APPLICATION FOR SITE PLAN APPROVAL

TO: Mayor and Members of Norwich Township Council
MEETING: November 27, 2007
REPORT NO. 2007-367

OWNER: Otter Creek Golf & Country Club
c/o 2113185 Ontario Limited
3513 Mavis Road,
Mississauga, ON N5C 1T7

AGENT: Bill Green, MCIP RPP
GSP Group Inc.
201 – 72 Victoria St South
Kitchener, ON N2G 4Y9

BACKGROUND:

This development site comprises a 110.3 hectare (272.5 acre) property located adjacent to the south-western area of the village of Otterville, and comprising portions of Big Otter Creek and two smaller tributary creeks (Plum Creek and Cedar Creek). Re-zoning of the lands to permit the 18-hole golf course use, with accessory clubhouse, business office and retail uses (golf pro-shop) was approved by Township Council on May 28, 1996. A related site plan for an 18-hole golf course was considered and approved by Council at the same time, with the then owner (Otterview Estates Limited) also entering into a development agreement with the Township to permit the golf course use. Since large portions of the site were designated as an “Environmental Protection” area under the County of Oxford Official Plan, the 1996 development agreement included clauses that addressed requirements and recommendations from the 1996 environmental impact study. Construction on the golf course started in mid-2003. However, it was not completed in accordance with the approved site plan. Subsequently, in December 2006 ownership of the property changed. The new owners have submitted a revised golf course site plan for Council’s consideration.

Plate 1 - Location and Existing Zoning, shows the extent of the property and its location adjacent to Otterville, as well as existing zoning.

Plate 2 - 2006 Aerial Orthophotography, shows the extent of development on the subject site and the adjacent lands as of April 2006.

Plate 3 - Revised Site Plan, shows the layout of the proposed 18-hole golf course. Additional detailed plans for the parking area, clubhouse location and the site grading are included in Schedule “B” to the attached development agreement. The Site Plan includes approximately 12.0 hectares (30 acres) located within the designated settlement area that will develop via residential subdivision at a later date.

For Council’s information, the Owner has proposed a temporary building for the clubhouse/pro-shop, with a permanent structure to be erected at a later date. The Owner is aware that
Plate 2: NSPC 07-2 (James Street, Otterville - Otter Creek Golf & Country Club / 2113185 Ontario Limited)
2006 Aerial Orthophotography (with parcels and topographic overlays)

NOTE: THIS IS NOT A PLAN OF SURVEY
NORWICH - SCOUTURE
revisions to the Site Plan will be required prior to the issuance of any building permit(s) for the permanent clubhouse.

Also for Council’s information, it should be noted that notwithstanding the Owner secured an exemption from the Site Plan Control By-law provisions that prohibit construction activity in advance of required Council approval of the Site Plan, in order to construct the pumphouse near the Hole 10 green, they did not secure the necessary building permit for the pumphouse.

Additionally, following the recent dedication of land by the adjacent farm operator (L. & D. Smith) to the Township to accommodate the extension of the James Street road allowance to the south, the Owner has recently acquired approximately 10.9 hectares (27 acres) of land from the adjacent farm. While no specific development plan for that farm field area has been proposed at this time, the Owner has indicated that the permanent private access road from James Street to the clubhouse and parking area will cross that property in order to provide a more suitable access than the one proposed on the revised Site Plan. The Owner is aware that re-zoning of that farm field and revisions to the Site Plan will be required prior to inclusion of that land within the golf course development.

The Site Plan was circulated to and reviewed by relevant agencies and Township staff. Modifications to the Site Plan were required to address staff concerns. These concerns related to the following issues:

- Delineation of all High Constraint (environmental protection) areas, as previously identified in the approved 1996 Environmental Impact Study;
- Delineation of all environmentally sensitive areas to be restored (that were impacted by construction activities of the previous owner);
- Identification of the 6.1 hectare (15 acre) area to be replanted with trees;
- Delineation of all easements in favour of other parties (Township and Hydro One);
- Identification of the location of all utilities (water, electricity, gas, etc.);
- Greater detail drawing for the parking area and clubhouse location; and,
- Addition of drawing notes and warning signs at specific locations on the west side of the golf course, adjacent to James Street, to address privacy and safety concerns of the adjacent farm operator.

In addition to the above modifications, the Owner has secured permission via a Construction and Encroachment Agreement (dated September 25, 2007) with Hydro One Networks Inc. to establish the private parking lot, underground drainage and hydro services on lands subject to the easement for the high-voltage transmission line and to address all of Hydro One’s concerns in this respect. This easement is shown on the Site Plan.

Township, County and Long Point Region Conservation Authority staff have reviewed the revised Site Plan and are generally satisfied the development proposal conforms to the applicable Zoning By-law regulations and can proceed to a final review by the Township Council.

A Site Plan Development Agreement for the private recreational use has been prepared and is attached for Council’s consideration. The Agreement addresses the standard concerns of the Township and any site-specific issues related to this development. The Agreement has been reviewed by the owner and they are in agreement with the inclusion of special clauses that address the requirements to:

- conduct environmental monitoring during construction and to establish a “Post Construction Monitoring Protocol”, in conjunction with the Township and Conservation Authority, that will implement all the recommendations of the 1996 Environmental Impact Study, as recently amended;
• to secure any necessary permits from the Long Point Region Conservation Authority, prior to conducting any site alterations in the regulated flood and fill areas;
• to replant 6.1 hectares (15 acres) of trees that were removed by the previous owner without permission and to provide a $10,000 cash-in-lieu payment to the County of Oxford, for another 4.0 ha (10 ac) of destroyed trees, to be used solely for tree re-planting elsewhere in the County.
• erect barrier netting, fencing or other mitigation measures, including appropriate signage, along the James Street side of the golf course, at the sole discretion of the Township and sole cost of the Owner; but not prior to appropriate discussion between the Owner and Township, should the need for such mitigation measures arise at a future date.

SUMMARY

In accordance with the Site Plan Control By-law No. 14-2006 and the provisions of the “Special Recreational (REC-5)” zone, the owner has submitted a site plan application proposing the development of an “18-hole golf course, with accessory clubhouse, business office and retail shop” on an existing lot located adjacent to the Village of Otterville. The development proposal was circulated to and reviewed by relevant agencies. Minor revisions to the Site Plan were required and have been incorporated into the development proposal. The Site Plan, as shown on Plate 3 (with the related schedules in the attached Agreement), can be considered appropriate for approval.

RECOMMENDATIONS:

1. That the Council of the Township of Norwich approve the application for Site Plan submitted by 2113185 Ontario Limited (Otter Creek Golf & Country Club), for lands described generally as Part Lots 12 and 13, Concession 9 (South Norwich), being Parts 1 and 2, Plan 41R-7091, in the Township of Norwich, for the purposes of developing an 18-hole golf course, with accessory clubhouse, business office and retail shop uses on a 110.3 hectare (272.5 acre) site adjacent to the Village of Otterville.

2. And further, that the necessary By-law be prepared and adopted to authorize execution of the attached Site Plan Agreement between 2113185 Ontario Limited and the Township of Norwich.

Authored by:

“Stephen Couture”
Stephen Couture, B.E.S. Planner

Approved by:

“Margaret Misek-Evans”
Margaret Misek-Evans, MCIP RPP Corporate Manager

File: NSPC 07-2 Otter Creek Golf Course - report
TOWNSHIP OF NORWICH

SITE PLAN AGREEMENT

THIS AGREEMENT, made this 27th day of November, 2007

BETWEEN:

2113185 Ontario Limited
Also known as Otter Creek Golf & Country Club
hereinafter called the 'Owner'
of the First Part

- and -

The Corporation of the Township of Norwich
hereinafter called the 'Township'
of the Second Part

WHEREAS the Owner is the registered owner of those lands and premises in the Township of Norwich described in Schedule “A” attached hereto and hereafter referred to as the “Subject Land”;

AND WHEREAS the Owner acknowledges that the Subject Land is subject to Site Plan Control pursuant to the provisions of Section 41 of the Planning Act, R.S.O., 1990, and pursuant to Township of Norwich Site Plan Control By-law No. 14-2006;

AND WHEREAS the Township is of the opinion that it is in the best interest of the Township and its inhabitants for any construction or development on the Subject Land to proceed upon the Owner being required to undertake to make certain arrangements and to give certain assurances with and to the Township for the health, safety, convenience and well-being of the public;

NOW THEREFORE WITNESSETH that in consideration of the covenants and agreements herein contained and the Township approving the necessary Site Plan drawings and other good and valuable consideration, the parties hereto covenant and agree each with the other as follows:

1. The Subject Land affected by this agreement is the lands as described in Schedule “A”.

2. The Owner acknowledges and agrees that the Township shall be under no obligation to issue any building permit for development on the Subject Land and the Owner covenants and agrees not to use the Subject Land for the 18-hole golf course with clubhouse and accessory business office and accessory retail outlet (pro-shop) (hereinafter referred to as “the development project”) purposes until:

(a) Such plans as may be required pursuant to Section 41 of the Planning Act, R.S.O., 1990 which, in the opinion of the Township are necessary for the development project on the Subject Land, have been approved in writing by the
Township. The said plans shall be prepared by a member of the Ontario Professional Planners Institute or, the Association of Professional Engineers of Ontario or, the Ontario Association of Architects or, the Ontario Association of Landscape Architects, as the case may be, if required by the Township.

(b) The Township has been advised by the Chief Building Official of the Township that the Owner has satisfied all of the requirements of the Chief Building Official in relation to the Township Zoning By-law No. 07-2003-Z and other applicable by-laws.

(c) The Township has been advised by the Township Public Works Superintendent or, the Township Drainage Superintendent or, the Long Point Conservation Authority, as the case may be, that the Owner has satisfied all of their requirements regarding grading and stormwater management for the development project.

(d) The Township has been advised by the Fire Chief of the Township that the Owner has satisfied all of the requirements of the Fire Chief regarding fire protection services for the development project.

(e) The Township has been advised by the County of Oxford Public Works Department that satisfactory arrangements have been made with respect to the provision of municipal water service, if required, for the development project.

(f) The Township has been advised by the County of Oxford Department of Public Health and Emergency Services that the Owner has satisfied all of the requirements of the County of Oxford Department of Public Health and Emergency Services with respect to the provision of private sanitary services, if required, for the development project.

(g) The Township has been advised by the Long Point Region Conservation Authority that the Owner has satisfied all of the requirements of the Authority regarding their regulated flood and fill areas, and any wetland restoration and mitigation measures, if required, for the development project.

(h) The Township has been advised by Hydro One Networks Inc. that the Owner has satisfied all requirements of Hydro One Networks Inc. in respect to the transmission line easement across the Subject Land, as registered under Instrument No. 1743, which easement is employed by Hydro One Networks Inc. to accommodate an existing high voltage electricity steel transmission line.

3. The Township’s approval of the plans mentioned in Section 2(a) of this agreement shall be subject to such conditions as the Township deems reasonable and necessary for good orderly development.
4. Prior to the erection of any buildings on the Subject Land that are subject to the provisions of the Building Code Act, 1992, the Owner shall supply to the Township the appropriate structural plans, and detailed site and grading plan(s) for the affected areas, in order to obtain the building permit(s) from the Township.

5. The Owner covenants and agrees that upon the approval of the plans set out in Section 2(a) of this agreement, the Owner shall carry out all works shown on the said plans in accordance with said plans at the sole expense of the Owner. Such works shall proceed in a timely manner and shall be completed within 24 months of the date of execution of this Agreement.

6. The Owner covenants and agrees that all work and services required under this agreement shall be carried out in a good and workmanlike manner in accordance with good trade practices so as to cause a minimum of nuisance to the neighbours. The Owner further covenants and agrees that all necessary precautions shall be taken during site alteration and construction activity to avoid the raising of dust, creating unnecessary noise and other nuisances and to provide for the public safety, so far as possible.

7. The Owner covenants and agrees to pay the Township for all costs associated with the preparation and registration of this agreement.

8. The Owner covenants and agrees to pay the Long Point Region Conservation Authority for all costs incurred by the Long Point Region Conservation Authority that are directly related to the development project including, but not limited to, site visits and inspections prior to and during construction; and, directly related to the implementation and inspection of any required post-construction mitigation measures, that occur from time to time, for the development project.

9. The following special provisions shall apply to the development project in order to address unique circumstances and unique solutions, as required to ensure good orderly development on the subject lands:
   a) The Owner covenants and agrees to retain a qualified Architect and/or Professional Engineer (“qualified professional”) to oversee the implementation of the site plan, for the duration of the construction of the development project and further, that the said qualified professional shall provide reports to the Township and other agencies with appropriate jurisdiction regarding the implementation of the site plan. Said reports are to be provided at the discretion of the Township or other agencies, and at the sole expense of the Owner. The Owner further agrees to provide to the Township, in writing and prior to commencement of any site clearing or alteration or construction, with the name and other relevant contact information for the Owner’s qualified professional(s) and to immediately provide any new information to the Township and other agencies should the status of the qualified professional(s) change during the implementation of this site plan.
   b) The Owner covenants and agrees that those matters as set out by the Long Point Conservation Authority in correspondence dated April 5, 2007, and August 3,
2007, and attached to this Agreement as Schedule ‘C’, regarding sediment and erosion control works; the proposed stream crossings, and the stabilization of downstream floodplain and valley slopes, have been addressed and implemented to the satisfaction of the Long Point Region Conservation Authority.

c) The Owner covenants and agrees to implement all of the recommendations of the approved “Otter Run Golf Course – Environmental Impact Study” (dated May 22, 1996) prepared by Ecologistics Limited and as amended by Memorandum from Natural Resource Solutions Inc. (dated July 11, 2007). The Owner further agrees to undertake environmental monitoring during construction and to prepare and implement a ‘Post-Construction Monitoring Protocol’. The ‘Post-Construction Monitoring Protocol’ shall be prepared by a qualified professional prior to the completion of the first year of golf course operation and submitted to the Long Point Region Conservation Authority and Township. The protocol shall establish the parameters and timing for inspection and/or testing and reporting. The Owner shall submit all the required reports to the Long Point Region Conservation Authority and Township prior to implementing the protocol requirements. The Owner further agrees to undertake, in a timely manner, all required mitigation measures for the duration of the post-construction monitoring period. The Owner also agrees to allow the employees and agents of the Township and/or Long Point Region Conservation Authority to enter the Subject Land to undertake periodic monitoring of the site during construction and for the duration of the post-construction monitoring period in order to ensure that all required protection and mitigation measures are installed and functioning to the satisfaction of the Long Point Region Conservation Authority.

d) The Owner covenants and agrees to sustain the environmental monitoring in a manner that is fully integrated with contemporary golf course management practices, at no cost to the Township or Conservation Authority.

e) The Owner covenants and agrees to secure the necessary approvals and permits from the Long Point Region Conservation Authority, or other appropriate authority with jurisdiction, with regard to any stream crossings and the stabilization of the downstream floodplain and valley slopes; and, further, to implement the additional, standard mitigation measures and requirements that are related to the development project, as identified in the Long Point Region Conservation Authority’s correspondence dated August 3, 2007.

f) In order to address the concerns of the County of Oxford in respect to the County of Oxford Woodlands Conservation By-law No. 4489-2004 (formerly County of Oxford By-law No. 2806-88), whereupon as a result of actions by the previous owner (Otterview Estates Ltd.) 10.11 hectares (25.0 acres) of trees were removed from the Subject Land without permission, the Owner covenants and agrees to re-plant 6.07 hectares (15.0 acres) of trees on the Subject Land, as shown on Schedule “B-1”. Said re-planting shall be completed no later than May 1, 2008,
and prior to occupancy of the development project. Additionally, in lieu of re-planting the remaining 4.05 hectares (10.0 acres) of trees, and immediately upon execution of this said Agreement, the Owner covenants and agrees to provide a cash-in-lieu contribution to the County of Oxford, in the amount of $10,000; which money is to be used solely by the County of Oxford for replanting trees elsewhere within the County.

g) That, if deemed necessary by the Township, the Owner agrees to erect barrier netting, fencing or other mitigation measures (including appropriate signs) deemed appropriate by the Township where evidence that such measures are necessary for the protection and/or privacy of neighbouring properties. Such measures as deemed appropriate by the Township, including but not limited exclusively to those features identified on Schedule “B-1”, will be erected at the sole discretion of the Township and the sole expense of the Owner. However, such netting, fencing or other mitigation measures shall not be required prior to appropriate consultation between the Owner and the Township.

h) The Owner covenants and agrees that, prior to the occupancy and use of the 18-hole golf course, all required warning signs and fences on or adjacent to the golf course boundary, shall be installed in accordance with the approved Site Plan, and to the specifications of the Township.

10. a) The Owner covenants and agrees that no later than twelve (12) months after occupancy of the 18-hole golf course use on the Subject Lands, the Owner shall provide to the Township three (3) copies of the “as constructed” drawings, printed in full size drawing format, that accurately illustrate the installed works and services; the buildings and parking areas; the engineered site grading and drainage features; and, the landscaping features as required to be constructed for the 18-hole golf course use on the Subject Land. The “as constructed” drawings shall be prepared and certified by the Owner’s qualified professional(s), retained pursuant to Section 4, as required for each drawing. The “as constructed” drawings shall be accompanied by the qualified professional’s Certificate of Completion, indicating the development project has been completed in accordance with the approved plans.

b) The Owner further covenants and agrees that, only upon receipt of the qualified professional’s Certificate of Completion and the “as constructed” drawings, together with a written request from the Owners to the Township, shall the Township be required to provide a refund of the $2,000 deposit submitted with the application for Site Plan Control (NSPC 07-2).

c) The Owner further acknowledges that failure to meet the above-noted requirements (for the “as constructed” drawings, Certificate of Completion and Owner’s written request) within the prescribed time period shall constitute a breach of the terms of this agreement. In the event such breach occurs, the
Township shall provide, in writing and at any time thereafter, notice of the deposit forfeiture to the Owner, whereupon the deposit that was provided to the Township in support of the application shall be forfeited immediately to the Township and no further refund of this deposit shall be provided by the Township to the Owners. The Owner further covenants and agrees that the forfeiture of the deposit to the Township, should this event occur, in no way releases them from their obligation to provide the required Certificate(s) of Completion and the “as constructed” drawings for this development.

11. The Owner acknowledges that any changes in land use, or any changes to the approved Site Plan drawings, attached as Schedules “B-1” to “B-6” to this Agreement, will require further review and approval by the Township and other applicable authorities, if necessary, prior to the commencement of any site alterations or the approval of any building permit(s) associated with those proposed changes. If necessary, an amendment to this Agreement will be required to be entered into to identify the change(s) and address any additional concerns of the Township and other authority with jurisdiction.

12. The Owner acknowledges that this agreement is entered into under the provisions of Section 41 (7)(c) of the Planning Act, R.S.O. 1990, as amended and that any expenses of the Township arising out of the enforcement of this agreement may be recovered in the following manner:
   a) by use of any cash, deposit or security furnished to the Corporation under Section 3.2.2 of this by-law; or,
   b) by action; or,
   c) in a like manner as real property taxes, pursuant to the Municipal Act, 2001.

13. The parties hereto agree that this agreement and everything contained herein shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties hereto as the case may be and shall constitute a covenant running with the lands described in Schedule “A” attached hereto.

14. The Owner covenants and agrees that the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition thereof shall not be called into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal and that the Township may plead this provision in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

IN WITNESS WHEREOF, the respective parties have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

Signed, Sealed and Delivered  ) 2113185 ONTARIO LIMITED
in the Presence of

__________________________________ ) ________________________________________
Witness ) Per

__________________________________ ) ________________________________________
Witness ) Per

We/I have authority to bind the Corporation

THE CORPORATION OF
THE TOWNSHIP OF NORWICH

__________________________________
Donald Doan, Mayor

__________________________________
Betteanne M. Cadman, Clerk-Administrator