
Applicant:	Edwardsburgh Developments Inc.	Date of Original Decision:	April 24, 2013
File:	07-T-10005 (Lockmaster's Meadow)	Date of Revised Decision:	February 24, 2022
Municipality:	Township of Edwardsburgh Cardinal	Date of Notice:	February 25, 2022
Location:	Lot 7, Con. 1, County Road 22	Last Date of Appeal:	March 17, 2022
		Lapsing Date:	February 25, 2025

Conditions of Draft Approval

1. That this approval applies to the Draft Plan of Subdivision in Lot 7, Concession 1, Township of Edwardsburgh Cardinal, County of Grenville, prepared by Advance Engineering dated December 7, 2021 which shows a total of 95 residential lots, Block A for open space, a safety fence, a stormwater retention pond, noise attenuation barrier and safety barrier, Block B for a sanitary pumping station, Blocks C, D, and Da for 0.3 m reserves, Block E for future road purposes, Block F for parkland, Block G for future road purposes and Block H for a walkway and utility corridor.
2. That a minimum of 10 metres from both sides of the centre line of the Streets shown on the draft plan shall be shown and dedicated as public highways on the final plan.
3. That Block E and Block G, as shown on the draft plan, shall be conveyed to and held in trust, by the Township of Edwardsburgh Cardinal until the extension of the road allowance.
4. That Block A, as shown on the draft plan, shall be conveyed to the Township of Edwardsburgh Cardinal subject to the terms and conditions of the Township.
5. That the streets shall be named to the satisfaction of the Township.
6. The subdivision shall be built in two phases. Phase 1 consists of Block A including the safety fence, stormwater management pond, noise barrier and safety barrier, Street A, Street B south-east of Street A, a total of fifty-nine (59) residential lots, being lots 9-37, 57-61 and 71-95, including Blocks C, D and Da as 0.3 m reserves, Block E as a future roadway block, Block F as parkland dedication, and Block H as a walkway and utility corridor, as shown on the draft plan. Phase 2 consists of Street C, the remainder of Street B, the remaining thirty-six (36) units, being lots 1-8, 38-56 and 62-70, Block B for a sanitary pumping station and Block G as a future roadway connection.
7. That the Owner enter into a subdivision agreement between the Owner and the Township to the satisfaction of the Township and that the Owner covenants and agrees that the executed subdivision agreement between the Owner and the Municipality shall be registered against the lands to which it applies once the plan of subdivision has been registered. It is noted that the subdivision agreement



will be prepared when the final design plans (i.e. servicing, stormwater management, road design, berm design, etc.) have been reviewed and accepted and/or are in the final stages of review and acceptance by the Township.

Parkland

8. That Block F, as shown on the draft plan, shall be conveyed to the Township of Edwardsburgh Cardinal as part of Parkland Dedication subject to the terms and conditions of the Township.
9. That the developer, as part of Parkland Dedication, convey a cash-in-lieu payment to the Township.
10. All Owner obligations associated with Block F must be completed in Phase 1 to the satisfaction of the Township of Edwardsburgh Cardinal.
11. It is the responsibility of the Owner to fill with clean earth fill, compact and level Block F accordingly, providing for positive surface drainage to the satisfaction of the Township of Edwardsburgh Cardinal.
12. The Owner shall grade areas of parkland where necessary to the satisfaction of the Township of Edwardsburgh Cardinal, so as to provide a uniform surface, free of debris, necessary to establish a safe clean and maintainable surface. Block F shall be graded in accordance with the approved Grading Plan for the Plan of Subdivision. No storage of building materials, including granular or topsoil will be permitted on Block F.

Zoning

13. That prior to final approval by the Counties, the Counties is to be advised by the Township of Edwardsburgh Cardinal that this proposed subdivision conforms to the zoning by-law in effect and that any zoning issues identified are appropriately satisfied through an amendment to the Township Zoning By-Law. It is noted that the Township is currently preparing a new Zoning By-Law. To clear this condition, a plan noting lot area and lot frontage for each proposed lot will be required based on the definitions of the Zoning By-law in effect at the time of final approval.

Servicing - General

14. That the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Edwardsburgh Cardinal concerning the provision of roads, installation of services, drainage and other relevant features (such as lighting, etc.).
15. That such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.

16. The Owner acknowledges their responsibility to obtain all of the required approvals for the pumping station to be constructed on Block B.
17. Notwithstanding what may be illustrated on the approved draft plan, that the final subdivision agreement plans show and subdivision agreement contain a clause whereby the Owner agrees to provide two lifts of asphalt, concrete curbs and gutters, in accordance with OPSS, on Streets A, B and C to the satisfaction of the Township of Edwardsburgh Cardinal.
18. That the plans show and subdivision agreement contain a clause whereby the Owner agrees to provide underground electrical servicing to the satisfaction of the Township of Edwardsburgh Cardinal.
19. That the subdivision agreement include terms satisfactory to the Township indicating Block H, as shown on the draft plan, shall be conveyed to the Township upon Township acceptance of the underground services, walkway, landscaping and fencing.

Water and Sewer Works

20. The Owner shall submit detailed municipal servicing plans, prepared by a Civil Engineer licensed in the Province of Ontario, to the Township of Edwardsburgh Cardinal and the United Counties of Leeds and Grenville (Counties'). All water and sewer works to be located on the County Road right-of-way shall be subject to approval from the Counties' Roads Department at the time of detailed design.
21. The Owner acknowledges and agrees that building permits will not be issued for the development of individual Lots in Phase 2 until the pumping station has been installed and placed in service to the satisfaction of the Township of Edwardsburgh Cardinal.
22. The Owner shall design and construct all necessary watermains and the details of services and meters to the satisfaction of the Township of Edwardsburgh Cardinal. The Owner acknowledges that the servicing plan shall include a watermain stub to Block E and Block G. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by Township personnel, as well as the supply and installation of water meters by the Township.
23. Upon completion of the installation of all watermains, hydrants and water services, the Owner shall provide the Township with mylar(s) of the "as-built" plan(s), certified under seal by a Professional Engineer, showing the location of the watermains, hydrants and services. Electronic files are also required in order for them to be added to the Township GIS system. The United Counties require digital files in .dwg and pdf format.

Stormwater Management

24. That prior to final plan approval, the Owner shall prepare a final stormwater site management plan and lot grade and drainage plan which shall be consistent with the report entitled "Preliminary Stormwater Management Report" prepared by Eastern Engineering Group Inc. signed July 13, 2010. The final stormwater site management plan shall address the South Nation Conservation review comments dated October 12, 2010. The Plan shall describe how stormwater management is to be implemented in accordance with the current Stormwater Management Best Management Practices and should address both water quality and quantity concerns. Models, assumptions and calculations of pre-and post-development runoff are to be included in this submission. The final report shall be prepared to the satisfaction of the Township of Edwardsburgh Cardinal, South Nation Conservation and the United Counties of Leeds and Grenville. Consideration shall be had to condition 41.
25. Post-development stormwater flows at the County Road culvert shall equal pre-development flows.
26. That prior to final plan approval, the Owner shall prepare and submit a Sediment and Erosion Control Plan, appropriate to the site conditions, prior to undertaking any site alterations (filling, grading, removal of vegetation, etc.) and indicate how it is to be implemented during all phases of the site preparation and construction in accordance with the current Best Management Practices for Erosion and Sediment Control to the satisfaction of the Township of Edwardsburgh Cardinal and South Nation Conservation.
27. That the Subdivision Agreement contain a clause whereby the Owner agrees that upon completion of all stormwater works, to provide certification to the Township of Edwardsburgh Cardinal and South Nation Conservation, through a professional engineer, that all measures have been implemented in conformity with the approved stormwater site management plan.
28. That the Subdivision Agreement contains a clause whereby prior to the commencement of construction of any phase of the subdivision (roads, utilities and off-site works, etc.), the Owner agrees to:
 - a. have a professional engineer prepare an erosion and sediment control plan appropriate for site conditions in accordance with the current best management practices;
 - b. have this plan reviewed and approved by the Township of Edwardsburgh Cardinal and South Nation Conservation;
 - c. monitor the effectiveness of and maintain the erosion and sedimentation control works as necessary, and;
 - d. provide certification to the Township of Edwardsburgh Cardinal and South Nation Conservation through a professional engineer that the plan has been implemented.

Fisheries

29. The Owner acknowledges that the unnamed watercourse is considered either direct or indirect Fish Habitat as per Section 35 of the *Fisheries Act*.
30. The Owner shall establish a 30 metre "no touch/no development" setback of the unnamed watercourse, on both sides, measured from the top of the average annual highwater mark. The final approved plan of subdivision shall clearly show this setback. The berm required under condition 32.a. shall be located outside of this 30 metre setback. Any deviation from this setback shall be to the satisfaction of the Township of Edwardsburgh Cardinal and South Nation Conservation.
31. The subdivision agreement with the Township will indicate that in accordance with Section 35 of the *Fisheries Act*, the Harmful Alteration, Disruption or Destruction (HADD) of fish habitat is prohibited. The impacts that any such works may have on a fish habitat, whether directly adjacent to the site or downstream, may require approval of the Department of Fisheries and Oceans Canada.

Noise Attenuation and Warnings

32. That the subdivision agreement between the Owner and the Township contain the following provisions with wording acceptable to the Township of Edwardsburgh Cardinal, wherein the Owner agrees to install a noise barrier for Phase 1 in accordance with subsection a. below and further that for Phase 2 for lots 1, 46-52 and 66-70 inclusive that the noise attenuation and warning requirements be in accordance with subsections b. to d. inclusive:
 - a. A treed earth berm for noise attenuation purposes shall be constructed as part of Phase 1. Notwithstanding what may be illustrated in the approved draft plan, the berm shall be designed and constructed to the satisfaction of the Township of Edwardsburgh Cardinal. No portion of the noise attenuation berm shall be located on the County Road right-of-way.

Note: This berm may be designed in such a way as to also meet condition 37.
 - b. All units shall be equipped with forced air heating with central air conditioning.
 - c. That Warning Clause Type D, in accordance with the following, shall be included on all Lease and Purchase and Sale Agreements.

Type D: "This dwelling has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of Environment's noise criteria."

- d. Bedroom windows facing north will require a minimum Sound Transmission Class (STC), being outdoor noise levels minus the targeted indoor noise level, of 26. Living room windows facing north will require a minimum STC of 21. Exterior wall components of north facades will require a minimum STC of 45, which will be achieved with brick cladding or an acoustical equivalent according to NRC test data. Detailed STC calculations will be completed prior to building permit application for each unit type and submitted to the Township with the building permit application.
33. That the subdivision agreement between the Owner and the Township contain provisions with wording acceptable to the Township of Edwardsburgh Cardinal, wherein the owner agrees for Phase 2 for Lots 46-52 inclusive that Warning Clause Type A, as follows, will be included in all Lease and Purchase and Sale Agreements. This provision is in addition to those noise attenuation and warning requirements detailed in condition 32:

Type A: "Purchasers/tenants are advised that sound levels due to increasing rail traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the Township and the Ministry of the Environment, Conservation and Parks."
 34. That the subdivision agreement between the Owner and the Township contain the following provision with wording acceptable to the Township of Edwardsburgh Cardinal, wherein the Owner agrees where structural mitigation measures are required the Owner shall provide, prior to final building inspection, certification to the Township of Edwardsburgh Cardinal, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.
 35. That the subdivision agreement between the Owner and the Township contain provisions with wording acceptable to the Township of Edwardsburgh Cardinal, wherein the Owner agrees for all lots that rooftop HVAC equipment shall be prohibited.
 36. The Owners acknowledges and agrees that building permits will not be issued for the development of individual lots in Phase 2 until the treed earth berm has been constructed to the satisfaction of the Township of Edwardsburgh Cardinal.

CN Rail

For Phase 1, conditions 37 and 42 shall apply:

37. A safety berm parallel to the railway rights-of-way with returns at the ends shall be installed between any publically accessible open space lands and the railway. The berm shall be 2.5 metres above

grade at the property line, with side slopes not steeper than 2.5 to 1. The location may be moved and height of the berm may be reduced proportionally to the distance separating the designated open space area from the north property line. Past the 120m setback from the property line there will be no requirements for a berm. For example, if the park area accessible to the public is to be located at 60 metres from the CN right of way, the required berm should be 1.25 metres tall. The safety berm and its characteristics and the limits of the park area accessible to the public shall be appropriately illustrated on the plan.

Note: This berm may be designed in such a way as to also meet condition 32.

For Phase 2, conditions 38 to 44 shall apply:

38. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line (being the north-west lot line of Block A). The safety fence and its characteristics must be illustrated in the plan.
39. Since the development is partially located within 300 metres of the CN main line, the Owner shall engage a consultant to undertake an analysis of noise. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant. CN will review the Noise report and will determine if mitigation measures will be required to be implemented by the Owner.
40. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 m of the railway right-of-way:

“Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

41. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway. The drainage plan indicates that all storm waters from the developments will be

directed to a pond and then into an existing ditch flowing away from CN property. However, CN will require a technical memo prepared by the project engineer explaining the design concept and confirming that all storm waters will be directed away from the CN right of way.

42. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and noise isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
43. The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
44. The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN (within 300 metres from CN right of way).

Landscaping/Streetscaping

45. The Owner agrees to provide additional planting where necessary to provide a buffer between the existing properties and Lots 13-20 inclusive on the draft plan of subdivision, to the satisfaction of the Township of Edwardsburgh Cardinal.

Street Lighting

46. The Owner shall design and construct all necessary street lighting, interior and exterior to the subdivision, to the satisfaction of the Township of Edwardsburgh Cardinal. The Owner shall pay all related costs, including the cost of connection and inspection by Township personnel and/or the hydro authority.
47. The Owner agrees to provide streetlights on Street A and C, where the streets intersect with the Counties Road. Lighting shall be designed and installed under the guidance, requirements and to the satisfaction of the Counties. The Owner shall pay all related costs.

Grass Cutting, Ditch Maintenance and Schools

48. That the subdivision agreement between the Owner and the municipality and the Offers of Purchase and Sale Agreements and Deeds contain the following provisions with wording acceptable to the Township of Edwardsburgh Cardinal, wherein the Owner agrees:

- a. That the general maintenance and upkeep of all ditches and drains within the subdivision be the responsibility of the property owner.
 - b. That grass cutting along the roadside within the subdivision be the responsibility of the property owner.
49. That the subdivision agreement between the Owner and the Township contain a provision that Agreements of Purchase and Sale indicate that it will not be possible to guarantee which school children residing in this subdivision may attend, and that transportation will be provided in accordance with the policy of the governing school board.

County Road Access and Widening

50. The Owner covenants and agrees that the subdivision agreement will contain clauses whereby the Owner covenants and agrees:
- a. that they will design and construct the intersection of all roads within the Plan of Subdivision that intersect the County Road to the satisfaction of the United Counties of Leeds and Grenville.
 - b. to pay all expenses including those for drawing preparation, utility relocations, fees, security, road work, construction supervision, engineering and administrative costs for the modification of any intersection.
 - c. to obtain an entrance permit and/or enter into an agreement with the United Counties of Leeds and Grenville, to the satisfaction of the United Counties of Leeds and Grenville respecting the conditions of accessing the Counties road/road allowance prior to undertaking any work within the Counties road allowance.
 - d. to transfer Blocks C, D and Da to the United Counties of Leeds and Grenville at the Owner's cost for the purpose of a reserve to restrict access onto the Counties road. The lands shall be free of any encumbrances.
51. Road widening shall be deeded to the United Counties of Leeds and Grenville along the lot frontage which abuts County Road 22 as per Section 6.2.2 (d) of the Counties Official Plan. The road allowance should be 26.2 metres. Should sufficient allowance exist, a letter from a surveyor would meet the Counties' needs. Should the allowance not meet minimum desired right-of-way, an appropriate dedication (1/2 the desired allowance width, measured from the centerline of the current road) will be required to be incorporated into the final plan. All lands transferred for road purposes shall be free and clear from any encumbrances.

Hydro Installations

52. The Owner shall request a connection cost assessment from Hydro One and from Rideau St. Lawrence Distribution Inc. Should the cost assessment result in Hydro One supporting a Service Area Amendment, the Owner shall arrange for Rideau St. Lawrence Distribution Inc. to be the Hydro Electric Commission (i.e., provider).
53. The Owner shall arrange with the relevant Hydro Electric Commission for the installation of such services to the subdivision and for the provision of easements with respect to such installations. The Owner shall pay any cost involved in relocating any existing services required by the construction of works in the subdivision.
54. That prior to final plan approval by the Counties, the Owner shall enter into a Servicing Agreement with the relevant Hydro Electric Commission.

Enbridge Gas

55. That the subdivision agreement between the Owner and the Township contain the following to the satisfaction of the Township:
 - a. The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities;
 - b. Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities;
 - c. The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information for the installation of the gas lines; and
 - d. It is understood that the natural gas distribution system will be installed within the proposed road allowance. In the event this is not possible, easements will be provided at no cost to Enbridge Gas Distribution Inc.

Canada Post

56. The Owner shall consult with Canada Post to determine the locations of lay-bys for postal boxes outside of the County road allowance. The location of lay-bys, as agreed between the Owner and Canada Post, will be subject to the final approval of the Township.

Subdivision Agreement

57. That the subdivision agreement between the Owner and the Township contain wording acceptable to South Nation Conservation.

Traffic Impact Study

58. That prior to final approval by the Counties', the Owner shall submit a Traffic Impact Study addressing the impact of traffic from this development. The Traffic Impact Study shall be written to the satisfaction of the Township of Edwardsburgh Cardinal.

Clearance of Conditions

59. That prior to registration of the final plan, the United Counties of Leeds and Grenville is to be advised by the Township of Edwardsburgh Cardinal that Conditions 2-58, inclusive, have been satisfied.
60. That prior to registration of the final plan, the United Counties of Leeds and Grenville is to be advised by South Nation Conservation that Conditions 24, 26-28 inclusive, 30 and 57 have been satisfied.
61. That prior to registration of the final plan, the United Counties of Leeds and Grenville is to be advised by CN Rail that Conditions 37-44 have been satisfied.
62. That prior to final approval, the United Counties' subdivision approval authority is to be advised by the United Counties' Public Works Department that Conditions 20, 24, 25, 47, 50 and 51 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 United Counties of Leeds and Grenville and copied to the Township of Edwardsburgh Cardinal quoting File No. **07-T-10005**.
2. It is suggested that the Township register the subdivision agreement as provided by Section 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.
3. All measurements in subdivision final plans must be presented in metric units.

4. If final approval is not given by the lapsing date, and no extensions have been granted pursuant to Section 51(33), then draft approval shall lapse pursuant to Section 51(32) of the *Planning Act*.
5. 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

Township of Edwardsburgh Cardinal
18 Centre Street, P.O. Box 129
Spencerville, ON, K0E 1X0

South Nation Conservation
38 Victoria Street, P.O. Box 29
Finch, ON, K0C 1K0

Director of Public Works
United Counties of Leeds and Grenville
25 Central Ave. W., Suite 100
Brockville, ON, K6V 4N6

CN Business Development and Real estate
1 Administration Road
Concord, ON, L4K 1B9
c/o WSP
proximity@cn.ca
T : 1-438-459-9190
1600, René-Lévesque Ouest, 11e étage
Montreal (Quebec)
H3H 1P9 CANADA