



Municipality of North Grenville

Report No.
PD-020-2020

File No.
07-T-16002

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| Agenda Date: | July 22nd, 2020 – Special Council Meeting |
| Subject: | Lioness Developments Inc. (The Creek Subdivision) – Execution of Subdivision Agreement |
| Attachments: | Appendix 1: Draft Plan of Subdivision Appendix 2: Conditions of Draft Approval |

RECOMMENDATION

The following recommendation is provided for Council's consideration:

That Council authorizes the Mayor and Clerk to execute the Subdivision Agreement on behalf of the Municipality for the Lioness Developments Inc. Subdivision (The Creek Subdivision)

BACKGROUND

The Creek Subdivision received draft plan approval on February 7th, 2019 from the United Counties of Leeds and Grenville (**Appendix 1**). The draft approval includes some conditions from the Municipality, which had to be addressed before the subdivision could be registered. (**Appendix 2**) All of the conditions of draft approval have been addressed through the Subdivision Agreement, which now must be executed with the Developer.

ANALYSIS

Staff have prepared a draft Subdivision Agreement which addresses the Municipality's conditions of draft approval. Once it has been executed by the Developer, it will be in a position to be executed by North Grenville. It is the recommendation of staff that the Mayor and Clerk be authorized to execute this Agreement on behalf of the Municipality.

ALTERNATIVES

1. Council could refuse to execute the subdivision agreement and the subdivision approval would lapse. This is not a desirable option.

FINANCIAL/STAFFING IMPLICATIONS

This item has been identified in the current budget: Yes ☐ No ☐ N/A **X**

This item is within the budgeted amount: Yes ☐ No ☐ N/A **X**

Staffing implications, as they relate to implementing Council's decision on this matter, are limited to the existing staff complement and applicable administrative policies as approved by Council.

LINK TO COUNCIL WORK PLAN

The proposed application(s) supports the economic development themes within Council's Work Plan by accommodating a new residential development that extends from an existing development which provides opportunities for increased connectivity for residents while making efficient use of land and resources.

Prepared & submitted by:



Philip Gerrard
Director of Planning & Development

**Recommendation submitted for
Committee of the Whole
consideration by:**

Gary Dyke
CAO

CONDITIONS OF DRAFT APPROVAL

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| Applicant: | Lioness Developments Inc. | Date of Decision: | February 7, 2019 |
| File: | 07-T-16002 | Date of Notice: | February 7, 2019 |
| Municipality: | North Grenville | Last Date of Appeal: | February 27, 2019 |
| Location: | Pt. Lot 29, Con 2 (Oxford) | Lapsing Date: | February 7, 2022 |

Conditions of Draft Approval

1. This approval applies to the draft plan prepared by Andre Roy, O.L.S. of Annis, O'Sullivan, Vollebekk Ltd., dated October 15, 2018 which shows a total of one-hundred-and-seventeen (117) residential lots (Lots 1 to 118 inclusive) to be developed for single detached dwellings, and five (5) blocks (Blocks 119 to 123 inclusive) to be developed for townhouse dwellings, all of which will be developed on full municipal services. This approval also applies to one (1) stormwater block (Block 126), three (3) open space blocks (Blocks 118, 124 and 127), one public access block (Block 125) and three (3) public streets (Street 1, Street 2 and Street 3).
2. The Owner covenants and agrees that this Draft Approval is granted for a 3-year period from the date of Notice of Decision, at the end of which, should the lots not be registered, said Draft Approval shall lapse. This shall be to the satisfaction of the Municipality and the United Counties of Leeds and Grenville.
3. The Owner covenants and agrees that an extension of the Conditions of Draft Approval may be sought from the United Counties of Leeds and Grenville; said Draft Approval may be extended for additional periods not to exceed 12 (twelve) months and shall be granted only with the written concurrence of, and to the satisfaction of the Municipality.
4. The Owner covenants and agrees that the streets included in this draft plan shall be shown and dedicated as public highways and named to the satisfaction of the Municipality of North Grenville.
5. The Owner covenants and agrees that prior to registration of the plan of subdivision; the proposed plan of subdivision shall conform with a Zoning By-Law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Local Planning Appeal Tribunal (LPAT) exhausted. This shall be to the satisfaction of the Municipality.
6. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall be registered against the lands to which it applies once the plan of subdivision has been registered. This shall be to the satisfaction of the Municipality.
7. The Owner covenants and agrees to convey up to 5% of the land included in the plan to the Municipality of North Grenville for park or other public recreational purposes. Alternatively, the Municipality may require cash-in-lieu of all or a portion of the conveyance. This shall be to the satisfaction of the Municipality.

8. The Owner shall deposit with the Municipality, security in the form of a letter of credit representing 100% of the estimated cost of all on-site and off-site works to be provided with respect to the subdivision. The letter of credit shall be reduced, in accordance with the terms and conditions of the subdivision agreement, as works are completed to the satisfaction of the Municipality, including engineering and other certification of the works, and digitized copies of record drawings relating to the work for which the final release is sought. This shall be to the satisfaction of the Municipality.
9. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall contain restrictive covenants or other provisions, to the satisfaction of the Municipality, to address the following:
 - a. the permitted hours of construction activity on the site;
 - b. the location of the construction access to the site; and
 - c. the possibility of disruptions due to adjacent agricultural activities.
10. The Owner covenants and agrees that prior to final approval the Owner shall enter into agreements with Hydro One Networks, and other utility companies for the provision of services to the development, and shall transfer such easements as and when required. This shall be to the satisfaction of the Municipality.
11. The Owner covenants and agrees that such easements as may be required for drainage purposes shall be granted to the appropriate authority. This shall be to the satisfaction of the Municipality.
12. The Owner covenants and agrees to implement all of the recommendations of the EIA "*Proposed Subdivision – Part of Lot 29, Conc. 2 – Township of North Grenville – Environmental Impact Assessment*", dated June 2016, prepared by Bowfin Environmental Consulting Inc. and all the recommendations of the "*Proposed Kemptville Subdivision – Headwaters Report*", dated June 2016, prepared by Bowfin Environmental Consulting Inc. This shall be to the satisfaction of the Municipality and the Rideau Valley Conservation Authority and will require the following:
 - a. Prior to any tree clearing or other ground works on site, the site must be appropriately registered with the Ministry of Natural Resources and Forestry, which includes a formal Butternut Health Assessment (BHA) by a registered assessor and the development of a suitable compensation plan.
 - b. The compensation plan must detail planting and monitoring of new Butternut saplings and companion trees.
 - c. If structural changes to the Riverview-channel are required to accommodate increased flows, a permit to alter the waterway will be required from the Rideau Valley Conservation Authority.
 - d. No clearing of vegetation should occur between April 15 and July 31 without first determining the absence of nesting birds prior to clearing.

- e. Standard construction mitigation for sediment and erosion control will be required during construction of the swale connection between the stormwater management pond and Riverview-channel.
 - f. The construction of any swales or ditches on the adjacent farmland shall not occur between April 15 and July 31 without first determining the absence of nesting birds.
 - g. No alterations to any barn or shed may be considered without an investigation to ensure the absence of Barn Swallow nests.
 - h. To implement sediment and erosion controls on site during construction, including the installation of sediment fencing along the north edge of the 15 metre riparian buffer.
 - i. To provide off-site compensation for the removal of a section of Tributary 2, as described in the "*Headwaters Report*", equivalent to an overall area of approximately 0.5 hectares.
13. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville, whereby the Owner acknowledges and agrees to implement the stormwater management plan "*Final Stormwater Management Report – Riverview Lane Subdivision*", dated October 10, 2017, prepared by Greer Galloway.
14. The Owner covenants and agrees that the subdivision agreement shall contain a clause whereby the Owner agrees that prior to commencement of construction of this subdivision (clearing, grubbing, roads, utilities, any off-site works, etc.) the Owner shall:
- a. have an erosion and sediment control plan prepared by a professional engineer in accordance with current best management practices;
 - b. have said plan approved by the Municipality and the Rideau Valley Conservation Authority; and
 - c. provide certification to the Municipality of North Grenville and the Rideau Valley Conservation Authority by a professional engineer that the plan has been implemented.
15. The Owner covenants and agrees that the subdivision agreement shall contain provisions for the implementation of the grading, drainage and development plan, and the Municipality shall not issue building permits until the drainage and grading has been certified as completed to the extent that the Municipality's engineer is satisfied in accordance with this plan. This shall be to the satisfaction of the Municipality.
16. The Owner covenants and agrees to install appropriate traffic control measures, such as a northbound left turn lane or northbound left turn slip around. This shall be to the satisfaction of the Municipality and the United Counties of Leeds and Grenville.
17. The Owner covenants and agrees that the Subdivision Agreement will contain provisions to maintain some form of vegetation buffer along Lots 22 and 23, adjacent to Block 126, as identified on the draft plan. This covenant will be required to be included as a requirement for subsequent owners of lots within the plan of subdivision. This shall be to the satisfaction of the Municipality.
18. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall contain clauses whereby:

- a. All utility services within the subdivision shall be underground services.
 - b. All of the recommendations in the final approved detailed stormwater management plan will be implemented and appropriate erosion and sediment control undertaken during all phases of site preparation and construction in accordance with the "*Guidelines on Erosion and Sediment Control for Urban Construction Sites*", Government of Ontario, May 1987.
 - c. The Owner acknowledges that all water courses are subject to Ontario Regulation 174/06 "*Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation*" under Section 28 of the *Conservation Authorities Act* as administered by the Rideau Valley Conservation Authority. Any application received in this regard would be assessed within the context of approved policies for the administration of the regulation, including those for the protection of fish habitat.
 - d. Prior to the commencement of any lot grading or issuance of any building permit, the Owner shall submit to the Municipality a grading, drainage and development plan, including drawings and site plans, prepared by a qualified professional and certified as complete by the Municipality's engineer, which will show:
 - i. the location of all buildings and structures to be erected on the site and all final grades and elevation;
 - ii. the means whereby the storm drainage will be accommodated;
 - iii. the means whereby erosion and siltation will be contained and minimized, both during and after construction;
 - iv. the demonstration of legal and adequate outlet for stormwater;
 - v. the grading, drainage and development plan shall be to the satisfaction of the Municipality and the Rideau Valley Conservation Authority.
19. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality contain provisions, whereby all Offer of Purchase and Sale Agreements contain the following provisions advising potential owners:
- a. that the potential impact of groundwater source and/or vertical closed-loop heat pumps has not been assessed and therefore are not permitted within this development (horizontal ground source heat pump systems are permitted subject to the appropriate building permit requirements);
 - b. that a restrictive covenant shall be used to further ensure that groundwater source and/or vertical closed-loop heat pumps are not permitted within this development;
 - c. that the lot number shall be posted on all lots prior to any application for a Building Permit being filed.
20. The Owner covenants and agrees that the subdivision agreement will include provisions outlining responsibilities for street entrance, street lighting, highway related improvements and drainage works.

21. The Owner covenants and agrees that the subdivision agreement between the Owner and the Municipality shall provide for the development of the following related requirements and all other requirements related, but not otherwise listed herein, to the satisfaction of the Municipality:
 - a. the stormwater collection and treatment system;
 - b. the required water distribution system;
 - c. the required wastewater collection and transmission system; and
 - d. the public road system.
22. The Owner covenants and agrees that the subdivision agreement shall contain provisions satisfactory to the Municipality that the extension of the municipal sewage and water mains and laterals to the subject lands shall be the responsibility of the Owner.
23. The Owner covenants and agrees that prior to registration of the subdivision agreement, a servicing agreement, outlining the infrastructure requirements for the development, will be formalized and shall include provisions for development charge credits for servicing in lieu and/or front-ending agreements related to the establishment of infrastructure which would have the ability to benefit lands not related to the draft plan of subdivision.
24. The Owner covenants and agrees that the development shall not connect to the Municipality's sewage collection or water distribution systems until a servicing agreement with respect to same, satisfactory to the Municipality, is executed between the Owner and the Municipality, and all applicable Municipal, County and Provincial approvals have been granted. The foregoing agreement shall include detail with regard to all infrastructure, financial securities, facilities to be provided, inspections, timing of assumption of the services, and payment of all related costs associated with sewage treatment and water system capacity, and timing and availability of sewage treatment plant capacity and water system capacity. These costs would include but not be limited to engineering design and/or review, construction and/or approval costs, legal, surveying and planning fees. The agreement shall include the repayment of any costs undertaken by the Owner by any benefitting property owners. This shall be to the satisfaction of the Municipality.
25. The Owner covenants and agrees to submit a phasing plan for the registration and development of the subdivision to the satisfaction of the Municipality and that the subdivision agreement shall detail the phasing of the registration and development of the lands.
26. The Owner covenants and agrees that the municipal water system and sewage treatment plant capacities shall be allocated to this draft plan of subdivision by the Municipality of North Grenville at the **time of registration** of the individual phases.
27. The Owner covenants and agrees that the Municipality of North Grenville has the right to renegotiate any and all servicing and phasing agreements with the Owner. The renegotiation of servicing and phasing arrangements may include, but will not be limited to, the repayment to the Owner of all payments for water system and sewage treatment

replacement capacity, and the cessation of development, until the Municipality determines to its sole satisfaction that sufficient servicing capacity is available and may be allocated to this development. Prior to the development recommencing, subsequent renegotiated agreements with respect to servicing and phasing shall be executed with the Municipality to its satisfaction.

28. The Owner covenants and agrees that the Municipality shall implement whatever measures it deems necessary to ensure development of this plan of subdivision proceeds according to the phasing scheme as described above. These measures may include, but are not limited to, separate subdivision and/or development agreements or imposition of a holding symbol (-h) in any implementing zoning by-laws in accordance with Section 36 of the *Planning Act*.
29. The Owner covenants and agrees that all works shall be designed and constructed in accordance with the "*Municipality of North Grenville Minimum Standards for Design, Construction and Approval of Municipal Infrastructure and Residential, Commercial and Industrial Development*," dated February 6, 2010, as amended.
30. The Owner covenants and agrees that prior to final approval, the Municipality is to advise the approval authority that matters such as financial securities, facilities to be provided, inspections, timing for assumption of services and operation of facilities by the Municipality and any other such conditions have been set out in the subdivision agreement in a manner that is satisfactory to the Municipality.
31. The Owner covenants and agrees to obtain all necessary approvals from the Ontario Ministry of the Environment, Conservation and Parks and copies shall be provided to the Municipality and to its satisfaction. Furthermore, the subdivision agreement shall contain appropriate provisions for the Municipality to assume ownership and operation of the works and systems in a manner satisfactory to the Municipality. The provision of works shall be specifically outlined within the servicing agreement, and the subdivision agreement shall reflect conditions therein.
32. The Owner covenants and agrees that prior to final approval, the Owner shall submit a copy of the proposed grading and drainage plan to the Municipality showing the intended treatment and runoff, all to the satisfaction of the Municipality.
33. The Owner covenants and agrees that prior to final approval the Owner shall have agreed to, or complied with, the Municipality's requirements concerning the construction of the development, landscaping, parking facilities, access for fire protection and maintenance of facilities. This shall be to the satisfaction of the Municipality.
34. The Owner covenants and agrees that prior to final approval the Owner shall submit to the Municipality and the United Counties of Leeds and Grenville a drainage report and final stormwater management report, in accordance with the conceptual "*Stormwater Management Report River View Lane Subdivision*" prepared by Greer Galloway Group Inc., which will be to the satisfaction of the Municipality, the Rideau Valley Conservation Authority and the United Counties of Leeds and Grenville. The report shall include recommended long-term maintenance procedures and address the following issues:

- a. the final stormwater management design which includes a description of the drainage standards to be applied in the design of the development;
 - b. the water quality control objectives to be achieved by the design;
 - c. hydraulic calculation to demonstrate that post-development flows will not exceed pre-development flows from the site; and
 - d. a plan of the projected ponding on site for the 1:5 and 1:100 year storm events, satisfactory to the Rideau Valley Conservation Authority and the Municipality.
35. That prior to final registration, the Owner shall submit a detailed Aquatic Habitat Offset Plan to the satisfaction of the Rideau Valley Conservation Authority which is in accordance with the report "*Re.: Riverview Lane Headwater Drainage Feature Offsetting Plan*", dated May 1, 2017, prepared by Bowfin Environmental Consulting Inc. The report shall include the following details:
 - a. ecological values evaluation/summary (goals and objectives for the offset project);
 - b. an explanation of the design criteria used to design the new channel realignments/habitat offset elements;
 - c. channel realignment plan view, profile view, cross sections (including pools, riffles, run sections), structures plan, and landscape plan;
 - d. specifications for materials and construction procedures to be provided (ie: in stream structures and erosion control measures, culverts etc.);
 - e. detailed drawings for each type of in stream/habitat offset structure;
 - f. Post Effective Monitoring Plan (including hydraulic and geomorphological components).
36. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees to implement all of the recommendations in the approved Aquatic Habitat Offset Plan.
37. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees that the Aquatic Offset Plan works must be completed within a year from the date that any works on Tributary 2 are undertaken.
38. That prior to registration, the applicant shall provide proof that the vacant parcel in which the Aquatic Habitat Offset works are to occur has been purchased to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville. In the event that the vacant parcel purchase and sale has not been completed then a new Aquatic Offset Plan and location must be agreed upon prior to registration.

39. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville that the aquatic offset lands are to be transferred into public ownership.
40. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees that it is their responsibility to obtain any necessary approvals from the Federal Department of Fisheries and Oceans (DFO) under Section 35 of the *Fisheries Act* for any of the proposed alterations/filling of the tributaries.
41. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees to implement all of the recommendations in the EIS "*Environmental Impact Assessment – Proposed Subdivision, Part Lot 29, Conc. 2, Township of North Grenville*", dated June 2016, prepared by Bowfin Environmental Consulting Inc.
42. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees that Block 124 shall remain in its natural state.
43. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees that the 15-metre setback from Tributary 3 within Block 118 shall remain in its natural state.
44. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville that fencing shall be installed along the boundaries between Block 123 and Block 124, and between Block 124 and Lots 34 through 49. The design of the fencing shall be to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
45. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville that fencing shall be installed along the boundaries between Block 118 and Lots 11 through 19 and between Block 127 and Lots 19 through 22. The design of the fencing shall be to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
46. That prior to registration, the applicant shall submit a fence design for the boundaries between the Blocks 118, 124 and the residential lands to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
47. That prior to registration, the applicant shall submit a plan clearly illustrating the required watercourse setbacks as well as the top of bank to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
48. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby

the Owner acknowledges and agrees that Blocks 118, 124 and 127 shall be transferred to the Municipality.

49. That prior to registration, a revised draft plan clearly illustrating the area required for the cut to be excluded from the residential lots shall be submitted to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
50. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville that the Owner acknowledges and agrees to implement the balanced cut and fill as identified in the report "*Kemptville Creek Floodplain Analysis – Revision 1, Memorandum, Our file No. 180201*", dated August 30th, 2018, prepared by Atriel Engineering Ltd.
51. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority whereby the Owner acknowledges and agrees that prior to the construction of the stormwater management pond, the Owner shall provide confirmation that the works for the cut have been completed. This shall include as-built drawings signed and stamped by a Professional Engineer to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
52. That prior to registration, the applicant shall submit a letter from a geotechnical engineer confirming that the slopes along Tributary 1 are stable and that no further geotechnical investigation is required. This shall be done to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
53. That prior to registration, the applicant shall submit a final stormwater management report consistent with the conceptual report "*Serviceability Study, Sewer, Sanitary Sewer and Waterman, River View Lane Subdivision – Urbandale Corporation*" dated May 2018, prepared by Artel Engineering Ltd. to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville. The report shall clearly address items 2 and 3 in the RVCA Technical Review Memo dated July 27th, 2018, prepared by Evelyn Liu.
54. That the subdivision agreement contain wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees to implement the final stormwater management plan.
55. That prior to final registration, final details on the stormwater outlet are to be submitted to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville.
56. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees that prior to commencement of construction of this subdivision (clearing, grubbing, roads, utilities, any off-site works, etc.) the Owner shall:
 - a. have an erosion and sediment control plan prepared by a professional engineer in accordance with current best management practices;
 - b. have this plan approved by the Municipality of North Grenville; and

- c. provide certification to the Municipality of North Grenville by a professional engineer that the plan has been implemented.
57. That prior to registration, the applicant shall submit a sediment and erosion control plan which includes an orange construction fence along the watercourse setback boundaries.
58. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees to provide certification to the Municipality of North Grenville through a professional engineer that all measures have been implemented in conformity with the approved stormwater management plan.
59. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville whereby the Owner acknowledges and agrees that written permission from the Rideau Valley Conservation Authority under Ontario Regulation 174/06 "*Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation*" under Section 28 of the *Conservation Authorities Act* is required for the following:
- a. Any alteration, straightening, changing, diverting or interfering in any way with any watercourse requires the prior written approval of the Rideau Valley Conservation Authority under Ontario Regulation 174/06 "*Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation*" under Section 28 of the *Conservation Authorities Act*. This includes the re-alignment of any watercourse, the installation of the water control structure, stormwater outlets and any watercourse crossings.
 - b. Any development within 120 metres of the Kemptville Creek Part 3 Provincially Significant Wetland requires the prior written approval of the Rideau Valley Conservation Authority.
 - c. Any development within the 1:100 year floodplain of Kemptville Creek requires the prior written approval for the decommissioning and re-alignment of Tributary 1, the re-alignment of Tributary 2, the placement of the control structure across the watercourse and any stormwater outlets to the watercourse will require the prior written approval of the Rideau Valley Conservation Authority.
60. That prior to registration, the applicant shall submit an application under Ontario Regulation 174/06 to the Conservation Authority for all of the proposed works within the RVCA's regulation limit including the balanced cut and fill, the proposed stormwater management pond, the alterations to the watercourses, the stormwater outlet and the proposed Aquatic Offset Plan. In the event that the subdivision is registered in phases, only an application for the works required for that phase must be submitted.
61. That the Owner covenants and agrees to provide the Municipality of North Grenville with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation.

62. The Developer agrees to provide Canada Post Corporation with the excavation date for the first foundation/first phase as well as the date development is scheduled to begin. Also provide the expected installation date for the Community Mail Boxes.
63. That the Developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that Canada Post will deliver mail via a Community Mail Box. The Developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
64. The Owner shall indicate in the agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
65. That a 0.3 metre reserve be shown across the County Road 19 frontage with the exception of the streets.
66. That at a minimum, one streetlight be installed at each entrance to the subdivision.
67. That prior to final approval the Municipality shall advise the approval authority in writing how Conditions 1 to 64 have been satisfied.
68. That prior to final approval the Rideau Valley Conservation Authority shall advise the approval authority in writing how Conditions 12 to 15 and 34 to 60 have been satisfied.
69. That prior to final approval the County Engineer shall advise the approval authority in writing how Conditions 16, 34, 65 and 66 have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of the draft approval and to ensure that the required clearance letters are forwarded to the United Counties of Leeds and Grenville and copied to the Municipality of North Grenville, quoting File No. **07-T-16002**.
2. It is suggested that the Municipality register the subdivision agreement as provided by subsection 51(26) of the *Planning Act, R.S.O. 1990* against the land to which it applies, as notice to prospective purchasers.
3. All measurements in the subdivision final plan must be presented in metric units.
4. Easements may be required by Bell Canada subject to the final servicing decision. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements. All other easements required for utility or drainage purposes shall be granted to the appropriate authority.

5. If final approval is not given within three years of the date of this draft approval, and no extensions have been granted pursuant to Section 51(33), then draft approval shall lapse **January XX, 2022** pursuant to Section 51(32) of the *Planning Act*.
6. It is the responsibility of the Owner to request an extension of the draft plan approval. A request for extension should be made at least 60 days before the draft plan approval lapses.

No extension can be given after the lapsing date. The request should include the reasons for requesting the extension and the applicable fees.

Clearances Are Required From the Following Agencies

Director of Planning and Development
Municipality of North Grenville
P.O. Box 130, 285 County Road 44
Kemptonville, ON K0G 1J0

Rideau Valley Conservation Authority
3889 Rideau Valley Drive, Box 599
Manotick, ON K4M 1A5

County Engineer/Director of Public Works
United Counties of Leeds and Grenville
25 Central Avenue West
Brockville, ON K6V 4N6