
	Cornus racemosa	Gray Dogwood 3.0 m high	2.0 m
	Cotoneaster acutifolius	Peking Cotoneaster 2.7 m high	1.2 m
	Eleagnus commutata	Silverberry 1.75 m high	1.5 m
	Euonymus alatus	Winged Burning Bush 2.5 m high	1.2 m
	Hamamelis vernalis	Vernal Witch Hazel 2.5 m high	1.8 m
	Ilex x meserveae	Blue Holly 2.0 m high	1.5 m
	Juniperus chinensis 'Fairview', or 'Mountbatten'	Fairview Juniper, or Mountbatten Juniper 3.0 m high	1.2 m
	Juniperus scopulorum 'Tabletop'	Tabletop Juniper 1.5 m high	1.2 m
	Lespedeza bicolor	Bush Clover 1.75 m high	1.2 m
	Lonicera fragrantissima	Winter Honeysuckle 2.0 m high	1.5 m
	Picea pungens 'Fat Albert'	Fat Albert Spruce 5.0 m high	2.2 m
	Rhus typhina	Staghorn Sumac 2.5 m high	1.5 m
	Shepherdia canadensis	Buffaloberry 2.5 m high	1.8 m
	Spiraea x vanhouttei	Vanhouttei Spirea 2.0 m high	1.5 m
	Syringa vulgaris	Common Lilac 4.0 m high	1.8 m
	Thuja occidentalis 'Nigra' or 'Unicorn'	Black Cedar, or Unicorn Cedar	1.0 m
	Viburnum lentago	Nannyberry 5.0 m high	1.8 m