
Applicant:	1503893 Ontario Inc. (Park View Homes)	Date of Decision: November 18, 2020
File:	07-T-19003 (Merrickville-Grove Subdivision)	Date of Notice: November 18, 2020
Municipality:	Village of Merrickville-Wolford	Last Date of Appeal: December 8, 2020
Location:	Lots 178-189,164-168; Lots 1-4, 7-10, Block 9; Lots 1, 2, 8-10 Block 15; Part of Herbert St., Registered Plan No. 6, Geographic Village of Merrickville	Lapsing Date: November 18, 2023

Conditions of Draft Approval

1. This approval applies to the draft plan prepared by George Bracken, O.L.S., of Callon Dietz Incorporated, Ontario Land Surveyors, dated October 1, 2020 (File No. 20-0642, Plan No. X-2584), known as Merrickville-Grove, which shows a total of seventeen (17) blocks for residential townhouse development (Blocks 1-10, 12-15, 18-20) for a total of eighty-four (84) townhouse units including eight (8) bungalow units, one (1) block with an existing dwelling (Block 17), one (1) block for a residential apartment development (Block 11) for a total of fifteen (15) residential units, one (1) block for parkland (Block 16), one (1) block for stormwater management (Block 21) and six (6) blocks for public street road widening.
2. This Draft Approval is granted for a 3-year period from the date of Notice of Decision, at the end of which, should the lots not be registered, said Draft Approval shall lapse. This shall be to the satisfaction of the Village of Merrickville-Wolford (Village) and the United Counties of Leeds and Grenville.
3. An extension of the Conditions of Draft Approval may be sought from the United Counties of Leeds and Grenville; said Draft Approval may be extended for additional periods not to exceed 12 (twelve) months and shall be granted only with the written concurrence of, and to the satisfaction of, the Village and the United Counties of Leeds and Grenville.
4. That the Owner enter into a subdivision agreement between the Owner and the Village to the satisfaction of the Village.
5. The Owner covenants and agrees that the streets included in this draft plan shall be shown and dedicated as public highways and named to the satisfaction of the Village.

6. The Owner covenants and agrees that the subdivision agreement shall include provisions for the widening of the St. John Street and Wallace Street road allowances to the 16 metre minimum right-of-way width.
7. The Owner covenants and agrees that any dead ends and open sides of road allowances created by this draft plan, shall be terminated in 0.3 metre reserves to be conveyed to or retained, and held in trust, by the Village.
8. That the subdivision agreement contain a clause with wording to the satisfaction of the Village whereby the Owner acknowledges and agrees that Blocks 21 (stormwater) and 16 (parkland) shall be transferred to the Village.
9. The Owner covenants and agrees that the subdivision agreement shall contain provisions for the construction of sidewalks and pedestrian pathways to the satisfaction of the Village.
10. The Owner covenants and agrees that the subdivision agreement shall contain provisions with wording to the satisfaction of the Village for the following:
 - a. The construction of a block of lands located south of this Draft Plan, described as Parts 1 and 2 on Plan 15R-12089 and Blocks 23 and 24 on Registered Plan 15M-13, being the Village owned lands which allows for St. John Street to be connected to Sophie Lane to the satisfaction of the Village.
 - b. The construction of pedestrian walkways along Herbert Street between St. John Street and St. Lawrence St. and along St. John Street between Bruce Street and Colborne St.
 - c. The encroachment of the existing dwelling in Block 17 onto the Wallace Street road allowance.
11. The Owner covenants and agrees that prior to registration of the plan of subdivision, the proposed plan of subdivision shall meet the provisions of a Zoning By-Law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Local Planning Appeal Tribunal (LPAT) exhausted. Specifically, the Zoning for the townhouse blocks shall establish a staggered front yard setback. The Zoning for the apartment block will include a special provision requirement for a maximum building height of three (3) storeys. This shall be to the satisfaction of the Village.
12. The Owner covenants and agrees to convey Block 16 to the Village as the required parkland dedication. The Owner covenants and agrees that the subdivision agreement shall contain a clause to implement the parkland development plan, approved by the Village, detailing site amenities described in the *Merrickville Grove – Park Concept*, presented to the Village, dated

July 28, 2020, which includes play structures, picnic areas, seating areas, walkway as well as a garden, landscaping, perimeter fencing and grading to the satisfaction of the Village.

13. The Owner covenants and agrees that the subdivision agreement between the Owner and the Village shall be registered against the lands to which it applies once the plan of subdivision has been registered. This shall be to the satisfaction of the Village.
14. The Owner shall deposit with the Village, security in the form of a letter of credit representing 100% of the estimated cost of all on-site and off-site works to be provided with respect to the subdivision. The letter of credit shall be reduced, in accordance with the terms and conditions of the subdivision agreement, as works are completed to the satisfaction of the Village, including engineering and other certification of the works, and digitized copies of record drawings in Portable Document Format (PDF) and Autocad (ACAD) format relating to the work for which the final release is sought. This shall be to the satisfaction of the Village.
15. The Owner covenants and agrees that the subdivision agreement between the Owner and the Village shall contain restrictive covenants or other provisions, to the satisfaction of the Village, to address the following:
 - a. the permitted hours of construction activity on the site; and,
 - b. the location of the construction access to the site.
16. The Owner covenants and agrees that the subdivision agreement shall contain a clause whereby the Owner agrees to implement all of the recommendations of the "*Scoped Environmental Impact Statement – Plan of Subdivision – Part of Lots 9 & 10, Concession A – Village of Merrickville*", dated June 7, 2019 and the "*Addendum Scoped Environmental Impact Statement*" letter dated January 8, 2020, prepared by GEMTEC Consulting Engineers and Scientists. This shall be to the satisfaction of the Village and the Rideau Valley Conservation Authority (RVCA).
17. The Owner covenants and agrees that the subdivision agreement shall contain a clause to the satisfaction of the Village and the RVCA whereby the Owner agrees that prior to commencement of construction of this subdivision (clearing, grubbing, roads, utilities, any off-site works, etc.), the Owner shall:
 - a. have an erosion and sediment control plan prepared by a professional engineer in accordance with current best management practices;
 - b. have said plan approved by the Village; and,
 - c. provide certification to the Village and Rideau Valley Conservation Authority by a professional engineer that the plan has been implemented.

18. The Owner covenants and agrees that such easements as may be required for drainage purposes shall be granted to the appropriate authority. This shall be to the satisfaction of the Village.
19. The Owner covenants and agrees that:
 - a. the "*Merrickville Grove Subdivision Traffic Impact Statement*" dated November 11, 2019 shall be finalized prior to final approval and that they shall agree within the subdivision agreement to install appropriate recommended traffic control measures. This shall be to the satisfaction of the Village and the United Counties of Leeds and Grenville; and
 - b. prior to final approval that no parking zones be established by Village by-law and signed appropriately on the west side of St. Lawrence Street (County Road 15) within 7 metres of the Wallace Street road allowance. This shall be to the satisfaction of the Village and the United Counties of Leeds and Grenville.
20. The Owner covenants and agrees that the subdivision agreement between the Owner and the Village shall contain clauses whereby:
 - a. All utility services within the subdivision shall be underground services.
 - b. All of the recommendations in the final approved detailed stormwater management plan will be implemented and appropriate erosion and sediment control undertaken during all phases of site preparation and construction in accordance with the "*Guidelines on Erosion and Sediment Control for Urban Construction Sites*", Government of Ontario, May 1987. This shall be to the satisfaction of the Rideau Valley Conservation Authority and the Village.
 - c. Prior to the commencement of any lot grading or issuance of any building permit, the Owner shall submit to the Village a grading, drainage and development plan, including drawings and site plans, prepared by a qualified professional and certified as complete by the Village's engineer, which will show:
 - i. the location of all buildings and structures to be erected on the site and all final grades and elevation;
 - ii. the means whereby the storm drainage will be accommodated;
 - iii. the means whereby erosion and siltation will be contained and minimized, both during and after construction;
 - iv. the demonstration of legal and adequate outlet for stormwater;
 - v. the grading, drainage and development plan shall be to the satisfaction of the Village.
21. The Owner covenants and agrees that the subdivision agreement between the Owner and the Village contain provisions, whereby all Offer of Purchase and Sale Agreements contain a provision advising potential owners that the lot number shall be posted on all lots prior to any application for a Building Permit being filed.

22. The Owner covenants and agrees that the subdivision agreement will include provisions outlining responsibilities for street entrance, street lighting, highway related improvements and drainage works. This shall be to the satisfaction of the United Counties of Leeds and Grenville and the Village.
23. The Owner covenants and agrees that the subdivision agreement between the Owner and the Village shall provide for the development of the following related requirements and all other requirements related, but not otherwise listed herein, to the satisfaction of the Village:
 - a. the stormwater collection and treatment system;
 - b. the required water distribution system;
 - c. the required wastewater collection and transmission system;
 - d. the required sidewalks and pathways;
 - e. the required street lighting; and,
 - f. the public road system.
24. The Owner covenants and agrees that the subdivision agreement shall contain provisions satisfactory to the Village that the extension of the village sewage and water mains and laterals to the subject lands shall be the responsibility of the Owner.
25. The Owner covenants and agrees that the subdivision agreement shall contain provisions that the development shall not connect to the Village's sewage collection or water distribution systems until said agreement is executed between the Owner and the Village, and all applicable local, County and Provincial approvals have been granted. The foregoing agreement shall include details with regard to all infrastructure, financial securities, facilities to be provided, inspections, timing of assumption of the services, and timing and availability of sewage treatment plant capacity and water system capacity. These costs would include but not be limited to engineering design and/or review, construction and/or approval costs, legal, surveying and planning fees. The agreement shall include the repayment of any costs undertaken by the Owner by any benefitting property owners. This shall be to the satisfaction of the Village.
26. The Owner covenants and agrees to submit a phasing plan for the registration and development of the subdivision to the satisfaction of the Village and that the subdivision agreement shall detail the phasing of the registration and development of the lands. A copy of the phasing plan shall also be provided to the United Counties of Leeds and Grenville.
27. The Owner covenants and agrees that the Municipality has the right to negotiate any and all servicing and phasing arrangements with the Owner. Notwithstanding this Draft Approval, the phasing arrangements for residential development in Phase 1 of this development shall

be limited to a maximum of 84 townhouse units. This approval does not guarantee servicing capacity in excess of that required for Phase 1. Future phases will not proceed until such time as the Municipality determines to its sole satisfaction that sufficient sewage treatment capacity is available and can be allocated to future phases of this development. Prior to future phases of development commencing, subsequent renegotiated agreements with respect to servicing and phasing shall be executed with the Municipality to its satisfaction.

28. The Owner covenants and agrees that the Village shall implement whatever measures it deems necessary to ensure development of this plan of subdivision proceeds according to the phasing scheme as described in condition 26.
29. The Owner covenants and agrees that all municipal infrastructure is to be designed and constructed in general accordance with Ministry of Transportation Ontario Provincial Standard Drawings and Specifications, Ministry of the Environment, Conservation and Parks Guidelines, and to the satisfaction of the Village Engineer.
30. The Owner covenants and agrees that prior to final approval, the Village is to advise the approval authority that matters such as financial securities, facilities to be provided, inspections, timing for assumption of services and operation of facilities by the Village and any other such conditions have been set out in the subdivision agreement in a manner that is satisfactory to the Village.
31. The Owner covenants and agrees to obtain all necessary approvals from the Ontario Ministry of the Environment, Conservation and Parks and copies shall be provided to the Village and to its satisfaction. Furthermore, the subdivision agreement shall contain appropriate provisions for the Village to assume ownership and operation of the works and systems in a manner satisfactory to the Village. The provision of works shall be specifically outlined within the subdivision agreement and shall reflect conditions therein.
32. The Owner covenants and agrees that prior to final approval, the Owner shall submit to the Village, the Rideau Valley Conservation Authority and the United Counties of Leeds and Grenville, a drainage report and final stormwater management report, which will be to the satisfaction of the Village, the Rideau Valley Conservation Authority and the United Counties of Leeds and Grenville. The final detailed plan shall be in accordance with the conceptual stormwater management plan "*Merrickville Grove Subdivision Preliminary Stormwater Management Report (Revision 01)*", prepared by WSP, dated April 14, 2020 and "*Merrickville Grove Subdivision – RVCA Comment Response*", prepared by WSP, dated April 14, 2020 and the May 20th, 2020 letter "*Merrickville Grove Subdivision – Future Stormwater Management Pond Consideration*". The report shall include recommended long-term maintenance procedures and address the following issues:

- a. the final stormwater management design which includes a description of the drainage standards to be applied in the design of the development;
 - b. the water quality control objectives to be achieved by the design;
 - c. hydraulic calculation to demonstrate that post-development flows will not exceed redevelopment flows from the site;
 - d. appropriate protection of the Village's municipal water system and wellhead protection area;
 - e. maintenance and operational procedures and guides;
 - f. a plan of the projected ponding on site for the 1:5 and 1:100 year storm events, satisfactory to the Rideau Valley Conservation Authority and the Village;
 - g. low impact design will be considered and implemented where possible;
 - h. identification of the sequence of its implementation in relation to construction of the subdivision;
 - i. an HGL analysis to determine if sump pumps are required for any lots as well as to determine if inlet control devices are required at road catch basins. This shall be to the satisfaction of the Village;
 - j. correction to the Post-Development Area Drawing in the preliminary document(s) Area B-10 border and review for any implications to the satisfaction of the United Counties of Leeds and Grenville;
 - k. a statement which clearly indicates the quantity of water, both pre and post development, being discharged into the Counties road allowance during normal flows (normal flows means the greater of 5 year storm or the Township flows standards) and further confirms that Counties culverts/road infrastructure will not be negatively impacted based on accepted design standards. This shall be to the satisfaction of the United Counties of Leeds and Grenville.
33. That the subdivision agreement contain wording to the satisfaction of the Village and Rideau Valley Conservation Authority whereby the Owner acknowledges and agrees to implement the final stormwater management plan. Further, that the subdivision agreement shall contain a clause with wording whereby the Owner acknowledges and agrees to provide certification to the Village through a professional engineer that all measures have been implemented in conformity with the approved stormwater management plan. This shall be to the satisfaction of the Village and Rideau Valley Conservation Authority.
34. That the subdivision agreement contain a clause with wording to the satisfaction of the Village that fencing shall be installed along the boundaries of Block 21 (stormwater) and Block 16 (parkland) and along the proposed walkway between existing Lots 4 and 6 on Plan 6 (north and south of the Herbert Street proposed walkway). The design of the fencing shall be to the satisfaction of the Village.

35. That prior to registration, the applicant shall submit a fence design for the boundaries of the subdivision, specifically along the rear lot lines of Blocks 1 – 8, along the southerly lot lines of Block 9, along the east lot line of Blocks 15 and 18, and between the apartment block (Block 11) and the abutting residential lands to the south and east to the satisfaction of the Village. The Owner acknowledges and agrees that the subdivision agreement shall contain clauses requiring the establishment of the boundary fences to the satisfaction of the Village.
36. The Owner covenants and agrees that prior to final approval the Owner shall enter into agreements with Hydro One Networks, and other utility companies for the provision of services to the development and shall transfer such easements as and when required. This shall be to the satisfaction of the Village.
37. That the Owner covenants and agrees to provide the Village with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mailboxes (CMB) as required by Canada Post Corporation.
38. That the Owner covenants and agrees to address the requirements of Canada Post in the subdivision agreement in order that:
 - a. Centralized Community Mail Boxes for the subdivision will be located at the side of Block 7 on Alice Street and on the side of Block 19 on Wallace Street, or as otherwise approved by Canada Post, and the Owner will consult with Canada Post to determine suitable permanent locations for Community Mail Boxes.
 - b. Community Mail Box locations will be indicated on the appropriate servicing plans in the subdivision agreement.
 - c. the Owner will supply, install and maintain the mail delivery equipment within the multi-unit apartment building to Canada Post's specifications.
 - d. the Owner will, prior to offering any units for sale, display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes, as approved by Canada Post.
 - e. the Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box location(s).
 - f. the Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - i. any required walkway across the boulevard, per municipal standards;
 - ii. any required curb depressions for wheelchair access, with an opening of at least two metres, in accordance with requirements of Canada Post detailed specifications; and,
 - iii. a Community Mail Box concrete access/or culvert per municipal specifications.

39. The Owner agrees to provide Canada Post Corporation with the excavation date for the first foundation/first phase as well as the date development is scheduled to begin. The Owner also agrees to provide the expected installation date for the Community Mailbox and the civic addressing assigned to the above mentioned subdivision.
40. That the Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that Canada Post will deliver mail via a Community Mailbox. The Owner also agrees to note the locations of all Community Mailboxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mailbox.
41. The Owner shall indicate in the subdivision agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
42.
 - a. Prior to final approval that a landscaping/tree planting plan for streets shall be prepared to the satisfaction of the Village; and,
 - b. That the Owner covenants and agrees in the subdivision agreement to implement the accepted landscaping/tree planting plan.
43. That the portion of the Herbert Street road allowance which will ultimately form part of Block 4 and part of Block 5 be closed and conveyed to the Owner prior to final approval.
44. That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the Village whereby the Owner acknowledges and agrees that all Site Plan Control applications within the subdivision will be required to demonstrate how each application's stormwater management plan will meet the required water quality objective of enhanced level of protection 80% TSS removal.
45. The Owner acknowledges and agrees in the subdivision agreement that all footings and subgrade areas should be inspected by experienced geotechnical personnel prior to filling or concreting to ensure that soils adequate bearing capacity has been reached and the bearing surfaces have been properly prepared. The placing and compaction of any engineered fill as well as sewer bedding and backfill should be inspected to ensure that the material used conforms with specifications from both a grading and compaction standpoint and to the satisfaction of the Village.

46. That the subdivision agreement include a clause whereby the Owner acknowledges the property is subject to Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" as administered by the Rideau Valley Conservation Authority and that prior written approval may be required for development. "Development" includes the construction of residential and auxiliary structures, placement of fill resulting in changes to the existing grades and the associated servicing infrastructure, such as sewage systems, wells and driveway access.
47. That prior to final approval the Village shall advise the approval authority in writing how conditions 1- 46 have been satisfied.
48. That prior to final approval the Rideau Valley Conservation Authority shall advise the approval authority in writing how Conditions 16, 17(c), 20(b), 32, 33, 44 and 46 have been satisfied.
49. That prior to final approval the Director of Public Works of the United Counties of Leeds and Grenville shall advise the approval authority in writing how Conditions 19, 22 and 32 have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the Owner's responsibility to fulfill the conditions of the draft approval and to ensure that the required clearance letters are forwarded to the United Counties of Leeds and Grenville and copied to the Village of Merrickville-Wolford, quoting File No. **07-T-19003**.
2. All measurements in the subdivision final plan must be presented in metric units.
3. If final approval is not given within three years of the date of this draft approval, and no extensions have been granted pursuant to Section 51(33), then draft approval shall lapse **November 18, 2023** pursuant to Section 51(32) of the *Planning Act*.
4. It is the responsibility of the Owner to request an extension of the draft plan approval. A request for extension should be made at least 60 days before the draft plan approval lapses. No extension can be given after the lapsing date. The request should include the reasons for requesting the extension, progress/status and the applicable fees.



Clearances Are Required From the Following Agencies

Village of Merrickville-Wolford
317 Brock Street West
P.O. Box 340
Merrickville, ON K0G 1N0
(Clerk)

Rideau Valley Conservation Authority
3889 Rideau Valley Drive
Manotick, ON K4M 1A5
(Planner)

United Counties of Leeds and Grenville
25 Central Ave. W, Suite 2000
Brockville, ON K6V 4N6
(Director of Public Works)