
<u>Committee Members</u>	<u>Areas of Responsibility</u>	
Councillor J. Baker, Chair	Economic Development	Vision 20/20
Councillor M. Kalivas	Planning	* Community Council
Councillor S. Williams	Chamber of Commerce	* Downtown Revitalization
Mayor D. Henderson,	DBIA	* Industry Advisory
Ex-Officio	Heritage Brockville	* Tourism Advisory

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NEW BUSINESS - REPORT FROM MEMBERS OF COUNCIL

CONSENT AGENDA

29March2010

REPORT TO ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE – 06APRIL 2010

2010-049-04

**INTERAGENCY AGREEMENT WITH
THE STATE OF WASHINGTON
FOR INSPECTION OF
FACTORY ASSEMBLED STRUCTURES**

**M. PASCOE MERKLEY
DIRECTOR OF PLANNING**

RECOMMENDED

THAT the Mayor and Clerk be authorized to execute an Interagency Agreement with the State of Washington to provide for inspection authority over factory assembled structures built in Brockville.

PURPOSE

To provide the authority necessary to the Mayor and Clerk to enter into an Agreement with the State of Washington to accept delegated authority from the State of Washington for inspection of factory assembled structures constructed by Maple Leaf Environmental Equipment in Brockville.

BACKGROUND

In the Autumn of 2009, the City of Brockville was approached by representatives of Maple Leaf Environmental Equipment (MLEE) at 1325 California Avenue respecting an opportunity to create efficiencies associated with factory-built structures which are being shipped for use/sale in the State of Washington. The structures are assembled by this Brockville-based firm for utilization as part of a remediation system, in most cases being sold to major oil companies.

Any of the structures which are to be used in the State of Washington must be constructed to meet the Revised [Building] Code of Washington (RCW). However, to ensure compliance with the RCW, inspectors from the State of Washington have, to date, been required to travel to Brockville to conduct the necessary inspections, at MLEE's cost.

Recognizing the inefficiencies and unnecessary costs associated with this procedure, the State of Washington, to its credit, has instituted a process whereby it will delegate to another government agency specific inspection authority over factory assembled structures. While plans examination and approval would remain with the Washington State Department of Labor and Industries, the inspection of the prefabricated structures to determine consistency with approved plans can be delegated to a third party government agency, provided the delegated agency enters into an Interagency Agreement.

ANALYSIS/OPTIONS

The opportunity to assist MLEE via an Interagency Agreement between the State of Washington Department of Labor and Industries and the City to delegate inspection authority has been reviewed by City staff.

A sample of a set of approved plans was provided to the Chief Building Official Brent Caskenette, and he subsequently visited the MLEE operation at 1325 California Ave. to view one of the prefabricated structures first hand.

It has been determined that staff has the ability and capacity to assist in this venture, based on MLEE estimates of up to 12 potential sales per year.

A draft of the Interagency Agreement has been provided to both the City Solicitor as well as to the City's insurer. No concerns were identified.

The Interagency Agreement to be executed to provide for the delegation of inspection authority is attached as **Schedule 1**.

POLICY IMPLICATIONS

The City's Community Strategic Plan sets, as an objective under the Economy pillar, the stabilization of the current local employment environment, and includes as a strategic initiative the repositioning of Brockville as a centre of innovation and entrepreneurial capacity, supported through strategic alliances. This is an example of the City's willingness to partner with and support an existing entrepreneurial business (MLEE) which can consequently realize operational efficiencies and advantages associated with contracts awarded in the State of Washington. Also, consistent with the Sustainability pillar in the Strategic Plan, the City is to focus on diversification of its revenue base through user fees or sale of its services.

FINANCIAL CONSIDERATIONS

The Planning Department will invoice MLEE on a fee-for-service basis, based upon the actual time associated with the inspection of the MLEE factory-built structures at the applicable wage rate for the Chief Building Official plus benefit burden plus administrative overhead.

Revenues will be credited to Account 6310 0310 BPMTGN.

CONCLUSION

The Planning Department's Building Services Division is capable of responding favourably to a request from a local firm, Maple Leaf Environmental Equipment, to provide inspection services through delegation of authority from the State of Washington, thus providing for operational efficiencies and cost savings associated with construction of factory assembled structures needed in installations in the State of Washington. It is recommended that the City, through the Mayor and Clerk, enter into an Interagency Agreement between the State of Washington Department of Labor and Industries to give effect to this proposition.



M. Pascoe Merkley
Director of Planning



B. Casselman
City Manager

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND
THE CORPORATION OF THE CITY OF BROCKVILLE

This Interagency Agreement is made and entered into by and between the Washington State Department of Labor & Industries (hereinafter called "Washington" or "L&I") pursuant to the authority granted by the Revised Code of Washington (RCW) in Chapter 39.34 RCW and RCW 43.22.470; and the The Corporation of the City of Brockville (hereinafter called "Brockville "), located at the following addresses:

*Department of Labor & Industries
Attention: John Harvey
Specialty Compliance Services
P.O. Box 44430
Olympia, WA 98504-4430
Phone: 360-902-5218*

*Corporation of the City of Brockville
Attention: Sandra M. Seale
1 King Street West
PO Box 5000
Brockville, Ontario Canada K6V 7A5
Phone: 613 342-8772 ext. 461*

PURPOSE

It is the purpose of this Agreement to delegate specific inspection authority over factory assembled structures. Under this Agreement, the state/province in which the structure is to be sold delegates authority to inspect to the state/province in which the structure is manufactured. This Agreement shall ensure that such factory assembled structures meet applicable requirements and standards at the lowest reasonable cost to the parties and to the affected manufacturers.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Washington and Brockville shall each furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of work set forth in the Statement of Work, Attachment "A," attached hereto and incorporated by reference.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin performance on May 1, 2010, and end on April 30, 2012, unless terminated sooner by one of the parties as provided herein.

DELEGATION OF INSPECTION/LICENSING DUTY

Under the authority granted to Washington by RCW 43.22.470, Washington delegates to Brockville the duty to perform the work set out under this Agreement.

PAYMENT

In no event shall either agency attempt to seek from the other agency, reimbursement, compensation, or payment, for any costs, fees, or charges under this Agreement.

In carrying out the inspections authorized by this Agreement, each agency may impose upon the manufacturer such reasonable fees as may be necessary to offset the expenses incurred in conducting the inspections. These fees may include, but are not limited to, inspection, travel fees, expenses, cancellation fees, rescheduling charges and other fees/costs, if such costs are allowed by law and are normally charged manufacturers by the inspecting agency.

1. **Inspection Fee.** The inspecting agency shall charge the manufacturer the inspection agency's usual fees, costs, and charges as provided by statute resulting from any inspection or reinspections conducted in accordance with this Agreement.

2. Other Costs. Should it occur that a payment is not received, is received past the due date, a check is returned unpaid by the bank, or other failure of compensation occurs, the parties expressly agree to the following:

The creditor agency has the right to follow its reasonable and usual practices to collect the amounts due, including but not limited to, imposition upon the manufacturer charges such as non sufficient funds charges and overdue fees.

RECORDS MAINTENANCE

Each party shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject at all reasonable times for inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. The parties will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the agencies shall have full access to and the right to examine any of these materials during this period.

INDEMNIFICATION

Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other party and the result thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations of its agents or employees under this Agreement.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and properly manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable State and Federal Statutes and Rules;
2. *Statement of Work*, Attachment A; and
3. Any other provisions of the Agreement including materials incorporated by reference.

ASSURANCES

The parties agree that all activity pursuant to this Agreement will be in accordance with all the applicable current or future federal, state and local laws, rules, and regulations.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined in the following manner:

1. *Interpretation of Inspection Requirements*. If the dispute concerns interpretation of the inspection requirements, either party may declare an immediate suspension of the inspection by giving notice of such suspension to the other party.

In resolution of the dispute concerning a structure to be delivered to Washington, Washington shall be responsible for either:
 - 1.1 making final interpretation of the Washington statutory requirement;
 - 1.2 making its own inspection; or
 - 1.3 taking any independent actions necessary to assure that all inspections are conducted in accordance with Chapter 43.22 RCW.
2. *Other Disputes*. If the dispute concerns an issue other than the interpretation of inspection requirements, it shall be determined in the following order:
 - 2.1 The parties shall first attempt to resolve the dispute informally.
 - 2.2 If the parties are unable to resolve the dispute informally, a dispute panel shall be formed. Washington shall appoint a member to the dispute panel. Brockville shall appoint a member to the dispute panel. Washington and Brockville shall jointly appoint a third member to the dispute panel. The dispute panel shall evaluate the facts and make a determination of the dispute with the majority prevailing. The determination of the dispute panel shall be final and binding on the parties hereto.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for the Contractor is:	The Contract Manager for L&I is:
Sandra M. Seale The Corporation of the City of Brockville 1 King Street West PO box 5000 Brockville, Ontario Canada K6V 7A5 Phone: (613) 342-8772, ext 461 FAX: (613) 498-2793 E-Mail: smseale@brockville.com	John Harvey Department of Labor & Industries Specialty Compliance Services PO Box 44430 Olympia WA 98504-4430 Phone: (360) 902-5218 FAX: (360) 902-5229 E-Mail: hajo235@lni.wa.gov

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement

The Corporation of the City of
Brockville

State of Washington
Department of Labor & Industries

Sandra M. Seale Date
City Clerk

Steve Mclain Date
Assistant Director

David Henderson Date
Mayor

APPROVED AS TO FORM ONLY:

Approval on File March 15, 2000
Penny Allen Date
Assistant Attorney General

Attachment A
STATEMENT OF WORK

Washington and Brockville agree to cooperate and coordinate with each other in order to minimize the amount of bureaucracy and costs faced by manufacturers. Washington and Brockville shall inspect to determine whether the structure conforms to the design plan submitted to Washington by the manufacturer, that the design plan was approved and has not expired.

1. Washington shall conduct its own plan reviews on units manufactured in Brockville bound for sale in Washington and charge the manufacturer Washington's usual plan review fee as set out in the Payment clause. Washington shall provide Brockville with copies of all reviews and approval letter to aid in inspection.
2. For units manufactured in Brockville to be sold in Washington, Washington will provide Brockville approved plans. Brockville will inspect each unit at least two times, rough-in and final, for building standards, electrical, plumbing, mechanical, insulation, and VIAQ. NOTE: All electrical inspections exceeding 200 amp single phase shall be performed by a Certified Electrical Inspector or the State of Washington Certified Electrical Inspectors. Brockville inspectors shall use appropriate inspection forms and record deficiencies and other items of interest found during inspections. Copies of all inspection forms on Washington bound units will be transmitted to Washington upon completion.
3. Washington reserves the right to visit all or any manufacturer licensed with Brockville once per year to check materials, construction methods, and quality control programs. Such visits will be at the expense of the manufacturer/s, and an effort will be made to combine visits where possible in order to minimize costs to the manufacturer/s.
4. Brockville and Washington agree to exchange information regarding complaints and faulty construction in order to improve the effectiveness of the respective programs and maintain an acceptable level of product quality.
5. Washington will require a Washington insignia on all units manufactured in Brockville to be sold in Washington.

1 APRIL 2010

REPORT TO ECONOMIC DEVELOPMENT PLANNING COMMITTEE – 6 APRIL 2010

2010-052-04

SITE DEVELOPMENT ISSUES

BROCKVILLE LANDSCAPE DEPOT

663 STEWART BOULEVARD, CITY OF BROCKVILLE

OWNER: 2159203 ONTARIO LTD.

APPLICANT/AGENT: BRENT COLLETT, COLLETT SURVEYING LTD.

FILE: D11-396

M. PASCOE MERKLEY

DIRECTOR OF PLANNING

ANDREW MCGINNIS

PLANNER II

RECOMMENDATION:

THAT Report 2010-052-04 be received as information.

PURPOSE:

To report to the EDP Committee and Council regarding site development issues pertaining to the proposed expansion of Brockville Landscape Depot, 663 Stewart Boulevard.

BACKGROUND:

Mr. Paul J. Fournier, representing 2159203 Ontario Limited, submitted an application in July 2009 for a Zoning Amendment to permit retail sales and rental of landscaping goods, materials and equipment at 663 Stewart Boulevard. This application was heard by Council and approved on 25 August 2009 with the condition that a new site plan be submitted which showed the new site servicing and retail building.

During the next few months, e-mails were sent to Mr. Al Phillips, Brockville Landscape Depot, explaining the requirements of Council's decision. Confirmation from Mr. Phillips was received on 22 September 2009 that a new site plan was being prepared and would be submitted within the next few weeks. A reminder e-mail was sent to Mr. Phillips on 8 October 2009.

On 17 November 2009, Mr. Brent Collett, Collett Surveying Ltd. submitted the required site plan. Later that same day, a phone call was received from Mr. Phillips. During this conversation (Phillips and McGinnis), Mr. Phillips stated that pavement was being placed on 20 November 2009. Over the next few days, multiple preliminary site plans were submitted each revealing additional information such as, paving, site servicing and a new second entrance on Stewart Boulevard.

A letter was then sent to the applicant and his solicitor, Mr. Fournier of Henderson Johnston Fournier, on 19 November 2009 stating that no additional work should occur on the site and that if the applicant proceeded with the paving, he was doing so at his own risk

Site Development Issues

Brockville Landscape Depot, 663 Stewart Boulevard

Owner: 2159203 Ontario Ltd.

Applicant/Agent: Brent Collett, Collett Surveying Ltd.

File: D11-396

and that Council may require removal of all or portions of the asphalt not approved. 20 November 2009, a new site plan was submitted showing additional asphalt to the south of the entranceway. A site visit was then conducted and revealed that work was occurring and that the pavement was being placed, against the recommendation from Bob Casselman, City Manager, and covering a substantial portion of the site.

At the EDP Committee meeting of 1 March 2010, Mr. Paul Fournier, representing the property owner, spoke to his letter of 22 February 2010 (attached as **Schedule "A"**) and discussion ensued, as reflected in the minutes attached as **Schedule "B"**. The EDP Committee directed Planning Department Staff to review submissions from Brockville Landscape Depot regarding development of the site.

Subsequently, a site plan submission was filed on 12 March 2010. Further revisions were needed and submitted as recently as 31 March 2010, such that a plan indicating the business owner's desired development is now available. City Staff is not entirely in favor of the most recent submission due to the lack of landscaped open space proposed, and is reporting to EDP Committee on the status of development plans. A copy of the plan is attached as **Schedule "C"**, to this report.

ANALYSIS:

The subject property has a total area of 16,829.5 m² (181,157.15 ft²) / 1.68 hectares (4.15 acres). The property is designated "Vacant/Rural" under the Official Plan for the City of Brockville and zoned RU-X8-1 – Rural Site Specific Zone under Zoning By-law 194-94, as amended.

The current site contains a building area of 185.8 m² (2,000.0 ft²) which accounts for 1% building coverage. An additional 379.1 m² (4,080.7 ft²) of building area is proposed to be added for a total building coverage of 3.3%. There is 6,912.0 m² (74,402.5 ft²) of gravel currently on the site with a final proposed amount of 5,135.6 m² (55,280.9 ft²), representing 30.5% of the entire site. Asphalt on the site totals 6,618.7 m² (71,245.4 ft²), representing a total lot coverage of 39.3%.

Landscaped Open Space is required on all properties in the City of Brockville. Different zones throughout the city require different amounts. In this case, the property is zoned Rural and therefore requires a minimum of 80% Landscaped Open Space. Landscaping for this site is proposed to be 4,510.3 m² (48,550.05 ft²), representing 26.8%. Landscaping can include the swale areas, proposed interlocking paving stone walkway around the proposed retail area, the large tree storage area and natural bush buffer to the rear of the property.

The applicant has informed staff that it is his intention to use the storm water retention area as a storage area for large rocks/boulders and additional bulk items. Planning staff is of

Site Development Issues**Brockville Landscape Depot, 663 Stewart Boulevard****Owner: 2159203 Ontario Ltd.****Applicant/Agent: Brent Collett, Collett Surveying Ltd.****File: D11-396**

the opinion that the site is large enough to accommodate storage elsewhere and that the "Proposed Storm Water Retention Area" shown in the southwest corner of the property needs to be grassed, either seeded or sodded. Providing grass in this area will increase the landscaped open space to 5,691.4 m² (61,263.7 ft²) representing 33.8% of the overall lot as well as negate the possibility of more dust created from this site if this area were gravel storage. Potential issues of dust rising from the southwest area proposed for stormwater management detention/material storage is of particular concern given its proximity to Stewart Boulevard. The use of a stormwater retention area for material storage is also not a practice which should be encouraged.

The parking area will be asphalt and contain sixteen (16) parking stalls, including one (1) barrier free space and four (4) large truck stalls. The parking spaces will be clearly lined and marked. In addition, there will be one-way traffic in and out of the site using separate driveway ramps. Directional arrows will be painted on the asphalt to show drivers the intended flow of traffic, and "Entrance" and "Exit" signs will be prominently posted.

On a preliminary basis, there was concern expressed by the Municipal Engineer with the installation of a second driveway ramp. Furthermore, Brockville Police Service comments expressed dissatisfaction with the site being serviced by two driveways, citing the view that, with an expansion of Stewart Boulevard being in the 10 year Capital Plan, it is recognized that the current infrastructure is maximized. Inspector Fraser further notes "North of Laurier there are 2 lanes with the curb lane ending at the CFJR entrance. Vehicles often use the shoulder in front of the proposed site to pass left turning vehicles entering the gas bar. This is becoming increasingly dangerous and any future entrances should be carefully scrutinized." However, the Engineering Division is now satisfied that two points of access will provide the safest option for traffic control in and out of the site, and recommends this configuration.

All other comments or issues have been addressed; however, response from the Cataraqui Region Conservation Authority (CRCA) is pending.

A full scale version of the most current site plan for the proposed development may be viewed in the Planning Department prior to the EDP meeting and shall be available at the time of presentation of this report to the EDP Committee.

The applicant and business owner are expected to be present at the EDP Committee meeting to speak to the current site design.

Staff is hopeful that discussion at the Committee level will result in direction on the zone provisions needed for the amending zoning by-law yet to be presented for adoption by Council.

POLICY IMPLICATIONS:

Prior to Site Plan Control Approval, Council must pass an amendment to the site-specific zoning to reflect the current and intended use of the site and development standards to which the property owner will be held, following which, a Site Plan Control Agreement will be required to be entered into by the applicant.

FINANCIAL CONSIDERATIONS:

The applicant is responsible for all costs associated with the Site Plan Control Agreement and with development of the site as proposed. Building permits will be required, and the applicant is responsible for payment of all applicable fees.

MPAC has not yet reassessed the subject lands to reflect the commercial development and use, therefore commercial taxation of the site is pending.

CONCLUSION:

The proposed use and design of the site has been reviewed, although comments from the CRCA have not yet been submitted to the City. Concurrence has been reached on most elements of the site's design with the exception of the proportion of landscaped open space required for the site. Staff believes that the stormwater retention area in the southwest portion of the site should be grassed rather than gravel, therefore contributing the landscaped open space area. Discussion at the Committee level will assist staff to ensure that the pending zoning by-law amendment will appropriately reflect Council's desire for development of the subject property.



Andrew McGinnis
Planner II



M. Pascoe Merkley
Director of Planning



B. Casselman
City Manager

SCHEDULE "A" TO REPORT 2010-052-04

Neville C. Johnston
Paul J. Fournier

"also of the New York Bar
John E. Henderson, Q.C., Ret'd



61 King Street East
P.O. Box 217
Brockville, Ontario
K6V 5V4

Tel: (613) 345-5613
Fax: (613) 345-6473
e-mail: info@hjf.ca

February 22, 2010

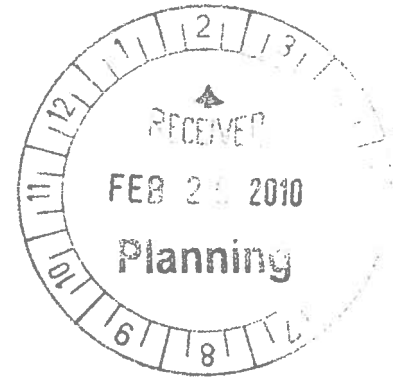
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City of Brockville – Planning Dept.
One King Street West
P.O. Box 5000
Brockville, Ontario
K6V 7A5

Attention: Ms. Maureen Pascoe Merkley
Director of Planning

Dear Ms. Pascoe Merkley,

Re: 2159203 Ontario Limited – Landscape Depot
663 Stewart Blvd., Brockville, Ontario
Our Matter 23904



Further to our meeting on the 11th of February and our letter to you of February 16th, 2010, we can now advise as follows;

Application for Amendment to Zoning By-law 194-94 was filed on June 5th, 2009, requesting an amendment to the Zone to permit the retail sale of landscaping material and the rental and sale of equipment. The application disclosed the applicant's intent to construct a building for retail sales and to provide for inventory storage on the lot.

On August 25th, 2009, the City resolved to permit the application with the condition that the retail sales building's services would be connected to the existing holding tank. Council stipulated that an amended site plan was required, illustrating the discharge plan.

While a sketch dated April 24th, 2009, was attached to the original Site Plan submission illustrating extensive proposed asphalt areas the application did not specifically request site specific provisions to permit the asphalt proposed. The applicant was under the impression that Council had approved these special site conditions. The applicant was engaged in ongoing dialogue with the Planning Department and other city staff and mistakenly felt it was in order

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to enter into an asphalt paving contract. He made a commitment with the contractor for delivery and installation of the asphalt on the 20th of November, 2010. The deficiency in the application outlined above, was pointed out to the applicant on the 17th day of November, 2009. It was then too late to cancel the paving contract. The applicant then arranged an emergency meeting with the City to explain the circumstances.

Subsequent dialogue with the Director of Planning has resulted in this request, that Council expand upon the items which are the subject of the amendment to the Zoning By-law such that site specific provisions be included to permit the asphalt now in place and covering 28% of the site with overall landscaped open space at 27%, on the following understanding:

1. The applicant has agreed to cut back the existing asphalt to ensure that the location of the parking area will not be within 5m of the front lot line.
2. The applicant will not add any additional asphalt.
3. The applicant will add additional green areas as shown on the plan submitted with this correspondence.
4. Customer vehicles will park in the designated parking areas and will access light materials by parking beside the storage bins (or the north side of lot).
5. Asphalt has been placed under and around these bins (north side) for safe access and cleanliness.
6. The heavy material (rock and interlock) to be stored on the south side of the yard is for display purposes and will be delivered by the applicant as requested by the customer.
7. I enclose two copies of a revised plan prepared currently by Collett Surveying for Site Plan purposes.

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We trust that the above provides an adequate explanation of the application but will be pleased to provide any further information you require. The applicant wishes to thank the Planning Department and the additional city staff who assisted in the resolution of this issue.

Yours very truly,

HENDERSON JOHNSTON FOURNIER

Per: 

Paul J. Fournier

PJF:dd

Encl.

SCHEDULE "B" TO REPORT 2010-052-04

Economic Development and Planning Committee

Monday, March 1, 2010
City Hall, Council Chambers

Roll Call

Committee Members:

Councillor J. Baker, Chair
Councillor M. Kalivas
Councillor S. Williams
Mayor D. Henderson, Ex-Officio

Others:

Councillor H. Noble
Councillor J. Earle

Staff:

Ms. V. Baker (Recording Secretary)
Mr. R. Burke, Fire Prevention Officer
Mr. B. Casselman, City Manager
Mr. J. Faurschou, Planner I
Ms. M. Pascoe-Merkley, Director of Planning
Mr. D. Paul, Director of Economic Development
Mr. A. McGinnis, Planner II
Mr. P. Raabe, Municipal Engineer
Ms. S. Seale, City Clerk

The Chair called the meeting to order at 5:15 p.m.

CORRESPONDENCE

(i) Mr. Paul Fournier - Garden World

Ms. Pascoe-Merkley addressed the issue of the paved area. She stated that the new paving was too close to the property line and covered more of the property than permitted. The Planning Department has received another drawing from Garden World but not a new/revised site plan application. Ms. Pascoe-Merkley stated that the Planning Department would need to review the submissions, and receive direction from Council regarding the paved area. The Planning and Engineering Departments have concerns about the second entrance on the new plan.

Councillor Baker asked Mr. Fournier about the second entrance. Mr. Fournier stated that the second entrance has been shown on all plans. Mr. Al Phillips had spoken with Mr. Russ Fraser, Supervisor Public Works concerning the installation of the second entrance and Mr. Phillips didn't realize he needed approval or permit for this entrance. Mr. Phillips is prepared to

cut back the paving to be in compliance. Mr. Phillips stated that the second entrance was for safety. Mr. Fournier also stated that Mr. Phillips wanted to keep heavily travelled areas as dust free as possible.

Councillor Baker inquired about the drainage on the site. Ms. Pascoe-Merkley stated she did not have the opportunity to review the design, but that paved areas of this size typically required catch basins (to storm water systems) be installed.

Councillor Williams wondered about a permit for the second entrance, pipes for drainage and paving issues. He feels that Mr. Phillips did not follow proper process.

Councillor Kalivas supported that staff review what has been done and make a recommendation on how to proceed. Mr. Fournier stated that Mr. Phillips would like to open in the spring of this year.

Mayor Henderson asked if the project is now stopped. Ms. Pascoe-Merkley said yes at this time that is the understanding. Mayor Henderson asked how long it would take to get back with a report. Ms. Pascoe-Merkley indicated it would be about two weeks. Mayor Henderson inquired what the time lines are. Mr. Fournier stated that they have to construct a building.

Councillor Baker has concerns about how the property has developed. He also expressed concerned with regard to the second entrance and the new building. Mr. Fournier stated that the "temporary" was in reference to the services on site and that the owner has made improvements to the site.

Ms. Pascoe-Merkley stated that there needs to be a submission by the property owner as to what has been developed on site.

Mr. Phillips clarified that it is not two entrances but one entrance and one exit.

Councillor Baker stated that the lot grading plan should be submitted to Planning to show exactly what is there and that a report be brought to committee.

It was noted that the Garden World project would remain on hold until the Planning Department reviews the plans and submits a report to the Committee and direction is provided by Council.

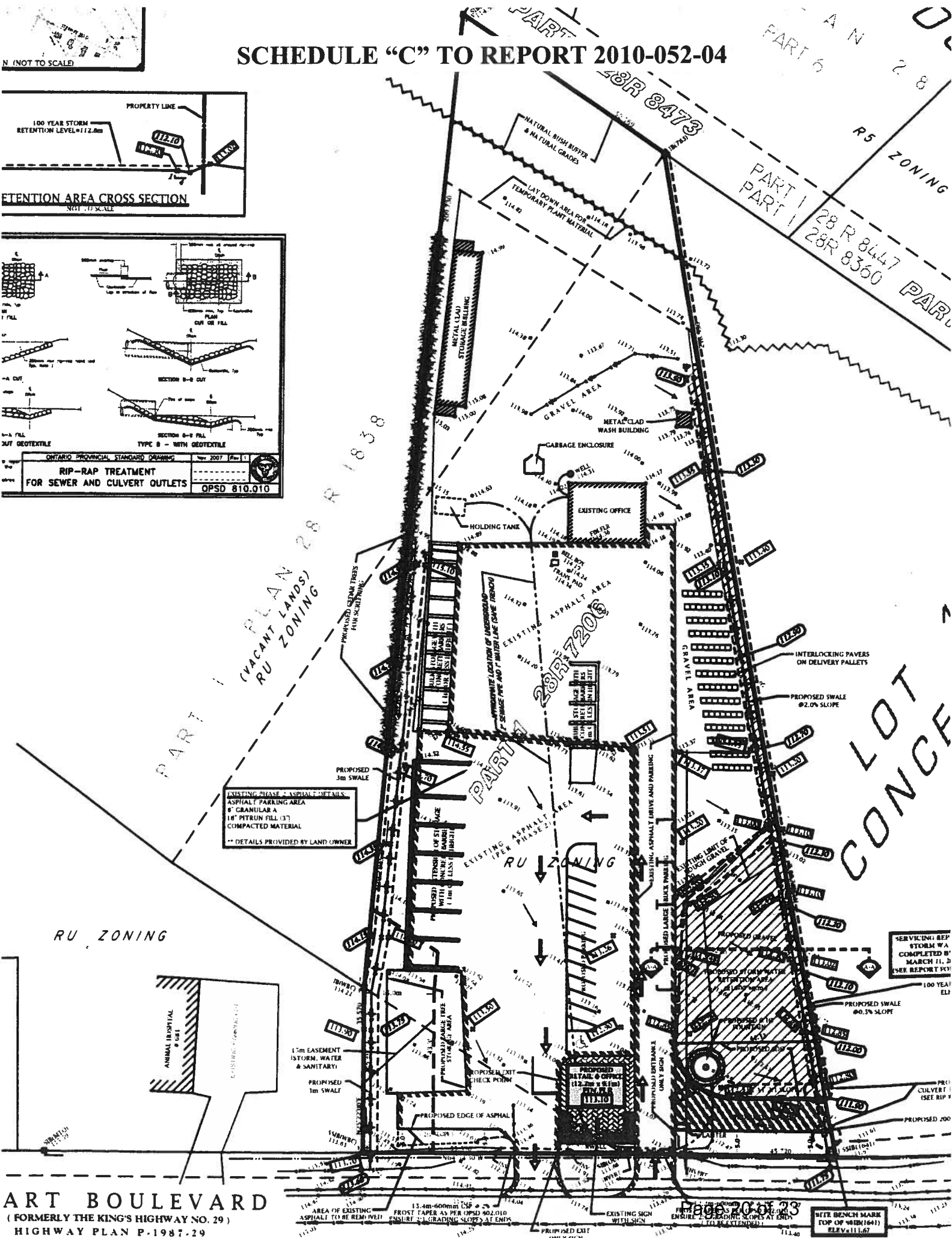
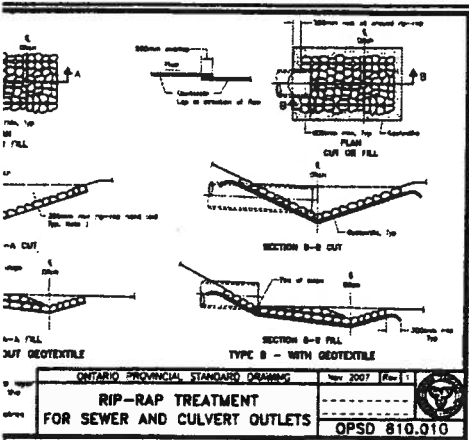
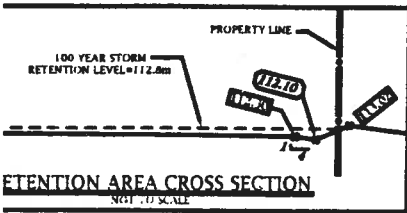
Moved by: Councillor Williams

THAT the Planning Department review the submissions from Garden World regarding the development of the site located on Stewart Blvd. and report to the EDP Committee.

STAFF REPORTS

CARRIED

N (NOT TO SCALE)



31 March 2010

**REPORT TO ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE – 06
APRIL 2010**

2010-054-04

**FRIENDSHIP AGREEMENT
CHINA MISSION**

**S. Seale
CITY CLERK**

RECOMMENDED

That the City of Brockville endorse the Agreement of Friendship and Cooperation between the City of Brockville, the Township of Augusta, the Township of Edwardsburgh/Cardinal and the Township of Leeds and the Thousand and authorize the Mayor to sign the appropriate document.

BACKGROUND

On March 9, 2010, Mayor Frank Kinsella, Township of Leeds and Thousand Islands made a presentation to City Council outlining the relationship that has been built between the Township and Chun'an County, China. This relationship has provided an opportunity for the development and promotion of tourism, economic development and tourism.

Mayor Kinsella indicated that he was asking that the municipalities of Brockville, Augusta and Edwardsburgh/Cardinal participate in the mission to China based on the shared resources; St. Lawrence River, 401 Highway corridor, CN-CP Rail system, high speed internet, airport and available industrial lands.

City Council at a meeting held on March 23rd, passed a resolution to have the Mayor and the Director of Economic Development join the China Mission in June 2010. To this end, it would be appropriate for City Council to endorse the Agreement of Friendship and Cooperation as a gesture to indicate support of this friendship to promote tourism, economic development and immigration along the St. Lawrence River – Thousand Island corridor.

FINANCIAL CONSIDERATIONS

There are no direct financial implications associated with the recommendation.



S. Seale
City Clerk



B. Casselman
City Manager

**Agreement of Friendship and Cooperation between the City of Brockville,
the Township of Augusta, the Township of Edwardsburgh/Cardinal and the
Township of Leeds and the Thousand Islands**

The St. Lawrence River and the Thousand Islands are shared by four municipalities which propose to mutually support and to mutually promote each other through friendship and cooperation. The four municipalities agree as follows:

1. That through friendship and cooperation these four municipalities will mutually promote tourism, economic development and immigration along the St. Lawrence River – Thousand Islands corridor. In so doing they will extend friendship and cooperation to the Thousand Island Lakes, Chun'an County, China.
2. At the governance level there will be support for developing and communicating the opportunities that exist along the St. Lawrence River - the Thousand Islands corridor and the Thousand Island Lake.
3. The five municipalities will reach out to each other to take part in achieving a shared communication system for the mutual promotion of products, mutual delivery of tourist sources, mutual communication of information, mutual exchanges and mutual visits, especially for exchanges in the aspects of natural environmental protection, tourism management, scenic spot planning, urban development, and development of leisure industry, aiming at building each other's tourism brands with collaborative efforts, in the principle of win-win, to boost the development of tourism industry, economic development and immigration for the five municipalities.
4. To strengthen information exchange, all parties will be able to invite their local journalists, travel agencies and scholars to promote each other on TV, newspapers, and other media and to link the tourism official websites back to their own website, as well as to provide tourists with tourism promotional materials and information about the Thousand Islands at their local tourism information centers.
5. To strengthen exchanges in terms of economy, trade, and culture, all parties will invite each other to take part in local tourism and cultural celebration or other events.
6. The four St. Lawrence - Thousand Island Municipalities and the Thousand Island Lake area will encourage citizens and students to

visit each other, to extend the cooperation in the tourism market, economic development and immigration to expand communication and influence, to increase the mutual understanding of the people in all places, and to enhance the friendship between all places.

Signed at Leeds and the Thousand Islands on this _____ day of _____, 2010.

Frank Kinsella, Mayor
Twp Leeds and the Thousand Islands

Dave Henderson, Mayor
City of Brockville

Mel Campbell, Reeve
Township of Augusta

Larry Dishaw, Mayor
Twp of Edwardsburgh/Cardinal