



Westfield City Council Report

Ordinance Number:	13-03
APC Petition Number:	1301-PUD-01
Petitioner:	KRG Bridgewater, LLC
Requested Action:	An amendment to the Bridgewater PUD to allow an auto service center within the Bridgewater Marketplace of the Bridgewater PUD.
Current Zoning District:	Bridgewater PUD
Referral Date to APC:	December 10, 2012
APC Public Hearing:	January 22, 2013
APC Recommendation:	February 4, 2013
Adoption Consideration:	February 11, 2013
Exhibits:	<ol style="list-style-type: none">1. Staff Report2. APC Certification3. Additional Supporting Information, 01/31/134. Site Plan and Landscaping Plan, 02/01/13
Prepared By:	Kevin M. Todd, AICP

Petition History

This petition was introduced at the December 10, 2012 City Council meeting and received a public hearing at the January 22, 2013 Advisory Plan Commission (the "APC") meeting. The item received a favorable recommendation for approval at the February 4, 2013 APC meeting.

Procedural

- Amendments to an existing PUD District are required to be considered at a public hearing, in accordance with Ind. Code 36-7-4-1505.
- The Advisory Plan Commission held a public hearing on January 22, 2013 and issued a favorable recommendation (8-0) to the City Council in support of the proposed rezone request at its February 4, 2013 meeting.
- Notification of the January 22, 2013 public hearing was provided in accordance with the APC Rules of Procedure.
- The Westfield City Council may take action on this item at its February 11, 2013 meeting.

Project Overview

Project Location

The subject property is approximately 0.83 acre in size and is located within the Bridgewater Marketplace commercial center in the Bridgewater PUD (the "Property").

Project Description

The proposal is to allow "Automotive Service Center without fuel sales" (the "Use") on the Property, while preserving the right to locate an automotive service center with fuel sales elsewhere within the commercial area (Area Y) of the Bridgewater PUD (the "Proposal"). The full proposal can be found in Exhibit "A" of the proposed PUD amendment, but in summary, the Proposal:

1. Prohibits the sale of gasoline;
2. Restricts the number of bays;
3. Restricts the bay orientation;
4. Establishes business hours;
5. Prohibits overnight outdoor storage of vehicles;
6. Does not allow major mechanical service, body work, or major tire work;
7. Commits to building and maintaining the building (exterior and interior) as depicted in the amendment; and,
8. Establishes environmental protection measures.

The petitioner has submitted additional materials regarding environmental, safety, noise, and traffic generation concerns (see Exhibit 3). Also, the submitted landscaping plan (see Exhibit 4) indicates enhanced landscaping on the western portion of the Property.

Statutory Considerations

Indiana Code 36-7-4-603 states that reasonable regard shall be paid to:

1. The Comprehensive Plan.

The Future Land Use Concept Map in the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan") identifies the Bridgewater Marketplace center as "Local Commercial". The Proposal is for a service use, and service uses are contemplated as appropriate uses within "Local Commercial" areas.

2. Current conditions and the character of current structures and uses.

The Property is vacant, but is platted for commercial development.

3. The most desirable use for which the land is adapted.

The Comprehensive Plan, which establishes desirable land use policies for future growth, identifies that local commercial development is appropriate in this area of the community. The Proposal is for a service use, which is identified in the Comprehensive Plan as an appropriate land use in “Local Commercial” areas.

4. The conservation of property values throughout the jurisdiction.

It is anticipated that the proposed use would have a neutral or positive impact on surrounding property values and throughout the jurisdiction.

5. Responsible growth and development.

The Property is contiguous to other developed areas, and the improvement of the Property would be consistent with the principle of contiguous growth. City services such as water, sewer, and emergency services already exist on the Property and are adequate to serve future development of the Property.

Recommendations/Actions

- Economic and Community Development Department [February 4, 2013]
The Westfield Economic and Community Development Staff reported to the APC that the proposed Bridgewater PUD amendment is in good form. Staff recommended that the proposal be forwarded to the City Council with a favorable recommendation.

- Advisory Plan Commission [February 4, 2013]
The Westfield-Washington Advisory Plan Commission has forwarded a favorable recommendation to the City Council (Vote of: 8-0).

- City Council
 - Introduction: [December 10, 2012]
 - Eligible for Adoption: [February 11, 2013]

Submitted by: Kevin M. Todd, AICP, *Senior Planner*

Exhibit 2

**WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION**

The Westfield-Washington Advisory Plan Commission held a public hearing on Tuesday, January 22, 2013, to consider an amendment to the Bridgewater PUD ordinance. Notice of the public hearing was advertised and noticed and presented to the Advisory Plan Commission. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposal is as follows:

Case No.	1301-PUD-01
Petitioner	KRG Bridgewater, LLC
Description	An amendment to the Bridgewater PUD to allow an auto service center within the Bridgewater marketplace of the Bridgewater PUD.

On February 4, 2013, a motion was made and unanimously passed to send a favorable recommendation to the City Council to approve 1205-PUD-05.

The above-mentioned proposal and the Advisory Plan Commission's recommendation thereof are hereby certified.



Matthew S. Skelton, Secretary

February 5, 2013

Date

Exhibit 3



Christian Brothers

A U T O M O T I V E

December 14, 2012

City of Westfield

To Whom It May Concern:

Christian Brothers Automotive does not offer body work as a service, nor are we a major automotive component rebuilding facility. We are not a tire dealer or wholesaler and do not store tires at our facility.

As a repair facility, we do require solvents and fluids; but have chosen to minimize on-site storage facilities depending on outsourced suppliers and daily/monthly deliveries. The minimal stored materials are shelved on solid shelving metal racks or held in tanks or drums.

Below is a list of stored materials, quantities, storage method and ceiling height:

SHOP

<u>Commodity</u>	<u>Quantity</u>	<u>Storage Height</u>	<u>Storage Method</u>
New Oil	Max. 250 gal	14 ft	sealed tank
Waste Oil	Max 200 gal	14 ft	sealed tank
Trans Fluid	Max 55 gal	14 ft	metal/plastic drum
Coolant	Max 55 gal	14 ft	metal/plastic drum
Used Coolant	Max 55 gal	14 ft	metal/plastic drum
Cleaning Solution	3 gallons (mixed)	14 ft	metal rack
Batteries	10	14 ft	metal rack

PARTS ROOM

<u>Commodity</u>	<u>Quantity</u>	<u>Storage Height</u>	<u>Storage Method</u>
Assorted Aerosol			
Lubricants	3 cases	9 ft	metal rack
R134A Refrigerant	one 30 lb cyl	9 ft	metal rack
Brake Fluid	one gal	9 ft	metal rack

Signature

Date

1/31/13

Jonathan Wakefield
New Store Development Director
Christian Brothers Automotive Corporation

Nice difference.

15995 N. BARKERS LANDING RD., SUITE 145, HOUSTON, TX 77079 • 281.870.8900 • CHRISTIANBROTHERSAUTO.COM

RHINO TUFF TANKS



RHINO TUFF



**STACKABLE TANKS
CONTAINMENT VESSELS
STANDS
ACCESSORIES**

INDUSTRY APPLICATIONS:

Eliminate the hassle of handling messy 55 gallon drums or bulky steel tanks in your liquid storage area. Rhino Tuff Tanks systems will help transform your area into a cleaner, more efficient work space by allowing multiple fluids to be stacked vertically!

Examples of specific uses for Rhino Tuff Tanks include, but are not limited to:

Automotive:	Farm/Ranch/Agricultural:	Chemical:	Industrial:
<ul style="list-style-type: none">• Antifreeze• Lubricants,• Transmission Fluids• Washer Fluids	<ul style="list-style-type: none">• Chemicals,• Herbicides,• Liquid Feed,• Pesticides,• Potable/Non-Potable Water	<ul style="list-style-type: none">• Adhesives• Detergents• Dyes• Syrups• Other Food Grade Liquids	<ul style="list-style-type: none">• Cutting Fluids• Degreasers• Detergents• Hydraulic Fluids• Lubricants

Rhino Tuff Tanks are constructed from Virgin High Density Polyethylene (HDPE) for optimum surface clarity, UV stabilization, and superior environmental stress crack resistance (ESCR). They are designed for use with polyethylene tolerant fluids and accessories.

Rhino Tuff Tanks comply with the standard requirements set forth by NFPA 30, ASTM, ICC, OSHA, and DOT when used to store Class IIIB liquids (defined as liquids with a flash point higher than 2000 Fahrenheit). In accordance with the 2008 Edition NFPA 30 Code: 9.4.2; 9.4.3; 9.6.1; 9.6.2.1; 9.13.4; 12.3.7; 12.6.2.2; 12.8.1; 16.5.2.(2-8); 21.3. Please contact Rhino Tuff Tanks, LLC for further certification information.

NFPA 30; 21.4.1.2(4) requires that storage of Class IIIB liquids inside a building must be protected by an approved automatic fire extinguishing system (2 Hour fire rating; automatic sprinkler system) NFPA 30; 21.4.1.2(3) states that Class IIIB liquids are not permitted to be stored adjacent to Class I or Class II liquids.

Resins used in the construction of Rhino Tuff Tanks are listed with the NSF as meeting the NSF 51 requirements and meet or exceed specifications contained in FDA Regulation 21CFR 177.1520 (2) 3.1 and may be used as an article or as a component of articles for use in contact with food, subject to any limitations of the regulations.

Any use of Rhino Tuff Tanks with incompatible fluids, sealants, hoses, fittings, valves or any other incompatible accessories may cause a tank failure and will immediately void any and all manufacturer's warranty associated with the product(s) supplied by Rhino Tuff Tanks, LLC.



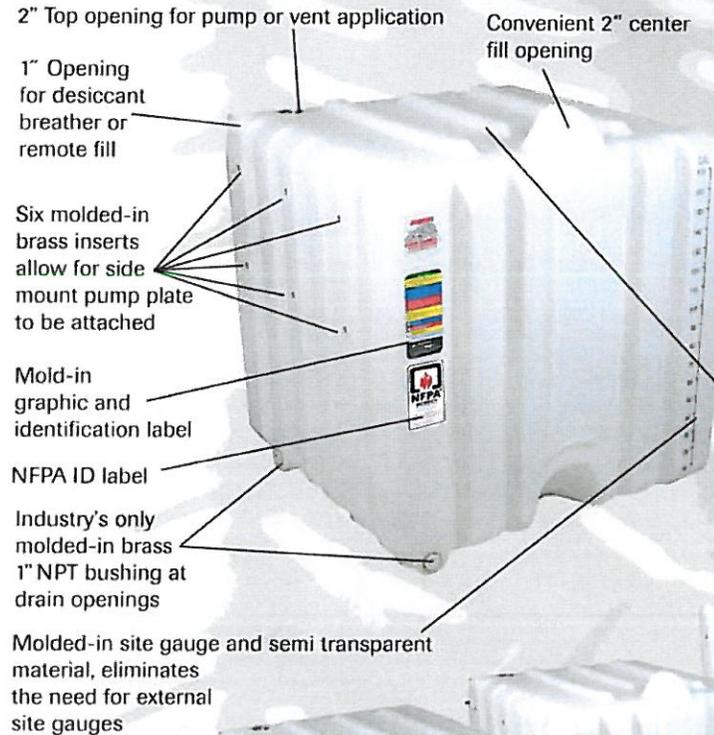
**Rhino Tuff Tanks, 411 West Congress St., Maple Lake, MN 55358
877-RU-TUFF-2 (877.788.8332) www.rhinotufftanks.com**

ADVANCED STORAGE & DISPENSING SYSTEMS FOR MULTIPLE INDUSTRIES

Our Space-Saving Fluid Systems are Simple, Dependable, Versatile, Smarter & Stronger! All tank sizes can be stacked with each other, in any combination, without requiring any converting brackets. Rhino Tuff Tanks have been tested by a third party testing laboratory for dynamic compression, internal pressure, and stack test evaluations. Tanks are designed to be placed on our factory designed HD Universal Tank Stand or flat surface.

FEATURES

- **Natural virgin high density polyethylene construction** (Exceptional stiffness without compromising physical properties)
- **Stackable in any combo - No converting brackets needed** (Space saving design allows individual uncaged tank sizes to be stacked in any combo. Eliminates hassles of handling 55 gallon drums)
- **Convenient center fill**
- **See your exact fluid levels**
- **Standard 3' X 3' footprint among all sizes**



Interlocking top and bottom ridges for secure stacking



RTT-1110
80 Gallons
36" L x 36" W x 18" H
35 lbs.

RTT-1210
120 Gallons
36" L x 36" W x 27" H
50 lbs.

RTT-1310
180 Gallons
36" L x 36" W x 39" H
95 lbs.

RTT-1410
240 Gallons
36" L x 36" W x 49" H
150 lbs.

RTT-1505
325 Gallons
36" L x 36" W x 66" H
300 lbs.

Turn Your RTT Into A Gravity Feed System Utilizing Our Available Packages



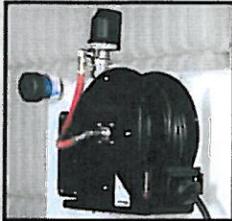
Our 2-tank, 3-tank and 4-tank gravity feed packages have everything you need. Fittings, Tubing, Hose Clamps and Thread Sealant are boxed and ready to go!

Note: Valves Sold Separately

GRAVITY PACKAGES	MODEL #	# TANKS	POLY 1" ELBOW	POLY 1" STRAIGHT	1" BRAIDED TUBING	HOSE CLAMPS	TUBE THREAD SEALANT	ELBOW KIT (Stand)
	RTT-4092	2	1	1	4 LFT	2	1	1
RTT-4093	3	2	2	9 LFT	4	1	2	
RTT-4094	4	3	3	12 LF	6	1	3	

Turn Your RTT into a Pump System Utilizing Our Available Packages

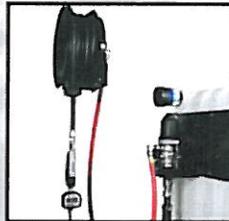
Pump systems provide versatile options for clean convenient and accurate dispensing from the tank, directly to your equipment.



RTT-1101 Top Mount



RTT-1202 Side Mount



RTT-1303 * Wall Mount

* 1" X 6' Pump Inlet Hose / 1/2" X 6' Hydraulic Hose / Brass Ball Valve

Packages Include These Following Accessories:

- 1/4" Air Filter regulator
- Hose Reel & 50' Hose
- Electronic NON-PRESET Meter Dispensing Nozzle
- Side Mount Plate w/Hardware
- Universal Reel Bracket
- Stubby Pump & Reel Brackets
- Desiccant Air Breather



Note: RTT-1101 & RTT-1202 are assembled

RTT Offers 6 Caged Tank Options



Cage Packages include: Tank, Stand Base (no legs), and Cage. Cages increase structural support & security

CAGED PACKAGES	MODEL #	CAPACITY	DIMENSIONS	WEIGHT
	RTT-1415	240 Gallons	36"L x 36"W x 50"H	270 lbs
	RTT-1505	325 Gallons	36"L x 36"W x 66"H	300 lbs
	RTT-1485	80/240 Gallons	36"L x 36"W x 68"H	300 lbs
	RTT-1425	120/240 Gallons	36"L x 36"W x 77"H	320 lbs
	RTT-1435	180/240 Gallons	36"L x 36"W x 89"H	375 lbs
	RTT-1585	80/325 Gallons	36"L x 36"W x 84"H	350 lbs

- * Additional caged options available upon request.
- * Shown Left: RTT-1425

Containment Vessels

Our vessels are rotationally molded HDPE with vertical rib reinforcement for superior strength and impact resistance



RTT-4040



RTT-4041



DRIP TRAYS	MODEL #	CAPACITY	DIMENSIONS	WEIGHT	
	RTT-4040	203 Gallons	52"W x 58"L x 20"D	38 lbs	Contains RTT gravity feed or pump systems where largest tank holds up to 180 gallons; features molded-in drip tray area with full screen.
	RTT-4041	360 Gallons	42"W x 42"L x 42"D	100 lbs	Contains RTT pump systems where largest tank holds up to 320 gallons; features a molded flat area for product identification label and logo.

COMPLETE GRAVITY FEED SYSTEMS

Now you can order your complete system with one convenient part number!

SYSTEM COMPONENTS INCLUDE: Stackable Tanks, Stand with 24" Legs, Drip Tray Kit, Brass Spring Valves, and all Gravity Feed Accessories. Please refer to our website, www.rhinotufftanks.com, for a detailed parts list.



RTT-6330
80/80 Complete Gravity System
36" x 36" W x 65" H



RTT-6333
80/80/80 Complete Gravity System
36" L x 36" W x 83" H



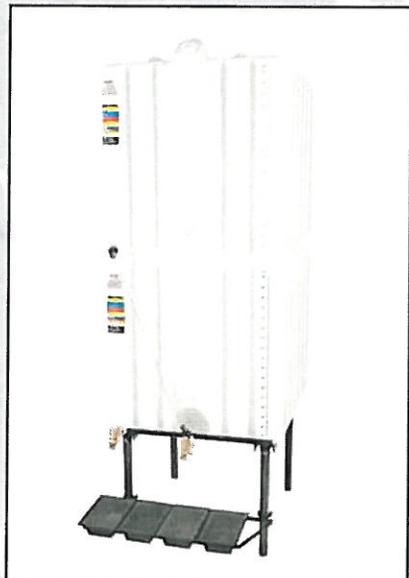
RTT-6320
80/120 Complete Gravity System
36" L x 36" W x 74" H



RTT-6220
120/120 Complete Gravity System
36" L x 36" W x 83" H



RTT-6280
120/180 Complete Gravity System
36" L x 36" W x 95" H



RTT-6880
180/180 Complete Gravity System
36" L x 36" W x 107" H

Rhino Tuff Tanks, 411 West Congress St., Maple Lake, MN 55358
877-RU-TUFF-2 (877.788.8332) www.rhinotufftanks.com



April 3, 2012

Christian Brothers Automotive
15995 N. Barkers Landing
Suite 145
Houston, TX 77079
(281) 870-8900 x104

Re: Used Oil & Environmental Services Proposal-UPDATE

Dear Rod:

FCC Environmental is pleased to submit our proposal for **Christian Brothers Automotive** to provide recycling services to various **Christian Brothers Automotive** locations as outlined in this proposal. **FCC Environmental** is uniquely qualified and strategically positioned to enter into a true service partnership with **Christian Brothers Automotive** and we sincerely value our business association.

FCC Environmental, with more than 50 years of recycling experience, has not only the expertise to successfully perform this service, but also the financial backing and depth of resources to meet all provisions of our proposal. All work will be performed by the **FCC Environmental** branch network located throughout the Mid-Atlantic, South Eastern, South Central, and Gulf Coast regions of the United States.

FCC Environmental appreciates the opportunity to earn your business and we are pleased to offer the following proposal for Environmental recycling services.

Sincerely,

Dave Nelson
National Accounts Sales Director
Mobile: (919) 796-8274
Fax: (919) 557-1807
Email: david.nelson@fccenvironmental.com

1.0 QUALIFICATIONS

1.1 FCC Environmental

Since 1950, FCC Environmental has designed, built, owned and operated oil recovery facilities. All of our facilities are fully permitted and are the industry's standard for managing and recycling oily water, used oil, antifreeze and other materials. In addition, we provide vacuum truck services, used oil filter/absorbent recycling and parts cleaner services to over 20,000 active Christian Brothers Automotives. Through our sixteen (16), company owned processing facilities located in the Mid-Atlantic, South Central, South East and Gulf Coast regions of the United States, we are adding value to these waste materials and creating marketable petroleum and metal-based products. Also, because of our financial strength and strong compliance record, small and large generators minimize their liability by using our services. In our service areas, we currently operate a modern fleet of collection vehicles, box trucks, semi-tankers, and pressure/vacuum trucks. FCC Environmental employees are continually trained, both for job knowledge and job safety.

1.2 Best-in-Class Service Fleet

- Operating >400 total direct service vehicles.
-Overall average age of <4-years.
- Continued focus on efficiency
-Continuous territory and route analysis
-GPS installations on service fleet to enhance efficiency
- The fleet management strategy, combined with a focus on efficiency, has resulted in a fleet of efficient, modern, and well-maintained service vehicles.

1.3 Professional Systems

FCC Environmental has the infrastructure and policies established which has created a culture of professionalism which distinguishes FCC from its competitors.

- **Business Conduct**
-Employees are required to conduct business based on highest possible standards
-Designated managers must reconfirm familiarity with the policies biannually
- **Business Process**
-Business system that produces detailed financial and operating reports
-Disciplined business approach driven by branch-level business reviews
- **Safety & Environmental Compliance**
-Individual accountability standards have been implemented and are measured monthly.
-All samples are "finger printed" to ensure proper risk identification, permit compliance, and product quality.

1.4 Fully Permitted

- FCC Environmental has 190 different environmental authorizations and registrations required to conduct business.
- Eight facilities have water pre-treatment and discharge capabilities that comply with Federal Centralized Waste Treatment effluent guidelines.
- Most sites are subject to the following:
 - EPA Notification of Recycled Waste Activity that is required to transport, store, process, and market used oil.
 - Stormwater discharge permits that are required by federal and state regulations.
 - State specific storage tank registrations or oil-handling permits (where required).

2.0 TECHNICAL SPECIFICATIONS

2.1 Statement of Work – Used Oil

FCC Environmental's method of disposition of used oil collected from **Christian Brothers Automotive** locations will be recycling. All waste streams collected will be managed in accordance with all applicable local, state and federal regulations and laws.

FCC Environmental will establish regular collection schedules for all **Christian Brothers Automotive** locations and will route trucks to coincide with regular routing.

All used oil collection tanks will be marked, labeled and maintained with signage as required by local, state and federal laws.

FCC Environmental currently recycles over 90 million gallons of used oil per year and more than 60 million gallons of oily water.

2.2 Statement of Work – Used Antifreeze

FCC Environmental will collect used antifreeze from all specified locations in the geography covered in this proposal at no charge for unlimited gallons collected from **Christian Brothers Automotive** locations. FCC Environmental will provide 55 gallon, polyethylene drums with two (2) 2" openings that conform to DOT shipping specifications. All drums will be labeled, marked and conform to all applicable local, state and federal regulations and laws.

FCC Environmental manufactures a full line of *SureTemp* antifreeze products at its Rockville, VA facility, using a vacuum distillation technology. Meeting all of the specifications of new antifreeze, FCC Environmental's *SureTemp* antifreeze line is formulated with additives supplied by the Penray Company, the leading supplier of antifreeze inhibitors and supplemental coolant additives (SCAs) for both the automotive and truck markets in the United States.

FCC Environmental is one of only four "true" recyclers of used antifreeze in the United States.

FCC Environmental currently recycles over 2 million gallons of spent antifreeze per year.

2.3 Statement of Work – Used Oil Filters

FCC Environmental will provide drums, bins or other bulk containers to collect used oil filters at the sites. Such containers will comply with all applicable laws and regulations and will be clearly labeled to indicate use.

FCC Environmental will collect used oil filters from the containers provided by FCC Environmental on a schedule that will prevent tanks from exceeding capacity.

All used oil filters collected will be transported to a FCC Environmental owned facility. All used oil filters will be recycled into the steel industry after the used oil has been reclaimed by FCC Environmental. Used filters that are sent to a third party will have the oil drained off, crushed into dry “bricks” and put into a roll-off container that is transported to the steel mill for smelting. The Christian Brothers Automotive is supplied with a certificate of recycle. This complete process takes place indoors on sealed concrete and the reclaimed oil is collected daily and shipped to a FCC Environmental facility for recycling.

FCC Environmental currently recycles over 30 million oil filters per year.

3. O ADMINSTRATIVE

3.1 Point of Contact

FCC Environmental will provide **Christian Brothers Automotive** with a minimum of one centralized point of contact for all service issues per FCC service region. This contact will have 24 hour availability 7 days per week to address service issues at the locations.

3.2 Service Request (855-FCC-CALL)

Christian Brothers Automotive’s facilities will be given FCC Environmental’s toll free number and e-mail address to request any type of service covered under our agreement. When a service request is received, our drivers will immediately be communicated with by cellular phone / radio communications to expedite the service. If a **Christian Brothers Automotive** location requests service for one or more of its waste streams prior to the next scheduled pick up date, FCC will provide service to the location within 48 hours of the request. Furthermore, **Christian Brothers Automotive** can utilize FCC’s national Christian Brothers Automotive service email address for any service issues that need to be elevated above the local level. www.clientservices@fccenvironmental.com

3.3 Reports

FCC Environmental will provide **Christian Brothers Automotive** with a monthly report in Microsoft® Excel format that will detail every used oil collection for that particular month if requested. The report will include location, date of service, work order number, invoice number and volumes collected.

At the end of the calendar year, FCC Environmental will provide **Christian Brothers Automotive** with an annual report detailing all material generation collected by FCC from each **Christian Brothers Automotive** location, serviced under this proposal.

3.4 Insurance

FCC Environmental is insured for the following types of coverage.

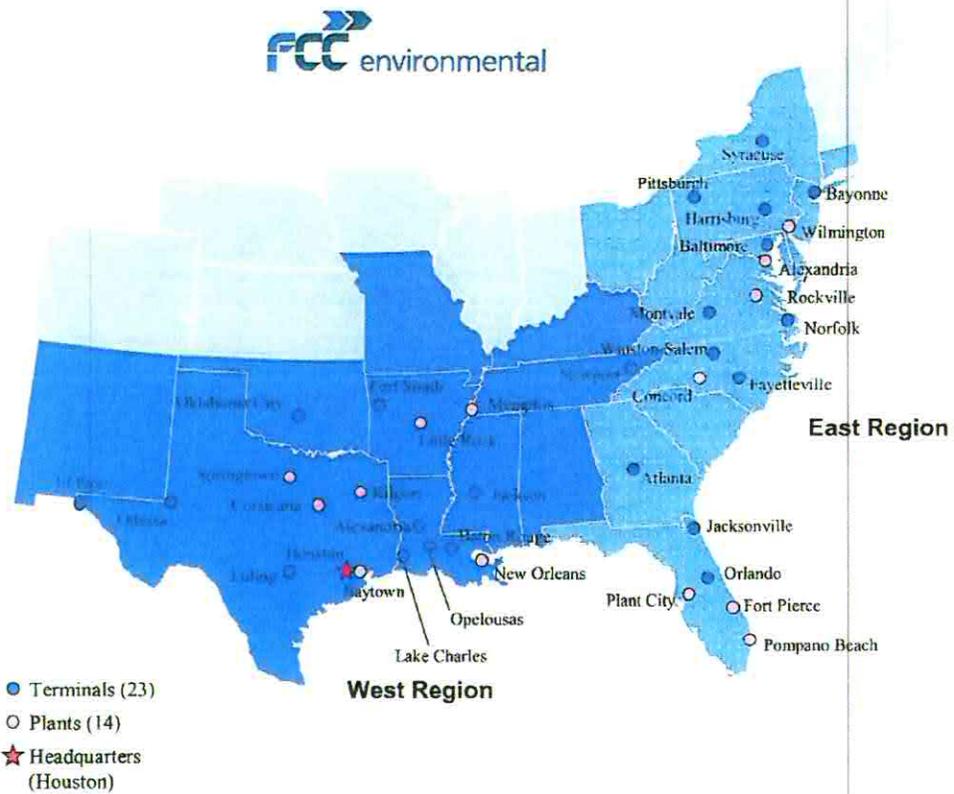
- a. General Liability Coverage for \$7,500,000
- b. Commercial Automotive Liability coverage for \$5,000,000 amended to include coverage for sudden and accidental pollution releases resulting from upset, collision, or overturn of a vehicle.
- c. Pollution Legal Liability coverage for all of our processing facilities with a limit of \$10,000,000 per occurrence/aggregate.

The insurance coverage is provided by a carrier that has an A.M. Best Rating of "A". A copy of our Insurance Certificate is attached to this proposal.

3.5 Regulatory

All waste material transported by FCC Environmental will be transported, stored, and recycled or disposed in accordance with all Federal, State and local regulations.

4.0 FCC ENVIRONMENTAL PROPOSED GEOGRAPHICAL COVERAGE



STANDARD TERMS & CONDITIONS

This Agreement is made effective as of 4-5-2012 (the "Effective Date") by and between FCC Environmental ("Company") and Christian Brothers Automotive ("Customer"). This Agreement will have an initial term of 3 year(s) (1-year if left blank) as of the Effective Date.

1. Applicable Terms. These terms govern the Service Agreement on the reverse side or attached hereto and Hydrocarbon Recovery Services, Inc. dba FCC Environmental (FCC) (the "Company") associated proposal, quotation, or acknowledgment ("Company's Documentation"). Whether these terms are included in an offer or an acceptance by Company, such offer or acceptance is conditioned on Customer's assent to these terms. Company rejects all additional or different terms in any of Customer's forms or documents. Notwithstanding the foregoing, in the event the Company and Customer have duly executed a form of master agreement specifically covering the services contemplated by this Agreement, this Agreement shall only apply to the extent it does not conflict with the terms of such master agreement. This proposal / Agreement shall remain valid for thirty (30) days from the date of issue for Customer's acceptance and acceptance by Company.

2. Payment For Billable Services. Customer shall pay Company the full service fee as set forth in Company's Documentation. Unless Company's Documentation provides otherwise, all taxes, duties or other governmental charges relating to the services provided shall be paid by Customer. If Company is required to pay any such charges, Customer shall immediately reimburse Company. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Company's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.

3. Scope of Services and Exclusivity.

3.1 Company shall provide the services specifically described in Company's Documentation during normal business hours, unless otherwise specified in Company's Documentation. Services requested or required by the Customer outside of these hours will be charged at Company's then current schedule of rates including overtime charges, if applicable, and will be in addition to the charges outlined in Company's Documentation. Where the Customer requests additional Services which are outside of the scope of work itemized in Company's Documentation, Company shall provide those services at its standard time and material rates and pursuant to its standard terms and conditions then in effect, unless Company agrees otherwise in writing.

3.2 This Agreement covers all locations, accounts, address's or tank locations referenced in the Customer / Site section in this document, and includes any attachments referenced in the Customer / Site section in this document. Customer must provide Company's vehicles with at least 30 feet of clear access to tanks at the time of collection. Failure to do so can result in a missed collection service, or additional charges. Tanks, drums, or other vessels must have a minimum opening of 2 inches in diameter. Customer will ensure that all areas of its premises where the Company's employees will be working ("Work Areas"), and all areas required to be traversed in order to access the Work Areas, are in safe condition for said employees to work and in full compliance with applicable health, safety, and environmental laws and regulations.

3.3 (Applicable for Parts Cleaner Services) Company will provide service to keep all parts cleaners leased by the Customer from the Company in good working order from the date of installation. The service provided includes preventative maintenance based upon the specific needs of the equipment as determined by the Company service representative and includes unscheduled on call remedial maintenance. Service will also include replacement of parts as deemed necessary by Company. The cost of parts cleaner equipment, replacement parts and associated replacement part labor is not included in service. In the event unscheduled maintenance is necessary Company agrees to respond to the call for service within two (2) business days of receiving telephonic notice of the request for service, or in the alternative, to provide a replacement unit or units for the Customer's use. In the event Company fails to respond to a call for service within the time set forth above, Company will provide the requested service without charge to the Customer.

3.4 By signing this Agreement Customer agrees to exclusively use Company's services specifically described in Company's Documentation throughout the term of this agreement. Customer acknowledges that Company's commitment of the Agreement Rate, if any, for used oil pursuant to this Agreement is based upon Customer's commitment to (i) provide the Annual Gallons set forth in the Agreement and (ii) exclusively uses Company for the collection of used oil throughout the term of this Agreement. Customer also understands that Company, in reliance upon this Agreement, has committed or will commit to supplying third parties with quantities of used oil at certain prices, based on Customer's Annual Gallon commitment, and Company will suffer damages or losses if it is unable to meet such commitments as a

result of Customer's breach of this Agreement.

4. Ownership of Materials. All devices, equipment (other than the Goods), designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Company in connection with services provided, and all related intellectual property rights (including without limitation those associated with the Goods), shall remain Company's property. Company grants Customer a non-exclusive, non-transferable license to facilitate Customer's use of the Goods supplied and the equipment serviced. Customer shall not disclose any such material to third parties without Company's prior written consent.
5. Changes. Company shall not implement any changes in the scope of work described in Company's Documentation unless Customer and Company agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law. In the event of oil price market changes greater than ten percent, as defined by U.S. D.O.E. Gulf Coast Residual Fuel Oil posting, from the date of this agreement, the Company may request to negotiate a new oil payment price, if any, that is reflective of the market price change in U.S. D.O.E. Gulf Coast Residual Fuel Oil Prices and Customer agrees to negotiate any such request in good faith. This agreement may be terminated by Company with thirty days written notice.
6. Warranty. Company warrants (i) that while providing services to the Customer as outlined in Company's Documentation all work will be performed in a workmanlike manner and that Company will use suitably qualified personnel, and (ii) that all Goods shall be free from defects in material and workmanship. These warranties shall survive for ninety days from the date of the service provided (the "Warranty Period"). In the event of a warranty claim, Company shall, at its sole option and as Customer's sole remedy, repeat the service (or repair or replace the subject Goods) at its own expense or refund the service fee actually paid to Company. If Company determines that any warranty claim is not, in fact, covered by the foregoing warranties, Customer shall pay Company its then customary charges for any additionally required services or Goods. The foregoing warranties are conditioned on Customer (a) operating and maintaining any serviced equipment and the Goods in accordance with Company's instructions, in regards to parts cleaner equipment, an essential part of those instructions being that the customer will not use the equipment as a waste receptacle, will not dump oil, dispense aerosols or introduce any other material, such as gasoline, brake cleaners, thinners, and carburetor cleaner, that would cause the solvent to become a waste, and (b) not making any unauthorized repairs or alterations which affect the service or the Goods, and (c) not being in default of any payment obligation to Company. The foregoing warranties do not cover consumable or expendable Goods (such as, for example and not by way of limitation, filter cloth, pump diaphragms and filters) or damage caused by negligent operation of any equipment or Goods by Customer, chemical action or abrasive material or misuse which has damaged the equipment serviced or the Goods, or improper installation (unless installed by Company). THE WARRANTIES SET FORTH IN THIS SECTION ARE COMPANY'S SOLE AND EXCLUSIVE WARRANTIES. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. The parties shall indemnify, defend and hold harmless one another from any claim, cause of action or liability incurred by the other as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by the indemnifying party's negligence. The indemnifying party shall have the sole authority to direct the defense and settle any indemnified claim, unless the indemnified party elects to decline the right of indemnification, which it may do at any time. The obligation to indemnify is conditioned on the indemnified party: (a) promptly notifying the other party (in the case of the Customer being the indemnified party, within the Warranty Period set forth in Section 6); and (b) providing reasonable cooperation in the defense of the claim.
8. Force Majeure. Under no circumstances shall either Company or Customer have any liability for any breach (except for payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
9. Agreement Renewal. This agreement will automatically be renewed at the expiration date unless specifically declined at least ten (10) business days prior to the expiration date by Company, or by Customer. The Customer may decline the renewal option by striking this paragraph on the agreement at the time the agreement is signed.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND COMPANY'S TOTAL LIABILITY ARISING AT ANY TIME FROM OR IN CONNECTION WITH THE SERVICES OR THE GOODS OR THE USE THEREOF SHALL NOT EXCEED THE PRICE PAID UNDER THE AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Leased Equipment. Any leased equipment provided by Company shall at all times be the property of Company with the exception of certain miscellaneous installation materials purchased by the Customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such equipment as provided here. Customer agrees that it shall not, nor shall it allow a third party, to pledge, lend, place a lien against or create a security interest in, part with possession of, or relocate such equipment. Customer agrees that it will indemnify Company against breaches of the terms of this paragraph. Customer shall be responsible to maintain such equipment in good and efficient working order.

Upon the expiration or termination of this Agreement, Customer shall promptly make any leased equipment available to Company for removal. Customer hereby agrees that it shall grant Company access to the equipment location and shall permit Company to take possession of and remove such equipment without resort to legal process and hereby releases Company from any claim or right of action for trespass or damages caused by reason of such entry and removal.

12. Nonconforming Waste Material.

12.1 Waste material shall be considered nonconforming if: (1) it has constituents, concentrations, characteristics, components or properties not specified in (a) the approved Waste Characterization Form on file with the Company or (b) the Sample Analytical; (2) the waste material is used oil, the used oil contains greater than 1000 ppm total halogens and the hazardous waste presumption of this used oil cannot be rebutted.

12.2 If Company determines within thirty (30) days after delivery of waste material from Customer's facility that the waste material is nonconforming pursuant to 12.1 above, Company shall immediately notify Customer, and shall, at Company's election, either arrange with Customer for the satisfactory disposition of such waste material upon mutually agreeable terms and conditions, or reject and return such nonconforming waste material to Customer without further obligation. If Company elects to reject and return the waste material, Customer shall promptly arrange for its return and shall pay reasonable charges for Company's handling and time involved up to the time of the return.

12.3 At any time, Company may, upon reasonable grounds to believe that waste material furnished by Customer is nonconforming, so notify Customer and require that Customer have a sample or samples thereof chemically analyzed by a qualified, reputable, independent laboratory acceptable to Company. The results of such chemical analysis shall be furnished to Company. If the chemical analysis demonstrates that the waste material is conforming, Company shall pay the costs of the analysis.

12.4 Any waste material containing any of the Prohibited Wastes as specified in the Company's waste acceptance and/or Permit shall be considered nonconforming.

13. Title.

13.1 Title to and liability for conforming waste material shall pass from Customer to Company when the loading operation of the waste material onto vehicles provided by the Company has been completed and said vehicles are ready to leave the facility of the Customer. If transportation is provided by the Customer, then title passes from Customer to the Company when unloaded at Company's site.

13.2 Title and liability for nonconforming waste material shall at all times remain with the Customer, unless, upon the discovery that the waste material is nonconforming, Company agrees in writing to perform services under this Agreement.

13.3 Should Company revoke acceptance of any nonconforming waste material as provided in 12.0 above, title to and liability for such waste material shall revert in Customer at the time such revocation is communicated to Customer, regardless of who has physical possession of such waste material. Company shall take all reasonable steps appropriate to protect the waste material until Customer can properly retake possession thereof.

13.4 Company shall have title to all materials recovered from Customer's waste material.

14. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Company, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Customer's documents, unless separately signed by Company. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without Company's prior written consent. The Agreement shall be governed by the laws of the state of Delaware without regard to its conflict of laws provisions.
15. Payment For Oil. All payments for oil shall be based on net recovered oil gallons, as determined by the Company at the Company's laboratory equipped receiving facility.

Christian Brothers Automotive


Signature
Rod Marcotte Senior VP
Print Name and Title
4-5-2012
Date Signed

FCC Environmental


Signature
David Nelson, Nat'l. Accts Mgr.
Print Name and Title
04/09/2012
Date Signed

May 29, 2012

Mr. Jonathan Wakefield
New Store Development Director
Christian Brothers Automotive
15995 North Barkers Landing, Suite 145
Houston, Texas 77079
832-598-0420 C, 832-655-5940 W
jwakefield@cbac.com

Re: Environmental Acoustics Study
Proposed Store Location
Allen, Texas
HFP File 7681-1

Dear Mr. Wakefield:

Per your request, HFP Acoustical Consultants Inc. (HFP) has conducted sound level testing and acoustical calculations with regard to the proposed Christian Brothers Automotive store on State Highway 5 in Allen, Texas. This letter report provides our findings with regard to compliance with the Allen noise ordinance.

Allen Noise Ordinance

The City of Allen has a noise ordinance that limits property-line noise contributions to 65 dB(A) during daytime hours (between 7:00 a.m. and 8:00 p.m.). The nighttime limit is 58 dB(A). It is our understanding that Christian Brothers stores are open Monday through Friday from 7:00 a.m. to 6:00 p.m., so only the daytime 65 dB(A) limit should be applicable. The limits given in the ordinance apply for all property lines, both residential and commercial.

Figure 1 shows the proposed site arrangement. The closest point of approach of the property line by potential service bay noise sources will be a 24-foot distance on the north side of Bay 9, on the west end of the facility. Other property lines will be farther from the bay doors, with the exception of the south (rear) façade, which will be only about 10 feet from the property line. The south façade will be solid masonry with only a few small ventilation openings.

Sound Level Measurements at Sugar Land, Texas

HFP conducted measurements of the operational sound levels at the Christian Brothers store at 8431 Homeward Way in Sugar Land, Texas on May 16, 2012. The store is essentially identical in layout to the proposed Allen store, and had vehicle repairs underway in 7 of its 9 bays, a typical work-day condition.

6001 Savoy Drive, Suite 215
Phone: 713.789.9400

Houston, Texas 77036
Fax: 713.789.5493

#1140, 10201 Southport Road S.W.
Phone: 403.259.6600

Calgary, Alberta, Canada T2W 4X9
Fax: 403.259.6611

The sound level monitor was set up approximately 54 feet from the open door of Bay 8. It could not be placed at 24 feet because it would have been in the middle of the driveway at the Sugar Land location. The general repair operations were not noisy. In the absence of aircraft overflights and nearby street traffic, the observed levels at the monitor ranged from only **51 to 54 dB(A)**.

Air-Powered Tools

The mechanics said that the air-powered impact wrench was the loudest tool they use in the course of their typical work. This noise source is not a continuous source. It is used for a few seconds at a time, primarily for removing or replacing lug nuts. A mechanic ran an Ingersoll Rand 2100G air impact wrench to emulate the worst-case noise from that procedure, and the *short term* level at 24 feet was 72 dB(A).

The mechanics said that, on very rare occasions, they may have to use an air hammer or chisel to cut seized bolts or rusted-on items. The lead mechanic said it is used only once every three months or so, and only for a few seconds. It should be a store policy to roll down the bay doors when this tool is used.

Air Compressor

The air tools are powered by a single central air compressor. At Allen, the compressor will be housed in an interior enclosure, and the property line contribution from this source will be insignificant.

Building Ventilation

The rear façade of the Sugar Land store had three small ventilation fan openings high on the wall. The noise from those openings ranged from 58 to 61 dB(A) at a distance of 10 feet. Those readings included contributions from the oil change shop next to the Sugar Land store.

General Conclusion

In terms of typical operation, the observed car repair activities were relatively quiet, and it is likely that the daytime limit for the Allen noise ordinance would be easily met over any reasonable averaging period at all locations along the property line. The likelihood of noise complaints is very small.

Figure 1 shows the estimated sound level contributions at various property line positions, based on the data and observations from the Sugar Land store.

Future Considerations

On occasion, momentary sound levels at the very closest point of the property line on the open bay side could potentially exceed the ordinance limit during air tool use for a few seconds at a time. If there are complaints or if the City of Allen chooses to enforce the limit to such a strict extent, it might be necessary to add a noise barrier on the north side property line. The barrier would need to extend along the property line from the dumpster enclosure toward the west, for approximately 100 feet. The general barrier location is shown on **Figure 1**. As a guideline, a 6-

to-8-foot tall wood fence with tongue & groove or lap & gap construction should be sufficient for this purpose. It would be preferable to add such a barrier in the future only on an as-needed basis. In the unlikely event that there are noise complaints, an engineered noise barrier could be more specifically designed to address any particular conditions that might arise.

Thank you for the opportunity to be of service. Please call if you have any questions or comments.

Sincerely,
HFP ACOUSTICAL CONSULTANTS INC.



Ronald R. Spillman, P.E.
Vice President

Attachment: Figure 1

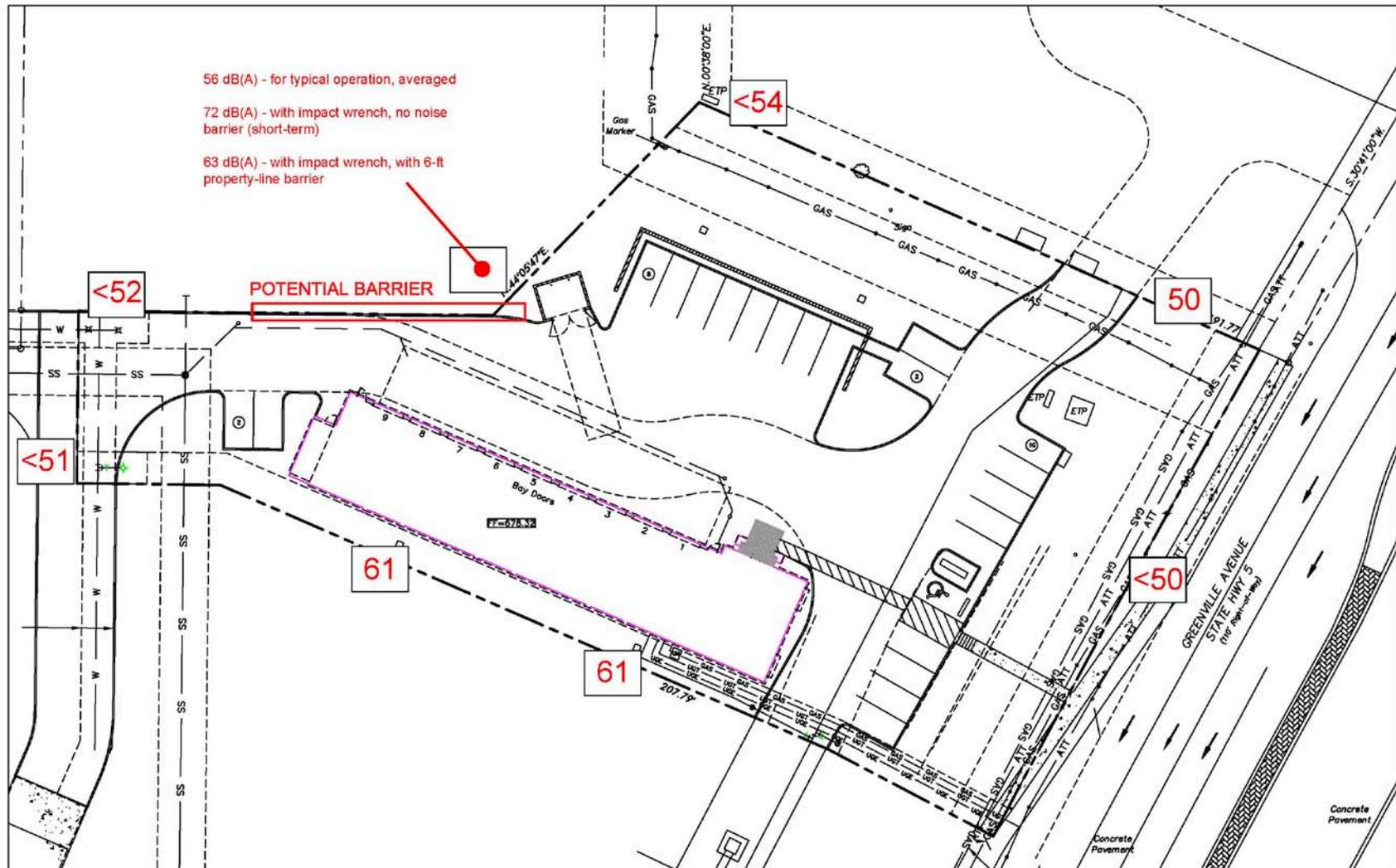


FIGURE 1
Estimated Sound Level Contributions – Christian Brothers Automotive, Allen, Texas
All values shown are A-weighted sound levels in dB(A).

STEVEN J. FEHRIBACH, P.E.
 PRESIDENT

JOSEPH T. RENGEL, P.E.
 VICE PRESIDENT

R. MATTHEW BROWN, P.E.
 VICE PRESIDENT

RICHARD J. KELLY, P.E.
 VICE PRESIDENT

REGISTRATION
 INDIANA
 ILLINOIS
 IOWA
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 MICHIGAN
 OHIO
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MEMORANDUM

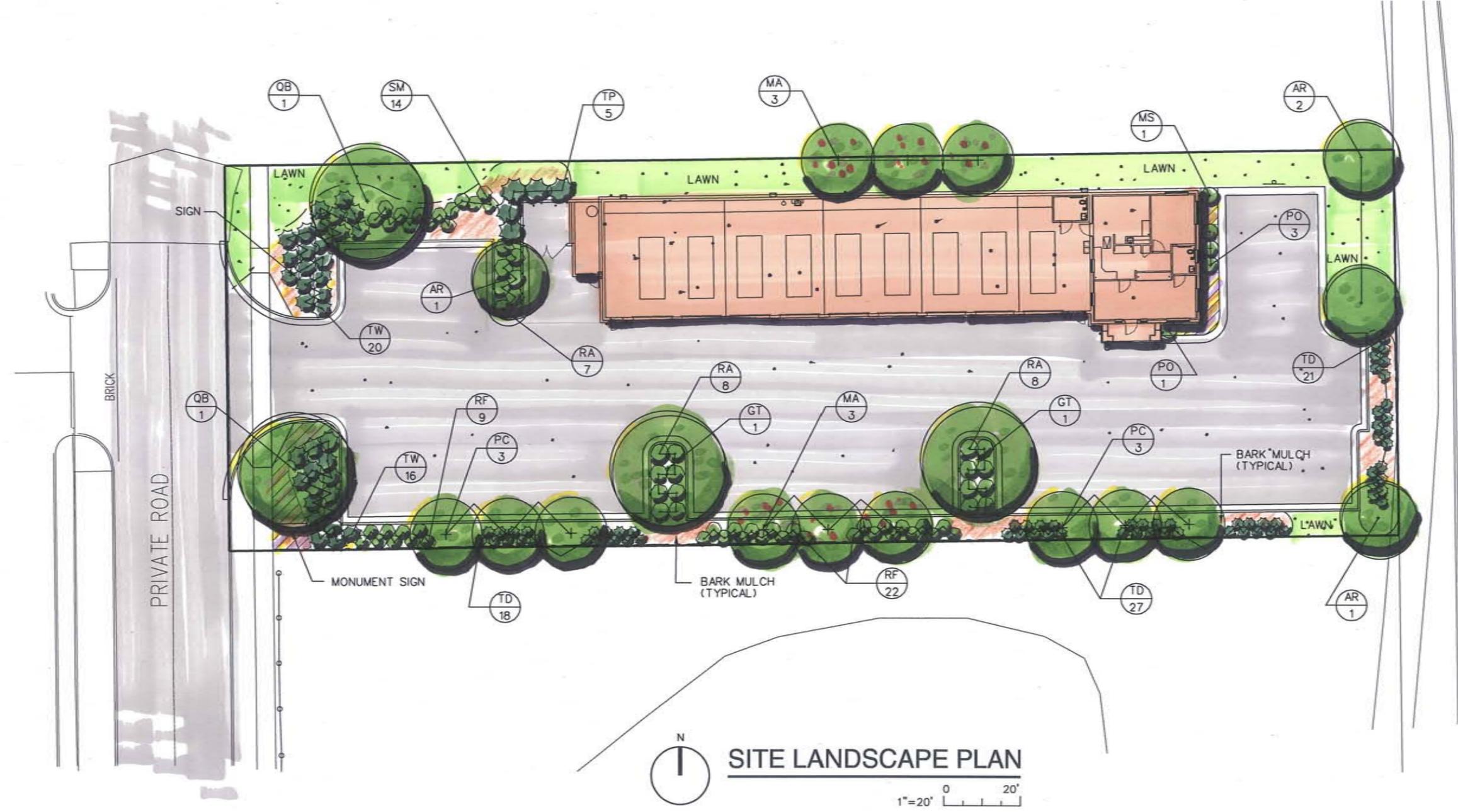
DATE: January 31, 2013
TO: Christian Brothers Automotive
FROM: Steven J. Fehribach, P.E.
RE: Trip Generation Analysis

Per your request, I have compared the proposal Auto Maintenance Facility to other land uses that could utilize the proposed vacant land. The following table shows the comparison to those land uses.

Trip Generation						
Land Use	ITE Code	Size	Trip Generation			
			AM Enter	AM Exit	PM Enter	PM Exit
Automobile Care Center	942	5,185 SF	7	5	7	9
Coffee/Donut Shop w/o drive-thru	936	2,500 SF	138	133	51	51
Coffee/Donut Shop w/ drive thru	937	2,500 SF	128	122	54	54
Drive-in Bank	912	4,000 SF	28	22	52	52
Shopping Center	820	6,000 SF	3	3	43	48

- Based on the trip generation analysis, it has been determined that the automotive use will generate significantly fewer trips as compared to the other uses.
- The number of trips generated by the proposed use would not adversely affect the street system and would cause less impact than other uses.

Exhibit 4



SITE LANDSCAPE PLAN
 1"=20' 0 20'

ABBREV.	QUANT.	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
AR	4	ACER RUBRUM 'SOMERSET'	SOMERSET RED MAPLE	2" CAL.	B & B
GT	2	GLEDITSIA TRI INERMIS 'IMPERIAL'	IMPERIAL HONEY LOCUST	2" CAL.	B & B
MA	6	MALUS 'ADIRONDACK'	ADIRONDACK CRABAPPLE	2" CAL.	B & B
MS	1	MISCANTHUS SIN. 'YAKU SHIMA'	YAKU SHIMA MAIDEN GRASS	NO. 2	CONT.
PC	6	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	2" CAL.	B & B
PO	4	PENNISETUM ORIENTALIS 'KARLEY ROSE'	SOMERSET RED MAPLE	2" CAL.	B & B
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL.	B & B
RA	23	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	18" HT.	CONT.
RF	31	RHAMNUS FRANGULA 'FINE LINE'	FINE LINE BUCKTHORN	24" HT.	CONT.
SM	14	SYRINGA MEYERIPALIBIN	DWARF KOREAN LILAC	18" HT.	CONT.
TD	66	THUJA OCCIDENTALIS 'AUREA'	GOLDEN GLOBE ARBORVITAE	18" HT.	CONT.
TP	5	THUJA PLICATUM 'GELDERLAND'	GELDERLAND WESTERN ARBORVITAE	6' HT.	B & B
TW	36	TAXUS X MEDIA 'WARDII'	WARD'S YEW	24" HT.	B & B

FILE NO 70050003
 DATE 1/31/13
 DRAWING REF C102
 PROPOSED SERVICE CENTER
CHRISTIAN BROTHERS
AUTOMOTIVE
 WESTFIELD, INDIANA
 SITE LANDSCAPE PLAN
 L1

DRAWN BY
 JC/JENG BY
 CHECKED BY
 PROJECT LDR
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GHS
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