

Agenda
Cornwall City Council

Meeting #: 2020-20
Date: Monday, July 27, 2020, 7:00 PM
Location: Cornwall Civic Complex, 100 Water Street East, Cornwall, Ontario, K6H 6G4, Salon B, Lower Level
Chair: Bernadette Clement, Mayor
Prepared By: Manon L. Levesque, City Clerk

Pages

Public Meeting of Council

Roll Call

Opening

We acknowledge that we are gathering on the traditional territory of the Mohawk people of Akwesasne.

Adoption of Agenda

Purpose of the Meeting

This is a public meeting of Council being held under Section 12 of the Development Charges Act, 1997, as amended. The purpose of the meeting is to give the public an opportunity to ask questions, provide comments and make representations on the 2020 Development Charges Background Study including the proposed Area-Specific Development Charges By-law for the Brookdale Avenue North Corridor. Council will not be taking any action at this meeting on this Report or the proposed By-Law.

Disclosure of Interest

Presentation

Sean-Michael Stephen from Watson & Associates Economists Ltd., will provide a brief presentation on the findings of the 2020 Development Charges Background Study including the associated By-law for the Brookdale Avenue North Corridor. The presentation from Watson is attached for reference.

7.1 Brookdale Avenue North – Development Charges Background Study – Public Meeting of Council, 2020-325-Infrastructure and Municipal Works

Action Recommended

- a. receive Report 2020-325-IMW
- b. pending any updates, consider the adoption of the Brookdale Avenue North Area-Specific Development Charges (DC) By-Law at the September 14, 2020, regular meeting

Comments from Public

At this time, the Public will have the opportunity to ask questions, provide comments and make representations on the Background Study Update including the proposed Area-Specific Development Charges By-law for the Brookdale Avenue North Corridor.

The City of Cornwall will also be receiving written submissions until 4:00 p.m. on Friday, August 28, 2020, in person, by mail or electronically at the following:

Office of the City Clerk
360 Pitt Street
Cornwall, Ontario
K6J 3P9

Phone: 613-930-2787
Fax: 613-933-1860

email: mlevesque@cornwall.ca

Council will be considering the revised Brookdale Avenue North Corridor Area-Specific Development Charges By-law at its September 14, 2020, Regular Council Meeting.

Adjournment

The next regular public meeting of Council will be held on Monday, August 10, 2019.

The Corporation of the City of Cornwall
Regular Meeting of Council
Report

Department: Infrastructure and Municipal Works
Division: Infrastructure Planning
Report Number: 2020-325-Infrastructure and Municipal Works
Prepared By: Michael Fawthrop, Division Manager
Meeting Date: July 27, 2020
Subject: Brookdale Avenue North – Development Charges Background Study – Public Meeting of Council

Purpose

The purpose of this Public Meeting of Council is to provide a review of the 2020 Development Charges Background Study for the Brookdale Avenue North Corridor and to receive public input on the proposed policies and charges as per the Development Charges Act, 1997 as amended.

Recommendation

That Council:

- a) receive Report 2020-325-IMW
- b) pending any updates, consider the adoption of the Brookdale Avenue North Area-Specific Development Charges (DC) By-Law at the September 14, 2020, regular meeting

Background / Discussion

At the Council Meeting of June 22, 2020, Council set July 27, 2020, as the date to hold a statutory Public Meeting of Council under Section 12 of the Development Charges Act, 1997 as amended.

Notice of the Public Meeting of Council was advertised in the Standard-Freeholder, on Saturday, June 27, 2020 and Saturday, July 18, 2020. In order to ensure that sufficient information was made available to the public, the 2020 DC Background Study for the Brookdale Avenue North Corridor was made available online on the City's website on June 23, 2020 and copies were made available at the Clerk's office as of June 23, 2020, upon request.

The benefitting property owners were advised of the Public Meeting of Council at the Landowner Meeting on June 17, 2020, and were also sent a formal invitation on July 15, 2020.

Council was provided a copy of the 2020 DC Background Study for the Brookdale Avenue North Corridor at the June 22, 2020, regular meeting.

The purpose of this meeting is to give the public an opportunity to ask questions, provide comments and make representations on the 2020 DC Background Study for the Brookdale Avenue North Corridor. Any person who attends the meeting may make representations relating to the proposed Area-Specific DC By-Law for the Brookdale Avenue North Corridor. The public was also invited to provide comments in writing.

Prior to receiving the public comments, Sean-Michael Stephen of Watson & Associates Economists Ltd. will provide a brief presentation (attached) on the findings of the study.

Council shall not take any action at this meeting. Council will formally consider adoption of the 2020 DC Background Study and passage of the revised Brookdale Avenue North Corridor Area-Specific DC By-Law at the September 14, 2020, Council meeting. A copy of the proposed Area-Specific DC By-Law for the Brookdale Avenue North Corridor which has been red-lined to reflect the proposed changes to the existing By-Law is attached to the report for reference.

Subsequent to the final costs of construction being known, a report will be prepared summarizing the legislative background and calculation of the Municipal Act (MA) Capital Charges to be imposed on properties with existing development. A Report and By-Law will also address implementation policies, such as payment.

Additionally, the process and schedule for updating the Area-Specific DC By-Law and MA Capital Charge By-Law is more specifically delineated in the schedule attached, Schedule of Key Development Dates to Update the DC By-Law, which outlines the process that has been followed to date and the next steps.

The City received one written response from a benefitting property owner for a property in which a capital charge for the project is being imposed. The letter from the benefitting property owner as well as the City's response letter is attached to this report.

Document Title:	Brookdale Ave. North - DC Background Study - Public Meeting - 2020-325-IMW.docx
Attachments:	<ul style="list-style-type: none"> - Public Meeting Presentation - Final.pdf - Schedule of Key Dates to update DC Bylaw.pdf - Draft Area-Specific DC By-Law - Redlined.pdf - Villarboit Letter - June 9. 2020.pdf - Villarboit Letter - July 17. 2020.pdf - Brookdale Ave North Sanitary Sewer Extension - Villarboit Brookdale Square - Letter - Merged.pdf
Final Approval Date:	Jul 22, 2020

This report and all of its attachments were approved and signed as outlined below:

Bill de Wit - Jul 22, 2020 - 5:06 PM

Tracey Bailey - Jul 22, 2020 - 5:30 PM

Maureen Adams - Jul 22, 2020 - 5:40 PM



City of Cornwall

Brookdale Avenue North Corridor – Wastewater Development Charges

Public Meeting

July 27, 2020



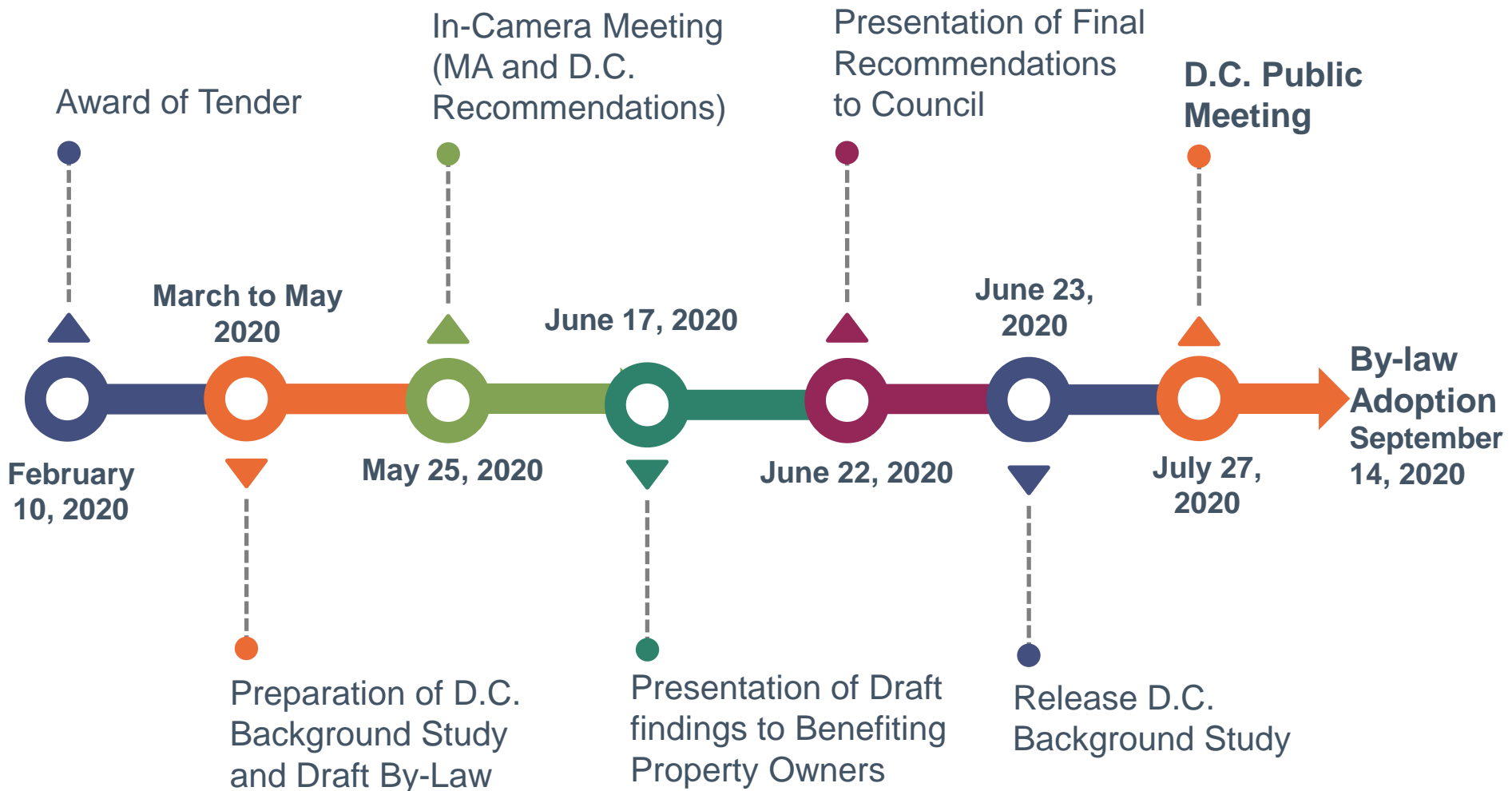
Public Meeting Purpose

Purpose

- This meeting is a mandatory requirement under the *Development Charges Act* (D.C.A.)
- Prior to Council's consideration of a By-law, a Background Study must be prepared and available to the public a minimum of 2 weeks prior to a public meeting and provided on the City's website 60 days prior to By-law passage
- This public meeting is to provide a review of the Development Charges (D.C.) proposal for Brookdale Avenue North and to receive public input on the proposed policies and charges
- The presentation will also address *Municipal Act* cost recovery mechanism

Study Process

Brookdale Avenue North Corridor Sanitary Sewer Extension



Development Charges Act

Methodology for Wastewater Services



- Identify amount, type and location of growth
- Identify servicing needs to accommodate growth
- Identify capital costs to provide services to meet the needs
- Deduct:
 - Grants, subsidies and other contributions
 - Benefit to existing development
 - D.C. Reserve funds (where applicable)
- Net costs then allocated between residential and non-residential benefit
- Net costs divided by growth to provide the D.C. charge

Municipal Act

Capital Charges



- Imposed under Part 12 of the Municipal Act
- Capital charges are imposed by municipalities to recover infrastructure costs related to:
 - Extension of municipal services to private service users; and
 - Recovery of capital improvement costs from existing developments.
- Act permits the imposition of capital charges on persons who receive an immediate benefit or a benefit at some later point (i.e. deferred benefit)

Anticipated Development

Benefitting Service Area



- Benefitting Service Area includes:
 - Brookdale Ave North Corridor (209 acres), including
 - Properties with existing development (59 acres); and
 - Vacant properties (107 acres)
 - Additional lands beyond Urban Settlement Boundary (43 acres)
 - Lands along Tollgate Road West (outside of Urban Settlement Boundary)

Capital Costs & Funding Mechanisms



- \$10.7 million total cost of project
- Cost of servicing Brookdale Avenue North Corridor apportioned to properties based on peak sanitary design flows and cost recovery mechanism (Area-Specific D.C. vs. *Municipal Act* Capital Charge)

Description	Cost	Cost Recovery Mechanism
Brookdale Ave North Corridor		
Properties with Existing Development	\$3.0 million	Municipal Act Capital Charge
Vacant Properties	\$4.7 million	Development Charges
Subtotal	\$7.7 million	
Outside Urban Settlement Boundary		
Tollgate Road West Lands	\$0.9 million	City Financing / Future Development Charges
Additional Lands Beyond Urban Settlement Boundary	\$2.1 million	
Subtotal	\$3.0 million	
Total Costs	\$10.7 million	

D.C. Calculations



- Total D.C. recoverable costs - \$6.0 million

D.C. Recoverable Costs	Cost
Brookdale Avenue North Sanitary Sewer Extension	\$4.7 million
Net Present Value of D.C. Financing	\$1.6 million
Less: Deferred D.C. Revenue	\$0.3 million
Total	\$6.0 million

- Calculated area-specific D.C. of \$7.27 per sq.ft. of non-residential gross floor area

Comparison of Current and Calculated D.C.s		
Service	NON-RESIDENTIAL (per sq.ft. of Gross Floor Area)	
	Current	Calculated
Brookdale Avenue North Corridor		
Wastewater Services	\$6.80	\$7.27

Municipal Act Capital Charge



- Draft *Municipal Act* Capital Charges by property

Property Name	Brookdale Avenue North Sanitary Sewer Extension
Cornwall Mazda	\$373,998
Irving Oil	\$1,048,064
Seaway Travel Centre Ltd	\$126,116
Super 8	\$540,110
Cornwall GM	\$243,534
Cornwall Camping Centre	\$195,697
Villarboit Brookdale Square	\$474,021
Total	\$3,001,538



Implementation Policies



D.C. By-Law Policies

D.C. Calculation and Timing of Collection

- D.C.s to be imposed through the imposition of an Area-Specific D.C. By-law
- D.C.s are calculated and payable on the date the first building permit is issued
- The City may enter into agreements for the D.C. to be paid before or after it would otherwise be payable
- D.C. By-law provides for mandatory annual indexing on January 1st of each year



D.C. By-Law Policies

D.C. Calculation and Timing of Collection

- Institutional developments would pay D.C.s in 6 equal annual payments, commencing from the date of occupancy
- D.C. for developments proceeding through Site Plan or Zoning By-law Amendment will be determined based on the charges in effect on the day the application is made
 - Charges to be frozen for a maximum period of 2 years after planning application approval
- The D.C.A. allows municipalities to charge interest on installment charges, and on charges determined at Site Plan or Zoning Bylaw Amendment application
- Draft D.C. By-law provides that interest will be calculated based on a rate of prime plus 3%

D.C. By-Law Policies

Statutory D.C. Exemptions



- The D.C.A. provides statutory non-residential exemptions for:
 - Industrial additions of up to and including 50% of the existing GFA of the building - for industrial additions which exceed 50% of the existing GFA, only the portion of the addition in excess of 50% is subject to D.C.s; and
 - Land used for Municipal or Board of Education purposes.



D.C. By-Law Policies

Proposed Non-Statutory D.C. Exemptions

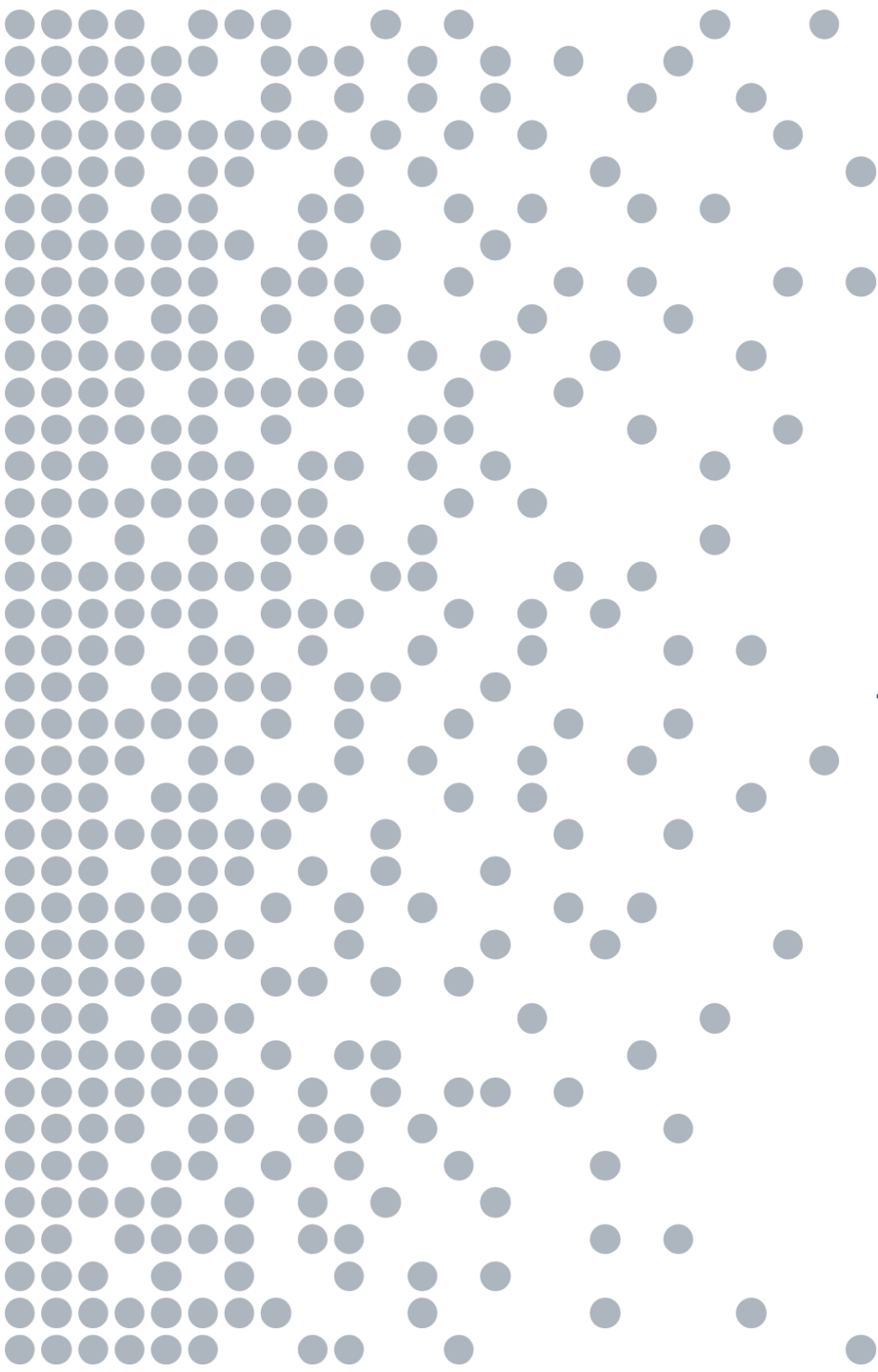
- Bona fide farm uses
- Places of Worship
- Hospitals governed by the *Public Hospitals Act*
- College or university buildings
- Manufacturing uses
- Properties having paid a charge imposed under the *Municipal Act* for the extension of wastewater services to the Brookdale Avenue North Corridor

Municipal Act Capital

Proposed Policies

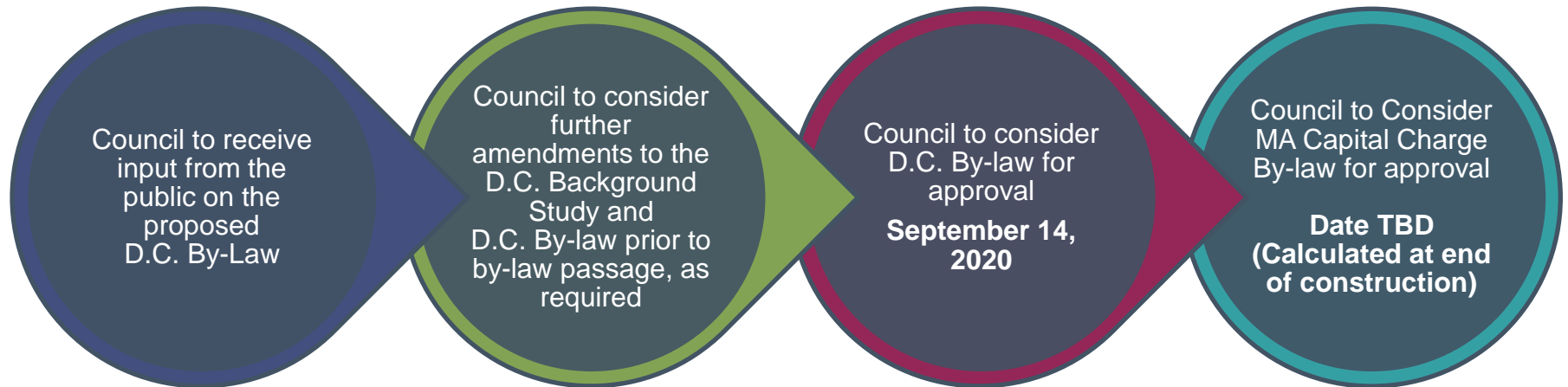


- *Municipal Act* allows flexibility for how the charge is calculated and imposed
- Capital Charge to be calculated based on actual costs and imposed at time wastewater services are available
- Proposed Payment Options:
 - Installment Charge – Annual charge payable including interest (repayment period typically mirrors debt repayment term); and
 - Commuted charge – Landowner applies to pay total capital charge within specified period of time.
- Area-specific D.C.s paid to be credited against capital charge owing



Next Steps

Next Steps



UPDATE TO THE AREA-SPECIFIC DEVELOPMENT CHARGES (DCs) BY-LAW

Tentative Schedule of Key DCs Process Dates (proposed starting June 17, 2020)

1	In-Camera Meeting of Council (RE: project and cost update and forth coming tender)		Nov 25, 2019
2	Award of Tender 19-T71 Brookdale Avenue North Sanitary Sewer Extension		Feb 10, 2020
3	Preparation of an update to the DC Background Study and By-law		Mar - May 2020
4	In-Camera Meeting – report RE: draft MA and DC recommendations to Council		May 25, 2020
5	Presentation of draft DC Update to the Development Industry (benefiting property owners)	Meeting by Invitation EVB to attend	Jun 17, 2020
6	Presentation of final recommendations to Council	Regular Council Meeting Watson to attend	Jun 22, 2020
7	DC Background Study update and revised DC By-law available to public (website)	60 days prior to by-law passage	Jun 23, 2020
8	Statutory notice of Public Meeting advertisement placed in newspaper(s) (City Hall Bulletin)	- NOTICE - 20 clear days prior to public meeting	Jun 27, 2020 and July 18, 2020
9	Public Meeting of Council Special Council Meeting	At least 2 weeks after DC background study and proposed DC by-law made available to public	Jul 27, 2020
10	Council considers adoption of DC Background Study update and passage of the revised Brookdale Ave North Corridor DC By-law	60 days after DC background study and proposed DC by-law made available to public	Sep 14, 2020
11	Newspaper notice given of By-law passage	By 20 days after passage	Sep 19, 2020
12	Last day for By-law appeal	40 days after passage	Oct 24, 2020
13	City makes available updated DC pamphlet	By 60 days after in force date	Oct 30, 2020

**WE ARE
HERE**

THE CORPORATION OF THE CITY OF CORNWALL

BY-LAW # ____ - ____

**A BY-LAW FOR THE IMPOSITION OF AREA-SPECIFIC DEVELOPMENT CHARGES
WITHIN THE BROOKDALE AVENUE NORTH CORRIDOR**

WHEREAS the City of Cornwall will experience growth through development and re-development; and

WHEREAS development and re-development requires the provision of physical and social services by the City of Cornwall; and

WHEREAS Council desires to ensure that the capital cost of meeting growth-related demands for or burden on municipal services does not place an excessive financial burden on the City of Cornwall or its existing taxpayers while at the same time ensuring new taxpayers contribute no more than the net capital cost attributable to providing the current level of municipal services; and

WHEREAS the *Development Charges Act, 1997* (the “Act”) provides that the council of a City may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services; and

WHEREAS a development charges background study has been completed in accordance with the Act; and

WHEREAS the Council of The Corporation of the City of Cornwall has given notice of and held a public meeting on the ____ day of ____, ____ in accordance with the Act and the regulations thereto;

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF
CORNWALL ENACTS AS FOLLOWS:**

1. INTERPRETATION

1.1 In this by-law the following items shall have the corresponding meanings:

“Act” means the *Development Charges Act*, as amended, or any successor thereof;

“accessory use” means, where used to describe a use, building, or structure, that the use, building or structure is naturally and normally incidental, subordinate in purpose of floor area or both, and exclusively devoted to a principal use, building or structure;

“benefiting area” means an area defined by map, plan or legal description in a front-ending agreement as an area that will receive a benefit from the construction of a service;

“board of education” has the same meaning as set out in the *Education Act*, R.S.O. 1990, Chap. E.2, as amended, or any successor thereof;

“bona fide farm uses” means the proposed development will qualify as a farm business operating with a valid Farm Business Registration Number issued by the Ontario Ministry of Agriculture, Food and Rural Affairs and be assessed in the Farmland Realty Tax Class by the Ontario Property Assessment Corporation;

“Brookdale Avenue North Corridor” means the area defined as “New Catchment Area Lands” in the map provided as Schedule “C” to this by-law;

“Building Code Act” means the *Building Code Act*, S.O. 1992, as amended, or any successor thereof;

“capital cost” means costs incurred or proposed to be incurred by the City or a local board thereof directly or by others on behalf of and as authorized by the City or local board,

(1) to acquire land or an interest in land, including a leasehold interest,

(2) to improve land,

(3) to acquire, lease, construct or improve buildings and structures,

(4) to acquire, construct or improve facilities including,

(a) furniture and equipment other than computer equipment, and

- (b) material acquired for circulation, reference or information purposes by a library board as defined in the *Public Libraries Act*, R.S.O. 1990, Chap. P.44, as amended, or any successor thereof; and
- (c) rolling stock with an estimated useful life of seven years or more, and
- (5) to undertake studies in connection with any matter under the Act and any of the matters in clauses (1) to (4) above, including the development charges background study

required for the provision of services designated in this by-law within or outside the City, including interest on borrowing for those expenditures under clauses (1) to (5) above that are growth-related;

“City” means the Corporation of the City of Cornwall;

“commercial” means any use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include industrial or agricultural uses, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;

“Council” means the Council of the City;

“development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that the effect of increasing the size of usability thereof, and includes redevelopment;

“development charge” means a charge imposed with respect to this by-law;

“dwelling unit” means any part of a building or structure used, designed or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;

“existing” means the number, use and size that existed as of the date this by-law was passed;

“farm building” means that part of a bona fide farming operation encompassing barns, silos and other ancillary development to an agricultural use, but excluding a residential use;

“gross floor area” means:

~~(1) in the case of a residential building or structure, the total area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party wall dividing the dwelling unit from any other dwelling unit or other portion of a building; and~~

(1) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for:

- (a) a room or enclosed area within the building or structure above or below grade that which is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that service the building;
- (b) loading facilities above or below grade; and
- (c) a part of the building or structure below grade that is used for the parking of motor vehicles or for storage or other accessory use;

“industrial” means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly of raw goods, warehousing or bulk storage of goods, distribution centres, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

“Institutional” means land, buildings, structures or any part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain. ~~For the purposes of subsection 3.12 herein, “institutional” means development of a building or structure intended for use;~~

~~(1) as a long-term care home within the meaning of subsection 2 (1) of the Long-Term Care Homes Act, 2007;~~

- (2) as a retirement home within the meaning of subsection 2 (1) of the *Retirement Homes Act, 2010*;
- (3) by any of the following post-secondary institutions for the objects of the institution:
 - (a) a university in Ontario that receives direct, regular and ongoing operating funding from the Government of Ontario,
 - (b) a college or university federated or affiliated with a university described in subclause (i), or
 - (c) an Indigenous Institute prescribed for the purposes of section 6 of the *Indigenous Institutes Act, 2017*;
- (4) as a memorial home, clubhouse or athletic grounds by an Ontario branch of the Royal Canadian Legion; or
- (5) as a hospice to provide end of life care;

“Local Board” means a school board, public utility, commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the City of Cornwall or any part or parts thereof;

“local services” means those services, facilities or things which are under the jurisdiction of the City and are related to a plan of subdivision or within the area to which the plan relates in respect of the lands under sections 41, 51 or 53 of the *Planning Act*, R.S.O. 1990, Chap. P.13, as amended, or any successor thereof;

“non-residential use” means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use. **Despite the foregoing, a non-residential use includes an institutional use as defined herein;**

“Official Plan” means the Official Plan adopted for the City, as amended and approved;

“owner” means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed’

“place of worship” means that part of a building or structure that is exempt from taxation as a place of worship under the *Assessment Act*, R.S.O. 1990, Chap. A.31, as amended, or any successor thereof;

“rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;

“regulation” means any regulation made pursuant to the Act;

“residential use” means the use of a building or structure or portion thereof for one or more dwelling units, including a dwelling unit on land that is used for an agricultural use. Despite the foregoing, a residential use does not include an institutional use as defined herein;

“service” means a service designed in Schedule “A” to this by-law, and “services” shall have a corresponding meaning;

“servicing agreement” means an agreement between a landowner and the City relative to the provision of municipal services to specified land within the City;

2. DESIGNATION OF SERVICES

2.1 The categories of services for which development charges are imposed under this by-law are as follows:

(1) wastewater services.

3. APPLICATION OF BY-LAW RULES

3.1 Development charges shall be payable in the amounts set out in this by-law where:

(1) the development of the lands requires any of the approvals set out in subsection 3.4 (1).

Area to Which By-law Applies

3.2 Subject to subsection 3.3, this by-law applies to all lands identified as “New Catchment Area Lands” in the map of the Brookdale Avenue North Corridor

(Schedule "C") whether or not the land or use thereof is exempt from taxation under section 13 of the *Assessment Act*.

3.3 Notwithstanding clause 3.2 above, this by-law shall not apply to lands that are owned by and used for the purposes of:

- (1) the City or a local board thereof;
- (2) a board of education; or
- (3) the Corporation of the County of Stormont, Dundas and Glengarry or a local board thereof.

3.4 Approvals for Development

- (1) Development charges shall be imposed on all lands, buildings or structures that are developed for ~~residential or~~ non-residential uses if the development requires:
 - (a) the passing of a zoning by-law or of an amendment to a zoning by-law under section 34 of the *Planning Act*;
 - (b) the approval of a minor variance under section 45 of the *Planning Act*;
 - (c) a conveyance of land to which a by-law passed under subsection 50 (7) of the *Planning Act* applies;
 - (d) the approval of a plan of subdivision under section 51 of the *Planning Act*;
 - (e) a consent under section 53 of the *Planning Act*;
 - (f) the approval of a description under section 50 of the *Condominium Act*, R.S.O. 1990, Chap. C.26, as amended, or any successor thereof; or
 - (g) the issuing of a permit under the *Building Code Act* in relation to a building or structure.
- (2) No more than one development charge for each service designated in subsection 2.1 shall be imposed upon any lands, buildings or structures to which this by-law applies even though two or more of the actions described in subsection 3.4 (1) are required before the lands, buildings or structures can be developed.

- (3) Despite subsection 3.4 (2), if two or more of the actions described in subsection 3.4 (1) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

Exemptions

3.5 Exemption for Industrial Development:

- (1) Notwithstanding any other provision of this by-law, no development charge is payable with respect to an enlargement of the gross floor area of an existing industrial building where the gross floor area is enlarged by 50 percent or less.
- (2) If the gross floor area of an existing industrial building is enlarged by greater than 50 percent, the amount of the development charge payable in respect of the enlargement is the amount of the development charge that would otherwise be payable multiplied by the fraction determined as follows:
 - (a) determine the amount by which the enlargement exceeds 50 percent of the gross floor area before the enlargement;
 - (b) divide the amount determined under paragraph (a) by the amount of the enlargement.
- (3) The exemption of an existing industrial building provided by this section shall be applied to a maximum of fifty percent (50%) of the gross floor area before the first enlargement for which an exemption from the payment of development charges was granted pursuant to this by-law.

3.6 For the purpose of subsection 3.8 herein, “existing industrial building” is used as defined in the regulation made pursuant to the Act.

3.7 Other exemptions:

- (1) Notwithstanding the provision of this by-law, development charges shall not be imposed with respect to:
 - (a) Bona fide farm uses;
 - (b) Places of worship;

- (c) Hospitals;
- (d) College or university buildings;
- (e) Manufacturing uses; and
- (f) Properties within the Brookdale Avenue North Corridor having paid a charge imposed under the *Municipal Act* for the extension of wastewater services to the Brookdale Avenue North Corridor.

~~(g) Complete building permit applications received prior to April 10, 2018 and issued by June 30, 2018 will not be subject to development charges. A complete building permit means that all drawings and plans have been submitted in final form and all fees and charges have been paid.~~

Amount of Charges – Non-Residential

- 3.8 The development charges described in Schedule “B” to this by-law shall be imposed on non-residential uses of lands, buildings or structures and calculated with respect to each of the services according to the total floor area of the non-residential use.

Reduction of Development Charges for Redevelopment

- 3.9 Despite any other provisions of this by-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 60 months prior to the date of payment of development charges in regard to such redevelopment was or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

- (1) in the case of a non-residential building or structure, an amount calculated by multiplying the applicable development charges under subsection 3.8, by the gross floor area that has been or will be demolished or converted to another principal use

provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

Time Timing and Calculation of Payment of Development Charges

- ~~3.10 The development charge for all services be collected at the time of issuance of the second stage of a building permit. Development charges shall be calculated and payable in full in money or by provision of services as may be agreed upon, or by credit granted under the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a development charge applies.~~
- 3.11 Where development charges apply to land in relation to which a building permit is required, the building permit shall not be issued until the development charge has been paid in full.
- 3.12 Notwithstanding subsections 3.10 and 3.11, development charges for institutional developments are due and payable in six installments commencing with the first installment payable on the date of occupancy, and each subsequent installment, including interest, payable on the anniversary date each year thereafter.
- 3.13 Where the development of land results from the approval of a site plan or zoning by-law amendment received on or after January 1, 2020, and the approval of the application occurred within two years of building permit issuance, the development charges under subsections 3.10, 3.11 and 3.12 shall be calculated on the rates set out in Schedule "B" on the date of the planning application, including interest. Where both planning applications apply, development charges under subsections 3.10, 3.11 and 3.12 shall be calculated on the rates, including interest, set out in Schedule "B" on the date of the later planning application.
- 3.14 Interest for the purposes of subsections 3.12 and 3.13 shall be payable on the development charge at the prime lending rate plus 3%.
- ~~3.14~~
- 3.15 Despite subsections 3.10 to 3.14, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable, in accordance with section 27 of the Act.

4. PAYMENT BY SERVICES

- 4.1 Despite the payment required under subsection 3.8, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service to which a development charge relates under this by-law.

5. INDEXING

- 5.1 Development charges imposed pursuant to this by-law shall be adjusted annually, without amendment to this by-law, on the ~~January 1st~~ first day of ~~January~~ each year, in accordance with the prescribed index in the Act.

6. SCHEDULES

- 6.1 The following schedules shall form part of this by-law:

Schedule A – Services Designated in Section 2.1

Schedule B – Non-Residential Development Charges

Schedule C – Map of Brookdale Avenue North Corridor

7. CONFLICTS

- 7.1 Where the City and an owner or former owner have entered into an agreement with respect to land within the area to which this by-law applies, and a conflict exists between the provisions of this by-law and such agreement, the provisions of the agreement shall prevail to the extent that there is a conflict.
- 7.2 Notwithstanding section 7.1, where a development which is the subject of an agreement to which section 7.1 applies, is subsequently the subject of one or more of the actions described in subsection 3.4 (1), an additional development charge in respect of the development permitted by the action shall be calculated, payable and collected in accordance with the provisions of this by-law if the development has the effect of increasing the need for services, unless such agreement provides otherwise.

8. SEVERABILITY

- 8.1 If, for any reason, any provision of this by-law is held to be invalid, it is hereby declared to be the intention of Council that all the remainder of this by-law shall continue in full force and effect until repealed, re-enacted, amended or modified.

9. DATE BY-LAW IN FORCE

9.1 This by-law shall come into effect at 12:01 AM on _____, _____.

10. DATE BY-LAW EXPIRES

10.1 This by-law will expire at 12:01 AM on _____, _____ unless it is repealed by Council at an earlier date.

11. EXISTING BY-LAW REPEAL

11.1 By-law 2018-037 is repealed as of the effective date of this By-law.

PASSED THIS _____ day of _____, _____

Mayor

City Clerk

**SCHEDULE "A" TO BY-LAW
COMPONENTS OF SERVICES DESIGNATED
IN SUBSECTION 2.1**

100% Eligible Services

Wastewater Services

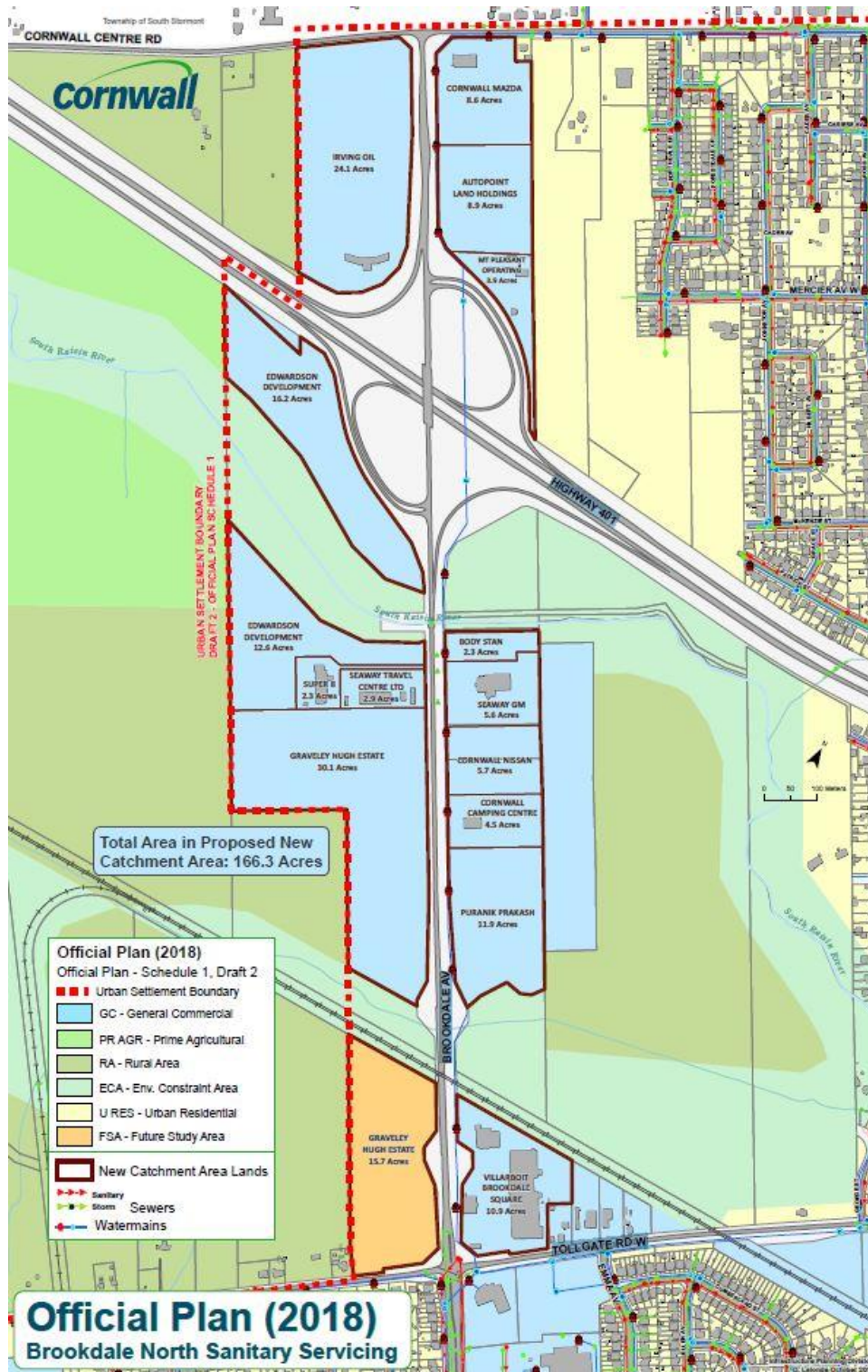
**SCHEDULE B
SCHEDULE OF DEVELOPMENT CHARGES**

Service	NON-RESIDENTIAL
	(per ft ² of Gross Floor Area)
Brookdale Avenue North Corridor Wastewater Services	2018 - \$6.23 2019 - \$6.55 2020 - \$6.80

*Area-Specific DC Rates indexed each year in accordance with the DC Act

Service	NON-RESIDENTIAL
	(per sq.ft. of Gross Floor Area)
Brookdale Avenue North Corridor Wastewater Services	\$7.27

SCHEDULE C **MAP OF BROOKDALE AVENUE NORTH CORRIDOR**



BROOKDALE SQUARE INC.

June 9, 2020

The Corporation of the City of Cornwall
100 Water Street East
Cornwall, ON K6H 6G4

Attn: **Mr. Michael Fawthrop, P. Eng.**
Division Manager, Infrastructure Planning

Re: Information Session Notice, Brookdale Avenue North Sanitary Sewer Extension Project

Dear Mr. Fawthrop:

Thank you for the attached notice sent to us.

As previously written to the City, we do not believe we are a benefiting landowner as we are already connected to full municipal services. Therefore, we do see the need to attend the subject Information Session on June 17, 2020.

Furthermore, we continue to await a response from the City to our letters requesting to be partially compensated for the external traffic lights we had installed - for us, other benefiting private landowners and the City at large.

Sincerely,


Guery Goyp,
President
BROOKDALE SQUARE INC.

BROOKDALE SQUARE INC.

July 16, 2020

The Corporation of the City of Cornwall
100 Water Street East
Cornwall, ON K6H 6G4

Attn: **Mr. Michael Fawthrop, P. Eng.**
Division Manager, Infrastructure Planning

Re: **July 27, 2020 Stakeholder Meeting, Area Specific Development Charges and Municipal Act Capital Charges for the Brookdale Avenue North Corridor, City of Cornwall.**

Dear Mr. Fawthrop:

Thank you once more for the attached notice sent to us.

We understand that the City is undertaking the above initiative to facilitate the Brookdale Ave. N. sewer project.

Unfortunately, we will not be able to attend. As previously written to the City, we do not believe we are a benefiting landowner in this specific sewer project as our property is already connected to full municipal services.

Furthermore, we continue to wait for a response from the City to our four (4) previous letters stating our position and requesting to be partially compensated for the external traffic lights we had installed - for our site, other benefiting commercial landowners and the City at large.

Sincerely,



Guery Goyo,
President

BROOKDALE SQUARE INC.



**DEPARTMENT OF INFRASTRUCTURE
AND MUNICIPAL WORKS**
INFRASTRUCTURE DIVISION
P.O. Box 877
1225 Ontario Street
Cornwall, Ontario, K6H 5T9
613-930-2787, ext. 2209
email: mfawthrop@cornwall.ca

**DÉPARTEMENT DE L'INFRASTRUCTURE ET
DES SERVICES MUNICIPAUX**
DIVISION DE LA PLANIFICATION L'INFRASTRUCTURE
C.P. 877
1225, rue Ontario
Cornwall, Ontario, K6H 5T9
Fax: 613-932-8891
www.cornwall.ca

By email: ggoyo@villarboit.ca; whugo@villarboit.ca;

July 20th, 2020.

Villarboit Development Corporation
500 Cochrane Drive, Unit 4,
Markham, Ontario
L3R 8E2

Attention: Guery Goyo, Villarboit Development Corporation

SUBJECT: Brookdale Ave. North Sanitary Sewer Extension – Brookdale Square

Please accept this letter as the City of Cornwall's formal response to Villarboit Development Corporation/Brookdale Square Inc.'s (Villarboit) letters regarding the Brookdale Avenue North Sanitary Sewer Extension project. The letters submitted to the City by Villarboit state that Villarboit does not consider themselves a benefitting property owner for the project and as a result should not be required to contribute to the project. The letters submitted to the City by Villarboit also request that the City compensate Villarboit for traffic signals that were previously installed on Tollgate Road for Villarboit's Brookdale Square Development site access. In response to Villarboit's letters, please see the City's comments below:

Item #1 – Contribution to the Brookdale Avenue North Sanitary Sewer Extension Project

As indicated to Villarboit during the Site Plan Control process for the Brookdale Square Development, the Brookdale Square property was located within the Brookdale Avenue North Sanitary Sewer Catchment Area and that the Brookdale Avenue North Sanitary Sewer Extension project would proceed at some point in the future. Since the Brookdale Avenue North Sanitary Sewer Extension project was not completed at that time, the Brookdale Square Development did not have a sanitary sewer outlet for the property. As Villarboit wanted to develop the property immediately, the City allowed the Brookdale Square Development to temporarily connect to the Northwestern Sanitary Trunk Sewer Catchment Area. The temporary connection to the Northwestern Sanitary Trunk Sewer Catchment Area was permitted under the following conditions: 1) That the property would connect to the Brookdale Avenue North sanitary sewer once it was made available adjacent to the site; and 2) That the property would be required to make a financial contribution to the Brookdale Avenue North Sanitary Sewer Extension project at the same rate as the other benefitting landowners. The required financial commitment is clearly indicated in the Special Conditions of the Site Plan Agreement between the City of Cornwall and Brookdale Square Inc. (Villarboit), dated June 22nd, 2011, as follows:

- 1) The Owner agrees that a financial contribution which will be set at the same rate as other contributing landowners will be made to a future sanitary sewer and pump station for the Brookdale corridor north of Tollgate Road.

The Site Plan Agreement between the City and Brookdale Square Inc. (Villarboit) is attached for reference. The boundaries of the Northwestern Sanitary Trunk Sewer Catchment Area and the Brookdale Avenue North Sanitary Sewer Catchment Area relative to the Brookdale Square Development site are attached to this letter for reference. As the Brookdale Square property was located outside the Northwestern Sanitary Trunk Sewer Catchment Area, the City would not have allowed the Brookdale Square Development to proceed unless Brookdale Square Inc./Villarboit committed to the Brookdale Avenue North Sanitary Sewer Extension project as noted in the Site Plan Agreement. As such, the City will be disconnecting the Brookdale Square's temporary connection to the Northwestern Trunk Sanitary Sewer and will be connecting the site to the Brookdale Avenue North Sanitary Sewer system as part of the project.

The Cost Recovery Study Update completed by Watson & Associates Economists Ltd. for the Brookdale Avenue North Sanitary Sewer Extension project which was previously circulated to the benefitting property owners, indicates the estimated capital charge being imposed on the Brookdale Square Development property. At the completion of the project, the final project costs will be calculated and will be apportioned to the benefitting property owners which includes the Villarboit/Brookdale Square property.

Item #2 – Tollgate Road Traffic Signals Installed for the Brookdale Square Development

The letter submitted by Villarboit in response to the Brookdale Avenue North Sanitary Sewer Extension project also indicates that Villarboit is now requesting cost recovery from the City for the traffic signals that were installed at the intersection of Tollgate Road and the Brookdale Square site access as part of the Brookdale Square Development. The traffic signals were installed in 2012 as part of the Service Extension Agreement between the City of Cornwall and Brookdale Square Inc. which also included the necessary road improvements/widening of Tollgate Road in order to accommodate the development of the site. In 2013/14, the City completed the installation of the traffic signals on behalf of Brookdale Square Inc./Villarboit using the Letter of Credit provided to the City as part of the Service Extension Agreement as Brookdale Square Inc./Villarboit did not complete the installation and rectify deficiencies within the required timeframe.

As the Traffic Impact Study completed by BA Consulting Group Ltd. on behalf of Villarboit/Brookdale Square Inc. for the Brookdale Square Development indicates, the existing Tollgate Road and secondary Home Depot entrance operated with a Level of Service A & B under existing traffic conditions prior to the Brookdale Square Development. As such, traffic signals were not warranted under the existing traffic conditions at the intersection of Tollgate Road and Home Depot's secondary entrance prior to the addition of Brookdale Square's site access. The Home Depot site access from Tollgate Road is a secondary access for the site and has low traffic volumes which did not warrant traffic signals.

The Traffic Impact Study for the Brookdale Square Development recommended that traffic signals be installed at this location due to the anticipated traffic volumes expected to be generated by the Brookdale Square Development. As previously indicated, the intersection did not require traffic signals prior to the Brookdale Square Development. As the Brookdale Square Development generated the warrants for the traffic signals in order to provide suitable access to the site as indicated in the Traffic Impact Study, the development is responsible to install the necessary infrastructure to service the site. Any infrastructure necessary to service a proposed development including traffic signals, is responsibility of the developer. As such, the City will not be contributing to the traffic signals previously installed for the Brookdale Square Development. The City does not contribute to the installation of traffic signals which are required to provide access to private developments.

Should you require any additional information regarding the project and/or Villarboit/Brookdale Square Inc.'s contribution to the project, please do not hesitate to contact the undersigned.

Yours truly,



Michael Fawthrop, P.Eng.
Division Manager, Infrastructure

MF:mf

cc. Bill de Wit, CET, General Manager, Infrastructure & Municipal Works

Attach. Brookdale Square Inc. & City of Cornwall – Site Plan Agreement
Northwestern Sanitary Trunk Sewer – Catchment Area
Brookdale Avenue North Sanitary Sewer – Catchment Area

P:\Brookdale Ave. North Sewer Extension\Villarboit\Brookdale Ave North Sanitary Sewer Extension - Villarboit Brookdale Square - Letter.docx

FOR OFFICE USE ONLY

TABLE OF SCHEDULES

Schedule "A" - Description of Lands

Schedule "B" - Site and Landscaping Plan

DATED: June 22nd, 2011

3

BROOKDALE SQUARE INC.

-AND -

THE CORPORATION

OF

THE CITY OF CORNWALL

SITE PLAN AGREEMENT

THIS AGREEMENT made the 22nd day of June A.D., 2011

BETWEEN:

BROOKDALE SQUARE INC.

Hereinafter called the "**OWNER**"

(OF THE FIRST PART)

AND

THE CORPORATION OF THE CITY OF CORNWALL

Hereinafter called the "**CITY**"

(OF THE SECOND PART)

WHEREAS the Owner is the owner of certain lands and premises in the City of Cornwall, described in Schedule "A" to this agreement, and have applied to the City for a building permit.

AND WHEREAS the Owner is desirous of developing a project on the lands as set out in Schedule "A" in accordance with the Site and Landscaping Plan as set out in Schedule "B" attached hereto.

AND WHEREAS the Council of the City of Cornwall or its appointed officer under Bylaw No. 140-81 has approved the said application, subject to the terms and conditions hereinafter set forth.

AND WHEREAS as the City has certain requirements it deems necessary to be filed before the registration of any plan to the development of the project.

NOW THIS AGREEMENT WITNESSED that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada paid by the City to the Owner, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereby covenant, promise and agree with the City as follows:

1. The parties mutually agree that the lands to be subject to this agreement are the lands described in Schedule "A" attached hereto.
2. The Owner further agrees that the proposed building(s) and other works including landscaping detail specified in the Schedules attached hereto which form a part of this agreement shall be erected in conformity with the said

Schedules hereto to the satisfaction of the City. No buildings or other works shall be erected on the said lands other than those erected in conformity with the said Schedules. It is understood and agreed that written authority of the City shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedule. It is further understood and agreed that if construction of the building(s) has not commenced within one year of the date of registration of this agreement, the approval herein may be revoked and the Owner may be required to submit a new application for approval by the City prior to any buildings or other works being constructed.

3. The Owner further agrees to grant unto the City, the Electric Utility Companies and Bell Canada such easements and widenings as are deemed necessary by these authorities at no cost to the City. It is understood that such grant of easement or widening documents as detailed in Schedule "B" to this agreement shall be delivered to the City within 6 months of the execution of this agreement by the City.
4. The City shall charge an application of \$350.00 for processing of this agreement and as part of that fee may cause this agreement to be registered on the lands to which this agreement applies immediately after the execution of this agreement and before the registration of any other instrument.
5. The Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.
6. It is further agreed that all matters and things required to be provided in this Agreement shall be provided within twelve months of occupancy of the building(s) and so continually maintained by the Owner at their sole risk and expense and to the satisfaction of the City. If, in the sole opinion of the City, the Owner has defaulted in the providing or maintaining of such matters and things, the Owner shall rectify, to the satisfaction of the City, all such matters and things as are in default within thirty (30) days of mailing of a notification by the City addressed to the Owner at their last known address or within a time deemed

6

reasonable by the City and stipulated in writing. If, in the opinion of the City, the Owner has not rectified all such matters and things as are in default after said stipulated time period, the City may, at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. Actual cost incurred by the City in carrying out such matters and things shall be recovered using the letter of credit required to be deposited with the Planning Division as per Section 19 of the agreement, and/or additional costs may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 469 of the Municipal Act. .R.S.O. 1970, Chapter 241.

7. The following Schedules are attached hereto and form part of this agreement:

Schedule "A" - Description of lands

Schedule "B" - Site and Landscaping Plans

8. That during the course of construction on the site and until the work is finally completed and cleaned up, the Owner will take all reasonable care to see that persons in the area are protected from dust, noise and traffic and safeguarded against open excavations and other hazards. The Owner will promptly carry out any directions given in this regard by the Municipality.
9. The Owner will take all reasonable steps to prevent damage being caused to existing public highways or other public works leading to the project by persons or vehicles employed by the Owner or others in the course of the development of the project.
10. The Owner agrees to construct to the satisfaction of the City; fences, hedges, parking, accesses, aisles, landscaping, berms, signs and lighting, in conformity with and in the locations shown on the attached approved site plan as shown on Schedule "B" attached hereto and forming part of this agreement.
11. The Owner agrees to construct only one-free standing sign per property unless on a corner lot. A changeable message board to be restricted to 25% of the sign's overall sign face area. Other free-standing message boards or read-o-graphs **will not be permitted.**

12. The Owner further agrees that the accesses to and from the property shall be restricted to those accesses as shown on the Site and Landscaping Plan and only those accesses.
13. The Owner agree to grade the site and construct the rip-rap rock and retaining walls, swales, size and gauge of metal culverts, in conformity with and in the locations shown on the attached approved Site and Landscaping plan attached hereto as Schedule "B" and forming part of this agreement.
14. It is understood and agreed that the Owner shall landscape and maintain the lands herein described in accordance with the Site Plan attached hereto as Schedule "B" and forming part of this agreement. It is further agreed that the Owner shall maintain in a neat and orderly appearance the road allowance abutting the subject lands. The Owner further agree to restore the subject property to a neat and orderly appearance such that the property does not constitute a visual hazard and nuisance.
15. It is further understood and agreed that all exterior areas including walkways, lanes, parking spaces, landscaped areas and parking islands shall not be encumbered with any permanent display, sign, or activity other than that which is shown on Schedule "B" attached hereto and forming part of this agreement. Notwithstanding any of the foregoing, signage for Federal, Provincial and/or Municipal agencies shall be permitted.
16. The Owner shall remove from the property all snow which has accumulated on the site and which creates a hazard to the individual and which leads to a deficiency in number of required parking spaces.
17. It is hereby understood and agreed that the City will have no responsibility to install any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any provincial or municipal law or bylaws. In cases where such an extension of municipal services is required, the work shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation of such municipal services.

18. The Owner shall make all necessary arrangements for the storage, collection and removal of garbage on a regular basis to the satisfaction of the City. It is further understood and agreed that the Owner shall arrange for separate service contracts with private garbage haulers to transport such garbage to an approved landfill site. The City reserves the right to direct that the garbage storage facility be relocated should said facility become a nuisance to neighbouring properties by reason of fumes, odour or seepage; additionally, said facility is to be constructed as part of the building or be sympathetic in design to the building, if remotely located.
19. No building permit or permits will be issued by the City until an irrevocable letter of credit from a Canadian chartered bank is deposited with the Planning Division to the amount of \$25,000.
20. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns of the parties hereto respectively, and all covenants and agreements herein contained assumed by or imposed upon the Owner is deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and whenever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used whereby the context or the party of parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary had been made.
21. This agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
22. The Owner agrees that all parking lots shall be surfaced and the driveways and parking lots shall be curbed as shown on Schedule "B" attached hereto and forming part of this agreement.
23. The Owner understands the stormwater quality structure or facility will require repair and maintenance to operate effectively. The owner agrees to repair/maintain the structure/facility to its original condition when needed or

9

minimally in accordance with the manufactures or designers suggested maintenance interval. Maintenance shall included but not be limited to sediment and hydrocarbon removal, filter replacement, and vegetation replacement. (all where applicable)

24. Any notice or demand that may be given shall be in writing and, unless personally delivered, shall be sent by prepaid registered post mailed to the Owner at:

GUERY R. GOYO
151 SPINNAKERWAY, UNIT 5
VAUGHAN, ONTARIO
L4K 4C3

To the City at:

THE CITY OF CORNWALL
PLANNING, PARKS AND RECREATION
P.O. BOX 877
100 WATER STREET EAST, 2ND FLOOR
CORNWALL, ON K6H 5T9
ATTENTION: SITE PLAN CONTROL COORDINATOR

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals as attested by their duly authorized officers in that behalf the day and year above written.

SIGNED, SEALED AND DELIVERED

PER: _____

GUERY R. GOYO

(I) WE HAVE THE AUTHORITY TO BIND THE CORPORATION

PER: THE CORPORATION OF THE CITY OF CORNWALL

PER: _____

MAYOR

PER: _____

CLERK

PER: WE HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A"

All and singular that certain parcel or tract of land and premises, situated, lying and being in the City of Cornwall, in the County of Stormont, and in the Province of Ontario being composed of Part of the West ½ of Lot 12 Concession 3 Being PIN# 60200-0012(LT) together with Part of the East ½ of Lot 12 Concession 3 Being Part 1 on 52R-7301 PIN# 60200-0013(LT) in the City of Cornwall deposited in the Registry Office for the Registry of the County of Stormont.

SCHEDULE "B"

This agreement is based on the Site Plan approved by the Site Plan Control Officer of the City for this development, (red lined/initialled) being drawing No. SP1A, revision # 3 dated July 2011, prepared by PDA Architects received in the Planning Division on May 6th, 2011 as submission # 3.

A copy of this drawing may be viewed during regular working hours at the City of Cornwall Municipal Office of the City Clerk, at 360 Pitt Street.

This drawing forms part and parcel of this agreement. *(List all drawings)*

C1.1 Site Servicing Plan June 21st 2011 Sub 4

C1.2 Site Grading Plan June 21st 2011 Sub 4

C1.3 STWM Plan June 21st 2011 Sub 4

C1.4 OPSD'S June 21st 2011 Sub 4

C1.5 OPSD'S June 21st 2011

C1.6 CN Ditch Grading June 21st 2011 Sub 4

Data Matrix Feb 07 2011 Sub 2

FIG 1.2 Fire Hydrant Coverage May 10 2011 Sub 3

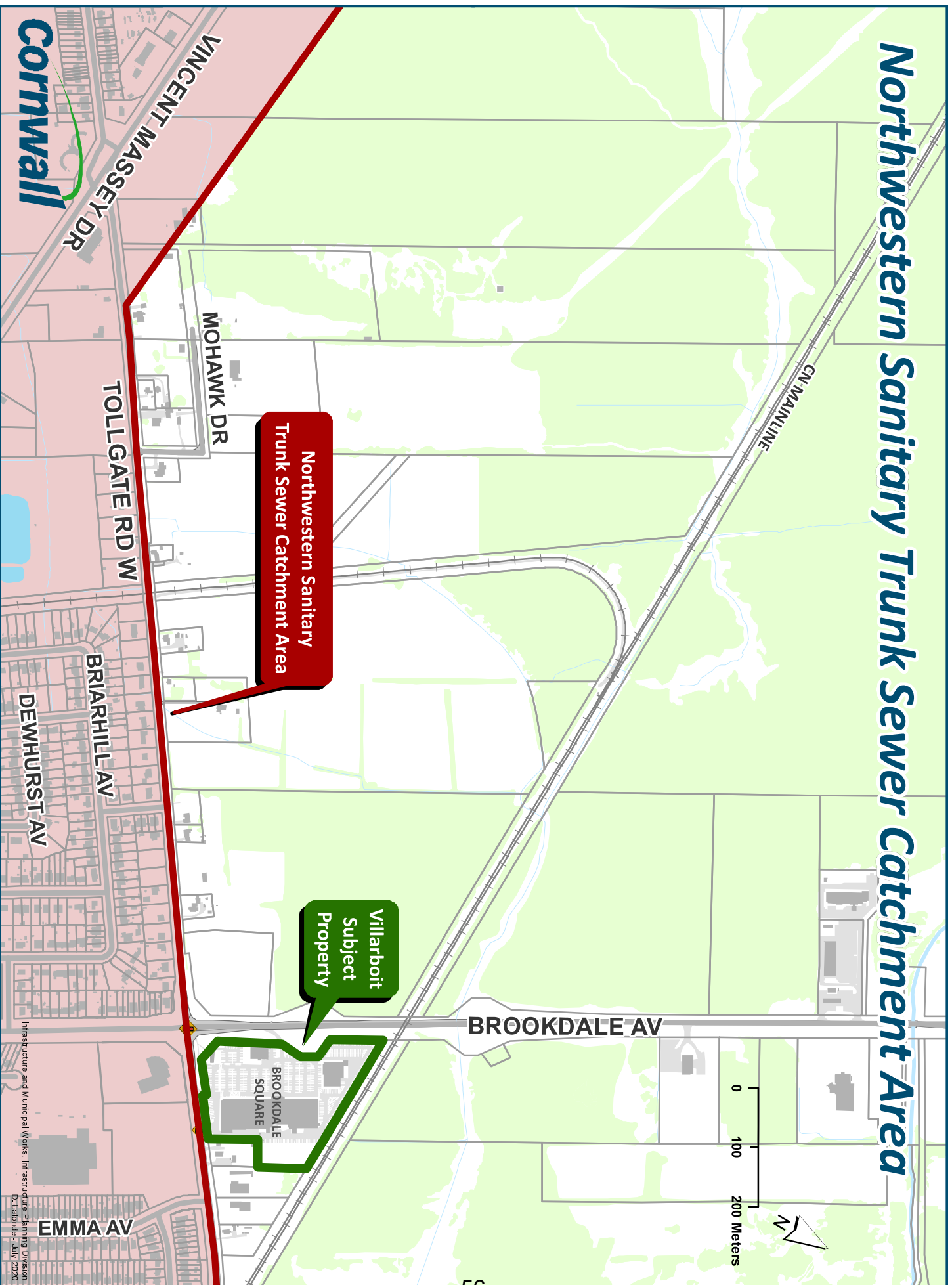
SI-1 Calculated Site Lighting Plan May 6 2011 Sub 3

L1 & L2 Landscape Plan Feb 07 2011 Sub 2

SPECIAL CONDITIONS

- 1) The Owner agrees that a financial contribution which will be set at the same rate as other contributing land owners will be made to a future sanitary sewer and pump station for the Brookdale corridor north of Tollgate Road
- 2) The Owner agrees that if CN does not grant permission to allow the overflow from the Storm Water Management Facility to outlet onto their lands the owner will ensure that the proposed alternative to install a generator for backup power in order to allow any overflow to be discharged into the municipal system from Brookdale Inc.'s lands will be incorporated and the owner will have to apply for a Site Plan amendment
- 3) The Owner agrees that a service extension agreement between the City of Cornwall and Brookdale Square Inc. will be finalized by July 30th, 2011
- 4) The Owner agrees that all elements associated with the service extension agreement will be completed prior to occupancy or to the satisfaction of the City's Traffic Engineer and Site Plan Officer

Northwestern Sanitary Trunk Sewer Catchment Area



Northwestern Sanitary
Trunk Sewer Catchment Area

Villarboit
Subject
Property

Cornwall

South Raisin River

URBAN SETTLEMENT BOUNDARY
DRAFT 2 - OFFICIAL PLAN SCHEDULE 1

HIGHWAY 401

BROOKDALE AV

24.1 Acres

8.6 Acres

12 Acres

13.5 Acres

12.6 Acres

2.3 Acres

2.9 Acres

12.6 Acres

7.9 Acres

2.9 Acres

7.4 Acres

13 Acres

11.7 Acres

0.2 Acres

11.1 Acres

5.5 Acres

VILLARBOIT
BROOKDALE
SQUARE
10.9 Acres

Villarboit
Subject
Property

0 50 100 Meters

South Raisin River

MERCIER AV W

CADEB AV

FORESDALE CR

CARRIERE AV

ROSS AV

JOHNSON AV

McKENZIE ST

BRACE ST

PATRICK ST

GEORGE ST

TOLLGATE RD W

EMMA AV

CUMBERLAND ST

Ownership Information Brookdale North Sanitary Servicing