

## SITE PLAN AGREEMENT

**THIS AGREEMENT made on the 30th day of July, 2008.**

**BETWEEN:**

**LYCEE CLAUDEL**

Hereinafter called the "Owner"

**OF THE FIRST PART**

- and -

**CITY OF OTTAWA**

Hereinafter called the "City"

**OF THE SECOND PART**

**WHEREAS** the Owner is the owner of the lands and premises described in Schedule "A" of this Agreement;

**AND WHEREAS** the Owner and the City have agreed to certain matters hereinafter expressed relating to the planning and development of the said lands pursuant to the City's Site Plan Control By-law and in accordance with Section 41 of the Planning Act, R.S.O. 1990, as amended, and as approved on 24 July 2008;

**THIS AGREEMENT WITNESSETH** that in consideration of the sum of One Dollar of lawful money of Canada paid by the City to the Owner, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. In this Agreement:

**"ACCEPTANCE"** means the date on which the City accepts all works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

**"AGREEMENT"** means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;

**"APPROVAL"** means the date on which the City is satisfied that certain works have been constructed, installed or performed to the satisfaction of the City, and further referred to in this Agreement;

**"CITY"** shall mean the City of Ottawa and includes its successors and assigns and its officers, employees, agents and contractors;

**"CITY SPECIFICATIONS OR STANDARDS"** means the detailed description of construction materials, workmanship and standards of works to be carried out by the Owner as prescribed by the City and its amendment from time to time by the City and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached thereto;

**“CITY TREASURER”** shall mean the senior officer of the Financial Services Branch of the Corporate Services Department of the City or his/her designate;

**“COUNCIL”** shall mean the Council of the City;

**“DEPUTY CITY MANAGER, PLANNING, TRANSIT & THE ENVIRONMENT”** shall mean the senior officer of the Planning, Transit & the Environment Department of the City or his/her designate;

**“DEPUTY CITY MANAGER, PUBLIC WORKS AND SERVICES”** shall mean the senior officer of the Public Works and Services Department of the City or his/her designate;

**“DIRECTOR, BUILDING SERVICES AND CHIEF BUILDING OFFICIAL”** shall mean the senior officer of the Building Services and Chief Building Official of the Planning, Transit & the Environment Department of the City or his/her designate;

**“DIRECTOR, INFRASTRUCTURE SERVICES”** shall mean the senior officer of the Infrastructure Services Branch of the Public Works and Services Department of the City or his/her designate;

**“DIRECTOR, PLANNING BRANCH”** shall mean the senior officer of the Planning Branch of the Planning, Transit & the Environment Department of the City or his/her designate;

**“DIRECTOR, PLANNING, ENVIRONMENT AND INFRASTRUCTURE POLICY”** shall mean the senior officer of the Planning, Environment and Infrastructure Policy Branch of the Planning, Transit & the Environment Department of the City or his/her designate;

**“DIRECTOR, SURFACE OPERATIONS”** shall mean the senior officer of the Surface Operations Branch of the Public Works and Services Department of the City or his/her designate;

**“DIRECTOR, UTILITY SERVICES”** shall mean the senior officer of the Utility Services Branch of the Public Works and Services Department of the City or his/her designate;

**“LANDSCAPE ARCHITECT”** shall mean a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian Society of Landscape Architects;

**“LETTER OF CREDIT”** shall mean the letter of credit provided by the Owner to the City in accordance with the requirements of Section 8 of this Agreement;

**“MAINTAIN”** includes repair, replace, reinstate and/or keep operational;

**“OWNER”** includes the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the works for or on behalf of the Owner;

**“PLAN”** or **“SITE PLAN”** shall mean the Site Plan Approval by Council or a delegate of Council to act in the capacity of Council and includes the lands described in Schedule “A”;

**“ROAD”** shall mean those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on the Site Plan. The use of “Streets” or “Public Highway” shall be synonymous with “Road”;

**“WORKS”** shall mean all matters and things to be provided, listed in and required by this Agreement including infrastructure services, installations, and buildings or structures.

2. **Lands**

The Owner agrees that the lands affected by this Agreement shall be those described in Schedule “A” hereto and warrants that it is the owner of those lands.

3. **Scope of Works and Conformity**

The Owner agrees to construct and maintain the proposed development in conformity with this Agreement and Schedules attached hereto. No Works shall be erected on the lands other than those erected in conformity with the said Schedules. It is understood and agreed that written approval of the City, in a form determined solely by the City, is required prior to any departure from the specifications of the said Schedules being undertaken.

4. **Copies of Plans to be Kept on Site**

Copies of the approved plans, referenced in the Schedules, shall be kept on site on the subject lands throughout the period of construction for the guidance of City staff and those employed to construct the Works contemplated herein. Large scale copies of the said Plans shall be available from the offices of the Director, Planning Branch.

5. **Entire Approval/Revisions to Plans**

The Owner acknowledges and agrees that the provisions of this Agreement do not comprise the entire Site Plan Approval and reference must be made to the actual approval document, obtained from the offices of the Director, Planning Branch, and the Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations. The Owner further acknowledges and agrees that reference must be made to the latest approved plans containing minor revisions to the plans referenced herein. These approved revised plans shall also be kept in accordance with Clause 4 of this Agreement.

6. **Registration and Issuance of Building Permits**

The City shall cause this Agreement to be registered against the lands to which it applies immediately following execution by the parties hereto and the Owner agrees not to register any other instrument against the subject lands until this has been accomplished. The Owner may apply for, but not request nor require the City to issue building permits for the construction of the Works on the said lands, until this Agreement has been signed and until all of the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.

7. **Financial Requirements**

The Owner shall pay to the City, by cash or certified cheque, the charges and fees, as set out in Schedule “B” attached hereto and other financial requirements including but not limited to legal fees, development charges, road cuts and building permit fees that may be required of the City as established by by-law or resolution of the Council of the City from time to time, which pertain to this development and are not specifically referred to herein. It is the Owner’s responsibility to verify which financial requirements are applicable to this development and the Owner shall pay same when required by the City.

8. **Performance Deposits**

All Works required to be provided and maintained in this Agreement shall be

provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the City. In order to ensure that such Works are provided and maintained by the Owner, the Owner shall deposit with the City, before this Agreement is executed by the City, a sum in cash, certified cheque or by irrevocable letter(s) of credit in a form and from a financial institution/user approved by the City Treasurer, which deposit however made, may be referred to hereafter as a "performance deposit" or "performance redeposit". The performance deposit shall be based upon the total estimated cost of the Works required to be constructed or installed. The estimate of the cost of the Works and the amount of the performance deposit shall be those prescribed in Schedule "B", as approved by the Director, Planning Branch.

9. **Insurance Policy**

In the case where Works are to be performed or erected on public rights-of-way, the Owner shall obtain, before the execution of this Agreement, and keep in force during construction of the Works, Commercial General Liability insurance from an insurance company licensed to do business in Ontario, providing insurance in the amount of not less than \$2,000,000.00 per occurrence exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name the City of Ottawa as an additional insured thereunder.

The policy shall provide coverage against claims for damage or injury including death to a person or persons, for damage to property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or installation or maintenance of any Works to be performed upon public rights-of-way pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in force until final release by the City of this Agreement.

The policy shall include written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles and have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. The Owner shall forward to the City, prior to the signing of this Agreement by the City, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance. Such insurance policy shall contain an endorsement to provide the City and the Owner with not less than 30 days written notice of cancellation.

10. **Letters of Credit - Renewal**

If the Owner satisfies the provisions of Clause 8 by depositing irrevocable letter(s) of credit with the City, the following provisions shall apply:

- (a) Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the City in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- (b) Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, the irrevocable letter(s) of credit shall continue to

be automatically extended in the same manner as provided in sub-clause (a) hereof.

- (c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the City, such failure shall be deemed to be a breach of this Agreement by the Owner, and the City, without notice to the Owner may call upon any part or the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the City shall be held by the City in the same manner as if it had originally been cash deposited under the provisions of Clause 8.

11. **Failure to Comply**

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the City taking such action to enforce compliance, as deemed appropriate by the City.

12. **Implementation of Reports/Studies**

All reports and/or studies required as a result of the Works in this Agreement shall be implemented to the City's satisfaction at the sole expense of the Owner.

13. **Completion Time Limit**

Failure by the Owner to complete all Works required by this Agreement within the time limit specified in Schedule "B" hereof or as extended, in writing, by the Director, Planning Branch, at his sole discretion, shall constitute a default, in which case the City may avail itself of the remedies hereinafter prescribed or available to it in law.

14. **Expiry**

If a Building Permit has not been issued within two years of the date of signing of this Agreement by the Owner, the approval inherent herein shall be null and void, at the City's discretion, unless an extension is granted in writing by the Director, Planning Branch.

15. **Default**

- a) In the event of a default by the Owner or its assigns in the provision and maintenance of all Works required to be done by the Owner pursuant to this Agreement, the City may enter upon the lands and do all Works as are in default, at the expense of the Owner. The City may authorize the use of any or all of the performance deposit(s) held by the City pursuant to Clause 8 to pay for the cost of the City carrying out such Works. "Cost" and "expense of the Owner" in this clause shall be actual cost incurred by the City plus 25% of such cost as a charge for overhead. Any costs incurred by the City pursuant to this clause which are in excess of the amount of any deposit held by the City pursuant to Clause 8 shall be paid by the Owner to the City within 30 days of the mailing of an invoice by the City, for such amount in excess, addressed to the Owner at its last known address. Any costs referred to in this clause may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 427, of the *Municipal Act 2001*, S.O. 2001, c. 25 as amended from time to time.
- b) The total cost for Works upon which the performance deposit is based, is the sum of the estimated cost of each of the Works to be provided by the Owner, to the satisfaction of the Director, Planning Branch, as described in Schedule "B" herein. Nothing contained herein shall be construed as limiting the use of the deposit on a proportional basis in the event of a

default by the Owner but rather the whole or such part of the performance deposit, as deemed necessary by the City, may be used to rectify the default.

16. **Release of Performance Deposit**

On Acceptance or Approval of all Works to be provided and maintained by the Owner in accordance with this Agreement, the Owner shall be entitled to have released to it the performance deposit then held by the City.

17. **Partial Release of Performance Deposit**

One partial release of the performance deposit may be permitted prior to final inspection and Approval as described in Clause 18. Until final release of the performance deposit, the Owner agrees that the City shall retain a minimum performance deposit in an amount that is the greater of 10% of the total amount of the performance deposit required by Schedule "B", or \$5,000.00.

If the performance deposit is less than \$5,000.00, the full amount shall be retained until final release.

18. **Inspection - Release of Performance Deposit**

It is hereby understood that it is the Owner's responsibility to make application to the Director, Infrastructure Services for the inspection of any completed Works for which the Owner wishes the release of a performance deposit. Said application must be submitted at least 60 days prior to the expiry of any letter of credit held as a performance deposit by the City. Inspections for release of a performance deposit will not be undertaken during winter conditions. The City shall use all reasonable efforts to reply to requests for release in a timely manner.

19. **Transfer of Performance Deposit**

The Owner acknowledges and agrees that the City shall hold in its possession the performance deposit until Acceptance or Approval of the Works in accordance with the approved Plans to the satisfaction of the City. The Owner covenants and agrees:

- (a) that it shall be responsible to arrange for the transfer or replacement of the performance deposit provided to the City prior to the sale or transfer of the Owner's lands;
- (b) that if the performance deposit has not been replaced prior to the sale or transfer of the Owner's lands, the City may, to the benefit of the new registered owner, apply the deposit for any Works as approved by the City which have not been completed pursuant to the Plans, and for this purpose, the City Treasurer is hereby authorized to call in letters of credit or other deposit provided. The balance of deposit held, if any, will be refunded to the Owner who provided the deposit, upon Acceptance and Approval of the Works to the satisfaction of the City.

20. **Continued Maintenance after Release of Performance Deposit**

While this Agreement is in effect, the Owner shall maintain all site specific and surrounding landscaping, including all road allowances abutting the lands, so as to provide a neat and tidy appearance, to a standard satisfactory to the Director, Planning Branch. Maintenance shall include but not be limited to the regular watering, weeding, and cutting or pruning of all grass, shrubs and trees. All other landscape materials such as fencing and walkway surfaces shall similarly be maintained in a manner satisfactory to the City. All grass, shrubs and trees shall be replaced if they become unhealthy or die. Any vegetation, which by its size or nature creates a hazard or becomes a nuisance, shall be replaced with planting

materials approved by the City. All curbs, asphalt, catch basins and other drainage facilities shall be maintained so as to ensure their continued, proper and safe functioning. All traffic aisles, parking stalls and accesses shall be kept free of snow and all painted markings shall be maintained so as to be clearly visible. All other matters and things to be provided and maintained by the Owner pursuant to this Agreement shall be so continually maintained to the satisfaction of the City.

If, in the sole opinion of the City, the Owner has defaulted in the maintenance of the Works to be provided, the Owner shall rectify, to the satisfaction of the City, all such Works as are in default, within 60 days of mailing of a notification by the City addressed to the Owner at its last known address, or within a time deemed reasonable by the City and stipulated in writing. If, in the opinion of the City, the Owner has not rectified all such Works as are in default after said stipulated time period, the City may enter upon the lands and do all such Works as are in default, at the expense of the Owner. Actual cost incurred by the City in carrying out such Works plus 25% of such cost as a charge for overhead, shall be paid by the Owner to the City within 30 days of mailing of an invoice by the City addressed to the Owner at its last known address or such costs may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 427, of the *Municipal Act 2001*, S.O. 2001, c. 25 as amended from time to time.

21. **Relocation of Utilities and Provision of Easements**

The Owner shall obtain approval for, arrange for and pay for the cost of the relocation of any existing utilities which are necessary due to this development to the satisfaction of, and at a time satisfactory to the authority having jurisdiction, together with the granting of such new easements as may be required and the release of any existing easements which are rendered unnecessary.

22. **Release of Plans**

The Owner hereby releases to the City its rights to any approved drawings that form part of this Agreement, for the purposes of tendering the construction upon default of this Agreement. The Owner shall also ensure that appropriate releases to the City are obtained from the Owner's consultants, if required.

23. **Notices**

Any notice required to be given herein shall be in writing and shall be delivered personally or by prepaid registered mail and, if to the City, shall be addressed to the office of the Director, Planning Branch at 110 Laurier Avenue West, 4<sup>th</sup> Floor, Ottawa, Ontario, K1P 1J1, or at such other address at which the City offices are located in the future and, if to the Owner or his agent at the addresses provided in the application submitted for approval of the subject development or at such other address as the Owner may advise the City in writing.

24. **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

25. **Indemnity**

The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of this Agreement and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.

26. **Release of Agreement**

The provisions of the Delegation of Authority By-Law No. 2005-503, as amended, apply with respect to the release of this Agreement.

27. **Schedules**

The following Schedules are attached hereto and form part of this Agreement:

Schedule "A"	Description of Lands to which this Agreement Applies
Schedule "B"	Performance Deposits and Fees/Financial Requirements
Schedule "C"	City Standards and Specifications
Schedule "D"	Site Specific Conditions
Schedule "E"	List of Approved Plans and Reports

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**SCHEDULE "A"****DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT  
APPLIES**

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, formerly the City of West Carleton, being composed of:

<b>Description</b>	<b>P.I.N.</b>
Part Lots 13 & 14, Concession JG, Parts 32 & 33, 5R-4125; Subject to the Interest in N466481 City of Ottawa	04202-0153 (LT)

**SCHEDULE "B"****PERFORMANCE DEPOSITS AND FEES/FINANCIAL  
REQUIREMENTS****ESTIMATED COSTS OF WORKS TO BE CONSTRUCTED****WORKS ON PUBLIC PROPERTY**

<b>Soft Servicing Items</b>	
Landscaping	\$2,700.00
Typical House Lot	\$0.00
Fencing	\$0.00
Street Name & Traffic Signs, Pavement Markings	\$0.00
Parking Lot	\$2,250.00
Side Walks, on site	\$6,300.00
Miscellaneous (Soft)	\$0.00
<b>Sub Total Soft Servicing Items</b>	<b>\$11,250.00</b>
<b>Hard Servicing Items</b>	
Noise Attenuation	\$0.00
Curbs	\$0.00
Sidewalks	\$0.00
Lighting	\$0.00
Roads	\$0.00
Service Laterals	\$0.00
Storm Sewers	\$16,800.00
Sanitary Sewers	\$7,000.00
Water	\$3,325.00
Roadway Modifications	\$0.00
Retaining Walls	\$0.00
Miscellaneous	\$0.00
<b>Sub Total Hard Servicing Items</b>	<b>\$27,125.00</b>
<b>TOTAL WORKS ON PUBLIC PROPERTY</b>	<b>\$38,375.00</b>

**WORKS ON PRIVATE PROPERTY**

<b>Soft Servicing Items</b>	
Landscaping	\$13,725.00
Typical House Lot	\$0.00
Fencing	\$8,075.00
Street Name & Traffic Signs, Pavement Markings	\$0.00
Parking Lot	\$236,820.00
Side Walks, on site	\$39,840.00
Miscellaneous (Soft)	\$15,000.00
<b>Sub Total Soft Servicing Items</b>	<b>\$313,460.00</b>
<b>Hard Servicing Items</b>	
Noise Attenuation	\$0.00
Curbs	\$15,200.00
Sidewalks	\$0.00
Lighting	\$0.00
Roads	\$0.00
Service Laterals	\$0.00
Storm Sewers	\$174,400.00
Sanitary Sewers	\$13,600.00
Water	\$2,325.00
Roadway Modifications	\$0.00
Retaining Walls	\$0.00
Miscellaneous	\$0.00
<b>Sub Total Hard Servicing Items</b>	<b>\$205,525.00</b>
<b>TOTAL WORKS ON PRIVATE PROPERTY</b>	<b>\$518,985.00</b>
<b>TOTAL ESTIMATED COST OF WORKS</b>	<b>\$557,360.00</b>

**SECURITIES AND CASH PAYABLE**

**1. Security Amount Required**

100% of Total Estimated Cost of Works Off Site	<b>38,375.00</b>
50 % of Total Estimated Cost of Works On Site	<b>\$259,492.50</b>
<b>TOTAL SECURITY BY LETTER OF CREDIT</b>	<b>\$297,867.50</b>

**2. Cash Payable**

2.1 Design Review and Inspection Fee.

a) Soft Servicing for on-site works + Soft servicing for off-site works	<b>\$324,710.00</b>
b) Hard Servicing for on-site works + Hard Servicing for off-site works	<b>\$232,650.00</b>
2% of Total Soft Servicing	<b>\$6,494.20</b>
	+
4% of Total Hard Servicing	<b>\$9,306.00</b>
2.2 Minus (-) Original Inspection/Review Fee	<b>9,523.81</b>
<b>Sub Total - Balance Due</b>	<b>\$6,276.39</b>
GST on balance due (5%)	<b>\$313.82</b>
<b>Total Design Review and Inspection Fee plus GST</b>	<b>\$6,590.21</b>

**Special Charges**

Agreement Planning Fee	<b>\$0.00</b>
Cash-in-lieu of Parkland	<b>TBD</b>
Parkland Assessment Fee	<b>\$0.00</b>
Encroachment Fees	<b>\$0.00</b>
Sanitary Sewer Fees	<b>\$0.00</b>
Storm Sewer Fees	<b>\$0.00</b>
Stormwater Development Charge	<b>\$0.00</b>

**TOTAL CASH PAYABLE BY CERTIFIED CHEQUE** **\$6,590.21**

**Comment:**

- Prior to the execution of this agreement, the Owner shall pay the City the said sum of \$6,590.21, in accordance with Clause 7 - Financial Requirements, contained herein.
- Prior to the execution of this agreement, the Owner shall deposit with the City the said sum \$297,867.50, in accordance with Clause 8 -Performance Deposits, contained herein.

**5. Time Limit for Completion of Works**

All works for which performance deposits are required shall be completed within the following time limit from the date of registration of this Agreement, unless the Director, Planning and Infrastructure Approvals grant an extension in writing.

Time Limit: 12 months

**SCHEDULE "C"****CITY STANDARDS AND SPECIFICATIONS****Engineering****1. Extension of Municipal Services**

The City will have no responsibility to install any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any Provincial or municipal laws or by-laws. In cases where such an extension of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation at such municipal services. The Owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

**2. Works on City Road Allowances**

Any Works required to be done by the Owner on City road allowances, shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

**3. Approvals**

The Owner shall obtain all necessary approvals from the Ministry of the Environment and the City with regard to the installation of the storm and sanitary sewers and watermains and the provision of sewage holding/treatment facilities. In addition, the Owner shall obtain all other permits, licenses and approvals from all other Federal, Provincial or regulatory agencies, as may be required.

**4. Utilities**

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of all affected authorities and the City, and to be approved prior to the issuance of a building permit for the development.

**5. Storm Water Management**

The Owner shall require the Storm Water Management calculations to be submitted in writing by a Professional Engineer to the Director, Planning Branch for his approval. Upon Acceptance and Approval of the Works, a written certification from the Professional Engineer and as-built plans must be submitted to the Director, Planning Branch confirming that the Storm Water Management measures have been implemented as per the approved design.

The Owner shall be responsible for the repair and maintenance of the storm water control facility until the facility is accepted by the Director, Utility Services.

**6. Erosion and Sediment Control**

The Owner agrees to implement the Erosion and Sediment Control Plan to provide for protection of the receiving storm sewer or water course during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade

water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the methods and compliance with Provincial/Federal legislation pertaining to water quality and habitat.

7. **Street Cleaning**

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust and other material, resulting from vehicles involved in development to the satisfaction of the Director, Surface Operations. The Owner shall prevent the 'flushing' of dirt and debris associated with development work into any sewers. Upon any default by the Owner to so maintain the streets, the Director, Surface Operations may, in his discretion, arrange for the required cleaning to be performed and the cost incurred by the City in so doing shall be recovered pursuant to Clause 15 'Default' of this Agreement.

8. **Performance of Works**

The Owner shall ensure that the performance of Works required as a result of this Agreement, whether by the Owner or its employees, servants or agents or its contractors or subcontractors, shall be so performed as not to constitute a nuisance or disturbance to abutting or nearby properties or the owners thereof. The Owner shall comply with and shall ensure that all of its contractors and subcontractors comply with any written instructions issued by the City concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

9. **Site Servicing**

The Owner shall design all site servicing to the approval of the Director, Planning Branch and construct all site servicing to the approval of the Director, Infrastructure Services.

**Inspection**

10. **Dye Test Inspection**

The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed with the Director, Infrastructure Services documentation certified by an independent Professional Engineer of the Province of Ontario, retained by the Owner and approved by the City, that the plumbing and lateral services have received and passed a dye test inspection. The Owner shall submit written certification from a Professional Engineer to the Director, Infrastructure Services, that all sanitary sewers and manholes, except private building sanitary sewer connections, have passed leakage testing. This verification will include certified test results for all sections of sanitary sewers constructed as part of this development.

11. **Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the Director, Infrastructure Services.

12. **Video Examination**

Video examination of storm and sanitary sewers, 200mm or larger in diameter, shall be required by the Director, Infrastructure Services, at the Owner's expense, before final Acceptance or Approval of the Work.

## **Fire Requirements**

### **13. Fire Fighting Performance Standards**

Every Owner of a building or structure shall ensure that its building is served by access routes for fire fighting, as required, designed and constructed in accordance with the Ontario Building Code Act and Regulations made thereunder. The approved access routes shall be maintained in accordance with the Protection and Prevention Act, 1997. The Owner further agrees to abide by any City by-law relating to the maintenance and signage of such access routes. The locations of any fire hydrants and siamese connections on the site shall be in accordance with the Ontario Building Code. The required fire hydrant shall be installed and in service prior to the commencement of any structural framing for buildings in the subject development.

### **14. Fire Fighting Maintenance Standards**

Hydrants shall be maintained in operating condition, free of snow and ice accumulations and readily available and unobstructed for use at all times in accordance with the Ontario Fire Code and the requirements of the City.

The Owner acknowledges that no driveway serving any lot shall be located within 3 metres of a fire hydrant. No person shall obstruct the free access to any fire hydrant. Vegetation or other objects shall neither be planted or placed within a 3 metre corridor between the hydrant and the curb, nor a 1.5 metre radius beside or behind a hydrant without the express written consent of the City.

### **15. Fire Lanes and Parking Spaces for the Physically Disabled**

The Owner agrees to provide, maintain and post signs designating fire lanes and parking for the physically disabled in conformity with City by-laws. The Owner shall ensure that fire lanes are kept free and clear of vehicles and that parking spaces for the physically disabled are not illegally occupied.

The Owner shall, if necessary, request the City's assistance and agrees to permit the Police and/or Municipal Law Enforcement Officers to enter upon the lands for the purposes of patrolling areas where parking is not permitted and to allow the ticketing of any vehicles that are in contravention of the parking regulations with respect to fire lanes or parking spaces for the physically disabled.

## **Landscaping**

### **16. Inspections and Maintenance**

Maintenance of plant material by the Owner shall begin immediately following completion of each portion of planting. Maintenance shall consist of watering, weeding, and rodent, pest and disease control in accordance with generally accepted horticultural practices. Should the Owner pass the maintenance of plant material onto the subsequent owner, the Owner shall remain responsible for replacement. In addition, the Owner shall provide, for City's approval, a copy of the maintenance directions provided to subsequent owners.

The plant material shall be guaranteed until Acceptance and further, the Owner shall replace any plant material, which is placed on the lands in accordance with the approved Landscape Plan.

## **General**

### **17. Snow Storage**

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the Director, Planning Branch. The Grading and Drainage Plan shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

### **18. Dumping**

The Owner shall not dump or permit to be dumped any fill or debris on adjacent lands, and/or road allowances except as approved in writing by the Director, Infrastructure Services.

### **19. Exterior Lighting**

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the Director, Planning Branch. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the Director, Planning Branch, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

### **20. Municipal Number Signs**

The Owner shall provide and erect or affix, at its expense, such municipal number signs, illuminated or otherwise, in such locations and of such a size, design and colour as submitted to and approved by the Director, Building Services and Chief Building Official, prior to occupancy of any buildings, or part thereof, in the subject development.

### **21. Waste Handling**

The Owner shall provide, to the City's satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling facilities for waste generated from the development. In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the subject lands, then the location and the screening of the said facilities shall be shown on the approved Site Plan. Uses that require food processing or food storage, which could generate an effluent or leachate, shall have the area around the disposal facility graded so that this material is directed to the sanitary sewer, subject to the approval of the Director, Planning Branch.

The Owner understands and agrees that not all types of developments will be serviced by the City's waste collection program. The Owner is responsible for determining if this service will be provided by the City and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the development.

### **22. Retention and Protection of Existing Trees**

All those existing trees on the subject lands which are to be retained and protected as detailed on the approved Site Plan or Landscape Plan shall be protected by fencing to the satisfaction of the City prior to the commencement of any development on the said lands. It is further understood and agreed that in the event that any existing tree, which has been designated for retention, is damaged or destroyed in any manner whatsoever during the development, that the Owner, at its own expense, shall replace the damaged or destroyed tree(s) with a species of a height and calliper as determined and approved by the Director, Planning Branch.



23. **Mailboxes**

In cases where the development provided for in this Agreement is for ground oriented multiple family residential use, the Owner shall install a mailbox on the front of each dwelling unit, to the satisfaction of the Director, Planning Branch.

**Plans**

24. **Submission of Approved Plans**

The Owner shall file with the Planning Branch one digital copy of all approved Plans referenced in the Schedules to this Agreement, in a format acceptable to the Director, Planning Branch. The boundaries of the land within the development application shall be referenced to the Horizontal Control Network in accordance with City requirements and guidelines for referencing legal surveys.

25. **Provision of As-Built Drawings**

The Owner shall submit to the Director, Building Services and Chief Building Official, a certified building location survey, prepared by an Ontario Land Surveyor, including foundation elevations, upon completion of the foundation, to ensure interim compliance with the relevant City Zoning By-law.

The Owner shall supply to the Director, Planning Branch, one set of mylar or plastic film as-built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, for City records on Acceptance and Approval of the Works. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the Works on a diskette in a form that is compatible with the City's computerized systems.

**SCHEDULE "D"**

**SITE SPECIFIC CONDITIONS**

1. The Owner shall enter into this Site Plan Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan Control Approval, the approval shall lapse.
2. The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the Director, Planning Branch.
3. The Owner acknowledges and agrees that prior to demolition of the existing building the subject lands, it shall submit the findings and recommendations for the proper handling and disposal of waste as identified in a designated substances survey, to the satisfaction of the Director, Planning Branch, in accordance with best management practices, including but not limited to:
  - a. *Asbestos on Construction Projects. (O.Reg 278/05)*
  - b. *Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste. (O.Reg 347)*
  - c. *Proposed Regulation Respecting Lead on Construction Projects Made Under the Occupational Health and Safety Act.*
  - d. *Waste Management – PCBs. (O.Reg 362)*
4. The Owner shall reinstate at its expense, to the satisfaction of the Director, Planning Branch, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which are damaged as a result of the subject development.
5. The Owner acknowledges and agrees, that its environmental consultant will identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment.
6. The Owner agrees that the parking areas (and entrances) shall have barrier curbs and shall be constructed in accordance with the approved drawings of a design professional, such drawings to be approved by the Director, Planning Branch.
7. The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.
8. The Owner acknowledges and agrees that it shall be responsible to design and construct sidewalk(s) within public right-of-ways or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the Director of Planning Branch. Such sidewalk(s) shall be constructed to City Standards.
9. The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the Director, Planning Branch.

10. The Owner acknowledges and agrees that it shall inform potential purchasers through a clause in the agreements of purchase and sale, that there is no public waste collection for this site.
11. The Owner acknowledges and agrees that no building will be occupied on the lands, nor will the Owner convey title to any building until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the Director, Infrastructure Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the Director, Planning Branch, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the Director, Planning Branch for such conveyance and/or occupancy in writing
12. Prior to the registration of the Site Plan Agreement, the Owner acknowledges and agrees to prepare and implement a noise attenuation study in compliance with Ministry of Environment Publication LU-131 to the satisfaction of the Director, Planning Branch. The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved noise study.
13. The Owner acknowledges that the *Raven Beck* report, listed in Schedule "E" herein, and cited on Page 8 of the *Paterson* (2005) report, also listed in Schedule "E" herein, states that "any future construction may have to address the problem of odour emission to the environment during excavation. It is also described in the *Paterson* report (2008), listed in Schedule "E" herein, based on test pit observations as "a putrid odour" or "a very pungent, sour odour".

Therefore, the Owner acknowledges and agrees that, prior to the issuance of a building permit for the construction of Phase 2, the Owner shall provide evidence to the satisfaction of the Director, Planning Branch that further testing has been completed and shall describe how materials are to be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of Environment.

14. The Owner acknowledges that the *Raven Beck* report of 1995, refers to "the potential migration of combustible vapours on-site, during and after any future construction"...and the report had suggested that in order to limit or prevent migration of vapour into buildings or other enclosed spaces, future development may require active or passive methane gas control.

Therefore, the Owner acknowledges and agrees that, prior to the issuance of a building permit for the construction of Phase 2, the Owner shall provide evidence to the satisfaction of the Director, Planning Branch that monitoring for methane gas within the building and some method of control of gases, is or is not required.

15. The Owner shall pay development charges to the City in accordance with the by-laws of the City.
16. The Owner and its successors and assigns covenant and agree to inform prospective purchasers of the development charges that have been paid or which are still applicable. The applicable development charges shall be stated as of the time of the conveyance of the relevant land 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 change in accordance with *The Development Charges Act, 1997* and *The Education Development Charges Act*.

**SCHEDULE "E"**

**LIST OF APPROVED PLANS AND REPORTS**

The plans listed below shall be deemed to form part of this Agreement as though they had been physically incorporated herein.

List of Approved Plans:

1. **Plan d'implantation, Site Plan, Lycée Claudel Alteration and Addition, 1635 Promenade Riverside, Ottawa, Ontario**, Drawing Number A000 prepared by E.J. Cuhaci & Associates Architects Inc., dated July 17, 2008, dated as received by the City on July 21, 2008 and approved by the City on July 24, 2008;
2. **Tree Conservation / Landscape Concept, Lycée Claudel Addition, 1635 Promenade Riverside, Ottawa, Ontario**, Drawing Number L.100 prepared by James Lennox & Associates, Landscape Architects, dated January 30, 2008, revised July 18, 2008, dated as reviewed by the Infrastructure Approvals Division on July 21, 2008 and approved by the City on July 24, 2008;
3. **Site Servicing Drawing, Lycée Claudel Addition, 1635 Promenade Riverside, Ottawa, Ontario**, Drawing Number C01 prepared by R.V. Anderson Associates Ltd., dated July 16, 2008, dated as reviewed by the Infrastructure Approvals Division on July 21, 2008 and approved by the City on July 24, 2008;
4. **Grading and Stormwater Management Drawing, North End, Lycée Claudel Addition, 1635 Promenade Riverside, Ottawa, Ontario**, Drawing Number C02 prepared by R.V. Anderson Associates Ltd., dated July 16, 2008, dated as reviewed by the Infrastructure Approvals Division on July 21, 2008 and approved by the City on July 24, 2008;
5. **Grading and Stormwater Management Drawing, South End, Lycée Claudel Addition, 1635 Promenade Riverside, Ottawa, Ontario**, Drawing Number C03 prepared by R.V. Anderson Associates Ltd., dated July 16, 2008, dated as reviewed by the Infrastructure Approvals Division on July 21, 2008 and approved by the City on July 24, 2008;
6. **Site Details, Lycée Claudel Alteration and Addition, 1635 Promenade Riverside, Ottawa, Ontario**, Drawing Number A002 prepared by E.J. Cuhaci & Associates Architects Inc., dated July 17, 2008, dated as received by the City of Ottawa on July 21, 2008 and approved by the City on July 24, 2008;
7. **Site Plan Details, Lycée Claudel Alteration and Addition, 1635 Promenade Riverside, Ottawa, Ontario**, Drawing Number A003 prepared by E.J. Cuhaci & Associates Architects Inc., dated July 17, 2008, dated as received by the City of Ottawa on July 21, 2008 and approved by the City on July 24, 2008.

List of Additional Reports Prepared for the Site:

1. **Phase II ESA**, Lycee Claudel, prepared by Raven Beck Environmental, dated 1995;
2. **Phase I ESA**, Paterson Report, prepared by Patersongroup Inc, dated March 22, 2005;
3. **Fill Quality Assessment**, Paterson Report, prepared by Patersongroup Inc. dated May 5, 2008, File PE0455-LET.01

Originals of Schedule E may be viewed at the City of Ottawa, Planning, Transit & the Environment Department, 110 Laurier Avenue West, 4<sup>th</sup> Floor, Ottawa, Ontario, K1P 1J1.