THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-49

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

WHEREAS C.D.L. Recyclers Inc. has proposed the development of property at 7084 Smith Industrial Drive for purposes of a warehousing/distribution centre for tires that are sent out for retreading;

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. 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 23rd day of June, 2003.

Mayor	, 114-pr
Clerk	

Certified to be a true copy of By-law No. 2003-49 passed by the Amherstburg Municipal Council on June 23, 2003.

Province of Ontario	Document Form 4 — Land Regist	General	Proces	s Software L	.td. • (4	16) 322-611	1	D
	(1) Registry	Land Titles X	(2) F	Page 1 of	12	/ pages		
<u> </u>	(3) Property Identifier(s)	Block P 01551 00	roperty 48			See	ditional e nedule	
SOR SOR		(4) Nature of Document Application to Register Notice of Development Agreement						
OF REGISE	(5) Consideration	1						
FOR OFFICE USE ONLY— CERTIFICATE OF RECEIPT RECEPTISE ESSEX (12) WINDSOR JUL 15 2003 16 55 LAND REGISTRAR/REGISTRATEUR	(6) Description Parcel Plan-2 Lot 16 Plan 12	2M-237		Dollars S	\$			
New Property Identifiers Additiona See Schedule		erstburg, County of E	essex					
Executions Additiona See Schedule	(7) This Document Contains:	(a)Redescription New Easement Plan/Sketch		chedule for:		ditional ties	Othe	er X
The Corporation of the Town of Amherstbur RECYCLERS INC. is the registered owner and The Torporation of the Town of Amherst The Torporation of the Town of Amherst (9) This Document relates to instrument number(s)	Thereby apply to have I stburg and C.D.L. R	Development Agreement d	ated jl	UNE 23RD	, 2003, i Regist	made betw	een t	he
(10) Party(ies) (Set out Status or Interest) Name(s)		Signature(s)	1	A		Date of	Signa	ture D
THE CORPORATION OF THE TOWN AMMERSTBURG (Applicant) by its sol		Armando F. DeLuca	, Q.C		<u> </u>	2003	07	14
(11) Address for Service	500-251 Goveau S	St., Windsor, Ontario	N9A (6V2				<u>. </u>
(12) Party(ies) (Set out Status or Interest)		Signature(s)				Date of	Signa	ture
Name(s) C.D.L. RECYCLERS INC. (owner)		Signature(s)				Y	M	D
						<u> </u> 		
						<u></u>		
(13) Address for Service	WA Sendo					<u>!</u>	<u> </u>	-
(14) Municipal Address of Property	(15) Document Prepared	d by:				and Tax		\preceq
	ARMANDO F. DEI	· -	SE ONLY	Registration	Fee	10		
Amherstburg, Ontario	PRINCE,LLP	UCA,MCPHERSON,						
	500-251 GOYEAU WINDSOR,ONTAL		FOR OFFICE U					
	N9A 6V2	-		Total		70		

DEVELOPMENT AGREEMENT

Registered	
	de in quintuplicate this day of, 2003.
BETWEEN:	C.D.L. Recyclers Inc.
	hereinafter called the "OWNER" OF THE FIRST PART
	-and-
	THE CORPORATION OF THE TOWN OF AMHERSTBURG
	hereinafter called the "CORPORATION"

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

OF THE SECOND PART

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 warehousing/distribution centre for tires that are sent out for retreading 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" - Elevations

SCHEDULE "D" - Site Servicing

SCHEDULE "E" - Storm Water Detention Calculations

SCHEDULE "F" - Landscaping

- 3
- 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 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 materials.
- 4. Schedule "C" hereto shows:
 - (a) Elevation Drawings
- 5. Schedule "D" hereto shows:
 - (a) Site Servicing Plan
- 6. Schedule "E" hereto shows:
 - (a) Storm Water Detention Calculations
- 7. Schedule "F" hereto shows:
 - (a) Landscaping Plan
- 8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One regarding any matters that relate to services provided by Hydro One.
- 9. 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.
- 10. 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.
- 11. 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 materials, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
- 12. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
- 13. 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.

- 4
- 14. 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.
- 15. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
- 16. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "D" and Schedule "E" 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.
- 17. 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.
- 18. 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.
- 19. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "F". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.
- 20. All driveways for emergency vehicles shall:
 - (1) Be connected with a public thoroughfare;
 - (2) Be designed and constructed to support expected loads imposed by firefighting equipment;
 - (3) Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 - (4) Have a clear width of 3 metres at all times;
 - (5) Be located not less that 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
 - (6) Have an overhead clearance not less than 4.5 metres;
 - (7) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 - (8) Have approved signs displayed to indicate the emergency route.
- 21. 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.

- 5
- 22. 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:
 - (1) The progress of development;
 - (2) The state of maintenance as provided for in this Agreement.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. In the event that an Owner should fail to obey a stop work order issued under Section 23 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
- 27. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 24 or after notice of an opinion, which Council of the Corporation determines is correct under Section 25, the Council of the Corporation may by law direct or 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.
- 28. 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.
- 29. 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.

- 30. 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.
- 31. 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.
- 32. 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 (1) year maintenance period after the Town has inspected and initially approved same.
- 33. 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: C.D.L. Recyclers Inc.

Leo Beaudoin - PRES.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

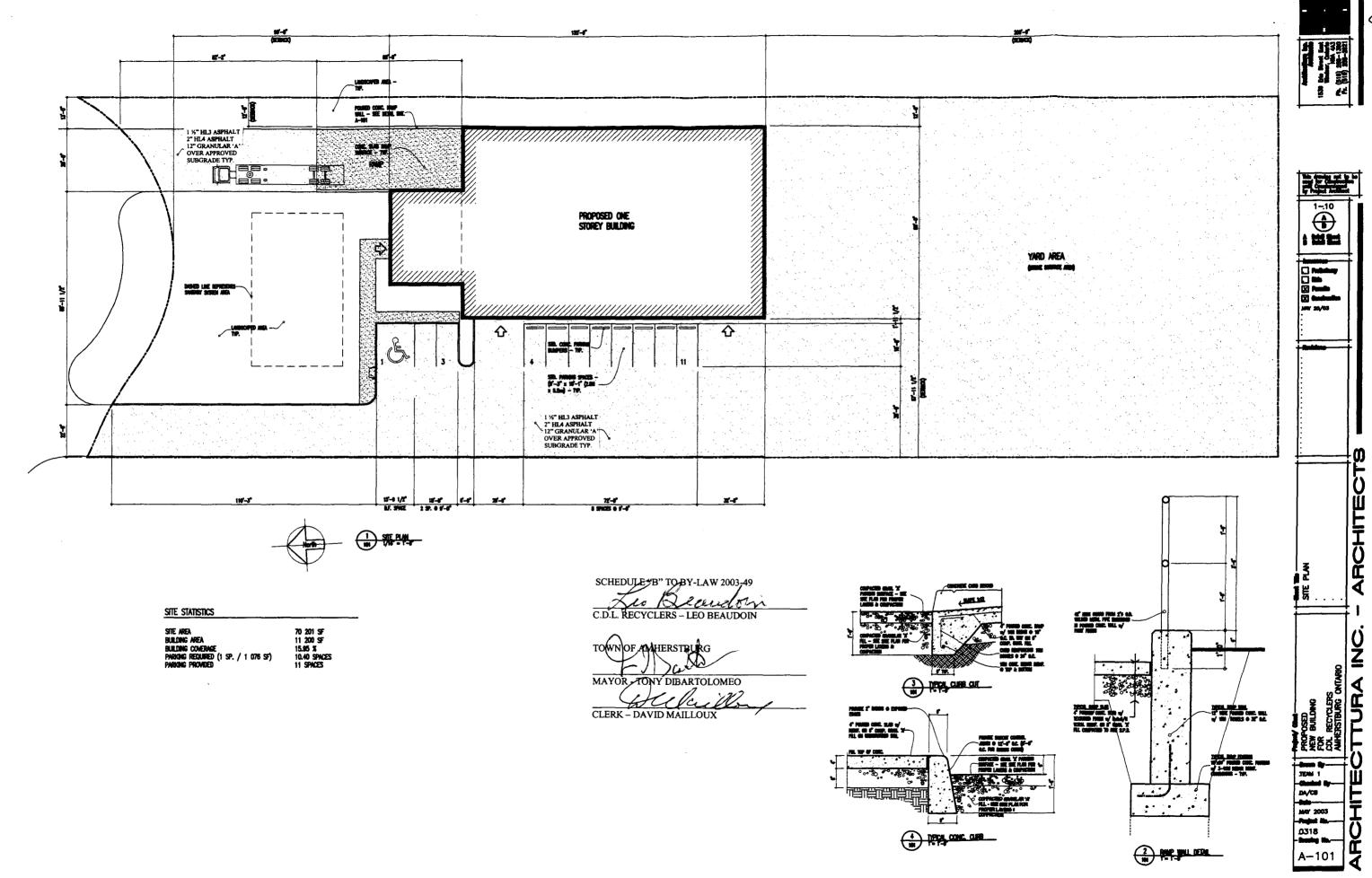
Mayor Tony DiBartolomeo

Authorized and approved by By-law No. 2003-49 enacted the 23rd day of June, 2003.

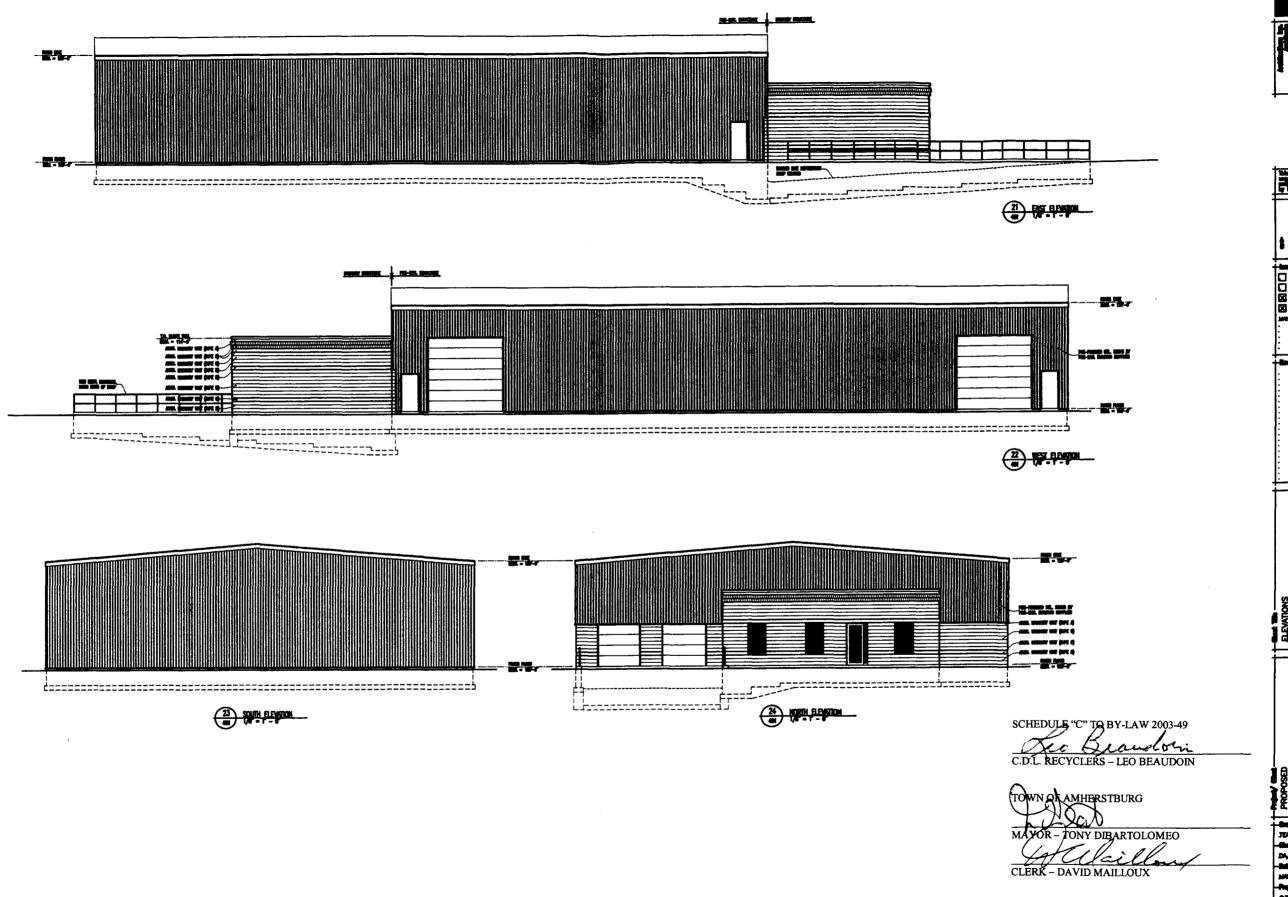
SCHEDULE "A"

The following is a description of the land to which this instrument applies:

Lot 16, Plan 12M-237 Town of Amherstburg (formerly Township of Anderdon) County of Essex

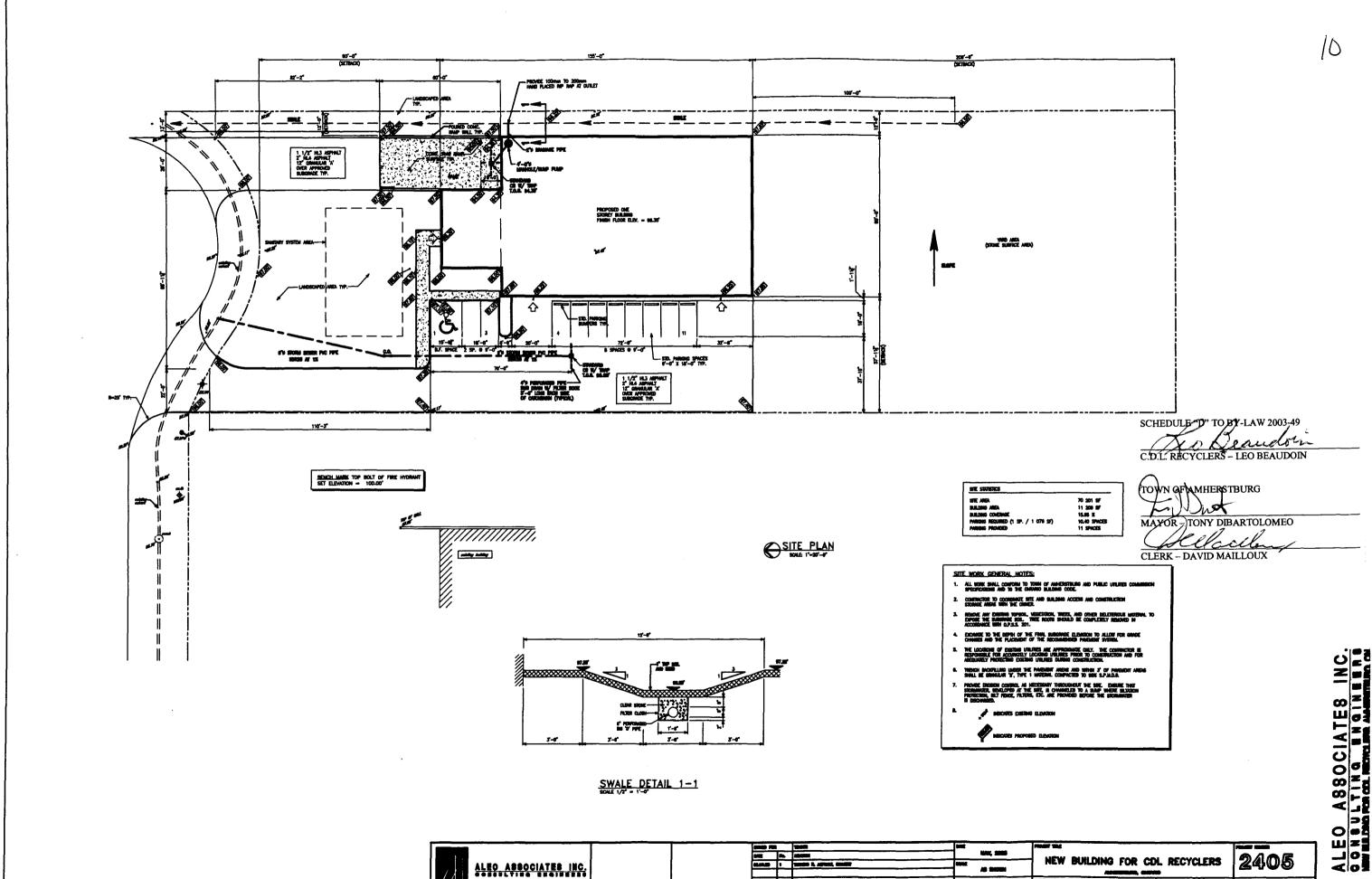


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21-30 (1) Problem Disconnection Controlled We resident

Stem By-JEAN 1 Charled B DA/CS MW 2003 Project No. .0318 A-401 05/21/03 07:55:16 AM, Printed



BO4 EME STREET EAST, WINDSOR, ONTARO, CAMADA MAA 374 TTI FPHOMF (519) 254-7826 FACSIMIE (519) 254-0805

C1-

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SITE PLAN, GENERAL NOTES & MISCELLANEOUS DETAILS

ALEO ASSOCIATES INC., CONSULTING ENGINEERS

804 ERIE STREET EAST, SLITE 100, WINDSOR, ONTARIO, NOA 374, TEL. (519)254-7926, FAX: (519)254-0895

NEW BUILDING FOR CDL RECYCLERS - AMHERSTBURG. ON ON-SITE STORM WATER DETENTION CALCULATIONS

PROJECT NAME:

NEW BUILDING FOR CDL RECYCLERS

PROJECT No .:

2405 B.D.

PREPARED BY:

May 2003

DATE: FILENAME:

2405.1 5 Year.May.2003.wb3

A. PRE-DEVELOPED SITE CONDITIONS:

0.6525 Ha 6525 sq.m = Existing Site Area = 0 sq.m: 0.0000 Ha C= 0.95 Existing Roof Area = 0.0000 Ha C = 0.90Existing Paved, Gravel & Concrete Area= 0 sq.m : 0.3598 Ha Existing Grassed Area = C = 0.203598 sq.m: 0.2927 Ha C= 0.80 2927 sq.m: Existing Stoned Area =

B. PROPOSED SITE CONDITIONS:

6525 sq.m: 0.6525 Ha Proposed Site Area = 0.1041 Ha C = 0.95Total Roof Area = 1041 sq.m: 1460 sq.m: 0.1460 Ha C= 0.90 Total Paved and Concrete Area= 0.1097 Ha C = 0.20Proposed Grassed Area = 1097 sq.m: 0.2927 Ha Stoned Area = 2927 sq.m: C = 0.80

C. RUNOFF COEFFICIENTS:

EXISTING (average):allowable

(0 * 0.95)+(0* 0.90)+(3598 * 0.20)+(2927*0.80)

Page 1 of 1

Cund = 0.47

PROPOSED(average):

(1041 * 0.95)+(1460 * 0.90)+(1097* 0.20)+(2927*0.80)

Cdev = 0.75

D. PRE-DEVELOPED (ALLOWABLE) DISCHARGE FOR 1:5 YEAR FREQUENCY STORM:

Average Runoff Coefficient, Cund =

0.47

26.0 minutes Inlet Time = 45.34 mm/hr

Intensity, i =

Where Intensity, $i = 25 * (T/60)^{-0.712}$,

for AES (1990)

Qund = 2.78 * Cund * i * A = 2.78 * 0.47 * 45.34 * 0.6525

= 38.59

L/s

E. POST-DEVELOPMENT DISCHARGE:

Average Runoff Coefficient, Cdev =

0.75 26.0 minutes

Inlet Time = Intensity, i = 45.34 mm/hr

Where Intensity, $i = 25 * (T/60)^{-0.712}$,

for AES (1990)

Qdev = 2.78 * Cdev * i * A = 2.78 * 0.75 * i * 0.6525

= 61.31

F. STORM VOLUME CALCULATIONS:

Duration (min.) t	Intensity* (mm/hr) i	Qd=2.78CiA Qd=1.36*i (L/s)	Storm Volume- (cu.m.) V1=Qdev t 60	Relief Volume** (cu.m.) V2=Qund t 60	Storage (cu.m.) V1 - V2	Max
	0.00	0.00	0.00 -	0.00	0.00	
	146.66		59.86	11.58	48.28	
10	89.53	121.81	73.08	23.15	49.93	***
15	67.08	91.26	82.14	34.73	47.41	
20	54.66	74.36	89.23	46.31	42.93	
25	46.63	63.44	95.15	57.88	37.27	
30	40.95	55.71	100.28	69.46	30.82	
35	36.70	49.92	104.84	81.04	23.80	

^{*} Where Intensity, $i = 25 *(T/60)^{-0.712}$, for AES (1990)

38.59 L/s *** Maximum volume to be stored =

49.93 m³

ALEO ASSOCIATES INC., CONSULTING ENGINEERS

MA ERIE STREET EAST, SUITE 100, WINDSOR, ONTARIO, NSA 3Y4, TEL.; (519)254-7926, FAX: (519)254-0895

G. DESIGN OF PROPOSED STORM WATER MANAGEMENT SYSTEM

*Estimated 1:5 year water surface elevation at the road side ditch = 97.00'

*Water surface in the swale = 97.00', Therefore no flow restrictor is required.

*The storm water management system will have inflow and outflow capabilities.

H. DESIGN OF PROPOSED STORM WATER RETENTION

Volume of storm water to be stored = 49.93 m³

Volume of proposed swale = $(110 \text{ m} \times 1 \text{ m} \times 0.3 \text{ m}) + (110 \text{ m} \times (1.8 \text{ m} \times 0.3 \text{ m})/2) = 63 \text{ m}^3$

Volume of proposed swale > Volume to be stored



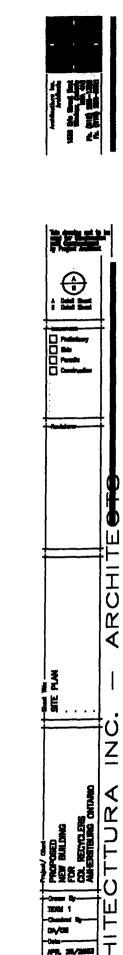
RECYCLERS - LEO BEAUDOIN

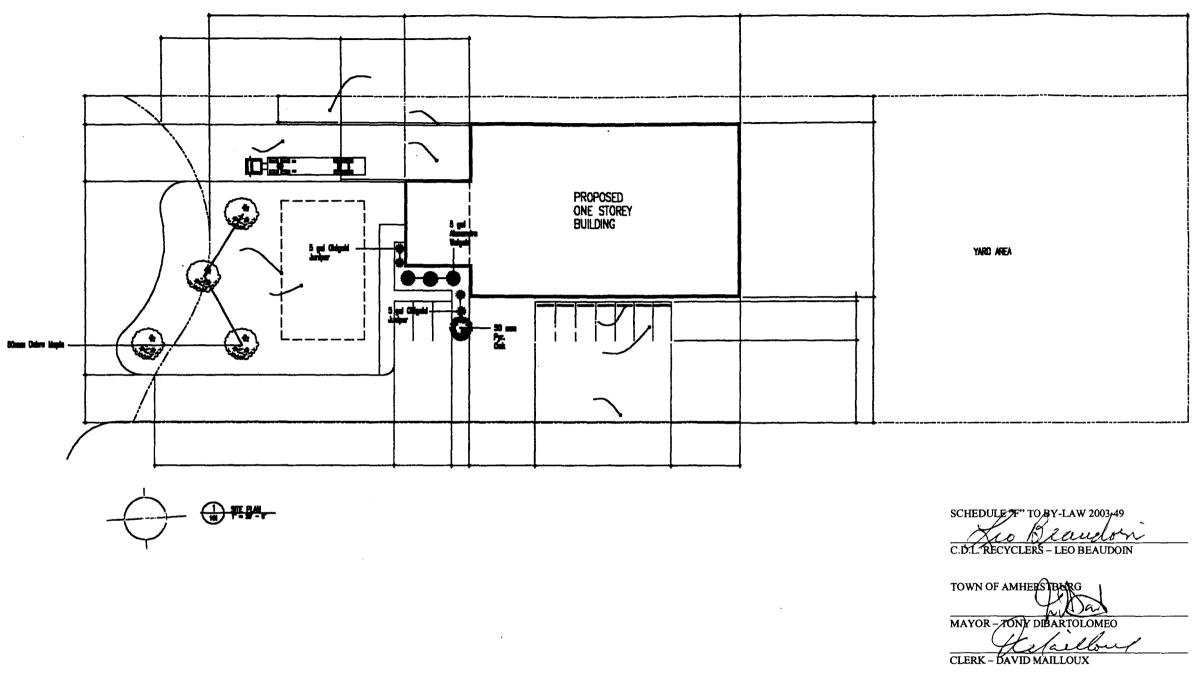
AMHERSTBURG

- TONY DIBARTOLOMEO

CLERK - DAVID MAILLOUX

^{**} Qund =





TEM 1
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-ColorAPR. 25/261
-Project No.0318
-Creating No.-