



**CORPORATION OF THE  
MUNICIPALITY OF NORTH GRENVILLE**

**MINUTES**

**Committee of the Whole Meeting No. 6**

**Held in the Municipal Centre, 285 County Road 44  
On Monday, April 4<sup>th</sup>, 2011 at 6:30 p.m.**

**PRESENT:**

Mayor:	David Gordon
Deputy Mayor:	Ken Finnerty
Councillor:	Terry Butler
Councillor:	Tim Sutton
Councillor:	Barb Tobin
Deputy Clerk:	Heather Render
Treasurer:	Sheila Kehoe
Director of Planning & Development:	Forbes Symon
Director of Public Works:	Karen Dunlop

Mayor David Gordon declared the meeting open.

**DISCLOSURE OF INTEREST**

None

**APPROVAL OF MINUTES**

Moved by Terry Butler and seconded by Barb Tobin that the attached copies of minutes, being replicas of those recorded in the Minute Book of the Municipality, of the Committee of the Whole Meeting of March 21, 2011, similar copies having been distributed to each Committee member for their perusal, are hereby approved.

CARRIED

**PUBLIC WORKS**

Deputy Mayor Ken Finnerty took the Chair at 6:31 p.m. for this portion of the meeting.

**REPORTS**

**1. Pitch-in Canada Week - April 16-24, 2011**

Karen Dunlop presented an overview of the recommendation from the Waste Reduction Committee to participate in Pitch-in Canada Week. There will be sign in sheets at the Sustainability Fair. Councillor Tobin requested a report on the results of this initiative. A resolution was presented and recommended to Council for approval. (See Resolutions A.)

**GENERAL BUSINESS**

1. Karen Dunlop advised that half loads are in effect.

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2. Karen Dunlop advised that tenders are being requested for surface treatment and for paving.
3. Councillor Sutton advised that the light at the boat ramp needs repair. Karen Dunlop advised that the light has been disconnected until repairs can be made.

**PLANNING & DEVELOPMENT**

Councillor Tim Sutton took the Chair at 6:35 p.m. for this portion of the meeting.

**REPORTS**

1. **Notice of Public Meetings**  
Forbes Symon advised of three Public Meetings for planning applications to be held Monday, April 11<sup>th</sup> at 7:00 p.m. The first is for 25 Memory Lane to permit a temporary use on the site. The second is an Official Plan amendment for Part Lot 20, Concession 6, former Township of Oxford-on-Rideau to re-designate Mineral Aggregate to Rural in order to abandon the gravel pit licence and permit rural uses. The third is for the same property to amend the zoning from Special Rural Pit to Rural.
2. **Colonnade Block 7 - Plan of Subdivision - Proposed Conditions of Approval**  
Forbes Symon advised that a public meeting was held on March 28<sup>th</sup> for a plan of subdivision for a business park. No comments or concerns were raised at the public meeting. Councillor Butler asked why another traffic study is requested. Mr. Symon advised that the proposed development is slightly different in size than six years ago. Councillor Butler requested clarification on whether the Municipality is asking for parkland or cash in lieu. Mr. Symon advised we would request cash in lieu. The draft conditions will be discussed at the Development Review Team meeting of April 7<sup>th</sup> and brought forward to Council on April 11<sup>th</sup>. Some changes may occur. A resolution was presented and recommended to Council for approval. (See Resolutions B.)

**GENERAL BUSINESS**

1. Forbes Symon advised that staff are working with eQuinelle for Part Lot Control, which may come forward to Council on April 11<sup>th</sup>.
2. Forbes Symon presented an update on the Integrated Trails Strategy. More than 480 surveys were completed. The project was on time and on budget. There will be a booth at the Sustainability Fair promoting the Strategy.
3. Deputy Mayor Finnerty asked for clarification regarding the sign for Stanley Fields that says the homes are starting at \$95,000 not \$120,000 as stated before. Forbes Symon advised that there will now be smaller units to address requests from prospective purchasers.
4. Forbes Symon advised that he and Darren Patmore will be meeting on Wednesday, April 6<sup>th</sup> with residents of Settlers Grant Subdivision and on Thursday, April 7<sup>th</sup> with residents of Glengables Village Subdivision to discuss parklands in the subdivisions. The Green Spaces Policy will be followed. Proposals include a modest park facility.
5. Sheila Kehoe advised that the new Library has received a partial occupancy permit.

**RESOLUTIONS**

- A. Moved by Barb Tobin and seconded by Terry Butler that the Committee of the Whole recommend to Council that April 16<sup>th</sup> to 24<sup>th</sup>, 2011, be proclaimed as "Pitch-in Canada Week" in the Municipality of North Grenville.

CARRIED

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- B. Moved by David Gordon and seconded by Ken Finnerty that the Committee of the Whole recommend that Council approve of the proposed Draft Plan of Subdivision in Part Lots 29 and 30, Concession 3, Geographic Township of Oxford-on-Rideau (Colonnade Development Incorporated) to the United Counties of Leeds & Grenville, subject to the following conditions:
1. The Owner acknowledges and agrees that this approval relates to the draft plan dated February 4<sup>th</sup> 2011, prepared by Annis, O'Sullivan, Vollebek Ltd., Ontario Land Surveyors, which shows a total of 2 business park Blocks, 4 road-related Blocks and one (1) Street, to be developed on full municipal services, subject to the conditions with respect to approval of subdivision as set out herein and within the subdivision agreement.
  2. The Owner acknowledges and agrees that this Draft Approval is granted for a period of thirty-six (36) months from the date of Draft Approval, at the end of which should the Plan of Subdivision not be registered, said Draft Approval shall lapse. This shall be to the satisfaction of the Municipality of North Grenville and the United Counties of Leeds and Grenville.
  3. The Owner acknowledges and agrees that extension of the Conditions of Draft Approval may be sought from the United Counties of Leeds and Grenville; said Draft Approval may be extended for additional periods not to exceed thirty-six (36) months and shall be granted only with the concurrence of, and to the satisfaction of, the Municipality of North Grenville.
  4. The following engineering reports/plans apply to this subdivision and, except where otherwise directed in writing by the Municipality, the development of this subdivision, the construction of all works, and the use by the Owner of the lands within the subdivision will be in accordance with these engineering reports, as satisfactorily amended or modified to the Municipality's requirements, as secured in the subdivision agreement:
    - a) "Planning Rationale Report" (December 2006) prepared by Novatech Engineering Consultants Ltd.
    - b) "Transportation Impact Study" (April 2005) prepared by Novatech Engineering Consultants Ltd.
    - c) "Kemptville Crossing - Revised Traffic Impact Study" (as revised at August 2007) prepared by Novatech Engineering
    - d) "Kemptville Crossing - Traffic Analysis - Phase 2 Build-out Conditions" (10 February 2011) prepared by Novatech Engineering
    - e) "Serviceability & Stormwater Management Report" (as revised at February 2008) prepared by DME
    - f) "Serviceability & Stormwater Management Report - Phase 2" (24 January 2011) prepared by DME
    - g) "Natural Environment Review" (15 January 2007) prepared by Muncaster Environmental Planning
  5. The Owner covenants and agrees to dedicate to the Municipality the proposed street, as shown on the plan, as a public highway to the satisfaction of the Municipality of North Grenville.
  6. The Owner covenants and agrees that the street shall be named to the satisfaction of the Municipality of North Grenville, and that the street name shall be cross referenced to confirm that no conflicts exist with emergency services and the 911 system. Acceptance of the street name shall be done by way of passing of a municipal council resolution or by-law in support of the proposed names.
  7. The Owner covenants and agrees that paved temporary turning circles shall be provided at the end of all streets that are not looped and at locations identified by the Municipality. These shall be conveyed to the Municipality until the extension of the road allowance and such Blocks shall be conveyed without charge to the Owners of abutting lots. This shall be to the satisfaction of the Municipality of North Grenville.

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8. The Owner acknowledges and agrees that water system and sewage treatment plant capacity shall be allocated by the Municipality of North Grenville for a limited period of time. Immediate capacity shall be allocated to the Owner for a period of twenty-four (24) months from the date of registration of the subdivision agreement. The development of subsequent Blocks will be contingent on the availability of servicing capacity as identified by the Municipality. Should Building Permits for the development of the initial Blocks not be issued within this time-frame, the Municipality of North Grenville reserves the right to renegotiate any and all servicing and phasing agreements with the Owner. This renegotiation of servicing and phasing arrangements may include, but not be limited to, the repayment to the owner of all payments for water system and sewage treatment replacement capacity and the cessation of development until the Municipality determines, to its sole satisfaction that sufficient capacity is available and may be allocated to this development. Prior to the development recommencing, subsequent renegotiated agreement(s) shall be entered into with regard to servicing and phasing, to the satisfaction of the Municipality of North Grenville.
9. The Owner acknowledges and agrees that the Municipality shall implement whatever measures necessary to address the phasing of capacity. These measures may include, but not be limited to, separate development agreements or implementation of "h" symbols in any implementing zoning by-law in accordance with Section 36(1) of the Planning Act. This shall be to the satisfaction of the Municipality of North Grenville.
10. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall provide for the development of the following related requirements and all other requirements related but not listed hereunder, to the satisfaction of the Municipality of North Grenville: the required water supply, water storage, water distribution, wastewater collection, wastewater pumping, wastewater transmission and discharge to the wastewater treatment plant subject to the satisfaction and approval of the Municipality of North Grenville and the Ministry of Environment and furthermore, shall provide for the Municipality to assume ownership and operation of the systems in a manner satisfactory to the Municipality of North Grenville.
11. The Owner acknowledges and agrees that the subdivision agreement shall contain provisions for connection to the Municipality's sewage treatment plant and water system, and addressing related matters of financial securities, facilities to be provided, inspections, timing of assumption of the services, timing of payment for all related costs, and timing and availability of sewage treatment plant capacity and water system capacity. These costs would include but not be limited to engineering design and/or review, construction and/or approval costs, legal, surveying, planning fees, as well as any costs related to replacing the capacity at the sewage treatment facilities or within the municipal water systems. This shall be to the satisfaction of the Municipality of North Grenville.
12. Prior to final approval the Municipality is to advise the approval authority that matters such as financial securities, facilities to be provided, inspections, timing for assumption of services and operation of facilities by the Municipality and any other such conditions have been set out in the subdivision agreement in a manner that is satisfactory to the Municipality of North Grenville.
13. The Owner covenants and agrees to convey appropriate lands and easements associated with water and sewage services, utilities and drainage structures to the Municipality and that such lands will be transferred or easements registered to the satisfaction of the Municipality of North Grenville.
14. The Owner covenants and agrees that prior to final approval the Owner shall submit a copy of the proposed grading and drainage plan to the Municipality, the County and the Rideau Valley Conservation Authority showing the intended treatment and stormwater runoff, all to the satisfaction of the Municipality of North Grenville and the Conservation Authority.

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15. The Owner covenants and agrees that prior to registration of the subdivision agreement, the Owner shall submit to the Municipality of North Grenville and United Counties of Leeds and Grenville a traffic report containing anticipated peak hour turning volumes at all proposed street entrances to the development. The Owner further covenants that the subdivision agreement will contain provisions in respect of responsibilities for street entrances, highway related improvements, intersection control and drainage works. This shall be to the satisfaction of the Municipality of North Grenville and the United Counties of Leeds & Grenville.
16. The Owner covenants and agrees that "no exit" and open sides of road allowances created by this draft plan shall be terminated in a 0.3 m reserve to be conveyed to, and held in trust, by the Municipality. This shall be to the satisfaction of the Municipality of North Grenville.
17. The Owner covenants and agrees that the Owner shall convey up to 2% of the land included in the plan to the Municipality for municipal park purposes or cash in lieu of parkland shall be payable to the Municipality. This shall be to the satisfaction of the Municipality of North Grenville.
18. The Owner covenants and agrees that prior to registration of the plan of subdivision, the proposed plan of subdivision shall conform with a zoning by-law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Ontario Municipal Board exhausted. This shall be to the satisfaction of the Municipality of North Grenville.
19. The Owner covenants and agrees that the subdivision agreement shall contain provisions whereby the Owner agrees to enter into an agreement with Hydro One and other utility companies for the provision of services to the development, and shall transfer such easements as and when required. This shall be to the satisfaction of the Municipality of North Grenville.
20. The Owner covenants and agrees to ensure that no entranceway is located within 3.0 metres of a fire hydrant and it will respect this requirement when establishing the building location and entranceway locations. The Owner agrees that in the event it sells lots to a builder, it will make the builder aware of this requirement. This shall be to the satisfaction of the Municipality of North Grenville.
21. The Owner acknowledges and agrees that the subdivision agreement between the Owner and the Municipality shall contain the following provision, with wording satisfactory to the Municipality, wherein the Owner agrees that before commencing any grading or construction on any lot, to have prepared the following detailed reports, drawings and plans acceptable to the municipality:
  - a) plans showing the existing and proposed final grades and elevations (subsequent detailed site plans for each individual lot shall adhere to the approved subdivision grading and drainage plans);
  - b) a landscape plan, which includes an inventory and evaluation of existing site vegetation and detailed landscaping recommendations and design, to the satisfaction of the Municipality of North Grenville;
  - c) a final Stormwater Management Plan to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville, which will address the means whereby the storm drainage will be accommodated, the means whereby erosion and siltation will be contained and minimized both during and after construction, the measures to control the quality and quantity of runoff from the site, and all other drainage concerns from the Rideau Valley Conservation Authority and the Municipality of North Grenville.

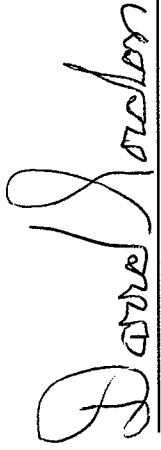
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22. The Owner covenants and agrees that the subdivision agreement shall contain provisions requiring the Owner to agree to and comply with, the Municipality's requirements concerning the construction of the development, landscaping, parking facilities, access for fire protection and maintenance of facilities. This shall be to the satisfaction of the Municipality of North Grenville, which shall be implemented through subsequent site plan control agreements.
23. The Owner acknowledges and agrees that the subdivision agreement between the Owner and the Municipality shall contain provision for implementation of the grading/drainage/ development plan and the municipality shall not issue building permits until the drainage and grading has been certified and received Preliminary Approval by the Municipality's engineer in accordance with the approved plan and specifications. At the discretion of the Municipality, building permits may be issued prior to the installation of asphalt and Preliminary Approval. This shall be to the satisfaction of the Municipality of North Grenville.
24. The Owner agrees that the subdivision agreement shall contain provisions for implementation of the grading/drainage/development plan and the Municipality shall not issue final Occupancy Permits until the drainage and grading relating to the specific lot being developed, has been certified as completed by the Municipality's engineer in accordance with the approved plans and specifications.
25. The Owner covenants and agrees to pay development charges (lot levies) prior to the issuance of any building permits and acknowledges and agrees that the Municipality will not issue permits unless the said charges have been paid. This shall be to the satisfaction of the Municipality of North Grenville.
26. The Owner covenants and agrees that notice shall be placed on title of the lots which shall contain the following clauses:
  - a) *"The Owner agrees to implement (construct, maintain, operate or transfer ownership if applicable) the "Final Stormwater Management Plan" and undertake appropriate erosion and sediment control during all phases of site preparation and construction in accordance with best management practices."*
  - b) *"The Owner acknowledges that groundwater source an/or closed-loop heat pumps may cause contamination or depletion of the groundwater resource, and therefore may not be permitted within this development."*
27. The Owner covenants and agrees to obtain such permits as may be required from municipal or provincial authorities and will file copies thereof with the Municipality. This shall be to the satisfaction of the Municipality of North Grenville.
28. The Owner acknowledges and agrees that all works shall be in accordance with the Municipal Standards which are in place at the time of construction of the works which may require revisions to the existing plans and/or revised studies.
29. The Owner acknowledges and agrees that the subdivision agreement between the Owner and the Municipality shall be registered against the lands to which it applies once the plan of subdivision has been registered. This shall be to the satisfaction of the Municipality of North Grenville.
30. The Owner acknowledges and agrees that the subdivision agreement between the Owner and the Municipality shall contain provisions whereby the front-end costs of any off-site infrastructure services which will benefit any third parties, will be credited back to the Owner in a form agreed upon by the Parties in the subdivision agreement.

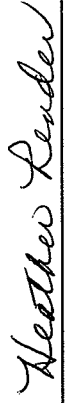
CARRIED

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The Meeting adjourned at 6:52 p.m.



DAVID GORDON  
Mayor



HEATHER RENDER  
Deputy Clerk