

## **Schedule A to Draft Plan Approval Decision**

**File Number:**

**09-T-22003**

**Plan of Subdivision:**

**Hilan Village  
38 Carss Street  
Part of Lot 17, Concession 9, geographic  
Township of Ramsay, Municipality of Mississippi  
Mills, County of Lanark**

The following conditions must be satisfied in full to the satisfaction of the relevant agencies and the approval authority before Final Subdivision Approval will be granted and Registration of the Final Plan.

### **Approval Authority**

1. That this approval applies to the Draft Plan, prepared by Annis, O'Sullivan, Vollebekk Ltd. dated August 6, 2024 and certified by Ed Herweyer, Ontario Land Surveyor, **as revised on June 2, 2025** showing **40 41 single-detached** Residential Lots, **22 Residential blocks**, 2 streets, 3 30cm reserves, 1 open space block, 1 pumping station block, 1 walkway block, 2 park blocks, 1 storm water management block. The Final Plan submitted for registration shall be consistent with the Draft Plan, subject to changes required to implement the Draft Plan conditions. The County may require an amendment to be filed for changes to the Final Plan that deviate from the Draft Plan at it's sole discretion.
2. That County of Lanark Public Works Department approve the proposed plan and completed works that cross or abut the Ottawa Valley Recreational Trail (OVRT).
3. That if final approvals are not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, the draft approval shall lapse.
4. The Owner shall provide the County of Lanark with a final plan intended for registration in a format acceptable to the County of Lanark.
5. At any time prior to final approval of this plan for registration, the County of Lanark may, in accordance with Section 51 (44) of the Planning Act, R.S.O. 1990, amend, delete or add to the conditions and this may include the need for amended or new studies.
- ~~6. That prior to final approval, the Owner reimburse the County for all fees~~

~~associated with the processing of the application.~~

6. The Owner shall submit to the County of Lanark a copy of the executed Subdivision Agreement in a format acceptable to the County.
7. The Owner shall submit to the County of Lanark a copy all plans, reports and drawings referenced in the Subdivision Agreement in a format satisfactory to the County.
8. The Owner shall submit to the County of Lanark the draft Final Plan of Subdivision intended to be submitted for Plan Pre-Approval to the Land Registration Services Branch for review and approval by the County of Lanark prior to submission. This submission shall be accompanied by a list of all variations between the Draft Approved Plan of Subdivision and the draft Final Plan of Subdivision, with an explanation provided for each variation.
9. The Owner shall submit to the Loal Municipality the draft Final Plan of Subdivision intended to be submitted for Plan Pre-Approval to the Land Registration Services Branch for review and approval by the County of Lanark prior to submission. This submission shall be accompanied by a list of all variations between the Draft Approved Plan of Subdivision and the draft Final Plan of Subdivision, with an explanation provided for each variation. The Owner shall coordinate and forward to the County of Lanark a confirmation of the Local Municipality's approval of the draft Final Plan of Subdivision intended to be submitted for Plan Pre-Approval to the Land Registration Services Branch.
10. That the Owner shall submit to the County of Lanark written confirmation of Plan Pre-Approval by the Land Registration Services Branch at the time a request is made for Final Approval.
11. That prior to final approval, the Owner reimburse the County for all fees associated with the processing of the application.

### **Municipality of Mississippi Mills**

12. This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:
  - 1) Pre-Development Conditions, prepared by Kollaard Associates, Revision 2, Drawing No. 210864-PRE, dated October 13, 2023.
  - 2) Post Development Conditions, prepared by Kollaard Associates, Revision 2, Drawing No. 210864-POST, October 13, 2023.
  - 3) Site Grading Plan - 1, prepared by Kollaard Associates, Revision 3, Drawing No. 210864-GR-1, dated October 13, 2023.

- 4) Site Grading Plan - 2, prepared by Kollaard Associates, Revision 3, Drawing No. 210864-GR-2, dated October 13, 2023.
- 5) Site Servicing Plan (North), prepared by Kollaard Associates, Revision 3, Drawing No. 210864-SER-1, dated October 13, 2023.
- 6) Site Servicing Plan (South), prepared by Kollaard Associates, Revision 3, Drawing No. 210864-SER-2, dated October 13, 2023.
- 7) Servicing Plan & Profile Carss Street, prepared by Kollaard Associates, Revision 3, Drawing No. 210864-PP-CARSS, dated October 13, 2023.
- 8) Street 1 (North) Servicing Plan & Profile, prepared by Kollaard Associates, Revision 3, Drawing No. 210864-PP-S1-N, dated October 13, 2023.
- 9) Street 1 (South) Servicing Plan & Profile, prepared by Kollaard Associates, Revision 3, Drawing No. 210864-PP-S1-S, dated October 13, 2023.
- 10) Street 2 (North) Servicing Plan & Profile, prepared by Kollaard Associates, Revision 3, Drawing No. 210864-PP-S2-N, dated October 13, 2023.
- 11) Street 2 (South) Servicing Plan & Profile, prepared by Kollaard Associates, Revision 3, Drawing No. 210864-PP-S2-S, dated October 13, 2023.
- 12) Conceptual Stormwater Management Plan, prepared by Kollaard Associates, Revision 2, dated October 13, 2023.
- 13) Servicing Brief, prepared by Kollaard Associates, Revision 2, dated October 13, 2022.
- 14) Transportation Impact Assessment, prepared by CGH Transportation, Revision 1, dated March 2024.
- 15) Stormwater Management Engineering Review, prepared by Kollaard Associates, dated January 31, 2023.
- 16) Slope Stability Study Engineering Review, prepared by Kollaard Associates, dated January 31, 2023.
- 17) Erosion Allowance, prepared by Kollaard Associates, dated April 12, 2024.
- 18) Engineering Review, prepared by Kollaard Associates, dated January 10, 2022.
- 19) Planning Rationale, prepared by ZanderPlan Inc., dated March 24, 2023.

Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval. Furthermore, if the Municipality identifies the need for additional reports and information the Owner agrees to provide said information and reports prior to registration of the subdivision.

The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Municipality of Mississippi Mills at the Owner's sole expense, all to the satisfaction of the Municipality.

## **General**

13. Prior to the issuance of a Commence Work Notification, the Owner shall obtain

such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the Director of Roads and Public Works.

14. Prior to commencing construction, the Owner shall enter into a subdivision agreement with the Municipality. The subdivision agreement shall, among other matters, require that the Owner post securities in an amount of 100% of the estimated cost of all works, by certified cheque or letter of credit.

The aforementioned security for site works shall be for works on both private and public property (on-site and off-site) and shall include, but not be limited to, rough lot grading and drainage, landscaping, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works, and park works.

The amount secured by the Municipality shall be determined by the Development Services and Engineering Department, based on current Municipality tender costs. Securities for on-site works may be at a reduced rate subject to the approval of the Director of Development Services and Engineering.

Engineering, Inspection and Review fees will be collected in accordance with the Municipality's Fees and Charges By-law for planning applications.

15. The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.
16. The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.

The Owner agrees to provide to the Director of Development Services and Engineering an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the Municipality. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.

17. The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Municipal Staff and until the Municipality issues a Commence Work

Notification.

### **Landowners Agreement**

18. If applicable, prior to registration or early servicing, the Owner agrees to provide the Municipality with a clearance letter from the trustee of the Landowners Group or from another developer or landowner, confirming that the Owner has entered into a Cost Sharing Agreement(s) and all obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.

### **Zoning**

19. The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the Planning Act, including a minimum 6 meter setback for all buildings and structures from top of slope, with all possibility of appeal to the Ontario Land Tribunal exhausted.
20. The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the Municipality a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.

### **Roadway Modifications**

21. The Owner shall pay all expenses associated with all works related to roadway modifications and shall provide financial security in the amount of 100% of the cost of implementing the required works.
22. The Owner agrees to provide Road Signage and Pavement Marking Plan and Geometric Plan indicating:
  - a) Road Signage and Pavement Marking for the subdivision;
  - b) Intersection control measure at new internal intersections; and
  - c) location of depressed curbs and TWSIs;

Prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the Director of Development Services and Engineering.

### **Highways/Roads**

23. The Owner acknowledges and agrees to install all traffic calming or traffic

management devices identified in the TIS for the crossing of the Ottawa Valley Rail Trail as approved by the County of Lanark. These items shall be installed to the satisfaction of the Director of Development Services and Engineering.

24. The Owner acknowledges and agrees to provide the Municipality with a construction traffic and trucking plan for approval by the Director of Development Services and Engineering. The plan shall show the routes in which construction traffic such as contractors, equipment, deliveries, and workers shall use for the duration of the construction of the subdivision and all structures within.
25. The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the Director of Development Services and Engineering.
26. The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the Municipality at no cost any temporary easements that may be required to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the Municipality.
27. Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves in locations to the satisfaction of the Director of Development Services and Engineering.
28. The Owner shall provide site triangles on the final plan. Sight triangles shall conform to the standards set out in the 2024 Transportation Master Plan.
29. The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the Director of Development Services and Engineering.
30. The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include:
  - list of all lands and required works to be part of the first phase for approval by the Director of Development Services and Engineering; and
  - List of works to be completed in subsequent phases.
31. All streets shall be named to the satisfaction of the Director of Roads and Public Works or Council, as the case may be and in accordance with the Municipal

Addressing By law.

32. All streets shall be dedicated as public highways to the satisfaction of the Director of Development Services and Engineering.
33. The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snowplough turning, and garbage collection can be implemented.

### **Geotechnical**

34. Where special soils conditions or slope hazards exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots 17-~~31~~ 32 and included in the municipal covenant agreement against the title:

"The Owner acknowledges that special soils conditions exist on this lot which will require:

- (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for any structure requiring a building permit; and
- (b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the Director of Development Services and Engineering at the time of the application for structure.

The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the Director of Development Services and Engineering.

35. The Owner shall submit a geotechnical report prepared in accordance with the Municipality's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the Director of Development Services and Engineering which include, but are not limited to:
  - a) existing sub-surface soils, groundwater conditions;
  - b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope;
  - c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle;

- d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability;
- e) design and construction of underground services to the building, including differential settlement near any buildings or structures;
- f) design and construction of roadway, fire routes and parking lots;
- g) design and construction of retaining walls and/or slope protection;
- h) design and construction of engineered fill;
- i) design and construction of building foundations;
- j) site dewatering;
- k) design and construction of swimming pools;
- l) design and construction of park blocks for its intended uses; and
- m) in areas of sensitive marine clay soils:

### **Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers**

- 36. The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with Municipality specifications, at no cost to the Municipality and to the satisfaction of the Director of Development Services and Engineering.
- 37. The Owner agrees to design and construct 1.8-metre-wide sidewalks along one side of each local street, to the satisfaction of the Director of Development Services and Engineering.
- 38. The Owner agrees to design and construct, fully accessible, 3.0-metre-wide walkway and related works through the length of Street 3 to connect to the Ottawa Valley Rail Trail (OVRT).
- 39. The Owner agrees to design and construct fencing in the following locations and meeting the requirements:
  - 1.5 metre black vinyl-coated chain link fence or 1.8 metre wood privacy fence along the rear lot lines of Lots 17 to ~~31~~ **32**;
  - 1.5 metre black vinyl-coated chain link fence along the rear lot lines of Lots 1 to 12 and 13 to ~~45~~ **16**, if required by the County;
  - 1.5 metre black vinyl-coated chain link fence along the rear lot lines of Blocks 42 to ~~48~~ **47**, if required by the County;
  - 1.5 metre black vinyl-coated chain link fence between Blocks ~~35~~ **50** and ~~69~~ **62** and **Lot 34 and Block 63** ~~Blocks 49 and 68~~;
  - 1.5 metre black vinyl-coated chain link fence or 1.8 metre wood privacy fence along the interior lot lines of Lots 12 and 13 which abut Street 3

All chain link fencing that separates public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37



mm to comply with the applicable part of the "Pool Enclosure By-Law".

- a) The Owner agrees that any fencing required to be installed, except for parks fencing, shall be located a minimum of 0.15 metres inside the property line of the private property.

40. The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:

"Purchasers are advised that they are the owner of, and must maintain all fences in good repair, including those as constructed by (2849358 Ontario Inc.) along the boundary of this land, to the satisfaction of the Director of Development Services and Engineering. The Purchaser agrees to include this clause in any future purchase and sale agreements."

### **Landscaping/Streetscaping**

41. The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), applicable Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).

The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.

The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).

All the aforementioned are to the satisfaction of the Director of Development Services and Engineering.

42. The Owner agrees that for all single detached, semi-detached lots, and townhouse lots a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).

Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).

Should specific site constraints prevent the required allocation of trees, the

remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the Director of Development Services and Engineering.

### **Tree Conservation**

43. The Owner agrees to implement the measures recommended in any applicable supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the tree conservation report. All of which are to the satisfaction of the Director of Development Services and Engineering.
44. The Owner agrees to maintain the tree protection measures until construction is complete and/or the Municipality has provided written permission to remove them.

### **Parks**

45. In accordance with the Planning Act and the Municipality of Mississippi Mills Parkland Dedication By-law, the Owner shall: convey Blocks 65 and 67 to the Municipality for parkland purposes to the satisfaction of the Director of Development Services and Engineering.
46. All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the Director of Development Services and Engineering within two years of registration or during phase 2 of construction of the subdivision, whichever comes first.
47. The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block ~~65~~ 64 and ~~67~~ 65 must be approved by the Director of Development Services and Engineering and will not form part of the Planning Act parkland dedication requirements.
48. The Owner agrees the park block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified by Municipal Staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures. All the aforementioned are to the satisfaction of the Director of Development Services and Engineering.

49. The Owner agrees and acknowledges that the stockpiling of soils is not permitted on future park blocks.

50. a) Any fill imported to the future park block must be conducted in accordance with Ontario Regulation 406/19, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.

b) Copies of all records related to all soils imported to the future park areas must be provided to the Municipality. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage and rough grading as per the approved subdivision grading plan, all at the expense of the Owner. All works and fill materials are to be approved by the Director of Development Services and Engineering prior to being placed on site.

51. It is the responsibility of the Owner to undertake final grading and landscaping of the park block as per the park working drawings /grading and drainage plan. All works and design drawings are subject to the approval of the Director of Development Services and Engineering and the Manager of Parks and Recreation.

Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:

- a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line.
- b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A Municipality standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility.
- c) 150mm diameter sanitary sewer and MH at 2m inside the park property line.
- d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydroelectric agencies. The Owner is also responsible to ensure the park electric service(s) is included on the approved CUP drawings.

52. The Owner shall install fencing of uniform appearance and quality, with a

minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.

53. Access from private property to all public property will only be allowed with the prior written approval of the Director of Development Services and Engineering. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:

"The Transferee for himself/herself, his/her heirs, executors, administrators, successors and acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the Director of Development Services and Engineering."

54. The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:

- a) active hard surface and soft surface recreational facilities
- b) active lighted sports fields and other lit amenities
- c) recreation and leisure facilities
- d) public washrooms
- e) change rooms

55. The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the Municipality. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the Municipality, the Owner will retain all liability for the transferred blocks.

56. Prior to the acceptance of Park Block (~~65~~ 64), Park Block (~~67~~ 65), and Open Space Block (66) with substantial wooded area, the Owner agrees to:

- a) remove any dead, dying or fallen trees and debris within Block 65 that poses a safety risk. Any removals/clean up shall follow best forestry practises.
- b) maintain all park and open space blocks which includes but is not limited to the mowing of grass and management and removal of noxious weeds.

57. The Owner acknowledges and agrees to erect a professionally painted/printed sign on the park block(s) at a location selected by the Director of Development Services and Engineering indicating:

- a) Future Parkland with conceptual images of the park
- b) No Dumping
- c) No Removal of soils or Vegetation

58. Upon registration of the subdivision and transfer of ownership of the park block to the Municipality, the Owner agrees to provide a certificate of insurance that names the Municipality of Mississippi Mills as Additional Insured to the satisfaction of the Director of Development Services and Engineering.

59. The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.

### **Environmental Constraints**

60. The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.

61. The Owner acknowledges that any proposed works on or adjacent to the Mississippi River corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.

62. The Owner shall complete the DFO Self-Assessment process and provide the Municipality with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.

63. Where required, the Owner shall prepare, to the satisfaction of the Director of Development Services and Engineering, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area.

The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and

sustainability of the vegetated slope. Topics to include, but not limited to, reducing environmental impacts from common household activities (ex. yard waste disposal, tree cutting, vegetation removal and chemical use and storage) avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping.

The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.

### **Other Lands for Conveyance**

64. The Owner shall convey, at no cost to the Municipality, Block 66 Open Space. Final configuration of the Block shall be to the satisfaction of the Director of Development Services and Engineering. These lands shall not be credited towards determining parkland dedication requirements.

### **Archaeology**

65. The Owner agrees and acknowledges the following recommendation has per a request from the Algonquins of Ontario:

Since the potential always exists to miss important information in archaeological surveys, if any artifacts of Indigenous interest or human remains are encountered during the development of the subject property, please contact: Algonquins of Ontario Consultation Office, 31 Riverside Drive, Suite 101, Pembroke, ON, K8A 8R6; Tel: 613-735-3759; Fax: 613-735-6307; E-mail: [algonquins@tanakiwin.com](mailto:algonquins@tanakiwin.com).

### **Sump Pumps**

66. The Owner acknowledges that it is the preference of the Municipality for homes to have operable basement and foundation drains which are connected to the storm drainage system that do not require the use of sump pumps. If it is determined by the Owners Engineer that a sump pump is required the following conditions need to be addressed.
67. Prior to registration or early servicing, the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high-water table prepared and certified by a hydrogeologist who is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the Director of Development Services and Engineering.
68. The Owner acknowledges requirements for the hydrogeological assessment will

be determined by Municipal Staff. The Owner acknowledges and agrees this will include but not be limited to:

Requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions.

69. The Owner acknowledges and agrees to install a complete sump pump system, to the satisfaction of the Director of Development Services and Engineering. The Owner acknowledges and agrees this will include but not be limited to:
- a) CSA approved sump pump with check valve,
  - b) Design for 200% anticipated flow and maximum head,
  - c) Covered sump pit,
  - d) Backwater valve,
  - e) Back up pump and power supply.
64. The Owner acknowledges and agrees that if a home within the subdivision requires a sump pump to prevent water from entering the foundation that a backup power system be installed to run the sump pump continuously for a period of 36 hours.
65. The Owner acknowledges and agrees the costs for the sump pump systems including back- up system and installation are the responsibility of the Owner while the costs for the maintenance and operation of the system (including back up) and eaves trough discharge will be the responsibility of the homeowner. These conditions will be included, as part of the planning approval and notice will be required within the purchase and sale agreement, as well as registered on title.
66. The Owner acknowledges and agrees if the use of sump pump systems was not identified in a Master Servicing Study, there will be a requirement to update or amend said report. For new developments, the MSS is to identify the need for sump pump systems where these are required.
67. The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.
68. The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots and register separately against the title wording acceptable to the satisfaction of Director of Development Services and Engineering, advising the home is equipped with a sump pump and advising

guidelines for its use and maintenance.

69. The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. The Owner covenants and agrees that it will advise all prospective lot purchasers of the sump pump systems and back-up system in the agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks.

### **Stormwater Management**

70. The Owner shall provide all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the Municipality for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or sub watershed studies, conceptual stormwater reports, Municipality or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.

All reports and plans shall be to the satisfaction of the Director of Development Services and Engineering.

71. a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work, etc.) the Owner shall:
- i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices;
  - ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format;
  - iii. have said plans approved by the Director of Development Services and Engineering, and
  - iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.
- b) All submissions and any changes made to the Plan shall be submitted to the satisfaction of the Municipality and the Mississippi Valley Conservation Authority.
- c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.



72. On completion of all stormwater works, the Owner agrees to provide certification to the Director of Development Services and Engineering through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.
73. The Owner agrees to maintain the stormwater management system including any water quantity and quantity devices in accordance with the recommendations of the Stormwater Management Plan until such time as the stormwater management system has been given Final Acceptance and assumed by the Municipality, all to the satisfaction of the Director of Development Services and Engineering.
74. The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the Municipality, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the Municipality.
75. The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the Municipality.
76. The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:
- "The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the Director of Development Services and Engineering of the Municipality of Mississippi Mills prior to undertaking any grading alterations."*
77. The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the Director of Development Services and Engineering of the Municipality of Mississippi Mills.
- a) Lots 1 to ~~41~~ 40, inclusive
  - b) Blocks ~~42~~ 41 to ~~64~~ 60, inclusive

## **Sanitary Services**

78. The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the Director of Development Services and Engineering.
79. As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements:
  - a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped;
  - b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main;
  - c) provide and install conduits as required by each utility;
  - d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and
  - e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.

## **Water Services**

80. The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands.
81. The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water infrastructure within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.
82. The Owner acknowledges and agrees not to permit any occupancy of buildings on the any lots until the water system has been installed, sterilized and placed in service to the satisfaction of the Director of Development Services and Engineering.
83. The Owner further acknowledges and agrees that the stand post/ curb stop, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition for the Municipality to turn on the service.
84. The Owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where

required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the Municipality, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the Director of Roads and Public Works.

85. The Owner acknowledges and agrees not to apply for, nor shall the Municipality issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the Director of Development Services and Engineering.

### **Serviced Lands**

86. The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the Director of Development Services and Engineering, and/or the Province:
- a) Watermains;
  - b) Sanitary Sewers;
  - c) Storm Sewers;
  - d) Roads and traffic plant(s);
  - e) Streetlights;
  - f) Sidewalks;
  - g) Landscaping;
  - h) Street name, municipal numbering, and traffic signs;
  - i) Stormwater management facilities; and
  - j) Grade Control and Drainage.
  - k) Utilities (hydro, bell, etc)
87. The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the Municipality issues a Commence Work Notification, and only then in accordance with the conditions contained therein.
88. The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the Director of Development Services and Engineering.
89. The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is

adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the Director of Development Services and Engineering.

## **Utilities**

90. The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the Municipality, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).

## **Fire Services**

91. The Owner acknowledges and agrees to submit a report to the Municipality demonstrating compliance of the proposed subdivision and all housing types with the Fire Underwriters Survey (FUS) requirements for fire flow. If necessary, the report shall include details on fire walls and other necessary measures to reduce the required fire flow in accordance with the available flows provided by the Municipality.
92. The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation, the Owner shall note any such requirements on a plan which shows all the lots in the subdivision and displays any lots requiring active fire protection measures in a different colour. The Owner shall, prior to registration, provide certified plans demonstrating the location of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the Director of Development Services and Engineering.
93. The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of

securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the Director of Development Services and Engineering.

94. The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:

"Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the Municipality's Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements."

95. The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the Director of Development Services and Engineering.

## **Land Transfers**

96. The Owner shall convey, at no cost to the Municipality, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks and for stormwater management. In particular, the Owner agrees to convey the following lands:

- i. Pathway, Walkway or Servicing Blocks - ~~70~~ 61
- ii. Open Space Blocks - 66
- iii. Park Blocks - ~~65, 67~~ 64, 65
- iv. Storm Water Management Blocks - ~~68~~ 63
- v. 0.3 m Reserve Blocks - ~~71, 72, 73~~ 67, 68, 69
- vi. Daylighting Triangles - Street 1, 2
- vii. Pumping Station Block - ~~69~~ 62

97. The Owner agrees to convey, at no cost to the Municipality, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.

The Owner agrees to convey an easement over Block ~~68~~ 63 for stormwater drainage systems and acknowledges that significant stormwater management infrastructure such as catch basins and drainage swales are located within Block ~~68~~ 63.

The Owner agrees to convey an easement over the lands in lots 17-~~31~~ 32, encompassing the lands subject to the slope hazard and the lands 6 m beyond the top of slope, in favour of the Municipality for access and maintenance purpose related to the erosion hazard and slope.

### **Blasting**

98. The Owner agrees that all blasting activities will conform to the Ontario Provincial Standard Specification OPSS.MUNI 120 (Nov 2019). Prior to any blasting activities, a pre-blast survey shall be prepared as per OPSS.MUNI 120 (Nov 2019) at the Owner expense. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

The Owner agrees to provide a Notification Letter in compliance with OPSS.MUNI 120 (Nov 2019). The Owner agrees to submit a copy of the Notification Letter to the Municipality.

### **Development Charges By-law**

99. The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the Municipality's applicable Development Charges By-law and background study, as well as budget approval by Council where required. Such contributions are to be determined and agreed to by the Municipality, prior to the commencement of the associated Works or as agreed to by the Municipality. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.
100. The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the Development Charges Act, 1997 and the Education Development Charges Act.

101. The Owner acknowledges and agrees to enter into any front-ending agreements with the Municipality of Mississippi Mills for Union Street improvements for an approximate total of \$100,000 that are anticipated to be required in advance of the time as approved by Council. The Municipality shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the Municipality 's Development Charge By-law, and subject to budget approval of the required expenditure by Council in the year in which it is approved.

### **Survey Requirements**

102. The Owner shall provide the final plan intended for registration in a digital format that is compatible with the Municipality 's computerized system.
103. The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the Municipality requirements and guidelines for referencing legal surveys.
104. The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.

### **Closing Conditions**

105. The Municipality's Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.
106. At any time prior to final approval of this plan for registration, the Municipality may, in accordance with Section 51 (44) of the Planning Act, amend, delete or add to the conditions, and this may include the need for amended or new studies.
107. The owner shall pay any outstanding taxes owing to the Municipality of Mississippi Mills prior to registration.
108. The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the Director of Development Services and Engineering may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the Director of Development Services and Engineering may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the Municipal Act, 2001, like manner as municipal taxes.

### **Mississippi Valley Conservation Authority**

109. A detailed stormwater management design. The design shall demonstrate how stormwater drainage from the subdivision will be accommodated, and address water quantity, flooding and erosion control both during and after construction. The design shall include, but not limited to:
- A review of the proposed development and stormwater management system to confirm that the stormwater conveyance facilities have been sized to accommodate the post-development flows per the design guidelines of the Stormwater Management and Planning Design Manual (MECP, 2003);
  - Corresponding drawings of grading and detailed drainage plans for post-development and pre-development situations; and
  - An erosion control plan to be used during the construction.
110. Measures to maintain infiltration using LID's shall be considered and integrated into the stormwater management design, as feasible.
111. Adhere to all recommendations in the *Slope Stability Assessment and Delineation of the Erosion Hazard Limit* (Kollaard Associates Engineers, revised Jan 18, 2024) with the exception of the setback distance from the top of the slope (i.e. Erosion Hazard Limit). Subsequent to the assessment, a 6 m setback has been agreed to rather than 3.3 m indicated in the report.
112. The Subdivision Agreement or a Homeowners Package shall include a clause for homeowners to maintain the existing vegetation on the slope leading to the river, in its entirety, to help maintain slope stability.
113. Pursuant to Ontario Regulation 41/24, a permit shall be obtained from MVCA for the following:
- Stormwater outlet to the Mississippi River;
  - Development within a mapped Erosion Hazard.

### **Bell Canada**

114. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
115. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.



## **Enbridge**

116. The applicant shall use the [Enbridge Gas Get Connected tool](#) to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping and/or asphalt paving.
117. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.
118. In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas at no cost.

## **Clearance of Conditions**

119. That prior to registration of the final plan, the County of Lanark is to be advised by the Municipality of Mississippi Mills that Conditions 11 to 108 have been satisfied.
120. That prior to registration of the final plan, the County of Lanark is to be advised by the Mississippi Valley Conservation Authority that Conditions 109 to 113 have been satisfied.
121. That prior to registration of the final plan, the County of Lanark is to be advised by Bell Canada that Condition 114 and 115 have been satisfied.
122. That prior to registration of the final plan, the County of Lanark is to be advised by Enbridge that Condition 116 to 118 have been satisfied.

## **NOTES TO DRAFT APPROVAL**

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Lanark Planning Approvals Department quoting the County's file number.
2. We suggest that you make yourself aware of Section 144 and Subsection 78 (10) of the Land Titles Act of the Land Titles Act
3. Subsection 144 (1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in Subsection 144(2).
4. Clearances are required from the following agencies:

Municipality of Mississippi Mills  
3131 Old Perth Road.  
PO Box 400  
Almonte, ON K0A 1A0  
Mississippi Valley Conservation  
Authority  
1090 Highway 7  
Carleton Place, ON K7C 3P1

Bell Canada  
Development & Municipal Services Floor  
5, 100 Borough Drive  
Scarborough, ON M1P 4W2  
Enbridge  
500 Consumers Rd.  
North York, ON M2J 1P8

5. If the agency condition concerns a condition or conditions in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan. A copy of the agreement is required by the County of Lanark.
6. All measurements in subdivision final plans must be presented in metric units.
7. The final plan approved by the County must be registered within 30 days or the County may withdraw its approval under Subsection 51 (59) of the Planning Act.
8. The Owner is advised to contact Bell Canada at [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
9. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such

network infrastructure.

10. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

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