

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2001-56**

**A by-law to authorize the signing of a Development Agreement.**

**WHEREAS** Island Cove Development Ltd. has proposed the development of property on Bois Blanc Island for use as a condominium;

**AND WHEREAS** the Council of the Town of Amherstburg passed By-Law 2001-50 on October 22nd, 2001 entering into a Development Agreement with Island Cove Development;

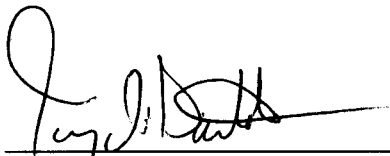
**AND WHEREAS** the Council of the Town of Amherstburg deems it necessary to repeal By-Law 2001-50 and authorize the execution of a Development Agreement in the form annexed hereto;

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

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. By-Law 2001-50 is hereby repealed.
3. This By-Law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 26th day of November, 2001.

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Certified to be a true copy of By-Law  
No. 2001-56 passed by the Amherstburg  
Municipal Council on November 26, 2001.

\_\_\_\_\_

TOWN OF AMHERSTBURG  
DEVELOPMENT AGREEMENT

BETWEEN: ISLAND COVE DEVELOPMENT LTD.

- AND -

THE CORPORATION OF THE TOWN OF  
AMHERSTBURG

DATE:

## DEVELOPMENT AGREEMENT

Registered \_\_\_\_\_.

THIS AGREEMENT made in quintuplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

BETWEEN: ISLAND COVE DEVELOPMENT LTD.

hereinafter called the "OWNER"  
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF  
AMHERSTBURG

hereinafter called the "CORPORATION"  
OF THE SECOND PART

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

AND WHEREAS the Owner warrants it is the registered owner of the said lands;

AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control Area;

AND WHEREAS the Owner intends to develop or redevelop the said lands for a condominium development in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

SCHEDULE "A"                      Legal Description of the Said Lands

SCHEDULE "B"	Site Plan
SCHEDULE "C"	Grading Plan
SCHEDULE "D"	Landscape Plan
SCHEDULE "E"	Reference Plan 12R-19065
SCHEDULE "F"	Sewage Treatment Plant Mitigative Report
SCHEDULE "G"	Elevation Drawings

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
  - (a) The location of all buildings and structures to be erected;
  - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including fire routes and driveways for emergency vehicles;
  - (c) Walkways and all other means of pedestrian access;
  - (d) The location and provision for the collection and storage of garbage and other waste material;
  - (e) Cross Sections for municipal road construction and fire route construction.
4. Schedule "C" hereto shows:
  - (a) Grading Plan.
5. Schedule "D" hereto shows:
  - (a) Landscaping and a list of plant materials.
6. Schedule "E" hereto shows:
  - (a) Reference Plan 12R-19065 for the road to be conveyed to the municipality, being Part 1 on the Plan.
7. Schedule "F" hereto shows:
  - (a) A report dated September 7, 2001 from James Drummond, P. Eng., Golder Associates Ltd. setting out mitigative measures to address any odour problems from the sewage treatment plant.
8. Schedule "G" hereto shows:
  - (a) Elevation Drawings.
9. The Owner shall be responsible for consulting with Hydro One regarding any matters that relate to services provided by Hydro One.
10. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment or the Essex Region Conservation Authority.

11. All of the exterior walls of the building shall be faced with decorative block, brick, stone, stucco, structural glass, tile, baked enamel on steel or similar finished material.
12. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete portland cement or other material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like material, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
13. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
14. All walkways on the said lands, where so designated on Schedule "B", shall be constructed of either concrete or interlocking paving stone by the Owner to the satisfaction of the Corporation.
15. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
16. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
17. The Owner shall install and maintain a system for the disposal of storm and surface water so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer and separated from the sanitary sewer.
18. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
19. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
20. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "D".
21. A fence, stained or treated and maintained, with a minimum of 1.8 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B".
22. All driveways for emergency vehicles shall:
  - (a) Be connected with a public thoroughfare;
  - (b) Be designed and constructed to support expected loads imposed by firefighting equipment;
  - (c) Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
  - (d) Have a clear width of 3 metres at all times;

- (e) Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
  - (f) Have an overhead clearance not less than 4.5 metres;
  - (g) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
  - (h) Have approved signs displayed to indicate the emergency route.
23. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
24. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
- (a) The progress of development;
  - (b) The state of maintenance as provided for in this Agreement.
25. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
26. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.
27. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
28. In the event that an Owner should fail to obey a stop work order issued under Section 25 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.

### **Clause 36 – Original Wording**

36. The Owner acknowledges and agrees that with regard to sanitary sewage capacity the current Ministry of the Environment & Energy Certificate of Approval, No. 3-0212-97-006, dated September 11, 1997 and Council approval dated February 23, 1998, is based upon a maximum of 145 residential units being developed. The Owner and the Corporation acknowledge that 66 building permits for single family dwellings have been issued to date.

The development of the subject thirty-nine (39) condominium units will therefore require that:

- (a) existing serviced lots provided for in the said current Ministry of the Environment & Energy Certificate of Approval shall be frozen from further development, or
- (b) the owner agrees to construct additional sanitary sewage capacity for the proposed 39 condominium units at its own expense, and subject to the approval in writing of the Ministry of the Environment and the Corporation.

### **Clause 36 – Proposed Wording**

36. The Owner acknowledges and agrees that sanitary sewage capacity shall be determined by way of a Certificate of Approval ("Certificate") issued by the Ministry of the Environment & Energy ("MOEE"), which Certificate shall be approved by Council. The parties hereto acknowledge and agree that there is a current Certificate of Approval No. 3-0212-97-006, dated September 11, 1997, which provides that the capacity of the current servicing infrastructure is 145 residential units. The Owner and the Corporation acknowledge that sixty-six (66) building permits for residential units have been issued to date. In the event that it wishes to construct residential units in excess of the capacity determined by this most recent MOEE Certificate, the Owner agrees to arrange for additional sanitary sewage capacity for the said proposed units at its own expense, and subject to the approval in writing of MOEE and the Corporation. Notwithstanding the aforesaid, the parties hereto agree that, in respect of sanitary sewage capacity, building permits for an additional seventy-nine (79) residential dwelling units shall be available upon request.
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29. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 26 or after notice of an opinion, which Council of the Corporation determines is correct under Section 27, the Council of the Corporation may by law direct on default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
30. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
31. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
32. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.
33. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 469 of The Municipal Act shall apply.
34. The Owner agrees to convey Part 1 on Reference Plan 12R-19065 for purposes of a municipal road. The Owner is required to construct the road to full municipal standards in accordance with the cross sections shown on Schedule "B".
35. The Owner agrees to provide and maintain a fire route as shown on Schedule "B". The Owner is required to construct the fire route in accordance with the cross sections shown on Schedule "B".
36. The Owner acknowledges and agrees that with regard to sanitary sewage capacity the current Ministry of the Environment & Energy Certificate of Approval, No. 3-0212-97-006, dated September 11, 1997 and Council approval dated February 23, 1998, is based upon a maximum of 145 residential units being developed. The Owner and the Corporation acknowledge that 66 building permits for single family dwellings have been issued to date.



The development of the subject thirty-nine (39) condominium units will therefore require that:

- (a) existing serviced lots provided for in the said current Ministry of the Environment & Energy Certificate of Approval shall be frozen from further development, or
  - (b) the owner agrees to construct additional sanitary sewage capacity for the proposed 39 condominium units at its own expense, and subject to the approval in writing of the Ministry of the Environment and the Corporation.
37. The building to be constructed of non-combustible materials and is to be constructed with an engineer certified sprinkler system in accordance with Ontario Building Code requirements and NFPA Guidelines.
38. Water service including water supply for fire fighting capacity must be addressed in accordance with all Ontario Building Code and Ministry of the Environment conditions and regulations.
39. Building permits will not be issued for this development until compliance with Sections 36 and 38 and all other Sections of this Agreement have been met and provided for in accordance with the Ministry of the Environment & Energy and the Corporation's requirements and all other applicable law, as determined by the Corporation.
40. The Owner to provide for a pressured raw water fire main with emergency power backup to assist with the supply of water for fire fighting operations. The main will be a non-freeze installation. This system to be engineer certified and is subject to the approval of the Corporation and applicable regulations.
41. In recognition of the reduced separation distance between the residential development and the sewage treatment plant from the Ministry of Environment and Energy's Guideline D-2 of 100 metres to 60 metres, the Owner agrees to include a warning in offers of purchase and sale advising prospective buyers of the presence of a sewage treatment plant in the area, and of the possible presence of the related odours. The Owner further agrees to implement the mitigative measures set out in Schedule "F" should the odour problems begin to adversely affect residents.
42. The Owner shall supply, construct and install any required extension of services for this development. No such work shall commence until the drawings and specifications have been approved in writing by the Corporation.
43. Reserved.

- 44. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of on-site improvements (other than buildings or structures) is required as part of the site plan agreement. The said amount to be approved by the Corporation's Manager of Public Services. A one (1) year maintenance security is also a requirement of this agreement with the option of reducing the security to 15% of the cost of the site improvements during the one year maintenance period after the Town has inspected and initially approved same.
- 45. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of The Registry Act and The Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: ISLAND COVE DEVELOPMENT LTD.

\_\_\_\_\_  
John Oram

THE CORPORATION OF THE TOWN  
OF AMHERSTBURG

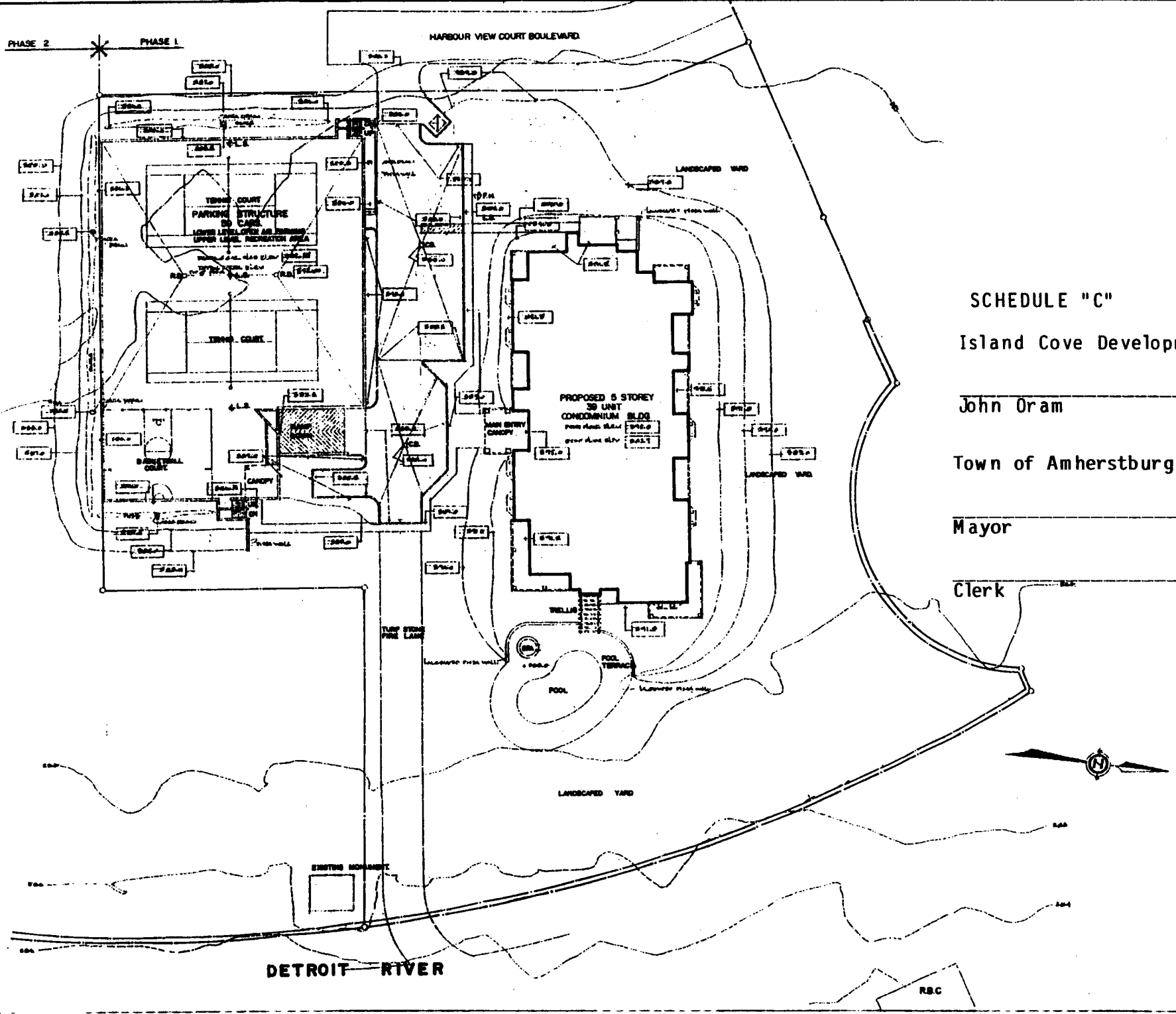
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Authorized and approved by By-Law  
No. 2001-56 enacted the 26th day of  
November, 2001.

\_\_\_\_\_





JOSEF TOTH  
 ARCHITECT  
 INC.  
 WINDSOR ONTARIO



SCHEDULE "C"  
 Island Cove Development Ltd.

John Oram  
 Town of Amherstburg

Mayor

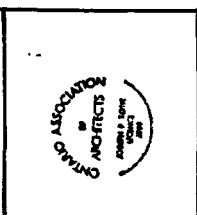
Clerk



DATE	REVISION
PROJECT PROPOSED HARBOUR VIEW CONDOMINIUM 30 UNITS	
JOB NO. ISLAND	
Dwg. TITLE FINISHED GRADING PLAN	
DATE	AUG 2001
SCALE	1" = 20'-0"
DRN. BY	
PROJECT No.	2001-23
DWG. No.	A-2A

R.B.C.

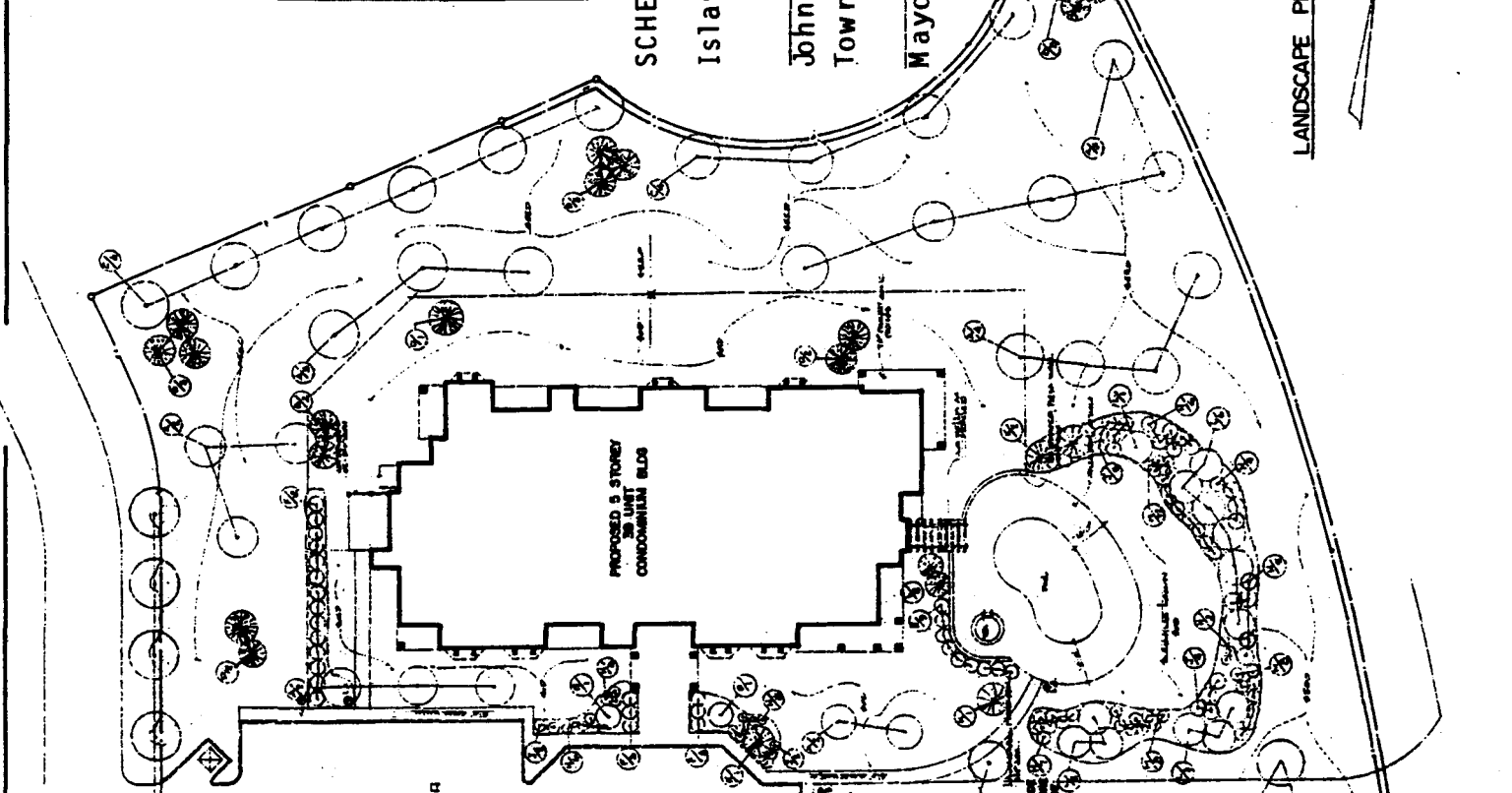
**JOS P. TOTH**  
**ARCHITECT**  
**INC.**  
 MEMBER AIA  
 CHARTERED



DATE: 12/15/87  
 PROJECT: HARBOR VIEW CONDOMINIUMS  
 39 UNITS  
 COSLO ISLAND  
 (OLD TOWN)  
**LANDSCAPE PLAN**  
 DATE: 12/15/87  
 SCALE: AS NOTED  
 DRAWN BY: JPT  
 PROJECT NO.: 2001-23  
 DWG. NO.: L-1

NO.	PLANT LIST - DESCRIPTION	QTY.
1	MAHONIA (Small shrub)	36
2	SPRING BURNING BUSH	11
3	DOGWOOD	10
4	DOGWOOD	2
5	DOGWOOD	2
6	DOGWOOD	2
7	DOGWOOD	2
8	DOGWOOD	2
9	DOGWOOD	2
10	DOGWOOD	2
11	DOGWOOD	2
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96	DOGWOOD	2
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99	DOGWOOD	2
100	DOGWOOD	2

**SCHEDULE "D"**  
 Island Cove Development Ltd.  
 John Oram  
 Town of Amherstburg  
 Mayor



**NOTE:**  
 BASE INFORMATION, SITE SERVICES, AND GRADING INFORMATION OBTAINED FROM EXISTING SITE SURVEY.  
 THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES  
 TO THE LANDSCAPE ARCHITECT.  
 THE LIMIT OF WORK SHALL BE THE PROPERTY LINE, AND AREAS OUTSIDE OF THE LIMITS OF WORK  
 ARE NOT TO BE CONSIDERED BY THE LANDSCAPE CONTRACTOR AND TO BE MADE GOOD BY THE LANDSCAPE CONTRACTOR.  
 ALL CONDUITS AND UTILITIES ARE TO BE LOCATED BY THE CLIENT PRIOR TO THE COMMENCEMENT OF WORK.  
 ALL DIMENSIONS ARE IN FEET AND INCHES.

**LANDSCAPE PLAN**  
 SCALE 1" = 80'-0"  
 N

DETROIT RIVER





**Golder Associates Ltd.**

2445 McDougall Street, Suite 100  
Windsor, Ontario, Canada N9K 3N7  
Telephone (519) 250-5733  
Fax (519) 250-4462



September 7, 2001

011-4540

Bob-Lo Island Resort Community  
1078386 Ontario Limited  
340 Dalhousie Street  
Amherstburg, Ontario  
N9V 1X3

**COPY**

Attention: Mr. John Oram

**RE: SEWAGE TREATMENT PLANT MITIGATIVE REPORT**

Dear Sirs:

The sewage treatment plant installed on Bob-Lo Island is a Rotordisk system with a primary settling tank, rotating biological contactor, and biological settling tank. Treated effluent from the plant is discharged through an underwater pipeline to the Detroit River. The plant is built into the ground with the roof of the chamber approximately one foot above grade. It is Golder's opinion that odour or noise from the sewage treatment plant, at its current capacity, will not likely affect the residents of the proposed condominium development.

At present and projected volumes of sewage to this plant, odour is unlikely to become a problem. Despite this expectation, currently unforeseen upset conditions may result in odour generation at higher and potentially problematic air concentrations. In the event of an upset condition, there are three potential odour sources in the sewage treatment process:

- the primary settling tank,
- the biological contactor,
- the biological settling tank.



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OFFICES ACROSS NORTH AMERICA, SOUTH AMERICA, EUROPE, ASIA AND AUSTRALIA

SCHEDULE "F"

Island Cove Development Ltd.

\_\_\_\_\_  
John Oram

Town of Amherstburg

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



Odours from these sources may become a problem requiring mitigation. There are a number of mitigation strategies that could be employed to resolve residents' concerns. The strategy selected would depend on the source of odour.

If an odour problem occurs, a generic control approach would require the collection and treatment of odorous air contaminants. Several recognized approaches are available for controlling organo-based odours. These include:

- Gas scrubbing
- Carbon adsorption
- Biodegradation

The air collection system would be common to all three treatment approaches and would comprise local exhaust hoods connected to a common header duct. An induced draft fan would draw the air from "critical" process components (primary settling tank, biological reactor, and biological settling tank) and direct it to the selected treatment module.

For gas scrubbing, the odorous exhaust stream is brought into contact with a liquid - typically by spraying it with the liquid, although there are other means to effect the required contact. Odorous components in the exhaust air are removed by absorption into the liquid stream.

Carbon adsorption may be a more effective approach to odour removal. This technology introduces the odorous air to enclosed vessels packed with activated carbon. The odorous organic components in the air stream adhere to the surface of the highly porous adsorbent while the cleaned air passes through the vessel and is released to atmosphere. Adsorption is highly suited to the removal of trace organic constituents from air streams whereas wet scrubbers are generally more efficient with higher contaminant concentrations in the exhaust.

Bio-degradation of odorous air contaminants requires a system similar in concept to the existing rotary biological reactor. In this case, the exhaust air stream would be introduced to a porous, wetted bed of natural organic materials (for example wood chips, sawdust, corn husks, peat moss and similar substrates) inoculated with suitable micro-organisms. Odorous organic contaminants would be removed through assimilation by the micro-organisms as a food source.

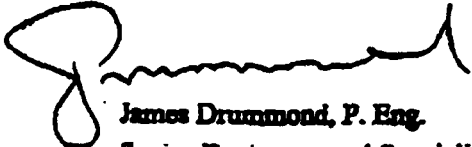
**Golder Associates**

It is Golder's opinion that, at current and projected volumes of sewage to be treated at this plant, there is limited likelihood of odours. However, if odours do become a problem the mitigative strategies described in this report would be expected to minimize or eliminate the problem. Also, as odour abatement methods continue to evolve, other strategies may become available over time to treat potential odour generation.

If you or anyone has any questions regarding this report please do not hesitate to contact the undersigned.

Yours very truly,

**GOLDER ASSOCIATES LTD.**



James Drummond, P. Eng.  
Senior Environmental Specialist

ID/JWR:rk

REPORT

JOSEPH P. TOTH

ARCHITECT

INC.

WINDSOR ONTARIO



SCHEDULE "G"

Island Cove Development Ltd.

John Oram

Town of Amherstburg

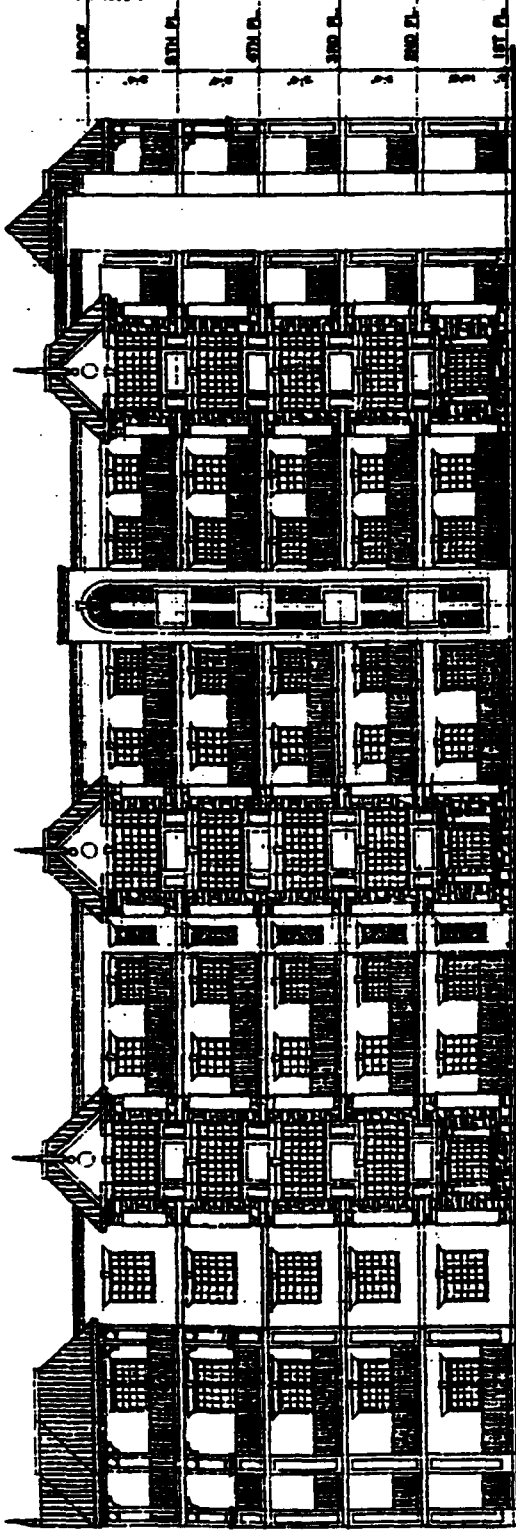
Mayor

Clerk

DATE: 1988-12-20  
PROJECT: PROPOSED IMPROVED VIEW CORRECTION TO WIND

NOBLE ISLAND  
MARKET  
ELEVATIONS - 1-4

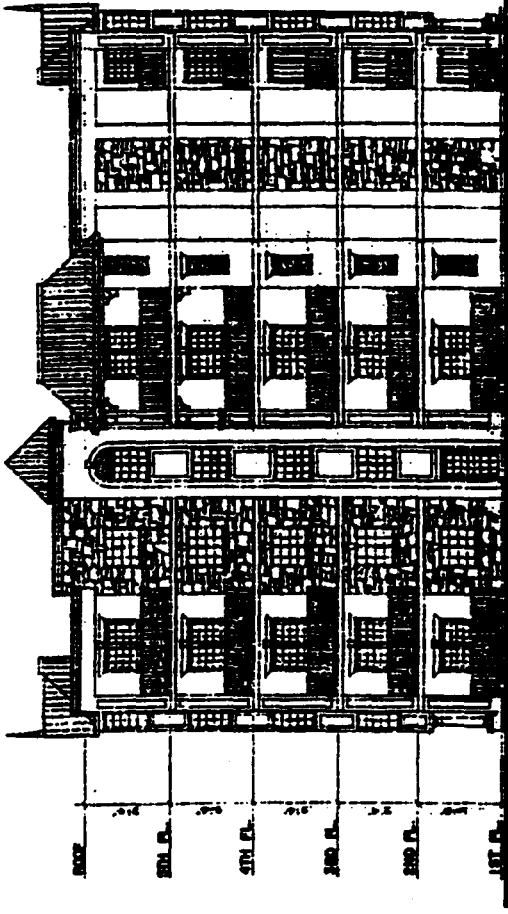
DATE: JUNE 2008  
SCALE: 1/8" = 1'-0"  
DRAWN BY: J.P.T.  
PROJECT NO.: 888-03  
DWG. NO.:



ROOF  
5TH FL.  
4TH FL.  
3RD FL.  
2ND FL.  
1ST FL.

SCALE 1/8" = 1'-0"

NORTH ELEVATION



ROOF  
5TH FL.  
4TH FL.  
3RD FL.  
2ND FL.  
1ST FL.

SCALE 1/8" = 1'-0"

WEST ELEVATION