

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2007 - 74

A by-law authorizing the signing of a Development Agreement.

WHEREAS C.D.L. Recyclers Inc. has proposed the redevelopment of property at 7085 Smith Industrial Drive for purposes of a manufacturing/warehousing facility.

AND WHEREAS By-law 2006-81 provided for the execution of a Development Agreement for purposes of a warehousing/distribution centre for tires that are sent out for retreading;

AND WHEREAS the Owner now proposes to use the facility for manufacturing and warehousing;

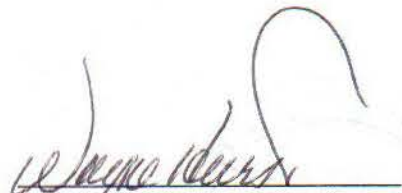
AND WHEREAS the Owner is proposing an addition to the existing structure;

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of an amending 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 By-law 2006-81 is hereby amended in accordance with the attached agreement and the Mayor and Clerk 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. That all other provisions and regulations of By-law 2006-81 will apply.
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 22nd day of October, 2007.



Mayor



Clerk

Certified to be a true copy of By-law
No. 2007- 74 passed by the Amherstburg
Municipal Council on October 22, 2007.

AMENDING DEVELOPMENT AGREEMENT

Registered _____, 2007

THIS AGREEMENT made in triplicate this 22nd day of October, 2007.

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"
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 Corporation passed By-law 2006-81 on October 23, 2006 providing for the execution of a Development Agreement for a warehousing/distribution centre establishment on the subject property;

AND WHEREAS the Owner proposes an addition to the existing structure on the said lands in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Owner now proposes to use the facility for manufacturing and warehousing;

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" – Stormwater Management Calculations

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.
 - (e) Stormwater Management Area
4. Schedule "C" hereto shows:
 - (a) Stormwater Management Calculations
5. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas and Bell Canada regarding any matters that relate to services provided by Hydro One, Union Gas and Bell Canada.
6. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and the Essex Region Conservation Authority.
7. The owner shall be responsible for consulting with and obtaining any necessary approval from the authority having jurisdiction regarding the private septic system.
8. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like 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.
9. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
10. 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.
11. 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.
12. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.

13. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedules "B" and "C" 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. The required financial security to be retained by the Corporation until the stormwater management system is completed and grassed area established. The stormwater management system to be maintained in accordance with recommendations from the Owner's Consulting Engineer and in accordance with the Corporation's maintenance standards bylaw, as amended from time to time.
14. 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.
15. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual, and, 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.
16. 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 than 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. In the event that an Owner should fail to obey a stop work order issued under Section 19 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
23. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 20 or after notice of an opinion, which Council of the Corporation determines is correct under Section 21, 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.
24. 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.
25. 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.
26. 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.

- 27. 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 427 of The Municipal Act, 2001 shall apply.
- 28. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for 50% of the value of on-site improvements exclusive of buildings and structures is required as part of the site plan agreement in addition to financial security in the amount of 100% for all off-site works required as part of this development. The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration and approval by the Town's Public Works Manager. Once the Town has inspected and approved the construction of the on-site and off-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of on-site and off-site improvements.
- 29. 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.

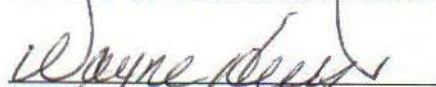
OWNER:

OWNER:

C.D.L. RECYCLERS INC.


Leo Beaudoin - President

THE CORPORATION OF THE
TOWN OF AMHERSTBURG


Mayor - Wayne Hurst

Authorized and approved by By-law
No. 2007- 74 enacted the 22nd day of
October, 2007.



Clerk - Pamela Malott

SCHEDULE "A"

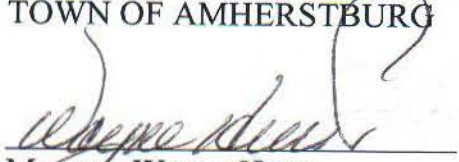
The following is a description of the land to which this instrument applies:


Part of Lot 15, Plan 12M-1237
Part of Lot 12, Concession 7, Anderdon
designated as Parts 6, 7 and 12, Plan 12R-22586
now in the Town of Amherstburg
County of Essex,
Province of Ontario

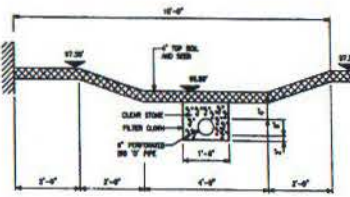
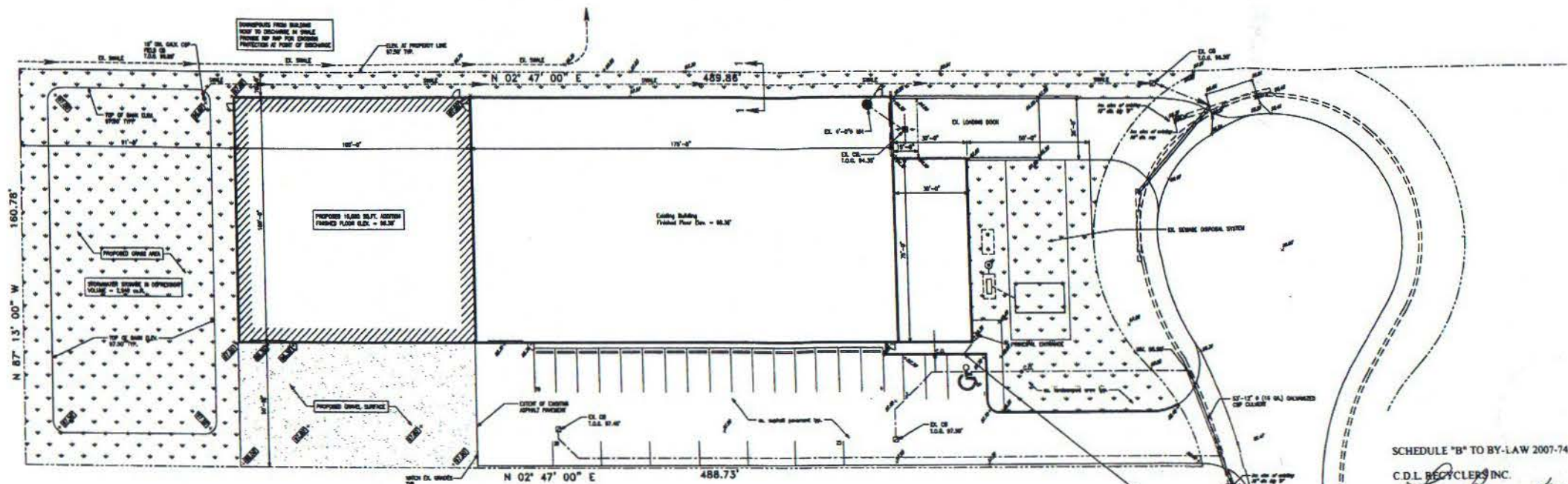
OWNER:
C.D.L. RECYCLERS INC.


Leo Beaudoin – President

THE CORPORATION OF THE
TOWN OF AMHERSTBURG


Mayor – Wayne Hurst


Clerk – Pamela Malott



BUILDING CLASSIFICATION
INDUSTRIAL OCCUPANCY
(GROUP F, DIVISION 3)
ONE STOREY,
LOW FIRE LOAD

SITE PLAN
 SCALE 1"=20'-0"

SITE STATISTICS	
SITE AREA	74 500 SF
BUILDING AREA	29 700 SF
BUILDING COVERAGE	40.0 %
PARKING REQUIRED	25 SPACES
PARKING PROVIDED	25 SPACES

SCHEDULE "B" TO BY-LAW 2007-74
 C.D.L. RECYCLERS INC.
Leo Beaudoin
 LEO BEAUDOIN, PRESIDENT
 TOWN OF AMHERSTBURG
Walter Stein
 MAYOR
Mark
 CLERK

REINFORCE TOP BOLT OF FIRE HYDRANT
 SET ELEVATION = 100.11'

- SITE WORK GENERAL NOTES:**
1. ALL WORK SHALL CONFORM TO TOWN OF AMHERSTBURG AND PUBLIC UTILITIES COMMISSION SPECIFICATIONS AND TO THE SCHEDULE BUILDING CODE.
 2. CONTRACTOR TO COORDINATE SITE AND BUILDING ACCESS AND CONSTRUCTION DURING WORK WITH THE OWNER.
 3. REMOVE ANY EXISTING TYPICAL, UTILITY, TREE, AND OTHER OBSTRUCTIONS WITHIN TO EXPOSE THE UNDERLIEING SITE. TREE ROOTS SHOULD BE COMPLETELY REMOVED IN ACCORDANCE WITH BY-LAW 2007-74.
 4. EQUIVATE TO THE TOP OF THE FINAL FINISH ELEVATION TO ALLOW FOR GRADE CHANGES AND THE PLACEMENT OF THE RECOMMENDED FINISHMENT SYSTEM.
 5. THE LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ACCURATELY LOCATING UTILITIES PRIOR TO CONSTRUCTION AND FOR ADEQUATELY PROTECTING EXISTING UTILITIES DURING CONSTRUCTION.
 6. REMOVE BROCKVILLE UNDER THE FINISHMENT AREA AND WITHIN 2' OF FINISHMENT AREA SHALL BE REMOVED BY THE 1' METER COMPACTED TO 100 S.P.A.S.S.
 7. REMOVE EXISTING CURBS, AS NECESSARY THROUGHOUT THE SITE. INCLUDE THE DIMENSIONS, LOCATED AT THE SITE, IS UNAVAILABLE TO A 1/4" SCALE SECTION (SECTIONAL SET PLAN, ETC.) ARE PROVIDED BEFORE THE CONTRACTOR IS COMMENCED.
 - 8.
- 100'* INDICATES EXISTING ELEVATION
100.11' INDICATES PROPOSED ELEVATION

ALLO ASSOCIATES INC.
 CONSULTING ENGINEERS
 304 EINE STREET EAST, WINDSOR, ONTARIO, CANADA N9A 3T4
 TELEPHONE (519) 254-7926 FACSIMILE (519) 254-0895

DATE	BY	ISSUED FOR	DATE	PROJECT #
07-18-2007	1	TOWN OF AMHERSTBURG - REVIEW		

DATE	OCT 08, 2008	PROJECT #	3348
SCALE	AS SHOWN	SHEET #	C1 of 1
DRAWN BY	J.A.S.	SHEET TITLE	BUILDING ADDITION FOR CDL RECYCLERS (2007)
APPROVED BY	2144-01-294		

ALLO ASSOCIATES INC.
 CONSULTING ENGINEERS
 BUILDING ADDITION FOR CDL RECYCLERS (2007), AMHERSTBURG, ON

PROJECT NAME: CDL
 PROJECT No.: 3348
 PREPARED BY: P.A.A.
 DATE: OCTOBER 8, 2007
 FILE NAME: 3008_1-5year_October08.2007.wb3

SCHEDULE "C" TO BY-LAW 2007-74

**BUILDING ADDITION FOR CDL RECYCLERS (2007)
 AMHERSTBURG, ONTARIO
 STORM WATER MANAGEMENT CALCULATIONS
 FOR 1:5 YEAR FREQUENCY STORM**

C.D.L. RECYCLERS INC.

LEO BEAUDOIN, PRESIDENT

TOWN OF AMHERSTBURG

MAYOR

CLERK

A. PRE-DEVELOPED SITE CONDITIONS:

Proposed Drainage Area of New Storm Water System =	74,502 sq.ft	0.6921	ha	C _{und}
Existing Roof Area =	0 sq.ft	0.0000	ha	C = 0.95
Existing Asphalt Pavement & Concrete Area =	0 sq.ft	0.0000	ha	C = 0.90
Existing Grassed Area =	74,502 sq.ft	0.6921	ha	C = 0.20

B. PROPOSED SITE CONDITIONS:

Proposed Drainage Area of New Storm Water System =	74,502 sq.ft	0.6921	ha	C _{dev}
Proposed Total Roof Area =	29,750 sq.ft	0.2764	ha	C = 0.95
Proposed Total Asphalt and Concrete Area =	14,785 sq.ft	0.1373	ha	C = 0.90
Proposed Gravel Area =	5,075 sq.ft	0.0471	ha	C = 0.50
Proposed Grassed Area =	24,892 sq.ft	0.2312	ha	C = 0.20

C. RUNOFF COEFFICIENTS:

EXISTING(allowable): $C_{und} = \frac{(0.6921 \times 0.20)}{0.6921 \text{ ha}}$

$C_{und} = 0.20$

PROPOSED: $C_{dev} = \frac{(0.2764 \text{ ha} \times 0.95) + (0.1373 \text{ ha} \times 0.90) + (0.0471 \times 0.50) + (0.2312 \times 0.20)}{0.6921 \text{ ha}}$

$C_{dev} = 0.66$

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

Average Runoff Coefficient, $C_{und} = 0.20$
 $T_c = 20.0$ minutes
 Intensity, $i = 79.4$ mm/hr

Where Intensity, $i = 125 * 25.4 / (T+20)$,
 for CITY OF WINDSOR 1:5 year frequency storm

$Q_{und} = 2.78 * C_{und} * i * A$
 $= 2.78 * 0.20 * i * 0.6921$
 $= 0.3848 * i$
 $= 30.5 \text{ L/s}$

E. POST-DEVELOPMENT DISCHARGE FOR 1:5 YEAR FREQUENCY STORM:

Average Runoff Coefficient, $C_{dev} = 0.75$
 $T_c = 20.0$ minutes
 Intensity, $i = 79.4$ mm/hr

Where Intensity, $i = 125 * 25.4 / (T+20)$,
 for CITY OF WINDSOR 1:5 year frequency storm

$Q_{dev} = 2.78 * C_{dev} * i * A$
 $= 2.78 * 0.66 * i * 0.6921$
 $= 1.270 * i$
 $= 114.5 \text{ L/s}$



F. STORM VOLUME CALCULATIONS:

Duration (min.) t	Intensity* (mm/hr) i	$Q_d=2.78CIA^{**}$ $Q_d=1.270*i$ (L/s)	Storm Volume (cu.m.) $V1=Q_d \cdot t \cdot 60$	Relief Volume*** (cu.m.) $V2=Q_{und} \cdot t \cdot 60$	Storage (cu.m.) $V1 - V2$	Max ****
0	158.75	0.00	0.00	0.00	0.00	
5	127.00	40.32	12.10	9.15	2.95	
10	105.83	67.20	40.32	18.30	22.02	
15	90.71	86.41	77.76	27.45	50.31	
20	79.38	100.81	120.97	36.60	84.37	
25	70.56	89.61	134.41	45.75	88.66	
30	63.50	80.65	145.16	54.90	90.26	****
35	57.73	73.31	153.96	64.05	89.91	
40	52.92	67.20	161.29	73.20	88.09	
45	48.85	62.03	167.49	82.35	85.14	

* Where Intensity, $i = 125 \cdot 25.4 / (T+20)$, for City of Windsor 1:5 year frequency storm

** Q_d is reduced by a factor of $(t / 60)$ for Q_d values between $t=0$ & $t=60$

*** $Q_{und} = 30.5$ L/s

**** Maximum volume to be stored = 90.3 cu.m. (3,189 ft³)

G. STORAGE CALCULATIONS:

Refer to drawing C1.

Storage is provided in the swale, sewer pipes and in depression on the grass surface at the rear of the building.

1:5 year (storage) water surface elevation = 97.50'

Storage in swale:

$Area = ((4' + 8') / 2) \times 1' = 6 \text{ ft}^2$

$V = 6 \text{ ft}^2 \times 390' = 2,340 \text{ ft}^3$

Storage in 8" Big 'O'

$V = 0.352 \text{ ft}^2 \times 390 \text{ ft} = 140 \text{ ft}^3$

Storage in depression on grass surface:

$V = ((0.60 \text{ ft} + 140 \text{ ft}) / 2) \times 70' = 2,940 \text{ ft}^3$

Storage in 6" PVC storm pipe

$V = 0.196 \text{ ft}^2 \times 400 \text{ ft} = 80 \text{ ft}^3$

Volume of storage provided is 5,500 ft³ > max. volume to be stored is 3,189 ft³

H. DESIGN OF PROPOSED STORMWATER MANAGEMENT SYSTEM:

1:5 year (storage) water surface elev. on site = 97.50'

Estimated 1:5 year water surface elevation in the ex. road side ditch = 97.50'

The 1:5 year (storage) water surface elev. of the site is less or equal to the 1:5 year water surface elev. in the ex. ditch, therefore storage will occur.

Therefore a flow restrictor is not required.