



**The Corporation of the Municipality of  
St.-Charles**

# **AGENDA**

## **Special Meeting of Council**

May 5, 2022 at 6:00 PM  
Council Chambers (Municipal Office)  
St.-Charles, Ontario

### **1.0 MEETING CALLED TO ORDER & ROLL CALL**

- 1.1 Resolution to open the meeting

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Special Meeting of Council at 6:00 p.m. on May 5, 2022.

### **2.0 ADOPTION OF AGENDA**

- 2.1 Resolution to adopt the agenda

BE IT RESOLVED THAT the agenda for the Special Meeting of Council held May 5, 2022 be adopted as presented.

### **3.0 DISCLOSURES OF PECUNIARY INTEREST**

### **4.0 PRESENTATIONS AND DELEGATIONS**

- 4.1 Proposed Subdivision Development - Jean Paul (JP) Daoust

### **5.0 ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE GENERAL PUBLIC**

## **6.0 NOTICE OF MOTIONS**

## **7.0 CLOSED SESSION (if necessary and by resolution)**

## **8.0 STANDING COMMITTEE RECOMMENDATIONS/REPORTS - MOTIONS**

### **8.1 PLANNING & DEVELOPMENT COMMITTEE**

**Chair Councillor Jackie Lafleur / Co-Chair Councillor Paul Branconnier**

8.1.1 Report to Council - Proposed Subdivision Development

## **9.0 ADDENDUM (if required and by resolution)**

## **10.0 ADJOURNMENT**

10.1 Resolution to adjourn the meeting

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Special Meeting of Council at \_\_\_\_\_ p.m. on May 5, 2022.

FROM THE DESK OF JEAN PAUL DAoust

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April 30, 2022

To: St Charles Council,

*Your Worship and Council Members*

I would first want to thank your staff as they have been co-operative in coming to a reasonable solution pertaining to my development in St Charles. Together we addressed what we think are all aspects and situation needed to address counsel and to make sure that this project moves forward without any problems. Having said that, should unforeseen problems arise, I am confident that with the help of your competent people, issues will be resolved.

In the next few pages, I will describe my proposed stages and how I intend to move forward.

- A) As you all know I now own a total of 30 lots.
- B) I would ask counsel to assume ownership of 4 or 5 non-buildable lots to be addressed as to which ones, is to be determined.
- C) Although the lots are surveyed, they are to be re-surveyed to assure that easement and such are in the proper areas (such as drainage, hydro, ditches ,etc...)
- D) I have submitted a diagram of sewer and road placement and how much sand, B gravel and A gravel (as per my engineer)
- E) It was suggested by the engineer and Bayview sand & gravel that the A gravel not be added to the top of the road until an approx. 130 big trucks, and heavy equipment be done travelling the road. During the construction of the road I intend to start construction of the houses and that building permits be given and that occupancy be granted once the road with B gravel has passed a particular lot.
- F) I have hired James E Kirkland LTD to plan and oversee the design and construction of the sewer system. Jim has over 40 years of knowledge in this type of work. He will be on site while the work is being done to ensure its done according to his plan (both materials and labour).
- G) I have submitted a document from <sup>Houle</sup> House Well Drilling that describes the 3 wells that give me information as to the water quantity in these well having 2 wells with a standard 1 hour test (this is standard for subdivision) I personally hope we get water or I'll be supplying quite a bit of water bottles, LOL. But really Houle is confident that I will have no issues.

- H) I'm going to move cautiously and intend to go ahead in stages, meaning part road and sewer and housing in stages (probably 3 stages or 3 years)
- I) After a brief conversation in passing with the Mayor on April, I'll be going with hydro poles with 2 lights at my cost.
- J) Andrea talked about selling one house to the city. Should that come about, I would sell a house \$100,000.00 below real-estate value. Talking about land here, I would respectfully ask counsel that the lot behind the pharmacy on Chevretils Lane be sold to me for one dollar and I would build ASAP, giving more income to the Town in the form of taxes and people.
- K) This entire project will by no means be a small feat for me financially, but the outcome should and will benefit both myself and St Charles in the form of population growth, schools and business.
- L) As for the turn arounds on the end of my lots (left one and right one) I'll put them in, but any dealings that might be needed as to part lots or any dealings with Sudbury East Planning Board will absolutely be dealt with by the Town of St Charles only. Reason being, I've had the experience in this matter and would like to finish this project in my lifetime.
- M) I do look forward to a scheduled meeting and hope that I am giving the ok to proceed without delay.

Thank You

Jean Paul Daoust

# Report to Municipal Council



<b>Meeting Date:</b> May 5, 2022	<b>Report Date:</b> April 26, 2022
<b>Decision Requested:</b> Yes	<b>Priority:</b> High
<b>Direction Only:</b> No	<b>Type of Meeting:</b> COW

**Report Title:** Proposed Subdivision Development

## **Recommendation:**

That Council review and agree with the recommendations outlined in this report, and direct staff to consult with the municipal solicitor to prepare a Construction Agreement between the Municipality and Jean Paul Daoust (the Developer) for the development of a proposed subdivision (the subdivision) off of Bedard Road in St.-Charles that will incorporate the following, at a minimum:

- 1) Construction standard: The Municipality agrees that the subdivision will be developed to a rural standard and therefore sidewalk construction and curbs shall not be required within the subdivision. The Developer agrees to install streetlights at Emily Street and Parkview Avenue and Greenwood Avenue and Parkview Avenue only.
- 2) Provision of sanitary sewer: The Developer agrees to provide all infrastructure required for appropriately designed and installed sanitary sewer services to service the subdivision at their sole cost. The Developer will be responsible for the design, approval, construction, and transfer of the required infrastructure and will provide any engineering, plans, reports, or approvals that may be required to facilitate the construction. All plans will be submitted to the Municipality for approval before construction begins. Any required maintenance of the system will be the responsibility of the Developer until the infrastructure is transferred to the Municipality. The Municipality will only assume any part of the infrastructure once all approved construction is complete.
- 3) Sanitary Sewer hook up of other properties: The Municipality shall use its best efforts to collect appropriate fees from other property owners who may



benefit in future from the construction of sanitary sewers with the collection of said fees being passed on to the Developer to reimburse them for up-front investment, subject to any legal and / or administrative costs incurred by the Municipality. Future extension of trunk line will be controlled by the owner of the land containing the infrastructure and will be noted on title. Any future connection fee to the infrastructure will be determined by and paid to the owner of the property.

- 4) Provision of storm water management and lot drainage: The Developer agrees to provide all infrastructure required for an appropriately designed and installed drainage and storm water system to service the subdivision at their sole cost. The Developer will be responsible for the design, approvals, construction, and transfer of the required infrastructure and will provide any engineering, plans, reports, or approvals that may be required to facilitate the construction. All plans will be submitted to the Municipality and approved before construction begins. Any required maintenance of the system will be the responsibility of the Developer until the infrastructure is transferred to the Municipality. The Municipality will only assume any part of the infrastructure once all approved construction is complete.
- 5) Provision of water: The Developer agrees to take all required steps to provide a qualified opinion to describe the quantity and quality of water available for the subdivision through appropriate testing and reporting. These tests and reports will be submitted to the Municipality and approved before construction begins.
- 6) Transfer of unbuildable land: That the Municipality will consider accepting the unbuildable Blocks A, B, C, D, E described on 53M-1140 provided that the lands are conveyed in a clean, green and level condition and that they are free of encumbrances. The Developer agrees that the Municipality shall be allowed to develop the land as they see fit and that once the property has been transferred, the Developer shall bear no liability for any such development. (See Attachment 1 - map of the subdivision)
- 7) Utility easements: The Developer agrees to provide all necessary easements for utility purposes, i.e., hydro, telephone, etc. at their cost and to the satisfaction of the utility provider.
- 8) Permit application and payment of fees: The Developer agrees to apply for all required permits and to pay for all associated fees, including but not limited to, building permit fees, driveway permit fees, transfer of ownership of



land and sewer connection fees as levied by the Municipality or any other agency.

- 9) Provisions for road construction: The Developer agrees to provide all infrastructure required for appropriately designed and installed roads currently known as Emily Street, Greenwood Drive and Parkview Avenue at the developer's sole cost with the exception of required signage (i.e., stops signs, street name signs) which will be the responsibility of the Municipality. The Municipality reserves the right to approve the composition of the roads to be built. The Developer will be responsible for the design, survey, approval, construction, and transfer of the required infrastructure and will provide any engineering, plans, reports, or approvals that may be required to facilitate the construction. All plans will be submitted to the Municipality for approval before construction begins. Any required maintenance of the roads will be determined based on the development stage of the road and will be the responsibility of the Developer until they are transferred to the Municipality. The required maintenance of the roads will be based on the Municipal standard. The Municipality will only assume any part of the road once all approved construction is complete.
- 10) Conditional permits: The Developer may apply for building permits for lots that are not serviced by completed roads or services with appropriate conditional permit agreements in place between the Chief Building Official and the Developer.
- 11) Address assignment The Developer agrees to have 911 numbers assigned to each lot right away to aid staff and the Developer while the development progresses.
- 12) Proposed street name change: The Municipality agrees to consider the proposed name change of Parkview Avenue to Lorraine Avenue.
- 13) Provisions in sale agreements: The Developer agrees to include clauses in purchase and sale agreements of any house sold that reflect the purchaser's understanding that their lands have been developed to a rural standard basis, and therefore should not expect the Municipality to install concrete sidewalks, curbs, or paved roads or streetlighting.
- 14) Requirements for inspection rectifying deficiencies: The Developer will be responsible for ensuring all work is inspected and reviewed as required and all deficiencies noted shall be corrected by the Developer at their sole cost to the satisfaction of the Municipality. The Municipality reserves the right to



inspect the site at any reasonable time.

- 15) Insurance requirements: The Developer agrees to provide proof of insurance and to indemnify the Municipality against any claims associated with the construction and/ or maintenance of the required infrastructure until it is transferred to the ownership of the Municipality.

**Background:**

This Subdivision Agreement was registered in 1977 and in 2013, a Memorandum of Understanding (MOU) was entered into between Council and the previous owner of the property. In discussion with the municipal solicitor, it is recommended that the new agreement with the current owner / Developer be in the form of a binding Construction Agreement which will clearly outline the responsibilities of both the Developer and the Municipality. The MOU was used as a starting point by staff to ensure that all of the aspects of development were addressed in this report, but also received additional information from experienced subdivision developers to be able to inform Council effectively.

Staff have consulted extensively with outside agencies including subdivision developers, surveyors, hydrogeologists, well installers, the Municipal solicitor, and the Developer to create the recommendations explained in this portion of the report.

- 1) Construction standard: *The Municipality agrees that the subdivision will be developed to a rural standard and therefore sidewalk construction and curbs shall not be required within the subdivision. The Developer agrees to install streetlights at Emily Street and Parkview Avenue and Greenwood Avenue and Parkview Avenue only.*

The MOU from 2013 contained a similar recommendation and other recent development has been granted this standard. Staff recommends to Council that while the Developer does not need to be asked to provide streetlights, streetlights are an important aspect of safety in the village and should be addressed as follows:

- A minimum of two (2) additional streetlights should be installed by the Municipality along the new road that is being proposed. The estimated cost of each streetlight is \$1,250.00 as long as poles are provided.
- An additional streetlight should be installed by the Municipality along





Bedard Road between the Arena and the new builds.

Council should note that the 2022 budget includes the cost of installation of new streetlights on Chevrefils Lane. This instance provides a past example where the Municipality provided infrastructure to aid a developer with development costs.

- 2) Provision of sanitary sewer: *The Developer agrees to provide all infrastructure required for appropriately designed and installed sanitary sewer services to service the subdivision at their sole cost. The Developer will be responsible for the design, approval, construction, and transfer of the required infrastructure and will provide any engineering, plans, reports, or approvals that may be required to facilitate the construction. All plans will be submitted to the Municipality for approval before construction begins. Any required maintenance of the system will be the responsibility of the Developer until the infrastructure is transferred to the Municipality. The Municipality will only assume any part of the infrastructure once all approved construction is complete.*

Staff recommends that the new housing development be serviced by the current sewer system, as the system capacity has been confirmed. The sewer system design is to be planned and stamped by a qualified engineer and submitted to the Municipality before construction begins.

The Developer is responsible for acquiring any permits for the work with the Ministry of Environment Conservation and Parks (MECP) for this expansion.

Installation is to be supervised by an Engineer in Training (EIT) at a minimum.

The Municipality has confirmed that the Developer is allowed to access the sewer network found on arena lands if they are required.

- 3) Sanitary Sewer hook up of other properties: *The Municipality shall use its best efforts to collect appropriate fees from other property owners who may benefit in future from the construction of sanitary sewers with the collection of said fees being passed on to the Developer to reimburse them for up-front costs, subject to any legal and / or administrative costs incurred by the Municipality. Future extension of trunk line will be controlled by the owner of the land containing the infrastructure and will be noted on title. Any future connection fee to extend the sewer infrastructure to new development will be determined by and paid to the owner of the property.*



Staff recommends that the sewer frontage charge be deferred for the first three (3) years or until occupancy is received for individual lots. Also, that a special connection fee be allocated to any other lots connecting to the new sewer system in a fixed amount to be collected to offset the capital cost of construction of the Developer.

With regards to the possible attachment of a new sewer system to the main trunk line for possible future development of the north section of the subdivision, the end of the sewer line will be constructed to within one (1) foot of the property line so that any future hook up to the system would have to cross private property. This is a common practice that allows the Developer control over who has rights to use the sewer system. This control would be passed on to the Municipality after they have taken over the ownership of the infrastructure.

- 4) *Provision of storm water management and lot drainage: The Developer agrees to provide all infrastructure required for an appropriately designed and installed drainage and storm water system to service the subdivision at their sole cost. The Developer will be responsible for the design, approvals, construction, and transfer of the required infrastructure and will provide any engineering, plans, reports, or approvals that may be required to facilitate the construction. All plans will be submitted to the Municipality and approved before construction begins. Any required maintenance of the system will be the responsibility of the Developer until the infrastructure is transferred to the Municipality. The Municipality will only assume the infrastructure once all approved construction is complete.*

Staff recommends that a lot grading and drainage plan be provided for the subdivision to be implemented as lots are developed ensuring good drainage for all lots. The Developer is also asked to provide plans and to construct any infrastructure required to accommodate storm water. The Municipality will retain the lot drainage information for future reference to ensure that the drainage of the subdivision is not affected by any future development or lot grading.

- 5) *Provision of water: The Developer agrees to take all required steps to provide a qualified opinion to describe the quantity and quality of water available for the subdivision through appropriate testing and reporting. These tests and reports will be submitted to the Municipality and approved before construction begins.*

The Developer has proposed appropriate pump testing to provide the information required to understand the water supply available to the



development. Test wells will be dug at different locations in the subdivision with the depths being noted. These wells will be pumped for standard lengths of time (from one (1) hour to twenty-four (24) hours) to give information on the recharge rate of the wells. The quality will also be tested by the appropriate authority.

- 6) Transfer of unbuildable land: *That the Municipality will consider accepting the unbuildable Blocks A, B, C, D, E described on 53M-1140. provided that the lands are conveyed in a clean, green and level condition and that they are free of encumbrances.-The Developer agrees that the Municipality shall be allowed to develop the land as they see fit and that once the property has been transferred, the Developer shall bear no liability for any such development.*

There are five (5) unbuildable lots that the Developer wishes to convey to the Municipality. Three (3) are unbuildable because they have a municipal drain flowing through them. One (1) lot is very small and adjacent to the road and the last lot is unbuildable and would make a good green space. Staff recommends that the Municipality take over the lots for future planning uses. These could include:

- a hiking trail system
- a community park

More importantly, creating a pond and installing a dry hydrant using the water from the Municipal drain will provide impounded water that will be available for firefighting for the subdivision and for the rest of the village. Staff recommends that the Municipality accept the land and that the either the Developer or the Municipality create the pond to support firefighting, and that the Municipality commit to further developing the park space.

The Developer is concerned about liability associated with digging a pond on the property so would need assurances within the Construction Agreement that he would not be responsible for any liability issues if anyone were injured in the pond.

- 7) Utility easements: *The Developer agrees to provide all necessary easements for utility purposes, i.e., hydro, telephone, etc. at their cost and to the satisfaction of the utility provider.*

Staff supports this recommendation.

- 8) Permit application and payment of fees: *The Developer agrees to apply for*



*all required permits and to pay for all associated fees, including but not limited to, building permit fees, driveway permit fees, transfer of ownership of land and sewer connection fees as levied by the Municipality or any other agency.*

Staff supports this recommendation

- 9) *Provisions for road construction:* *The Developer agrees to provide all infrastructure required for appropriately designed and installed roads currently known as Emily Street, Greenwood Drive and Parkview Avenue at the developer's sole cost with the exception of required signage (i.e., stops signs, street name signs) which will be the responsibility of the Municipality. The Municipality reserves the right to approve the composition of the roads to be built. The Developer will be responsible for the design, survey, approval, construction, and transfer of the required infrastructure and will provide any engineering, plans, reports, or approvals that may be required to facilitate the construction. All plans will be submitted to the Municipality for approval before construction begins. Any and all maintenance as it pertains to snow plowing, sanding, grading, and other road repair will be the sole responsibility of the Developer until such time as the Municipality takes over the road. The Municipality will only assume any part of the road once all approved construction is complete.*

The Developer has proposed a road construction standard to the Director of Operations (see Attachment 2). The Director is in favor of this standard being used as a basis for the road construction drawings as it is a commonly proposed composition used by other municipalities.

The Developer is requesting that the road will be built in stages with the final finishing of A gravel being applied after large equipment is not required to travel on the roads for construction.

Ideally, to avoid the extra cost and time to provided turn arounds it is recommended to the Developer that the entire road be constructed at one time. But if roads are built in stages, staff recommends that sufficient turnarounds be provided that are properly sized and surveyed. As road development continues and turn-arounds are no longer needed, the unused portions of the turn-around circles would then be transferred to surrounding lots at the Developers expense. Staff proposes that they can aid the Developer in this process but that the cost should be borne by the Developer.

With regards to the transfer of completed infrastructure, staff recommends



that ideally, the Municipality would take ownership of the infrastructure in the subdivision once all infrastructure pertaining to roads, sewers, drainage, culverts, etc., have been installed in their entirety and to agreed upon standards. But, if the Developer proposes that the Municipality take over portions of infrastructure in phases as the development progresses, the municipal solicitor has confirmed that the construction agreement can assume certain infrastructure and not all infrastructure at various points in the development process. So long as the language in the agreement is clear as to the process to assume it and that assumption of a portion does not constitute assumption of all infrastructure and that the municipality reserves the right to reject or require corrections to infrastructure still being constructed.

The Municipality will pass any by-laws necessary to create these roads and will set appropriate standards as they are developed.

- 10) Conditional permits: *The Developer may apply for building permits for lots that are not serviced by completed roads or services with appropriate conditional permit agreements in place between the Chief Building Official and the Developer.*

As long as roads are in a useable condition, and plans are in place for sewer and drainage and that the Developer agrees to maintain all incomplete infrastructure until they are completely constructed and properly transferred to the municipality, then the CBO agrees to work with the developer to allow restricted development of buildings on lots that are serviced by incomplete roads and services with proper conditional agreements in place. The issuing of conditional permits is a power granted to the CBO through the *Building Code Act*.

- 11) Address assignment *The Developer agrees to have 911 numbers assigned to each lot right away to aid staff and the Developer while the development progresses.*

Staff supports this recommendation as it would avoid accidentally missing any lots when assigning numbers and allow for easier navigation of the subdivision.

- 12) Proposed street name change: *The Municipality agrees to consider the proposed name change of Parkview Avenue to Lorraine Avenue.*

Staff is not aware of any special or historical reason why the road known as Parkview Avenue was named. Staff would have no objections to the



name change and supports the recommendation.

- 13) Provisions in sale agreements: *The Developer agrees to include clauses in purchase and sale agreements of any house sold that reflect the purchaser's understanding that their lands have been developed to a rural standard basis, and therefore should not expect the Municipality to install concrete sidewalks, curbs, or paved roads or streetlighting.*

This clause is meant to make it clear to new owners that the approved state of the subdivision will not be improved unless the Municipality chooses to undertake the work but that they are under no obligation to do so.

- 14) Requirements for inspection rectifying deficiencies: *The Developer will be responsible for ensuring all work is inspected and reviewed as required and all deficiencies noted shall be corrected by the Developer at their sole cost to the satisfaction of the Municipality. The Municipality reserves the right to inspect the site at any reasonable time.*

Staff supports this recommendation.

- 15) Insurance requirements: *The Developer agrees to provide proof of insurance and to indemnify the Municipality against any claims associated with the construction and / or maintenance of the required infrastructure until it is transferred to the ownership of the Municipality.*

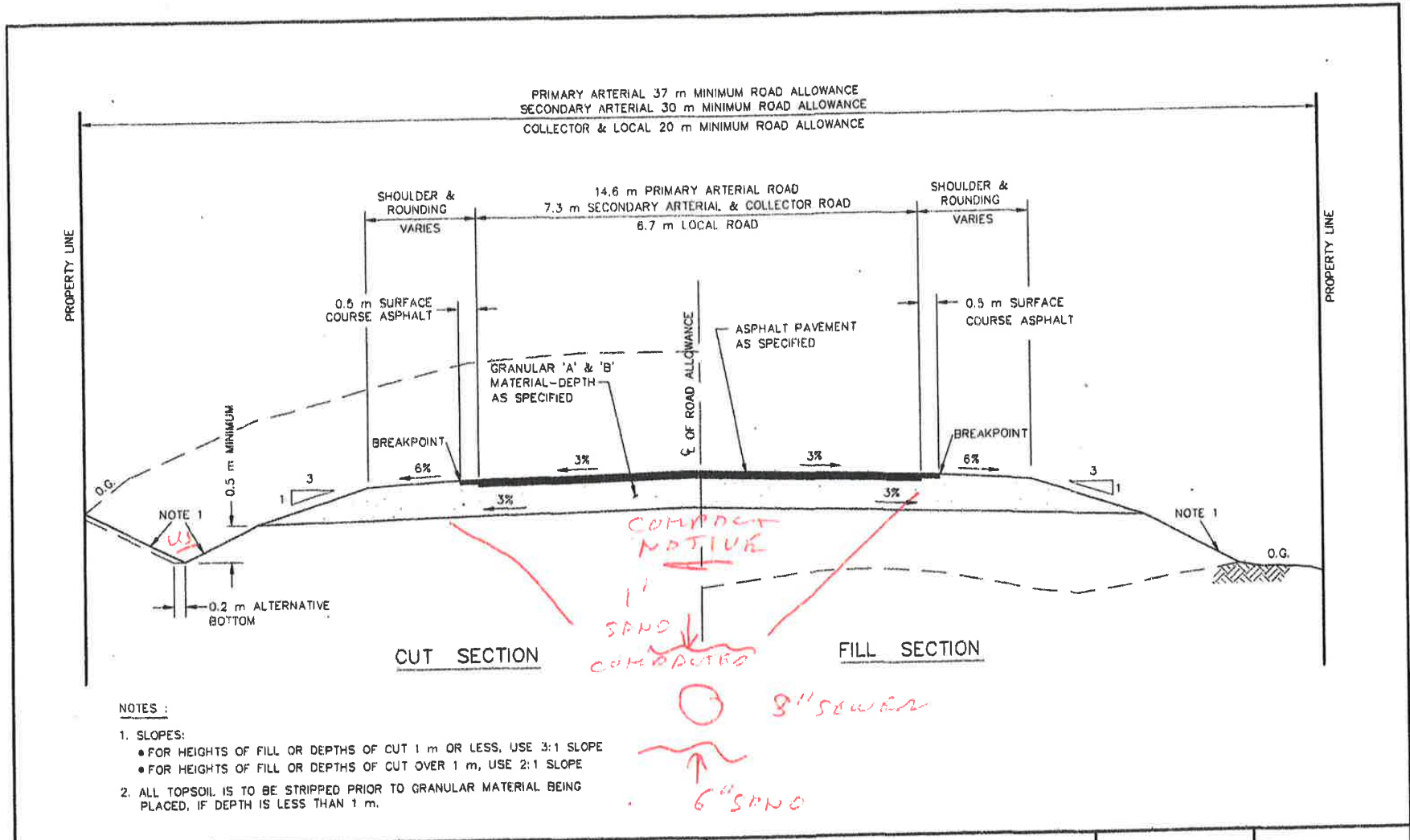
Staff supports this recommendation.

Once the terms of the development have been addressed the Developer and the Municipality agree to enter into a Construction Agreement which will be created by staff and reviewed by the Municipal solicitor and the Developers solicitor, further detailing the responsibilities of each party.

Prepared by: Andrea Tarini, Chief Building Official







- NOTES :
1. SLOPES:
    - FOR HEIGHTS OF FILL OR DEPTHS OF CUT 1 m OR LESS, USE 3:1 SLOPE
    - FOR HEIGHTS OF FILL OR DEPTHS OF CUT OVER 1 m, USE 2:1 SLOPE
  2. ALL TOPSOIL IS TO BE STRIPPED PRIOR TO GRANULAR MATERIAL BEING PLACED, IF DEPTH IS LESS THAN 1 m.

**DISCLAIMER OF WARRANTY**  
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**STANDARD  
 ROAD SECTION  
 RURAL**

DRAWN BY: STS/RFRANK	REV No:
DATE: 2003-03-03	REV DATE:
SCALE: NTS	CAD/FILE No.:
	A1952-1 (1 OF 1)