

THAT Council recommend approval of the proposed Draft Plan of Subdivision for Phase V of the eQuinelle Plan of Subdivision (07-T-19002) to the United Counties of Leeds and Grenville subject to the following conditions:

1. This approval applies to the draft plan for Novatech Engineering Consultants Ltd., dated August 26th, 2020, and certified by Brian Kerr, OLS, which shows a total of 86 lots for single family dwellings, and 5 blocks consisting of semi-attached dwellings, 22 one storey town homes and 60 two storey town homes, 3 blocks for pathways, 1 stormwater management block, and 2 open space blocks.
2. The Owner acknowledges 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. 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 at a time and shall be granted only upon the written concurrence of, and to the satisfaction of, the Municipality.
4. The streets included in this draft plan shall be shown and dedicated as public highways.
5. The streets shall be named to the satisfaction of the Municipality of North Grenville.
6. The Owner 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.
7. The Owner covenants and agrees that prior to registration of the plan of subdivision, the proposed plan of subdivision shall conform with a Zoning By-Law approved under the requirements of the Planning Act, with all possibility of appeal to the Ontario Municipal Board exhausted. This shall be to the satisfaction of the Municipality.
8. The Owner covenants and agrees that prior to final approval the Owner shall enter into an agreement 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.
9. That such easements as may be required for drainage and municipal sewer and water service purposes shall be granted to the appropriate authority.
10. The Owner acknowledges and agrees that the subdivision agreement between the Owner and the Municipality shall be registered against the lands to which it applies once the plan of subdivision has been registered. This shall be to the satisfaction of the Municipality.
11. 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 stormwater management report, which will be to the satisfaction of the Municipality and the Rideau Valley Conservation Authority. The report shall include recommended long term maintenance procedures.

12. The Owner shall prepare a stormwater management plan to the satisfaction of the Rideau Valley Conservation Authority and the Municipality of North Grenville, which addresses all outstanding issues including:
 - 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.
13. 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.
14. The Owner acknowledges and agrees that the subdivision agreement between the Owner and the Municipality shall contain provision for implementation of the grading / drainage / development plan. Implementation of the grading and drainage is completed in a number of steps throughout the construction timeline and the Municipality shall not issue building permits until the drainage and rough grading has been certified by the Owner's Engineer as sufficiently completed to ensure that drainage during construction will be directed to the designed system. . This shall be to the satisfaction of the Municipality.
15. The subdivision agreement between the Owner and the Municipality shall contain clauses whereby:
 - a) The Owner agrees to implement (construct, maintain, and operate, if applicable) the final stormwater management facility and to undertake appropriate erosion and sediment control 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, as amended.
 - b) The Owner acknowledges that all watercourses are subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 174/06 under Section 28 of the Conservation Authorities Act), as administered by the RVCA. The regulation requires that the Owner obtain the written approval of the Conservation Authority prior to any alteration, straightening, changing, diverting or interfering in anyway with the channel of the watercourse. 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.
 - c) All utility services within the subdivision shall be underground services.
 - d) The Owner agrees that prior to commencing any grading or construction on any lot, to have prepared by a qualified professional a detailed report, drawings and site plans acceptable to the Municipality, which will show:

- (i) the location of all buildings and structures to be erected on the site and all final grades and elevation; and
- (ii) the means whereby the storm drainage will be accommodated; the means whereby erosion and siltation will be contained and minimized, both during and after construction; and the demonstration of legal and adequate outlet for stormwater. The grading, drainage and development plan shall be to the satisfaction of the Municipality and the Rideau Valley Conservation Authority.

16. The Owner agrees that a traffic impact statement will be prepared by the Owner and shall apply to this subdivision and, except where otherwise directed in writing by the Municipality, the development of this subdivision, the construction of all works, and the use by the Owner of the lands within the subdivision will be in accordance with the recommendations of this report, as satisfactorily amended or modified to the Municipality's requirements, and secured in the subdivision agreement.

17. The Owner agrees that the subdivision agreement will include provisions outlining responsibilities for street entrance, on-street parking, highway related improvements and drainage works as outlined in the traffic impact statement, and the construction of a northbound left and southbound right turn lane and related drainage works shall be in keeping with the "Pavement marking and signage plan" from the detailed design drawings included in Appendix B to the "Equinelle Subdivision Phase 5 Traffic Impact Study" prepared By NOVATECH dated August 16, 2019 to the satisfaction of the Municipality and the United Counties of Leeds and Grenville.

18. 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 required water distribution system;
- b) the required wastewater collection and transmission system;
- c) the stormwater collection and treatment system; and
- d) the public road system.

The Owner shall obtain all necessary approvals from the Ontario Ministry of Environment and copies shall be provided to the Municipality. The above noted requirements shall be to the satisfaction and approval of the Municipality. 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.

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.

22. The Owner covenants and agrees that prior to final approval the Owner shall prepare a tree inventory and evaluation report, which will be to the satisfaction of the Municipality.

Commented [AM1]: No pre-servicing agreement is required to facilitate Phase 5.

23. 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 as-built drawings relating to the work for which the final release is sought.
24. 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.
25. 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.
26. Prior to registration of this Phase of the subdivision (5) that the following matters will have been addressed, to the satisfaction of the Municipality:
 - a) Based on the theoretical design flows, full build out including Phase 5 will require an additional 86 m3 of water storage. This storage increase was approved by MOECP's alteration to the MNG's Domestic Water Works Permit (Permit 159-201), as part of the Phase 3 Detailed Design Report. The storage upgrade timeline is to be confirmed to the satisfaction of the Public Works Department, with the facility upgrades being granted preliminary approval prior to the first occupancy; and
 - b) Best efforts are made by the developer to the satisfaction of the Director of Public Works that prior to registration of this Phase of subdivision (5) that all subdivision works within Phase 2A, 2C, 2E and 2G are completed and submission for final acceptance is provided in anticipation of these phases will be assumed by the Municipality.
28. That prior to final registration the Owner shall provide a final detailed stormwater management plan in conformity with the conceptual report "Servicing and Stormwater Management Report – Equinelle Subdivision Phases 5" dated August 16th, 2019 prepared by Novatech Engineering Consultants Ltd. to the satisfaction of the Rideau Valley Conservation Authority and the Municipality. The detailed storm water management shall provide specific details on any proposed modifications to any watercourse within the development.
29. That the subdivision agreement contains a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Municipality whereby the Owner acknowledges and agrees to implement all of the recommendations on the final approved stormwater management plan.
30. That the subdivision agreement contains 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 all supporting stormwater management infrastructure must be completed and operational prior to the commissioning of the storm sewers.

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Commented [AM2]: Seeking to change this condition because of the 12 month period that's required for final lift of asphalt prior to final acceptance. The developer was concerned that the original request was unrealistic and would cause undue delay in their ability to register Phase 5.

Commented [AM3]: This clause is the same as 15 (b). Deleting due to repetition.

Commented [AM4]: This clause is the same as 15 (b) and 27. Deleting because of repetition.

32. That the subdivision agreement contains a clause whereby the Owner agrees that prior to commencement of construction of the subdivision (clearing, grubbing, roads, utilities, and any off-site works, etc.) the Owner shall:
- i. Have an erosion and sediment control plan prepared by a qualified professional engineer in accordance with the current best management practices;
 - ii. Have this plan approved by the Municipality of North Grenville and the RVCA; and,
 - iii. Provide certification to the Municipality of North Grenville and the RVCA by a professional engineer that the plan has been implemented.
33. 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).

That 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 that the Developer provides the expected installation date for the Community Mail Boxes to Canada Post.

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.

34. That the subdivision agreement contains 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 92, 93, 94, 95, 96 and 97 are to be transferred to the Municipality.
35. The Owner acknowledges and agrees that the development shall address housing affordability to the satisfaction of the Municipality of North Grenville in the following ways:
- i. Prepare an Affordable Housing Report that identifies how the proposed development meets the Official Plan goals, objectives and policies for Affordable Housing, including a calculation of the average and range of purchase prices, units sizes, lot sizes and unit types proposed in each phase
 - ii. Provide 25% of new homes that will be offered for sale with optional pre-designed secondary dwelling units as a means of providing affordable rental options.

Commented [AM5]: Added to reflect the Draft Plan of Subdivision