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## DECISION

### MINOR AMENDMENT TO DRAFT PLAN APPROVAL

With respect to Weaver's Way Plan of Subdivision (formerly Mill Valley Estates)

File Number 09-T-23002

Section 51(5), 51(44) of the Planning Act

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## DECISION

In the matter of Minor Amendment to Draft Plan Approval for Weaver's Way Plan of Subdivision, file number 09-T-23002, The County of Lanark makes the following decision:

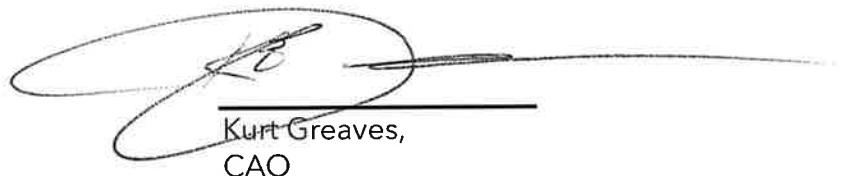
The Draft Plan and Draft Plan Conditions are hereby amended as detailed in Schedule A, which forms part of this decision.

Additions are noted in red, deletions as ~~striketrough~~, and relocated wording in blue.

All other conditions and terms of the Decision dated April 1, 2024 remain in force and effect.

**DATED IN PERTH, THIS 29<sup>TH</sup> DAY OF SEPTEMBER, 2025.**

We have the authority to  
bind the Corporation



Kurt Greaves,  
CAO

**Schedule A to Draft Plan Approval Decision**  
**(AS AMENDED SEPTEMBER 5, 2025)**

**File Number:** 09-T-23002

**Plan of Subdivision:** Mill Valley Estates (Weaver's Way)  
1218 Old Almonte Road, Municipality of  
Mississippi Mills  
East Half of Lot 14, Concession 10, 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. This approval applies to the draft plan certified by Travis Hartwick, Ontario Land Surveyor, dated April 1, 2024, as revised September 5, 2025, showing ~~249~~ 247 Residential Lots, 11 streets, 13 residential blocks, 2 walkway blocks, 1 Business Park block, 2 park blocks, 1 stormwater management block, 1 pump station block, 8 road widening and 30 cm reserves blocks.
2. 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.
3. The Owner shall provide the County of Lanark with a final plan intended for registration in pdf format.
4. At any time prior to final approval of this plan for registration, the Municipality of Mississippi Mills, in accordance with Section 51 (43) 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.

This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):

- 1) Conceptual Site Servicing Plan, prepared by Stantec, Revision 2, Drawing No. OSSP-1, dated November 30, 2023.
- 2) Conceptual Grading Plan, prepared by Stantec, Revision 2, Drawing No. OGP-2, dated November 30, 2023.

- 3) Conceptual Erosion Control Plan, prepared by Stantec, Revision 2, Drawing No. EC-1, dated November 30, 2023.
  - 4) Conceptual Storm Drainage Plan Option 1, prepared by Stantec, Revision 2, Drawing No. OSD-1
  - 5) Conceptual Sanitary Drainage Plan Option 1, prepared by Stantec, Revision 2, Drawing No. OSA-1.
  - 6) Conceptual Detail Sheet, prepared by Stantec, Revision 2, Drawing DS-1.
  - 7) Conceptual Pond Plan, prepared by Stantec, Revision 2, Drawing POND-1.
  - 8) Land Use Compatibility Study, prepared by FOTENN, dated December 16, 2022.
  - 9) Stage 1 and 2 Archaeological Assessments, prepared by Past Recovery Archaeological Services Inc., dated July 12, 2021.
  - 10) Functional Servicing Report, prepared by Stantec, dated December 11, 2023.
  - 11) Geotechnical Report, prepared by Stantec, dated December 7, 2020.
  - 12) Transportation Impact Study, prepared by CGH Transportation, file PN: 2022-142, dated December 2023.
  - 13) Environmental Noise Control Study, Report PG6496-1, Revision 3, Dated December 8, 2023.
  - 14) Planning Rationale and Planning Rationale Addendum, prepared by FOTENN, dated December 19, 2023.
5. That prior to final approval, the Owner reimburse the County for all fees associated with the processing of the application.

### **Municipality of Mississippi Mills**

6. 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 Development Services and Engineering.
7. 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 a format approved by the Municipality, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.

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

8. The amount secured by the Municipality shall be determined by the Director of

Development Services and Engineering, based on current Municipality tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the Director of Development Services and Engineering.

9. The Owner agrees to amend Subdivision File 09-T-21005 to remove Block 7 for Stormwater Management purposes.
10. 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.
11. 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.
12. All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing.
13. 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.

## **Zoning**

14. That prior to final approval by the County of Lanark, the County shall be advised by the Municipality of Mississippi Mills that this proposed subdivision conforms to the zoning by-law in effect, with all possibility of appeal to the Ontario Land Tribunals (OLT) exhausted.
15. 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**

16. 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.
17. The Owner agrees to enter into an agreement with the Municipality for the reconstruction of Paterson Street from the intersection of Paterson Street and Robert Hill Street to the intersection of Paterson Street and Street Number 7 to an urbanized standard with a sidewalk on the northeast side of Paterson Street, to the satisfaction of the Municipality of Mississippi Mills.
18. Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.
19. The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:
  - intersection or mid block narrowings, chicanes, medians;
  - raised intersections, raised pedestrian crossings;
  - pavement markings/signage; and
  - temporary/seasonal installations such as flexi posts or removable bollards.

## **Highways/Roads**

20. 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.
21. 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 in order 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.

22. The Owner shall provide sight triangles at the following locations on the final plan:
- Local Road to Local Road: 3 m x 3 m
  - Street No. 1 and Appleton Side Road: 6 m x 6 m
  - Street No. 7 and Paterson Street: 6 m x 6 m
23. The Owner agrees to provide a construction traffic management plan for the subdivision prior to early servicing or servicing. Such plan shall be to the satisfaction of the Director of Public Works.
24. All streets shall be named to the satisfaction of the Director of Public Works in accordance with the Municipal Addressing By law, as applicable.
25. 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 snow plow turning, and garbage collection can be implemented.
26. The Owner shall obtain approval from Lanark County for any construction activity on Appleton Side Road.
27. Prior to the registration of Phase 3 of the subdivision, the Owner will consult Lanark County Public Works and, if deemed necessary by Lanark County Public Works, provide an addendum to the Traffic Impact Study to determine if a second local street connection to Appleton Side Road is warranted and if so, all costs will be borne by the Owner to amend the subdivision plan and construct the second local street connection, to the satisfaction of Lanark County.
28. The Owner shall obtain approval from Lanark County for any entrances from on Appleton Side Road.
29. The Owner shall satisfy the need of Lanark County regarding traffic signage on Appleton Side Road.

## **Geotechnical**

30. The Owner shall submit a geotechnical report prepared 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) design and construction of underground services to the building, including differential settlement near any buildings or structures;

- c) design and construction of roadway, fire routes and parking lots;
- d) design and construction of retaining walls and/or slope protection;
- e) design and construction of engineered fill;
- f) design and construction of building foundations; and
- g) design and construction of park blocks for its intended uses.

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

31. The Owner acknowledges and agrees that all pathways, sidewalks, walkways and fencing 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.

32. The Owner shall construct a 3.0-metre-wide asphalt pathway(s), with graded and sodded shoulders as well as a vinyl-coated chain link fence along the perimeter of the walkway block(s) at the following locations:

- Within Block(s) 257, 266

The Owner agrees that any vinyl-coated chain link fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the Block.

33. The Owner agrees to design and construct 1.8-metre-wide sidewalks along one side of each Street to the satisfaction of the Municipality.

34. a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences to the satisfaction of the Municipality at the following locations:

- Rear lot lines of Lots 17 to 28

b) The Owner agrees that all chain link fencing that separates public lands and residential lots and blocks shall comply with the Municipality's Pool By-law.

c) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.

35. a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences to the satisfaction of the Municipality at the following locations:

- Along the rear lot line of Block 271 adjacent to Block 272

b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres

inside the property line of the park.

36.a) The Owner agrees to design and construct 1.8 metre wood privacy fences to the satisfaction of the Municipality at the following locations:

- Along the lot lines of Blocks 253, 254, 255 and Lot 178, which abut Appleton Side Road

b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.

### **Streetlighting and Signage**

37. The Owner shall submit an illumination plan for streetlighting incorporating full cut-off LED luminaires with lighting levels, to the satisfaction of the Director of Public Works, Municipality of Mississippi Mills. Further, that the Owner shall be responsible for any and all fees required to provide the Municipality with a fully functional network of street lights, including Electronic Layout activation and Electrical Safety Authority (ESA) fees.

38. The Owner shall post signs at the termination of all road stubs in each phase, indicating the following:

“Future road connection”

To the satisfaction of the Director of Development Services and Engineering.

### **Landscaping and Streetscaping**

39. 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. 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).

40. The Owner agrees that for all single detached, semi-detached lots and townhouse blocks, 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).

The Owner agrees that 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 Owner agrees that 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.

## **Parks**

41. In accordance with the Planning Act and the Municipality of Mississippi Mills Parkland Dedication By-law, the Owner shall convey Blocks 250 and 271 to the Municipality for parkland purposes all to the satisfaction of the Director of Development Services and Engineering.
42. The Owner acknowledges and agrees to provide a Functional Design (Landscape Plan) of the park blocks based on the approved Conceptual Park Plans, prior to the registration of the applicable phase, to the satisfaction of the Director of Development Services and Engineering.
43. All Owner obligations associated with the Park Block 271 must be completed to the satisfaction of the Director of Development Services and Engineering within two years of registration of Phase 1A.
44. All Owner obligations associated with the Park Block 250 must be completed to the satisfaction of the Director of Development Services and Engineering within two years of registration of the associated phase of the construction of the subdivision.
45. The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the Director of Development Services and Engineering.
46. 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 Blocks 271 and 250 must be approved by the Director of Development Services and Engineering and will not form part of the Planning Act parkland dedication requirements.
47. a) Any fill imported to the future park block must be conducted in accordance with

the future excess soils regulation, 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.

48. It is the responsibility of the Owner to undertake grading and seeding of the park block as per the park working drawings/grading and drainage plan and landscape plan.

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

- a) A 300 mm diameter storm sewer and CB/MH at 2 m inside the park property line.
- b) A 50 mm diameter water line complete with standpost at 2 m inside the park property line.
- c) 150 mm diameter sanitary sewer and MH at 2 m inside the park property line.
- d) A 120/240 volt, 200 amperes single phase hydro service at 2 m 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 hydro (electric) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings.

All works and design drawings are subject to the approval of the Director of Development Services and Engineering.

49. Access from private property to active 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 assigns acknowledgement 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”

50. 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 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; and
- d) potential public buildings/facilities.

51. The Owner acknowledges and agrees that, following registration of the applicable phase , all park blocks will be transferred to the Municipality.

52. The Owner acknowledges and agrees to erect on the park block(s) to the satisfaction of the Municipality, a professionally designed sign including:

- Future Parkland
- Image of the approved Concept Plan
- No Dumping

All at the expense of the Owner and to the satisfaction of the Municipality.

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

### **Sump Pumps**

54. The Owner acknowledges, that if required, 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.

55. 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.

56. The Owner acknowledges and agrees only the perimeter foundation drainage system will be connected to the sump pit and agrees the sump pump system shall discharge to the surface as overland flow and that no sump pump system will be connected to the storm sewer without prior approval from the Director of Development Services and Engineering.
57. The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.
58. 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 the Director of Development Services and Engineering, advising the home is equipped with a sump pump and advising guidelines for its use and maintenance.
59. 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**

60. That prior to final approval, the Owner shall prepare a stormwater management plan to the satisfaction of the Municipality of Mississippi Mills.

The stormwater management plan shall include design specifications, according to applicable design guidelines and standards, to demonstrate how stormwater drainage from the subdivision shall be accommodated, and shall address both water quantity and quality, legal and adequate outlets (watercourse, river, etc.), future maintenance requirements, and erosion and sedimentation control both during and after construction. The stormwater management plan shall also include detail lot grading and drainage plans for the individual lots. No site preparation or road construction shall take place until such time as the stormwater management plan has been approved.

61. a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work) the Owner shall:

- a. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices;
    - b. (if appropriate) provide all digital models and modelling analysis in an acceptable format;
    - c. have said plans approved by the Director of Development Services and Engineering, and
    - d. provide certification through a Professional Engineer licensed in the province of Ontario.
  - b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the Municipality.
  - c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.
62. The Owner shall have topographical surveys completed beyond the boundaries of the subdivision lands to determine existing ground contours or elevations adjacent to the development for the purpose of drainage water control. Where adjacent lands are currently under development, the approved proposed grades shall be identified and used in determining the treatment at the common boundary. Where adjacent lands are either developed or not currently under development, the existing grades shall be maintained at the property line and the Owner shall ensure that the existing drainage courses of these adjacent lands are not negatively affected. The Owner shall obtain all necessary access permission to carry out this work at their cost.
63. The Owner agrees that the Subdivision Agreement shall contain a clause that establishes that the services of a Civil Engineer or Ontario Land Surveyor will confirm that the final lot grading conforms with the approved grades on the grading and drainage plans, to the satisfaction of the Municipality.
64. 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.
65. The Owner agrees to maintain the stormwater management pond in accordance with the recommendations of the Stormwater Management Plan until such time as the stormwater management pond has been given Final Acceptance and assumed by the Municipality, all to the satisfaction of the Director of Development Services and Engineering.
66. 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.

67. 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, grading alterations and landscaping that modifies or interferes with a drainage feature on some of the lots may not be permitted and 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."

68. 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 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.

### **Sanitary Services**

69. 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.

### **Water Services**

70. 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. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by Municipal personnel, as well as the supply and installation of water meters by the Municipality.

71. The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant 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.

72. The Owner further acknowledges and agrees that the service post, 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 in order for the

Municipality to turn on the service.

## **Serviced Lands**

73. 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:
- a. Watermains;
  - b. Sanitary Sewers;
  - c. Storm Sewers;
  - d. Roads and traffic plant(s);
  - e. Street Lights;
  - f. Sidewalks;
  - g. Landscaping;
  - h. Street name, municipal numbering, and traffic signs;
  - i. Stormwater management facilities; and
  - j. Grade Control and Drainage.
74. 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.
75. 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**

76. 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).
77. The Owner acknowledges and agrees that prior to commencing Works identified

within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the Director of Development Services and Engineering that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.

The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the Municipality's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the Municipality, or those proposed to be conveyed to the Municipality, without Municipality's approval.

Should any lands owned or proposed to be owned by the Municipality be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the Director of Development Services and Engineering.

78. The Owner shall coordinate the preparation of an overall composite utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade), including on-site drainage facilities and streetscaping). Such location plan shall be prepared to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable. The composite utility plan shall be prepared and approved prior to the installation of any of the service lateral connections for any of the affected utilities.

### **Maintenance During Construction**

79. The Owner shall maintain all roads within and adjoining the Subdivision in a condition of cleanliness (i.e.: free of dust, mud and other construction debris), and shall provide road maintenance within the subdivision in a manner that is acceptable to the Municipality of Mississippi Mills, and which allows access for all residents as well as for municipal services (i.e.: garbage collection and firefighting). Should the Owner in any manner, in the opinion of the Municipality



be in default, the Owner shall be notified orally (written confirmation to follow), of such default, failure, delay or neglect, and if action to correct the failure, delay or neglect has not been taken within twenty-four (24) hours after such notice, the Municipality shall have full authority and power to carry out the necessary Works at the cost and expense of the Owner and shall include the Management Fee.

### **Fire Services**

80. 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 for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations 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.
81. 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 General Manager of Planning, Infrastructure and Economic Development Department.
82. The Owner shall ensure that all necessary fire access routes have been constructed to the satisfaction of the Director of Emergency and Fire Services.
83. The Owner shall store all combustible waste in accordance with the Ontario Fire Code and shall not permit any open air burning.
84. The Owner shall not request that the Municipality issue, nor shall anyone claiming title from the Owner or under its authority, request that the Municipality issue, one or more building permits to construct any building or other structure on any lot or block in the Subdivision until access for firefighting equipment has been provided to each building by means of a street or private roadway, which street or private roadway shall be designated and posted to the satisfaction of Municipality of Mississippi Mills.

### **Source Water Protection**

85. The developer shall comply with all requirements for developing within a

wellhead protection area, in consultation and to the satisfaction with the Director of Public Works.

## **Noise Warnings**

86. The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:

Warning Clause Type A:

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment."

Warning Clause Type C:

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment."

Warning Clause Type E

"Purchasers/Tenants are advised that due to the proximity of the adjacent industry (facility), sound levels from the industry (facility) may at times be audible."

## **Land Transfers**

87. 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. Walkway Blocks - 257, 266
- ii. Park Blocks - 271, 250
- iii. Stormwater Management Block - 258
- iv. Pump Station - Block 259
- v. 0.3 m Reserve Blocks - 275, 276, 277, 279, 280

88. The Owner agrees to convey, at no cost to the Municipality, any easements that may be required, including but not limited to the provision of water and wastewater systems, in addition to underground or overland stormwater drainage

systems.

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

89. 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.

### **Survey Requirements**

90. The Owner shall provide the final plan intended for registration in a digital format that is compatible with the Municipality 's computerized system.

91. The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.

92. Upon completion of the installation of works, the Owner shall provide the Municipality of Mississippi Mills with "as-built" plans in hard copy and a digital form, as well as shapefile, that is compatible with the Municipality of Mississippi Mills computerized system.

### **Closing Conditions**

93. The Municipality Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.

94. 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.

95. The owner shall pay any outstanding taxes owing to the Municipality of Mississippi Mills prior to registration.

96. 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**

97. 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. 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);
- b. Corresponding drawings of grading and detailed drainage plans for post-development and pre-development situations; and
- c. An erosion control plan to be used during the construction.

98. Measures to maintain infiltration using LID's shall be considered and integrated into the stormwater management design, as feasible.

99. Pursuant to Ontario Regulation 41/24, a permit shall be obtained from MVCA for the realignment of the Mississippi River tributary.

### **Bell Canada**

100. 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.

101. 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**

102. The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea60@Enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, Silva cells, and/or soil trenches) and/or asphalt paving.

103. 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.
104. 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 Inc. at no cost.
105. Blasting and pile driving activities in the vicinity of Enbridge Gas Distribution and Storage (GDS) facilities require prior approval by GDS. The Blasting and Pile Driving Form, referenced in Enbridge's Third Party Requirements in the Vicinity of Natural Gas Facilities Standard, must be provided to mark-ups@enbridge.com by the Owner of the proposed work for all blasting and pile driving operations. In addition, a licensed blasting consultant's stamped validation report must be submitted to GDS for review if blasting is to occur within thirty (30) metres of GDS facilities. The request must be submitted a minimum of four (4) weeks prior to the beginning of work to allow sufficient time for review.

#### **Clearance of Conditions**

106. That prior to registration of the final plan, the County of Lanark is to be advised by the Municipality of Mississippi Mills that Conditions 6 to 96 have been satisfied.
107. That prior to registration of the final plan, the County of Lanark is to be advised by the Mississippi Valley Conservation Authority that Conditions 97 to 99 have been satisfied.
108. That prior to registration of the final plan, the County of Lanark is to be advised by Bell Canada that Condition 100 and 101 have been satisfied.
109. That prior to registration of the final plan, the County of Lanark is to be advised by Enbridge that Condition 102 to 105 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 of the Land Titles Act and Subsection 78 (10) of the Registry 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. Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in the registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of Subsection 78 (10).

5. Clearances are required from the following agencies:

Municipality of Mississippi Mills  
3131 Old Perth Road  
PO Box 400 Rural Road 2  
Almonte ON K0A 1A0

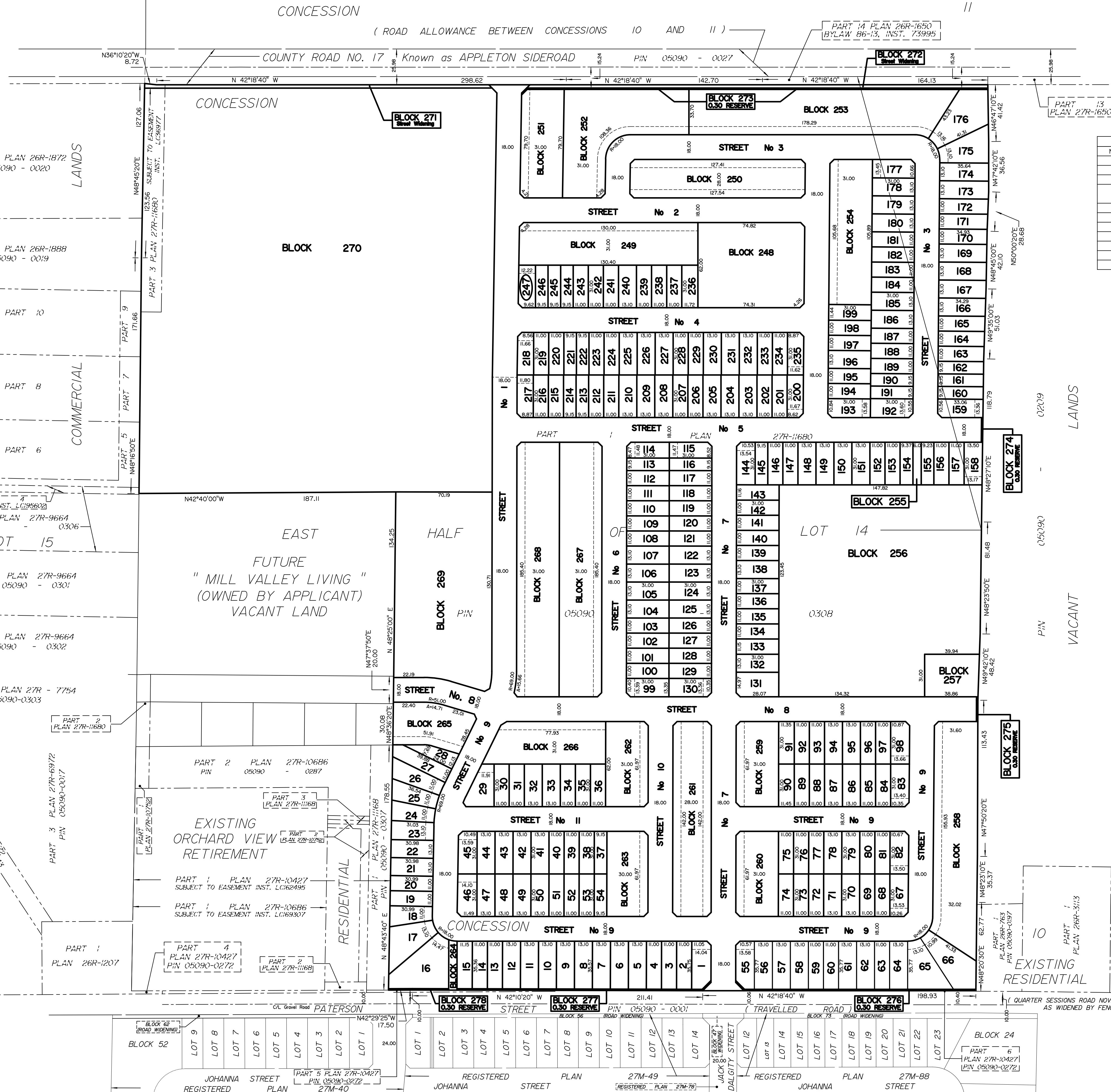
Bell Canada  
Development & Municipal Services  
Floor 5, 100 Borough Drive  
Scarborough, ON M1P 4W2

Mississippi Valley Conservation  
Authority 10970 Highway 7  
Carleton Place, ON K7C 3P1

Enbridge  
500 Consumers Rd.  
North York, ON M2J 1PJ

6. 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.
7. All measurements in subdivision final plans must be presented in metric units.
8. 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.





CONCESSION COUNTY ROAD 17

CONCESSION

INDUSTRIAL DRIVE

LOT 15

LOT 14

**SITE**

LOT 14

LOT 13

LOT 12

PATERSON STREET

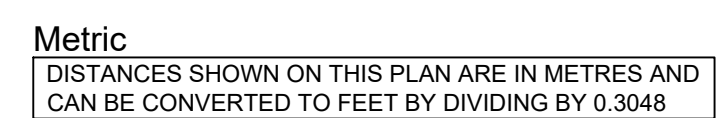
JOHNS STREET

ROBERT HALL STREET

MAD DULUTH STREET

KEY MAP  
NOT TO SCALE

***DRAFT PLAN OF SUBDIVISION OF***  
**PART OF THE EAST HALF LOT 14**  
**CONCESSION 10**  
 Geographic Township of Ramsay  
**MUNICIPALITY OF MISSISSIPPI MILLS**  
**COUNTY OF LANARK**  
 Prepared by Annis, O'Sullivan, Vollebakk Ltd.



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Date

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T. Hartwick  
ONTARIO LAND SURVEYOR

This is to certify that I am the owner / agent of the lands to be subdivided and that this plan was prepared in accordance with my instructions.

ADDITIONAL INFORMATION REQUIRED UNDER  
SECTION 51-17 OF THE PLANNING ACT

- (a) see plan
- (b) see plan
- (c) see plan
- (d) see Land use table
- (e) see plan
- (f) see plan
- (g) see plan
- (h) municipal water supply
- (i) see soils report
- (j) see plan
- (k) sanitary, storm sewers, municipal water, bell, hydro, cable and gas to be available
- (l) subject to easement per Inst. LC36977 see plan

LAND USE TABLE			
LOT \ BLOCK	USE	AREA (Ac)	AREA (Ha)
1 to 247	Residential (Singles)	23.66	9.576
249, 251 to 254, 258 259, 260, 262, 263 265 to 268	Residential (Towns)	12.17	4.924
250, 261	Residential (B2B Units)	1.86	0.751
255, 264	Walkway	0.10	0.040
270	Business Park	18.68	7.561
248, 269	Park	3.61	1.460
256	Storm Water Lands	5.29	2.141
257	Pump Station	0.30	0.122
271 - 278	Streets ( 1 - 11 )	17.70	7.165
	Street Widening /		
	Reserves		
TOTAL		83.37	33.740

\\2021\\22437-21\_Houchalmi Holdings, Mill Valley Estates\_Draft Plan of Subdivision\_TH\\Drawings\\22437-21\_Houchalmi Ptl.14 C-10 BA.DFS D18.grd.dwg, 9/11/2025 2:42:14 PM