

Municipality of Chatham-Kent

Community Development

Planning Services

To: Mayor and Members of Council

From: Marsha Coyne, Senior Planner
Planning Services

Date: December 12, 2017

Subject: Application for Site Plan Control For AutoLiv Canada Inc.
20 AutoLiv Drive, Community of Tilbury

Recommendation

It is recommended that:

1. Site Plan Control application File D-11 TI/22/17/A, to permit the construction of a 3,326 sq. m (35,796 sq. ft.) addition to an existing industrial plant, located at 20 AutoLiv Drive, Community of Tilbury, as shown on the site plan drawing, prepared by Rosati Construction Inc., and dated December 12, 2017, be approved, subject to the following condition:
 - a) that the site plan agreement attached as Appendix C, be executed.

Background

The subject property is located on AutoLiv Drive, a private road off Mill Street West, in the Community of Tilbury. The lands are approximately 14.1 ha (35 ac.) in area and contain an existing industrial plant used for manufacturing air bags for the auto industry. The subject property is zoned General Industrial (M1) and designated Employment Area in the Chatham-Kent Official Plan.

Prior Application Concerning Subject Lands

The subject property received site plan approval in 1999 to permit the construction of an 8,100 sq. m (87,185 sq. ft.) industrial building.

To date two (2) site plan amendments have been approved one in 2004 to permit the construction of a 6,806 sq. m (73,258 sq. ft.) addition to the existing industrial building, and the other in 2017 to permit the construction of a 353 sq. m (3,800 sq. ft.) Heating,

Ventilation and Air Conditioning support structure.

Under the current Site Plan Control By-law No. 148-2016, the proposal was not considered minor and a new site plan approval and agreement is required.

The surrounding area contains a mix of general industrial, agricultural and legal non-conforming residential uses. A key map showing the location of the subject property is attached as Appendix A. The site plan is attached as Appendix B.

Comments

Official Plan and Zoning By-law

The property is designated as Employment Area by the Chatham-Kent Official Plan. The Zoning By-law implements the policies of the Official Plan. The proposed uses meet the current zoning and an amendment to the Zoning By-law is not required.

Site Plan

The addition to the existing industrial plant at the subject property includes a new 3,019 sq. m (32,496 sq. ft.) building used to house weaving machines, a new 307 sq. m (3,300 sq. ft.) mezzanine and four (4) new loading bays. The existing on-site parking is adequate to meet the requirements of the proposed addition.

The proposed site plan control application has been reviewed in the context of the Provincial Policy Statement, the Chatham-Kent Official Plan and Zoning By-law and complies with these documents. Therefore, the application is being recommended for approval subject to the condition noted in the Recommendation of this report.

Areas of Strategic Focus and Critical Success Factors

The recommendations in this report support the following areas of strategic focus:

- Economic Prosperity:
Chatham-Kent is an innovative and thriving community with a diversified economy
- A Healthy and Safe Community:
Chatham-Kent is a healthy and safe community with sustainable population growth
- People and Culture:
Chatham-Kent is recognized as a culturally vibrant, dynamic, and creative community

- Environmental Sustainability:
Chatham-Kent is a community that is environmentally sustainable and promotes stewardship of our natural resources

The recommendations in this report support the following critical success factors:

- Financial Sustainability:
The Corporation of the Municipality of Chatham-Kent is financially sustainable
- Open, Transparent and Effective Governance:
The Corporation of the Municipality of Chatham-Kent is open, transparent and effectively governed with efficient and bold, visionary leadership
- Has the potential to support all areas of strategic focus & critical success factors
- Neutral issues (does not support negatively or positively)

Consultation

Technical Advisory Committee

The Technical Advisory Committee supports the application.

Infrastructure and Engineering Services

The Developer is required to prepare and submit a Stormwater Management Plan acceptable to the Corporation and the Ministry of Environment and Climate Change (MOECC).

Financial Implications

There are no financial implications resulting from this recommendation.

Prepared by:



Marsha Coyne, MCIP, RPP
Senior Planner, Planning Services

Reviewed by:

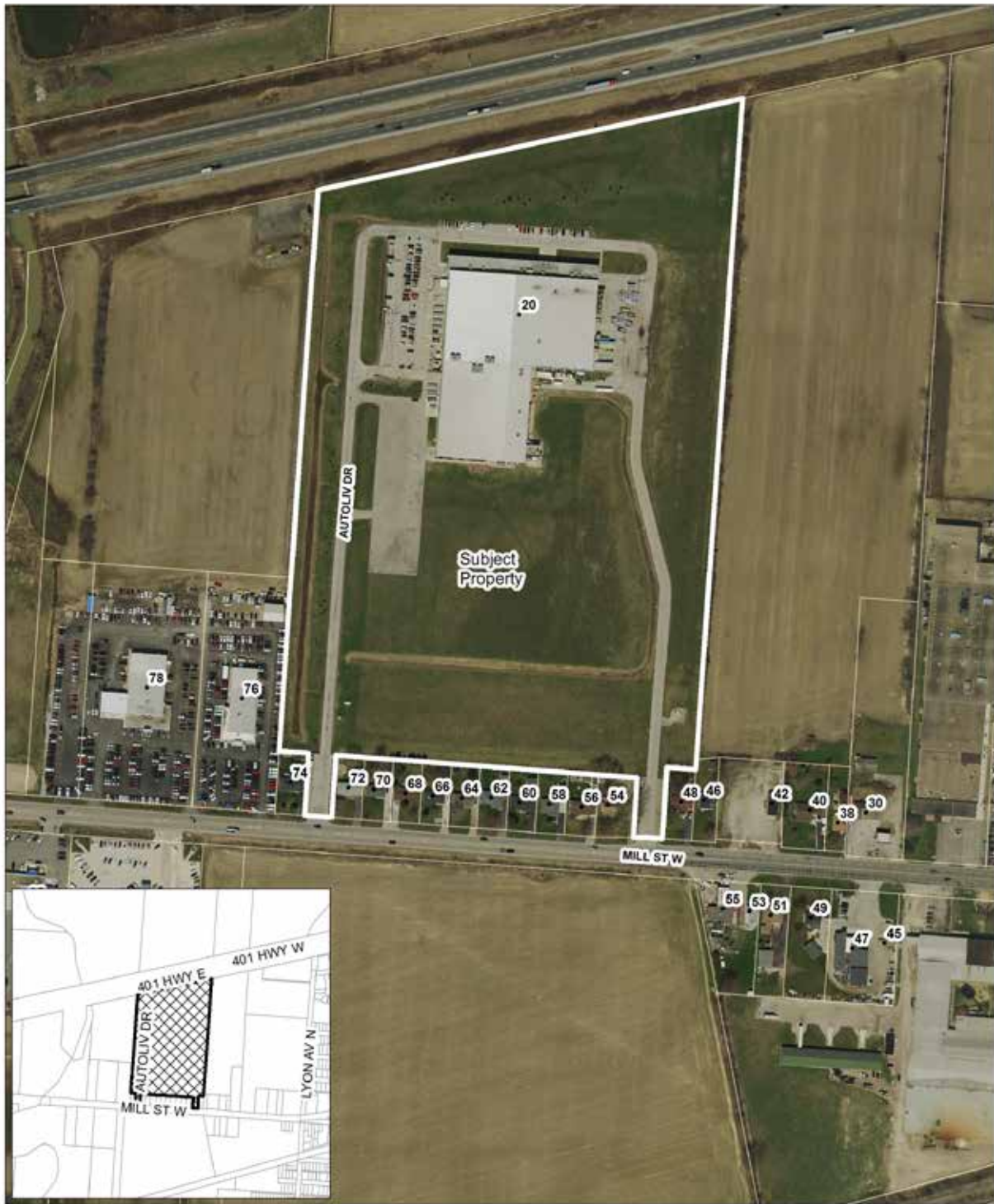


Bruce McAllister, MCIP, RPP
Director, Planning Services

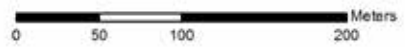
Attachments: Appendix A – Key Map
Appendix B – Site Plan
Appendix C – Site Plan Agreement

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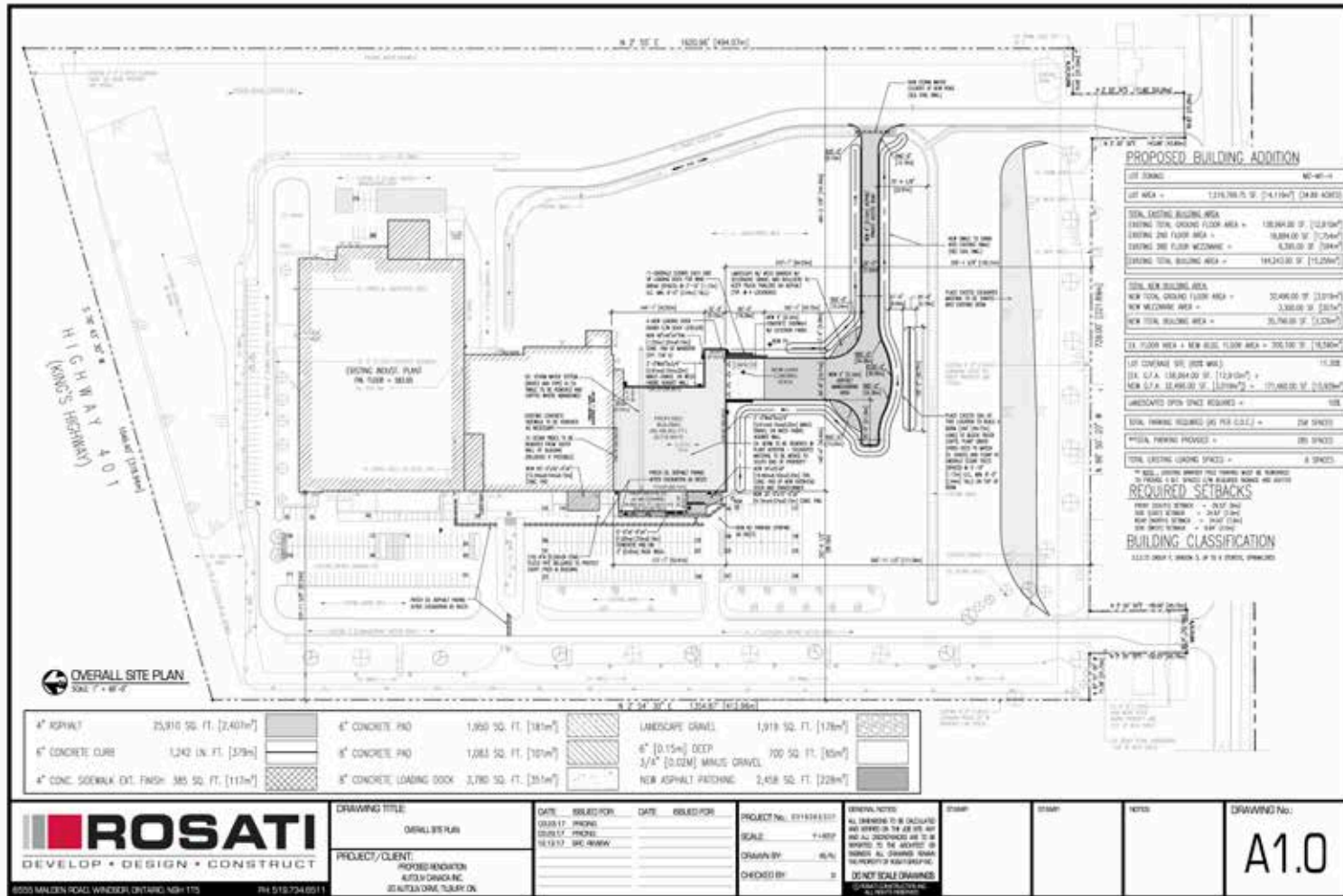
Appendix A – Key Map



This is not a plan of survey.
INCLUDES MATERIAL © (2015) OF THE QUEEN'S PRIORITY FOR ONTARIO. ALL RIGHTS RESERVED.



Appendix B – Site Plan



Appendix C – Site Plan Agreement

THIS AGREEMENT made this ___ day of _____, 20__

BETWEEN:

AUTOLIV CANADA INC.
hereinafter called the “Developer”

and

THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT
hereinafter called the “Corporation”
hereinafter collectively called the “Parties”

WHEREAS the Corporation has enacted By-law Number 148-2016 designating the Lands described in Schedule “A”, hereto attached, (hereinafter referred to as “the Lands”) as a Site Plan Control Area pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended.

AND WHEREAS the Developer is the owner of the Lands and has submitted plans showing the location of all structures to be erected on the Lands and proposes to construct a 3,326 sq. m (35,796 sq. ft.) addition to the existing industrial plant.

AND WHEREAS Council of the Corporation has approved the plans and/or drawings constituting a site plan submitted by the Developer and has required provisions for certain matters in accordance with the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which approval is to be evidenced by the authorization and execution of this Agreement.

AND WHEREAS the Corporation has approved the site plan prepared by Rosati Construction Inc. and dated December 12, 2017, attached as Schedule “C” to this Agreement.

AND WHEREAS the site plan will be filed and indexed with the Corporation and the term “Site Plan” or the “Plan” referred to in this Agreement will be the site plan and/or plan and/or drawings dated December 12, 2017.

AND WHEREAS a copy of the Site Plan will be provided upon written request to the Director of Planning Services for the Corporation.

WITNESSETH that in consideration of the covenants and agreements hereinafter contained and the sum of ten dollars (\$10.00) now paid by each of the Parties to the other, the receipt and sufficiency whereof are acknowledged by both Parties, the Parties agree as follows:

1. The above recitals are hereby incorporated into and form a part of this Agreement.
2. The Developer shall construct, install and maintain surface improvements of the parking areas, walkways, sidewalks, and driveways or other means of pedestrian access upon the Lands in accordance with the details shown in the Plan. The surface improvements referred to herein shall include asphalt or concrete surfacing of all parking areas, walkways, sidewalks and driveways.
3. The Developer shall be responsible for the construction and maintenance of the grading and drainage, fencing, lighting, signage, landscaping and buffering, vaults and collection areas for the storage of garbage and other waste material, facilities designed to have regard for accessibility for persons with disabilities, and other facilities as shown on the Plan, along with any necessary service connections, at the Developer's expense.
4. Any access, installation, relocation or redesign including curb cuts, curb restoration and sidewalk restoration is undertaken at the Developer's expense and designed to OBS standards to the satisfaction of the Corporation.
5. All parking spaces perpendicular to the proposed building be designed to the satisfaction of the Corporation to prevent vehicles from impacting the side of the building.
6. The Developer prepare and submit a storm water management plan acceptable to the Corporation, including Ministry of Environment & Climate Change (MOECC) approval.
7. All on-site works, as shown on the Site Plan, shall be completed to the satisfaction of the Corporation, prior to occupancy, or the Developer shall submit securities equal to the cost of the uncompleted on-site works to the Corporation. The Corporation agrees to release the

securities deposited on satisfactory completion of the works described in paragraphs 2 to 7, above.

8. The Developer shall be responsible for the construction or installation of any works and facilities on public lands that are shown on the Plan, subject to the satisfaction of the Corporation. These works may include, but are not limited to, curbs, sidewalks, driveways, roads, drainage facilities, traffic signage and fire hydrants.
9. All works and facilities on lands owned by the Corporation as referred to in paragraph 8 above shall be completed to the satisfaction of the Corporation, and the Developer shall provide securities equal to the value of such facilities and works to the Corporation prior to the issuance of a building permit. The Corporation agrees to release the securities upon satisfactory completion of the works referred to in paragraph 8 above.
10. The Developer agrees that no construction shall take place on the Lands except in accordance with the Plans hereto attached or to be provided by the Developer to the Corporation pursuant to paragraphs 2 to 9 above.

CONVEYANCES

11. The Developer shall convey all lands and easements, gratuitously and free of encumbrances, required by the Corporation for the construction, maintenance or improvement of watercourses, ditches, land drainage works, sanitary sewage facilities, roads or other public utilities of the Corporation or local board thereof. The lands and/or easements are set forth in Schedule "B" hereto, and the Developer agrees to convey such further lands or easements as the Corporation may determine are needed. All such land and easement conveyances shall be at the Developer's sole expense.

PLAN APPROVAL

12. The Corporation does hereby approve the Plan and the location of all facilities and work in conjunction therewith to be provided as more particularly herein set forth.

Notwithstanding the foregoing, the following shall be used in interpreting compliance or noncompliance with the terms of this Agreement:

DIMENSIONS

- (i) Indicated dimensions on any map or drawing attached to this Agreement may be increased by a factor of 0.02 or by 0.05 metres, whichever is greater.

BUILDING DETAIL

- (ii) Whether or not the following features are illustrated on any map or drawing attached to this Agreement, nothing shall prohibit the erection or installation of the following in compliance with the Zoning By-law:
 - a) Horizontal projections including cornices, eaves, belt courses, awnings, canopies, sills, bays, fire hose connections and similar building, architectural or safety features which do not project more than 0.5 metres away from the maximum permitted building envelope shown on an attached Site Plan.
 - b) Vertical projections not illustrated on attached building elevations including firewalls, mechanical appurtenances (ventilators, air condition units, aerials), skylights, and chimneys.
 - c) Building openings not shown on attached building elevations which are required by the Ontario Building Code or are necessary mechanical or venting appurtenances including fire exits, vents, air conditioning sleeves, exhaust fans.

FREESTANDING STRUCTURES

- (iii) Unless otherwise specified in this Agreement, nothing in this Agreement shall prohibit the erection, installation or location of lamp standards, utility vaults, traffic direction and fire route signs.

MINOR ALTERATIONS

- (iv) The following modifications may be made to attached Site Plans by the Director of Planning Services in consultation with the Chief Building Official by means of a signature and date on an application form for that purpose, which is attached to a revised plan or drawing provided that the amendment or alteration can meet the following tests:
 - a) the amendment does not significantly alter:
 - i. the location, size or height of any buildings and structures;
 - ii. the design and appearance of the development; or
 - iii. the location or function of any works required under Subsection (7) (a) of Section 41 of the Act;
 - b) there is no amendment to the Site Plan agreement;
 - c) there is no amendment to any conditions of the Site Plan approval; and
 - d) there is no change in the level of municipal servicing required by the development.
- (v) Modifications which may be made include:
 - a) Minor alteration of the parking and access areas including the addition, deletion or relocation of parking spaces, sidewalks and landscape islands provided that such alterations are in accordance with the Corporation's Zoning By-laws.
 - b) Amendments to the building area including slight relocation and minor changes to the dimensions of buildings and structures.
 - c) Amendments to a fence requirement to specify a solid wood or privacy fence when the requirement was for a chain link fence or to change the height of the fence to conform to By-law requirement.
 - d) Addition of fencing at request of the Developer.
 - e) Any other modification that the Director of Planning Services deems to meet the tests for minor alterations prescribed in section (iv).

GENERAL CONDITIONS

13. The Developer shall provide to the Corporation a general comprehensive liability insurance policy (Certificate of Insurance) in the amount of \$2 million in a form satisfactory to the Corporation on or prior to execution of this Agreement. The policy shall include the Corporation as additional insured and shall be maintained in full force and effect until the public works have been assumed by the Corporation.

14. The Developer shall indemnify the Corporation from any loss arising from claims or damages, injury or otherwise in connection with the work done by or on behalf of the Developer.

(i) If any notice is required to be given by the Corporation to the Developer with respect to this Agreement, such notice shall be mailed, delivered or emailed to:

Attention: AutoLiv Canada Inc.
20 AutoLiv Drive, Box 1090
Tilbury ON N0P 2L0

Any such notice mailed, delivered or emailed shall be deemed good and sufficient notice under the terms of this Agreement.

(ii) If any notice is required to be given by the Developer to the Corporation with respect to this Agreement, such notice shall be mailed, delivered or emailed to:

Attention: Director of Planning Services
315 King Street West, Box 640
Chatham ON N7M 5K8
Ckplanning@chatham-kent.ca

Any such notice mailed, delivered or emailed shall be deemed good and sufficient notice under the terms of this Agreement.

15. Nothing in this Agreement shall relieve the Developer from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.
16. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, the Corporation may, at its sole option and on 30 (thirty) days' notice to the Developer, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Developer pursuant to this Agreement shall be in the sole discretion of the Corporation, but under no circumstances will interest be paid on any refund.
17. The failure of the Corporation at any time to require performance by the Developer of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Corporation of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Corporation shall specifically retain its rights at law to enforce this Agreement.
18. The Developer shall maintain the facilities and work to be constructed by it pursuant to paragraphs 2 to 9 inclusive hereof at its sole risk and expense and to the satisfaction of the Corporation, and in default thereof, the provisions of Section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, shall apply.
19. To the extent that the burden of the covenants herein contained on the part of the Developer may run with and be binding upon the Lands, the Developer and the Corporation do respectively covenant and agree with each other, and on behalf their respective successors and assigns, that the Developer's successors in title from time to time of the Lands will observe and comply with the provisions of this Agreement and that such provisions will run with and be binding on the Lands.
20. The Developer warrants that it is the legal and beneficial owner of the Lands and that there is no other person who is required to consent to this Agreement, or its registration of this Agreement on title Lands.

21. Every obligation imposed by this Agreement shall be deemed to have been accepted by way of covenant and Agreement notwithstanding that those words have not been used.
22. If any term, covenant or condition of the Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid or be enforced to the full extent permitted by law.
23. The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s. 41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
24. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
25. The Developer consents to the Director of Planning Services, the Chief Building Official, or any other person the Director of Planning Services authorizes, entering on the Lands to inspect the Lands for compliance with the Agreement, applicable By-laws and the Plan. Nothing in this provision authorizes the entry to any building. The right of entry described in this paragraph is in addition to any statutory rights of entry the Corporation may otherwise have.
26. The Developer agrees to the registration of this Agreement on title of the Lands and irrevocably directs the Corporation's solicitor to register the document on behalf of both parties.
27. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement duly attested by the hands of their proper signing officers on that behalf.

SIGNED, SEALED AND DELIVERED

) **AUTOLIV CANADA INC.**
)
)
)
)
)
) _____
) William Campbell – Chief Financial Officer
)
) I have authority to bind the Corporation
)
)
)
)
)
) **THE CORPORATION OF THE MUNICIPALITY OF**
) **CHATHAM-KENT**
)
)
)
)
)
) _____
) Bruce McAllister – Director of Planning Services
)
) I have authority to bind the Corporation

Schedule "A"

The Lands

Lot 9, Plan 792, designated as Parts 1, 2, 3 Plan 24R6276 Subject to Easement as in LT 46513 over Part 1, Plan 24R6952 in favour of the Corporation of the Municipality of Chatham-Kent; s/t easement in gross over Part 1, Plan 24R7658 as in LT52910; Chatham-Kent.

Schedule "B"

Easement and Land Conveyances

N/A

Schedule "C"

Site Plan

