



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

(8) This Document provides as follows:

To: The Land Registrar for the Land Titles Division of Stormont County.

We The Corporation of The City of Cornwall have an interest in the lands registered in the name of Brookdale Square Inc. in respect of the land registered as PART OF PIN # 60200-0012 & PIN # 60200-0013

HEREBY apply under Section 71 of the Land Titles Act for the entry of a Notice of Site Plan Agreement in the register for the said parcel.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) _____

(10) Parties (Set out Status or Interest)

Name(s)

CORPORATION OF THE CITY OF CORNWALL

Signature(s)

B.Kilger (Mayor)

Date of Signature
Y M D

We have authority to bind the Corporation

D. Labelle-Gélinas (Clerk)

(11) Address for Service P.O. Box 877, Cornwall, Ontario K6H 5T9

(12) Party(ies) (Set out Status or Interest)

Name(s)

BROOKDALE SQUARE INC.

Signature(s)

Guery R Goyo

Date of Signature
Y M D

We have authority to bind the Corporation.

(13) Address
for Service

(14) Municipal Address of Property

501 Brookdale Avenue.

Cornwall, ON

(15) Document Prepared by:

Karl Doyle
Zoning & Site Plan Control Coordinator
100 Water St., 2nd Floor
Cornwall, ON K6H 6G4

Fees and Tax

Registration Fee

Total

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

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

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

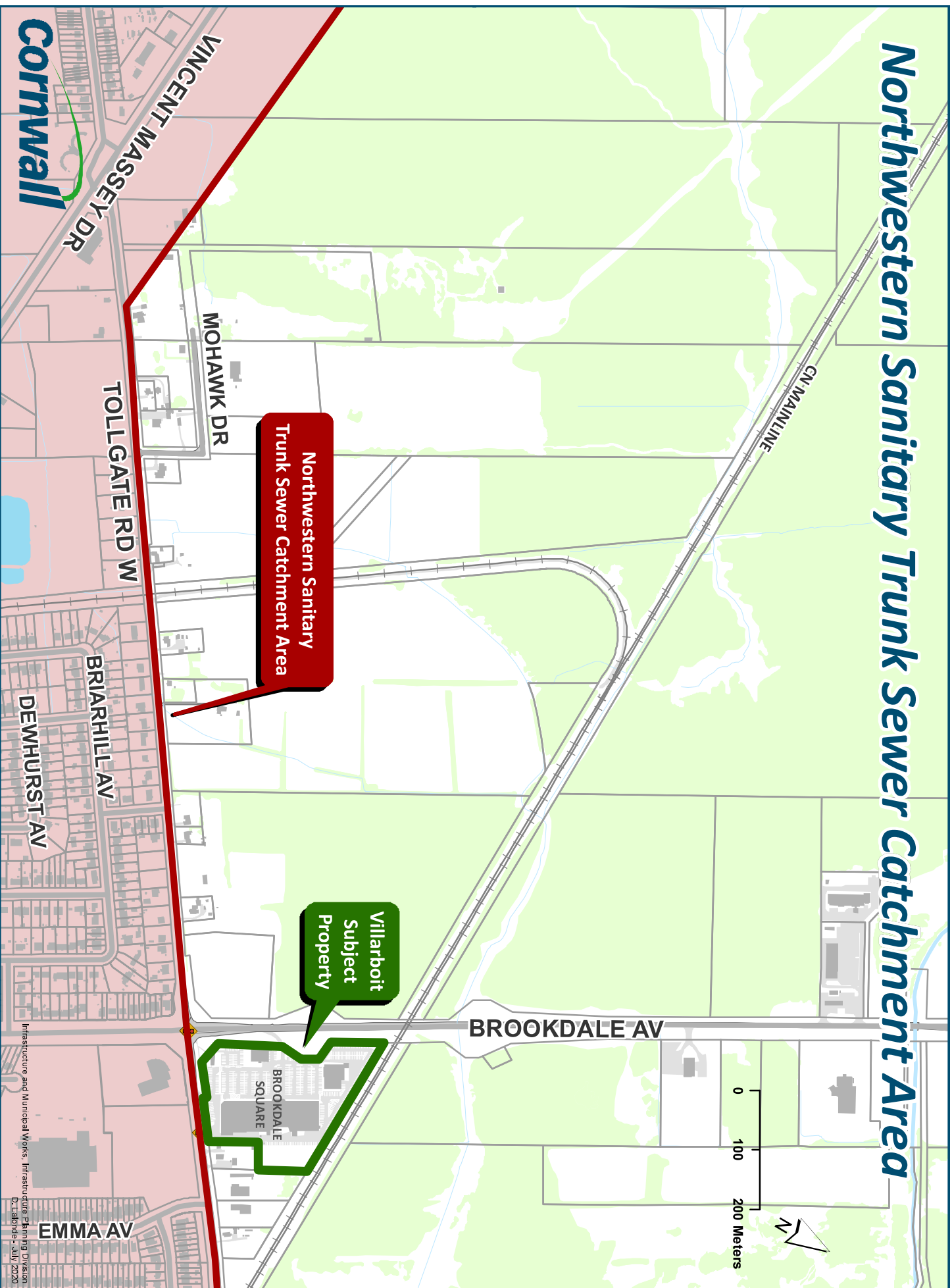
SI-1 Calculated Site Lighting Plan May 6 2011 Sub 3

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



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

13 Acres

7.9 Acres

2.9 Acres

7.4 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

HILBERT AV

BRACE ST

PATRICK ST

GEORGE ST

Official Plan

- Urban Settlement Boundary
- GC - General Commercial
- PR AGR - Prime Agricultural
- RA - Rural Area
- ECA - Env. Constraint Area
- U RES - Urban Residential
- FSA - Future Study Area
- New Catchment Area Lands

Ownership Information
Brookdale North Sanitary Servicing